TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
DECEMBER 02, 2025
110 EAST MAIN STREET AND TELECONFERENCE
TOWN COUNCIL CHAMBERS
7:00 PM

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

IMPORTANT NOTICE

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

To watch and participate via Zoom, please go to:

https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1

Enter Passcode: 577971

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

i. Receive a Presentation on the Youth Commission's Workplan.

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

1. **Approve the Minutes of the November 18, 2025, Town Council Meeting**
RECOMMENDATION: Approve the Minutes of the November 18, 2025, Town Council Meeting.

2. **Adopt a Resolution Declaring Weeds a Public Nuisance, Ordering Such Nuisance to be Abated, and Setting a Public Hearing Date of February 3, 2026, to Consider Objections to the Proposed Abatement**
RECOMMENDATION: Adopt a resolution declaring weeds a public nuisance, describing properties where such nuisance exists, ordering such nuisance be abated, and setting a public hearing date of February 3, 2026, to consider objections to the proposed abatement.

3. **Authorize the Town Manager to Execute a Third Amendment to an Agreement for Services with OpenGov, Inc., for an Amount Not to Exceed $401,214.79**
RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the Agreement for Services with OpenGov, Inc. for Enterprise Asset Management Services and Procurement Suite Services renewable annually, for an amount not to exceed $401,214.79.

4. **Authorize the Town Manager to Execute an Agreement for Consultant Services with Dudek for the Preparation of an Urban Forest Management Plan for an Amount Not to Exceed $243,810 and Approve Revenue and Expenditure Budget Adjustments in the Amount of $243,810**
RECOMMENDATION: Authorize the Town Manager to execute an Agreement for Consultant Services with Dudek for the preparation of an Urban Forest Management Plan for an amount not to exceed $243,810 and approve revenue and expenditure budget adjustments in the amount of $243,810 to the Parks and Public Works Streets Program (5401) revenue (1115401-48621) and expenditure (1115401-63219) accounts from the available Town Tree Fund.

5. **Receive an Annual Report Regarding the Independent Police Auditor Function**
RECOMMENDATION: Receive an annual report regarding the Independent Police Auditor function.

6. **Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Lisa Wise, Inc., Revising the Scope of Work at No Additional Cost**
RECOMMENDATION: Authorize the Town Manager to execute a first amendment to the Agreement for Services with Lisa Wise, Inc., revising the Scope of Work at no additional cost.

7. **Adopt an Ordinance of the Town Council of the Town of Los Gatos Repealing Chapter 6, "Building Regulations," and Chapter 9, "Fire Prevention and Protection," of the Town of Los Gatos Municipal Code, and Replacing Them with a New Chapter 6, "Building Codes and Regulations," that Includes the New 2025 California Building, Fire, and Reach Codes as Amended. Amendments Include Updated Fire Safety Requirements in Wildland Urban Interface Areas for New, Renovated, or Repaired Structures, as well as Reach Codes Affecting Air Conditioning Replacement and Electrical Readiness in**

Renovations/Alterations. Town Code Amendment Application A25-005. Project Locations: Town Wide. Applicant: Town of Los Gatos.
Ordinance Title: An ordinance of the Town Council of the Town of Los Gatos Repealing Chapter 6, "Building Regulations," and Chapter 9, "Fire Prevention and Protection," and Replacing Them with a New Chapter 6, "Building Codes and Regulations," that Includes the New 2025 California Building, Fire, and Reach Codes, as Amended. Amendments Include Updated Fire Safety Requirements in Wildland Urban Interface Areas for New, Renovated, or Repaired Structures.
RECOMMENDATION: Adopt an Ordinance, repealing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town Code, and replacing them with a new Chapter 6, Building Codes and Regulations, that includes the new 2025 California Building, Fire, and Reach Codes as amended. Amendments include updated fire safety requirements in Wildland Urban Interface (WUI) areas for new, renovated, or repaired structures, as well as Reach Codes addressing Air Conditioning replacement (AC to Heat Pump) and Electrical Readiness.

8. **Authorize the Town Manager to Execute Agreements for Environmental Consultant Services with David J. Powers and Associates, EMC Planning Group, Inc., and Raney Planning and Management, Inc.**
RECOMMENDATION: Authorize the Town Manager to execute agreements for environmental consultant services with David J. Powers and Associates, EMC Planning Group, Inc., and Raney Planning and Management, Inc.

9. **Authorize the Town Manager to Execute the First Amendment to an Agreement for Services with Los Gatos Monte Sereno Safe Routes to School Program for an Amount of $371,158.26 Plus Annual CPI Increases, and Budget Adjustments in the Amount of $88,457 to Recognize Annual Funding from Valley Transportation Authority's Measure B Education & Encouragement Program (CIP No. 812-0134)**
RECOMMENDATION: Authorize revenue and expenditure budget adjustments in the amount of $88,457 to fully recognize annual allocations from the Valley Transportation Authority's Measure B Education and Enrichment Program; and Authorize the Town Manager to execute the First Amendment to an Agreement for Services with Los Gatos-Monte Sereno Safe Routes to School to update and replace the compensation section, increasing the total agreement amount from $350,950 (plus annual CPI increases) to $371,158.26 (plus annual CPI increases)

10. **Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Services with Sequoia Ecological Consulting Inc**
RECOMMENDATION: Staff recommends that the Town Council authorize the Town Manager to execute a Fourth Amendment to the Agreement for Services with Sequoia Ecological Consulting, Inc. (Sequoia) to extend the agreement end date to December 31, 2027, for Vegetation Management – Townwide Open Spaces Project (4218507, CIP No. 832-4508).

11. Authorize the Town Manager to Reopen the Building Replacement at Corporation Yard Project (4118715; CIP No. 821-2302) and Authorize an Expenditure Budget Adjustment in the Amount of $83,565.38

RECOMMENDATION: Authorize an expenditure budget adjustment of $83,565.38 from the General Fund reopening the Building Replacement at Corporation Yard project (4118715; CIP No. 821-2302) to complete previously planned shelving and forklift purchases that were delayed by manufacturing and supply chain issues.

12. Approval of a Two-Year Work Plan for the Los Gatos Youth Commission (2026 - 2028)

RECOMMENDATION: Approve the Town of Los Gatos Youth Commission's proposed two-year work plan covering the 2026 -2027 and 2027 - 2028 school years.

13. Authorize the Town Manager or Designee to Enter into a First Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman to Increase the Contract Amount by $150,000.00, for a Total Contract Amount Not to Exceed $350,000.00 and Authorize an Expenditure Budget Adjustment of $150,000.00 from the General Fund Unassigned Fund Balance

RECOMMENDATION: Authorize the Town Manager or designee to enter into a First Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman in an amount not to exceed $350,000.00 and authorize an expenditure budget adjustment of $150,000.00.

14. Authorize the Town Manager to Execute a Fifth Amendment in substantially the form presented with Hinderliter de Llamas & Associates dba HdL Companies for Sales or Transaction and Use Tax Management and Audit Services; Adopt a Resolution as Required by the California Department of Tax and Fee Administration (CDTFA), Authorizing Certain Town Representatives and a Town Contractor Access to Sales or Transactions, and Use Tax Records Pursuant to Revenue and Taxation Code Section 7056; and Rescind Resolution 2025-051.

RECOMMENDATION: Authorize the Town Manager to execute a Fifth Amendment in substantially the form presented with Hinderliter de Llamas & Associates dba HdL Companies for Sales or Transaction and Use Tax Management and Audit Services; adopt a Resolution as required by the California Department of Tax and Fee Administration (CDTFA), authorizing certain Town representatives and a Town contractor access to Sales or Transactions and Use Tax Records pursuant to Revenue and Taxation Code Section 7056; and rescind Resolution 2025-051.

15. Authorize a Revenue and Expenditure Budget Adjustment in the Amount of $9,500.00 from the Town's Public Art Fund for the Forbes Mill Footbridge Children's Art for Fiscal Year 2025-26

RECOMMENDATION: Authorize a revenue and expenditure budget adjustment in the amount of $9,500.00 from the Town's Public Art Fund for the Forbes Mill Footbridge Children's Art for fiscal year 2025-26.

16. **Adopt a Resolution Modifying the Hours of Enforcement for Passenger Loading Zones on East Main Street Adjacent to Los Gatos High School**
RECOMMENDATION: Adopt a resolution amending the hours of operation for 10-minute passenger loading zones on East Main Street to 7:30 a.m. – 8:30 a.m. and 2:00 p.m. – 3:00 p.m. on school days.

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.)*

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

17. **Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to Waive the 180-day Retiree Rehire Wait Period for Gitta Ungvari**
RECOMMENDATION: Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period and to appoint Gitta Ungvari as the interim Finance Director in the Finance Department.

18. **Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to Waive the 180-day Retiree Rehire Wait Period for Janette Judd**
RECOMMENDATION: Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period and to appoint Janette Judd as an extra help Executive Assistant to the Town Manager in the Town Manager's Office.

19. **Resolution Terminating Membership in the Pooled Liability Assurance Network Joint Powers Authority and Authorizing Membership in the California Joint Powers Insurance Authority to Obtain Risk Management and Insurance Coverages**
RECOMMENDATION: Adopt a resolution authorizing the Town Manager and Town Attorney to issue written notice of termination of the Town's membership in the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) at the end of the fiscal year and to execute all necessary agreements to join the California Joint Powers Insurance Authority (CJPIA) and obtain risk management and insurance coverages.

COUNCIL / MANAGER MATTERS

20. **Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff**
RECOMMENDATION: Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff.

CLOSED SESSION REPORT

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

ADA NOTICE - In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104].
NOTICE REGARDING SUPPLEMENTAL MATERIALS - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town's website at www.losgatosca.gov. Town Council agendas and related materials can be viewed online at https://losgatos-ca.municodemeetings.com/.

HOW TO PARTICIPATE

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.
The public is welcome to provide oral comments in real-time during the meeting in three ways:

- **Zoom Webinar (Online)**: To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqIdSSWpjxYoK.1 Passcode: **577971**. You can also type in **867 3036 3468** in the "Join a Meeting" page on the Zoom website at www.zoom.us and use passcode **577971**. When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom.
- **Telephone**: To participate by phone, please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use Meeting ID: **867 3036 3468**. When the Mayor announces the item for which you wish to speak, press *9 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 submit 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 Clerk@losgatosca.gov with 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 Friday and Monday before the Council meeting for inclusion in an addendum.
-11:00 a.m. the day of the Council meeting for inclusion in a desk item.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/2/2025
ITEM NO: 1

DRAFT
Minutes of the Town Council Meeting
Tuesday, November 18, 2025

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

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Mayor Hudes invited Council Member Badame to lead the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

i. Proclamation for John Lochner.
ii. Received a Presentation from Commissioner Chair Elenor Yick on the Community Health and Senior Services Commission Year-End Report.

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

1. Approve the Minutes of the November 4, 2025, Closed Session Town Council Meeting.
2. Approve the Minutes of the November 4, 2025, Town Council Meeting.
3. Receive the Monthly Financial and Investment Report for September 2025.
4. Authorize the Town Manager to execute the Second Amendment to the Agreement with Turbo Data Systems, Inc., which extends parking citation and permit management services through December 1, 2028, and increases the contract by $100,000, for a total not-to-exceed amount of $306,000.
5. Adopt an Ordinance of the Town Council of the Town of Los Gatos Effecting a Zone Change from O (Office) to R-1:8 (Single-Family Residential, Minimum Lot Size of 8,000 Square Feet). Located at 14331 Capri Drive. APN 406-32-004. Zone Change Application Z-23-005. Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. **ORDINANCE 2379**

Mayor Hudes opened public comment.

No one spoke

Mayor Hudes closed public comment.

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

VOTE: **Motion passed unanimously**

VERBAL COMMUNICATIONS

Bridget Alexander
- Commented on concerns with the BMR (Below Market Rate) housing program.

Joe Enz, Friends of the Los Gatos Creek
- Commented on involvement in activities in the Los Gatos Creek area.

Rich Stephens
- Expressed appreciation for the collaborative efforts of a developer on a proposed development project.

Carin Yamamoto
- Commented on a proposed development project, the developer's collaborative efforts, and raised concerns about relocating existing businesses.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Rennie stated he attended the Silicon Valley Clean Energy Board meeting; met with a Finance Commission applicant; attended the Valley Transportation Authority (VTA) Policy Advisory Committee meeting, and the Senator Cortese media event.
- Vice Mayor Moore stated he spoke to the Los Gatos High School Politico club; attended the Hillbrook Conversations for Good meeting; met with the CEO's Cinnamon Energy Systems and Voltpost; participated in the Union School District Helping Harvest event; attended the Valley Transportation Authority Board of Directors meeting, the West Valley Sanitation District Board meeting; and announced the Muse Markets will open this weekend.
- Council Member Ristow stated she met with several individuals interested in applying for Commissions; attended the West Valley Service Providers meeting; and commented on the upcoming Interfaith Thanksgiving Service.
- Council Member Badame stated she participated in the West Valley Storm Water Authority board meeting, the West Valley Solid Waste Management Authority meeting; met with the leader of the Democracy Tent; and participated in the Los Gatos Saratoga Recreation Thanksgiving luncheon.
- Mayor Hudes stated he participated in the Fisher Middle Veterans Day Ceremony, the Chamber of Los Gatos Round Table; toured the Burlingame Community Center; participated in the Community Health and Senior Services Commission meeting, Cities Association of

Santa Clara County meeting; participated in the French Lessons First Anniversary ribbon cutting, and the Los Gatos Saratoga Recreation 55+ luncheon.

Town Manager Matters

Chris Constantin, Town Manager

- Provided updates on upcoming projects, including the issuance of a demolition permit for the Los Gatos Lodge and the Caltrans work on the Main Street Bridge.

Closed Session Report

Gabrielle Whelan, Town Attorney

- Provided an update on the Arya and Lux Litigation.

ADJOURNMENT CLOSED IN MEMORY OF BARBARA SPECTOR

The meeting adjourned at 8:04 p.m.

Respectfully Submitted:

_____

Keara Johnson, Deputy Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 2

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution Declaring Weeds a Public Nuisance, Ordering Such Nuisance to be Abated, and Setting a Public Hearing Date of February 3, 2026, to Consider Objections to the Proposed Abatement**

RECOMMENDATION: Adopt a resolution declaring weeds a public nuisance, describing properties where such nuisance exists, ordering such nuisance be abated, and setting a public hearing date of February 3, 2026, to consider objections to the proposed abatement.

FISCAL IMPACT:

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

Should the funding from the assessments fall short of the total program cost, the Town will be billed for a pro-rata share of the program such that the County achieves full cost recovery. If the County needs to request additional funds, this would be absorbed in the Parks and Public Works Fiscal Year 2025/26 Operating Budget. The Fiscal Year 2025/26 Operating Budget has sufficient funds to cover the cost of publishing all required legal notices (1115101-62306).

STRATEGIC PRIORITY:

The actions in this report support the Strategic Priority of Public Safety by reducing wildfire risk.

BACKGROUND:

The Town of Los Gatos Municipal Code Chapter 11, Article II, requires property owners to prevent potential fire hazards on their property and any nearby structures by clearing hazards.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

The Weed Abatement Program (the Program) is a different, but complementary program to the Brush Abatement Program. Both programs work to protect the Town by reducing fire hazards created by vegetation growth and the accumulation of combustible debris, with the goal of voluntary compliance. The Program is administered by the County of Santa Clara (County) on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Every year, while in the Program, each of the property owners is charged an annual compliance inspection fee, and some incur costs for additional inspections, administrative, and abatement fees.

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

Property owners in the Program are given the opportunity to abate their weeds prior to receiving an annual compliance inspection by County staff to confirm if the property has been cleared of hazards according to the requirements defined in the Santa Clara County Weed Abatement Program (https://weedabatement.santaclaracounty.gov/home). If the property owner has not complied with the requirements of the Program by the time of the County inspection, then the Town authorizes the County to remove the weeds. The County recovers its costs through a special assessment on each parcel's property tax bill.

DISCUSSION:

The Weed Abatement program process is recapped below. The proposed action represents Step 2 of the annual Weed Abatement Program cycle, during which the Town declares hazardous vegetation a nuisance and sets the public hearing date.

1. Each November, the County prepares a Commencement Report listing all properties that have been identified and provides it to the Town (Exhibit A to Attachment 1).
2. In December, the Town Council adopts a resolution declaring weeds on such properties listed in the Commencement Report a public nuisance and sets a hearing date to consider objections to the proposed abatement.
3. Once the resolution is adopted by Town Council at the December meeting, the County sends notice to property owners on the report notifying them of the hearing date, along with guidelines on the Weed Abatement Program explaining that they must remove weeds by the abatement deadline, or it will be done for them, and the cost of the abatement plus administrative costs will be assessed by the County Tax Collector against the respective property.
4. The Town Council holds a public hearing (in 2026, this hearing will be in February) to consider objections to the proposed abatement, sets a deadline for compliance, and adopts a resolution ordering abatement.

5. The County sends a courtesy letter to property owners on the report notifying them again of the abatement deadline.
6. After the hearing, the properties are inspected by the County Weed Abatement Inspector to verify that weeds were removed. Abatement commences if the inspection fails. The County creates an assessment report of all costs associated with the abatement and provides that report to the Town in late June.
7. In July, the Town notifies the property owners in the assessment report of the August public hearing date.
8. At the first August Town Council meeting, a public hearing is held to consider objections and adopt a resolution confirming the assessment report, authorizing the collection of the assessment charges.

County staff has notified the Town that, after June 30, 2026, they anticipate needing to charge the Town of Los Gatos an estimated $20,338 for Weed Abatement Program services. Staff will continue to work with the County to refine the cost projection, and Parks and Public Works will add this projected expense to the proposed Fiscal Year 2026-27 Operating Budget.

CONCLUSION:

Staff recommends that the Town Council adopt the necessary resolution (Attachment 1) to declare weeds growing on identified properties in the Town of Los Gatos to be a public nuisance and order their abatement. Adoption of the resolution will establish a public hearing date of February 3, 2026, to consider objections to the proposed abatement.

COORDINATION:

This program has been coordinated with the Santa Clara County Consumer and Environmental Protection Agency (CEPA) - Weed Abatement Program.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Resolution for the 2026 Town of Los Gatos Weed Abatement Program with Exhibit A – Commencement Report

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DECLARING WEEDS A PUBLIC NUISANCE, DESCRIBING PROPERTIES WHERE SUCH NUISANCE EXISTS; ORDERING THE ABATEMENT OF SUCH NUISANCE; AND SETTING A PUBLIC HEARING DATE OF FEBRUARY 3, 2026, TO CONSIDER OBJECTIONS FOR PROPOSED ABATEMENT

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

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

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

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

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

BE IT FURTHER RESOLVED that on the 3rd day of February 2026 at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, and via Teleconference, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such weeds will be heard and given due consideration.

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

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

DRAFT

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

	Situs			APN
1	831	POLLARD	RD	406-26-011
2		CALLE		409-04-049
3		CALLE		409-04-052
4		WEDGEWOOD	AV	409-08-001
5	17351	WEDGEWOOD	AVE	409-14-017
6	14344	LA RINCINADA	DR	409-14-019
7	14330	LA	DR	409-14-020
8	14341	BROWNS	LN	409-14-035
9	17631	WEDGEWOOD	AVE	409-17-010
10	103	SPORLEDER	CT	409-24-035
11	109	SPORLEDER	CT	409-24-036
12	110	SPORLEDER	CT	409-24-037
13	104	SPORLEDER	CT	409-24-038
14	14810	CLARA	ST	409-25-030
15	14821	GOLF LINKS	DR	409-27-005
16	14885	LA RINCINADA	DR	409-32-004
17	14635	GOLF LINKS	DR	409-46-025
18	215	DRAKES BAY	AV	421-27-018
19	16245	BURTON	RD	424-06-115
20		BURTON	RD	424-06-116
21	14823	LOS GATOS	BL	424-07-065
22	14990	TERRENO DE	LN	424-10-004
23	14926	LOS GATOS	BL	424-10-009
24	14911	NATIONAL	AVE	424-10-058

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

Exhibit A

	Situs			APN
25	142	LESTER	LN	424-13-061
26	16171	SUN RAY	DR	424-19-070
27	15710	WINCHESTER	BLV	424-27-013
28	17094	SUMMIT	WY	424-30-037
29		WOOD	RD	510-46-006
30		WOOD	RD	510-46-007
31	110	WOOD	RD	510-47-038
32	138	WOOD	RD	510-47-044
33	148	HILLBROOK	DR	523-11-018
34	120	HILLBROOK	DR	523-11-025
35	15839	DEL CERRO	CT	523-24-036
36		UNION	AVE	523-42-011
37	72	DRYSDALE	DR	527-02-007
38	101	DRYSDALE	DR	527-04-008
39	15777	SHADY	LN	527-05-005
40	15980	SHORT	RD	527-06-009
41		CAMINO DEL		527-08-001
42		CAMINO DEL		527-08-002
43	16065	CAMINO DEL		527-08-003
44	16045	CAMINO DEL		527-08-009
45	15626	FRANCIS OAKS	WA	527-10-002
46	15401	FRANCIS OAKS	WA	527-11-003
47	16300	GREENRIDGE	TR	527-12-003
48	15460	FRANCIS OAKS	WA	527-13-005

Exhibit A

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

	Situs			APN
49	16084		GREENRIDGE TER	527-15-002
50	401		SURMONT DR	527-20-002
51	110		BELVALE DR	527-30-020
52	125		BELVALE DR	527-30-028
53	175		BELWOOD GAT	527-30-032
54	14841		BLOSSOM HILL RD	527-42-003
55	310		SANTA ROSA DR	527-55-036
56	615		BLOSSOM HILL RD	529-16-026
57	401		ALBERTO WY	529-23-018
58	30		RESERVOIR RD	529-29-066
59	39		RESERVOIR RD	529-33-022
60	63		HIGHLAND AVE	529-36-044
61	140		FOSTER RD	529-37-015
62			TOURNEY RD	529-39-047
63	16461	S	KENNEDY RD	532-17-027
64	16481	S	KENNEDY RD	532-17-028
65	150		BROOKE DR	532-18-039
66	17511		PHILLIPS AV	532-39-009
67	17435		PHILLIPS AVE	532-39-013
68	15310		KENNEDY RD	537-15-001
69	233		FORRESTER RD	537-21-010
70	135		WOODED VIEW	537-23-042
71	15876		SHANNON RD	537-26-009
72	15780		SHANNON RD	537-26-016

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

Exhibit A

	Situs			APN
73	15760	SHANNON	RD	537-26-018
74	209	FORRESTER	RD	537-28-005
75	15975	CERRO VISTA	DR	537-30-007
76	16380	HARWOOD	RD	567-18-068
77	16220	HARWOOD	RD	567-18-076
78	104	ALMOND	LN	567-18-077
79	15470	SANTELLA	DR	527-12-010
80	16510	KENNEDY	RD	532-17-025

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 3

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Third Amendment to an Agreement for Services with OpenGov, Inc., for an Amount Not to Exceed $401,214.79**

RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the Agreement for Services with OpenGov, Inc. for Enterprise Asset Management Services and Procurement Suite Services renewable annually, for an amount not to exceed $401,214.79.

FISCAL IMPACT:

This amendment increases the prior annual service level total through expanded enterprise access and domain modules, as detailed in Exhibit D. Funding for the software services was appropriated in the Adopted 2025-26 Operating Budget for Parks and Public Works Administration Program (5101-63332) and Information Technology (2501-63332). Future year expenditures are dependent on annual budget appropriation and may be adjusted during the annual budget development process.

STRATEGIC PRIORITY:

This action supports the Strategic Priorities regarding prudent financial management. Town staff is working with OpenGov software to create more efficient and streamlined processes for bidding and contract management. Parks and Public Works staff use the Asset Management / Cartegraph system for work order management and optimization of work.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

BACKGROUND:

In 2004, the Town of Los Gatos entered into an agreement with Cartegraph for software related to the management of parks and public works operations. This software has been in continuous use within the Department of Parks and Public Works since that time.

In 2019, the Town entered into a five-year agreement with Cartegraph for services through December 31, 2024. In 2022, Cartegraph was acquired by OpenGov, Inc.

On November 21, 2023, the Town Council approved execution of an agreement with OpenGov through December 29, 2024, to add the Procurement Suite. Parks and Public Works (PPW) proposed this implementation to achieve efficiency and consistency regarding procurement and contract management. The system provides centralized document management with automatic reminders and the ability to track spending, insurance, and change requests.

On November 19, 2024, the Town Council approved a new agreement with OpenGov Inc. that brought the Enterprise Asset Management and Procurement modules under one contract, effective December 30, 2024, through December 29, 2025, for a total agreement amount of $66,355.59 with four one-year options to renew pending budget appropriation.

On May 20, 2025, the Town Council approved the First Amendment to the Agreement for Services with OpenGov, Inc. for a Request Management and eSignature Add-On to support the existing procurement system services in an amount of $11,448.72 for a total agreement amount not to exceed $77,804.31.

On October 7, 2025, a Second Amendment was taken to the Town Council for approval but was not executed because the proposal from OpenGov incorrectly listed “Procurement Expert Services: Elevate” instead of “Professional Services” as the service that would replace the “Request Management” services previously contracted for. This error prevented the Town from finalizing the amendment and initiating services under that version.

On November 4, 2025, a revised Second Amendment was taken to the Town Council to correct the description of services being provided by OpenGov for the remainder of 2025. This revised Second Amendment corrected the inaccurate description of services, which had listed “Procurement Expert Services: Elevate” instead of “Professional Services,” preventing execution of the prior version. The revised version was approved and corrected in the service language, but did not finalize long-term service costs, which are resolved through the recommended Third Amendment.

DISCUSSION:

This third amendment to the Agreement for Services will allow staff to continue using the OpenGov systems. The amendment renews the services the Town currently uses but converts the Asset Management software to an enterprise system with unlimited users. This will provide additional user access across PPW work groups, supporting improved operational efficiency and

coordination across maintenance divisions. Additionally, aligning the contract term with the Town's fiscal year simplifies budgeting and reduces the administrative workload associated with mid-year renewals.

This amendment also converts the time of services and compensation to match the Town's fiscal year, rather than the calendar year, as is currently the case. The initial renewal period covers December 31, 2025, through June 30, 2026; future renewals would occur on July 1 of each year.

Future years of the agreement will depend on budget appropriations, but this third amendment clearly defines the anticipated future costs as follows:

- December 31, 2025 – June 30, 2026: $42,693.14
- July 1, 2026 – June 30, 2027: $89,167.01
- July 1, 2027 – June 30, 2028: $93,625.30
- July 1, 2028 – June 30, 2029: $97,925.03

CONCLUSION:

Town Council authorization of this amendment will allow staff to continue working with the OpenGov software suite to optimize operations.

COORDINATION:

This staff report was coordinated with the Finance Department, Information Technology, the Town Attorney's Office, and the software provider, OpenGov.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Third Amendment to Agreement with Exhibit D - OpenGov
2. Second Amendment for Services with Exhibit C - OpenGov
3. First Amendment to Agreement with Exhibit B - OpenGov
4. Original Agreement for Services with Exhibit A - OpenGov

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

OpenGov Inc.

PREAMBLE

This Third Amendment to Agreement for Services is dated for identification on this 2nd day of December 2025, and amends that certain Agreement for Services dated November 19, 2024, and amended by the First Amendment dated April 15, 2025, and the Second Amendment dated October 22, 2025 made by and between the Town of Los Gatos ("Town") and OpenGov, Inc. ("Service Provider"), identified as a C Corporation and whose address is 660 3rd Street, Suite 100, San Francisco, CA 94107.

I. RECITALS

A. Town and Service Provider entered into Agreement for Services on November 19, 2024 ("Agreement").
B. Town and Service Provider executed a First Amendment to the Agreement on May 29, 2025 ("First Amendment").
C. Town and Service Provider executed a Second Amendment to the Agreement on November 10, 2025 ("Second Amendment").
D. Town desires to extend its use of the software services provided by Service Provider.

II. AMENDMENT

1. Section 2.1 Scope of Services is amended to add the following:

   Service Provider shall provide services as described in that certain Proposal/Order Form Number Q-12470 dated November 12, 2025, which is hereby incorporated by reference and attached as Exhibit D.

2. Section 2.6 Compensation is to be replaced in its entirety with the following:

   Compensation for services prior to December 30, 2025 shall not exceed $77,804.31 per the First and Second Amendments. Future Compensation shall not exceed the following:

December 30, 2025 – June 30, 2026:	$42,693.14
July 1, 2026 – June 30, 2027:	$89,167.01
July 1, 2027 – June 30, 2028:	$93,625.30
July 1, 2028 – June 30, 2029:	$97,925.03

   Payment shall be contingent on budget appropriations and annual amendments of the agreement executed by July 1 of each contract year starting in 2026. Total compensation for agreement shall not exceed $401,214.79.

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

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

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

OpenGov, Inc. by:

_____
Sam Kramer, Chief Finance Officer

Recommended by:

_____
Nicolle Burnham, Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

EXHIBITS

Exhibit D – Proposal/Order Form Q-12470 dated 11/12/2025

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-12470	**Prepared By:**	Beverly Dea
Created On:	11/12/2025	**Email:**	bdea@opengov.com
Order Form Expiration:	12/12/2025	**Contract Term:**	42 Months
Subscription Start Date:	12/30/2025		
Subscription End Date:	06/30/2029		

Customer Information:

Customer:	Town of Los Gatos, CA	**Contact Name:**	Kinjal Buch
Bill To/Ship To:	110 E. Main St Los Gatos, California 95030 United States	**Email:**	kbuch@losgatosca.gov
		Phone:	4083995756

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management	12/30/2025	06/30/2026	$6,925.93
Contract eSignatures	12/30/2025	06/30/2026	$392.61
Facilities Domain	12/30/2025	06/30/2026	$4,120.73
OpenGov Core Procurement and Contracts	12/30/2025	06/30/2026	$6,188.61
Orange Advantage	12/30/2025	06/30/2026	$5,765.84
Parks & Recreation Domain	12/30/2025	06/30/2026	$3,846.74
Signal Domain	12/30/2025	06/30/2026	$3,572.51

Stormwater Domain	12/30/2025	06/30/2026	$3,846.74
Systems Integration Support	12/30/2025	06/30/2026	$230.63
Transportation Domain	12/30/2025	06/30/2026	$4,120.73
Walkability Domain	12/30/2025	06/30/2026	$3,682.07
Asset Management	07/01/2026	06/30/2027	$14,465.18
Contract eSignatures	07/01/2026	06/30/2027	$820.00
Facilities Domain	07/01/2026	06/30/2027	$8,606.38
OpenGov Core Procurement and Contracts	07/01/2026	06/30/2027	$12,925.24
Orange Advantage	07/01/2026	06/30/2027	$12,042.28
Parks & Recreation Domain	07/01/2026	06/30/2027	$8,034.13
Signal Domain	07/01/2026	06/30/2027	$7,461.40
Stormwater Domain	07/01/2026	06/30/2027	$8,034.13
Systems Integration Support	07/01/2026	06/30/2027	$481.69
Transportation Domain	07/01/2026	06/30/2027	$8,606.38
Walkability Domain	07/01/2026	06/30/2027	$7,690.20
Asset Management	07/01/2027	06/30/2028	$15,188.44
Contract eSignatures	07/01/2027	06/30/2028	$861.00
Facilities Domain	07/01/2027	06/30/2028	$9,036.70
OpenGov Core Procurement and Contracts	07/01/2027	06/30/2028	$13,571.46

Orange Advantage	07/01/2027	06/30/2028	$12,644.39
Parks & Recreation Domain	07/01/2027	06/30/2028	$8,435.83
Signal Domain	07/01/2027	06/30/2028	$7,834.47
Stormwater Domain	07/01/2027	06/30/2028	$8,435.83
Systems Integration Support	07/01/2027	06/30/2028	$505.78
Transportation Domain	07/01/2027	06/30/2028	$9,036.69
Walkability Domain	07/01/2027	06/30/2028	$8,074.71
Asset Management	07/01/2028	06/30/2029	$15,885.97
Contract eSignatures	07/01/2028	06/30/2029	$900.54
Facilities Domain	07/01/2028	06/30/2029	$9,451.70
OpenGov Core Procurement and Contracts	07/01/2028	06/30/2029	$14,194.74
Orange Advantage	07/01/2028	06/30/2029	$13,225.08
Parks & Recreation Domain	07/01/2028	06/30/2029	$8,823.25
Signal Domain	07/01/2028	06/30/2029	$8,194.26
Stormwater Domain	07/01/2028	06/30/2029	$8,823.25
Systems Integration Support	07/01/2028	06/30/2029	$529.00
Transportation Domain	07/01/2028	06/30/2029	$9,451.70
Walkability Domain	07/01/2028	06/30/2029	$8,445.54

Customer Billing/Service Periods:

Period **Total:**

12/30/2025	$42,693.14
07/01/2026	$89,167.01
07/01/2027	$93,625.30
07/01/2028	$97,925.03

Order Form Legal Terms:

This Order Form incorporates and is made part of the Agreement for Services between Customer and OpenGov **dated 11/19/24,** as amended ("Agreement").

If Professional Services are purchased, the Statement of Work is incorporated by reference.

Fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges and agrees to these Legal Terms.

Town of Los Gatos, CA:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Docusign Envelope ID: CE0B460B-DACB-4D77-BEB5-7FEDDB82D960

AMENDMENT TO AGREEMENT FOR SERVICES

PREAMBLE

This Second Amendment to Agreement for Services is dated for identification on this 22nd day of October 2025, and amends that certain Agreement for Services dated November 19, 2024, and amended by the First Amendment dated April 15, 2025, made by and between the Town of Los Gatos ("Town") and OpenGov, Inc. ("Service Provider"), identified as a C Corporation and whose address is 660 3rd Street, Suite 100, San Francisco, CA 94107.

I. RECITALS

A. Town and Consultant entered into Agreement for Services on November 19, 2024 ("Agreement").
B. Town and Consultant executed a First Amendment to the Agreement on April 15, 2025 ("First Amendment").
C. Town desires to amend the Agreement to revise the scope of services without increasing the compensation of the Agreement.

II. AMENDMENT

1. Section 2.1 Scope of Services is amended to add the following:
   Service Provider shall provide services as described in that certain Proposal/Order Form Number Q-11947.2 dated October 17, 2025, which is hereby incorporated by reference and attached as Exhibit C and replaces and supersedes the prior Exhibit B Order Form Number Q-07800 executed May 29, 2025, as amended.

2. Section 2.6 Compensation is to be replaced in its entirety with the following:
   Compensation for services for the dates December 30, 2024, to December 29, 2025, shall be the original agreement amount of $66,355.59, increased by $11,448.72 pursuant to the First Amendment, for a total agreement amount not to exceed $77,804.31. No additional compensation is authorized by this Second Amendment.

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

Docusign Envelope ID: CE0B460B-DACB-4D77-BEB5-7FEDDB82D960

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

Town of Los Gatos by:

Signed by:
Chris Constantin 11/10/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

OpenGov, Inc. by:

Signed by:
11/7/2025
602C7F59B67B4A4...
Sam Kramer, Chief Finance Officer

Recommended by:

Signed by:
Nicolle Burnham 11/7/2025
0E97831349644C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 11/10/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

EXHIBITS

Exhibit C – Proposal/Order Form Q-11947.2 dated October 17, 2025

Docusign Envelope ID: CE0B460B-DACB-4D77-BEB5-7FEDDB82D960

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

· Form Expiration: /2025 **ract Term:** 7 Months

mer Information:

)

g Frequency:

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Contract eSignatures	05/30/2025	12/29/2025	$432.18

PROFESSIONAL SERVICES:

Product Name	Start D	Description	Fee
oyment – Time ials Billed Mo as Incurred	05/30/2	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$6,696.00

Professional Services Total: $11,016.54

Docusign Envelope ID: CE0B460B-DACB-4D77-BEB5-7FEDDB82D960

Period:	Total:	
05/30/2025	$11,448.72	*Previously Paid against INV21234*

Order Form Legal Terms:

This Order Form replaces and supersedes the Order Form Number *Q-07800* executed on *5/29/2025*.

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

Town of Los Gatos, CA:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Docusign Envelope ID: 78D8379A-447E-4A97-BE19-823F0C5086BD

FIRST AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this 15th day of April 2025, and amends that certain Agreement for Services dated November 19, 2024, made by and between the Town of Los Gatos, ("Town,") and the OpenGov, Inc. ("Service Provider") identified as an C Corporation and whose address is 660 3rd Street, Suite 100 San Francisco CA 94107.

I. RECITALS

A. Town and Consultant entered into Agreement for Services Agreement on November 19, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Agreement.

B. Town desires to amend the Agreement to add to the scope of services and to increase the compensation of the Agreement.

II. AMENDMENT

1. 2.1 Scope of Services is amended to add the following:

   Service Provider shall provide services as described in that certain Proposal dated May 2, 2025, which is hereby incorporated by reference and attached as Exhibit B.

2. 2.6 Compensation is to be replaced in its entirety with the following:

   Compensation for services for the dates December 30, 2024 to December 29, 2025 shall be the original agreement amount of $66,355.59, increased by $11,448.72 for an agreement amount not to exceed $77,804.31. All invoice amounts, including exercised option years (pending budget appropriation and extension of the agreement) shall be invoiced in the amounts further described in the applicable Order Form ("Exhibit A and B").

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

Docusign Envelope ID: 78D8379A-447E-4A97-BE19-823F0C5086BD

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

Town of Los Gatos by:

Signed by:
Chris Constantin 5/29/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

OpenGov, Inc. by:

Signed by:
Joe Lane 5/23/2025
D433DB530DE4424...
Joe Lane, Sr. Director, Finance & Strategy

Recommended by:

Signed by:
Nicolle Burnham 5/27/2025
0E0783134064 4C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 5/28/2025
EFD0738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 5/29/2025
20A720C4AE0A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 78D8379A-447E-4A97-BE19-823F0C5086BD

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-07800	**Prepared By:**	Jonathan Stone
Created On:	05/02/2025	**Email:**	jstone@opengov.com
Order Form Expiration:	05/23/2025	**Contract Term:**	55 Months
Subscription Start Date:	05/30/2025		
Subscription End Date:	12/29/2029		

Customer Information:

Customer:	Town of Los Gatos, CA	**Contact Name:**	Kinjal Buch
Bill To/Ship To:	110 E. Main St Los Gatos, California 95030 United States	**Email:**	kbuch@losgatosca.gov
		Phone:	+1 4083995756

Order Details:

Billing Frequency:	Upfront
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Contract eSignatures	05/30/2025	12/29/2025	$432.18
Request Management	05/30/2025	12/29/2025	$4,320.54
Contract eSignatures	12/30/2025	12/29/2026	$777.92
Request Management	12/30/2025	12/29/2026	$7,776.97
Contract eSignatures	12/30/2026	12/29/2027	$816.82
Request Management	12/30/2026	12/29/2027	$8,165.81
Contract eSignatures	12/30/2027	12/29/2028	$857.66

Docusign Envelope ID: 78D8379A-447E-4A97-BE19-823F0C5086BD

Request Management	12/30/2027	12/29/2028	$8,574.11
Contract eSignatures	12/30/2028	12/29/2029	$900.54
Request Management	12/30/2028	12/29/2029	$9,002.81

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Time and Materials Billed Monthly as Incurred	05/30/2025	Professional Services Deployment - Estimated Time and Materials Billed Monthly as Incurred	$6,696.00

Professional Services Total: $6,696.00

Customer Billing/Service Periods:

Period:	Total:
05/30/2025	$11,448.72
12/30/2025	$8,554.89
12/30/2026	$8,982.63
12/30/2027	$9,431.77
12/30/2028	$9,903.35

Order Form Legal Terms:

This Order Form incorporates the Agreement for Services between the parties dated November 19, 2024.

The "Agreement" consists of the Order Form(s), Agreement for Services, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the Agreement to the exclusion of all other terms.

Hours will be billed upon completion on a time and material basis at a rate of $215.00 per hour. Actual charges may exceed the provided estimate under Time and Materials billing, The final amount billed will reflect the actual hours utilized.

Docusign Envelope ID: 78D8379A-447E-4A97-BE19-823F0C5086BD

Town of Los Gatos, CA:

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

OpenGov, Inc.

Signature:

_____

Name:

_____

Title:

_____

Date:

_____

Docusign Envelope ID: 62AD5440-B646-4767-A09C-5773DE0D0C60

AGREEMENT FOR SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on this 19th day of November 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and OpenGov, Inc. ("Service Provider"), identified as a C Corporation and whose address is 660 3rd Street, Suite 100, San Francisco CA 94107. This Agreement is made with reference to the following facts.

I. RECITALS

Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.

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

Town desires to engage Service Provider to provide new contract for Enterprise Asset Management program (Cartegraph) services and Procurement Suite services provided by OpenGov, Inc.

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

II. AGREEMENTS

2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal Order Form for the period of December 30, 2024 through December 29, 2025 sent to the Town on September 6, 2024, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. The effective date of this Agreement shall begin December 30, 2024 through December 29, 2025, with four one-year options to extend the agreement.

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 Intentionally Omitted.

2.6 Compensation: Compensation for services for the dates December 30, 2024 to December 29, 2025 are in the amount **not to exceed $ $66,355.59**, inclusive of all costs. All invoice amounts, including exercised option years (pending budget appropriation and extension of the agreement). Including option years, shall be invoiced in the amounts further described in the applicable Order Form ("Exhibit A").

Docusign Envelope ID: 62AD5440-B646-4767-A09C-5773DE0D0C60

2.7 Billing. Billing shall be annually by invoice within thirty (30) days of the execution of this Agreement.

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

Invoices:

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

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

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town, which shall not be unreasonably withheld.

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

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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 in 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, Cyber Liability insurance for limits no less than $2,000,000 per occurrence or claim, and $4,000,000 in the aggregate.

- Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant in this contract.
- The policy(ies) shall include coverage for claims involving security breach, business interruption, cyber extortion, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and damage to or destruction of electronic information.
- The policy(ies) shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

iii. Service Provider agrees to have and maintain, for the duration of the contract, Technology Errors and Omissions Liability insurance in an amount of $2,000,000 per occurrence or claim, and $4,000,000 in the aggregate sufficient to

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insure Consultant for technological errors or omissions in the performance of the particular scope of work under this contract.

iv. 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.

3.2 General Liability:

i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insureds as respects: commercial general liability policy to cover liability arising out of activities performed by or on behalf of 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 with respect to this contract. Any insurance or self-insurances maintained by the Town, its officers, officials, or employees shall be excess of the Service Provider's insurance and shall not contribute with it.

iii. Intentionally Omitted.

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.

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

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

3.5 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, and employees ("Indemnitees") from all third party claims for damages, liabilities, penalties, costs, or expenses (including attorneys' fees) in law or equity that may at any time arise or be set up because of damages to

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property or personal injury received by reason of a material breach of this Agreement or in the course of performing work which may be occasioned by a grossly negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor. Service Provider's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such damages or liabilities are caused by the sole or active negligence or willful misconduct of Indemnitees.

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. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement.

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

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

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

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

OpenGov, Inc.
660 3rd Street, Suite 100
San Francisco CA 94107

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

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any

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attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

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

4.9 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

4.10 Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

4.11 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

4.12 Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Docusign Envelope ID: 62AD5440-B646-4767-A09C-5773DE0D0C60

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

Town of Los Gatos by:

Signed by:
Chris Constantin 12/6/2024
3EF03F232F1B428...
Chris Constantin, Town Manager

OpenGov, Inc. by:

DocuSigned by:
Sam Kramer 11/27/2024
A3AFFF18117C415...
Sam Kramer, SVP of Finance

Recommended by:

Signed by:
Nicolle Burnham 12/2/2024
0E978313490644C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 12/4/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 12/6/2024
BF8EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 62AD5440-B646-4767-A09C-5773DE0D0C60

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-00CA2521
Created On: 4/12/2024
Order Form Expiration: 7/30/2024
Subscription Start Date: 7/31/2024
Subscription End Date: 12/29/2025

Prepared By: Marguerite Kuntz
Email: renewals@opengov.com
Contract Term: Prorated + 12 Months

Customer Information

Customer: Town of Los Gatos, CA
Bill To/Ship To: 110 E. Main St
Los Gatos, California 95030
United States

Contact Name: Kinjal Buch
Email: kbuch@losgatosca.gov

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
PRORATED TO ALIGN TO 12/30/2024 Orange Advantage	7/31/2024	12/29/2024	$2,916.67
ONE TIME CREDIT FOR PRORATED PERIOD Orange Advantage	7/31/2024	12/29/2024	($2,916.67)
OMS Plus, OMS User (25 Users), Internal Requests, Asset Condition Manager and Adv Inspections, Automation Manager, Facilities Domain, Parks & Recreation Domain, Signal Domain, Stormwater Domain, Transportation Domain, Walkability Domain, Systems Integration Support, Orange Advantage	12/30/2024	12/29/2025	$48,600.01
OpenGov Procurement	12/30/2024	12/29/2025	$17,755.58

Annual Subscription Total: See Service Terms

Serivce Terms

Service Date:	Amount:	
July 31, 2024	$0.00	*(Prorated to Align to 12/30/2024 + One Time Credit for Prorated Period)*
December 30, 2024	$66,355.59	*(Annual Software Fee)*
December 30, 2025	$68,371.07	*(Optional Auto Renewal Term 1)*
December 30, 2026	$73,157.04	*(Optional Auto Renewal Term 2)*
December 30, 2027	$76,814.89	*(Optional Auto Renewal Term 3)*
December 30, 2028	$80,655.63	*(Optional Auto Renewal Term 4)*

Order Form Legal Terms

"This Order Form incorporates the OpenGov Master Services Agreement (""MSA"") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The ""Agreement"" between OpenGov and the entity identified above (""Customer"") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Town of Los Gatos, CA

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 4

DATE: December 02, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute an Agreement for Consultant Services with Dudek for the Preparation of an Urban Forest Management Plan for an Amount Not to Exceed $243,810 and Approve Revenue and Expenditure Budget Adjustments in the Amount of $243,810**

RECOMMENDATION: Authorize the Town Manager to execute an Agreement for Consultant Services with Dudek for the preparation of an Urban Forest Management Plan for an amount not to exceed $243,810 and approve revenue and expenditure budget adjustments in the amount of $243,810 to the Parks and Public Works Streets Program (5401) revenue (1115401-48621) and expenditure (1115401-63219) accounts from the available Town Tree Fund.

FISCAL IMPACT:

The fiscal impact associated with execution of the agreement is a transfer of $243,810 from the Town Tree Fund to the Parks and Public Works Streets Program for street tree revenue (1115401-48621) and special studies expenditure (1115401-63219) budgets. As of September 30, 2025, the Town Tree Fund had a balance of $967,364, which is sufficient to support the proposed transfer. The fiscal impact associated with the execution of the agreement is a transfer of $243,810 from the Town Tree Fund to the Parks and Public Works Streets Program for the street tree revenue (1115401-48621) and special studies expenditure (1115401-63219) budgets. After the transfer is completed, the Town Tree Fund will have a remaining balance of $723,554.

The use of Tree Fund revenue is supported by Town Code Section 29.10.0985(2)(c), which allows expenditures for the Town's "urban forestry management program," and is consistent

PREPARED BY: Tyler Thomas
Superintendent

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

with the California Urban Forestry Act, which includes planning and adoption of urban forest management plans as an activity that falls within urban forestry management.

STRATEGIC PRIORITY:

This action supports the strategic priority of Community Character and Public Safety, by furthering the Town's emergency preparedness, resiliency, and response capabilities.

BACKGROUND:

The Town currently maintains approximately 1,400 street trees and has been a certified Tree City USA community since 1980. However, the Town does not currently have a comprehensive, data-driven plan to guide tree management and future planting. Increasing community concerns regarding wildfire resilience, drought impacts, and tree canopy loss highlight the need for this plan. Staff has recognized this as a weakness in the administration of the Town's tree program and in the management of the Town's tree canopy.

On July 1, 2025, the Parks and Public Works Department issued a Request for Qualifications (RFQ) for consultant services to develop a Town-wide Urban Forest Management Plan (UFMP). Eight qualified firms submitted proposals: ArborPro Inc., Davey Resource Group, Dudek, Eocene Environmental Group, Inc., PlanIT Geo, Spatial Informatics Group, TRC Engineers, Inc., West Coast Arborists, Inc.

After review of the qualification packages by the Parks and Public Works Director, the Superintendent of Public Works Operations, and the Planning Manager, Dudek and Davey Resource Group were ranked as the most qualified firms. After interviews with both firms, Dudek was selected as the most qualified firm based on experience with municipal urban forestry planning, community engagement, and canopy assessment technology.

DISCUSSION:

The Town currently does not have a formal, long-range plan in place to guide urban forestry policies, planting, maintenance, and resource allocation. The UFMP will address this gap by establishing a vision, goals, and actionable strategies to manage the urban forest in alignment with best practices and community values.

To facilitate the development of the UFMP, staff recommend entering into a consultant agreement (Attachment 1) with Dudek. Dudek will work collaboratively with staff, stakeholders, and the community to prepare a data-driven and community-informed plan.

The Urban Forest Management Plan will provide a strategic framework for the care, maintenance, and enhancement of the Town's urban tree canopy. The consultant's scope of work is included as Exhibit A to Attachment 1 and will include:

A. Assessing the current health and condition of the existing tree canopy, its structure, diversity, and distribution; vulnerabilities to loss due to development, a changing climate, pests, and diseases, as well as measures to counteract these threats.

B. Evaluating how the Town is using available technology to manage the urban forest, and what data-driven approaches are available to enhance it.

C. Evaluating existing relationships with infrastructure owners (including, but not limited to, underground and overhead utilities) and their practices as they relate to the urban forest. Provide implementation methods to improve coordination and cooperation.

D. Analyzing relevant Town codes, policies, and ordinances that pertain to the urban forest, making recommendations for updates, additions, revisions, and improvements.

E. Assessing the current operational capacity to support the urban forest and recommending ways to maximize stewardship of the public urban forest.

F. Evaluating the existing legal arrangements in place that affect trees on private property and providing recommendations on incentivizing the protection of trees on private land.

G. Developing and implementing a Community Engagement Plan to gather input from stakeholders during the planning process, as well as recommendations to enhance community engagement, Town communications, outreach, and education on an ongoing basis. Utilize information gathered during the planning process in the UFMP.

H. Defining metrics to measure success and keep the plan updated and useful for the long term.

I. Strategizing actionable funding mechanisms to move towards a stronger, self-sustaining, urban forest program.

J. Desired final product: a written document, as well as a digital version, such as a story map.

K. Making recommendations regarding preferred trees for Town owned properties (streets and parks) that would enhance biodiversity while reducing long term maintenance burden.

L. Considering the Wildland Urban Interface (WUI), including tree maintenance in the WUI, and best management practices.

The UFMP will support Town objectives for climate resilience, environmental health, and long-term cost-effective management of public trees. Engaging a consultant with expertise in arboriculture and urban forestry planning is appropriate and will accelerate this technical work.

CONCLUSION:

Staff recommends Town Council authorize the Town Manager to execute the Agreement for Consultant Services with Dudek to develop the Town's Urban Forest Management Plan and approve associated budget adjustments from the Town Tree Fund to the Parks and Public Works Streets Program (5401) revenue (1115401-48621) and expenditure (1115401-63219) accounts.

COORDINATION:

This report was coordinated with the Finance Department, Town Attorney's Office, and Town Managers' Office.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Agreement for Consultant Services with Dudek

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on 2nd day of December 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Dudek, ("Consultant"), identified as an S Corporation and whose address is 687 S Coast Highway 101, Suite 110, Encinitas, CA 92024. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Development of an Urban Forest Plan.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on October 30, 2025 , which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect from December 8, 2025 through December 31, 2027. Consultant shall perform the services described in this agreement as described in Exhibit A.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared

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

2.6 Compensation. Compensation for Consultant's professional services shall be **$243,810.00,** inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service. Invoices shall be based on percentage of work complete for each task. Invoices shall include the total fee for the task, the percentage of work complete, the charge for the current invoice and the overall charges to date for the project. A summary of tasks completed shall be provided.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

Email (preferred): AP@losgatosca.gov

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

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

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

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide

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

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

IV. GENERAL TERMS

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

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

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

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

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

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

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

Dudek
687 S Coast Highway 101, Suite 110
Encinitas, CA 92024

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

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

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

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

Town of Los Gatos by:	Dudek by:
_____	_____
Chris Constantin, Town Manager	Joseph Monaco , President & CEO

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Attachments:

A - Los Gatos Proposal_10-30-2025 (1)

Exhibits List

A - Los Gatos Proposal_10-30-2025 (1)

Exhibit A

Los Gatos Proposal_10-30-2025 (1)

Proposal for

October 30, 2025

URBAN FOREST MANAGEMENT PLAN

TOWN OF LOS GATOS

Cover Letter
1/Project Approach
2/Qualifications of the Firm
3/References
4/Sample Projects
Appendix A/Schedule
Appendix B/Budget
Appendix C/Resumes

Prepared by:

DUDEK

COVER LETTER

October 30, 2025

Tyler Thomas
Superintendent – Parks and Public Works
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Subject:Proposal Updates for the Town of Los Gatos Urban Forest Management Plan

Dear Tyler:

Following the proposal interview for the Town of Los Gatos Urban Forest Management Plan (UFMP), Dudek has updated the scope and created a cost estimate for the UFMP project based on correspondence with Town staff. The updates to the scope from the original proposal include the following:

- **Task 4.1 Tree Inventory Sustainability Assessment:** the scope for this task was expanded to include conducting the sustainability analysis for up to 14 neighborhood or census block boundaries, rather than just conducting the analysis on a Town-wide basis.
- **Task 4.8 (Optional) Neighborhood-Specific Tree Planting Palettes:** we have added this new optional task to develop neighborhood- or district-specific tree planting palettes for up to 7 different boundaries.
- **Task 4.9 (Optional) Wildland Urban Interface Assessment:** we have added an additional subtask under this optional WUI task titled Task 4.9.2 Tree Maintenance in the WUI Best Practices, where we would provide guidance sheet with WUI street and park tree management best practices.

The remaining tasks and scope from the original proposal have not been changed.

A budget for the project is now included in the proposal as Appendix B on page 34. The budget for all tasks, including the optional tasks, is $243,810. If excluding the optional tasks, the budget is $208,170.

Thank you for considering our proposal and we look forward to collaborating with you on this project.

Sincerely,

Kevin Cullinen
Urban Forestry Project Manager

TABLE OF CONTENTS

SECTIONS

Cover Letter.....ii

1/Project Approach.....2

2/Qualifications of the Firm.....20

3/References.....28

4/Sample Projects.....30

TABLES

Table 1. Dudek Personnel Role, Education, and Certifications.....20

Table 2. Relevant Experience and Similar Projects.....25

Table 3. References.....28

FIGURES

Figure 1. UFMP Principals.....2

Figure 2. Dudek Team Organization.....23

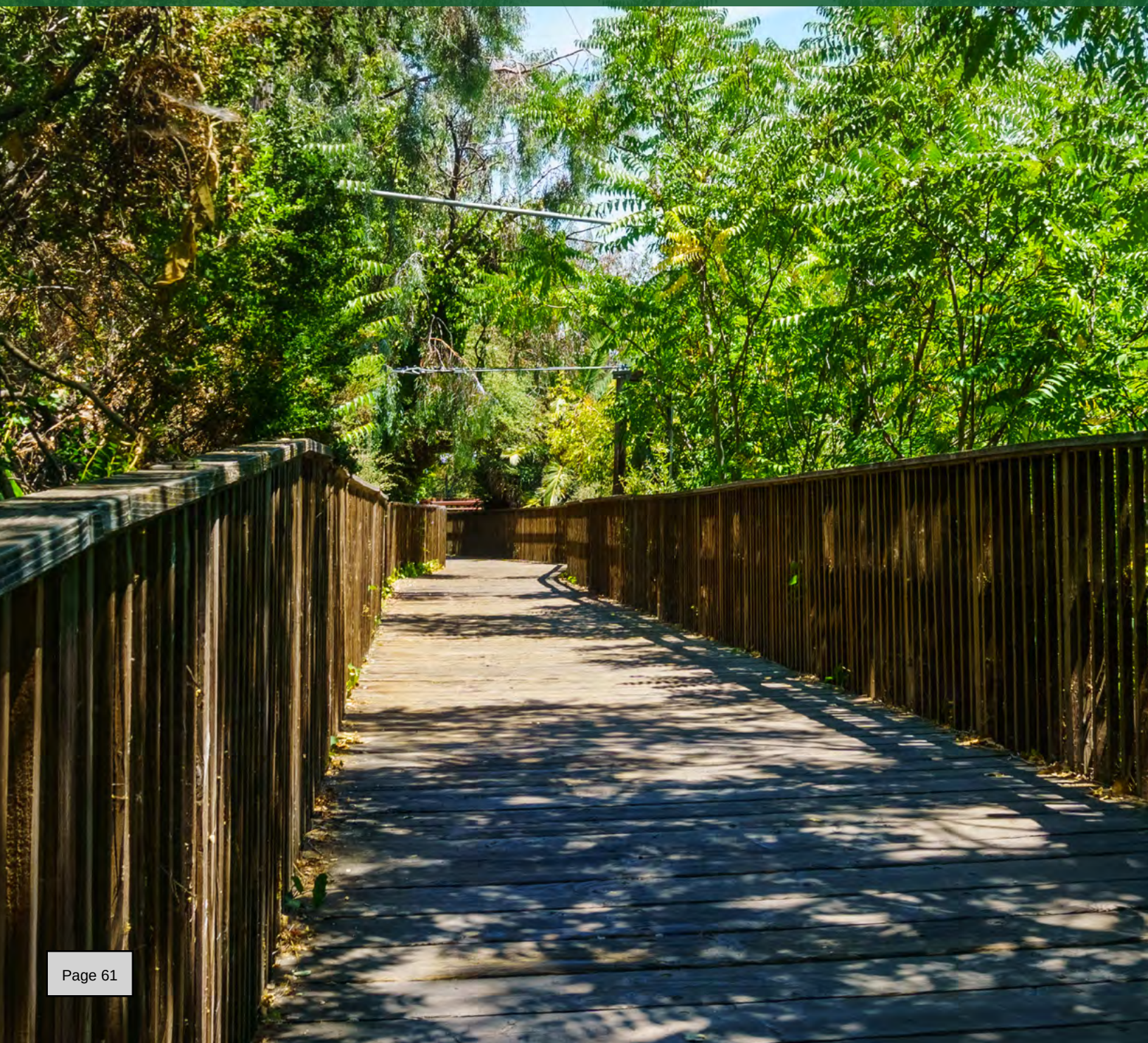
APPENDIX

A/Schedule.....33

B/Budget.....35

C/Resumes.....37

1 PROJECT APPROACH



1 PROJECT APPROACH

Dudek understands that the Town of Los Gatos (Town) is seeking qualified consultants to assist in the development of an urban forest management plan (UFMP). Dudek breaks down urban forest management planning into four main principles, as presented in **Figure 1**.

Figure 1. UFMP Principles

The following principles are essential in creating an effective UFMP:

- **People:** Ensuring that the values and perspective of the Town staff, elected officials, and community are reflected in the final UFMP
- **Policies, Standards, and Integration:** Creating alignment with broader Town goals and standards that can be consistently applied by current and future town staff
- **Urban Forest Resource:** Analyzing the publicly managed tree inventory and Town-wide canopy cover to ensure long-term tree retention and growth
- **Urban Forest Management:** Understanding the human and financial resources needed to manage a sustainable urban forest

The following scope of work reflects how Dudek will integrate these planning principles into developing the Town's UFMP.

PEOPLE

People are at the heart of every urban forest. Town staff contribute institutional knowledge, long-term perspective, and a deep commitment to public service, while residents, business owners, and local organizations bring diverse lived experiences and priorities. Together, their insights ensure that the UFMP is grounded in operational realities, aligned with community values, and responsive to historic inequities in urban forest access and investment.

Task 1: Town Information Gathering, Team Meetings, & Project Management

TASK 1.1 STAFF INTERVIEWS

The Dudek team will begin with a series of structured interviews with Town staff to ensure that the UFMP is grounded in the Town's operational realities and informed by those who steward the urban forest daily. These conversations will be tailored to each department's role in urban forestry and will focus on identifying current practices, challenges, and opportunities for improvement. We anticipate that up to eight meetings will be required for this task.

TASK 1.2 RIDE ALONG

Dudek will conduct a ride along for one day with the appropriate Town staff to gain firsthand insight into the day-to-day operations, workflows, and site-specific conditions. Dudek sees this as a foundational first step towards developing a real-world understanding of the urban forest, adding greater depth and nuance to our analysis.

TASK 1.3 PROJECT TEAM MEETINGS

We propose monthly virtual meetings between the Dudek team and Town staff to maintain alignment throughout the project. These meetings will be used to share progress updates, review draft materials, and ensure that the UFMP remains responsive to Town priorities. Following the project kickoff meeting, we will work with Town staff to establish a cadence and format that fits with the Town's availability.

TASK 1.4 PROJECT MANAGEMENT AND QUALITY ASSURANCE

Dudek Project Manager Kevin Cullinen will track work progress, budgets, schedules, and deadlines throughout the duration of the project. He will lead the Dudek team on analysis parameters and Town priorities to ensure high-quality deliverables. He brings extensive experience collaborating with various organizations and will provide effective, timely project management for the Town, the Dudek team, and partnering entities.

Deliverables

- Dudek will conduct eight interviews with Town staff.
- Dudek will participate in one ride along with Town staff.
- Dudek will facilitate monthly project team meetings, providing an agenda, follow-up meeting notes, and action items for the Town and Dudek team.

Task 2: Community Engagement

TASK 2.1 COMMUNITY ENGAGEMENT PLAN

Dudek's approach to public engagement is rooted in accessibility, relevance, and creativity. We aim to meet people where they are, whether that is at a community event, in a park, or online, and create opportunities for meaningful input that feels approachable and worthwhile.

Dudek will partner with the Town in developing a community engagement plan that best serves the community and the Town. Dudek will leverage the Town's takeaways during previous plan development projects, like the 2040 General Plan. Depending on how the Town evaluates the success of its prior engagement activities, we will either model our approach on those efforts, draw from Dudek's extensive experience leading UFMP engagement, or pivot to a creative alternative tailored to the Town's needs. Dudek will draft and submit a public outreach plan to the Town that will summarize all the planned outreach and engagement events and presentations within 3 months of the project kickoff meeting.

Dudek recognizes that generational and cultural differences influence how community members engage with information and provide feedback. To ensure inclusive participation, our engagement strategy spans a wide spectrum of outreach, from traditional methods like paper surveys and newspaper advertisements to contemporary tools such as emoji-based surveys and social media outreach. Outreach materials will be multilingual.

TASK 2.2 IN-PERSON MEETINGS

Dudek will provide technical and facilitation support for each in-person engagement event. To maximize the value of each visit, in-person events will be strategically paired with other project tasks outlined in this proposal.

Three initial in-person events will be held during the information gathering phase. These events will be designed to collect input, build relationships, and spark curiosity about the Town's urban forest. Each session will feature the following:

- Interactive displays tailored to local tree species and canopy trends
- Hands-on activities such as "Tree Story Stations" where residents can share personal experiences with trees in their neighborhoods
- Multilingual materials (English and other prominent languages in the Town of Los Gatos) and guided discussions facilitated by Dudek staff trained in inclusive engagement
- Hard-copy surveys and visual preference boards that capture feedback from residents who may not engage online

Each event will be hosted in a different part of town to ensure geographic equity and to reach a diverse cross-section of residents. Locations will be selected in collaboration with Town staff to align with existing community events or venues with high engagement potential.

A fourth in-person event will be held during the public comment period for the draft UFMP. This session will present the following:

- Key findings from the inventory and canopy assessment
- The draft vision, guiding principles, and proposed strategies
- Opportunities for residents to ask questions, provide feedback, and submit written comments

Throughout the engagement process, residents will be invited to share their experiences with tree planting and maintenance on private property, as well as their observations of Town tree management. These insights will directly inform the UFMP's recommendations for stewardship, equity, and long-term sustainability.

TASK 2.3 TECHNICAL ADVISORY COMMITTEE MEETINGS

Urban forest management within any town includes multiple actors across all levels of town staff, elected officials, community organizations, and community members, each playing a different role in creating a healthy urban forest. Dudek will assist the Town in assembling a technical advisory committee (TAC), designed to bring individuals together, and provide the community with a role in creating a UFMP that addresses the community's needs. TAC members would be selected based on criteria developed by Dudek and the Town and in partnership with local partner organizations, to verify that a broad range of interested parties are represented. The objectives of the TAC meetings will be to develop a vision statement for the UFMP, understand community priorities, inform long-term goals and actions, and provide comment on draft versions of the UFMP. Three virtual TAC meetings will be held throughout the development of the UFMP to complete these goals and objectives. Dudek will facilitate these meetings and share relevant research and information to assist in developing the UFMP goals.

- A shared vision for the Town's urban forest
- Priority issues to address in the UFMP
- Short-, medium-, and long-term goals
- Public education needs and opportunities
- Feedback on the UFMP public draft

TASK 2.4 ONLINE SURVEY

Online surveys generally result in significantly higher public input than surveys conducted during in-person engagement and offers a broader range of input on specific questions of importance to the Town. To gather the maximum amount of public feedback, Dudek will develop and host an online survey using the Esri Survey 123 platform in both English and the second most prominent language spoken in the Town. Questions will consist of topics related to urban forest values, perceived benefits of trees, understanding of the current Town urban forestry ordinances and tree removal process, and ways the Town can support community tree planting efforts. Demographic questions will be included to ensure that the survey is equitably distributed and representative of the Town's community members. Hard copies of the survey will be printed out and made available at the in-person meetings. A second version of the survey will be created to engage the younger population and will utilize an emoji-based, "one click", mobile-friendly format. Results of the surveys will be compiled in an electronic file, summarized, and included in the UFMP.

TASK 2.5 MEDIA AND SUPPORTING MATERIALS

The Dudek Marketing and Graphic teams will prepare outreach materials that will communicate project insights and goals through infographics. Using input from key stakeholders and the Town, we will identify strategic media outlets for these outreach materials, such as local newspapers and television news outlets, YouTube, Instagram, Facebook, X (formerly Twitter), LinkedIn, TikTok, or the Town's website, to engage the public in the UFMP process.

TASK 2.6 TOWN WEBPAGE

Dudek will create educational infographics and provide project updates to be added to the Town's website to further enhance community education about the value of the Town's trees and encourage participation in the Town urban forest program. Dudek's web design services will help enhance urban forestry's online presence and serve as a hub for all project updates, meeting notifications, UFMP documents, education materials, and urban forestry resources for residents.

Deliverables

- Community engagement plan
- Coordination and attendance at four in-person community events, and three virtual TAC meetings
- Online survey (English and Spanish) and summary of results
- Outreach materials for community events (English and Spanish)
- Social media content on UFMP process and public engagement opportunities
- Community feedback report summarizing the statistical results of the in-person and virtual meetings and online survey
- Webpage for UFMP and related project information

POLICIES, STANDARDS, & INTEGRATION

Urban forest practices are guided by municipal codes, zoning ordinances, maintenance standards, and planning documents. This context helps ensure that the UFMP aligns with current regulations and identifies opportunities for policy updates or new ordinances.

Task 3: Policy and Standards

TASK 3.1 REVIEW OF CODES, POLICIES, & ORDINANCES

Codes, policies, and ordinances are tools for encouraging accountability among private property owners and aligning individual actions with broader community goals. The level and effectiveness of regulation can vary widely between cities, and even well-intentioned ordinances may fall short of addressing on-the-ground realities. Over time, all comprehensive frameworks require refinement to stay relevant and effective, especially in the face of challenges like staff turnover, shifting council priorities, and inconsistent community compliance.

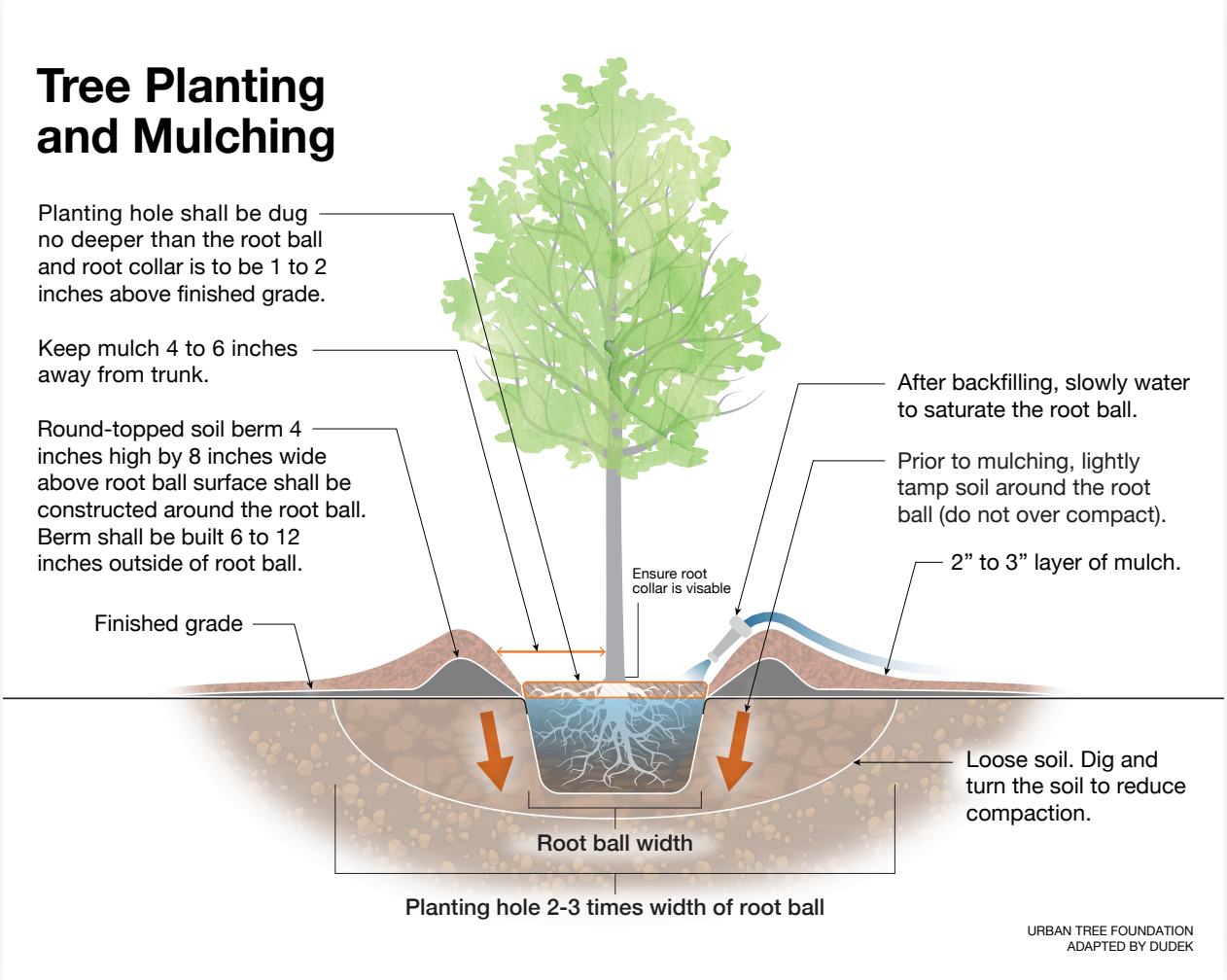
Dudek will review all relevant Town codes, policies, and ordinances that pertain to trees, the urban forest, and interconnected goals of the Town. This would include documents like the Town Municipal Code, Landscaping Policy, and Hillside Development Standards & Guidelines. After the review, we will provide recommended updates, edits, and areas for improvement. In addition to updating that outward-facing regulatory language, we also use our staff interviews to examine the internal processes of project review, code compliance practices, and implementation programs to ensure that the procedures outlined in the code are realistic and aligned with staff capacity. This dual focus helps ensure that the Town's urban forest policies are well-written and are implementable and resilient over time.

TASK 3.2 SPECIFICATIONS AND STANDARDS REVIEW

For this task, Dudek's International Society of Arboriculture (ISA) Certified Arborists will review existing Town standards related to urban forestry, which may include tree planting, pruning, and spacing requirements for Town-maintained trees. The goal is to ensure that current practices are efficient, systematic, and aligned with industry standards in arboriculture and urban forestry. Our evaluation will focus on maximizing the long-term value of the urban forest while minimizing maintenance costs, liability risks, and inefficiencies. We anticipate up to two revision cycles with the Town before providing the final updated standards and details.

Deliverables

- Ordinance review with comments and suggested changes for relevant codes, policies, and ordinances
- Summary document of the code, policy, and ordinance review containing a description of the document and table highlighting the existing policy, the recommended edit, and how that will improve urban forest management
- Recommendations to improve the internal processes to manage permits, implement codes, and enforce policies
- Updated Town standards and details for tree management practices



URBAN FOREST RESOURCE

A clear understanding of the urban forest can be synthesized through the analysis of aerial imagery, lidar data, and tree inventory data. This provides baseline conditions for canopy cover and inventory sustainability that informs the goals and metrics the town will use to measure progress towards a sustainable urban forest.

Task 4: Urban Forest Resource Assessment

TASK 4.1 TREE INVENTORY SUSTAINABILITY ASSESSMENT

Dudek will begin by leveraging the Town's existing tree inventory data to develop a comprehensive understanding of the urban forest's current composition and performance. This includes analyzing species-specific metrics, such as prevalence, condition ratings, and maintenance history, as well as evaluating how individual species perform relative to others in terms of health condition and maintenance needs. Dudek will then assess broader urban forest indicators, including species diversity, age distribution, canopy coverage, and other sustainability factors, such as climate adaptability and pest vulnerability. This assessment will be conducted for up to 14 neighborhood or census block boundaries. Dudek will also use i-Tree Eco to quantify ecosystem services on a town-wide basis. The result of this analysis will inform strategies the Town can implement to maintain an urban forest resilient to known and unanticipated threats to trees.

Findings from this analysis will also inform the development of a recommended species list (Task 4.6) tailored to the Town's goals, balancing biodiversity, climate resilience, and long-term maintenance efficiency. This list will serve as a strategic guide for future planting efforts across streetscapes, parks, and other public spaces.

TASK 4.2 CANOPY COVER ASSESSMENT

Dudek understands that the Town has access to aerial imagery that is approximately 3–5 years old. Dudek will work with the Town to review the available imagery and assess its suitability for the canopy assessment. Dudek will also identify and evaluate additional datasets, such as publicly available 2024 National Agriculture Imagery Program (NAIP) imagery, other recent satellite or aerial imagery, and the 2020 lidar dataset available for the area, to determine the most appropriate dataset or combination of datasets for the analysis. This approach will help ensure that the assessment reflects current conditions and supports reliable results.

Based on the selected imagery, Dudek will either develop a new land cover classification or utilize an existing high-resolution land cover dataset to identify and quantify tree canopy. Dudek will calculate total canopy acreage and percent cover across up to five geographic boundaries of interest, such as Town limits, census tracts, landscape maintenance districts, parks, or other areas identified by Town staff.

TASK 4.3 HISTORICAL CANOPY CHANGE ASSESSMENT

Dudek will evaluate changes in tree canopy over time by comparing current canopy conditions with a historical dataset, to be selected in coordination with the Town. This high-level assessment will quantify canopy gain or loss and identify spatial trends, providing valuable context for understanding past management outcomes and informing future planning efforts. This analysis will also help to assess the impacts of development on Town-wide canopy cover, areas that are vulnerable to potential canopy loss, and recommended strategies to maintain canopy cover in these areas.

TASK 4.4 CANOPY COVER TARGET

Dudek will conduct a preliminary analysis to support canopy cover goal setting. This will include estimating potential canopy gains from continued growth of existing town-managed trees and planting at currently identified vacant sites. In addition, Dudek will conduct a Possible Planting Area (PPA) analysis to identify locations that are biophysically suitable for future tree planting. The analysis will consider land cover constraints and planting feasibility. These estimates will help the Town explore phased or long-term canopy cover targets. Following this analysis, Dudek will evaluate the budget required to achieve different canopy goals, recommend a feasible canopy target, and estimate the number of trees that would need to be planted over time to reach that goal.

TASK 4.5 PRIORITY PLANTING

Dudek will assess priority planting areas by integrating canopy cover, heat exposure, and socioeconomic data, land use, and available planting areas. The Town is estimated to have relatively high canopy (~40%) and has low CalEnviroScreen scores, a combination of findings that may suggest few urban forestry-related environmental burdens in the Town compared to other California cities. Targeted planting can still address localized heat and support long-term canopy resilience. This assessment will directly support the development of targeted planting strategies and long-term implementation planning.

TASK 4.6 STREET TREE LIST

Dudek will update the Town's tree list to reflect species best suited to thrive in Los Gatos, drawing on findings from the current conditions assessment, existing research, staff observations, and Dudek's regional experience. We recognize that tree species vary widely in their spatial, environmental, and maintenance needs, and we strongly support the International Society of Arboriculture's "Right Tree, Right Place" principle. Guided by this approach, we will develop a species list that is both ecologically appropriate and user-friendly, enabling a wide range of users to identify the right tree for the right site.

TASK 4.7: URBAN FOREST RESOURCE REPORT

A comprehensive Urban Forest Resource Report will be prepared, detailing all results and methodologies included for the assessment of the tree inventory and canopy cover analysis. This report will provide a thorough overview of the current state of the tree inventory and canopy coverage, as well as results from the canopy growth analysis, guiding future tree canopy goals, assessing tree equity, and addressing climate change impacts through urban forestry. This report will serve as an addendum to the UFMP and will be crafted as a public-facing communication tool. It will outline how tree planting will be prioritized throughout the Town, presenting a clear and targeted plan based on available planting spaces.

Deliverables

- Urban Forest Resources Report
  - » Tree Inventory Sustainability Assessment results
  - » Town-wide canopy cover assessment
  - » Canopy cover by five geographic boundaries
  - » Canopy cover change analysis
  - » Priority Planting Area analysis
  - » Recommended canopy cover goal
  - » Recommendations to achieve canopy cover goal
  - » Identified priority areas to increase canopy cover
- Street tree list
  - » Species-specific conditions
  - » Available as a printable document
  - » Uploaded to SelecTree for easily accessible details for each recommended tree list
  - » A “Do Not Plant” list that includes invasive or otherwise undesirable species

Assumptions

- The Town will provide the most recent public tree inventory data in shapefile and/or Excel format.
- The Town will provide available aerial imagery to support the canopy assessment.
- The Town will provide relevant spatial data in shapefile format, including Town boundaries, landscape maintenance districts, parks, and any other geographic boundaries of interest.

TASK 4.8 (OPTIONAL): NEIGHBORHOOD- SPECIFIC TREE PLANTING PALETTES

Dudek will leverage the Town’s current inventory alongside the Townwide species list (described in Task 4.6) to develop up to 7 neighborhood- or district- specific tree planting palettes. These palettes will reinforce neighborhood identity through cohesive aesthetics while enhancing species diversity at the Townwide scale. Dudek will work with the Townwide species list, tree inventory data, and incorporate the Town’s on-the-ground experience to ensure that the trees recommended are well suited for the sites present in each neighborhood or district.

Deliverables

- A one-page summary of the methods used to determine tree species for each palette.
- Planting palettes will be delivered as spreadsheets.
- Dudek will submit one draft version and one final version of each planting palette.
- Upon delivery of the first draft species list, Dudek will host one, one-hour online meeting with Town staff to review the recommended species list.
- Upon Town review, discussion, and any edits, Dudek will submit final version of the Town’s spreadsheet, that includes 2 or more recommended species per site.

TASK 4.9 (OPTIONAL) WILDLAND URBAN INTERFACE ASSESSMENT

Task 4.9.1 Trees Species Assessment

Urban forest management and wildland–urban interface (WUI) maintenance often intersect in complex ways, with fire safety guidelines sometimes conflicting with standard arboricultural practices. Dudek will conduct a wildfire hazard assessment of the Town's tree inventory to proactively reduce risk in mapped WUI and Fire Hazard Severity Zones (FHSZ).

Using the Town's geographic information system (GIS)-based tree inventory and publicly available WUI/FHSZ datasets (e.g., California Department of Forestry and Fire Protection), Dudek will evaluate each species' relative fire hazard—low, medium, or high—based on established sources, such as SelecTree, University of California Agriculture and Natural Resources, U.S. Forest Service Fire Effects Information System, and regional fuel modification lists. Dudek will identify high-hazard species located within WUI or FHSZ areas and recommend phased replacement with more fire-resistive alternatives. Our analysis will include a curated list of suitable replacement species, considering fire resistance, site conditions (e.g., water use, planting space), and long-term viability. Results will be summarized in a tree replacement plan, including species, quantities, locations, and a recommended implementation schedule. This plan will be integrated into the UFMP and formatted for clarity, primarily in a table format.

Once the tree species assessment is completed, Dudek will use the Town's tree inventory GIS data to filter for the species identified as high-hazard and create a GIS feature layer and static map(s) that flag high-hazard species and recommended replacements. This will allow Town staff to compare those hazard tree locations against CAL FIRE Fire Hazard Severity Zones and the Town's pending fire spread modeling and evacuation hazard layers. An interactive version of this map will be added to the Story map in Task 6.8.

Task 4.9.2 Tree Maintenance in the WUI Best Practices

We understand that wildfire risk isn't limited to one element, such as species, rather it is a combination of elements including separation between adjacent vegetation, proximity to roadways, structures, and electrical utilities, and building construction. Therefore, management of the Town's urban forest in the WUI should also include fire agency and industry best practices for managing wildfire risk related to tree care and tree placement. Dudek will incorporate into the WUI assessment a review of the applicable defensible space requirements and wildfire risk reduction guidance for the Town's urban forest including trimming and removal guidelines, spacing recommendations based on separation between structure, power lines, and adjacent vegetation, and addressing conflicts between UFMP goals and satisfying property insurance requirements.

Deliverables:

- Table of the results of the WUI Assessment of Tree Species in the Town Tree Inventory, including replacement species for high hazard species
- WUI Street and Park Tree Management Guidance Sheet(s)

URBAN FOREST MANAGEMENT

A community's urban forestry program must have the necessary human and financial resources to maintain trees in a safe and healthy condition so community members can receive the full environmental benefit that trees provide.

Task 5: Urban Forest Management Assessment

TASK 5.1 BUDGET, STAFFING, AND EQUIPMENT ANALYSIS

Understanding the Town's staff capacity to implement and sustain its urban forest goals is central to this planning effort. Our team will evaluate the current staffing structure, including roles, responsibilities, and interdepartmental coordination, to identify strengths and gaps in operational capacity. This analysis will be informed by staff interviews, the ride along, a review of organizational charts and job descriptions, comparisons with other cities, and findings from existing literature. We will also assess the Town's current budget allocations for tree-related activities, such as planting, maintenance, risk management, community engagement, and equipment expenditures. Budget allocations will be analyzed alongside the level of service that the Town is providing. The analyses will identify opportunities to reallocate resources, pursue external funding, or phase in new investments over time. The resulting recommendations will be practical and scalable, offering a clear path toward a more resilient and self-sustaining urban forestry program.

TASK 5.2 TECHNOLOGY ASSESSMENT

Dudek will evaluate the Town's current use of technology in managing its urban forest, including the use of Cartegraph Asset Management software, GIS data layers, work order management systems, and mobile data collection tools. Our team will assess the level of integration across these systems, the frequency of updates, and how effectively the tools support coordination across departments and data-informed decision making.

We will identify opportunities to optimize or expand the use of existing technologies based on the Town's goals, staffing capacity, and resources. Recommendations may include enhancements to inventory tracking, improved alignment between GIS and work order systems, or adoption of scalable tools such as cloud-based platforms, mobile applications, or public-facing dashboards. We will also outline emerging technologies that could be incorporated over time, including advanced tree risk assessment software, 3D tree modeling, remote sensing of temperature and soil moisture, and the use of artificial intelligence (AI) to support efficient and informed decision making.

TASK 5.3 INFRASTRUCTURE ASSESSMENT AND GUIDELINES

Urban forest management often intersects with infrastructure systems both above and below ground. Dudek will evaluate the Town's existing relationships with utility providers and infrastructure owners, including electric, water, telecommunications, and underground services. Our goal is to understand how current coordination practices affect tree health, planting and removal decisions, long-term canopy goals, and utility providers' ability to effectively provide essential services.

We will review relevant policies, permitting processes, and communication protocols to identify areas for improvement. For example, we may examine how tree planting near overhead lines is managed, or how root conflicts with underground utilities are addressed. Based on this review, we will provide practical recommendations to improve coordination, such as standardized planting setbacks, joint review procedures, or shared mapping tools that help avoid conflicts before they occur.

Our approach emphasizes proactive collaboration, recognizing that infrastructure plays a major role shaping the urban forest. We will use previous experience in developing systematic decision-making processes to address tree and infrastructure conflicts. By aligning goals, developing and improving communication, the Town can reduce risk, streamline operations, and support a healthier, more resilient canopy.

TASK 5.4: URBAN FOREST MANAGEMENT REPORT

Dudek staff will use the analyses performed in Task 5 to document the Town's current budget, management, and operational procedures involving trees and will identify any major challenges posed by current management practices or by local environmental and climate constraints affecting the Town's tree canopy. We will then provide a summary of our analysis and a comparison with the urban forestry programs of other cities, make recommendations for altering the maintenance strategies based on best practices, and provide justification for the recommended revisions. Dudek will use the analysis to develop best management practices and a potential list of funding opportunities specifically for the Town.

Deliverables

- Urban Forest Management Report
  - » Flow chart of governance structure
  - » 5-year budget analysis and cost-per-tree management task
  - » Potential urban forest funding mechanisms
  - » Recommendations for integrating technology
  - » Recommendations to manage trees and infrastructure conflicts
  - » Overall recommendations to improve the Town urban forest program

Assumptions

- The Town will provide data/documents for analysis, including existing Town documents and plans, budgetary information, tree ordinances, and work records.

THE PLAN

A strong UFMP connects today's canopy with the community's long-term goals, balancing bold ideas with practical steps.

Task 6: UFMP Development

TASK 6.1 UFMP OUTLINE

Rather than applying a predefined structure, our team will work closely with Town staff to shape the UFMP's outline around local priorities, operational realities, and community input. We approach each plan as a unique opportunity to reflect the character and needs of the place it serves. Through early collaboration, we will co-develop a framework that ensures the UFMP best addresses the Town's needs and goals.

TASK 6.2 STRATEGIC PLAN FRAMEWORK

Based on our comprehensive analyses, data synthesis, interviews, and community engagement activities, Dudek will create an actionable strategic plan for the Town's urban forest that will guide its long-term vision. The strategic plan will follow a logical order and will include the following:

- **Vision:** A statement will be created to establish a vision for the future of the urban forest. This statement will verify that there is a common understanding of the UFMP outcome.
- **Guiding Principles:** Dudek will further refine the vision statement into specific categories based on Town, working group, and community member values.
- **Goals:** Dudek will identify the outcomes that the Town seeks to achieve for each guiding principle. Goals will be specific, measurable, attainable, realistic, and time sensitive.
- **Actions:** Dudek will identify specific tasks that contribute to the goals and that need to be completed to achieve the vision of the UFMP.

TASK 6.3 IMPLEMENTATION PLAN

Dudek will prioritize the strategic plan into timeframes agreed upon with the Town for which actions it will tackle first. Typical timeframes occur in year one priorities, and then short-term (Years 2–5), medium-term (Years 5–7), and long-term (Years 7–10) priorities. Each action will be assigned to a specific department that will be responsible for implementation and estimated cost. Year one priorities will also be provided with supplemental information to support implementation. This could include things like grant funding options for tree planting and care or ordinance development guidelines.

TASK 6.4 MONITORING PLAN

The UFMP is an adaptive document that necessitates periodic review to verify that goals and actions remain realistic and obtainable based on changes to the Town's environmental and economic conditions. One component of the monitoring plan will layout actions that should be taken in periodic intervals to track progress of implementing the UFMP and if goals and priorities are still relevant to current conditions. This may include recommendations like when to replicate the canopy cover analysis, inventory sustainability analysis, and other general updates to the UFMP.

Dudek also recommends using the Community Assessment and Goal-Setting Tool created by Vibrant Cities Lab as a main component of the monitoring plan. The tool provides a clearly defined process to measure and define successful implementation of UFMP goals and objectives. **Vibrant Cities Lab** is a collaboration of the United States Forest Service, American Forests, and the National Association of Regional Councils, and serves as an online hub of urban forest and tree research, best practices, and planning tools (http://vibrantcitieslab.com). The Community Assessment and Goal-Setting Tool is based on research on urban forest sustainability and establishes criteria and indicators to measure urban forest sustainability. The tool enables the user to continuously monitor measurable outcomes to determine progress toward completing goals.

TASK 6.5 ADMINISTRATIVE DRAFT

Dudek will prepare an administrative draft of the UFMP for internal review by Town staff. This version will include all core components of the UFMP, such as preliminary findings, draft recommendations, and a working outline of implementation strategies. The administrative draft is designed to facilitate focused feedback and discussion before the UFMP is released for public comment.

This draft will be informed by our full suite of analyses, staff interviews, ride-alongs, community engagement, policy review, resource assessment, and management assessment. As we develop the draft, our team will connect insights across these efforts, identifying key themes that reflect both the technical realities of urban forest management and the lived experiences of those who interact with the Town's trees. These findings will guide our recommendations. Dudek will incorporate Town input to refine the document's tone, organization, and content, ensuring the plan is aligned with local priorities and ready for broader community review.

The administrative draft will be delivered as a formatted document for internal review. While this version will focus on content development, we will also begin identifying opportunities for visual storytelling, such as graphics and maps, that will later be adapted for both the final printed plan and the digital story map. This ensures a smooth transition into both the final printed and digital versions of the plan.

TASK 6.6 PUBLIC DRAFT

The public draft will incorporate edits from Town staff and will be made available for a 30-day public review period. Dudek will coordinate with the Town to broadcast the draft on its website and other relevant media channels. Dudek will also provide a dedicated email address and clear instructions for submitting comments.

Dudek will prepare the public draft of the UFMP in pdf format using Adobe In-Design To support public understanding and engagement, this version may include draft maps, conceptual visuals, and layout elements that preview the final design direction. These preliminary graphics will help convey key findings and recommendations while allowing flexibility to adjust based on community feedback.

TASK 6.7 FINAL DRAFT

Following the public comment period, Dudek will finalize the UFMP in both print and digital formats. The final UFMP will include fully developed graphics, custom maps, and visual summaries that reflect the Town's priorities and incorporate public input. The printed version will be professionally formatted for clarity and long-term use, while the digital story map will serve as an interactive, publicly accessible platform for ongoing education and outreach.

This phased approach to visual development ensures that design resources are used efficiently and that all visual content aligns with the final, community-informed direction of the UFMP.

TASK 6.8 STORY MAP

Mirroring the timeline of the UFMP final draft document development, Dudek GIS and graphic experts will create an interactive and educational Story Map that can be hosted on the Town's existing ArcGIS Online account. Unlike a traditional plan document, a Story Map deeply engages the reader through dynamic text, figures, and interactive maps. This storytelling method will allow residents to learn in an interactive way about the Town's urban forest, including urban forest sustainability, equity of tree distribution, current tree canopy level, and recommendations from the UFMP to meet the Town's urban forestry goals.

TASK 6.9 DELIVERY TO COMMISSION AND TOWN COUNCIL

Following the completion of the final UFMP, Dudek will support Town staff in presenting the UFMP to both the appropriate commissions and the Town Council. Depending on Town needs and processes, our team may prepare a concise, visually supported presentation that highlights the UFMP's key findings, community-informed vision, and recommended strategies. We will tailor the presentation to align with the Town's priorities and the interests of each audience, ensuring clarity and relevance.

Dudek will coordinate with staff in advance to confirm presentation format, timing, and any specific areas of focus. Presentation materials will draw from the final UFMP and story map and include high-quality visuals. Dudek will attend in-person meetings for delivery to a commission as well as the Town Council and will respond to questions and support Town staff in facilitating discussion and next steps.

(OPTIONAL) TASK 6.10 UFMP IMPLEMENTATION SUPPORT

Following the completion of the UFMP, Dudek will provide support to Town staff for an additional one-year period to assist with accomplishing year one priority tasks as outlined in the implementation plan.

Deliverables

- UFMP outline
- Strategic plan
- Monitoring plan
- Administrative draft UFMP (Word document)
- Public draft UFMP (PDF and Word document)
- Final UFMP (PDF)
- UFMP digital story map
- Presentations at up to six Town council meetings

Assumptions

- Town staff will provide comments on the administrative draft within a 30-day period.

2 QUALIFICATIONS OF THE FIRM

2 QUALIFICATIONS OF THE FIRM

Qualifications of Project Personnel

EXPERIENCED CONSULTANT TEAM

The Dudek team contributes an external lens and specialized expertise in urban forestry, providing an objective third party assessment to develop findings that translate into actionable strategies.

Led by Project Manager Kevin Cullinen and Senior Urban Forester Ryan Allen, the Dudek team has been carefully selected to provide the specific expertise needed to complete the scope of services outlined in the Request for Qualifications (RFQ), which requires the multidisciplinary expertise of wildfire protection, transportation planning, emergency management, and climate resilience. The staffing plan outlines each team member's roles, responsibilities, and time commitments to ensure seamless coordination and execution.

Table 1. Dudek Personnel Role, Education, and Certifications

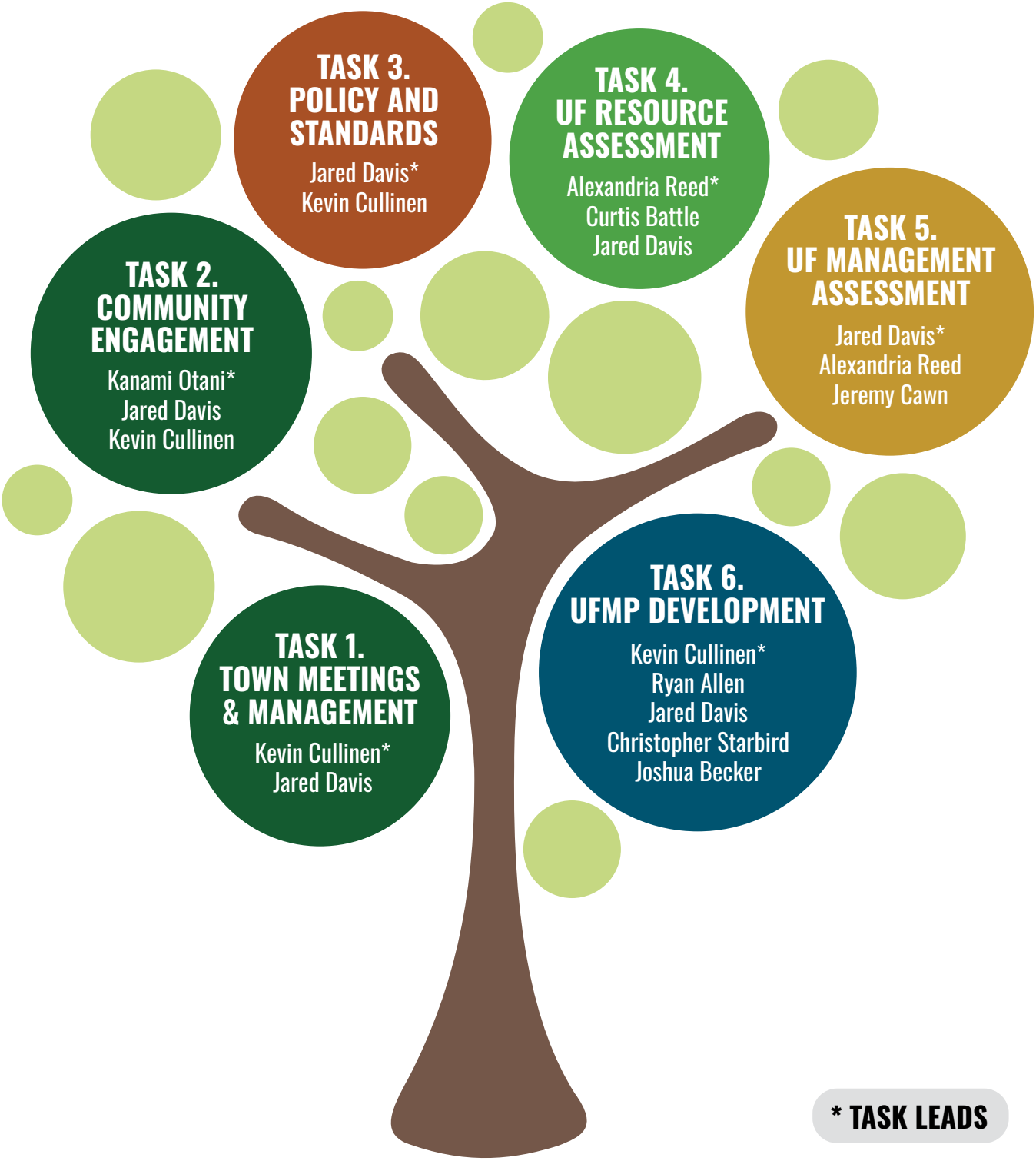
STAFF AND ROLE	EDUCATION AND CERTIFICATIONS
Kevin Cullinen Project Manager	• 12 years' experience • University of California, Santa Cruz BA, Environmental Studies, minor in Earth Sciences • Certified Professional in Erosion and Sediment Control (CPESC) • Part 107 Licensed Drone Pilot
Ryan Allen Senior Urban Forester	• 17 years' experience • Pepperdine University BA, Communications (Creative Writing emphasis) • International Society of Arboriculture (ISA) Urban Forest Professional • ISA Certified Arborist • ISA Tree Risk Assessment Qualification (TRAQ) Arborist
Alexandria Reed Data Specialist	• 8 years' experience • University of California, Santa Barbara Master of Environmental Data Science (MEDS) BS, Environmental Studies
Jared Davis Analyst	• 6 years' experience • University of Colorado, Boulder BA, Biology and Environmental Studies • ISA TRAQ Arborist • ISA Certified Arborist • California Naturalist • Wilderness First Aid • Firefighter Type II

STAFF AND ROLE	EDUCATION AND CERTIFICATIONS
Kanami Otani Analyst	• 8 years' experience • California Polytechnic State University, Pomona BS, Nutrition Science • ISA Certified Arborist • ISA TRAQ Arborist • Urban and Community Forestry Society (UCFS) Municipal Forestry Institute Graduate • Western Chapter ISA, Tree Care for Birds and Other Wildlife Certificate
Sadie Julin Analyst	• 4 years' experience • Oregon State University BS Natural Resources, Summa Cum Laude • Portland Community College Associate of General Studies Degree • ISA Certified Arborist • ISA TRAQ Arborist
Christopher Starbird Analyst	• 21 years' experience • University of California, Santa Barbara BA, Geography
Jeremy Cawn, RPF Fire Protection Specialist	• 12 years' experience • Northern Arizona University Professional Certification, Fire Ecology and Hazardous Fuels Management • Southern Illinois University BS, Forestry (Natural Resource Management) • ISA Certified Arborist • ISA Urban Forest Professional • ISA TRAQ Arborist • Registered Professional Forester (RPF) • NFPA Certified Wildfire Mitigation Specialist • AFE Certified Wildland Fire Manager

STAFF AND ROLE	EDUCATION AND CERTIFICATIONS
Curtis Battle GIS Specialist	• 15 years' experience • San Diego State University MS, GIScience, BA, Geography • Mesa College AS, Geographic Information Systems Specialist
Joshua Becker Graphics	• 24 years' experience • Cabrillo College AS, Fire Protection Technology • San Jose State University Design coursework

Figure 2 outlines proposed lines of communication for this contract, followed by brief biographies for key personnel. Focused resumes are provided in **Appendix C**.

Figure 2. Dudek Team Organization



Firm Information

Dudek offices are staffed by more than 900 planners, scientists, civil engineers, contractors, and technical experts. We help our clients address challenges related to infrastructure, planning, and the environment to drive project progress and create lasting results. We are a California-based company with our headquarters located in Encinitas, California, and our local contracts include successful and impactful evacuation and climate resilience projects throughout the state.

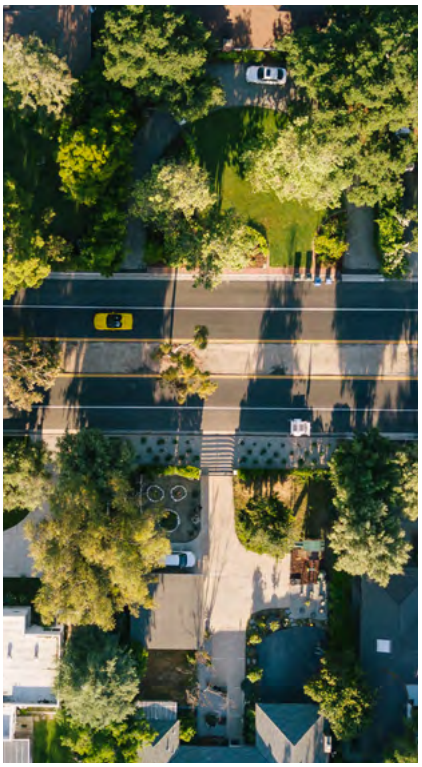
THE DUDEK TEAM

From comprehensive urban forestry plans that effectively communicate technical content to inclusive approaches and community engagement, the Dudek team presented in this proposal has the desired qualifications from the Town's RFQ:

- Urban forestry expertise and planning
- GIS and mapping
- Inclusive community engagement
- Visual storytelling and graphics

DUDEK AT A GLANCE

- **Legal Structure:** Corporation
- **Area of Expertise:** Multidisciplinary Environmental and Engineering Services
- **Length of Time in Business:** 45 years
- **Number of Employees:** 900+ employees
- **100% employee-owned**



Key Personnel Relevant Experience

The Dudek team specializes in UFMPs, community engagement, arborist reports, urban planning, plant health management, environmental data visualizations, and graphic design. **Table 1** outlines select relevant types of projects that demonstrate our capability to perform the services outlined in the RFQ and to meet the Town's needs. Regarding cost control, Dudek delivered all projects on time and within budget.

Table 2. Relevant Experience and Similar Projects

PROJECT TYPE	PROJECT EXAMPLES (2019-2025)	RELEVANCY TO THE TOWN'S UFMP
Urban Forest Management Plans	29 completed or in progress, including: • Community Forest Management Plan, San Jose, CA • Urban Forest Plan, Alameda, CA • Urban Forest Master Plan, Pleasanton, CA • Community Forest Management Plan, County of Los Angeles, CA • Urban Forest Management Plan, Irvine, CA	• Canopy cover assessment • Budget and staffing analysis • Community engagement • Inventory assessment • Strategic plan • In-Design graphic final PDF • Project webpage
Tree Program Reviews and Analyses	11 completed or in progress, including: • Tree Watering Study, Pasadena, CA • Urban Forest Finance Study, City of Los Angeles, CA • Tree Manual Review and Update, Claremont, CA • Urban Forest Analysis, Portland, OR	• In-depth analysis on specific topic • Detailed research • Interviews with city staff • Program evaluations with specific recommendations
Tree Ordinance Development	5 completed projects, including: • Ordinance Update, San Mateo County, CA • Ordinance Update, Hayward, CA • Ordinance Update, Hillsborough, CA	• Analysis of permit review process • Simplifying complex policies • Determining appropriate fees and enforcement policies • Community engagement
Urban Forest Council Strategic Plans	1 completed project, including: • Strategic Plan, Urban Canopy Collaborative, San Francisco Bay Area, CA	• Online survey for Council members • Leading and facilitation of an in-person working group meeting • Strategic Plan
City On-Call Arborists	8 cities in total, including: • Walnut Creek, CA • Pacifica, CA • Encinitas, CA (City Arborist) • Pasadena, CA	• Expert arboriculture knowledge • Understanding permit application process • Written reports • Coordination with city staff

Quality and Cost Control

Dudek's quality assurance/quality control (QA/QC) process includes review by a technical editor, reducing the time spent on document version changes. We create legally defensible environmental documents using thorough data collection, applying in-depth project analysis, and carefully addressing challenges as they arise. Senior Urban Forester Ryan Allen will conduct QC for deliverables, facilitating the production of clear, objective, and accurate documents.

For budget control, we use the Deltek Vantagepoint accounting system, a web-based cost-tracking system that tabulates costs weekly. This software will provide Kevin with the necessary information to manage the project's financial progress, such as total labor costs and expenses to date, available budget remaining, and staff hours. Our team has a reputation for consistently delivering projects on time and within budget. We rise to the challenges of completing work within the constraints of tight timelines, and in doing so, have developed expertise in critical path management, fast-track scheduling, efficient staffing, and workload management.

Management and Organization Capabilities

Dudek maintains an organizational structure that empowers project managers to be decision makers and entrepreneurs. Internal administrative processes are kept to a minimum, limiting internal bureaucracy and enabling project managers to be flexible and responsive to client needs. Dudek takes pride in our responsive culture and flat management structure, which offers operational flexibility that proves useful when serving municipal contracts.

Project Management Approach

Effective project management requires clear and consistent communication with the Town and among project participants. Dudek believes that the most effective project manager routinely initiates the continuous flow of project information, instructions, and guidance. Kevin will remain personally involved in any task order for the Town. Working as a team with other technical discipline leaders, he will keep all task orders on schedule and within budget and will maintain the highest level of quality for all deliverables. He will communicate project status updates with other members of the Dudek team and with the Town by serving as the single point of contact; hold monthly meetings with the Town project manager to discuss project milestones, activities, and issues; hold regular project management meetings with key project staff to coordinate work efforts, check on task completion, and review budget conformance; and coordinate with the Town at strategic junctures for public input.

3 REFERENCES

3 REFERENCES

Table 3. References

CONTACT INFORMATION	CLIENT
Sarah Hosterman, Landscape Architect • 925.931.5514 • shosterman@cityofpleasantonca.gov	City of Pleasanton 200 Old Bernal Pleasanton, CA 94566
Bharat Singh, Planning Services Manager • 650.363.4000 • bsingh@smcgov.org	County of San Mateo 400 County Center Redwood City, CA 94063
Bradley Albert, Parks and Community Services Director • 559.585.2500 • balbert@hanfordca.gov	City of Hanford 315 North Douty Hanford, CA 93230

4 SAMPLE PROJECTS

4 SAMPLE PROJECTS

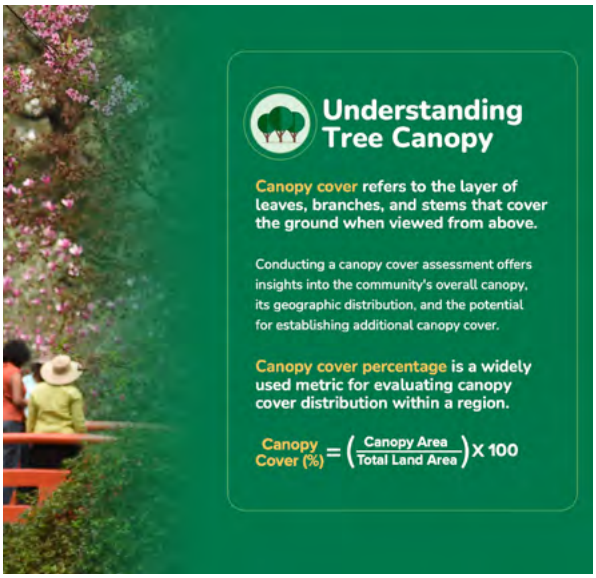
In the last 5 years, Dudek has completed, or is now in the process of completing, UFMPs for 29 cities on the west and east coasts. The following projects demonstrate our capability to perform the services outlined in the RFQ and to meet the Town's needs.

COMMUNITY FOREST MANAGEMENT PLAN

Click to view LA's CFMP

Client: County of Los Angeles

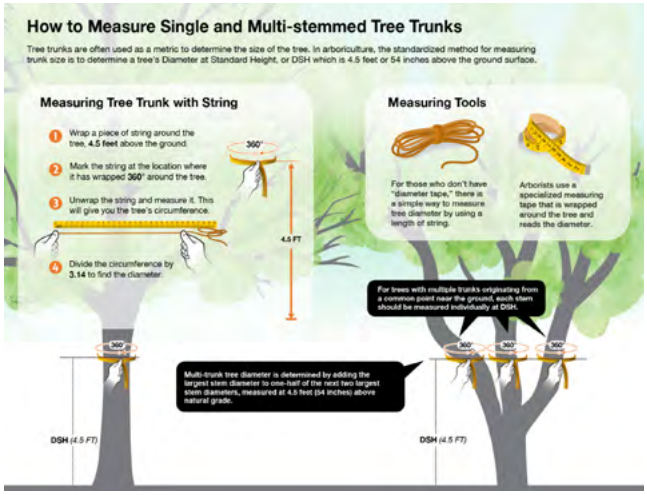
Description: Dudek developed a comprehensive, Countywide community forest management plan (CFMP) with special considerations to providing equitable community engagement and technical support to a large geographic area with various education and engagement levels. As part of the CFMP, the Dudek GIS specialist utilized 2020 high-resolution aerial imagery and a machine learning image processing system to develop a landcover classification product for the entire 4,200 square miles of the County of Los Angeles (County). The analysis integrated adjusted canopy cover values, referred to as canopy level, and social, economic, and cultural factors, known as social sensitivity level, derived from the County Climate Vulnerability Assessment analysis. These elements were combined to create a prioritization index called "canopy need." Each of the 121 unincorporated County communities was categorized as having low, medium, or high canopy need based on the combination of canopy level and social sensitivity level. This information will be used by the County to prioritize resources for tree planting, establishment care, and maintenance to the communities most in need of canopy cover and increased resilience to climate change and pollution hazards. Strategies were also developed to increase workforce development utilizing urban forestry. Recommendations embodied County of Los Angeles goals to support economic opportunity and community development through urban forestry investments and efforts. The final product was delivered both as a Community Canopy Profiles book and as an interactive web map on the management plan website designed and built by Dudek.



TREE ORDINANCE UPDATE

Click to view San Mateo's Tree Ordinance Update

Client: County of San Mateo

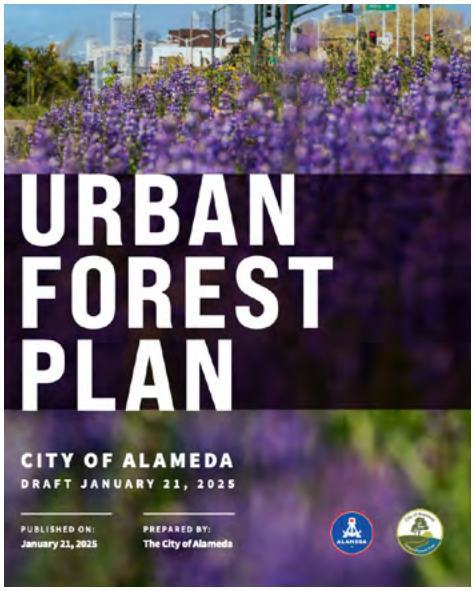


Description: Dudek completed the update to the County's tree ordinance that was adopted in October 2024. This ordinance update will help the County to better preserve trees when possible and ensure sufficient replacement of trees that require removal. Dudek has provided specific recommendations for amendments to the County's municipal code that apply to the tree removal ordinance and any others involving tree protection. Development of the recommendations were based on promoting sustainable urban forestry practices and drawing from information gathered during the review, analysis, and community engagement completed by Dudek, which included County staff, boards, the California Coastal Commission, a steering committee, and community members. To accompany the ordinance, Dudek helped the County build a companion website that includes a unique web application to help applicants through the permitting process step by step while simultaneously providing County planners with the crucial information they need to process permits more efficiently.

URBAN FOREST PLAN

Click to view Alameda's Urban Forest Plan

Client: City of Alameda



Description: Dudek is in the process of completing the Urban Forest Plan (UFP) for the City of Alameda that focuses on addressing threats to the urban forest specific to the community. This includes an analysis of the conflicts between overhead utility lines and trees and providing a thorough review of state regulations to manage trees under high voltage lines. This resulted in a recommended list of tree species appropriate to plant under high voltage lines and recommendations for tree management. Additionally, the UFP addresses how climate change is raising ground water levels and how that will impact tree health on the island city. The project created actionable strategies to address these and other urban forest improvements needed to create a sustainable urban forest. A robust community engagement process supported the development of these strategies, including a working group, in-person and virtual engagement events, an online survey, and resources on the city-hosted project webpage.

APPENDIX A: SCHEDULE

Schedule

Tasks	Months																								
	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
Task 1: Town Information Gathering, Team Meetings, & PM																											
Task 1.1: Staff. Interviews (8)		Dept. Interviews (8)																									
Task 1.2: Ride-Along		Ride Along																									
Task 1.3: Project Team Meetings	Kickoff	Monthly Meetings –>																									
Task 1.4: Project Management and Quality Assurance	Project Management and QA/QC																										
Task 2: Community Engagement																											
Task 2.1: Community Engagement Plan	CE Plan																										
Task 2.2: In-Person Meetings (4)			Mtg 1	Mtg 2	Mtg 3								Mtg 4														
Task 2.3: TAC Meetings (3)			TAC 1	TAC 2	TAC 3																						
Task 2.4: Online Survey		Draft Survey	Online Survey Open			Results																					
Task 2.5: Media and Supporting Materials		Social Media and Supporting Materials –>																									
Task 2.6: Town Webpage		Webpage & Support –>																									
Task 3: Policies and Standards																											
Task 3.1: Review of Codes, Policies, and Ordinances		Codes, Policies, Ordinances Review				Recommendations																					
Task 3.2: Specifications and Standards Review			Specs and Standards Review																								
Task 4: Urban Forest Resource Assessment																											
Task 4.1: Tree Inventory Sustainability Assessment			Tree Inventory Sustainability Assmt.																								
Task 4.2: Canopy Cover Assessment				Canopy Cover Assmt.																							
Task 4.3: Historical Canopy Change Assessment					Historical Canopy Change																						
Task 4.4: Canopy Cover Target						Canopy Target																					
Task 4.5: Priority Planting					Planting Opps / Priority																						
Task 4.6: Street Tree List					Tree Species List																						
Task 4.7: Urban Forest Resource Assessment Report					Resource Assmt. Report																						
Task 4.8: (OPTIONAL) Neighborhood-Specific Tree Planting					(OPTIONAL) Tree Planting Palettes																						
Task 4.9: (OPTIONAL) WUI Asessement							(OPTIONAL) WUI Assessment																				
Task 5: Urban Forest Management Assessment																											
Task 5.1: Budget, Staffing, and Equipment Analysis				Budget / Staffing / Equip. Analysis																							
Task 5.2: Technology Assessment						Technology Assmt.																					
Task 5.3: Infrastructure Assessment and Guidelines						Infrastructure Assmt. & Guidelines																					
Task 5.4: Urban Forest Management Assessment Report																											
Task 6: Strategic Framework and UFMP Development																											
Task 6.1: Outline								Outline																			
Task 6.2: Strategic Plan Framework								Strategic Plan																			
Task 6.3: Implementation Plan								Implementation Plan																			
Task 6.4: Monitoring Plan								Monitoring Plan																			
Task 6.5: Administrative Draft									Administrative Draft																		
Task 6.6: Public Draft												Public Draft															
Task 6.7: Final Draft														Final Draft													
Task 6.8: Story Map														Story Map													
Task 6.9: Delivery to Commission & Town Council												Presentations			Presentations												
Task 6.10: (OPTIONAL) UFMP Implementation Support																(OPTIONAL) UFMP Implementation Support											

APPENDIX B: BUDGET

Budget

		Dudek Labor Hours and Rates													
	Project Team Role:	Senior Specialist III	Specialist III	Analyst V	Specialist III	Specialist I	Specialist IV	GIS Analyst V	GIS Analyst IV	Creative Services IV	Technical Editor II	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	OTHER DIRECT COSTS	TOTAL FEE
	Team Member:	Ryan Allen	Kevin Cullinen	Jared Davis	Kanami Otani	Alexandria Reed	Jeremy Cawn	Christopher Starbird	Curtis Battle	Joshua Becker	Kathryn Landoe				
	Billable Rate:	$250	$195	$165	$195	$175	$200	$220	$200	$185	$145				
Task 1	**Town Information Gathering and Team Meetings**														
1.1	Staff Interviews	2	12	12	2							28	$5,210		$5,210
1.2	Ride Along		4	4								8	$1,440	$105	$1,545
1.3	Project Team Meetings	8	30	16	8	6	2					70	$13,500		$13,500
1.4	Project Management and Quality Assurance	12	24									36	$7,680		$7,680
	Subtotal Task 1	**22**	**70**	**32**	**10**	**6**	**2**					**142**	**$27,830**	**$105**	**$27,935**
Task 2	**Community Engagement**														
2.1	Community Engagement Plan	1	1	1	5							8	$1,585		$1,585
2.2	In-Person Meetings		16	24	16							56	$10,200	$420	$10,620
2.3	Technical Advisory Committee Meetings		4	16	16							36	$6,540		$6,540
2.4	Online Survey	1	4	2	8			12				27	$5,560	$50	$5,610
2.5	Social Media and Supporting Materials		8	4						12		24	$4,440	$300	$4,740
2.6	Town Webpage		6	8				8				22	$4,250		$4,250
	Subtotal Task 2	**2**	**39**	**55**	**45**			**20**		**12**		**173**	**$32,575**	**$770**	**$33,345**
Task 3	**Policy and Standards**														
3.1	Review of Codes, Policies, and Ordinances	2	16	32								50	$8,900		$8,900
3.2	Specifications and Standards Review		4	12								16	$2,760		$2,760
	Subtotal Task 3	**2**	**20**	**44**								**66**	**$11,660**		**$11,660**
Task 4	**Urban Forest Resource Assessment**														
4.1	Tree Inventory Sustainability Assessment		4			32						36	$6,380		$6,380
4.2	Canopy Cover Assessment		6			40			54			100	$18,970		$18,970
4.3	Historical Canopy Change Assessment		2			12						14	$2,490		$2,490
4.4	Canopy Cover Target		4			8						12	$2,180		$2,180
4.5	Priority Planting		4			8						12	$2,180		$2,180
4.6	Street Tree List	1	4	14		6						25	$4,390		$4,390
4.7	Urban Forest Resource Assessment Report	1	6			24						31	$5,620		$5,620
	Subtotal Task 4	**2**	**30**	**14**		**130**			**54**			**230**	**$42,210**		**$42,210**
Task 5	**Urban Forest Management Assessment**														
5.1	Budget, Staffing, and Equipment Analysis	2	8	2	2							14	$2,780		$2,780
5.2	Technology Assessment	1	4	6		2		2				15	$2,810		$2,810
5.3	Infrastructure Assessment and Guidelines	1	4	6	2							13	$2,410		$2,410
5.4	Urban Forest Management Assessment Report	2	8	24	2							36	$6,410		$6,410
	Subtotal Task 5	**6**	**24**	**38**	**6**	**2**		**2**				**78**	**$14,410**		**$14,410**
Task 6	**UFMP Development**														
6.1	UFMP Outline	1	8									9	$1,810		$1,810
6.2	Strategic Plan Framework	2	16		2							20	$4,010		$4,010
6.3	Implementation Plan	1	10		2							13	$2,590		$2,590
6.4	Monitoring Plan		6									6	$1,170		$1,170
6.5	Admin Draft	8	36	24	10	10						88	$16,680		$16,680
6.6	Public Draft	6	26	12	6	4				42	16	112	$20,510		$20,510
6.7	Final Draft	2	16	4		2				16	12	52	$9,330	$400	$9,730
6.8	Story Map	1	12	8	2	12		48		8		91	$18,440		$18,440
6.9	Delivery to Commission & Town Council	1	12	4								17	$3,250	$420	$3,670
	Subtotal Task 6	**22**	**142**	**52**	**22**	**28**		**48**		**66**	**28**	**408**	**$77,790**	**$820**	**$78,610**
	Total Hours	**56**	**325**	**235**	**83**	**166**	**2**	**70**	**54**	**78**	**28**	**1097**			
	Total	**$14,000**	**$63,375**	**$38,775**	**$16,185**	**$29,050**	**$400**	**$15,400**	**$10,800**	**$14,430**	**$4,060**		**$206,475**	**$1,695**	**$208,170**
	Percent of Hours (Base)	***5%***	***30%***	***21%***	***8%***	***15%***	***0%***	***6%***	***5%***	***7%***	***3%***				
Optional Services															
Task 4	**Urban Forest Resource**														
4.8	(OPTIONAL) Tree Planting Plan	1	4	24		6			6			41	$7,240		$7,240
4.9	*(OPTIONAL) WUI Assessment*														
4.9.1	Tree Species Assessment		4	24			30		8			66	$12,340	$70	$12,410
4.9.2	Tree Maintenance in the WUI/Best Practices		4	8			8					20	$3,700		$3,700
	Subtotal Task 4	**1**	**12**	**56**		**6**	**38**		**14**			**127**	**$23,280**	**$70**	**$23,350**
Task 6	**UFMP Development**														
6.10.	(OPTIONAL) UFMP Implementation Support	2	30	8	16	4	4					64	$12,290		$12,290
	Subtotal Task 6	**2**	**30**	**8**	**16**	**4**	**4**					**64**	**$12,290**		**$12,290**
	Total Optional + Base Hours and Fee	**59**	**367**	**299**	**99**	**176**	**44**	**70**	**68**	**78**	**28**	**1288**	**$242,045**	**$1,765**	**$243,810**
	Percent of Hours (Optional + Base)	***5%***	***28%***	***23%***	***8%***	***14%***	***3%***	***5%***	***5%***	***6%***	***2%***				

Direct Costs

Mileage Costs					
Task	**Mileage Notes**	**Number of Miles**	**Vehicles**	**Mileage Rate**	**Cost**
1.2 - Ride Along	1 - 100 mile trip and 1 - 50 mile trip	75	2	$1	$105
2.2 - In-Person Meetings	4 trips at 100 miles & 4 trips at 50 miles	300	2	$1	$420
6.9 - Delivery to Commission & Town Council	6 trips at 100 miles	600	1	$1	$420
4.9.1 - Tree Species Assessment	1 trip at 100 miles	100	1	$1	$70

Other Direct Costs				
Task	**Item Description**	**Number of Units**	**Unit Cost**	**Cost**
2.4 - Online Survey	Translation Services for 1 language	1	$50	$50
2.5 - Social Media and Supporting Materials	Posters, flyers, and other handouts	1	$300	$300
6.7 - Final Draft	Printing cost for 10 hard copies of UFMP Final Draft	10	$40	$400

APPENDIX C: RESUMES

Kevin Cullinen

PROJECT MANAGER

Kevin Cullinen (*KEV-IN KUH-LIN-EN; he/him*) is an urban forestry project manager with 11 years' professional experience as a project manager specializing in planning, coordinating with partners, managing budgets, executing field assessments, and creating and presenting detailed reports.

He works with clients to lead urban forest management plan projects, through a dynamic community engagement process, that enable municipalities to steward equitable urban forests that are resilient into the future.

Education

University of California, Santa Cruz
BA, Environmental Studies, minor in Earth Sciences, 2009

Certifications

Certified Professional in Erosion and Sediment Control (CPESC), No. 9464

Part 107 Remote Drone Pilot, License No. 4687954

Project Experience

Urban Forest Master Plan, City of Pleasanton, California. Currently serving as the project manager for the City of Pleasanton's Urban Forest Master Plan. Tasks include organizing meetings, coordinating with field analysts to complete a full tree inventory and canopy cover analysis, reviewing current governance structure and tree practices, reviewing and updating the tree preservation ordinance, engaging the community through surveys and public outreach events, leading working group meetings, drafting a Strategic Plan with measurable urban forestry goals and actions, and leading the writing of the Urban Forest Master Plan. The final draft of the plan is set to be adopted in September of 2025. (2023 - present)

Urban Forest and Wildfire Management Plan, Parks Tacoma, Washington. Midway through the project, assumed project management responsibilities to ensure the successful completion of the Urban Forest and Wildfire Management Plan for Parks Tacoma, an independent park district serving the city of Tacoma, Washington. Organized tasks and meetings with Parks and coordinated with Dudek staff to ensure timeliness of project deliverables. Provided review and quality control on analyst written deliverables, incorporated revisions based on Parks' feedback, created maps to supplement the administrative draft, and coordinated with the Dudek production team to print and deliver the final draft of the document with appendices to Parks Tacoma staff. (2024 – 2025)

Community Forest Management Plan, County of Los Angeles, California. Provided geographic information system (GIS) mapping analysis and research of Los Angeles County climate areas used in the creation of a recommended urban tree species list. Interviewed subject matter experts on tree species selection, soil health, and water conservation. Contributed to the writing of sections in the community forest management plan for environmental equity, tree distribution, and canopy cover goals for the County. (2023 – 2024)

Urban Forestry Job Classification Analysis, City of Los Angeles, California. Within a short 3-month timeline, served as the lead project manager and conducted a review of current City urban forestry job classifications, interviewed and organized the responses of 30 staff representing 10 different City departments that have intersecting work with urban forestry, researched and summarized the urban forestry job classifications and organizational

structure of three major comparison cities, and created five new job classification descriptions to help meet the City's urban forestry and natural resource management needs. (2024)

Tree Preservation Ordinance Update, City of Hayward, California. Currently serving as the project manager for the City of Hayward's Tree Preservation Ordinance Update. Tasks include organizing and running meetings, tracking the budget and progress on project deliverables, researching and summarizing key components of comparable City ordinances, working with analysts to incorporate edits and updates to the existing ordinance, completing an ordinance companion document, and completing a canopy cover analysis. The ordinance is set for adoption in August of 2025. (2023 – 2025)

Protected Tree Ordinance Update, County of San Mateo, California. Served as the project manager for the County of San Mateo's Tree Preservation Ordinance Update. Took project over halfway through the update of the draft ordinance. Tasks include organizing and running meetings, tracking the budget and progress on project deliverables, responding to public comments, finalizing the ordinance update, coordinating with graphics and GIS staff on posting informational materials to the County website and in the creation of an interactive 'Do I Need a Permit' web application, and presenting a summary of the ordinance updates at community council and County planning commission meetings. The final ordinance was adopted by the County in October 2024. (2023 – 2025)

Urban Forest Management Plan, City of Hanford, California. Currently serving as the project manager for the City of Hanford's Urban Forest Management Plan. Tasks have included organizing meetings, coordinating with field analysts to complete a full tree inventory and canopy cover analysis, conducting department interviews, drafting a community survey and content for the City's website, tabling to gather community feedback at public outreach events, and coordinating a working group of different interested parties to inform the strategic plan for the UFMP. (2025 – present)

Ryan Allen

SENIOR URBAN FORESTER

Ryan Allen (*RY-in AL-in; he/him*) is an urban forester with 16 years' experience developing urban and community forestry programs with municipalities and community organizations. Mr. Allen's work focuses on ensuring that trees are properly managed, maintained, and preserved to help create resilient and healthy communities.

Mr. Allen's background in government relations and community organizing is coupled with a deep understanding of arboriculture and urban forestry. He uses these skills and experiences to help communities create a positive impact on their local environment and generate momentum for municipalities to make lasting changes to their urban forestry programs.

Education

Pepperdine University BA, Communications (Creative Writing emphasis), 2002

Certifications

International Society of Arboriculture (ISA) Certified Arborist, No. WE 10316A

Tree Risk Assessment Qualified

Municipal Specialist

Professional Affiliations

Oversite Executive Board Member, Los Angeles Center for Urban Natural Resources Sustainability

Project Experience

Community Forest Management Plan, County of Los Angeles, California. Dudek developed a comprehensive Countywide Community Forest Management Plan (CFMP) with special considerations to provide equitable community engagement and technical support to a large geographic area with various education and engagement levels. As part of the CFMP, a Dudek graphical information system (GIS) specialist utilized 2020 high-resolution aerial imagery and a machine learning image processing system to develop a landcover classification product for the entire 4,200 square miles of the County of Los Angeles (County). The project included coordinating multiple County departments, a technical advisory committee, subject matter experts, and community organizations in development of the CFMP through creation of the final plan.

CFMP, City of San Jose, California. Currently developing the San Jose CFMP driven by meaningful community engagement and technical expertise. Project tasks include analyzing the existing tree canopy cover using satellite imagery; conducting 17 interviews with City staff, elected officials, and interested parties; creating a project webpage and outreach video; conducting a strengths, weaknesses, opportunities, and threats analysis of current management practices; determining the condition of the City's urban forest; educating community members about urban forestry; and developing achievable short- and long-term goals.

UFMP and Street Tree Master Plan, City of Temecula, California. Dudek developed the City of Temecula's UFMP and Street Tree Master Plan, which included a tree inventory of 27,000 trees. The project included analysis of the current status of the urban forest and identified threats to current species based on predicted climate change and invasive pests/pathogens. In addition, Dudek developed a significant community education component, including an urban forest summit, pop-up outreach events, a working group, and outreach pamphlets. Other project tasks include re-establishing the City's tree maintenance policy and standards, reviewing the City's existing tree ordinance, and developing a master tree planting plan with a recommended tree species palette that received input from various interested parties and community groups. The plan aligns with the City's core steering

document, the Quality of Life Master Plan, to ensure that the UFMP will be successfully implemented. This project was awarded the California American Planning Association Inland Empire Section, 2024 Resilience and Sustainability Award of Excellence.

CFMP, Town of Mount Pleasant, South Carolina. Dudek completed the Town of Mount Pleasant's CFMP, which included a tree inventory of 1,500 trees. This project focused on several key areas that have the potential to threaten the Town's community forest, including development, invasive plants, and increased storm severity. Dudek reviewed the Town's tree protection ordinances and coastal zoning laws to develop strategies that preserve and protect the tree canopy. Identified invasive plant species and provided the Town with actions it can take to control and limit the spread of invasive plant species into the surrounding forested landscape. Additionally, Dudek prepared a storm and disaster plan in accordance with Federal Emergency Management Agency standards to ensure that the Town can recover resources post storm disaster events. Finally, Dudek provided recommendations on parking lot spacing standards, climate change threats, staffing and funding needs, and strategies to plant and increase tree canopy cover.

UFMP, City of Beverly Hills, California. Lead the development of the City of Beverly Hills' 30-year planning document to implement sustainable management practices that create a healthy urban forest canopy. Dudek also analyzed the City-managed tree population, completed a wildfire hazard assessment for an area designated a Very High Fire Hazard Severity Zone, and provided recommendations to manage a more fire safe community that will be included as a chapter of the UFMP.

UFMP, City of La Mesa, California. Lead the development of the City's UFMP document that included a thorough analysis of all management practices, a LiDAR canopy cover analysis, facilitation of an interested party working group, interviews with all relevant City staff who affect trees, and analysis of the status of the urban forest. The aim of the UFMP was to help the City of La Mesa reach the canopy cover and greenhouse gas emission reduction goals outlined in its Climate Action Plan. The California Department of Forestry and Fire Protection provided funding for the project, and project objectives will help the City achieve the outcomes of the grant.

UFMP, City of Rancho Cordova, California. Lead the development of the City's UFMP document in partnership with the City of Rancho Cordova and the Sacramento Tree Foundation. Project highlights include the development of an online survey, project webpage, and strategic tree planting plan; interviews with City staff; and a LiDAR canopy cover analysis. The project focused on development standards for new residential communities to ensure that land use planning incorporated trees into designs to create healthy tree-lined streets. The project involved determining the sustainability of the urban forest using an i-Tree analysis and an assessment of sustainability indicators. The California Department of Forestry and Fire Protection provided funding for the project, and project objectives helped the city achieve the outcomes of the grant.

Urban Forest Management Plan Preliminary Planning and Roadmap, City of Los Angeles, California. Prepared a comprehensive report on the current conditions of the City of Los Angeles urban forest and its management as the beginning phase of the City's preparation to begin an urban forest management plan (UFMP). Report development lasted 10 months and included monthly working group meetings with over 40 urban forest interested parties, extensive departmental interviews, a public survey with 2,600 responses, and the comparison of Los Angeles urban forest activities with three other municipal urban forest programs. The report analyzes current funding levels and City of Los Angeles planning documents, ordinances, policies, governance structure, and management practices against urban forest sustainability standards. The result of the analysis delivered key findings on the status of the urban forest and made recommendations on the steps the City needs to take to move toward the completion of a UFMP and implementation of sustainable practices.

Alexandria Reed

DATA SPECIALIST

Alexandria Reed (she/her) is an urban forest planner with 8 years' professional experience as an environmental consultant specializing in data-driven environmental analysis, data visualizations, compliance, and project management. Alexandria is adept at utilizing statistical analysis, geospatial tools, and machine learning techniques to inform decision makers and address complex environmental challenges. Her expertise extends to utilizing R and geographic information system (GIS) software for geospatial data analysis, enabling the calculation of tree canopy cover and the creation of customized map layers for tree inventory systems. Furthermore, Alexandria plays a pivotal role in offering technical data support for a wide range of projects, including those related to urban forestry, urban planning, wildlife distribution, water quality, and preliminary environmental analysis reports.

Education

University of California, Santa Barbara (UCSB)
Master of Environmental Data Science (MEDS), 2023
BS, Environmental Studies, 2017

Professional Affiliations

California Association of Environmental Professionals (AEP)
R-Ladies Santa Barbara

Relevant Project Experience

Ongoing Projects

Urban Forest Management Plan, City of Hanford, California. Reviewing tree inventory data to evaluate key sustainability indicators, including species diversity, age distribution, and tree condition. Summarizing findings with clear visuals and calculating canopy cover across city boundaries. Authoring a combined inventory and canopy report to support data-driven goal setting and long-term urban forest planning. (2025 – present)

Fresno Extreme Heat Analysis, County of Fresno, California. Providing technical support for a countywide extreme heat vulnerability assessment. Identifying key heat-related indicators, analyzing urban heat exposure and canopy conditions, and integrating environmental and socioeconomic datasets. Contributing to the development of a Heat Vulnerability Index and summary memorandum to inform climate adaptation and canopy enhancement strategies in disadvantaged communities. (2024 – present)

Urban Forest Management Plan, City of Irvine, California. Conducted a sustainability analysis of the City's tree inventory, evaluating species diversity, health condition, and relative performance index to assess long-term urban forest resilience. Analyzed land cover data to assess existing canopy conditions across urban, residential, commercial/industrial, and city-owned areas. Calculated the number of trees needed to achieve the city's canopy goals, incorporating growth assumptions. Authored technical sections of the Urban Forest Management Plan. (2024 – present)

Urban Forest Master Plan, City of Pleasanton, California. Analyzed the City's tree inventory and created visualizations to illustrate species composition, health distribution, and overall condition. Conducted a canopy cover change analysis using land cover and canopy data from 2012, 2018, and 2022 to identify trends over time.

Performed a tree ordinance impact assessment to evaluate how proposed changes may affect long-term canopy cover. (2023 – present)

Urban Forest Management Plan, City of Rancho Cucamonga, California. Performed a canopy cover change analysis using land cover and canopy data from 2012, 2018, and 2022 to evaluate trends in canopy and identify areas of increase or decrease. Collaborated with City staff to model planting goals and identify the number of trees needed to meet future canopy targets. Presented data-related project updates and deliverables to City staff for review. Prepared technical sections for the assessment report, detailing methodologies, findings, and recommendations. (2023 – present)

Completed Projects

Canopy Cover Assessment, City of San Diego, California. Served as Project Manager, overseeing staff, timelines, and client coordination. Directed land cover classification efforts and conducted analyses to calculate canopy coverage citywide and within defined geographic boundaries. Delivered a summary report outlining methodology and results, providing actionable insights to support urban forest planning. (2024 – 2025)

Urban Forest and Wildfire Management Plan, Parks Tacoma, Washington. Led the land cover classification effort to assess existing canopy cover within all park district-managed parks. Conducted detailed spatial analyses to break down canopy cover by individual parks and identify areas with low canopy coverage. Quantified number of trees to plant to reach canopy cover goals. (2024 – 2025)

Canopy Cover Assessment, City of Hayward, California. Conducted a citywide canopy cover assessment using land cover data to quantify baseline canopy and evaluate distribution across parcel types, council neighborhoods, census tracts, and parks. Performed spatial and statistical analysis to identify low-canopy areas. Developed estimates for the number of trees required to increase canopy, incorporating growth assumptions and projected timelines. (2023 – 2025)

Urban Forest Management Plan, City of Bell, California. Conducted a comprehensive canopy cover analysis for the densely populated, economically disadvantaged City of Bell. Utilized land cover data to produce detailed visualizations and statistical metrics, offering insightful information to shape canopy cover goals and guide future planting strategies. Developed a tailored approach to support equitable access to urban green space and mitigate the challenges posed by Bell's compact geography and limited resources. (2023 – 2025)

Urban Forest Plan, City of Alameda, California. Conducted a canopy cover increase analysis, including a visualization showing potential canopy percent increases in various areas to reach the City's 20% canopy cover goal over 30 years. The analysis determined the required acreage for planting and the total and annual number of trees needed to achieve this goal. Additionally, completed a groundwater analysis to assess species suitability for future sea level and groundwater rise, as well as relationships between groundwater depth, water use, and tree health conditions. (2023 – 2024)

Community Forest Management Plan, County of Los Angeles, California. Contributed as the data science lead for the development of the Community Forest Management Plan for the County of Los Angeles. Processed land cover data, conducted a comprehensive canopy cover analysis, and created data visualizations. Used canopy cover and socioeconomic data to assess canopy needs across the County, informing strategic canopy goals. Authored technical methodologies, resource documents, and sections of the Community Forest Management Plan. Assisted in data processing and calculation for the interactive data viewer section of a website. (2023 – 2024)

Jared Davis

ANALYST

Jared Davis (he/him) is an arborist, urban forester, and naturalist with 6 years of experience. He specializes in systems thinking, addressing the complexities of sustainable urban forests. His expertise includes analyzing municipal tree practices, updating ordinances, and interpreting arboricultural standards. Jared has led community outreach programs and collaborated with local governments on tree conservation strategies. His commitment to continuous learning keeps him at the forefront of industry advancements.

Education

University of Colorado, Boulder
BA, Biology and Environmental Studies

Certifications

TRAQ Arborist
ISA Arborist
Wilderness First Aid
Firefighter Type II
California Naturalist

Relevant Project Experience

Urban Forest Management Plan, City of Escondido, California. Deputy project manager and lead analyst for urban forest conditions reporting (2025).

On-Call Arborist, City of Pacifica, California. Permit review, code compliance, and arboricultural consulting for the City of Pacifica (2025).

Urban and Community Forestry Plan Update, City of Lake Oswego, Oregon. Authored chapters of the Urban and Community Forestry Plan update. Project included review and recommendations of city policies and management practices. (2023)

Urban Forest Management Plan, City of Fresno, California. Reviewed tree ordinances and provided recommendations for improvements. Interviewed city staff and stakeholders to provide a viewpoint of the City's urban forest from the inside. Analyzed city-contractor relationships, pruning schedules, and provided suggestions based on arboricultural best management practices. (2022)

Community Forest Management Plan, County of Los Angeles, California. Analyzed and interpreted the status of the urban forest, specializing in biodiversity, climate resilience, and tree ordinances. (2022–2024)

Tree Ordinance Update, County of San Mateo, California. Collaborated with County staff to create a balanced tree ordinance that prioritized canopy cover, native habitat, and heritage trees. (2022–Present)

Community Engagement, Urban Forest Management Plan, City of Salinas, California. Ran events to gather community and partner input. Facilitated surveys, outreach games, and educational materials. Provided analysis of community input and tree management practices. (2022)

Tree Risk Assessments, Elk Grove Regional Park, California. Surveyed over one hundred trees for risk with the International Society of Arboriculture (ISA) systematic approach. Detected trees with potential hazards and provided mitigation recommendations. (2022)

Tree Inventory, Los Angeles Department of Water and Power, Los Angeles, California. Collected field inventory data for native trees along project boundaries. (2022)

Kanami Otani

ANALYST

Kanami Otani (*Ka-NAH-mee oh-TAN-ee*; *she/her*) is a sustainability professional with 8 years' experience focused on urban forestry. Her work promotes collaboration with multiple interested parties to achieve shared urban forestry goals. Kanami has worked in numerous sectors and provides insight on the perspectives of grassroots and statewide nonprofit organizations, grant award recipients, private municipal contractors, safety and standards of the arboriculture industry, and environmental consultants. She has successfully obtained grant funding for eligible organizations, implemented local and statewide tree planting projects, created partnerships between previously siloed groups, and formed pathways for collaboration between municipalities, elected officials, educational institutions, volunteers, students, and community members through her urban forest advocacy.

Education

California Polytechnic State University, Pomona
BS, Nutrition Science, 2015

Certifications

International Society of Arboriculture (ISA) Certified Arborist, No. WE-13275A

ISA Tree Risk Assessment Qualified

Urban and Community Forestry Society (UCFS) Municipal Forestry Institute Graduate, 2024

Western Chapter ISA, Tree Care for Birds and Other Wildlife Certificate

Industry Leadership

Street Tree Seminar (STS), Board Director, 2024–Current

Urban Wood Network (UWN), Western Region Education Director, 2023–Current

Project Experience

Urban Forest Planning

UFMP, City of Irvine, California. The City of Irvine is a planned community next to a wildland–urban interface/intermix. Using the UFMP, the City will guide its community in building wildfire resilience using urban forest management. The UFMP encompasses specific priorities for the City including expanding canopy cover, preserving the City's unique character, using recycled water, and working with multiple landowners to plant the "right trees" in the "right place."

Community Forest Management Plan, County of Los Angeles, California. Ensured in-person technical support and urban forestry education was provided equitably to historically underserved communities throughout greater Los Angeles County, including youth, houseless folks, and those living in unincorporated Los Angeles County. Developed strategies to increase workforce development by utilizing urban forestry for areas including tree maintenance, urban wood, nursery availability. Recommendations embodied County of Los Angeles goals to support economic opportunity and community development through urban forestry investments and efforts.

Tree Policies and Guidelines Manual Update, City of Claremont, California. Reviewed and identified key areas to modify and update the City of Claremont's Tree Policies and Guidelines Manual to align with arboriculture industry standards. Created recommendations for City of Claremont processes that prioritize tree preservation in a transparent manner. Engaged with multiple community members and sustainability leaders to find ways to satisfy both City of Claremont needs to provide a safe urban forest and community desires to maintain large, mature trees for environmental benefits. Provided clarification and

education to both City staff and community members on arboriculture principles that determine management recommendations, including the difference between tree risk and tree health.

UFMP, City of Rancho Cucamonga, California. Identified specific community needs by working with various municipal departments, the Rancho Cucamonga Fire District, other interested parties, and community members to develop an UFMP for the City of Rancho Cucamonga. Ensured an inclusive engagement plan by conducting interviews, in-person engagement events, and citywide project meetings to capture and understand the goals for the UFMP. Developed a usable communication document for public understanding and a funding advocacy tool.

Community Forest Master Plan, Town of Mount Pleasant, South Carolina. Led efforts to create a customized plan for the Town of Mount Pleasant with considerations for needs for southern forests, expansion of canopy cover in parking lots, Federal Emergency Management Agency reimbursement plans, tree inventory collection templates, and a community engagement outreach plan to suit the Town of Mount Pleasant's unique needs.

Urban Forest Management Plan (UFMP), City of Bell, California. Led efforts to develop a plan for a geographically limited city with considerations for private property tree planting engagement and fostering community advocacy. Managed a subcontract nonprofit partner to provide equitable engagement through in-person translation services during canvassing efforts, community engagement events, and a free tree giveaway among partners.

Urban Forest Master Plan, City of Newberry, South Carolina. The City of Newberry, anticipating large-scale development, intentionally prioritized maintaining its canopy cover through development. Developers will be guided by Municipal Codes to reinvest in Newberry's urban forest and community as they work in the City. Recommendations included Tree Protection Plans, Tree Protection Zones, and Mitigation Plans to protect the City's community-unmanaged loss of canopy cover.

Urban Forestry Manual Update, City of Glendora, California. The Urban Forest Manual for the City of Glendora was updated to align with changes in organizational structure, arboriculture industry best management practices, and municipal guidelines for a safe and sustainable municipal urban forest.

UFMP, Laguna Woods Village, City of Laguna Woods, California. Developed two separate and specific customized management plans for two homeowner's associations managed by the same entity. Engaged with concerned board members to ensure management of the urban forest was guided to align with community goals to maintain and enhance the urban forest for future residents. Attended multiple in-person adoption discussions for Board of Directors.

Urban and Community Forest Plan Update, City of Lake Oswego, Oregon. Provided detailed analysis and identified gaps in current urban and community forest plan from an outside perspective. Highlighted areas for improvement to reach sustainable urban forestry goals, including utilizing mature tree stature as a canopy cover measurement and recommending investment in specific areas to reach equitable canopy cover for each community.

Urban Forest Plan, City of Alameda, California. Provided analysis on work records and cost of current urban forest maintenance. Analysis was used to determine feasible maintenance recommendations for budgeting for a growing urban forest.

Street Tree Watering Study, City of Pasadena, California. Provided financial feasibility analysis of a citywide tree watering program to determine the cost of becoming an industry-wide municipal leader in supporting tree longevity through tree watering. Recommendations on tree watering practices and partnerships for the City of Pasadena's urban forestry program were identified.

Christopher Starbird

ANALYST

Christopher Starbird (*KRIS-tuh-fer STAR-bird; he/him*) is a geographic information systems (GIS) analyst with 17 years' experience in environmental projects for municipal, regional, and federal public agencies and non-profit organizations. Mr. Starbird uses the latest in mapping software from the Environmental Systems Research Institute (ESRI). His skills include database design, spatial analyses, three-dimensional (3D) modeling with shade and shadow analysis, glint and glare analysis, interactive web development and design, web-based mapping, and high-quality cartographic design. Mr. Starbird has completed course work in the areas of computer programming, GIS, cartography, and field techniques in geographic research, web-based interactive map presentation, and digital graphics design.

Education

University of California, Santa Barbara
BA, Geography

Project Experience

Development

Beverly Hills Creative Office Project Environmental Impact Report, City of Beverly Hills, California. Serving as lead GIS analyst in the preparation of the project's Environmental Impact Report (EIR) aesthetics assessment for the development of up to 11 new office buildings on a vacant, linear site in the City of Beverly Hills. The proposed four- to five-story office buildings would be designed in a range of architectural styles. Buildings at each end of the site would have traditional facades with columns and cornices, and buildings toward the center of the site would have more modern architectural treatments, such as glass screen walls and steel frames. Key issues include obstruction of views to the iconic City Hall tower and compatibility of bulk and scale with the surrounding development.

Pacific Coast Commons Specific Plan EIR, El Segundo, California. Serving as lead GIS analyst for preparation of an EIR for the Specific Plan. The project would involve redevelopment of the existing surface parking lots of the Fairfield Inn & Suites and Aloft Hotel properties, as well as the commercial properties, through the adoption of a Specific Plan that allows for the development of 263 new housing units and 11,252 square feet of commercial/retail uses on approximately 6.33 acres of land located in the City of El Segundo adjacent to Pacific Coast Highway. The Pacific Coast Commons-South portion proposes a six-story residential building with commercial/retail on the ground floor and an eight-level parking garage. The Pacific Coast Commons-Fairfield Parking portion of the project proposes a four-story parking garage with commercial/retail on the ground floor. The Pacific Coast Commons-North portion proposes a six-story residential building with commercial on the ground floor that faces Pacific Coast Highway, a six-story parking garage in the central portion of property, a new fire/access road, and apartment/townhome units. The project requires a General Plan amendment, zone change, site plan review, vesting tentative tract map, and a development agreement.

Buena Vista Project EIR, Los Angeles, California. Serving as lead GIS analyst for the EIR for a 2- to 26-story mixed-use project on an 8-acre parcel, which includes residential and commercial uses consisting of approximately 1,079,073 square feet of residential floor area (920 dwelling units); 15,000 square feet of neighborhood-serving retail uses; 23,800 square feet of indoor and outdoor restaurant; and 116,263 square feet of outdoor public trellis/balcony space. The project site is located in the Central City North Community Plan Area near the Metro

Gold Line and the Los Angeles State Historic Park. The transit-priority project is proximate to a network of regional transportation facilities, including the Chinatown Metro Station. The site is located in a Methane Zone and contains remnants of previous land uses, including former oil wells and a gas station. Additionally, the site is within the boundaries of the Historic Cultural Monument No. 82, River Station Area/Southern Pacific Railroad. The project requires a General Plan amendment, zone change, site plan review, height district change, zoning administrator adjustment to reduce setback, tentative tract map, and development agreement.

Clara Oaks Specific Plan Project EIR, Claremont, California. Serving as lead GIS Analyst for the EIR for the development of 40 semi-custom home residences within an undeveloped portion of the City of Claremont's hillside area and adjacent to the Webb Schools and Claremont Hillside Wilderness Park. A county-designated Significant Ecological Area is adjacent to the project site, which is also bisected by a flood control easement. The project includes parking for access to a new trail system within the portion of the site to remain open space. The project requires new utility infrastructure, off-site improvements to Webb Canyon Road, and wet/dry utility connections. The project requires a General Plan amendment, zone change, and tentative tract map.

Centennial Specific Plan EIR and Biological Resources Technical Report GIS Services, Los Angeles County. While at another firm, served as the primary GIS specialist for the Centennial Specific Plan and Phase One Implementation Project, which involved the development of approximately 12,000 acres with approximately 23,000 residential units and up to 14 million square feet of mixed urban service and employment-generating uses in addition to a variety of commercial, industrial, natural open space, and recreational land uses. Performed GIS analysis and produced exhibits for the Program EIR and supporting Biological Technical Report. Developed and consolidated GIS, AutoCAD, and other data from numerous public and private agencies for use in analysis and cartographic products.

Tesoro del Valle Supplemental EIR, GIS Services, Los Angeles County. While at another firm, served as GIS specialist for this EIR for the proposed construction of 710 single-family residential dwelling units, a fire station site, parks and recreational amenities (i.e., clubhouse, pool, trails), and supporting roadway and utility infrastructure within Phases B and C of the Tesoro del Valle project in Los Angeles County. Coordinated and performed the GIS mapping and analysis of the project site, and developed and consolidated GIS, AutoCAD, and other data from numerous public and private agencies for use in analysis and cartographic products.

Centennial Corridor Project Draft EIR/Environmental Impact Statement and Section 4(f) Evaluation, Kern County. While at another firm, served as the lead GIS specialist on the Centennial Corridor Project Draft EIR/Environmental Impact Statement (EIS), the purpose of which is to provide continuity for traffic using State Route 58 in Kern County. The large-scale project required the mapping and analysis of biological resources, the displacement of residences, potential archaeological resources, historic resources, parkland resources, aesthetics, community disruption, and noise. Responsibilities included coordinating data collection, data management, and spatial analysis of these various resources and project components, as well as the production of more than 100 maps and graphics.

8850 Sunset Boulevard Project EIR, City of West Hollywood, California. Serving as GIS analyst in the preparation of the project EIR aesthetics analysis for a new 15-story building that would include 115 hotel guestrooms, a new nightclub space (replacing the existing Viper Room building), 31 market-rate condominiums, 10 income-restricted units, and static and digital signage. Developed a state-of-the-art shade/shadow analysis technique that used existing LiDAR (light detection and ranging) to compare the proposed structure's shadows with the shadows of existing structures and vegetation.

Jeremy Cawn, RPF

FIRE PROTECTION SPECIALIST

Jeremy Cawn (*JAIR-eh-mee KAWN; he/him*) is an urban forestry and wildfire mitigation specialist with 9 years' experience as an arborist, wildfire risk assessor, and hazardous vegetation management program manager. Mr. Cawn's arboricultural experience includes urban forest inventory and management, hazard tree assessments, pest and disease surveys, tree protection ordinance administration, new development plan review, and tree maintenance contract administration. Mr. Cawn's wildfire mitigation experience includes wildfire risk assessments, fire protection planning, defensible space inspections, and vegetation management plans. Mr. Cawn previously worked as a fire prevention inspector for the Glendale Fire Department and as an arborist and forester for New York City, the City of Claremont, and the City of Glendale. Prior to his work experience in urban forestry and vegetation management, Mr. Cawn spent 11 years working as a wildland fire fighter and a prescribed fire specialist.

Project Experience

Santa Rosa Fire Damaged Tree Evaluation, City of Santa Rosa, California. Inventoried street and park trees within the Coffey Park and Fountain Grove neighborhoods. The intent of the inventory was to identify street and park trees that were at risk of falling into the public right-of-way and would qualify for reimbursement through a Federal Emergency Management Agency (FEMA) grant. Using the tree inventory, an arborist report and several tree location maps were prepared and submitted to the city. (2022)

EDH Costco FSP, Costco Wholesale Corporation, El Dorado Hills, California. Created a Fire Safe Plan (FSP) for a proposed new commercial development. Creation of the FSP included an evaluation of the conditions at the site related to wildfire risk, an evaluation of the emergency response capabilities of the emergency services nearby, and recommendations for improving the wildfire safety of the proposed development. (2022)

City of Walnut Creek On-Call Arborist, Walnut Creek, California. Perform the duties of a municipal arborist including reviewing tree permit applications, creating tree removal and tree work permits, and evaluating park and street trees. In addition, tasks include reviewing proposed new development plans and providing comments regarding tree protection and compliance with city tree ordinances. (2021–Present)

Education

Northern Arizona University
Professional Certification, Fire Ecology and Hazardous Fuels Management, 2013

Southern Illinois University
BS, Forestry (Natural Resource Management), 2001

Certifications

ISA Certified Arborist, Municipal Specialist No. NY-5876AM

ISA Tree Risk Assessment Qualification

Registered Professional Forester (RPF), No. 3007

NFPA Certified Wildfire Mitigation Specialist

AFE Certified Wildland Fire Manager

Professional Affiliations

SoCal Fire Prevention Officers Association

International Society of Arboriculture

Association of Fire Ecologists

Relevant Previous Experience

Glendale Fire Department, Glendale, California. Served as a Fire Prevention Inspector**.** Administered the Department's Vegetation Management Program performing all of the public outreach, private and public property inspections, enforcement, and abatement contract management. Re-worked the entire program, transitioning it from a Company-led program to a Prevention-led program. Implemented a new digital inspection software and notification service. Updated the Fire Department's operational guide for the Vegetation Management Program. Provided technical expertise and guidance for the update of the City's Hazardous Vegetation Ordinance during the 2019–2020 Building and Safety code cycle. (2018–2021)

Glendale Public Works Department, Glendale, California. Served as the Arborist Technician with the primary responsibility of administering the City's Indigenous Tree Ordinance. Performed inspections for tree work permits, investigated and enforcement ordinance violations, and reviewed new construction plans for properties with protected tree species and recommended mitigation strategies. Fulfilled duties of the City's Urban Forester while that position was vacant, including the review of capital improvement projects, drafting street tree planting plans for specific neighborhoods, and updating sections of the City's Urban Forest Management Plan. (2015–2017)

Community Services Department, Claremont, California. Served as the City Arborist. As the sole City forestry expert employed by the City, managed most of the day-to-day operations for the City's urban forest, including responding to service requests from the public, managing the City's tree service contract by creating work orders, scheduling routine work zones, and establishing best work practices; performed disease and pest surveys; and planned street tree planting programs. Assisted in the creation of the City's Street Tree Watering program during the 2012–2016 drought. (2015–2017)

Department of Parks and Recreation Brooklyn Borough, New York, New York. Served as a forester. Monitored tree work performed by City tree service contractors, responded to resident service requests, evaluated street tree planting sites for tree plantings as part of the City's Million Trees Program, and performed hazard tree assessments in the areas of the borough flooded by superstorm Sandy. (2013–2014)

Presentations

"The Vegetation Management Program." Glendale Fire Department, Glendale, California, April 2021.

"Wildfire Prevention and Vegetation Management." The American Institute of Architects, Eagle Rock, California April 2020.

"Claremont trees in the drought." The University Club of Claremont, Claremont, California, June 2017.

Curtis Battle

GIS SPECIALIST

Curtis Battle is a geographic information systems (GIS) analyst with 15 years' experience serving environmental projects for municipal, regional, and federal public agencies, nonprofit organizations, and private businesses. He is proficient in a wide variety of GIS platforms and techniques, including Esri's software suite (ArcGIS Pro/ArcMap, ArcGIS Enterprise, ArcGIS Online); geodatabase construction and maintenance; quantitative geographic methods; cartography; species distribution modeling; remote sensing; Python programming; and cartography. He has provided GIS support for numerous environmental impact reports (EIRs); habitat conservation plans (HCPs); technical studies, including biological technical reports, vegetation mapping, and wildlife surveys; landcover classification modelling; and mitigation monitoring and reporting programs.

Education

San Diego State University
MS, GIScience
BA, Geography

Mesa College
AS, Geographic Information Systems Specialist

Relevant Project Experience

Urban Forest Management Plan, County of Los Angeles, California. Principal GIS analyst responsible for countywide landcover classification using high-resolution aerial imagery. Duties included employing deep learning/AI image classification techniques to analyze remotely sensed imagery. Provided additional GIS analysis and cartographic support.

Urban Forest Management Plan, City of Asheville, North Carolina. Principal GIS analyst responsible for citywide landcover classification of high-resolution aerial imagery. Duties included employing semi-automated and machine learning image classification techniques to analyze remotely sensed aerial imagery. Provided additional GIS analysis and cartographic support.

Urban Forest Management Plan, City of Pleasanton, California. Principal GIS analyst responsible for citywide landcover classification of high-resolution aerial imagery. Duties included employing semi-automated and machine learning image classification techniques to analyze remotely sensed aerial imagery. Provided additional GIS analysis and cartographic support.

Urban Forest Management Plan, City of Hayward, California. Principal GIS analyst responsible for citywide landcover classification using high-resolution aerial imagery, and lidar. Duties included using semi-automated and machine learning image classification to analyze remotely sensed aerial imagery/lidar. Provided additional GIS analysis and cartographic support.

Urban Forest Management Plan, City of Chico, California. Principal GIS analyst responsible for multi-year citywide landcover classification using high-resolution aerial imagery. Duties included employing semi-automated and machine learning image classification techniques to analyze remotely sensed aerial imagery. Provided additional GIS analysis and cartographic support.

Urban Forestry Management Plan, City of Fresno, California. Principal GIS analyst responsible for citywide tree canopy and land cover classification mapping. Duties included employing semi-automated and machine learning image classification techniques to analyze remotely sensed aerial imagery. Provided additional GIS analysis and cartographic support.

Urban Forestry Management Plan, City of Irvine, California. Principal GIS analyst responsible for citywide tree canopy and land cover classification mapping. Duties included employing semi-automated and machine learning image classification techniques to classify satellite imagery. Provided additional GIS analysis and cartographic support.

Urban Forestry Management Plan, City of Temecula, California. Principal GIS analyst responsible for citywide tree canopy and land cover classification mapping. Duties included employing semi-automated and machine learning image classification techniques to analyze aerial imagery and LIDAR. Provided additional GIS analysis and cartographic support.

Urban Forestry Management Plan, City of San Diego, California. Principal GIS analyst responsible for citywide tree canopy and land cover classification mapping. Duties included employing semi-automated and machine learning image classification techniques to classify satellite imagery. Provided additional GIS analysis and cartographic support.

San Joaquin Marsh Aerial Analysis. Served as principal GIS analyst responsible for using remotely sensed satellite, aerial, and UAS imagery to quantify changes in land cover and vegetation type and health over the 15-year period from 2006 to 2020.

City of San Diego Stadium Wetlands Restoration Project. Served as principal GIS analyst responsible for quantifying changes to on-site vegetation community composition over a 5 year period. Duties included employing automated and semi-automated image classification techniques to classify UAS imagery and lidar in order to monitor the success project restoration efforts. Provided additional GIS analysis and cartographic support.

San Timoteo Creek Habitat Monitoring Program, Yucaipa Valley Water District, Riverside and San Bernardino Counties, California. Served as principal GIS analyst using satellite and aerial imagery to remotely monitor and measure long-term changes to riparian habitat, portions of which are occupied by the state and federally listed endangered least Bell's vireo (*Vireo bellii pusillus*), within San Timoteo Creek associated with expansion of the Yucaipa Valley Water District's non-potable water distribution system between the years 2012 and 2020.

Southern Subregion Habitat Reserve Vegetation Map Update, Rancho Mission Viejo Land Trust, Orange County, California. Served as GIS analyst supporting Rancho Mission Viejo's 2017 vegetation map update for the Initial Management Action Plan. Project involved collection of high-resolution satellite and aerial imagery and lidar to derive raster products characterizing the structure of vegetation, and to evaluate vegetation change within the Habitat Reserve over the period from 2012 to present. The satellite and lidar change detection products helped biologists quantify on-site vegetation changes, assess the accuracy of boundary mapping between vegetation communities, and update the vegetation classification system used in the 2012 mapping.

Josh Becker

GRAPHICS

Education

Cabrillo College
AS, Fire Protection Technology

San Jose State University
Design coursework

Josh Becker (*JAHSH BEHK-er; he/him*) is an accomplished graphic designer with 24 years' experience inspiring audiences with thoughtful, powerful design. Mr. Becker brings out the personality of each project via expertly crafted visual representation. He successfully leads design teams, fostering creativity to produce results that are unexpected and inspired. Mr. Becker's capabilities include (but are not limited to) logos, infographics, illustration, posters, fliers, reports, magazines, brochures, collateral materials, advertising, and booklets. His expertise in publication layout and art direction has earned him several awards.

Project Experience

Community Forest Management Plan, Los Angeles County, California. Designed and produced the layout of the community forest management plan and the community canopy profiles guide. Also designed custom infographics. (2024)

Urban Forest Management Plan, City of Fresno, California. Designed and produced the layout for the City of Fresno Urban Forest Management Plan (UFMP). (2024)

Urban Forest Management Plan, Technical Assessment, and Educational Materials, City of Temecula, California. Designed and produced the layout for the City of Temecula UFMP. Designed and produced the layout and illustration for three quad-fold educational pamphlets about urban forestry practices in the City of Temecula for homeowners, business owners, and landscape professionals. (2023)

Urban Forest Management Plan, City of Salinas, California. Designed and produced the layout for the City of Salinas UFMP. (2023)

Urban Forest Master Plan, City of Downey, Department of Public Works, California. Designed and produced the layout of the City of Downey UFMP. (2019)

Community Forest Management Plan, City of San José, California. Designed and produced the layout of the community forest management plan. Also designed custom infographics. (2020)

Sustainable Groundwater Management Program/Tribal Government and Underrepresented Community Technical Assistance Program: Branding and Suite of ADA-Compliant Products, California Department of Water Resources. Designed Americans with Disabilities Act (ADA)-compliant, multilingual educational lesson plans for 10 California hydrological regions for kindergarten through high school. Created an ADA-compliant, California Department of Water Resources-branded PowerPoint template. (2023)

Climate Adaptation Plan, City of Rialto, California. Designed and produced the layout of the Rialto Climate Adaptation Plan. Also designed and produced custom iconography. (2019)

Logo and Branding, City of Willits, California. Designed a new logo and branding style guide for the City of Willits that considered the City's deep history and future growth toward the arts. (2023)

Regional Adaptation Framework, San Diego Association of Governments, California. Designed and produced the layout of this document. (2021)

On-Call Sustainable Communities Consulting Services Proposal, San Diego Association of Governments, California. Designed a 400-page, winning proposal for the San Diego Association of Governments. (2022)

San Diego State University Mission Valley Campus Master Plan/Design Guidelines, California. Designed and produced the layout of the Master Plan and guidelines. (2019)

Environmental On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaptation Guidelines, San Diego Association of Governments, California. Designed and produced the layout of this document. Also designed a custom logo. (2019)

Los Angeles County Metro Area Plan, County of Los Angeles, California. Designed regional layouts, infographics, and historical timelines. (2023)

Los Angeles County South Bay Area Plan, County of Los Angeles, California. Designed brand expansion package, including a logo, a color palette, fonts, a report cover, a report flyer, and an area map. (2023)

City of Palos Verdes Estates Safety Element, City of Palos Verdes Estates, California. Designed the layout for the City of Palos Verdes Estates Safety Element. (2023)

On-Call Environmental Services for Flood Control Facilities, County of Los Angeles, California. Designed a 700-page, winning proposal in print and digital formats for the Los Angeles County Public Works. (2022)

Relevant Previous Experience

Santa Cruz Waves, California. Served as creative director. *Santa Cruz Waves* is a stylish, bimonthly, surf lifestyle magazine with a circulation of 20,000+. Conceptualized and executed all editorial design and layouts (~164 pages per issue). Redesigned publication upon coming aboard, giving it new life with a clean, striking, and dynamic look and feel. Showcased incredible photography and stories with arresting coffee-table-worthy layouts.

Freelance Art Director and Graphic Designer. Served as Art Director of *Los Gatos Magazine* (4/2016 to 4/2017) and its sister publication, *The Good Life Collection*. Designed a hardcover, national-release book (Whitman Publishing, 2016]. Worked for a large international ad agency designing business and collateral materials.

Good Times, Santa Cruz, California. Served as art director and production manager. Contributed to county's most reputable source of community journalism. Crafted artful and eye-catching covers and cover story layouts that got readers to pick up the issue, become interested in a story, and keep reading until the end. Helped to create a beloved and respected reputation in the community that led to bountiful advertisers and awards.

Awards

First Place, General Excellence (Weekly), 2006. CNPA Better Newspapers Contest.

First Place Winner, Page Layout & Design (Weekly), 2010; Honorable mention 2011, 2012, 2013. CNPA Better Newspapers Contest.

Second Place, Cover Design (Weekly), 2013, 2012. CNPA Better Newspapers Contest.

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 5

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: **Receive an Annual Report Regarding the Independent Police Auditor Function**

RECOMMENDATION: Receive an annual report regarding the Independent Police Auditor function.

FISCAL IMPACT:

Receiving this report will not have a fiscal impact with regard to the program itself. Based upon recent experience, preparing and sending the required notices and handling of a complaint averages approximately 15 hours of staff time, which includes review of the complaint and any related body camera footage and communication with the complainant. Additionally, about five hours of Police Department staff time is necessary per complaint to provide case documentation and footage, consult with the Town Attorney, State reporting requirements, and case retention. The work and the associated costs are absorbed into the Town Attorney's and Police Department's budget. Fees have not been established to recover these costs. The adopted budget contains funds to pay for consultant costs if an independent investigation is warranted.

STRATEGIC PRIORITY:

This action supports the Town's strategic priorities of public safety.

BACKGROUND:

The Los Gatos-Monte Sereno Police Department (LGMSPD) personnel are held to the highest standards of conduct both on and off duty. As a critical component of building and maintaining trust with the community, allegations from the community of misconduct by sworn members of

PREPARED BY: Bridgette Falconio
Administrative Technician

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

the LGMSPD are reviewed in a manner that is fair, impartial, independent, thorough, and timely.

On November 3, 2020, the Town Council voted to authorize the Town Manager to establish an Independent Police Auditor (IPA) function. A copy of the current Administrative Procedure is attached (Attachment 1).

Currently, complaints may be submitted to the Town Clerk or through an online complaint form. The Town Attorney then reviews the complaint and any applicable materials, such as video footage, in order to determine whether the complaint should be referred to an independent investigator who is overseen by the Town Attorney. This process has been documented in an Administrative Procedure, which has been updated by the Town Manager consistent with Town procedures. The administrative policy provides an annual summary report on the program to the Town Council and the public.

DISCUSSION:

The Town received eleven complaints in 2025. Five complaints were walk-in, five were by email, and one was by mail.

Of the eleven complaints, the determinations were as follows:

- Supervisory Referral: One Complaint
- Non-Misconduct Concern: One Complaint
- Demonstrably Unfounded: Eight Complaints
- No Records Found: One Complaint

CONCLUSION:

Staff is giving the Council an annual report regarding the Independent Police Auditor function. Eleven complaints have been received thus far in 2025.

COORDINATION:

The Town Attorney's Office, Town Manager's Office, Police Department, and Town Clerk's Department coordinated this report.

ENVIRONMENTAL ASSESSMENT:

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

ATTACHMENTS:
1. A-22 Administrative Procedure

TOWN OF LOS GATOS CALIFORNIA

ADMINISTRATIVE PROCEDURE MANUAL

Small Town Community Future Focus

TITLE: Community Complaint Procedure – Police Officers	**PROCEDURE NUMBER: A-22**
EFFECTIVE DATE: 05/18/2021	**PAGES: 9**
RENAMED & REVISED DATES: 03/07/2024	
APPROVED:	

PURPOSE

The purpose of the Procedure for Independent Review and Investigation of Policing Complaints ("Review and Investigation Procedure") is to provide independent, objective, fair, and transparent review of formal complaints from the public regarding the conduct of Police Department sworn personnel.

DEFINITIONS

A "Formal Complaint" is defined as a written complaint submitted to the Los Gatos Town Clerk, Los Gatos Town Attorney, or the Los Gatos-Monte Sereno Police Department, using the Town of Los Gatos Police Department Community Complaint Form available online, in person, or via request by mail or email. Pursuant to California law, the complaint form must contain sufficient information to determine the identity of the complainant and must be signed by the complainant acknowledging they have read and understand the advisory on the form required by Cal. Pen. Code §148.6.

"Serious Misconduct" is defined as conduct that, if true, would likely lead to substantial discipline and/or criminal prosecution.

"Substantial Discipline" is defined as discipline imposed at a level above a Letter of Reprimand. Substantial disciplinary actions include suspension without pay, reduction in pay, demotion and dismissal.

SCOPE

On November 3, 2020, the Town Council voted to authorize the Town Manager to establish an Independent Police Auditor function with a panel of diverse rotating investigators. The 2023 amendment retitles the procedure and clarifies the steps to be followed. Summary reports will be provided to the Town Council and the public annually.

PROCEDURES

Los Gatos-Monte Sereno Police Department (LGMSPD) personnel are held to the highest standards of conduct both on and off duty. As a critical component in building and maintaining trust with the community, formal community complaints regarding any sworn member of the Police Department will be received by the Town Clerk or the LGMSPD, using the complaint form provided on the Town of Los Gatos website, and also made readily available at the Los Gatos-Monte Sereno Police Department Offices, or via request by mail or email. Formal community complaints received by LGMSPD will be forwarded to the Town Clerk. Formal community complaints regarding sworn members of the LGMSPD must be reviewed in a manner that is fair, impartial, independent, thorough, and timely. An effective review process is intended to ensure that formal community complaints about an officer are heard, evaluated, and addressed to ensure the personnel of LGMSPD are held to the highest standards, using a process that respects the rights afforded the officer(s), while protecting them from false or malicious accusations. If a review determines that an investigation is necessary, the Independent Review and Investigation Procedure for complaints utilizes consulting investigators to conduct the independent investigation and render findings based on the facts of the case.

The independent investigators shall provide the Town of Los Gatos with an independent, objective, fair, and transparent investigative review of formal community complaints regarding the conduct of sworn LGMSPD personnel. A general outline of the process involved for each complaint received is provided below. The independent investigation shall follow the legislative guidance of the Public Safety Officers Procedural Bill of Rights Act ("POBR") (codified in Government Code Sections 3300-3312), to assure the rights and protections are provided to police officers. Updates to this process may be completed as needed by the Town Manager, consistent with other Town procedures.

For those who opt not to submit formal complaints, informal community concerns regarding any LGMSPD employee(s), received by dispatch or other police department or town personnel, may be referred to police department supervisors for review and disposition. Supervisors are required to forward the details of the informal complaint and disposition to the Police Chief through the chain of command.

a. Formal Community Complaints against sworn police personnel may be submitted to the Police Department by email to police@losgatosca.gov, by mail to Town Clerk, 110 East Main Street, Los Gatos, CA 95030 or in person at Town Hall. All formal complaints will be forwarded to the Town Attorney for review. The Los Gatos Monte Sereno Police Department Community Complaint Form and information regarding the process for submitting a formal community complaint against a sworn officer is available on the Town's website or at the Town Clerk's Office located at Town Hall. The public may also request a copy be sent via U.S. mail or email by requesting a copy from the Town Clerk at clerk@losgatosca.gov or Police Department at 408-354-8600. Individuals who are

unable to submit a written form may contact the Town Clerk or Police Department for assistance.

Pursuant to Cal. Pen. Code §148.6, persons willing to file a formal complaint shall provide their true identifying information and sign the Town of Los Gatos Police Department Community Complaint Form acknowledging they have read and understand the advisory on the form which is specified by law. Should a complainant submit a Town of Los Gatos Police Department Community Complaint Form bearing incomplete or fraudulent information, the complaint will only be accepted if a preliminary review of the complaint indicates reasonable suspicion that a violation of policy or law has occurred, that if proven true, would likely lead to substantial discipline or criminal prosecution of the officer(s) identified in the complaint.

PRELIMINARY REVIEW

a. Upon receipt, copies of the completed Town of Los Gatos Police Department Community Complaint Form are sent to the Chief of Police and the Town Attorney (the "Preliminary Reviewers") for preliminary review. Within 30 Calendar days the Police Chief or their designee will notify the officer(s) identified in the complaint, in writing, that a formal complaint has been filed. This notification will also include the date the complaint was filed, a statement acknowledging the officer's rights according to POBR in the event of an investigation, and inform the officer that in the event a formal investigation is warranted, they will receive a future notice which will include the nature of the complaint, the date it allegedly occurred, possible policy or law violations, and which external investigating firm will be conducting the investigation. The Town Attorney will contact the complainant to notify them the complaint has been received. The timeline for notification of the subject officer(s) may be delayed if the Chief of Police determines the nature of the complaint is such that a criminal investigation into the officer's conduct could reasonably be compromised by notifying the officer.

b. The Chief of Police will direct the Support Services Captain or designee to collect all relevant evidence related to the complaint (reports, video footage, audio recordings, Computer Aided Dispatch printouts, etc.) and provide it to the Preliminary Reviewers.

c. The Chief of Police, in consultation with the Town Attorney and Human Resources Director, determines if the officer who is the subject of the investigation should be placed on administrative leave during the investigation.

d. Formal community complaints will be reviewed by the Preliminary Reviewers within ten days of receipt. When a complaint is made against an officer alleging "serious misconduct" as defined by SB 2, "Peace officers: Certification Civil Rights" (conduct that could result in decertification), the Preliminary Reviewers or designees shall review the complaint within ten days of receipt in order to ensure compliance with

Senate Bill 2 reporting. SB 2 defines "serious misconduct" as follows:

- Dishonesty relating to the reporting, investigation, or prosecution of a crime, or relating to the reporting of, or investigation of misconduct by, a peace officer or custodial officer, including making false statements, intentionally filing false reports, tampering with, falsifying, destroying, or concealing evidence, perjury, and tampering with data recorded by a body-worn camera or other recording device for purposes of concealing misconduct;
- Abuse of power, including, but not limited to, intimidating witnesses, knowingly obtaining a false confession, and knowingly making a false arrest;
- Physical abuse, including, but not limited to, the excessive or unreasonable use of force;
- Sexual assault;
- Demonstrating bias on the basis of any legally protected status, in violation of law or department policy, or in a manner inconsistent with a peace officer's obligation to carry out their duties in a fair and unbiased manner;
- Acts that violate the law and are sufficiently egregious or repeated as to be inconsistent with a peace officer's obligation to uphold the law or respect the rights of members of the public, as determined by POST;
- Participation in a "law enforcement gang";
- Failure to cooperate with an investigation into potential police misconduct; and
- Failure to intercede when present and observing another officer using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances,

If a complaint falls within the SB2 definition of "serious misconduct," the Preliminary Reviewers will notify the Support Services Captain so the matter can be reported to the California Commission on Peace Officer Standards and Training (POST).

e. The Preliminary Reviewers will classify complaints as follows:

i. **Supervisory Referral**: A Supervisory Referral is a formal complaint which contains an allegation involving a minor transgression that may best be handled by bringing the matter to the attention of the subject member's supervisor and the chain of command to determine if the transgression occurred and the appropriate corrective action without formal investigation. All of the following objective criteria must be met for a complaint to be considered a Supervisory Referral:

- The issue must be personnel-related,
- Allegations of misconduct must be related to action(s) or inaction(s) by a sworn member of the Department, and
- The allegation(s) must involve a minor transgression in which a finding of Sustained would not likely result in Substantial Discipline.

i. **Policy Complaint**: A Policy Complaint is defined as a complaint in which sworn officer(s) took action that was determined during the Preliminary Review to be in compliance with LGMSPD policy, procedure or California or Federal Law, but for which the complainant believes the policy is inappropriate or invalid. In these cases, there is no indication a complaint is made specifically against the officer taking the action. Upon determining the complaint to be a Policy Complaint, the Policy will be reviewed and the complaint will not be placed in the officer's personnel file.

ii. **Conduct Complaint**: A Conduct Complaint is defined as a formal complaint in which a complainant files an allegation against a sworn officer, which if true would indicate the officer violated (1) any local, state, or federal law or, (2) any Department policy or procedure, and where such actions could result in the involved officer receiving substantial disciplinary action.

iii. **Non-Misconduct Concern**: After receiving a formal complaint alleging misconduct by a sworn officer, the Town's preliminary review may indicate that the allegations did not involve a violation of
(1) any local, state or federal law or,
(2) any Department policy or procedures. Such a complaint will be re-categorized as a Non-Misconduct Concern, meaning it does not meet the criteria outlined in the definition of a Conduct Complaint. Recategorizing complaints as Non-Misconduct Concerns allows the Town to track issues that may indicate a need for training for sworn personnel and/or community outreach/dialogue. Complaints categorized as Non-Misconduct Concerns will not be placed in the officer's personnel file.

iv. **Demonstrably Unfounded**: When the preliminary review of a formal complaint reveals that the misconduct alleged in the complaint did not occur, based on immediately available evidence and/or recorded media, the complaint is categorized as "Demonstrably Unfounded." Complaints categorized as Unfounded will not be placed in the officer's personnel file.

v. **Inconclusive**: A matter in which the complaining party either refuses to sign and complete the Town of Los Gatos Police Department Community Complaint Form, refuses to cooperate during the investigation or becomes unavailable after diligent follow-up. In such matters, the Preliminary Reviewers may further investigate the matter depending upon whether there are sufficient leads to establish reasonable suspicion that serious misconduct or a criminal offense has been committed by the officer(s) based upon the initial information provided. If sufficient independent evidence is not available, the complaint will be classified as "Inconclusive."

Documentation of the reasoning behind the classification will be retained by the Town

Attorney for five years from the date of disposition of the complaint.

f. If the Preliminary Reviewers classify the complaint as a "Supervisory Referral," the complaint will be referred to a Police Captain, Police Sergeant, or Police Corporal for action, including but not limited to, training, counseling, or discipline not to exceed a Letter of Reprimand. The Police Chief or their designee will notify the officer of the outcome within 30 calendar days of the determination and the Town Attorney will notify the complainant of the outcome. The complaint and documentation of its classification will be retained in the Police Department Administrative Complaint File in accordance with the LGMSPD Retention Schedule, and will be destroyed in accordance with the same.

g. If the Preliminary Reviewers classify the complaint as "Demonstrably Unfounded" and determine that an investigation is not warranted, the Police Chief or their designee will notify the officer of the outcome within 30 calendar days of the determination and the Town Attorney will notify the complainant of the outcome. The complaint and documentation of its classification will be retained in the Police Department Administrative Complaint File in accordance with the LGMSPD Retention Schedule, and will be destroyed in accordance with the same.

h. If the Preliminary Reviewers classify a formal complaint as a "Conduct Complaint" involving a minor transgression of policy or procedure, the matter will be referred to the Chief of Police or designee for further investigation. The Police Chief or their designee will notify the officer(s) of the outcome within 30 calendar days of the determination and the Town Attorney will notify the complainant of the outcome.

i. If the Preliminary Reviewers classify a formal complaint as a "Conduct Complaint" involving anything other than a minor transgression of policy or procedure, the complaint will be investigated following the procedure set forth below. The Town Attorney will notify the complainant that an investigation has been initiated.

INVESTIGATION OF COMPLAINTS CLASSIFIED AS "CONDUCT COMPLAINTS"

a. If the Preliminary Reviewers classify a complaint as a "Conduct Complaint" and determine that an outside investigation is warranted, the Town Attorney will select an investigator from the list of approved consultants to conduct an independent investigation into the complaint in accordance with POBR.

b. In the event an investigation is initiated, the officer will be notified within 30 days of the determination that an investigation is being initiated. This notification will include the date the complaint was filed, a statement acknowledging the officer's rights according to POBR, the nature of the complaint, the date it allegedly occurred, possible policy or law violations, and which external investigating firm will be conducting the investigation. All interaction

between the investigator and the subject officer(s) will occur within the parameters outlined in Public Safety Officers Procedural Bill of Rights Act (Gov. Code Sections 3300 – 3312).

c. The investigator will contact the complaining party (by phone preferably), introduce themself as the investigator for the complaint and outline the investigation process.

d. The investigator's scope of work will include, but not be limited to:
   - Provide all work in a confidential manner.
   - Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation.
   - Determine the most appropriate investigative method(s) to be used for each investigation in conjunction with the Town.
   - Conduct investigation to include interviewing witnesses, complainants, the officer named in the complaint, and other persons; gathering documents, video, and other materials; administering oaths and examining persons, affidavits, and supporting documentation; and otherwise conducting all research necessary and gathering all evidence sufficient to complete each assigned investigation.
   - Review and evaluate all evidence gathered in each investigation to formulate defensible investigative conclusions regarding the alleged violations. Request additional evidence and/or resource material, if necessary, as the investigation progresses.
   - Provide updates on the progress of the investigation at each phase of the investigation, including any anticipated changes to the established timeline as requested by the Town.
   - Write a report utilizing the format consistent with Log Gatos Monte Sereno Police Department policy relating to Administrative Investigations:

     Introduction – Include the identity of the members, the identity of the assigned investigator, the initial date and the source of the complaint.

     Synopsis – Provide a brief summary of the facts giving rise to the investigation.

     Summary – List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

     Evidence – Each allegation should set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

     Conclusion – A recommendation that the complaint be Sustained, Not Sustained,

Unfounded, or Exonerated.

- Submit a final written report with supporting documentation, findings, and recommendations with all evidence, and applicable materials to the Town Attorney. The investigator's findings and conclusions are advisory only and do not impact the full range of judgment and discretion afforded the Town.
- Conduct a de-briefing session with the Town Attorney, Human Resources Director, and Chief of Police or designee.
- Participate in administrative hearings, in court, or other official proceedings that result from the investigations.
- In the event that the investigator learns of possible "serious misconduct" that is reportable to POST in accordance with Senate Bill 2, the investigator will immediately inform the Chief of Police and the Town Attorney.

e. The report is reviewed by the Town Attorney to ensure the facts support the findings.

f. Once the investigator's report has been completed and approved by the Town Attorney and if any of the allegations are sustained, a copy is submitted to the Support Services Captain or designee. If after reviewing the report and its findings, the Support Services Captain or designee disagrees with the findings, the Town Attorney will consider their concerns and determine if the investigator needs to do additional work to substantiate the findings.

g. In the event there is no consensus on the findings, the Town Attorney may direct another investigator to evaluate the facts, materials, and methods and determine its own independent conclusions/findings. The second independent investigator's analysis must be prepared to the satisfaction of the Town Attorney consistent with the procedure for the first independent analysis. If the second investigator's report results in a different set of findings, the Town Attorney in consultation with the Chief of Police will determine which analysis stands.

h. Upon approval of the report, and after the subject officer(s) appeal/Skelly rights have been exhausted, the Town Attorney informs the complaining party of the completion of the investigation and the findings of the investigation. The findings will be retained in the officer's personnel file. The investigative report and evidence will be retained by the Police Department in a separate internal affairs file and destroyed at a later date in accordance with the LGMSPD Retention Schedule.

i. If the allegations are sustained, the Chief of Police or their designee will determine the appropriate discipline for the officer(s) based on the findings. Discipline may need to be coordinated with the Human Resources Director to ensure appropriate appeal/Skelly rights of the employee. The Chief of Police or their designee will notify the officer of the

intended discipline and offer appropriate appeal rights. The complaint and findings will be retained in the officer's personnel file. The investigative report and evidence will be retained by the Police Department in a separate internal affairs file. and destroyed at a later date in accordance with the LGMSPD Retention Schedule

j. If the allegations are not sustained, exonerated, or unfounded, the Chief of Police or designee informs the officer(s) of the completion of the investigation and the findings. The complaint and findings will be retained in the officer's personnel file. The investigative report and evidence will be retained by the Police Department in a separate internal affairs file and destroyed at a later date in accordance with the LGMSPD Retention Schedule.

k. The Town Attorney writes a brief summary of the complaint (the nature of the complaint and key "facts" without names or sensitive information provided), review and investigation steps, and findings for inclusion in an annual report to the Town Council and community.

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 6

DATE: November 26, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Lisa Wise, Inc., Revising the Scope of Work at No Additional Cost**

RECOMMENDATION: Authorize the Town Manager to execute a first amendment to the Agreement for Services with Lisa Wise, Inc., revising the Scope of Work at no additional cost.

FISCAL IMPACT:

This action has no fiscal impact. The amendment reallocates resources by expanding one task, eliminating several non-critical optional tasks, and creating a modest contingency with no added cost.

STRATEGIC PRIORITY:

This action is not associated with a strategic priority; however, it supports the Town's core goal of Fiscal Stability.

BACKGROUND:

On February 4, 2025, the Town Council authorized the Town Manager to execute an agreement not to exceed $189,646 with Lisa Wise Consulting, Inc. for consulting services to update and provide additional Objective Design Standards for qualifying multi-family and mixed-use residential developments (Attachment 1).

Staff continues to coordinate with the consultant to develop additional objective design standards.

PREPARED BY: Sean Mullin, AICP
Planning Manager

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

SUBJECT: Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Lisa Wise, Inc., Revising the Scope of Work at No Additional Cost

DATE: November 26, 2025

DISCUSSION:

Staff received a higher-than-expected number of participants for Task 2B, Focus Group Meetings. The large response required six additional sessions to preserve the small-group setting essential for effective discussions. To offset the cost of the additional sessions, the first amendment would remove several optional tasks that staff and the consultant identified as overlapping and/or not critical to the project's success (Attachment 2). This reallocation of funds will cover the additional focus groups and create a small contingency reserve.

CONCLUSION:

Execution of this amendment will adjust the tasks to capitalize on the large response to the focus groups and allow the project to stay on budget.

ENVIRONMENTAL ASSESSMENT:

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

ATTACHMENTS:

1. Original Agreement for Services – Lisa Wise, Inc.
2. First Amendment to Agreement for Services – Lisa Wise, Inc.

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on February 26, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Lisa Wise Consulting, Inc. ("Consultant"), whose address is 983 Osos Street, San Luis Obispo, CA 93401. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide Objective Design Standards services.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain Objective Design Standards Consultant Services Proposal sent to the Town on October 26, 2024, which is hereby incorporated by reference and attached as Attachment 1.

2.2 Term and Time of Performance. This contract will remain in effect from Upon Execution to June 30, 2026. Consultant shall perform the services described in this Agreement as follows: Objective Design Standards Consultant Services.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of the these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports

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to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services shall not exceed $189,646 at the rates set forth on page 39 in Attachment 1, Objective Design Standards Consultant Services Proposal, inclusive of all costs. Payment shall be based upon Town approval of each task.

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

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

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

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

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

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compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

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iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than one million dollars ($1,000,000) which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; and premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify, and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up

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because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

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

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

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

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

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

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

Town of Los Gatos	Lisa Wise Consulting, Inc.
Attn: Town Clerk	Attn: Lisa Wise
110 E. Main Street	983 Osos Street
Los Gatos, CA 95030	San Luis Obispo, CA 93401

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

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

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

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

Town of Los Gatos by:

Signed by:
Chris Constantin 3/4/2025
3EF03F232F1B428...
Chris Constantin, Town Manager Date

Consultant, by:

DocuSigned by:
Lisa Wise 2/26/2025
61138DC52AAE4AD...
Lisa Wise, AICP, President, CEO Date
Lisa Wise Consulting, Inc.

Recommended by:

Signed by:
Joel Paulson 2/27/2025
5035A0632FE1477...
Joel Paulson, Date
Community Development Director

Approved as to Form:

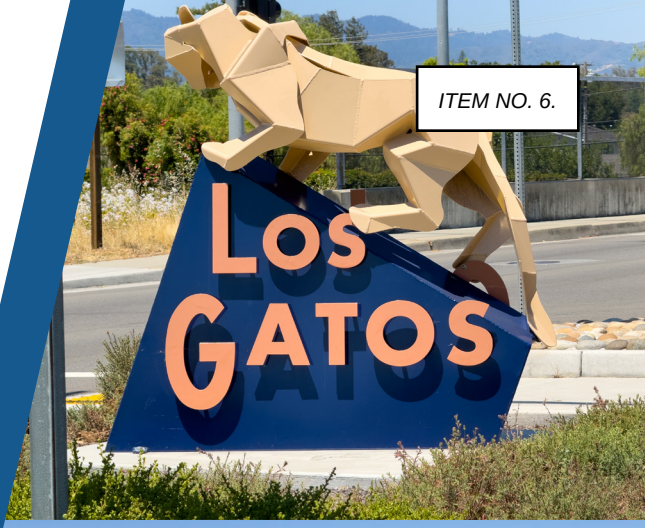
Signed by:
Gabrielle Whelan 3/4/2025
EFD0738A5534428...
Gabrielle Whelan, Town Attorney Date

Attest:

Signed by:
Wendy Wood 3/4/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk Date

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

LWC



TOWN OF LOS GATOS

Updated/Additional Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Developments

Response to Request for Proposals

October 26, 2024

ATTACHMENT 1

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TABLE OF CONTENTS

COVER LETTER 3

CERTIFICATION FORMS 5

REVIEW OF SCOPE OF SERVICES 8

EXPERIENCE AND EXPERTISE 12

Lisa Wise Consulting, Inc. 12

Urban Planning Partners, Inc. 19

QUALIFICATIONS OF KEY PERSONNEL 23

TIMELINE 32

SAMPLES 33

DISCLOSURE OF LITIGATION/DISCIPLINE 33

REFERENCES 34

INSURANCE COVERAGE 36

PRELIMINARY FEE SCHEDULE 37

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

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COVER LETTER

October 26, 2024

LWC

Sean Mullin, Planning Manager
Alexa Nolder, Administrative Technician
Town of Los Gatos
Community Development Department
110 E. Main Street
Los Gatos, CA 95030
(408) 354-6864
Planning@losgatosca.gov

Re: Lisa Wise Consulting, Inc. Proposal for Objective Design Standards Consultant Services

Dear Sean and Alexa,

On behalf of our qualified and motivated team, we are pleased to submit this proposal to provide the Town of Los Gatos with professional services for the development of complete Objective Design Standards that reflect the Town's unique scale and character and meet the community's high standards for building design. As a firm that is dedicated to working with California communities to ensure compliance with state housing legislation and to ensure that the community's priorities and preferences are reflected in design standards, this is a target project for us.

Lisa Wise Consulting, Inc. (LWC) is uniquely qualified to lead this engagement given our expertise in California housing law, experience completing Objective Design Standards in similar communities, and deep resume of rezoning, zoning code updates, and community design. LWC's resume includes creating feasible and SB330-compliant Objective Design Standards in communities such as Portola Valley, Saratoga, Piedmont, Los Altos, South San Francisco, Woodland, Seal Beach, Millbrae, Marin County, and Beaumont, as well as leading 16 successful Housing Element Updates in the 6th Cycle. In our ODS engagements, we bring not only a deep knowledge of codes and buildings, but also expertise in custom visualizations using a combination of SketchUp and Illustrator (see Task 3B), as well as related analysis to ensure that proposed standards result in economically feasible projects (see Optional Task C).

Our Team also includes Oakland-based Urban Planning Partners (UPP), experts in planning policy, development services, and community engagement. UPP will work closely with LWC and the Town to implement an inclusive and substantive community engagement effort and to support the Team in key document review and context assessment. LWC and UPP have a proven partnership in the successful delivery of objective design standards in Saratoga and Portola Valley.

Our Team is further uniquely qualified for this project given the skills and experience of the project team members. As the President and CEO of LWC with over 30 years of leading complex planning

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

engagements, I will be the Principal in Charge and responsible for compliance with the tenets of the contract, accurate invoicing, adherence with the timeline and assurance that deliverables are of the highest quality. David Bergman, LWC Director, brings over 25 years of experience. David led successful 6th Cycle Housing Elements and Rezoning projects in Novato, Piedmont, Alameda County and Long Beach. David will serve as Director in Charge and set strategies for research and deliverables, assure milestones are met and deliverables are complete, accurate, and exceed the Town's expectations. Monica Szydlik brings over 18 years of architecture and urban planning expertise. Monica led successful Objective Design Standard projects in Los Altos, Piedmont, South San Francisco, Saratoga, Woodland, and Millbrae, and residential guidelines in Redwood City. Monica will serve as Project Manager and oversee all research, development of draft and final documents, and close communication with the Town and internal team. Monica and I work out of LWC's San Francisco office.

From UPP, Curtis Banks brings over 30 years in planning and community development, having managed a wide variety of residential and non-residential projects. Curtis has spent his entire career working for communities in Santa Clara and San Mateo counties (including as consultant to Los Gatos) and is currently overseeing projects in Saratoga and Newark. Carla Violet brings over 10 years of urban planning, community design experience. Carla has managed several community outreach and engagement efforts customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. Carla will oversee the UPP team's close collaboration with LWC and execution of technical design elements that prioritize the highly valued aesthetics of neighborhood and community character in Los Gatos.

As our qualifications indicate, LWC and UPP are leaders in creating development regulations and design standards that facilitate the production of diverse housing opportunities and compliant, prosperous and equitable communities.

The LWC/UPP Team appreciates the opportunity to provide this proposal, and the Town's contract template is acceptable to our Team. We look forward to your positive response and remain available to provide additional input or respond to questions or comments.

Sincerely,

Lisa Wise, AICP, President, CEO
870 Market Street, Suite 977
San Francisco, CA 94102
lisa@lisawiseconsulting.com
(805) 595-1345

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

The undersigned declares:

I/We Lisa Wise Consulting, Inc. (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

Neither LWC owners or staff have had, nor do we have relationships with the Town of Los Gatos the will have any impact on this project.

I/We Lisa Wise Consulting, Inc. (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Neither LWC owners or staff have had, nor do we have other clients who may have financial interest in the outcome of this project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

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work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 18, 2024 [date], at San Francisco [city], California [state].

Lisa Wise Consulting, Inc.	Vice President, Secretary
Proposer Name (Person, Firm, Corp.)	Title of Authorized Representative
983 Osos Street	Henry Pontarelli
Address	Name of Authorized Representative
San Luis Obispo, CA 93401	
City, State, Zip	
October 18, 2024	
(Date)	(Signed)

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

State of California)
County of SAN FRANCISCO)

On 10/18/2024 (Date) before me, FRANCISCO NAKASONE-TAMASHIRO, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared HENRY PONTARELLI (Name(s) of Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
(Signature of Notary Public)

FRANCISCO NAKASONE-TAMASHIRO
Notary Public - California
San Francisco County
Commission # 2356343
My Comm. Expires May 3, 2025

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

ATTACHMENT 3 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Lisa Wise Consulting, Inc.
Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Henry Pontarelli, Vice President, Secretary
Name & Title of Authorized Representative

October 18, 2024
Date of Signing

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

REVIEW OF SCOPE OF SERVICES

Task 1: Project Initiation and Analysis

A. Project Initiation Meeting and Site Tour. The consulting team will meet in-person with Town staff to discuss the goals and priorities for the Updated/ Additional Objective Design Standards; finalize the work program, timeline, and milestones; discuss the outreach program; and clarify roles and responsibilities. Following the meeting, Town staff will lead the team on a tour of the Town to understand existing character, visit key housing opportunity sites, and document the intensity, forms, and character of Los Gatos neighborhoods. A key part of the tour will be a discussion about the Town staff's experience with community expectations and what is important from a design perspective to achieve desired development outcome.

B. Technical Analysis, Site Analysis, and Evaluation. LWC will prepare a Technical Analysis, Site Analysis and Evaluation that addresses the following:

- Applicable ordinances, plans, and policy documents including General Plan 2040, Residential Design Guidelines, Commercial Design Guidelines, and Chapter 29 of the Town Code (Zoning Regulations).
- The adopted Objective Design Standards and Checklist (yes/no and B.4.3 points system).
- Evaluation of existing typical development projects that demonstrate local context and character.
- Documentation of recent, pipeline, and proposed development projects.
- Council direction related to high-quality building design, architectural style, and height transitions.
- Design and feasibility considerations for small multi-family housing types including townhomes, triplexes and fourplexes, "house-scale" small multi-unit buildings, and other small-scale configurations.

Prior to preparation of the Analyses and Evaluation, the consulting team will prepare and submit to the Town a data request for material related to the Project. This may include but is not limited to unpublished GP and Zoning amendments, a list of Staff's zoning interpretations, minutes of hearing design review discussions, GIS data, original files from the adopted Objective Design Standards, and other material relevant to the Project.

C. Updated/Additional Objective Design Standards Recommendations Memo. Based on the Technical Analyses and Town staff comments, the consulting team will prepare a Recommendations Memo. The Memo will outline recommendations for:

- ***Revised content.*** Changes to existing standards and recommended new standards, with a focus on building massing, height transitions, building design and articulation, and architectural style, and Town character and scale. This includes recommendations for revisions to existing graphics/illustrations and preparation of new graphics/illustrations.
- ***Organization and implementation.*** How the material may be added to or integrated within the existing Town's regulatory framework to facilitate streamlined ministerial review. This includes recommendations for how the standards may be administered and reviewed (yes/no, point system, allowed modifications, etc.).

Task 2: Community Engagement

A. Community Engagement Program. LWC will prepare a Community Engagement Program outlining a public process that enables the community to review and comment on the Updated/Additional Objective Design Standards as they are being formulated. The Program will refine Task 2 of the Scope of Work as needed to ensure that approaches and formats used will be most effective for the Los Gatos community; that the community has ample opportunity to express its values and priorities for residential design; and, that, ultimately, the community has ownership of the process.

B. Focus Group Meetings (2). The consulting team will hold two virtual small-group (up to four individuals per group) meetings with key stakeholders. Stakeholders, to be identified and contacted by Town staff, are anticipated to include local designers/architects, developers, neighborhoods representatives, residents of mixed-use or multi-family areas of Los Gatos, real estate professionals, or other interested code users. The goals of the meetings are to identify important issues and constraints to residential design; hear the group members' design preferences and priorities;

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and understand the group members' views on the feasibility and marketability of various design features and standards.

The consulting team will prepare an introductory presentation, identify discussion topics, and lead the discussion. Following the meetings, the consulting team will summarize the feedback collected and identify ways to incorporate feedback into the standards.

C. Community Workshop. The consulting team will design and facilitate an in-person interactive community workshop prior to drafting of the Administrative Draft Standards. The workshop will:

- ***Introduce the project to the community.*** The workshop will begin with a presentation on the project background, recent State housing legislation, and Town policy goals and standards. The presentation will describe the advantages of ODS for small towns like Los Gatos and underscore the role of community members in developing them. The community will also gain the vocabulary needed to provide impactful feedback once the draft standards are ready for public review.
- ***Solicit input from the community.*** Following the presentation, the workshop will provide activities for community members to offer ideas and priorities and shape the emerging standards. Activities may include but are not limited to live visual preference surveys, interactive stations with presentation boards, and small-group facilitated discussions with tabletop materials. While the format will be developed in coordination with Town staff, the interactive portion of the workshop will be designed to prompt community members to:
  - *Identify and discuss* key elements that contribute to Los Gatos' neighborhood character.
  - *Visualize and articulate* priorities for a range of building and site design elements with a focus on architectural style, building height transitions between different residential densities and districts, and details of building design.
  - *Ask questions about and lend input* into the emerging standards to ensure that the Project is truly a community-led effort.

After the workshop, the consulting team will summarize the feedback collected from all participants and identify ideas to be incorporated into the Updated/Additional Objective Design Standards.

Task 3: Administrative Draft Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Administrative Draft. LWC will provide a summary memo for each meeting.

B. Administrative Draft Updated/Additional Objective Design Standards. The consulting team will prepare the Administrative Draft Updated/Additional Objective Design Standards to satisfy the State's requirements in accordance with SB330 as well as the community's design priorities. While the scope and nature of the amendments will be determined through Tasks 1 and 2, the consulting team anticipates the Standards will include the following:

- **Site Standards.** Edits and additions to existing standards to support high-quality site design of small-scale multi-family development types, including common and private open space, bicycle parking, vehicular parking, landscaping.
- **Building Standards**. Edits and additions to existing standards to require high-quality building design that demonstrates the Los Gatos character. This includes edits and additions to existing standards for massing and scale; parking structure design; roof design; façade design and articulation, and other design elements. In developing this material, the consultant team will focus on:
  - *High-quality building design* – Building design (form, massing, materials, and details) that is high in quality and that reflects the Town's character, detailed in an objective manner.
  - *Architectural style* – Styles that are typical of the Town, both within and outside of the historic Downtown, and the hallmarks of each style, described as objective features.
  - *Height transitions* – Strategies for appropriate massing transitions between different zones and residential densities, and how such transitions may impact solar access.
- **Anticipating Density Bonus.** Edits and additions to the standards to ensure that key community priorities are preserved when concessions are granted to density bonus projects.

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- **Updated and new graphics/illustrations.** Updated and new figures and illustrations that accurately reflect the scale and character of Los Gatos and that represent the range of forms and scales of residential and residential mixed-use development in the Town and that can be used to clearly illustrate the standards. The graphics will be developed using a combination of SketchUp and Adobe Illustrator.
- **Implementation.** Edits and additions to existing checklist review process to ensure application of the standards is predictable, clear, and easy to follow. The consulting team will also identify places elsewhere in the Town's regulatory framework that may need to be updated for consistency with the Updated/Additional Objective Design Standards and to ensure predictable and streamlined ministerial review.

Task 4: Public Review Updated/Additional Objective Design Standards

A. Working Meetings with Town Staff (2). The consulting team will participate in two one-hour working meetings with Town staff during the development of the Public Review Draft. LWC will provide a summary memo for each meeting.

B. Public Review Draft Objective Design Standards. The consulting team will prepare a Public Review Draft based on a single set of consolidated, non-conflicting comments from the Town staff review of the Administrative Draft.

Task 5: Review and Adoption

A. Planning Commission Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Planning Commission public hearing to support adoption of the Updated/Additional Objective Design Standards.

B. Town Council Public Hearing. LWC will prepare materials/presentations for, and present at one in-person Town Council public hearing to support adoption of the Updated/Additional Objective Design Standards.

C. Final Objective Design Standards. Based on the Town Council's final adoption and final text changes provided by Town staff, LWC will prepare, and provide in Word and PDF, the final Objective Design Standards.

Optional Tasks

A. Additional Focus Group Meetings. The consulting team will hold additional focus group meetings similar in format to those described in Task 2B, to be held at any point in the process. Discussion topics will be developed in coordination with Town Staff.

B. Educational Story Map/Survey. Using ArcGIS Online, the UPP team will develop a Story Map that provides an overview of objective design standards, showcases existing and proposed multi-family and mixed-use residential development in the Town, and collects feedback from users. UPP will analyze this feedback and work with LWC to incorporate it into the draft objective design standards.

C. Test Site Feasibility Analysis/Proforma. LWC will prepare a financial feasibility analysis for selected sites or building prototypes identified in the ODS drafting process. The goal is to ensure that development standards result in economically feasible conditions that will allow for projects to be developed. This analysis will also establish that the ODS do not serve as a constraint on housing production. LWC will develop a financial model (static developer-side pro forma) based on the proposed standards. The definition of potential building envelopes and development standards can be prepared concurrently to establish the economic feasibility of the proposed standards as they are being formulated.

D. Community Open House on the Public Review Draft. The consulting team will hold an in-person Open House to present the Public Review Draft Updated/ Additional Objective Design Standards to the community and gather the community's feedback and input. The input gathered from the Open House will be reflected in the subsequent draft of the design standards.

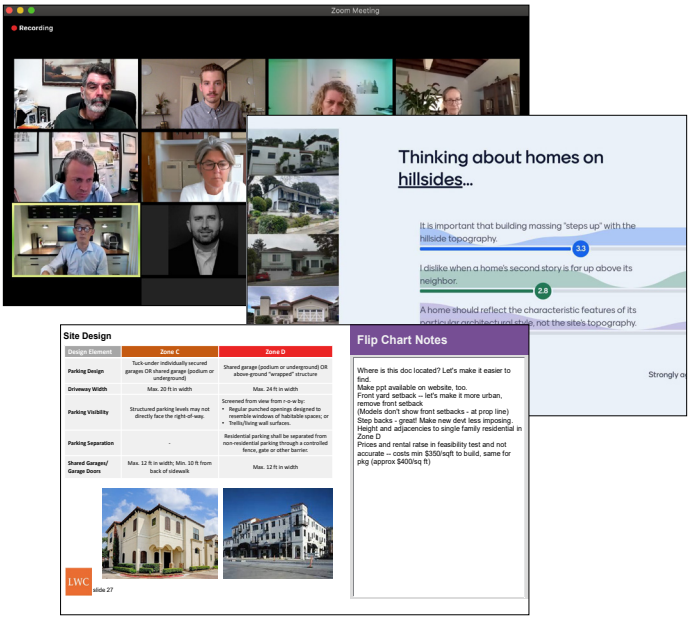
E. Planning Commission/Town Council Study Session. LWC will prepare materials/presentations for, and present at a Planning Commission or Town Council study session on the Public Review Draft updated/ Additional Objective Design Standards.

F. Additional Planning Commission/Town Council Hearing. LWC will prepare materials/presentations for, and present at a Planning Commission and Town Council Hearing study session on the Public Review Draft Updated/Additional Objective Design Standards.

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

LWC prepares for a community workshop on the Hayward Downtown Specific Plan.

LWC staff leads a visual preference exercise at a Livermore General Plan Amendments community event.



LWC staff leads virtual workshops using a range of interactive tools such as break-out discussion rooms, and live polling, and virtual white boards.

Assumptions

This proposal is based on the following assumptions:

1. *All meetings and calls will be conducted using an online video conferencing platform unless specified as in-person.*
2. *All deliverables, except for presentation materials required for the public workshop and open house, will be provided in electronic format.*
3. *Town staff will be responsible for the preparation and publishing of all required public hearing notices, property owner notification, newspaper notices, agendas and staff reports for public hearings, and translations or interpretation services.*
4. *Town staff will provide comments on draft materials as a single set of non-conflicting and actionable comments. The Town's comments will include those from the Town Attorney as appropriate as determined Town staff. Town Attorney comments will be compiled with Town staff comments when provided.*
5. *Town staff will prepare staff reports, resolutions, and notices for the Planning Commission and Town Council meetings and hearings.*
6. *The Project involves no CEQA review, documentation, or noticing.*

The proposal acknowledges laws and statutes enacted at the time of its writing. The parties will agree on amendments to the scope of services that become necessary if any changes occur to applicable rulings and obligations that were unexpected at the time of the execution of this proposal.

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

Lisa Wise Consulting, Inc.

LWC was founded in 2006 and has grown to a staff of 21 urban planning professionals and support staff with offices in Los Angeles, San Francisco, and San Luis Obispo. LWC specializes in assessing, updating, and modernizing zoning codes aimed at promoting pedestrian and transit-oriented communities, and facilitating sustainable, vibrant places to live, work, and play. The LWC team addresses each engagement with a deep understanding of zoning principles and best practices, strong project management, writing, and graphics production.

Core Services. Since 2006, LWC has been dedicated to working with California cities to assure compliance with State Housing Law and consistency and clarity of zoning codes. This is a target project for LWC. Our core services include:

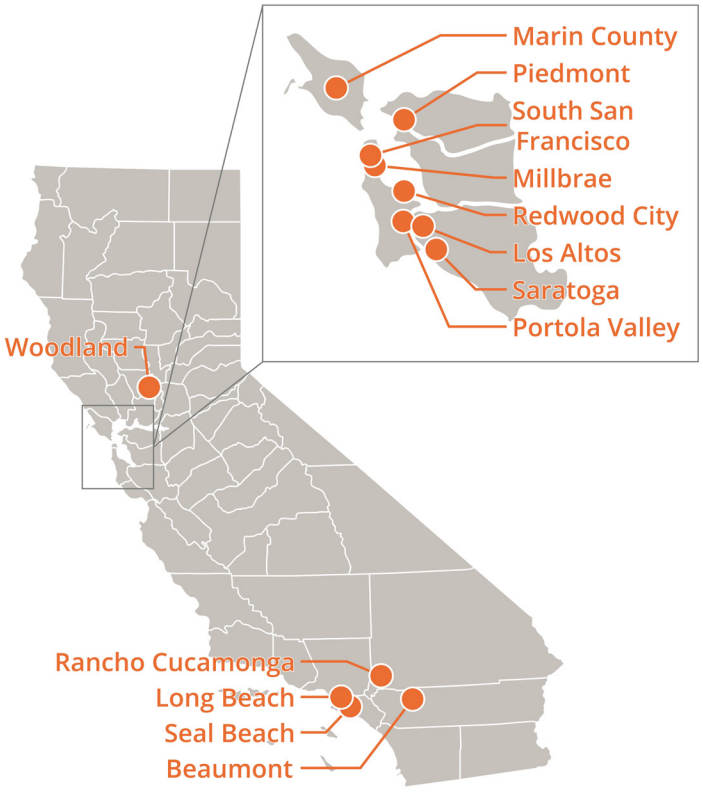
- Zoning Ordinances, Development Codes, Form-Based Codes, and Design Standards and Guidelines
- Long-Range Planning, Specific Plans, TOD Plans, and Corridor Plans
- Housing Elements and Affordable Housing Policy
- Financial Feasibility, Market Analyses, and Revitalization Strategies

Close Communication and Data-Driven Management. Our approach relies on close collaboration with clients through regularly scheduled calls and meetings, regular progress reports, and fast

and thorough turnaround on all document review and communication. Our operations are supported by BigTime, a performance management software LWC employs to track project progress by task and team member in real time. This enables the LWC team to anticipate and adjust for issues before they occur and keep the project on schedule and on budget.

Targeted Experience. LWC has led over 100 zoning code engagements and 15 successful Housing Element Updates in this 6th Cycle. LWC has developed produced Objective Design Standards and prepared related Zoning Amendments for the following jurisdictions:

- City of Beaumont (Riverside County)
- City of Long Beach (Los Angeles County)
- City of Los Altos (Santa Clara County)
- Marin County
- City of Millbrae (San Mateo County)
- City of Piedmont (Alameda County)
- Town of Portola Valley (San Mateo County)
- City of Rancho Cucamonga (San Bernardino County)
- City of Saratoga (Santa Clara County)
- City of Seal Beach (Orange County)
- City of South San Francisco (San Mateo County)
- City of Woodland (Yolo County)



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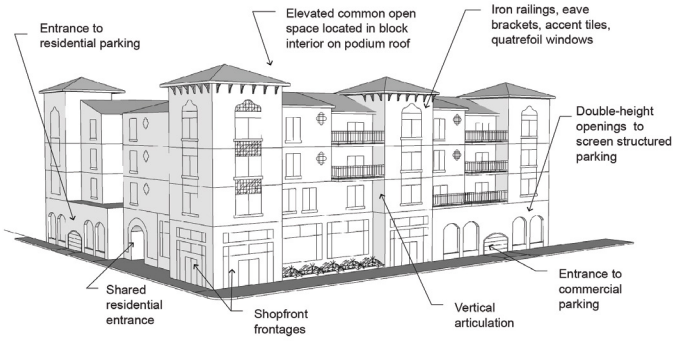
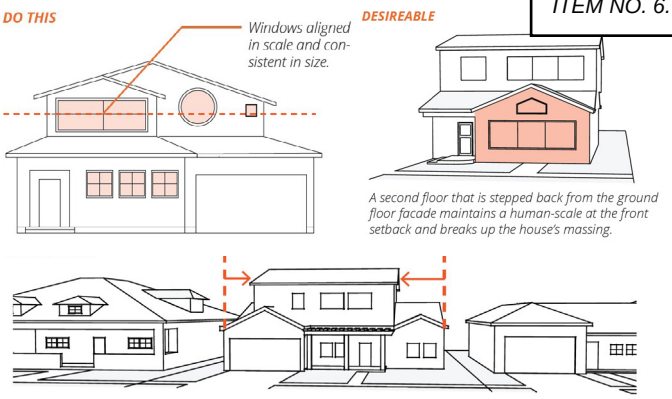
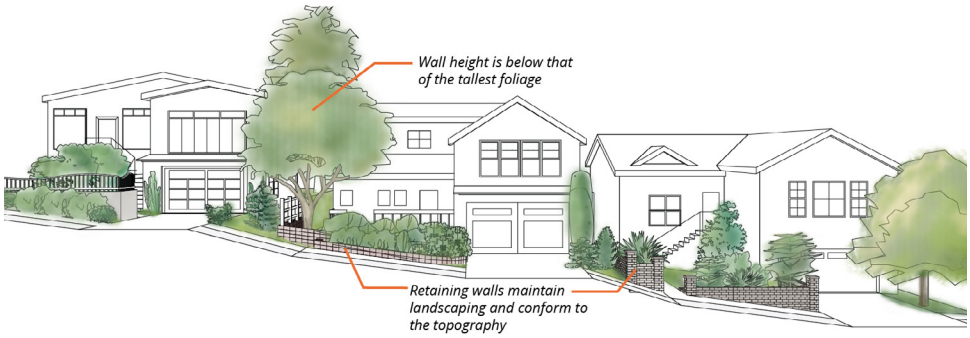


LWC tested out the objective design standards on a key Housing Element opportunity site in Piedmont, CA.



The Redwood City Residential Design Guide provides guidance on a range of architectural elements.



Landscaping is an integral part of the neighborhood streetscape.

As a firm, we are dedicated to the following principles on all of our engagements:

Equity. Ensures that the benefits and burdens of the new code are shared across the community, expand opportunities for affordable housing and affordable commercial space, and support a diversity of businesses.

Viability. Fosters development that supports housing, employment growth, vibrant commercial centers and business districts while considering market forces, economic feasibility and fiscal performance.

Quality. Assures standard of excellence that retains value, is long lasting, and responds to context and character of neighbor-hoods, corridors, and districts.

Context. Responds and enhances to the unique character of neighborhoods, corridors, centers, and districts.

Predictability. Offers a high degree of control and assures alignment with expectations of development outcomes for the City, property owners, businesses, and the development community.

Flexibility. Able to accommodate reasonable adjustments to assure positive outcomes and community compatibility over time.

Clarity. Be easy to understand for community members, developers, and City officials and staff, and enable consistent interpretation at the planning counter.

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CITY OF LOS ALTOS

Objective Design Standards for Multi-family and Residential Mixed Use Development

STATUS:
Adopted September 2021

TIMEFRAME:
May 2020 – September 2021

BUDGET:
$341,750

REFERENCE:
Guido F. Persicone, MUP, AICP
Planning Services Director
City of Los Altos **(Former)**
Community Development Director **(Current)**
City of Marina
211 Hillcrest Ave.
Marina, CA 93933
(831) 884-1281
gpersicone@cityofmarina.org

PARTNERS:
Opticos Design, Inc.
W-Trans

LWC also updated the Los Altos 6th Cycle Housing Element, which was adopted by City Council on January 24, 2023 and certified by the HCD in September 2023.

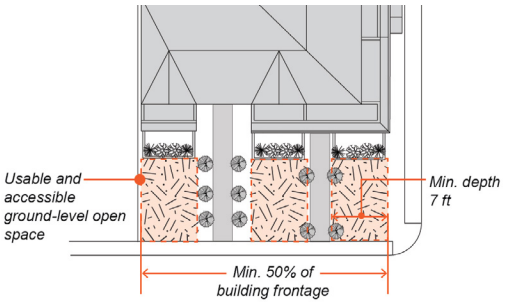
LWC was hired by the City of Los Altos to develop design standards for the City's Zoning Code to be compliant and consistent with State laws SB2, SB35, SB330, and AB1485, and facilitate the production of safe, attractive and diverse housing.

LWC implemented the project with an outreach campaign grounded in interviews with City staff, City Council members, Planning Commissioners, developers, architects, and property and business owners. Outreach also included a series of Joint Planning Commission/City Council Study Sessions.

Armed with feedback from the community, LWC conducted a thorough review and evaluation of existing standards, criteria, and guidelines for multifamily and residential mixed-use development, focusing on existing subjective design standards. LWC also conducted a micro-scale analysis of built form in the key areas as well as lot testing on sample sites.

Based on the findings of the analysis and input from City leadership, LWC drafted and illustrated a set of objective design standards for all 11 zoning districts that support multi-family or residential mixed-use development. The standards ensure that criteria for approval are clear, objective, and lead to predictable high-quality results that reflect the City's unique character.

The City Council adopted the Objective Design Standards in September of 2021.



Micro-scale analysis of a downtown residential district

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CITY OF MILLBRAE

Citywide Objective Design Standards and Zoning Code Amendments

STATUS

Anticipated adoption November 2025

TIMEFRAME

December 2023 – November 2025

BUDGET

$513,202

REFERENCE:

Roscoe Mata
Planning Manager
City of Millbrae
621 Magnolia Avenue
Millbrae, CA 94030
(650) 259-2416
Rmata@ci.millbrae.ca.us

LWC was hired by the City of Millbrae to develop objective residential design standards that ensure consistency and compliance with State laws including SB 330, SB 6, AB 2011, and laws related to Accessory Dwelling Units (ADUs). The project's goals are to establish standards for the design of single-family residential development, duplexes, triplexes, ADUs, multi-family, and mixed-use developments; and to introduce a new residential design review process aimed at facilitating residential permitting.

To ensure the community's voice is evident in the updated Zoning Code, LWC has worked closely with City staff to facilitate study sessions with the City Council, Planning Commission, and Community Enhancement Advisory Committee; a Community Workshop; a Community Open House; an online Community Survey; and social media posts to gather community input on design preferences and priorities. LWC has also designed and hosts a project website (www.millbraeresidentialdesign.org).

Based on a thorough review and analysis of existing residential design, a review of existing policies and standards, and input from the community and decision-making bodies, LWC is drafting design standards that are clear, visually engaging, user-friendly, and will lead to predictable high-quality and context-sensitive design.

Anticipated adoption of the Citywide Objective Design Standards and Zoning Code Amendments is November 2025.

Figure 4-1: Characteristic Design Elements of Millbrae Single-family, Duplex and Triplex Development

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CITY OF PIEDMONT

Multifamily and Mixed Use Objective Design Standards, Proformas, and Prototype Plans and Incentives for Accessory Dwelling Units

STATUS:

Adopted September 2023

TIMEFRAME:

September 2020 – September 2023

BUDGET:

$159,930

REFERENCE:

Kevin Jackson, AICP
Planning & Building Director
City of Piedmont
120 Vista Avenue
Piedmont, CA 9461
(510) 420-3039
kjackson@piedmont.ca.gov

PARTNERS:

Open Scope Studio
Plan to Place

LWC also updated the Piedmont 6th Cycle Housing Element. The Housing Element was adopted by City Council on March 20, 2023 and was certified by the HCD in October 2023.

In 2020, the City of Piedmont hired LWC to create Objective Design Standards for mixed-use and multi-family development, conduct site and feasibility testing, develop strategies to aid the City in affirmatively furthering fair housing consistent with AB 686, and provide incentives for ADUs. The project aimed at accelerating housing production by streamlining the development review process while assuring the community's support for the design, quality, and placement of new units.

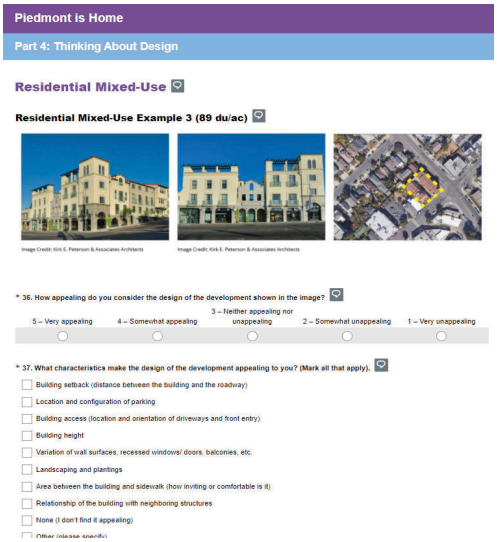
Piedmont values its beautiful neighborhoods, generous park space, and small-town charm. The community is also aware of its unique constraints: almost 70 percent of Piedmont is designated for single-family residential and only 0.3 percent for multi-family residential. Vacant land accounts for less than two percent of the land area.

A critical feature of the project is outreach, education, and community participation. As such, LWC led a robust community engagement effort which featured stakeholder interviews, community workshop, two workshops with the Housing Advisory Committee, and a community-wide Fair Housing Survey that garnered over 800 responses.

LWC worked closely with City staff and the community to assess the City's existing subjective guidelines, analyze housing opportunity sites, test the existing development standards on two development sites, and ensure the community's design preferences are reflected in the new development standards.

LWC also conducted a financial feasibility analysis for the two development sites using 3D models and proforma analysis. LWC assured the ODS would be financially feasible and would lead to outcomes supported by the community.

The standards were adopted by City Council in September 2023.



Building façade > 45 ft

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CITY OF REDWOOD CITY

Citywide Residential Design Guide

STATUS:

Approved July 2021

TIMEFRAME:

June 2019 - July 2021

BUDGET:

$183,580

REFERENCE:

William Chui
Associate Planner
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-5916
wchui@redwoodcity.org

LWC was hired by Redwood City to create the City's first Residential Design Guide. The Citywide Residential Design Guide was initiated in 2019 to address concerns regarding design, massing, scale, and proportions of single-family homes in relation to neighborhood context.

The Guide applies to all residential design in the city with particular emphasis on single-family homes. The Guide also provides criteria for the evaluation of projects that require either staff-level or hearing-level review. These include second-story additions, modifications to a second story, new single-family two-story structures; single-family projects that exceed 3,000 square feet or an FAR of 0.45; and additions to homes on lots with an average slope of 15 percent or more.

LWC worked closely with City staff on an extensive outreach program to determine the community's preferences, priorities, and concerns about single-family residential design. The community outreach process included a project website, FAQ sheet, project postcards, initial information gathering sessions with key stakeholders, a Pinterest page, interactive Walk-shops specific to each Redwood City neighborhood, two online surveys, an Open House, two Community Workshops, and a table at a community Farmers' Market.

In addition to the Design Guides, LWC recommended Zoning Code amendments, including modifications to single-family development standards, Zoning Administrator Permit findings, and procedural changes for project noticing and approval.

The passage of SB330 during the project led the City to approve the Design Guide for a 1-year pilot program, after which time the City would determine how to update them as objective standards.

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CITY OF SARATOGA
Objective Design Standards

STATUS:

Adopted

TIMEFRAME:

September 2022 – October 2023

BUDGET:

$159,511

REFERENCE:

Christopher Riordan
Senior Planner
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
(408) 868-1235
criordan@saratoga.ca.us

The City of Saratoga hired LWC to implement their 6th Cycle Housing Element, develop Objective Design Standards, and achieve the City's goals of compliance with state law while maintaining small-town character and a high quality of life for its residents.

LWC initiated the project with a review of recent development projects, evaluation of context and design characteristics of the proposed housing opportunity areas as well as policy direction from the General Plan, guidance and policy direction from Specific Plans and Design Guidelines.

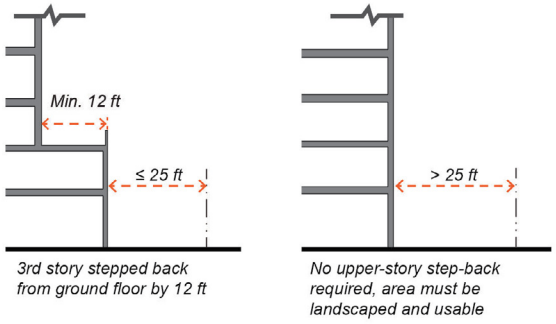
Using 3D modeling software, LWC tested the proposed standards for the new residential mixed-use zones on specific housing opportunity sites to confirm that the standards would be feasible and meet City goals.

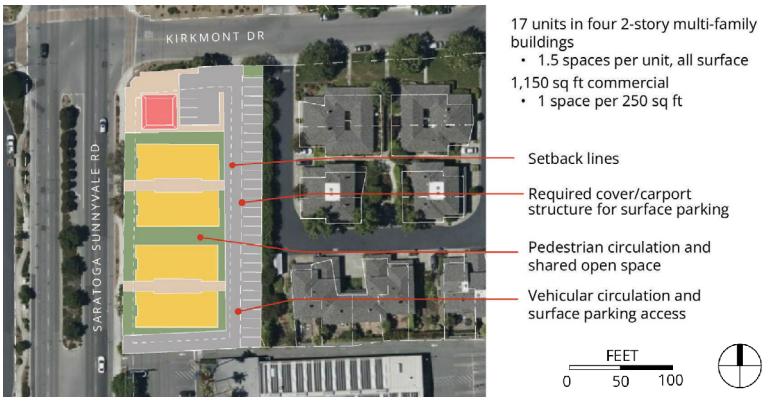
Based on the findings of the analysis and input from meetings with City staff, LWC drafted and illustrated new Objective Design Standards for the opportunity sites to be re-zoned to support multi-family or residential mixed-use development.

The new standards satisfy the State's requirements for Objective Design Standards in accordance with SB330. LWC also provided direction on corresponding updates to the Zoning Code.

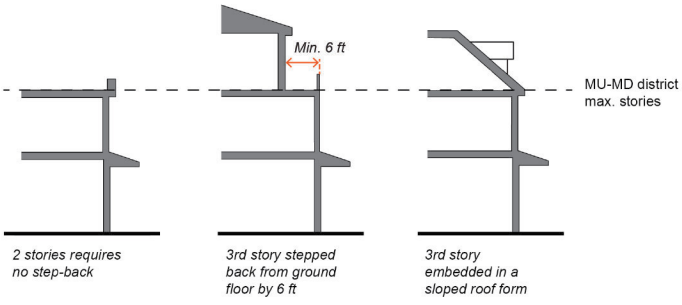
The Objective Design Standards were adopted by the City Council in October 2023.

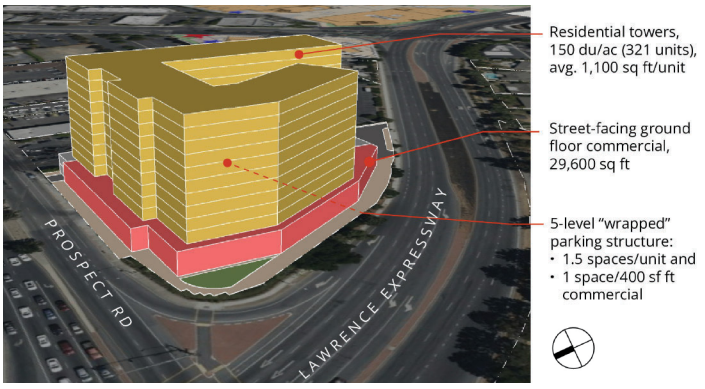
Upper Story Front Step-Back, MU-VHD District:





Upper Story Step-Back, MU-MD District:





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Urban Planning Partners, Inc.

Urban Planning Partners (UPP) is a land use planning firm that was established in 2009. We are a small firm located in Downtown Oakland and 100-percent woman-owned.

The firm is led by Lynette Dias, UPP's Founder and President. Lynette has over 30 years of urban and environmental planning experience. She began her career in the public sector in northern and southern California cities, and later transitioned into consulting, where she spent the majority of her career working for public agencies and private developers throughout California.

Our Mission and Values

Our mission is to help create better places in partnership with our clients and the communities in which we work. Our core values are:

- ***We care.*** We have called the Bay Area home since our founding and love playing a part in shaping some of our favorite places. We take on projects that stir something in us, and it shows.
- ***We collaborate.*** Projects are stronger when the development process is collaborative. Whether it's working with one another, our subconsultants, or our clients, we believe in joining forces.
- ***We reach.*** The potential for what we can do, not relying on what we've always done, is what motivates us. Reaching up and preaching out keeps our work innovative, our team engaged, and our approach inclusive.
- ***We are real.*** We pride ourselves on telling it like it is. Our clients can count on us for honest, practical guidance.

Our key services include planning policy, development services, community engagement, environmental review, contract planning, and grant writing. Trust, objectivity, and insight are the foundations of our work. Our dedication, strong communication skills, and diverse range of experience enable successful partnerships with our clients. We collaborate with our clients and the communities in which we work to achieve approval and implementation of policies and projects that better urban environments.

Community Engagement

At UPP, we believe that objective design standards function best when they are developed in collaboration with community members who know their community best and key stakeholders who have a detailed understanding of the development process.

UPP has lead outreach and engagement efforts related to objective design standards in several communities including Santa Cruz, Foster City, and San Jose. Our experience working on these projects has taught us the importance of getting to know the communities we serve, taking part in active listening, being transparent, and providing ample opportunities for the community to learn about the project and provide input.

In Santa Cruz, the UPP team led a robust outreach campaign to develop standards that represented the community. UPP collected feedback from a diverse group of community members and stakeholders via an online survey, tabling events, community workshops, focus group meetings, and a planning commission study session. UPP used this feedback to draft objective design standards that balance a variety of needs and perspectives. Because the UPP team worked with the community to develop objective design standards, the standards earned broad support and were unanimously adopted by the City Council.

In Foster City, UPP used a different approach to encourage community ownership of objective development standards. Here, UPP designed a "Data Walk" activity that guided community members through the design of ten housing projects in Foster City and asked them to provide feedback on their experience of those projects. UPP worked to identify common themes among the feedback collected, including which features and characteristics were most positively/ negatively perceived. Based on our findings, our team drafted objective design standards that were most likely to be positively perceived while still remaining feasible, satisfying legal requirements, and aligning with housing development targets.

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URBAN PLANNING PARTNERS INC.

RELATED PROJECT EXAMPLES AND REFERENCES

SANTA CRUZ MULTI-FAMILY DEVELOPMENT OBJECTIVE DEVELOPMENT STANDARDS AND COMMUNITY ENGAGEMENT

CITY OF SANTA CRUZ

UPP worked with the City of Santa Cruz to develop objective development standards for multi-family development per State laws SB 35 and the Housing Accountability Act. Given previous misinformation and community resistance to multi-family development, the UPP team (in partnership with InterEthnica) developed and carried out an equity-focused engagement approach to reach communities not typically involved with the planning process including the Latinx community, low- and moderate-income households, and university students. Through targeted engagement and candid discussions with stakeholders, the team facilitated meaningful dialogue that shaped development standards that are economically feasible for developers and representative of community priorities and values.

The team presented the community engagement strategy to the Planning Commission, where they heard unanimous support. In addition to community engagement, the objective standards are informed by robust analysis. UPP led a team of technical subconsultants with economic, transportation, and urban design expertise to ensure the development standards are feasible. UPP, with help from Kristen Hall City Design and Strategic Economics, completed test fits and proforma analyses to identify barriers to development that could be addressed with the objective development standards. The standards were approved by the Santa Cruz City Council on November 15, 2022. Following adoption of the Objective Development Standards, UPP assisted the City in developing an Objective Development Checklist for both applicant and internal use to implement the standards.

Client Contact

Sarah Neuse, Senior Planner – Advanced Planning
City of Santa Cruz
831.420.5092
sneuse@cityofsantacruz.com

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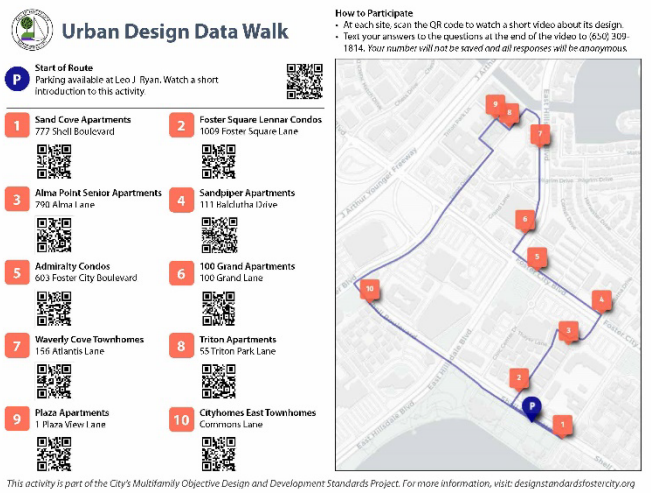
FOSTER CITY OBJECTIVE MULTI-FAMILY AND MIXED-USE DESIGN STANDARDS

CITY OF FOSTER CITY

Objective design standards often require the use of industry best practices and technical terms to translate personal experiences of a place (e.g., "community character") into quantifiable measures. As a result, these standards can be challenging for community members and decisions-makers to envision – or for planning professionals to articulate.



UPP and Van Meter Williams Pollack teamed up to work with Foster City to develop objective design standards for multi-family and mixed-use developments. The standards address site development, buildings, and landscape and Foster City's unique waterfront setting.

To help frame this conversation, UPP designed a "Data Walk" activity that guided community members through the design of ten housing projects in Foster City and asked them to provide feedback on their experience of those projects. Stakeholders could participate physically (by scanning QR codes at each location) or digitally (by interactive map), at their own pace. Each stop included a short video explaining key design features and prompting participants with open-ended questions. Participants could then send texts, take a survey, or fill out a physical handout to respond to the questions. The project included preparing objective design standards in a new chapter of the City's zoning regulations, related zoning regulation amendments in numerous other chapters, checklist for developers, and a users' guide with additional photos and graphics to explain the standards.

Client Contact
Sofia Mangalam, Community Development Director
City of Foster City
650.286.3239
smangalam@fostercity.org

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URBAN PLANNING PARTNERS INC.

IRVINGTON BART STATION SITE PLAN, STATION AREA PLAN, AND ENVIRONMENTAL REVIEW

BART AND THE CITY OF FREMONT

UPP led a team of consultants on the development of a Station Site Plan and Station Area Plan for the new Irvington BART Station. Working with a large team and two different clients on a controversial project required a proactive project management approach and robust community outreach.

Leading the development of the Station Area Plan, UPP worked with Urban Field Studio to guide future development in the area surrounding Irvington Station and stitch the new station into the existing community. We prioritized crafting a Station Area Plan that is useful and easily readable for planners and developers and that includes objective development standards.

The outreach strategy for Irvington BART Project included message development, targeted stakeholder engagement, and public outreach. Targeted stakeholder outreach included focus groups with the Irvington Business Association, Washington Township Historical Society, and property owners and developers with property interests near the station. Involving these groups early in the planning process in a transparent and collaborative manner allowed the project team to gain a diverse group of supportive stakeholders. UPP also organized and led classroom presentations to approximately 150 students at Irvington High School, spoke to over 100 people while tabling at the Irvington Farmer's Market, developed multiple online surveys, and led large community workshops that attracted over 100 participants.

UPP also led the streamlined environmental review process to clear the Irvington Station which consisted of an addendum to the 1991 Warm Springs BART Extension EIR and 2003 Warm Springs Extension Supplemental EIR. Completion of this project has achieved the City of Fremont's longstanding vision of a transit-oriented, active area, strategically integrated with the future Irvington BART Station; consistent with the City's 2011 General Plan and Irvington Community Plan goals.

Client Contact
Kristie Wheeler, Interim Assistant Community Development Director (former Fremont Planning Manager)
City of Dublin
925.833.6610
kristie.wheeler@dublin.ca.gov

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QUALIFICATIONS OF KEY PERSONNEL

Lisa Wise Consulting, Inc.

LWC's approach for the Objective Design Standards Project will rely on our team's expertise in California Housing Law, best practices for Zoning Code audits and updates, and our experience on similar projects. The LWC Team assigned to this Project brings decades of relevant practice and understanding:

Lisa Wise, AICP (Principal) has over 30 years of professional Project Management experience leading housing element updates in the 4th, 5th and 6th cycles as well as zoning code audits and updates throughout California and the U.S. as well as large-scale code engagements in the Middle East.

David Bergman (Director) brings over 25 years of experience in California Housing law and zoning regulation. David was the LWC Project Manager for 6th Cycle Housing Element Updates, Inclusionary Housing Ordinances and Density Bonus programs in Long Beach, Alameda County and Novato and has served as the Director of Planning and Building in the City of South Pasadena.

Monica Szydlik, AICP (Project Manager) brings over 18 years of project management, zoning code and community design experience. Monica holds a Master's degree in architecture and has led objective design standards and design guidelines projects in Piedmont, Los Altos, Woodland, South San Francisco, Saratoga, Portola Valley, Redwood City, and Seal Beach.

Stefano Richichi (Senior Associate) has over nine years of zoning code and community development experience. He supports the LWC team in comprehensive code review, assessment, and strategies to ensure more user-friendly, streamlined, modern development regulations that implement the community's vision.

Caroline Chen (Associate) brings nearly four years of graphics, design and long-range planning experience and will support the team with comprehensive research and developing drafts and editing deliverables.

Urban Planning Partners, Inc.

The UPP team bring extensive expertise in community development, and land use and policy planning. The UPP Team assigned to this Project brings the following qualifications and experience:

Curtis Banks, AICP (Principal-in-Charge) has over 30 years of experience in planning and community development, including affordable housing, building, and code enforcement. Curtis has managed a wide variety of residential and non-residential projects, coordinating all facets of the project from the beginning of the planning and environmental review process through construction. Curtis has spent his entire career working for communities in Santa Clara and San Mateo counties (including as consultant to Los Gatos). Curtis is currently overseeing projects in Saratoga and Newark.

Carla Violet (Project Manager) has over 10 years of experience managing land use and policy planning, environmental review, and community engagement projects customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. She is skilled at effectively evolving community engagement strategies to ensure responsiveness to project issues that arise during the planning process and to ensure an appropriately representative cross-section of the community and/or stakeholders are engaged. Carla serves as the East Bay Community Relationship Manager for the Link 21 Program which aims to expand BART and other rail systems by adding another transbay crossing between Oakland and San Francisco.

Grant Sles (Project Planner) has nearly five years of experience in urban planning and has worked in both the public and private sector. His main areas of expertise are housing policy, community engagement, climate resilience, and environmental justice. He has played a key role in developing general plan elements and specific plans throughout the West Coast and implemented affordable housing programs at the County of Ventura.

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LISA WISE, AICP

President, CEO

As a certified planner and public accountant, Lisa has over 30 years of professional experience in housing policy, land use regulation, real estate finance, and the management of complex projects. Lisa is a part-time lecturer at the California Polytechnic State University in San Luis Obispo focusing on courses in housing and real estate finance.

Lisa has been directly responsible for a breadth of large-scale projects aimed at accelerating housing production and complying with State housing law. These include 35 housing elements in the 4th, 5th, and 6th Cycles as well as Fair Housing Assessments, Inclusionary Housing Ordinances, Objective Design Standards, and Density Bonus Programs. She has also overseen over 23 master and specific plans, 80 zoning coed audits and updates and 35 economic and financial feasibility engagements.

SELECT RELEVANT PROJECT EXPERIENCE:

- Arroyo Grande, CA | Housing Element Update, 4th and 5th Cycle
- Austin, TX I Citywide Code Update
- Atascadero, CA | Affordable Housing Short Sale Policy, Housing Element Implementation and Housing Element 4th and 5th Cycle
- Benicia, CA | Housing Element Update, 4th and 5th Cycle
- Columbus, OH, Code Assessment and Code and Zoning Map Update
- Flagstaff, AZ | Zoning Ordinance Update
- Grover Beach, CA | Zoning Code Update, West Grand Avenue Masterplan, and 4th Cycle Housing Element Update
- Hayward, CA I Downtown Specific Plan and Code Update
- King City, CA | Housing Element, 4th Cycle
- Livermore, CA | Development Code Update and 5th Cycle Housing Element Update
- Long Beach, CAI 6th Cycle Housing Element Update
- Long Beach, CA I SB9 Ordinance and ADU Ordinance
- Loomis, CA | Housing Element Update 3rd, 4th and 5th Cycle
- Malibu, CA | Zoning Code and Local Implementation Plan Update
- Merced, CA | Bellevue Corridor Plan
- Mesa, AZ | Form-Based Code and Regulating Plan
- Petaluma, CA | SMART Rail Station Areas: TOD Master Plan
- Pismo Beach, CA | Housing Element, 4th Cycle
- Richmond, CA | Livable Corridors Plan, South Shore Specific Plan, and 4th and 5th Cycle Housing Element Update, Fair Housing Ordinance Evaluation and Update
- Saratoga, CA I Mixed Use Multifamily Objective Design Standards
- Tehachapi, CA | Housing Element Update 4th and 5th Cycle
- Vallejo, CA | Housing Element Update 5th Cycle
- Woodland, CA, 6th Cycle Housing Element Update
- Woodland, CA I Comprehensive Code Update

PAST WORK EXPERIENCE

California Polytechnic State University
Adjunct Faculty | San Luis Obispo, CA | 2002 - Present

Crawford, Multari & Clark Associates
Professional Consultant | San Luis Obispo, CA
2001 – 2006

Governor's Office of Planning & Research (OPR)
Intern | Sacramento, CA | 1999 – 2000

PricewaterhouseCoopers, LLP
Financial Services Manager | New York, NY
1990 – 1999

EDUCATION

California Polytechnic State University
Master of City & Regional Planning | San Luis Obispo, CA

DePaul University
M.S., Accountancy | Chicago, IL

University of Cincinnati
B.S., Business Administration in Marketing & Finance

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
American Institute of Certified Planners (AICP)

California Planning Foundation
Treasurer, 2019 – Present

Dean's Leadership Council
California Polytechnic State University, College of Architecture & Environmental Design, 2018 – Present

Congress for the New Urbanism (CNU)
Paul Crawford Award for Excellence in Planning, 2017

Form-Based Code Institute (FBCI)
Chair, 2015 – 2018 | Treasurer, 2014 – 2015

Certified Public Accountant, 1991 – 1999

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DAVID BERGMAN

Director

With over 25 years of experience, David has focused on housing regulation, financial feasibility analysis, and urban planning projects, with an emphasis on the formation and implementation of local and regional development strategies. He brings an understanding of California Housing Law earned working directly with California cities and counties on the identification and assessment of financing options for affordable housing, student and workforce housing, and inclusionary housing, and strategies for improved jobs/housing balance and anti-displacement programs.

As the Director of Planning for the City of South Pasadena, he oversaw the successful approval of the City's first density bonus application and adoption of an Accessory Dwelling Unit (ADU) Ordinance that was approved by the California Department of Housing and Community Development (HCD). David successfully led 6th Cycle Housing Element Updates in Long Beach, Novato, and Alameda County among others.

Relevant Project Experience:

- Alameda County, CA | 6th Cycle Housing Element Update
- Artesia, CA | Mixed-Use Overlay Zone Analysis and Recommendations
- Beverly Hills, CA | Economic Sustainability Plan Update
- Citrus Heights, CA | Housing Prototype Testing
- Cypress, CA | Inclusionary Housing Feasibility Study
- Folsom, CA | Financial Feasibility Analysis for Residential and Mixed Use
- Long Beach, CA | 6th Cycle Housing Element Update
- Long Beach, CA | SB9 and ADU Ordinance
- Lompoc, CA | Housing Market Analysis
- Modesto, CA | Financial Feasibility Analysis for Residential and Mixed Use
- Novato, CA | 6th Cycle Housing Element Update, Rezoning Program, and Inclusionary Housing Ordinance
- Portola Valley, CA | Conceptual Site Plans, Zoning Code Amendments, and Objective Design Standards
- Rancho Cucamonga, CA | Economic Development Strategic Plan
- San Diego, CA | Barrio Logan Affordable Housing Strategy
- San Fernando, CA | Workforce Housing Analysis
- San Gabriel, CA | Inclusionary Housing Ordinance
- Santa Maria, CA | 6th Cycle Housing Element Update and Market Analysis
- Santa Rosa, CA | Jobs Housing Balance Study
- Seal Beach, CA | 6th Cycle Housing Element Update
- St. Helena, CA | Inclusionary Housing Ordinance
- Sun Cal, Anaheim, CA | Inclusionary Housing Strategy, Palatium Triangle
- Tehachapi, CA | 6th Cycle Housing Element Update
- Woodland, CA | Financial Feasibility Analysis for Residential and Mixed Use

PAST WORK EXPERIENCE

Metropolitan Research and Economics
Principal, Director, and Owner | Santa Monica, CA
2009 - 2020

City of South Pasadena, CA
Director, Planning and Building
2018 - 2019

City of Santa Cruz, CA
Manager of Special Projects, Economic Development
2014 - 2017

Economics Research Associates
Principal | Los Angeles, CA
1996 - 2009

EDUCATION

University of California
M. of Planning Geography | Los Angeles, CA

University of Wisconsin
B.A., Geography and Classical History | Madison, WI

ACADEMIC EXPERIENCE

University of Southern California
School of Architecture
2016 – 2019

Southern California Institute of Architecture
2001 – 2016

University of Michigan
School of Architecture
2009 – 2010

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MONICA SZYDLIK, AICP

Senior Associate

Monica brings over 18 years' experience in planning and urban design to LWC. She has focused her career on leading specific plans, transit-oriented development plans, streetscape design, design guidelines, form-based development regulations, and zoning code updates. Her skills include managing multi-disciplinary teams, meticulous attention to detail, deep understanding of land use regulations, facilitating community outreach, and delivering projects on time and within budget. Monica is an expert in integrating 3-D modeling, diagramming, and photo simulations for more attractive, publishing-quality reports and presentations. Monica brings a comprehensive approach that combines technical urban planning knowledge, an emphasis on architecture and design, and a focus on feasibility of implementation.

Monica holds a Master of Architecture from the University of Michigan and a Bachelor of Arts in History from the University of California, Berkeley.

Relevant Project Experience:

- Avondale, AZ | Avondale City Center Specific Area Plan
- Belmont, CA | Belmont Village Specific Plan
- Burbank, CA | Single-Family Neighborhood Compatibility and Design
- Honolulu, HI | Downtown and Kalihi Neighborhood TOD Plans
- Livermore, CA | Isabel Neighborhood Plan and EIR
- Long Beach, CA | ADU and SB 9 Local Ordinances
- Los Altos, CA | Objective Design Standards
- Piedmont, CA | Mixed-Use and Multi-Family Objective Design Standards, Prototype Plans and Incentives for Accessory Dwelling Units
- Portola Valley, CA | Conceptual Site Plans, Zoning Code Amendments, and Objective Design Standards
- Rancho Cucamonga, CA | Form-Based Code
- Redwood City, CA | Hillside Regulations
- Redwood City, CA | Citywide Single-Family Residential Design Guidelines
- Saratoga, CA | Objective Design Standards
- San Bruno, CA | Bayhill Specific Plan
- San Diego, CA | Mission Valley Community Plan - Urban Design
- San Jose, CA | Santana Row/Valley Fair and Winchester Boulevard Urban Village Master Plans
- San Pablo, CA | San Pablo Avenue Specific Plan
- Santa Cruz County, CA | Accessory Dwelling Unit Guidebooks
- Seal Beach, CA | Housing Element Implementation, Objective Design Standards
- South Lake Tahoe | CA, Tahoe Valley Development and Design Standards
- South San Francisco, CA | El Camino Real/Chestnut Avenue Area Plan
- South San Francisco, CA | Zoning Code Update & Form-Based Code
- Woodland, CA | Comprehensive Zoning Code Update

PAST WORK EXPERIENCE

Dyett & Bhatia Urban and Regional Planners
Senior Associate | Oakland, CA
2006 – 2018

Kirk Miller Affiliates
Architectural Designer | San Francisco, CA
2005 – 2006

EDUCATION

University of Michigan, Ann Arbor
Master of Architecture

University of California, Berkeley
B.A. History

CERTIFICATIONS, MEMBERSHIPS, AND AWARDS

American Institute of Certified Planners (AICP)
2017 – Present

American Planning Association

- California Chapter Award of Excellence, 2018, Belmont Village Specific Plan
- Hawaii Chapter Honor Award for Urban Design, 2016, Downtown and Kalihi Neighborhood TOD Plans
- California Northern Section Award of Honor for Neighborhood Planning, 2012, El Camino Real/ Chestnut Avenue Area Plan
- Arizona Chapter Award, Master Plan Category, 2009, Avondale City Center Specific Area Plan

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STEFANO RICHICHI

Senior Associate

Stefano has eight years of experience focused on housing regulation and programs for establishing objective design standards, density bonus programs, inclusionary housing ordinances, and ADU ordinances. He has a practiced understanding of California housing regulation and effective strategies for legal compliance while honoring a community's vision for preserving the character of established neighborhoods and enabling attractive, affordable housing choices. Stefano supports the team in conducting site inventories and rezone candidate sites analysis, legal consistency review, workshop facilitation, and project management support.

Stefano's increasing responsibilities include serving as Deputy Project Manager for 6th Cycle Housing Element Updates in Alameda County, CA and Richmond CA, where he developed housing sites inventories, assessed existing housing policies and programs, and prepared and implemented community outreach aimed at historically disadvantaged and marginalized communities. He also created detailed demographic profiles and analyses of governmental and non-governmental constraints to housing, and works closely with City staff and the California Department of Housing and Community Development (HCD) in the Housing Element Update review, approval, and certification processes.

Stefano has a Bachelor of Arts in Economics and Philosophy from Azusa Pacific University in Azusa, California.

Relevant Project Experience:

- Alameda County, CA, 6th Cycle Housing Element Update
- Beaumont, CA, 6th Cycle Housing Element Update, Objective Design Standards and ADU Ordinance
- Coachella, CA, 6th Cycle Housing Element Update
- Costa Mesa, CA, Short-Term Rental Analysis
- Kingdom of Saudi Arabia, Development Authority Saudi Commission, Comprehensive Zoning Code
- Las Vegas, NV, Downtown Form-Based Code
- Lassen County, CA, 6th Cycle Housing Element Update and ADU Ordinance
- Lassen County, CA, Comprehensive Economic Development Strategy
- Lassen County, CA, Noise Element Update and Ordinance
- Los Altos, CA, 6th Cycle Housing Element Update
- Milpitas, CA, Comprehensive Zoning Code Update
- Novato, CA 6th Cycle Housing Element Update
- Palmdale, CA, Zoning Code Update
- Piedmont, CA, 6th Cycle Housing Element Update
- Pleasanton, CA, 6th Cycle Housing Element Update
- Richmond, CA, 6th Cycle Housing Element Update
- Riyadh, Kingdom of Saudi Arabia, Riyadh Urban Code
- San Gabriel, CA, 6th Cycle Housing Element Update
- Santa Maria, CA, 6th Cycle Housing Element Update
- Temple City, CA, 6th Cycle Housing Element Update

PAST WORK EXPERIENCE

County of Lassen, CA
- Senior Planner
- January 2020-August 2021
- Associate Planner
- April 2017-January 2020
- Assistant Planner
- May 2015-April 2017

City of Monterey Park, CA
- Economic Development Intern
- November 2014-April 2015

EDUCATION

Azusa Pacific University
- Azusa, CA
- Bachelor of Arts, Economics
- Concentration: Business
- Bachelor of Arts, Philosophy

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
- 2021 - Present

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CAROLINE CHEN

Associate

Caroline brings four years of expertise in communicating how two-dimensional regulations influence the three-dimensional environment of residential neighborhoods, commercial corridors, and mixed-use zones. She is an expert in using the Adobe Creative Suite, SketchUp, AutoCAD, and other design programs to produce infographics, maps, and 3D models that enhance LWC's Housing Element updates, housing implementation programs, development codes, and long-range plans. Caroline has taken on increasing responsibility, supporting the LWC Team on housing-related engagements in Beaumont, Alameda County, Novato, Piedmont, Saratoga, and Seal Beach.

Caroline's professional background includes knowledge of the permit application and approval process through her work with San Francisco-based Geddes Ulinskas Architects. She holds a Bachelor of Science in City & Regional Planning and a minor in Landscape Architecture from California Polytechnic University, San Luis Obispo.

Relevant Project Experience:

- Alameda County, CA | Implementation of the Castro Valley General Plan, 6th Cycle Housing Element Update
- Beaumont, CA | 6th Cycle Housing Element Update, Objective Design Standards, and ADU Ordinance
- Columbus, OH | Zoning Code Update
- La Quinta, CA | Highway 111 Form-Based Code
- Las Vegas, NV | Downtown Form-Based Code
- Millbrae, CA | Citywide Objective Design Standards and Implementation of Related Zoning Code Amendments for Residential Developments
- Milpitas, CA | Zoning Code Update
- Norco, CA | Industrial Standards Update
- Novato, CA | 6th Cycle Housing Element Update
- Piedmont, CA | 6th Cycle Housing Element Update
- Portola Valley, CA | Conceptual Site Plans
- Portola Valley, CA | Zoning Code Amendments
- Rancho Cucamonga, CA | Form-Based Code Revisions
- Riyadh, Saudi Arabia | Riyadh Urban Code
- Saratoga, CA | Objective Design Standards
- Seal Beach, CA | Zoning Code Update
- South San Francisco, CA | Zoning Code Update
- St. Helena, CA | Zoning Code Update
- Vacaville, CA | Development Code Update
- Woodland, CA | Comprehensive Zoning Code Update

PAST WORK EXPERIENCE

Geddes Ulinskas Architects
Project Designer | San Francisco, CA
September 2019 – January 2021

Urban Planning Concepts
Planning Intern | Santa Maria, CA
June 2018 – August 2018

EDUCATION

California Polytechnic State University
B.S., City & Regional Planning | San Luis Obispo, CA
Minor in Landscape Architecture

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

URBAN PLANNING PARTNERS INC.

CARLA VIOLET

ASSOCIATE PRINCIPAL AND PLANNING MANAGER

EXPERIENCE

Carla has ten years of experience in land use planning and environmental review services. She has managed several large projects with community outreach and engagement efforts customized to address specific project objectives, anticipated challenges and opportunities, and community concerns. She is skilled at effectively evolving community engagement strategies, as needed, to ensure responsiveness to project issues that arise during the planning process and to ensure an appropriately representative cross-section of the community and/or stakeholders are engaged. Carla has been a key player in Urban Planning Partners' success in gaining an informed and more aligned citizenry that supports change once the change is better understood.

Carla previously managed the entitlements assistance and community engagement process for the El Cerrito Plaza TOD project. This includes strategizing with the developer team, the City of El Cerrito, and BART on an entitlements process for securing project entitlements under Assembly Bill 2923 and the San Pablo Avenue Specific Plan as well as facilitating focused stakeholder meetings and both virtual and pop-up community meetings. She co-led the community engagement efforts for the Irvington BART Station Site Plan and Area Plan, collaborating closely with the City of Fremont and BART, ultimately evolving significant community opposition to valuable input and support. She also played a key part in supporting Urban Planning Partners role in leading all the City of Richmond's community outreach and engagement efforts related to its review and ultimate approval of the Chevron Refinery Modernization project, which involved a series of educational sessions and many stakeholder and community workshops, including a final series related to prioritizing community benefits.

PROJECT EXPERIENCE HIGHLIGHTS

- Link21 BART East Bay Relationship Manager
- Portola Valley Housing and Safety Elements Update and Community Engagement
- MTC/ABAG, Alameda County Housing Collaborative Technical Assistance, CA – Project Manager
- El Cerrito Plaza BART TOD Entitlements and Community Engagement, El Cerrito and BART
- Downtown and Brentwood Boulevard Specific Plan Updates
- Irvington BART Station Site Plan and Area Plan Community Engagement, City of Fremont and BART
- Chevron Refinery Modernization Project Outreach, Richmond, CA
- Eastline Project at 2100 Telegraph Avenue Entitlements and EIR, Oakland, CA
- Alameda Point Main Street Neighborhood Specific Plan

CAREER

Houseal Lavigne Associates	Associate Intern
Texas Low Income Housing Information Services	Policy Analyst Intern
Energy Solutions	Contracts Manager

CERTIFICATION

IAP2 Foundations in Public Participation

EDUCATION

Master of Science, Community and Regional Planning, University of Texas at Austin
Bachelor of Arts, Sociology, University of California, Davis

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URBAN PLANNING PARTNERS INC.

CURTIS BANKS, AICP

ASSOCIATE PRINCIPAL

EXPERIENCE

Curtis has over 30 years of experience with expertise in planning and community development, including planning, building, affordable housing, and code enforcement. He has served as a Community Development Director and has worked in a variety of capacities. Curtis has experience interacting closely with elected officials, senior management, commissioners, city departments, state and local agencies, and members of the public. He is skilled at leading staff, preparing budgets, and managing complex planning projects. He has managed comprehensive General Plan updates, Downtown Development Plan updates, Neighborhood Plans, and the preparation of ordinances. Curtis has worked on a wide variety of residential and nonresidential projects, included mixed-use projects, and has overseen the management of affordable housing programs. Curtis was the project manager for the redevelopment of a 20-acre industrial site for the City of Redwood City. Curtis was also the Project Director for the Saratoga Housing Element Update and EIR, the Portola Valley Housing and Safety Element Updates IS/MND, and the Antioch Housing and Safety Element Updates and EIR.

PROJECT EXPERIENCE HIGHLIGHTS

- Harbor View Redevelopment Project, Contract Planning, Redwood City, CA
- 505 East Bayshore Townhouse Project, Contract Planning Redwood City, CA
- Roselli Park Expansion IS/MND, Contract Planning, Redwood City, CA
- 6781 Thorton Avenue Mixed Use Project, Contract Planning, Newark, CA
- Affordable Housing Program Management, Foster City, CA
- Land Use/Circulation, Housing, and Recreation Elements of the General Plan, Foster City, CA
- Foster Square Mixed Use Senior Development, Foster City, CA
- Pilgrim Triton Master Plan, Foster City, CA
- Levee Protection Planning and Improvements Project, Foster City, CA
- Gilead Sciences Master Plan, Foster City, CA
- Lincoln Centre Life Sciences Research Campus Project, Foster City, CA

CAREER

City of Foster City	Community Development Director/Planning Manager/Senior Planner
City of Los Gatos	Planning Consultant
City of Los Altos	Senior Planner
City of Mountain View	Senior Planner
City of Morgan Hill	Senior Planner
City of Menlo Park	Associate Planner
City of Campbell	Planner II/I/Intern

EDUCATION

Master of Urban & Regional Planning, San Jose State University
Bachelor of Arts, Public Administration/Political Science, Hayward State University

Docusign Envelope ID: DCBAF5EA-5651-4430-AF6A-57E5AEA67357

URBAN PLANNING PARTNERS INC.

GRANT SLES
Associate Planner

EXPERIENCE

Grant's background in long-range planning, policy development, and program implementation allows him to support Urban Planning Partners with long-range planning efforts, entitlements assistance, and development application review. In his previous work with Dudek, Grant provided support with existing conditions analyses, public workshops and outreach events, and policy writing. He has experience working in a variety of communities on issues related to land use, transportation, climate resilience, and environmental justice. Moreover, he has helped manage both large and small long-range planning projects.

Drawing upon his strong technical experience, Grant effectively analyzes data and create maps and graphics to convey research findings, design and facilitate community outreach activities, and develop actionable policies to address issues and achieve project goals. He is currently assisting to develop tools to advance affordable housing development in jurisdictions throughout Alameda County via the Alameda County Housing Collaborative.

PROJECT EXPERIENCE HIGHLIGHTS

- MTC/ABAG, Alameda County Housing Collaborative Technical Assistance, CA
- Newport Beach Comprehensive General Plan Update, Newport Beach, CA*
- Fresno Climate Adaptation Plan and Environmental Justice Element, Fresno, CA*
- Concord Housing Element Update, Concord, CA*
- Rialto General Plan Update, Rialto, CA*
- Eureka Waterfront Specific Plan, Eureka, CA*
- Clark County Aging Readiness Plan, Clark County, WA*
- Ventura County ADU Ordinance Update, Ventura County, CA*

CAREER

Dudek	Planner II
County of Ventura	CivicSpark Fellow
Institute of Transportation Studies	Advanced Research Aid

EDUCATION

Bachelor of Science, Environmental Policy Analysis and Planning, University of California, Davis

** Work with previous employer*

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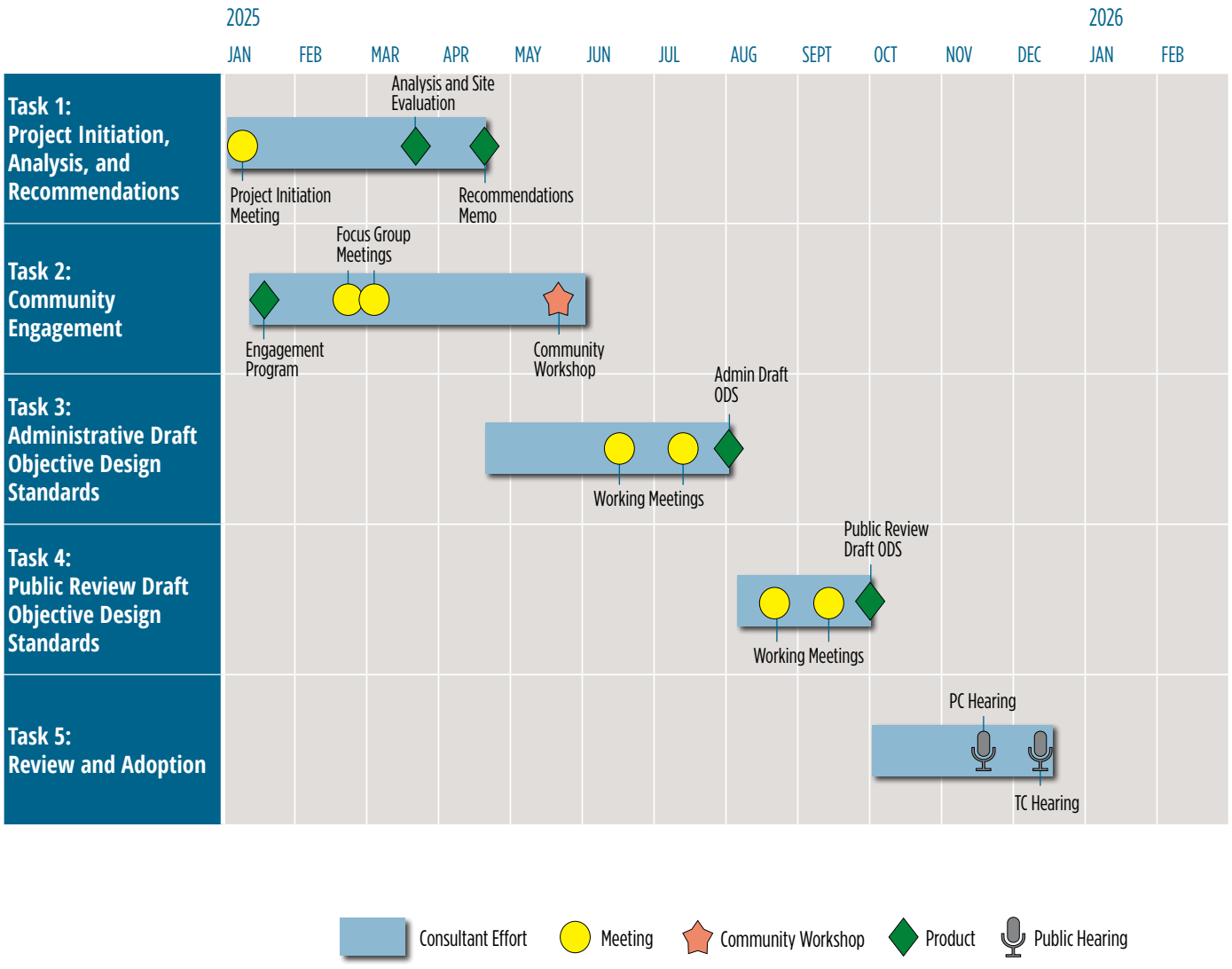
Town of Los Gatos

Updated/Additional Objective Design Standards
Project Schedule | October 26, 2024



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SAMPLES

City Name	Project (Link to)
City of Piedmont	Multi-Family and Mixed-Use Design Standards
City of Saratoga	Article 15-58 - Mixed-Use and Multi-Family Design and Development Standards
City of Redwood City	Residential Design Guide

DISCLOSURE OF LITIGATION/DISCIPLINE

As the President and CEO of Lisa Wise Consulting, Inc., I attest that the firm has not been disciplined or censured by a regulatory body within the last 5 years nor has the firm been involved in litigation or other legal proceedings relating to the provision of services.

Lisa Wise, AICP
President, CEO
lisa@lisawiseconsulting.com
(805) 595-1345

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ATTACHMENT 2 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

OBJECTIVE DESIGN STANDARDS CONSULTANT SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1.

City of Los Altos (former), City of Marina (current)	211 Hillcrest Ave, Marina, CA 93933 (current)
Name of Agency	Agency Address
Guido F. Persicone, MUP, AICP	Community Development Director (current)
Contact Name	Contact Title
(831) 884-1281	gpersicone@cityofmarina.org
Contact Telephone	Contact Email Address
May 2020 – September 2021	$341,750
Contract Period	Contract Amount

Objective design standards for zoning districts supporting multi-family and mixed-use development, including review of existing standards, stakeholder interviews and study sessions, and micro-scale analysis of built form in key areas.

Description of services performed including costs.

2.

City of Piedmont	120 Vista Ave, Piedmont, CA 94611
Name of Agency	Agency Address
Kevin Jackson, AICP	Planning & Building Director
Contact Name	Contact Title
(510) 420-3039	kjackson@piedmont.ca.gov
Contact Telephone	Contact Email Address
September 2020 – September 2023	$159,930
Contract Period	Contract Amount

Objective design standards for mixed-use and multi-family development, including assessment of existing guidelines; stakeholder interviews, workshops, and survey; and financial feasibility analysis of development sites.

Description of services performed including costs.

3.

City of Saratoga	13777 Fruitvale Ave, Saratoga, CA 95070
Name of Agency	Agency Address
Christopher Riordan	Senior Planner
Contact Name	Contact Title
(408) 868-1235	criordan@saratoga.ca.us
Contact Telephone	Contact Email Address
September 2022 – October 2023	$159,511
Contract Period	Contract Amount

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Objective design standards for multi-family and residential mixed-use opportunity sites, including evaluation of proposed housing opportunity areas, review of recent projects, and site testing for opportunity sites with proposed standards.

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer	Henry Pontarelli Name	October 18, 2024 Date

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ITEM NO. 6.

INSURANCE COVERAGE

LISAWIS-01 BOTCERTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0305584 Morris & Garritano Insurance Agency, Inc. PO Drawer 1189 San Luis Obispo, CA 93406	CONTACT NAME: Megan Chew PHONE (A/C, No, Ext): (805) 543-6887 341 FAX (A/C, No): (805) 543-3064 E-MAIL ADDRESS: mchew@morrisgarritano.com
INSURED Lisa Wise Consulting, Inc. 983 Osos Street San Luis Obispo, CA 93401	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Sentinel Insurance Company 11000 INSURER B : Ohio Security Insurance Company 24082 INSURER C : Oak River Insurance Company 34630 INSURER D : Twin City Fire Insurance Company 29459 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			51SBABA5314	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAS56524792	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LIWC524575	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			51PG028245723	4/1/2024	4/1/2025	Per Claim & Agg.	2,000,000
D	Professional Liab.			51PG028245723	4/1/2024	4/1/2025	Deductible	5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proof of Insurance.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(2016/03)

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PRELIMINARY FEE SCHEDULE

Town of Los Gatos

Updated/Additional Objective Design Standards
Budget Worksheet | October 26, 2024

		LWC										UPP								TOTAL	
		Principal $297		Director $250		Senior $195		Associate $160		LWC Total		Principal $250		Project Manager $230		Project Planner $155		UPP Total			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
TASK 1 PROJECT INITIATION AND ANALYSIS																					
1A	Project Initiation Meeting and Site Tour	2	$ 594	4	$ 1,000	8	$ 1,560	8	$ 1,280	22	4,434	6	$ 1,500	6	$ 1,380	6	$ 930	18	$ 3,810	40	$ 8,244
1B	Analyses and Evaluation	-	$ -	4	$ 1,000	20	$ 3,900	20	$ 3,200	44	8,100	2	$ 500	4	$ 920	6	$ 930	12	$ 2,350	56	$ 10,450
1C	Recommendations Memo	2	$ 594	4	$ 1,000	20	$ 3,900	20	$ 3,200	46	8,694	-	$ -	-	$ -	-	$ -	-	$ -	46	$ 8,694
Task 1 Subtotal		4	$ 1,188	12	$ 3,000	48	$ 9,360	48	$ 7,680	112	$ 21,228	8	$ 2,000	10	$ 2,300	12	$ 1,860	30	$ 6,160	142	$ 27,388
TASK 2 COMMUNITY ENGAGEMENT																					
2A	Community Engagement Program		$ -	2	$ 500	6	$ 1,170	6	$ 960	14	2,630	-	$ -	-	$ -	-	$ -	-	$ -	14	$ 2,630
2B	Focus Group Meetings (2)	-	$ -	4	$ 1,000	12	$ 2,340	12	$ 1,920	28	5,260	8	$ 2,000	12	$ 2,760	16	$ 2,480	36	$ 7,240	64	$ 12,500
2C	Community Workshop	-	$ -	8	$ 2,000	32	$ 6,240	32	$ 5,120	72	13,360	8	$ 2,000	24	$ 5,520	40	$ 6,200	72	$ 13,720	144	$ 27,080
Task 2 Subtotal		-	$ -	14	$ 3,500	50	$ 9,750	50	$ 8,000	114	$ 21,250	16	$ 4,000	36	$ 8,280	56	$ 8,680	108	$ 20,960	222	$ 42,210
TASK 3 ADMINISTRATIVE DRAFT																					
3A	Working Meetings with Town Staff (2)	-	$ -	2	$ 500	8	$ 1,560	8	$ 1,280	18	3,340	6	$ 1,500	8	$ 1,840	8	$ 1,240	22	$ 4,580	40	$ 7,920
3B	Administrative Draft ODS	-	$ -	4	$ 1,000	36	$ 7,020	36	$ 5,760	76	13,780	2	$ 500	6	$ 1,380	8	$ 1,240	16	$ 3,120	92	$ 16,900
Task 3 Subtotal		-	$ -	6	$ 1,500	44	$ 8,580	44	$ 7,040	94	$ 17,120	8	$ 2,000	14	$ 3,220	16	$ 2,480	38	$ 7,700	132	$ 24,820
TASK 4 PUBLIC REVIEW DRAFT																					
4A	Working Meetings with Town Staff (2)	-	$ -	2	$ 500	6	$ 1,170	6	$ 960	14	2,630	6	$ 1,500	8	$ 1,840	8	$ 1,240	22	$ 4,580	36	$ 7,210
4B	Public Review Draft ODS	2	$ 594	4	$ 1,000	16	$ 3,120	16	$ 2,560	38	7,274	2	$ 500	6	$ 1,380	8	$ 1,240	16	$ 3,120	54	$ 10,394
Task 4 Subtotal		2	$ 594	6	$ 1,500	22	$ 4,290	22	$ 3,520	52	$ 9,904	8	$ 2,000	14	$ 3,220	16	$ 2,480	38	$ 7,700	90	$ 17,604
TASK 5 REVIEW AND ADOPTION																					
5A	Planning Commission Hearing (1)		$ -	4	$ 1,000	12	$ 2,340	12	$ 1,920	28	5,260	-	$ -	-	$ -	-	$ -	-	$ -	28	$ 5,260
5B	Town Council Hearing (1)	-	$ -	4	$ 1,000	10	$ 1,950	10	$ 1,600	24	4,550	-	$ -	-	$ -	-	$ -	-	$ -	24	$ 4,550
Task 5 Subtotal		-	$ -	8	$ 2,000	22	$ 4,290	22	$ 3,520	52	$ 9,810	-	$ -	-	$ -	-	$ -	-	$ -	52	$ 9,810
Direct Costs (Not to Exceed)											1,500		$ -		$ -		$ -		$ 1,500	-	$ 3,000
Project Total		6	$ 1,782	46	$ 11,500	186	$ 36,270	186	$ 29,760	424	$ 80,812	40	$ 10,000	74	$ 17,020	100	$ 15,500	214	$ 44,020	638	$ 124,832
OPTIONAL TASKS																					
6A	Additional Focus Groups (per meeting)	-	$ -	4	$ 1,000	8	$ 1,560	8	$ 1,280	20	3,840	4	$ 1,000	6	$ 1,380	8	$ 1,240	18	$ 3,620	38	$ 7,460
6B	Educational Story Map and Survey	-	$ -	-	$ -	-	$ -	-	$ -	-	-	6	$ 1,500	8	$ 1,840	24	$ 3,720	38	$ 7,060	38	$ 7,060
6C	Test Site Feasibility Analysis/Proforma	8	$ 2,376	24	$ 6,000	24	$ 4,680	16	$ 2,560	72	15,616	-	$ -	-	$ -	-	$ -	-	$ -	72	$ 15,616
6D	Community Open House on PRD	-	$ -	8	$ 2,000	24	$ 4,680	24	$ 3,840	56	10,520	8	$ 2,000	24	$ 5,520	24	$ 3,720	56	$ 11,240	112	$ 21,760
6E	PC/TC Study Session (per meeting)	2	$ 594	6	$ 1,500	16	$ 3,120	16	$ 2,560	40	7,774	-	$ -	-	$ -	-	$ -	-	$ -	40	$ 7,774
6F	PC/TC Hearing (per hearing)	2	$ 594	4	$ 1,000	10	$ 1,950	10	$ 1,600	26	5,144	-	$ -	-	$ -	-	$ -	-	$ -	26	$ 5,144

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SAN LUIS OBISPO

SAN FRANCISCO

LOS ANGELES

LWC

LISAWISECONSULTING.COM | 805-595-1345

AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this ____ day of December 2025, and amends that certain Agreement for Consultant Services dated February 26, 2025, made by and between the Town of Los Gatos ("Town") and Lisa Wise Consulting, Inc. ("Consultant"), identified as a C Corporation and whose address is 870 Market Street, Suite 977, San Francisco, CA 94102.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services on February 26, 2025 ("Agreement").

B. Town desires to amend the Agreement to revise the scope of services without increasing the compensation of the Agreement.

II. AMENDMENT

1. Task 6 - Optional Tasks in the "Scope of Services" attached to the original Agreement is amended as follows and the remainder of the tasks remain unchanged:

    a. Task 6A - Increase the total number of Task 6A Additional Focus Group Meetings to six. This is an increase by five meetings, from one additional focus group meeting to six additional focus group meetings.

    b. Delete Task 6B – Educational Story Map/Survey.

    c. Delete Task 6C – Test Site Feasibility Analysis/Proforma.

    d. Delete Task 6D – Open House on the Public Review Draft.

    e. Add Contingency. The unallocated funds remaining from the four changes above are put in a new Contingency line.

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

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

Town of Los Gatos by:

_____

Chris Constantin, Town Manager

Lisa Wise Consulting, Inc. by:

_____

Lisa Wise, AICP, President, CEO Lisa Wise Consulting, Inc.

Recommended by:

_____

Joel Paulson, Community Development Director

Approved as to Form:

_____

Gabrielle Whelan, Town Attorney

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 7

DATE: November 26, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt an Ordinance of the Town Council of the Town of Los Gatos Repealing Chapter 6, "Building Regulations," and Chapter 9, "Fire Prevention and Protection," of the Town of Los Gatos Municipal Code, and Replacing Them with a New Chapter 6, "Building Codes and Regulations," that Includes the New 2025 California Building, Fire, and Reach Codes as Amended. Amendments Include Updated Fire Safety Requirements in Wildland Urban Interface Areas for New, Renovated, or Repaired Structures, as well as Reach Codes Affecting Air Conditioning Replacement and Electrical Readiness in Renovations/Alterations. Town Code Amendment Application A25-005. Project Locations: Town Wide. Applicant: Town of Los Gatos.**
Ordinance Title: An ordinance of the Town Council of the Town of Los Gatos Repealing Chapter 6, "Building Regulations," and Chapter 9, "Fire Prevention and Protection," and Replacing Them with a New Chapter 6, "Building Codes and Regulations," that Includes the New 2025 California Building, Fire, and Reach Codes, as Amended. Amendments Include Updated Fire Safety Requirements in Wildland Urban Interface Areas for New, Renovated, or Repaired Structures.

RECOMMENDATION: Adopt an Ordinance, repealing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town Code, and replacing them with a new Chapter 6, Building Codes and Regulations, that includes the new 2025 California Building, Fire, and Reach Codes as amended. Amendments include updated fire safety requirements in Wildland Urban Interface (WUI) areas for new, renovated, or repaired structures, as well as Reach Codes addressing Air Conditioning replacement (AC to Heat Pump) and Electrical Readiness.

PREPARED BY: Robert Gray
Chief Building Official

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

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of this ordinance. Any minor implementation costs can be accommodated within existing Building Division resources and permit fee structures.

STRATEGIC PRIORITY:

This project supports the Town's Core Goal of Public Safety and the Strategic Priority to enhance emergency preparedness, resiliency, and response capabilities, particularly with respect to wildfire risk and climate adaptation.

BACKGROUND:

On November 4, 2025, the Town Council considered and voted unanimously to introduce an Ordinance repealing Chapter 6, Building Regulations, and Chapter 9, Fire Prevention and Protection, of the Town Code, and replacing them with a new Chapter 6, Building Codes and Regulations, that includes the new 2025 California Building, Fire, and Reach Codes as amended. Amendments include updated fire safety requirements in Wildland Urban Interface (WUI) areas for new, renovated, or repaired structures, as well as Reach Codes addressing Air Conditioning replacement (AC to Heat Pump) and Electrical Readiness.

PUBLIC COMMENTS:

Public Comments received between 11:01 a.m., November 4, 2025, and 11:00 a.m., November 26, 2025, are included as Attachment 2.

CONCLUSION:

Adoption of the Ordinance (Attachment 1) would finalize the action taken by the Town Council on November 4, 2025. The Ordinance will become effective on January 1, 2026, and shall apply to building permit applications submitted on or after January 1, 2026, consistent with the State's effective date for the 2025 California Building Standards Code.

ENVIRONMENTAL ASSESSMENT:

This action is not a project under the California Environmental Quality Act (CEQA) because it can be seen with certainty that adoption of these code amendments will not cause a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines § 15378). If considered a project, the Ordinance is Categorically Exempt under CEQA Guidelines §§ 15307 (Actions for the Protection of Natural Resources) and 15308 (Actions for the Protection of the Environment).

COORDINATION:

The Community Development Department coordinated with the offices of the Town Manager, Town Attorney, and the Santa Clara County Fire Department in preparation of this report and proposed ordinance.

ATTACHMENTS:

1. Draft Ordinance with Reach Codes (Sections 6.70.020 and 6.120.050)
2. Public Comments received between 11:01 a.m., November 4, 2025, and 11:00 a.m., November 26, 2025

ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS REPEALING CHAPTER 6, "BUILDING REGULATIONS," AND CHAPTER 9, "FIRE PREVENTION AND PROTECTION," AND REPLACING THEM WITH A NEW CHAPTER 6, "BUILDING CODES AND REGULATIONS," THAT INCLUDES THE NEW 2025 CALIFORNIA BUILDING, FIRE, AND REACH CODES AS AMENDED. AMENDMENTS INCLUDE UPDATED FIRE SAFETY REQUIREMENTS IN WILDLAND URBAN INTERFACE AREAS FOR NEW, RENOVATED, OR REPAIRED STRUCTURES, AS WELL AS REACH CODES AFFECTING AIR CONDITIONING REPLACEMENT AND ELECTRICAL READINESS IN RENOVATIONS/ALTERATIONS.

WHEREAS, the California Building Standards Commission (CBSC) is responsible for administering the proposal, review, adoption, and implementation of the codes and regulations that establish building standards throughout California contained in Title 24 of the California Code of Regulations, commonly referred to as the California Buildings Standards Code; and

WHEREAS, the 2025 California Building Standards Code was published July 1, 2025, and will go into effect on January 1, 2026; and

WHEREAS, local jurisdictions are required to adopt and enforce the triennial California Building Standards Code published by the CBSC with any local amendments by January 1 of their effective year, or be mandated to accept, by default, the version published by the State; and

WHEREAS, California Health and Safety Code Section 17958 requires cities to adopt building regulations that are substantially the same as those adopted by the CBSC and contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 allow cities to enact more stringent standards to the California Building Standards Code, including but not limited to green building standards, based on express findings that such standards are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, human activities that release greenhouse gases into the atmosphere contribute to the increase of the worldwide average temperature, drought conditions, and duration of fire seasons; and

WHEREAS, according to the California Department of Forestry and Fire Protection, nine of the ten largest wildfires in California history have occurred since 2017, destroying nearly 10,000 structures and burning more than 4.5 million acres; and

WHEREAS, the Town of Los Gatos is situated along a wildland-urban interface and as a result is extremely vulnerable to wildfires and firestorms; and

WHEREAS, Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code as modified by AB 130 allow local jurisdictions to make changes to state building standards affecting residential units so long as those changes are necessary to implement a local code amendment that is adopted to align with a general plan approved on or before June 10, 2025, and that permits mixed-fuel residential construction consistent with federal law while also incentivizing all-electric construction as part of an adopted greenhouse gas emissions reduction strategy; and

WHEREAS, pursuant to Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code as modified by AB 130, the Town's proposed AC to heat pump and electric-readiness changes to building standards affecting residential units in the 2025 California Energy Code and 2025 California Green Building Standards Code are necessary to implement the Town's local code amendment; and

WHEREAS, pursuant to Sections 17958, 17958.5 and 17958.7 of the Health and Safety Code as modified by AB 130, the Town's local code amendment is adopted to align with the Town's General Plan while permitting mixed-fuel residential construction and incentivizing electric construction as part of the Town's adopted greenhouse gas emission reduction strategy stated in its Sustainability Plan; and

WHEREAS, the Town's General Plan Environment and Sustainability Element, which was adopted on June 30, 2022, includes relevant Town goals and policies including "[s]upport initiatives, legislation, and actions to respond to climate change"; "[p]romote energy conservation in . . . residential uses by encouraging installation of fixture and appliance upgrades, . . . and other retrofits to existing structures"; and

WHEREAS, the Town's adopted greenhouse gas reduction strategy in its 2012 Sustainability Plan calls for "green building measures" to reduce greenhouse gas emissions, including by requiring energy-efficient design; "identify[ing] and remov[ing] regulatory or procedural barriers to implementing green building practices in the town, by updating codes, guidelines, and zoning"; and "develop[ing] green building policies and programs that are optimized on a regional scale"; and "encourage adoption of green building practices that include the design and development of environmentally responsible . . . residential development and retrofits"; and

WHEREAS the Town's adopted greenhouse gas reduction strategy in its 2012 Sustainability Plan also calls for "energy conservation measures" to reduce greenhouse gas emissions; and

WHEREAS, consistent with the Town's adopted greenhouse gas reduction strategy in its 2012 Sustainability Plan and the Town's General Plan, adopted on June 30, 2022, the proposed AC to heat pump and electric-readiness changes to the 2025 California Energy Code and 2025 California Green Building Standards Code establish requirements for existing single-family structures which will reduce demands for local energy resources, reduce regional pollution, and reduce the Town's collective contribution to greenhouse gas emissions; and

WHEREAS, consistent with the requirements of AB 130, the proposed AC to heat pump and electric-readiness changes imposed by this ordinance permits mixed-fuel residential construction; and

WHEREAS, consistent with the requirements of AB 130, the proposed AC to heat pump and electric-readiness changes imposed by this ordinance incentivize all-electric construction by encouraging the cost-effective installation of electric space conditioning appliances and reducing barriers to future electrification of various appliances types; and

WHEREAS, the most cost-effective time to improve the energy efficiency and encourage electrification of existing structures is during significant alterations and additions, when electrical infrastructure may be installed alongside other significant improvements; and

WHEREAS, Section 101.7.1 of the California Green Building Standards Code provides that local climatic, geological or topographical conditions include environmental conditions established by a city, county, or city and county through findings; and

WHEREAS, following adoption of this Ordinance, the Town will submit the local amendments to the 2025 California Building Standards Code and required findings to the CBSC for filing, in accordance with Health & Safety Code Section 17958.7(a); and

WHEREAS, Public Resources Code section 25402.1(h)(2) and Section 10-106 of the 2025 California Administrative Code allow a local government to modify the state energy standards when the government finds that its modifications are cost-effective and the California Energy Commission finds that the modifications will require the diminution of energy consumption levels permitted by the Energy Code; and

WHEREAS, staff has reviewed the cost-effectiveness studies prepared by the California Statewide Codes and Standards Reach Code Program and finds them sufficient to show that the local AC to heat pump modifications will comply with the requirements of Public Resources Code section 25402.1(h)(2) and Section 10-106 of the 2025 California Administrative Code; and

WHEREAS, based on these studies, the Town Council finds that the local AC to heat pump modifications are cost-effective and will required buildings to be designed to consume no more energy than permitted by the California Energy Code; and

WHEREAS, following adoption of this Ordinance, the Town will submit the local amendments to the energy standards in the 2025 California Green Building Standards Code along with the required findings to the California Energy Commission, in accordance with Public Resources Code Section 25402.1(h)(2) and Section 10-106 of the 2025 California Administrative Code (Cal. Code Regs. Title 24, Part 1);

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1.

LEGISLATIVE FINDINGS

A. The recitals set forth above are true and correct and are incorporated into this ordinance by reference as if fully set forth herein.

B. In accordance with Health and Safety Code Sections 17958 and following, the Town Council finds that local amendments are reasonably necessary because of the following local climatic, geological, or topographical conditions:

1. Climatic: The Town of Los Gatos experiences low humidity, high wind, and warm temperatures during the summer months, creating conditions that are particularly conducive to the ignition and spread of grass, brush, and structure fires.

2. Geologic: The Town of Los Gatos is situated adjacent to active earthquake faults capable of producing substantial seismic events.

3. Topographic: The Town of Los Gatos is partially located in rugged, steep, and heavily vegetated hillsides accessible over limited roadways that are steep, narrow, and circuitous.

4. Topographic: The Town of Los Gatos is divided by a creek, freeways, and other traffic corridors, and is partially located in hillside areas with limited access. The occurrence of a major earthquake would significantly impact the ability of fire crews to respond to emergencies should one or more bridges collapse or be substantially damaged. Additionally, fire suppression capabilities will be severely limited should the water system be extensively damaged during a seismic event.

5. Climatic: Climate change exacerbates fire risk in the Town. Greenhouse gas emissions contribute to climate change. The State of California has outlined specific steps to reduce greenhouse gas emissions to prevent these negative impacts of a changing climate. This allows local governments to achieve greenhouse gas emission reductions with a climate-positive impact by powering buildings from clean electricity. The proposed Reach Code would reduce the amount of greenhouse gas emissions produced by the Town's existing housing and encourage the use of cleaner sources of energy that are in line with Mitigation Measure GHG-1 of the General Plan Environmental Impact Report. These climatic conditions along with the greenhouse emissions generated from existing structures require exceeding the energy standards for construction established in the 2025 California Buildings Standards Code.

6. Due to the Town's local climatic, geological, geographical, and topographical conditions, mitigation measures are necessary, such as automatic fire suppression systems, communications systems, access to buildings, seismic protection, safety controls for hazardous materials, and other safeguards to minimize the risks to citizens, firefighters, and property resulting from the severity of a fire threat and potential delays in responding to such threats.

C. In accordance with Health and Safety Code Sections 17958, 17958.5, and 17958.7, the Town Council finds that the AC to heat pump and electric-readiness changes to

building standards affecting residential units in the 2025 California Energy Code and 2025 California Green Building Standards Code are necessary to implement the Town's local code amendment adding an AC to heat pump and electric-readiness requirement, and that the local code amendment:

a. Is adopted to align with the Town's General Plan, specifically Section 8.5, "Climate Change/Greenhouse Gas Emissions," of Chapter 8, "Environment and Sustainability Element," and Policy 9.6, "Energy Conservation and Renewable Energy Use," adopted on June 30, 2022; and
b. Permits mixed-fuel residential construction consistent with federal law; and
c. Incentivize all-electric construction, as part of the Town's adopted greenhouse gas emissions reduction strategy in its 2012 Sustainability Plan.

In accordance with Public Resources Code Section 25402.1(h)(2) and Section 10-106 of the 2025 California Administrative Code (Cal. Code Regs. Title 24, Part 1), the Town Council finds that the Town's AC to heat pump reach code modifications to the energy standards in the California Green Building Standards Code (Cal. Code Regs. Title 24, Part 11) ("CALGreen") are cost-effective, and that the modifications will require the diminution of energy consumption levels permitted by the Energy Code.

7. The Town Council finds that all codes adopted herein related to residential structures are substantially equivalent to prior local amendments, or are related to home hardening and wildfire safety, consistent with the requirements of Assembly Bill 130.

Section 2.

CHAPTER 6, "Buildings and Building Regulations," and CHAPTER 9 "Fire Prevention and Protection," of the Los Gatos Town Code ARE REPEALED IN THEIR ENTIRETY AND REPLACED WITH A NEW CHAPTER 6. "Building Codes and Regulations," to read as follows:

Chapter 6 BUILDING CODES and REGULATIONS
Table of Contents

ARTICLE I. CALIFORNIA ADMINISTRATIVE CODE

Sec. 6.10.010 Adopted.
Sec. 6.10.020 Conflicting Provisions.
Sec. 6.10.030 Qualifying Alterations.

ARTICLE II. CALIFORNIA BUILDING CODE

Sec. 6.20.010 Adopted.
Sec. 6.20.020 IBC Oversight.
Sec. 6.20.030 Schedule of Permit Fees.
Sec. 6.20.040 Automatic Sprinkler Systems.
Sec. 6.20.050 Smoke Control Systems.

Sec. 6.20.060 Roof Drainage.
Sec. 6.20.070 Roof Covering Requirements in a Wildland-Urban Interface Fire Area and other areas.
Sec. 6.20.080 Concrete Strength.
Sec. 6.20.090 Limits on methods using Gypsum Board and Cement Plaster

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Sec. 6.30.010 Adopted.
Sec. 6.30.020 Automatic Sprinkler Systems.
Sec. 6.30.030 Energy Storage Systems.
Sec. 6.30.040 Limits on methods using Gypsum Board and Cement Plaster.

ARTICLE IV. CALIFORNIA ELECTRIC CODE

Sec. 6.40.010 Adopted.

ARTICLE V. CALIFORNIA MECHANICAL CODE

Sec. 6.50.010 Adopted.

ARTICLE VI. CALIFORNIA PLUMBING CODE

Sec. 6.60.010 Adopted.
Sec. 6.60.020 Backflow protection.

ARTICLE VII. CALIFORNIA ENERGY CODE

Sec. 6.70.010 Adopted.
Sec. 6.70.020 Electric Readiness Reach Code.

ARTICLE VIII. CALIFORNIA WILDLAND URBAN INTERFACE CODE

Sec. 6.80.010 Adopted.
Sec. 6.80.020 Scope.
Sec. 6.80.030 Application.
Sec. 6.80.040 Additions and Alterations.

ARTICLE IX. CALIFORNIA HISTORICAL BUILDING CODE

Sec. 6.90.010 Adopted.

ARTICLE X. CALIFORNIA FIRE CODE

Sec. 6.100.010 Adopted.
Sec. 6.100.020 General.

Sec. 6.100.030 Administration and Enforcement.
Sec. 6.100.040 CHAPTER 1, DIVISION II Administration.
Sec. 6.100.050 Chapter 2, Definitions.
Sec. 6.100.060 Fire Apparatus Access Roads.
Sec. 6.100.070 Access to Building Openings and Roofs.
Sec. 6.100.080 Premises Identification.
Sec. 6.100.090 Emergency Responder Communication Coverage.
Sec. 6.100.100 Fire and Smoke Protection Features.
Sec. 6.100.110 Fire Protection and Life Safety Systems.
Sec. 6.100.120 Automatic Sprinkler Systems.
Sec. 6.100.130 Fire Alarm and Detection Systems.
Sec. 6.100.140 Smoke Control Systems.
Sec. 6.100.150 Energy Systems.
Sec. 6.100.160 Electrical Energy Storage Systems (ESS).
Sec. 6.100.170 Fire Safety During Construction and Demolition.
Sec. 6.100.180 Fire Department Site Access and Water Supply.
Sec. 6.100.190 Completion Before Occupancy.
Sec. 6.100.200 Temporary Heating and Cooking Operations.
Sec. 6.100.210 Immersion Heaters.
Sec. 6.100.220 Hazardous Materials-General Provisions.
Sec. 6.100.230 Corrosive Materials.
Sec. 6.100.240 Explosives and Fireworks.
Sec. 6.100.250 Flammable and Combustible Liquids.
Sec. 6.100.260 On-Demand Mobile Fueling Operations.
Sec. 6.100.270 Flammable Gases and Flammable Cryogenic Fluids.
Sec. 6.100.280 Highly Toxic and Toxic Materials.
Sec. 6.100.290 Pyrophoric Materials.
Sec. 6.100.300 Appendix B-Fire Flow Requirements for Buildings.
Sec. 6.100.310 Appendix C-Fire Hydrant Locations and Distribution.
Sec. 6.100.320 Appendix D-Fire Apparatus Access Roads.

ARTICLE XI. CALIFORNIA EXISTING BUILDING CODE

Sec. 6.110.010 Adopted.

ARTICLE XII. CALIFORNIA GREEN BUILDING STANDARDS CODE

Sec. 6.120.010 Adopted.
Sec. 6.120.050 AC to Heat Pump Reach Code

ARTICLE XIII. CALIFORNIA REFERENCE STANDARDS CODE

Sec. 6.130.010 Adopted.

ARTICLE XIV. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6.140.010 Adopted.

Sec. 6.140.020 Application of other codes.

ARTICLE XV. EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

Sec. 6.150.010 Purpose and intent.
Sec. 6.150.020 Definitions.
Sec. 6.150.030 Applicability.
Sec. 6.150.040 Solar energy system requirements.
Sec. 6.150.050 Applications and documents.
Sec. 6.150.060 Permit review and inspection requirements.

ARTICLE XVI. BUILDING RELOCATION CODE OF THE TOWN

DIVISION 1. GENERALLY

Sec. 6.140.010 Title.
Sec. 6.140.020 Interference with demolition or removal of building.

DIVISION 2. PERMIT

Sec. 6.140.030 Required, exceptions.
Sec. 6.140.040 Application.
Sec. 6.140.050 Review of application, duty of applicant.
Sec. 6.140.060 Issuance, fees.
Sec. 6.140.070 When issuance prohibited.
Sec. 6.140.080 Conditions of issuance.
Sec. 6.140.090 Bond required.
Sec. 6.140.100 Conditions of bond.
Sec. 6.140.110 Default on bond.
Sec. 6.140.120 Bond other than surety bond—Default.
Sec. 6.140.130 Same—Release.

ARTICLE I. CALIFORNIA ADMINISTRATIVE CODE

Sec 6.10.010. – Adopted.

The 2025 California Administrative Code, California Code of Regulations, Title 24, Part 1, is adopted by reference.

Sec. 6.10.020. – Conflicting Provisions.

When any provisions of the administrative sections of the codes adopted in Chapter 6 conflict with the administrative provisions found in the California Administrative and Building Codes, the California Administrative and Building Codes shall apply. If any code

adopted in this Chapter does not include administrative provisions, the administrative provisions of the California Administrative and Building Codes shall apply.

Sec 6.10.030. – Qualifying alterations.

Substantial renovations/alterations that include replacement of over fifty (50) percent of the existing foundation for purposes other than a repair or reinforcement, as defined in California Existing Building Code, Section 202; or where over fifty (50) percent of the existing framing above the sill plate is removed or replaced for purposes other than repair, shall meet the new construction requirements of California Code of Regulations, Title 24 as modified by the Town of Los Gatos. If either of these criteria are met within three years, measured from the date of the most recent previously obtained permit final date, the project shall be subject to the new construction requirements.

ARTICLE II. CALIFORNIA BUILDING CODE

Sec. 6.20.010 – Adopted.

The 2024 International Building Code (IBC), as amended by the State of California Building Standards Commission and known as the 2025 California Building Code (CBC), California Code of Regulations Title 24, Part 2, Volumes 1 and 2, with Appendix I, is adopted by reference and amended as follows:

Sec. 6.20.020 – IBC Oversight.

The California adoption of the new 2024 International Building Code may have inadvertently eliminated some construction requirements by oversight or erroneous reference to another code. In cases where the code adoption has inadvertently deleted or mis-referenced necessary construction requirements, the Town of Los Gatos Building Official may authorize use of construction requirements from the last previously adopted International Codes.

Sec. 6.20.030 – Schedule of Permit Fees.

Section 109.2 is amended to read as follows:

Section 109.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by the (Town Council).

Section 109.2.1 is added to read as follows:

109.2.1. Plan Review Fees. When submittal documents are required by Section 109, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fee shall be 65 percent of the building permit fee. The plan

review fees specified in this section are separate fees from the permit fees and are in addition to the permit fees.
When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the per-hour plan review rate as adopted by the Town of Los Gatos.

Section 109.6.1 is added to read as follows:

109.6.1. Refunds. The building official may authorize refunds of Building Division fees which were erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work or inspections have been done under an issued permit.

The building official may authorize refunding of not more than 80 percent of the collected plan review fee when the plan check application is withdrawn or cancelled prior to any plan review work being done.

The building official shall not authorize refunding of any collected fee until a written request for a refund by the original permittee or applicant is received. Requests must be received no later than 180 days after the date of the fee payment.

Sec. 6.20.040 – Automatic Sprinkler Systems.

Section 903.2 of the California Building Code adopted by this article is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in either this Section or in Sections 903.2.1 through 903.2.12.

For the purposes of this Section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. An automatic sprinkler system shall be provided throughout all new buildings and structures, other than Group R occupancies, except as follows:
    a. Buildings and structures not located in any Wildland-Urban Interface and not exceeding 1,200 square feet of fire area.
    b. Buildings and structures located in any Wildland-Urban Interface Fire Area and not exceeding 500 square feet of fire area.
    c. Group S-2 or U occupancies, including photovoltaic support structures, used exclusively for vehicle parking which meet all of the following:

i. Noncombustible construction.

ii. Maximum 5,000 square feet in building area.

iii. Structure is open on not less than three (3) sides nor 75% of structure perimeter.

iv. Minimum of 10 feet separation from existing buildings, or similar structures, unless area is separated by fire walls complying with California Building Code 706.

d. Canopies, constructed in accordance with CBC 406.7.2, used exclusively for weather protection of vehicle fueling pads per CBC 406.7.1 and not exceeding 5,000 square feet of fire area.

2. An automatic sprinkler system shall be installed throughout all new buildings with a Group R fire area.

   Exception: Accessory Dwelling Unit, provided that all of the following are met:

   a. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.

   b. The existing primary residence does not have automatic fire sprinklers.

   c. The accessory dwelling unit does not exceed 1,200 square feet in size.

   d. The unit is on the same lot as the primary residence.

   e. The unit meets all apparatus access and water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.

3. An approved automatic fire sprinkler system shall be installed in new manufactured homes (as defined in California Health and Safety Code Sections 18007 and 18009) and multifamily manufactured homes with two dwelling units (as defined in California Health and Safety Code Section 18008.7) in accordance with Title 25 of the California Code of Regulations.

4. An automatic sprinkler system shall be installed throughout existing buildings with a Group R fire area when additions are made causing the fire area to exceed 3,600 square feet.

   Exception: Additions where all of the following are met:

   a. Building addition does not exceed 500 square feet.
   b. The resultant structure meets all water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.

5. An automatic sprinkler system shall be provided throughout existing Group A, B, E, F, L, M, S and U buildings and structures, when additions are made that increase the fire area to more than 3,600 square feet or that create conditions described in Sections 903.2.1 through 903.2.18.

6. Any change in the character of occupancy or in use of any building with a fire area equal to or greater than 3,600 square feet which, in the opinion of the Fire Code Official or building official, would place the building into a more hazardous

division of the same occupancy group or into a different group of occupancies and constitutes a greater degree of life safety[1] or increased fire risk[2], shall require the installation of an approved fire automatic fire sprinkler system.

[1] Life Safety – Shall include, but not limited to: Increased occupant load, public assembly areas, public meeting areas, churches, indoor amusement attractions, buildings with complex exiting systems due to increased occupant loads, large schools/day-care facilities, large residential care facilities housing non-ambulatory clients.

[2] Fire Risks – Shall include but not be limited to: High-piled combustible storage, woodworking operations, hazardous operations using hazardous materials, increased fuel loads (storage of moderate to highly combustible materials), increased sources of ignition (welding, automotive repair with the use of flammable liquids and open flames).

A Section 903.2.11.7 is added to read as follows:

903.2.11.7 Chemical Fume Hood Fire Protection.
Approved automatic fire extinguishing systems shall be provided in chemical fume hoods in the following cases:

1. Existing hoods having interiors with a flame spread index greater than 25 in which flammable liquids are handled
2. If a hazard assessment determines that an automatic extinguishing system is required for the chemical fume hood, then the applicable automatic fire protection system standard shall be followed.

Section 907.8 is amended to read as follows:

907.8 Inspection, testing and maintenance.
The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with California Fire Code Sections 907.8.1 through 907.8.4 and NFPA 72. Records of inspection, testing and maintenance shall be documented using NFPA 72 record of inspection and testing forms.

Sec. 6.20.050 – Smoke Control Systems

Section 909.22.1 is added to read as follows:

909.22.1 Schedule. A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and operational testing shall be established and operational testing must occur at least annually.

Sec. 6.20.060 – Roof Drainage.

Section 1502 is amended to add Section 1502.5 to read as follows:

Section 1502.5 Over Public Property.
Roof drainage water from a building shall not be permitted to flow over public property.

Exception(s):
1) Group R3, and Group U Occupancies
2) Other occupancies where the drainage plan and method of drainage have been approved by the “Building Official."

Sec. 6.20.070 – **Roof Covering Requirements in a Wildland-Urban Interface Fire Area and other areas.**

Section 1505.1.2 is amended to read as follows:

1505.1.2 Roof coverings within all other areas.
The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class A.

Sec. 6.20.080 – Concrete Strength.

Section 1705.3, Exception 1, is amended to read as follows:

Exception: Special inspections and tests shall not be required for:
1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock where the structural design of the footing is based on a specified compressive strength, f’c, not more than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

Sec. 6.20.090 – Limits on methods using Gypsum Board and Cement Plaster

Table 2308.10.1 Wall Bracing Requirements is amended to read as follows:

The title of Table 2308.10.1 is amended to read:

TABLE 2308.10.1[a, f, g]

Footnotes “f” and “g” are added to Table 2308.6.1, to read as follows:

f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Categories D or E.

g. Methods GB, DWB, and PCP are not permitted in Seismic Design Category E.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Sec. 6.30.010. – Adopted.

The 2024 International Residential Code (IRC) as amended by the State of California Building Standards Commission and known as the 2025 California Residential Code (CRC), California Code of Regulations, Title 24, Part 2.5, with Appendices BF, BG, BH, and CJ is adopted by reference and amended as follows:

Sec. 6.30.020 – Automatic Sprinkler Systems.

R309.2 One- and two-family dwellings automatic fire sprinkler systems is amended to read as follows:

R309.2 One- and two-family dwellings automatic sprinkler systems.
An automatic sprinkler system shall be installed in all new and existing one- and two-family dwellings when additions are made that increase the fire area to more than 3,600 square feet.

Exceptions:

1. Accessory Dwelling Unit, provided that all of the following are met:
   1.1. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.
   1.2. The existing primary residence does not have automatic fire sprinklers.
   1.3. The accessory dwelling unit does not exceed 1,200 square feet in size.
   1.4. The unit is on the same lot as the primary residence.
   1.5. The unit meets all apparatus access and water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.

2. When additions are made to existing structures, causing the fire area to exceed 3,600 square feet, and all of the following are met:
   2.1. Building addition does not exceed 500 square feet.
   2.2. The resultant structure meets all water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.

Sec. 6.30.030 – Energy Storage Systems

Section 330.3.1 is amended to read as follows:

R330.3.1 Spacing. Individual ESS units shall be separated from each other by at least 3 feet (914 mm) except separation distances are documented to be adequate based on large-scale fire testing complying with Section 1207.1.7.

Section R330.4 is amended to read as follows:

R330.4 Location. ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space in accordance with Section R302.6.
3. Outdoors or on the exterior side of exterior walls located not less than 3 feet (914 mm) from doors and windows directly entering the dwelling unit, and shall not be located below or above any emergency escape and rescue openings.
4. Enclosed utility closets, basements, and storage or utility spaces within dwelling units and sleeping units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8 -inch (15.9 mm) Type X gypsum wallboard. Openings into the dwelling shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1-3/8 inches (35 mm) in thickness, or doors with a 20-minute fire protection rating. Doors shall be self-latching and equipped with a self-closing or an automatic-closing device. Penetrations through the required gypsum wallboard into the dwelling shall be protected as required by Section R302.11, Item 4. ESS shall not be installed in sleeping rooms, or in closets or spaces opening directly into sleeping rooms. (Material based on NFPA 855 2023 Ed.)

Section R330.7 is amended to read as follows:

R330.7 Fire detection. Rooms and areas within dwelling units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section R314. A heat detector, listed and interconnected to the smoke alarms, shall be installed in locations within dwelling units and attached garages where smoke alarms cannot be installed based on their listing.
ESS installed in Group R-3 and townhomes shall comply with the following:

1. Rooms and areas within dwellings units, sleeping units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section R314.

2. A listed heat alarm interconnected to the smoke alarms shall be installed in locations within dwelling units, sleeping units, and attached garages where smoke alarms cannot be installed based on their listing.

   Exceptions:
   1. A listed heat detector may be used in place of a heat alarm, so long as it is interconnected with devices that provide an audible alarm at all sleeping areas.

   2. A fire sprinkler associated with an approved automatic sprinkler system that triggers an audible alarm upon activation of the waterflow switch, may be used in place of a heat alarm.

R902.1.2 is amended to read as follows:

R902.1.2 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be fire-retardant roof covering that is at least Class A.

Sec. 6.30.040. – Limits on methods using Gypsum Board and Cement Plaster.

Table R602.10.3(3) Bracing Requirements Based On Seismic Design Category is amended to read as follows:

The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)[i, j]

Footnotes "i" and "j" are added to Table R602.10.3(3), to read:

i. Methods PBS, HPS, SFB and CS-SFB are not permitted in Seismic Design Categories D_0, D_1, and D_2.
j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D_0, D_1, and D_2 where S_1 is greater than or equal to 0.75.

ARTICLE IV. CALIFORNIA ELECTRICAL CODE

Sec. 6.40.010. – Adopted.

The 2023 National Electrical Code (NEC), as amended by the State of California Building Standards Commission, and known as the 2025 California Electric Code (CEC), California Code of Regulations, Title 24, Part 3, is adopted by reference.

ARTICLE V. CALIFORNIA MECHANICAL CODE

Sec. 6.50.010. – Adopted.

The 2024 Uniform Mechanical Code (UMC), as amended by the State of California Building Standards Commission, and known as the 2025 California Mechanical Code (CMC), California Code of Regulations, Title 24, Part 4, is adopted by reference.

ARTICLE VI. CALIFORNIA PLUMBING CODE

Sec. 6.60.010. – Adopted.

The 2024 Uniform Plumbing Code (UPC), as amended by the State of California Building Standards Commission, and known as the 2025 California Plumbing Code (CPC),

California Code of Regulations, Title 24, Part 5, with appendices A, B, D, G, H, I, J, K, and L only, are adopted by reference and amended as follows:

Sec. 6.60.020. – Backflow protection.

Section 710.1 is amended to read as follows:

710.1. Backflow Protection. Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Administrative Authority. Cleanouts for drains that pass through a backwater valve shall be clearly identified with a permanent label stating, "backwater valve downstream."

ARTICLE VII. CALIFORNIA ENERGY CODE

Sec. 6.70.010. – Adopted.

The 2025 California Energy Code (CEC), California Code of Regulations, Title 24, Part 6, is adopted by reference and amended as follows.

Sec. 6.70.020 – Electric Readiness Reach Code.

Section 100.0 is modified to add a new section (i) to read as follows:

(i) Single Family Building Remodel Energy Reach Code - Purpose and Intent.
In addition to all requirements of the California Energy Code applicable to Single Family building additions and alterations, the electric readiness measures specified in Sections 150.0(w) shall be required for certain single family additions and alterations.

Section 100.1(b) is modified by adding the following definitions:

LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE is a 208/240-volt 40-ampere minimum branch circuit and a receptacle.
LOW POWER LEVEL 2 ELECTRIC VEHICLE (EV) CHARGING RECEPTACLE is a 208/240-volt 20-ampere minimum branch circuit and a receptacle

A new Section, (w), is added to Section 150.0 as follows:

(w) **Electric Readiness for Alterations**

1. **Electric range.** Where branch circuits or receptacles are added or altered in a kitchen and the work requires an electrical permit, install electrical components in

accordance with the California Electrical Code. The electrical components shall include either of the following:

A. A 125-volt, 20-amp electrical receptacle that is connected to the electric panel with a 120/240-volt 3 conductor branch circuit rated at 50 amps minimum, within 3 feet from the appliance and accessible to the appliance with no obstructions. Both ends of the unused conductor shall be labeled with the word "spare" and be electrically isolated. Space shall be reserved for a single pole circuit breaker in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled with the words "Future Use".
B. A pathway for a future 240-volt 50-amp minimum branch circuit that shall consist of either conductors or raceway from the main electrical service panel. The main electric panel shall have space reserved to allow for the installation of a double pole circuit breaker for a future electric range installation. The reserved space shall be permanently marked as "For Future 240V use". The raceway or conductors shall terminate at a junction box within 3 feet of the appliance. The blank cover shall be identified as "240V ready".

2. **Electric dryer.** Where a branch circuit is added or altered within 3 feet of a gas or propane clothes dryer and the work requires an electrical permit, install electrical components in accordance with the California Electrical Code. The electrical components shall include either of the following:
   A. A dedicated 125-volt, 20-amp electrical receptacle that is connected to the electric panel with a 120/240-volt 3 conductor branch circuit rated at 30 amps minimum, within 3 feet from the appliance and accessible to the appliance with no obstructions. Both ends of the unused conductor shall be labeled with the word "spare" and be electrically isolated. Space shall be reserved for a single pole circuit breaker in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled with the words "Future Use"; or,
   B. A pathway for a future 240-volt 30-amp minimum branch circuit that shall consist of either conductors or raceway from the main electrical service panel. The main electric panel shall have space reserved to allow for the installation of a double pole circuit breaker for a future heat pump dryer installation. The reserved space shall be permanently marked as "For Future 240V use". The raceway or conductors shall terminate at a junction box within 3 feet of the appliance. The blank cover shall be identified as "240V ready".

3. **Heat pump water heater**.
   A. If wall framing is removed or replaced within 3 feet of a gas or propane water heating appliance, space suitable for the future installation of a heat pump water heater (HPWH) shall be provided. The space shall be at least 2.5 feet by 2.5 feet wide and 7 feet tall and shall include a condensate drain that is no more than 2 inches higher than the base of an installed water heater and allows natural draining without pump assistance or installed piping or tubing within 3 feet of the water heater location to a condensate drain or exterior location. If pump assistance is needed, a receptacle on a 120 volt, minimum 15-amp branch circuit

for a condensate pump must be available within 3 feet of the water heater location.

B. Where branch circuits are altered or added within 3 feet of an existing gas or propane water heater or within 10 feet of the designated future location of a heat pump water heater as required under Section 150.0(w)3A, and the work requires an electrical permit, install electrical components in accordance with the California Electrical Code. The electrical components shall include either of the following:
    (i) A dedicated 125-volt, 20-amp electrical receptacle that is connected to the electric panel with a 120/240-volt 3 conductor, 10 AWG copper branch circuit rated at 30 amps minimum, within 3 feet from the water heater and accessible to the water heater with no obstructions. Both ends of the unused conductor shall be labeled with the word “spare” and be electrically isolated. Space shall be reserved for a single pole circuit breaker space in the electrical panel adjacent to the circuit breaker for the branch circuit and labeled with the words “Future 240V Use”; or
    (ii) A pathway for a future 240-volt 30-amp minimum branch circuit that shall consist of either conductors or raceway from the main electrical service panel. The main electric panel shall have space reserved to allow for the installation of a double pole circuit breaker for a future HPWH installation. The reserved space shall be permanently marked as “For Future 240V use”. The pathway shall terminate at a junction box within 3 feet of the appliance. The blank cover shall be identified as “240V ready”.

4. **Electrical Power Upgrades.** Increases in the electrical power infrastructure capacity serving a building shall only be permitted when all the following are documented and submitted to the building official:
    A. Calculations in accordance with California Electrical Code Article 220.83 determining future loads will exceed the capacity of the current electrical power infrastructure.
    B. Where data is available, calculations in accordance with California Electrical Code Article 220.87 determining that future loads exceed the capacity of the current electrical service infrastructure.
    C. Calculations for item (A) and item (B) above shall include at least one of the following:
        i. At least one power management or circuit controlling device, serving electric-only appliances such as:
            a. Water heater(s)
            b. Clothes dryer(s)
            c. Range(s)
            d. Level 2 EV Charging Receptacle or
            e. Low Power Level 2 EV Charging Receptacle
        ii. At least one of the following electric-only appliances operating on 120V:
            a. Water heater(s)

b. Clothes dryers(s)
c. Range(s)

iii. Circuit control between whole home load and Level 2 EV Charging Receptacle or Low Power Level 2 EV Charging Receptacle

Exception 1 to Section 150.0(w)4: The upgrade is solely the result of a project proposing electrical improvements supporting loads related to devices and uses not regulated by 150.0(w).

Exception 1 to Section 150.0(w): The project is solely related to a repair as defined by Title 24 Part 2 Section 202.
Exception 2 to Section 150.0(w): If an electrical permit is not otherwise required for the project other than compliance with this section.
Exception 3 to Section 150.0(w): Where upgrades to the existing electrical panel or utility service are not proposed, electrical panel capacity shall not be required to exceed the existing utility electrical service to the building to meet compliance with this section. Capacity and overcurrent protection spaces shall be reserved to the extent allowable under the existing electrical panel capacity using the methodology in Section 150(w)4. Tandem overcurrent protection devices shall be used to the extent permissible under the California Electrical Code.
Exception 4 to Section 150.0(w):): A Covered Single Family Project that consists solely of medically necessary improvements or solely of seismic safety improvements
Exception 5 to Section 150.0(w): Mobile Homes, Manufactured Housing, or Factory-built Housing as defined in Division 13 of the California Health and Safety 12 Code (commencing with Section 17000 of the Health and Safety Code).
Exception 6 to Section 150.0(w): Emergency Housing pursuant to Appendix P of the California Building Code.
Exception 7 to Section 150.0(w): Creation of a new accessory dwelling unit or junior accessory dwelling unit that is within the existing space of a single family dwelling or accessory structure and includes an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. Or, if the project would not otherwise be a Covered Single Family Project were it not for the inclusion of an accessory dwelling unit or junior accessory dwelling unit that meets the criteria above.

Section 150.2(b) is modified to read:

(b) **Alterations**. Alterations to existing single-family residential buildings or alterations in conjunction with a change in building occupancy to a single-family residential occupancy shall meet either Item 1 or 2 below, in addition to the requirements of 150.0(*w*).

ARTICLE VIII. CALIFORNIA WILDLAND URBAN INTERFACE CODE

Sec. 6.80.010. – Adopted.

The 2024 International Wildland Urban Interface Code (IWUI), as amended by the State of California Building Standards Commission and known as the 2025 California Wildland Urban Interface Code (CWUI), California Code of Regulations, Title 24, Part 7, is adopted by reference, and amended as follows.

Sec. 6.80.020. – Scope.

Section 101.2 Scope is amended to read as follows.

[A]101.2 Scope. This code applies to building materials, systems and/or assemblies used in the exterior design and construction of new buildings, and additions or alterations to existing buildings, located within a wildland-urban interface (WUI) area and contains minimum requirements to mitigate conditions that might cause a fire originating in a structure to ignite vegetation in the wildland-urban interface (WUI) area, and conversely, a wildfire burning in vegetative fuels to transmit fire to buildings and threaten to destroy life, overwhelm fire suppression capabilities or result in large property losses.

Sec. 6.80.030. – Application.

Section 101.3.1 Application is amended as follows:

101.3.1 Application.
Exception 6: Land or water area acquired or managed for one or more of ht following purposes or uses:

- 6.1 Habitat for endangered or threatened species, or any species that is a candidate for listing as an endangered or threatened species by the state or federal government.
- 6.2 Lands kept in a predominantly natural state as habitat for wildlife, plant, or animal communities.
- 6.3 Open space lands that are environmentally sensitive parklands.
- 6.4 Other lands having scenic values, as declared by the local agency, or by state or federal law.

Section 101.3.1.1 Application date and, where required, is amended to read as follows.

101.3.1.1 Application date and where required. New buildings for which an application for a building permit is submitted on or after July 1, 2008, located in any Fire Hazard Severity Zone or Wildland-Urban Interface Area shall comply with this code, including all of the following areas:

All unincorporated lands designated by the State Board of Forestry and Fire Protection as State Responsibility Area (SRA), including:

Moderate Fire Hazard Severity Zones.
High Fire Hazard Severity Zones.

Very High Fire Hazard Severity Zones.

All incorporated lands designated by the Town of Los Gatos as a Wildland-Urban Interface area, including Moderate, High, and Very High Fire Severity zones.

Sec. 6.80.040. – Additions and Alterations.

Section [A]101.5 Additions or alterations is adopted to read as follows.

[A]101.5 Additions or alterations. Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new building or structure.

ARTICLE IX. CALIFORNIA HISTORICAL BUILDING CODE

Sec. 6.90.010. – Adopted.

The 2025 California Historical Building Code (CHBC), California Code of Regulations, Title 24, Part 8, including Appendix A, is adopted by reference.

ARTICLE X. CALIFORNIA FIRE CODE

Sec. 6.100.010 – Adopted.

The 2024 International Fire Code (IFC), as amended by the State of California Building Standards Commission and known as the 2025 California Fire Code (CFC), California Code of Regulations Title 24, Part 9, with Appendices B, C, D, and P, is adopted by reference and amended as follows.

Sec. 6.100.020 – General.

Inclusion in Central Fire District; Definitions.

(a) The Town is included in the Santa Clara County Central Fire Protection District. The Town's inclusion is provided for in Ordinance No. 997 of the Town.

(b) As used in this Code, the following definitions shall apply:

(i) *"Fire Department"* means the Santa Clara County Central Fire Protection District.

(ii) *"Fire Chief"* means the Chief of the Fire Department.

Sec 6.100.030 – Administration and Enforcement.

Delegation of duties. Whenever a provision appears that requires or allows the Fire Chief to do some act or make certain inspections, it is to be construed to authorize the Fire Chief to designate, delegate, and authorize subordinates to perform the act or make the inspection unless the terms of the provision or section provide otherwise.

Plan review. The Fire Department will review all plans submitted to the Town for the construction of all buildings except the interior of dwellings for the purpose of ascertaining and causing to be corrected any condition liable to cause fire, to endanger life from fire, or to create or perpetuate any violation of the provisions or intent of this Code or State law affecting fire safety.

Citations. Fire Department officers authorized by the Fire Chief and State law may issue citations for violations of this chapter pursuant to the Code.

Abatement of hazards by Fire Chief.

(a) If any person fails to comply with the orders of the Fire Chief, or in the event the Fire Chief is unable to locate the responsible person within a reasonable time, the Fire Chief may take such steps to abate the fire hazard as are necessary for the protection of the public health and safety. In no event is notice necessary before abatement when the fire hazard constitutes a clear and present danger to the public welfare.

(b) The cost of any such abatement is a debt to the Town of the owner of the premises or of any person who, by act or inaction, caused or permitted the fire hazard to exist. The cost of the abatement shall become a lien on the premises when the need for the abatement and the amount of the cost have been established in the manner provided in Article 8 of Chapter 6 of this Code.

Fees for checking, inspection services and permits. The Town Council may, by resolution, establish a schedule of fees to be charged and collected for checking and inspection services performed and for the issuance and enforcement of permits and requirements under this chapter.

Building Official to forward plans. The Building Official will provide the Fire Chief with one (1) copy of any plans and specifications required to be reviewed by the Fire Department.

Sec. 6.100.040 – CHAPTER 1, DIVISION II Administration.

Chapter 1, Division II, of the 2025 California Fire Code is amended as follows:

Table 105.5.9 is amended to read as follows:

TABLE 105.5.9
PERMIT AMOUNTS FOR COMPRESSED GASES

TYPE OF GAS	AMOUNT (cubic feet at NTP)
Carbon dioxide used in carbon dioxide enrichment systems	875 (100lb)

Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications	875 (100 lb)
Corrosive	200
Flammable (except cryogenic fluids and liquefied petroleum gases)	200
Highly toxic	Any Amount
Moderately toxic	Any Amount
Other Health Hazard Materials	Any Amount
Inert and simple asphyxiant	6,000
Oxidizing (including oxygen)	504
Pyrophoric	Any Amount
Toxic	Any Amount

Table 105.5.22 is amended to read as follows:

TABLE 105.<u>5.22</u>
PERMIT AMOUNTS FOR HAZARDOUS MATERIALS

TYPE OF MATERIAL	AMOUNT
Combustible liquids	See Section 105.5.18
Corrosive materials	
Gases	See Section 105.5.9
Liquids	55 gallons
Solids	500 pounds
Explosive materials	See Section 105.5.16
Flammable materials	
Gases	See Section 105.5.9
Liquids	See Section 105.5.18
Solids	100 pounds
Highly toxic materials	
Gases	See Section 105.5.9
Liquids	Any Amount
Solids	Any Amount
Moderately toxic materials	
Gases	See Section 105.5.9
Other health hazard materials	
Gases	See Section 105.5.9
Liquids	55 gallons
Solids	500 pounds
Oxidizing materials	
Gases	See Section 105.5.9
Liquids	

Class 4	Any Amount
Class 3	1 gallon[a]
Class 2	10 gallons
Class 1	55 gallons
Solids	
Class 4	Any Amount
Class 3	10 pounds[b]
Class 2	100 pounds
Class 1	500 pounds
Organic peroxides	
Liquids	
Class I	Any Amount
Class II	Any Amount
Class III	1 gallon
Class IV	2 gallons
Class V	No Permit Required
Solids	
Class I	Any Amount
Class II	Any Amount
Class III	10 pounds
Class IV	20 pounds
Class V	No Permit Required
Pyrophoric materials	
Gases	Any Amount
Liquids	Any Amount
Solids	Any Amount
Toxic materials	
Gases	See Section 105.5.9
Liquids	10 gallons
Solids	100 pounds
Unstable (reactive) materials	
Liquids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	5 gallons
Class 1	10 gallons
Solids	
Class 4	Any Amount
Class 3	Any Amount
Class 2	50 pounds
Class 1	100 pounds
Water-reactive materials	
Liquids	

Class 3	Any Amount
Class 2	5 gallons
Class 1	55 gallons
Solids	
Class 3	Any Amount
Class 2	50 pounds
Class 1	500 pounds

For SI: 1 gallon = 3.785 L, 1 pound = 0.454 kg.

a. 22 gallons when Table 5003.1.1(1) Note k applies and hazard identification signs in accordance with Section 5003.5 are provided for quantities of 22 gallons or less.

b. 220 pounds when Table 5003.1.1(1) Note k applies and hazard identification signs in accordance with Section 5003.5 are provided for quantities of 220 pounds or less.

Section 105.5.60 is added to read as follows:

105.5.60 Institutions. An operational permit is required to operate any health facility as defined in Section 1250 of the California Health and Safety Code, with an occupant load of more than six (6) persons, or to operate any jail or facility where personal liberties of the occupants are restrained. See California Code of Regulations Title 24 Part 2.

Section 105.5.62 is added to read as follows:

105.5.61 Residential care facility. An operational permit is required to operate any residential care or service facility, as described in the California Building Code, accommodating more than six (6) persons.

Section 105.6.4 is amended to read as follows:

105.6.4 Cryogenic fluids. A construction permit is required for installation of or alteration to cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.5.11. Maintenance performed in accordance with this code is not considered to be an alteration and does not require a construction permit.

Section 108.2.1 is added to read as follows:

108.2.1 Construction permit fees. Construction permit fees and plan review fees for fire hydrant systems, fire extinguishing systems, and fire alarm systems shall be paid to the Santa Clara County Fire Department in accordance with the following table based on valuation. The valuation shall be limited to the value of the system installation for which the permit is being issued. Plan review fees are 65 percent of the Permit Fee

amount. For the purposes of determining the total fee amount for each permit, the plan review fee shall be added to the Permit Fee.

TOTAL VALUATIONS	**PERMIT FEE**
$1.00 TO $500.00	$23.50
$501.00 TO $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2001.00 TO $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00 or fraction thereof, to and including $25,000.00
$25,001.00 TO $50,000.00	$391.25 for the first $25,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 TO $100,000.00	$630.15 for the first $50,000.00 plus $13.60for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$986.75 for the first $100,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,001 to $1,000,000.00	$3,228.15 for the first $500,000.00 plus $5.35 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001 and up	$5,604.00 for the first $1,000,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof
Additional re-inspections, in connection with the permits above, are to be paid at $120.00 for each occurrence at the discretion of the fire code official.	
Cancelled inspections without advance notice are to be paid at $120.00 for each occurrence.	

Section 108.2.2 is added to read as follows:

108.2.2 Operational permit fees. Operational permit fees shall be paid to the Santa Clara County Fire Department as follows:

FACILITY TYPE		PERMIT FEE
1.	Institutional	
	A. More than 6 persons	$75.00 - Annually
	B. Over 50 persons	$100.00 - Annually
2.	Day Care Facilities	
	More than 6 clients	$35.00 - Annually
3.	Places of Assembly	
	A. 50-300 persons	$50.00 - Annually
	B. Over 300 persons	$85.00 - Annually
4.	Temporary Membrane Structures, Tents, and Canopies (Only those requiring permits in accordance with Section 105.6.47).	$85.00 – Each Occurrence

Section 109.5 is added to read as follows:

109.5 Final inspection. No final inspection as to all or any portion of a development shall be deemed completed until the installation of the required fire protection facilities and access ways have been completed and approved. No final certificate of occupancy may be granted until the Fire Department issues notice of final clearance of such fire protection facilities and access ways to the Building Department.

Section 113.4 is deleted.

Sec. 6.100.050 – Chapter 2, Definitions.

Section 202 is amended to amend and add the following definitions:

CORROSIVE LIQUID. Corrosive liquid is:
1) any liquid which, when in contact with living tissue, will cause destruction or irreversible alteration of such tissue by chemical action; or
2) any liquid having a pH of 2 or less or 12.5 or more; or
3) any liquid classified as corrosive by the U.S. Department of Transportation; or
4) any material exhibiting the characteristics of corrosivity in accordance with Title 22, California Code of Regulations §66261.22.

HEALTH HAZARD – OTHER. A hazardous material which affects target organs of the body, including but not limited to, those materials which produce liver damage, kidney damage, damage to the nervous system, act on the blood to decrease hemoglobin function, deprive the body tissue of oxygen or affect reproductive capabilities, including mutations (chromosomal damage), sensitizers or teratogens (effect on fetuses).

LARGE-SCALE FIRE TESTING. Testing a representative energy storage system that induces a significant fire into the device under test and evaluates whether the fire will spread to adjacent energy storage system units, surrounding equipment, or through an adjacent fire-resistance-rated barrier.

MODERATELY TOXIC GAS. A chemical or substance that has a median lethal concentration (LC50) in air more than 2000 parts per million but not more than 5000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

SECONDARY CONTAINMENT. Secondary containment is that level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably necessary to ensure detection and remedy of the primary containment failure.

SPILL CONTROL. That level of containment that is external to and separate from the primary containment and is capable of safely and securely containing the contents of the largest container and prevents the materials from spreading to other parts of the room.

WORKSTATION. A defined space or an independent principal piece of equipment flammable or unstable (Class 3 or 4 as ranked by NFPA 704) hazardous materials where a specific function, laboratory procedure or research activity occurs. Approved or listed hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, detection devices, electrical devices and other processing and scientific equipment.

Sec. 6.100.060 – Fire Apparatus Access Roads.

Section 503.1 is amended to read as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and in accordance with the Fire Department's access standards**.**

Section 503.1.1 is amended to read as follows:

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements for this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. In other than R-3 or U occupancies, when the building is equipped throughout with an approved automatic sprinkler system, installed in accordance with Section 903.3.1.1 the dimension may be increased to a maximum of 300 feet when approved by the fire code official.

2. When there are not more than two Group R-3 or accessory Group U occupancies, the dimension may be increased to a maximum of 200 feet.

3. When apparatus roads cannot be installed because of topography, waterways, nonnegotiable grades or other similar conditions, an approved alternative means of fire protection shall be provided.

Section 503.2.1 is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) for engines, and 26 feet (7925 mm) for aerial fire apparatus exclusive of shoulders, except for approved gates or barricades in accordance with Sections 503.5.1 and 503.6. The unobstructed vertical clearance shall be a minimum of 13 feet 6 inches (4115 mm), or as determined by the fire code official.

Exception: When there are not more than two residential parcels, having only Group R, Division 3, or Group U occupancy structures, the access road width may be modified by the fire code official.

Section 503.2.4 is amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 30 feet (9144 mm) inside, and a minimum of 50 feet (15240 mm) outside.

Section 503.2.7 is amended to read as follows:

503.2.7 Grade. The maximum grade of a fire department apparatus access road shall not exceed 15 percent, unless approved by the fire code official**.**

Section 503.5 is amended to read as follows:

503.5 Required gates or barricades. The Fire Code Official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails, or other accessways, not including the public streets, alleys, or highways. The minimum width for commercial applications is 20 feet (6096 mm), and 12 feet (4268 mm) for single-family dwellings. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F2200.

Section 503.6 is amended to read as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. The minimum width for commercial applications is 20 feet (6096 mm), and 12 feet (4268 mm) for single-family dwellings.

Sec. 6.100.070 – Access to Building Openings and Roofs.

Section 504.5 is added to read as follows:

504.5 Access Control Devices. When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to within and throughout the building, are installed, such devices shall be approved by the fire code official. All electrically powered access control devices shall be provided with an approved means for deactivation or unlocking from a single location or otherwise approved by the fire code official. Access control devices must also comply with Chapter 10.

Sec. 6.100.080 – Premises Identification.

Section 505.1 is amended to read as follows:

505.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (153 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

The following is a guideline for adequate address number dimensions:

- The number posted up to 49 feet from the public street shall be of one solid color which is contrasting to the background and be at least six (6) inches high with a half (½) inch stroke.

- The number posted from 50 to 100 feet from the public street shall be of one solid color which is contrasting to the background and be at least six (6) inches high with a one (1)

inch stroke.

- The number posted over 100 to 199 feet from the public street shall be of one solid color which is contrasting to the background and be at least ten (10) inches high with a one and a half (1½) inch stroke.

- The number posted over 200 to 299 feet from the public street shall be of one solid color which is contrasting to the background and be at least eighteen (18) inches high with a two (2) inch stroke.

- The number posted over 300 to 400 feet from the public street shall be of one solid color which is contrasting to the background and be at least twenty-four (24) inches high with a two and a half (2½) inch stroke.

Sec. 6.100.090 – Emergency Responder Communication Coverage.

Section 510.1 is amended to read as follows:

510.1 Emergency responder communications enhancement systems in new buildings. Approved in-building emergency responder communications enhancement system (ERCES) for emergency responders shall be provided within all buildings meeting any one of the following conditions:

1. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);

2. The total building area is 30,000 square feet or more;

3. The total basement area is 5,000 square feet or more;

4. Where required by the Fire Code Official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section 510.4.1

Exceptions:

1. Where approved by the Fire Code Official, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained in lieu of an approved communications coverage system.

2. Where it is determined by the Fire Code Official that the communications coverage system is not needed.

3. In facilities where emergency responder communications coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the Fire Code Official shall have the authority to accept an automatically activated emergency responder communications

coverage system.

4. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Silicon Valley Regional Interoperability Authority (SVRIA) P25 Phase 2 700 MHz Digital Trunked Radio System within the building in accordance with Section 510.4.1 without the use of an indoor radio coverage system.
   The radio coverage system shall be installed and maintained in accordance with Sections 510.4 through 510.6.4 of this code and with the applicable provisions of NFPA 1225, Standard for Emergency Services Communications.

   In-building ERCES within the building shall be based on the existing coverage levels of the public safety communications systems utilized by the jurisdiction, measured at the exterior of the building. The ERCES, where required, shall be of a type determined by the Fire Code Official and the frequency license holder(s). This section shall not require improvement of the existing public safety communications systems.

Section 510.1.1 is added to read as follows:

510.1.1 Obstruction by new buildings. No obstruction of the public safety system backhaul shall be allowed without an approved mitigating plan.

Section 510.3.1 is amended to read as follows:

510.3.1 Permit required. A construction permit for the installation of or modification to in-building emergency responder communications enhancement systems and related equipment is required as specified in Section 105.6.5. Maintenance performed in accordance with this code is not considered a modification and does not require a permit. A frequency change made to an existing system is considered to be new construction and will require a construction permit.

Section 510.4 is amended to read as follows:

510.4 Technical requirements. Equipment required to provide in-building, two-way emergency responder communication coverage shall be listed in accordance with UL 2524 and the current Emergency Responders Communications Enhancement Systems Standard Details & Specification enforced by the Santa Clara County Fire Department. Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

Section 510.4.2 is amended to read as follows:

510.4.2 System design. The in-building emergency responder communications enhancement system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1225, and the current Emergency Responder Communications

Enhancement Systems Details & Specification enforced by the Santa Clara County Fire Department.

Section 510.5 is amended to read as follows:

510.5 Installation requirement. The installation of the emergency responder radio coverage system shall be in accordance with NFPA 1225 and the current Emergency Responder Communications Enhancement Systems Standard Details & Specification enforced by the Santa Clara County Fire Department.

Section 510.5.2 is amended to read as follows:

510.5.2 Approval prior to installation. Communications enhancement systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Fire Code Official and the agency FCC license holder or systems administrator.

Section 510.5.4 is amended to read as follows:

510.5.4 Acceptance test procedure. Where an in-building emergency responder communications enhancement system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. Final system acceptance will require ERRCS power level and DAQ testing with agency FCC license holder, systems administrators, or designee.

Sec. 6.100.100 – Fire And Smoke Protection Features

Section 703.3 is added to read as follows:

703.3 Fire-resistant penetrations and joints. In high-rise buildings, in buildings assigned to Risk Category III or IV, or in fire areas containing Group R occupancies with an occupant load greater than 100, and other occupancies as determined necessary special inspections for through-penetrations, membrane penetration firestops, fire resistant joint systems and perimeter fire containment systems that are tested and listed in accordance with CBC Sections 714.4.1.2, 715.3.1 and 715.4 shall be in accordance with Section 1705.18.1 or 1705.18.2.

Sec. 6.100.110 – Fire Protection and Life Safety Systems

Section 901.6.2 is amended to read as follows:

901.6.2 Integrated testing. Where two or more fire protection or life safety systems are interconnected, the intended response of subordinate fire protection and life safety systems shall be verified when required testing of the initiating system is conducted. In

addition, integrated testing shall be performed in accordance with Sections 901.6.2.1 and 901.6.2.2.

901.6.2.1 High-rise buildings. For high-rise buildings, integrated testing shall comply with NFPA 4, with an integrated test performed prior to issuance of the certificate of occupancy and at intervals not exceeding 10 years, unless otherwise specified by an integrated system test plan prepared in accordance with NFPA 4. If an equipment failure is detected during integrated testing, a repeat of the integrated test shall not be required, except as necessary to verify operation of fire protection or life safety functions that are initiated by equipment that was repaired or replaced. For existing buildings, the testing timeframe shall be specified by the integrated systems test plan prepared in accordance with NFPA 4 as approved by the fire code official.

901.6.2.2 Smoke control systems. Where a fire alarm system is integrated with a smoke control system as outlined in Section 909, integrated testing shall comply with NFPA 4, with an integrated test performed prior to issuance of the certificate of occupancy and at intervals not exceeding 10 years, unless otherwise specified by an integrated system test plan prepared in accordance with NFPA 4. If an equipment failure is detected during integrated testing, a repeat of the integrated test shall not be required, except as necessary to verify operation of fire protection or life safety functions that are initiated by equipment that was repaired or replaced. For existing buildings, the testing timeframe shall be specified by the integrated systems test plan prepared in accordance with NFPA 4 as approved by the fire code official.

Section 901.6.3 is amended to read:

901.6.3 Records <u>Information</u>. Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years. See Sections 907.7 and 907.8 for fire alarm system inspection, testing and maintenance documentation requirements.

Sec. 6.100.120 – Automatic Sprinkler Systems

Section 903.2 is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in either this Section or in Sections 903.2.1 through 903.2.12, whichever is the more restrictive, and Sections 903.2.14 through 903.2.21.

For the purposes of this section, firewalls and fire barriers used to separate building areas shall be constructed in accordance with the California Building Code and shall be without openings or penetrations.

1. An automatic sprinkler system shall be provided throughout all new buildings and structures, other than Group R occupancies, except as follows:

a. Buildings and structures not located in any Wildland-Urban Interface and not exceeding 1,200 square feet of fire area.

b. Buildings and structures located in any Wildland-Urban Interface Fire Area and not exceeding 500 square feet of fire area.

c. Group S-2 or U occupancies, including photovoltaic support structures, used exclusively for vehicle parking which meet all of the following:

   i. Noncombustible construction.

   ii. Maximum 5,000 square feet in building area.

   iii. Structure is open on not less than three (3) sides nor 75% of structure perimeter.

   iv. Minimum of 10 feet separation from existing buildings, or similar structures, unless area is separated by fire walls complying with California Building Code 706.

d. Canopies, constructed in accordance with CBC 406.7.2, used exclusively for weather protection of vehicle fueling pads per CBC 406.7.1 and not exceeding 5,000 square feet of fire area.

2. An automatic sprinkler system shall be installed throughout all new buildings with a Group R fire area.

   Exception: Accessory Dwelling Unit, provided that all of the following are met:

   a. The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 65852.2.

   b. The existing primary residence does not have automatic fire sprinklers.

   c. The accessory dwelling unit does not exceed 1,200 square feet in size.

   d. The unit is on the same lot as the primary residence.

   e. The unit meets all apparatus access and water supply requirements of Chapter 5 and Appendix B of the 2022 California Fire Code.

3. An approved automatic fire sprinkler system shall be installed in new manufactured homes (as defined in California Health and Safety Code Sections 18007 and 18009) and multifamily manufactured homes with two dwelling units (as defined in California Health and Safety Code Section 18008.7) in accordance with Title 25 of the California Code of Regulations.

4. An automatic sprinkler system shall be installed throughout existing buildings with a Group R fire area when additions are made causing the fire area to exceed 3,600 square feet.

   Exception: Additions where all of the following are met:

a. Building addition does not exceed 500 square feet.
b. The resultant structure meets all water supply requirements of Chapter 5 and Appendix B of the 2025 California Fire Code.

5. An automatic sprinkler system shall be provided throughout existing Group A, B, E, F, L, M, S and U buildings and structures, when additions are made that increase the fire area to more than 3,600 square feet or that create conditions described in Sections 903.2.1 through 903.2.18.
6. Any change in the character of occupancy or in use of any building with a fire area equal to or greater than 3,600 square feet which, in the opinion of the Fire Code Official or building official, would place the building into a more hazardous division of the same occupancy group or into a different group of occupancies and constitutes a greater degree of life safety[1] or increased fire risk[2], shall require the installation of an approved fire automatic fire sprinkler system.

[1] Life Safety – Shall include, but not limited to: Increased occupant load, public assembly areas, public meeting areas, churches, indoor amusement attractions, buildings with complex exiting systems due to increased occupant loads, large schools/day-care facilities, large residential care facilities housing non-ambulatory clients.

[2] Fire Risks – Shall include, but not limited to: High-piled combustible storage, woodworking operations, hazardous operations using hazardous materials, increased fuel loads (storage of moderate to highly combustible materials), increased sources of ignition (welding, automotive repair with the use of flammable liquids and open flames).

Section 903.2.11.7 is added to read as follows:

903.2.11.7 Chemical Fume Hood Fire Protection.
Approved automatic fire extinguishing systems shall be provided in chemical fume hoods in the following cases:

1. Existing hoods having interiors with a flame spread index greater than 25 in which flammable liquids are handled.
2. If a hazard assessment determines that an automatic extinguishing system is required for the chemical fume hood, then the applicable automatic fire protection system standard shall be followed.

Sec. 6.100.130 – Fire Alarm and Detection Systems.

Section 907.8 is amended to read as follows:

907.8 Inspection, testing, and maintenance. The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.8.1

through 907.8.4 and NFPA 72. Records of inspection, testing and maintenance shall be documented using NFPA 72 record of inspection and testing forms.

Sec. 6.100.140 – Smoke Control Systems.

Section 909.22.1 is amended to read as follows:

909.22.1 Schedule. A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and operational testing shall be established and operational testing must occur at least annually.

Sec. 6.100.150 – Energy Systems.
Section 1202.1.1 is amended to read as follows:

1202.1 Definitions. The following terms are defined in Chapter 2:

BATTERY SYSTEM, STATIONARY STORAGE.
BATTERY TYPES.
CAPACITOR ENERGY STORAGE SYSTEM.
CRITICAL CIRCUIT.
EMERGENCY POWER SYSTEM.
ENERGY STORAGE MANAGEMENT SYSTEMS.
ENERGY STORAGE SYSTEM (ESS).
ENERGY STORAGE SYSTEM, ELECTROCHEMICAL.
ENERGY STORAGE SYSTEM, MOBILE.
ENERGY STORAGE SYSTEM, WALK-IN UNIT.
ENERGY STORAGE SYSTEM CABINET.
ENERGY STORAGE SYSTEM COMMISSIONING.
ENERGY STORAGE SYSTEM DECOMMISSIONING.
FUEL CELL POWER SYSTEM, STATIONARY.
LARGE-SCALE FIRE TESTING
PORTABLE GENERATOR.
STANDBY POWER SYSTEM.

Sec. 6.100.160 – Electrical Energy Storage Systems (ESS).

Section 1207.1.7 is amended to read as follows:

1207.1.7 Large-scale fire test. Where required elsewhere in Section 1207, large-scale fire testing shall be conducted in accordance with NFPA 855 as amended, and UL 9540A. The testing shall be conducted or witnessed and reported by an approved testing laboratory and show that a fire involving one ESS will not propagate to an adjacent ESS, and where installed within buildings, enclosed areas and walk-in units will be contained within the room, enclosed area or walk-in unit for a duration equal to the fire-resistance rating of the room separation

specified in Section 1207.7.4. The test report shall be provided to the Fire Code Official for review and approval in accordance with Section 104.2.2.

Section 1207.2.2.1 is amended to read as follows:

1207.2.2.1 Ongoing inspection and testing. Systems that monitor and protect the ESS installation shall be inspected and tested in accordance with the manufacturer's instructions and the operation and maintenance manual. Inspection and testing records shall be maintained in the operation and maintenance manual and made available to the Fire Code Official upon request.

Section 1207.5.2 is amended to read as follows:

1207.5.2 Maximum allowable quantities. Fire areas within rooms, areas and walk-in units containing electrochemical ESS shall not exceed the maximum allowable quantities in Table 1207.5. The allowable number of fire areas, maximum allowable quantity, and fire-resistance rating of fire-barriers shall comply with Table 1207.5.1.

Exceptions:

1. Where approved by the fire code official, rooms, areas and walk-in units containing electrochemical ESS that exceed the amounts in Table 1207.5 shall be permitted based on a hazardous mitigation analysis in accordance with Section 1207.1.6 and large-scale fire testing complying with Section 1207.1.7.

2. Lead-acid and nickel-cadmium battery systems installed in facilities under the exclusive control of communications utilities and operating at less than 50 VAC and 60 VDC in accordance with NFPA 76.

3. Dedicated-use buildings in compliance with Section 1207.7.1.

TABLE 1207.5.1
DESIGN AND NUMBER OF ESS FIRE AREAS

STORY		PERCENTAGE OF MAXIMUM ALLOWABLE QUANTITY PER FIRE AREA	NUMBER OF FIRE AREAS PER STORY	FIRE-RESISTANCE RATING FOR FIRE BARRIERS IN HOURS
Above grade plan	Higher than 9	25	1	3
	7-9	50	2	2

	6 5 4 3 2 1	50 50 75 100 100 100	2 2 4 6 6 6	2 2 2 2 2 2
Below grade plan	1 2 Lower than 2	100 50 Not Allowed	4 2 Not Allowed	3 3 Not Allowed

Section 1207.5.5 is amended to read as follows:

1207.5.5 Fire suppression systems. Rooms and areas within buildings and walk-in units containing electrochemical ESS shall be protected by an automatic fire suppression system designed and installed in accordance with one of the following:

1. Automatic sprinkler systems designed and installed in accordance with Section 903.3.1.1 for ESS units (groups) with a maximum stored energy capacity of 50 kWh, as described in Section 1207.5.1, shall be designed with a minimum density of 0.3 gpm/ft2 (1.14 L/min) based over the area of the room or 2,500 square-foot (232 m2) design area, whichever is larger, unless a lower density is approved based on large-scale fire testing in accordance with Section 1207.1.7.

2. Automatic sprinkler systems designed and installed in accordance with Section 903.3.1.1 for ESS units (groups) exceeding 50 kWh shall use a density based on large-scale fire testing complying with Section 1207.1.7.

3. The following alternative automatic fire-extinguishing systems designed and installed in accordance with Section 904, provided that the installation is approved by the Fire Code Official based on large-scale fire testing complying with Section 1207.1.7:

   3.1. NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
   3.2. NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection.
   3.3. NFPA 750, Standard on Water Mist Fire Protection Systems.
   3.4. NFPA 2001, Standard on Clean Agent Fire-Extinguishing Systems.
   3.5. NFPA 2010, Standard for Fixed Aerosol Fire-Extinguishing Systems.

   Exceptions:

   1. Fire suppression systems for lead-acid and nickel-cadmium battery systems at facilities under the exclusive control of communications utilities that operate at less than 50 VAC and 60 VDC shall be provided where required by NFPA 76.

   2. Lead-acid and nickel-cadmium systems that are used for DC power for control of substations and control or safe shutdown of generating stations under the

exclusive control of the electric utility, and located outdoors or in building spaces used exclusively for such installations, shall not be required to have a fire suppression system installed.

3. Lead-acid battery systems in uninterruptable power supplies listed and labeled in accordance with UL 1778, utilized for standby power applications, which is limited to not more than 10 percent of the floor area on the floor on which the ESS is located, shall not be required to have a fire suppression system. (Material based on NFPA 855 2023 Ed.)

Section 1207.11.3 is amended to read as follows:

1207.11.3 Location. ESS shall be installed only in the following locations:

1. Detached garages and detached accessory structures.

2. Attached garages separated from the dwelling unit living space and sleeping units in accordance with Section R302.6.

3. Outdoors or on the exterior side of the exterior walls not less than 3 feet (914 mm) from doors and windows directly entering the dwelling unit and not below or above any emergency escape and rescue openings.

4. Enclosed utility closets, basements, storage or utility spaces within dwelling units with finished or noncombustible walls and ceilings. Walls and ceilings of unfinished wood-framed construction shall be provided with not less than 5/8-inch (15.9 mm) Type X gypsum wallboard.

ESS shall not be installed in sleeping rooms, or in closets or spaces opening directly into sleeping rooms or in habitable spaces of dwelling units.

Section 1207.11.6 is amended to read as follows:

1207.11.6 Fire detection. ESS installed in Group R-3 and R-4 occupancies shall comply with the following:

1. Rooms and areas within dwellings units, sleeping units, basements and attached garages in which ESS are installed shall be protected by smoke alarms in accordance with Section 907.2.11.

2. A listed heat alarm interconnected to the smoke alarms shall be installed in locations within dwelling units, sleeping units and attached garages where smoke alarms cannot be installed based on their listing.

   Exceptions:

1. A listed heat detector may be used in place of a heat alarm, so long as it is interconnected with devices that provide an audible alarm at all sleeping areas.

2. A fire sprinkler associated with an approved automatic sprinkler system that triggers an audible alarm upon activation of the waterflow switch, may be used in place of a heat alarm.

Sec. 6.100.170 – Fire Safety During Construction and Demolition.

Section 3303.5 is amended to read as follows:

3303.5 Fire watch. Where required by the Fire Code Official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for building construction. Fire watch is not intended to facilitate occupancy during ongoing construction in a new building.

Section 3303.7 is added to read as follows:

3303.7 Fire Walls. When firewalls are required in combustible construction, the wall construction shall be completed (with all openings protected) immediately after the building is sufficiently weather protected at the location of the wall(s)**.**

Sec. 6.100.180 – Fire Department Site Access and Water Supply.

Section 3307.1.2 is amended to read as follows:

3307.1.2 Stairways Required. Each level above the first story in multi-story buildings that require two exit stairways shall be provided with at least two usable exit stairways after the floor decking is installed. The stairways shall be continuous and discharge to grade level. Stairways serving more than two floor levels shall be enclosed (with openings adequately protected) after exterior walls/windows are in place. Exit stairs in new and in existing, occupied buildings shall be lighted and maintained clear of debris and construction materials at all times.

> **Exception:** For multi-story buildings, one of the required exit stairs may be obstructed on not more than two contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

Section 3307.1.4 is added to read as follows:

3307.1.4 Required Means of Egress. All buildings under construction shall have at least one unobstructed means of egress. All means of egress shall be identified in the written site safety plan as required by Section 3303.1.

Section 3307.6 is added to read as follows:

3307.6 Fire Department Access Roadways. All construction sites shall be accessible by fire department apparatus by means of roadways having an all-weather driving service of not less than 20ft. of unobstructed width. The roads shall have the ability to withstand the live loads of fire apparatus, and have a minimum 13 ft. 6 in. of vertical clearance. Dead end fire access roads in excess of 150 ft. in length shall be provided with approved turnarounds.

When approved by the Fire Code Official, temporary access roadways may be utilized until such time that the permanent roadways are installed. As a minimum, the roadway shall consist of a compacted subbase and six (6) inches of road base material (Class 2 aggregate base rock) both compacted to a minimum 95% and sealed. The perimeter edges of the roadway shall be contained and delineated by curb and gutter or other approved method. The use of geotextile reinforcing fabric underlayment or soils lime-treatment may be required if so determined by the project civil engineer. Provisions for surface drainage shall also be provided where necessary. The integrity of the roadway shall be maintained at all times.

Sec. 6.100.190 – Completion Before Occupancy.

Section 3313.1 is added to read as follows:

Section 3313.1 Completion Before Occupancy. In buildings where an automatic sprinkler system is required by this Code or the California Building Code, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved.

In new buildings of combustible construction where automatic fire sprinkler systems are required to be installed, the system shall be placed in service as soon as possible. Immediately upon the completion of sprinkler pipe installation on each floor level, the piping shall be hydrostatically tested and inspected. After inspection approval from the Fire Department, each floor level of sprinkler piping shall be connected to the system supply riser and placed into service with all sprinkler heads uncovered. Protective caps may be installed on the active sprinklers during the installation of drywall, texturing and painting, but shall be removed immediately after this work is completed. For system activation notification, an exterior audible waterflow alarm shall be installed and connected to the sprinkler waterflow device prior to installation of the monitoring system.

For buildings equipped with fire sprinkler systems that are undergoing alterations, the sprinkler system(s) shall remain in service at all times except when system modifications are necessary. Fire sprinkler systems undergoing modifications shall be returned to service at the end of each workday unless otherwise approved by the Fire Department. The General contractor or his/her designee shall check the sprinkler control valve(s) at the end of each workday to confirm that the system has been restored to service.

Sec. 6.100.200 – Temporary Heating and Cooking Operations.

Section 4103.1 is amended to read as follows:

4103.1 Portable unvented heaters. Portable unvented fuel-fired heating equipment shall be prohibited in occupancies in Groups A, B, E, I, R-1, R-2, R2.1, R2.2, R-3, R3.1 and R-4 and ambulatory care facilities.

Exceptions:

1. Portable unvented fuel-fired heaters listed and labeled in accordance with UL 647 are permitted to be used in one and two-family dwellings, where operated and maintained in accordance with the manufacturer's instructions.

2. Portable outdoor gas-fired heating appliances in accordance with Section 4103.1.2.

Section 4103.1.2.1.1 is amended to read as follows:

4103.1.2.1.1 Prohibited locations. The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:

1. Inside of any occupancy where connected to the fuel gas container.
2. Inside of tents, canopies and membrane structures.
3. On exterior balconies, and rooftops.

Sec. 6.100.210 – Immersion Heaters.

Section 4106.1 is added to read as follows:

4106.1 Immersion Heaters. All electrical immersion heaters used in dip tanks, sinks, vats and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

Sec. 6.100.220 – Hazardous Materials-General Provisions.

Section 5001.2.2.2 is amended to read as follows:

5001.2.2.2 Health Hazards The material categories listed in this section are classified as health hazards. A material with a primary classification as a health hazard can also pose a physical hazard.

1. Highly toxic and toxic materials.
2. Corrosive materials.
3. Moderately toxic gas.
4. Health hazards - Other.

Section 5002.1 is amended to read as follows:

5002.1 Definitions. The following terms are defined in Chapter 2:

BOILING POINT.
CEILING LIMIT.
CHEMICAL.
CHEMICAL NAME.
CLOSED CONTAINER.
CONTAINER.
CONTROL AREA.
CORROSIVE LIQUIDS.
CYLINDER.
DAY BOX.
DEFLAGRATION.
DESIGN PRESSURE.
DETACHED BUILDING.
DISPENSING.
EXCESS FLOW CONTROL.
EXHAUSTED ENCLOSURE.
EXPLOSION.
FLAMMABLE VAPORS OR FUMES.
GAS CABINET.
GAS ROOM.
HANDLING.
HAZARDOUS MATERIALS.
HEALTH HAZARD.
HEALTH HAZARD – OTHER.
IMMEDIATELY DANGEROUS TO LIFE AND HEALTH (IDLH).
INCOMPATIBLE MATERIALS.
LIQUID.
LOWER EXPLOSIVE LIMIT (LEL).
LOWER FLAMMABLE LIMIT (LFL).
MAXIMUM ALLOWABLE QUANTITY PER CONTROL AREA.
MODERATELY TOXIC GAS.
NORMAL TEMPERATURE AND PRESSURE (NTP).
OUTDOOR CONTROL AREA.
PERMISSIBLE EXPOSURE LIMIT (PEL).
PESTICIDE.
PHYSICAL HAZARD.
PRESSURE VESSEL.
SAFETY CAN.
SAFETY DATA SHEET (SDS).
SECONDARY CONTAINMENT.
SEGREGATED.
SOLID.
SPILL CONTROL.
STORAGE, HAZARDOUS MATERIALS.

SYSTEM.
TANK, ATMOSPHERIC.
TANK, PORTABLE.
TANK, STATIONARY.
TANK VEHICLE.
UNAUTHORIZED DISCHARGE.
USE (MATERIAL).
VAPOR PRESSURE.

Section 5003.1.3.1 is added to read as follows:

5003.1.3.1 Toxic, Highly Toxic, Moderately Toxic Gases and Similarly Used or Handled Materials. The storage, use and handling of toxic, highly toxic and moderately toxic gases in amounts exceeding Table 6004.2.1.4 shall be in accordance with this chapter and Chapter 60. Any toxic, highly toxic or moderately toxic material that is used or handled as a gas or vapor shall be in accordance with the requirements for toxic, highly toxic or moderately toxic gases.

Section 5003.1.5 is added to read as follows:

5003.1.5 Health Hazards - Other. The storage, use and handling of materials classified as other health hazards including carcinogens, irritants and sensitizers in amounts exceeding 810 cubic feet for gases, 55 gallons for liquids and 5,000 pounds for solids shall be in accordance with Section 5003.

Section 5003.1.6 is added to read as follows:

5003.1.6 Additional Spill Control and Secondary Containment Requirements. In addition to the requirements set forth in Section 5004.2. An approved containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature, and pressure (NTP) where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

Section 5003.2.2.1 is amended to read as follows:

5003.2.2.1 Design and Construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials that are compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress, and exposure to which they are subject.

2. Piping and tubing shall be identified in accordance with ASME A13.1 and the Santa Clara County Fire Chiefs Marking Requirements and Guidelines for Hazardous Materials and Hazardous Waste to indicate the material conveyed.

3. Manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing and provided with ready access at the following locations:
    3.1. The point of use.
    3.2. The tank, cylinder or bulk source.

4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be clearly visible, provided with ready access and identified in an approved manner.

5. Backflow prevention or check valves shall be provided where the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.

6. Where gases or liquids having a hazard ranking of:
    Health hazard Class 3 or 4
    Flammability Class 4
    Reactivity Class 4

    in accordance with NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig)(103 Kpa), an approved means of leak detection, emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

    Exceptions:
    1. Piping for inlet connections designed to prevent backflow.
    2. Piping for pressure relief devices.

7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for liquid hazardous materials and for highly toxic and toxic corrosive gases above threshold quantities listed in Table 6004.2.1.4. Secondary containment includes, but is not limited to, double-walled piping.

    Exceptions:
    1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inert materials.
    2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.

8. Expansion chambers shall be provided between valves whenever the regulated gas may be subjected to thermal expansion. Chambers shall be sized to provide protection for piping and instrumentation and to accommodate the expansion of regulated materials.

Section 5003.2.2.2 is amended to read as follows:

5003.2.2.2 Additional Regulation for Supply Piping for Health Hazard Materials. Supply piping and tubing for gases and liquids having a health hazard ranking of 3 or 4 shall be in accordance with ASME B31.3 and the following:

1. Piping and tubing utilized for the transmission of highly toxic, toxic, or highly volatile corrosive liquids and gases shall have welded or brazed connections throughout except for connections within an exhausted enclosure if the material is a gas, or an approved method of drainage or containment is provided for connections if the material is a liquid.

2. Piping and tubing shall not be located within corridors, within any portion of a means of egress required to be enclosed in fire-resistance-rated construction or in concealed spaces in areas not classified as Group H Occupancies.

3. All primary piping for toxic, highly toxic and moderately toxic gases shall pass a helium leak test of 1x10-9 cubic centimeters/second where practical, or shall pass testing in accordance with an approved, nationally recognized standard. Tests shall be conducted by a qualified "third party" not involved with the construction of the piping and control systems.

Exception: Piping and tubing within the space defined by the walls of corridors and the floor or roof above or in concealed spaces above other occupancies where installed in accordance with Section 415.11.7.4 of the *California Building Code* for Group H-5 occupancies.

Section 5003.5.2 is added to read as follows:

5003.5.2 Ventilation Ducting. Ducts venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

Section 5003.5.3 is added to read as follows:

5003.5.3 “H" Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. Flow direction indicators are required.

Section 5003.10.4 is amended to read as follows**:**

5003.10.4 Elevators utilized to transport hazardous materials.

5003.10.4.1 When transporting hazardous materials, elevators shall have no other passengers other than the individual(s) handling the chemical transport cart.

5003.10.4.1.1 When transporting cryogenic or liquefied compressed gases, there shall be no occupants in the elevator.

5003.10.4.2 Hazardous materials liquid containers shall have a maximum capacity of 20 liters (5.28 gal).

5003.10.4.3 Toxic, moderately toxic, and highly-toxic gases shall be limited to a container of a maximum water capacity of 1 pound.

5003.10.4.4 When transporting cryogenic or liquefied compressed gases, means shall be provided to prevent the elevator from being summoned to other floors.

Section 5004.2.1 is amended to read as follows:

5004.2.1 Spill Control for Hazardous Material Liquids. Rooms, buildings or areas used for storage of hazardous material shall be provided with spill control to prevent the flow of liquids to adjoining areas. Floors in indoor locations and similar surfaces in outdoor locations shall be constructed to contain a spill from the largest single vessel by one of the following methods:

1. Liquid-tight sloped or recessed floors in indoor locations or similar areas in outdoor locations.
2. Liquid-tight floors in indoor and outdoor locations or similar areas provided with liquid-tight raised or recessed sills or dikes.
3. Sumps and collection systems
4. Other approved engineered systems.

Except for surfacing, the floors, sills, dikes, sumps and collection systems shall be constructed of noncombustible material, and the liquid-tight seal shall be compatible with the material stored. When liquid-tight sills or dikes are provided, they are not required at perimeter openings having an open-grate trench across the opening that connects to an approved collection system.

Section 5004.2.2.2 is amended to read as follows:

5004.2.2.2 Incompatible Materials. Incompatible materials shall be separated from each other in independent secondary containment systems.

Sec. 6.100.230 – Corrosive Materials.

Section 5402.1 is amended to read as follows:

5402.1 Definition. The following terms are defined in Chapter 2:

CORROSIVE.
CORROSIVE LIQUIDS.

Sec. 6.100.240 – Explosives and Fireworks.

Section 5601.1.3 is amended to read as follows:

5601.1. 3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks, including those fireworks classified as Safe and Sane by the California Office of the State Fire Marshal, are prohibited.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.

2. The use of fireworks for fireworks displays pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and Health and Safety Code Division 11.

Sec. 6.100.250 Flammable and Combustible Liquids.

Section 5704.2.7.5.8 is amended to read as follows:

5704.2.7.5.8 Overfill Prevention. An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfill of all Class I, II and IIIA liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Section 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350.

Exception: Outside aboveground tanks with a capacity of 1320 gallons (5000 L) or less need only comply with Section 5704.2.9.7.5 (Item 1, Sub-item 1.1).

An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

Exception: Outside aboveground tanks with a capacity of 1320 gallons (5000 L) or less need only comply with Section 5704.2.9.7.5 (Item 1, Sub-item 1.1).

Section 5704.2.7.5.9 is added to read as follows:

5704.2.7.5.9 Automatic and/or Remote Filling of Tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with overfill protection, approved by the Fire Code Official that sends an alarm signal to a constantly attended location and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be

tested on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

Sec. 6.100.260 – On-Demand Mobile Fueling Operations.

Section 5707 is amended to read as follows:

5707.3.3 Site plan. A site plan shall be developed for each location or area at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate the following:

1. All buildings and structures.
2. Lot lines or property lines.
3. Electric car chargers.
4. Solar photovoltaic parking lot canopies.
5. Appurtenances on-site and their use or function.
6. All uses adjacent to the lot lines of the site.
7. Fueling locations.
8. Locations of all storm drain openings and adjacent waterways or wetlands.
9. Information regarding slope, natural drainage, curbing and impounding.
10. How a spill will be kept on the site property.
11. Scale of the site plan.

Sec. 6.100.270 – Flammable Gases and Flammable Cryogenic Fluids.

Section 5809.3.4 is amended to read as follows:

5809.3.4 Site plan. For other than emergency roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines and appurtenances on site and their use and function, and the scale of the site plan.

Sec. 6.100.280 – Highly Toxic and Toxic Materials.

Chapter 60 title is amended to read as follows:

CHAPTER 60 HIGHLY TOXIC MATERIAL, TOXIC MATERIALS and MODERATELY TOXIC GASSES

Section 6001.1 is amended to read as follows:

6001.1 Scope. The storage and use of highly toxic and toxic and/or moderately toxic materials shall comply with this Chapter. Compressed gases shall also comply with Chapter 53.

Exceptions:

1. Display and storage in Group M and storage in Group S occupancies complying with Section 5003.11.

2. Conditions involving pesticides or agricultural products as follows:

    2.1 Application and release of pesticide, agricultural products and materials intended for use in weed abatement, erosion control, soil amendment or similar applications when applied in accordance with the manufacturer's instruction and label directions.

    2.2 Transportation of pesticides in compliance with the Federal Hazardous Materials Transportation Act and regulations thereunder.

    2.3 Storage in dwellings or private garages of pesticides registered by the US Environmental Protection Agency to be utilized in and around the home, garden, pool, spa and patio.

Section 6002.1 is amended to read as follows:

6002.1 Definitions.

The following terms are defined in Chapter 2:

CONTAINMENT SYSTEM.

CONTAINMENT VESSEL.

EXCESS FLOW VALVE.

HIGHLY TOXIC.

MODERATELY TOXIC GAS.

OZONE-GAS GENERATOR.

PHYSIOLOGICAL WARNING THRESHOLD.

REDUCED FLOW VALVE.

TOXIC.

Section 6004 title is amended to read as follows:

SECTION 6004 HIGHLY TOXIC, MODERATELY TOXIC, AND TOXIC COMPRESSED GASES

Section 6004.1 is amended to read as follows:

6004.1 General. The storage and use of highly toxic, toxic, and moderately toxic compressed gases shall comply with this section.

6004.1.1 Special limitations for indoor storage and use by occupancy. The indoor storage and use of highly toxic, toxic, and moderately toxic compressed gases in certain occupancies shall be subject to the limitations contained in Sections 6004.1.1.1 through 6004.1.1.3.

6004.1.1.1 Group A, E, I or U occupancies. Moderately toxic, toxic and highly toxic compressed gases shall not be stored or used within Group A, E, I or U occupancies.

Exception: Cylinders not exceeding 20 cubic feet (0.566 m^3) at normal temperature and pressure (NTP) are allowed within gas cabinets or fume hoods.

6004.1.1.2 Group R occupancies. Moderately toxic, toxic, and highly toxic compressed gases shall not be stored or used in Group R occupancies.

6004.1.1.3 Offices, retail sales and classrooms. Moderately toxic, toxic and highly toxic compressed gases shall not be stored or used in offices, retail sales or classroom portions of Group B, F, M or S occupancies.

Exception: In classrooms of Group B occupancies, cylinders with a capacity not exceeding 20 cubic feet (0.566 m3) at NTP are allowed in gas cabinets or fume hoods.

Section 6004.2 is amended to read as follows:

6004.2 Indoor storage and use.
The indoor storage and use of highly toxic, toxic, and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.3.

Section 6004.2.1 is amended to read as follows:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic, and moderately toxic compressed gases shall be as set forth in Sections 6004.2.1.1 through 6004.2.1.4.

Section 6004.2.1.4 is added to read as follows:

6004.2.1.4 Quantities exceeding the minimum threshold quantities but not exceeding the maximum allowable quantities per control area. The indoor storage or use of highly toxic, toxic, and moderately toxic gases in amounts exceeding the minimum threshold quantities per control area set forth in Table 6004.2.1.4 but not exceeding maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.4

Table 6004.2.1.4 is added to read as follows:

Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases for Indoor Storage and Use	
Highly Toxic	20
Toxic	405 cubic feet
Moderately Toxic	405 cubic feet

Section 6004.4 is added to read as follows:

6004.4. General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic, toxic, and moderately toxic compressed gases shall be in accordance with Sections 6004.4 through 6004.4.8.2

6004.4.1 Cylinder and tank location. Cylinders shall be located within gas cabinets, exhausted enclosures or gas rooms. Portable and stationary tanks shall be located within gas rooms or exhausted enclosures.

Exceptions:

1. Where a gas detection system is provided in accordance with 6004.4.8

6004.4.2. Ventilated areas. The room or area in which gas cabinets or exhausted enclosures are located shall be provided with exhaust ventilation. Gas cabinets or exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

6004.4.3. Piping and controls. In addition to the requirements of Section 5003.2.2, piping and controls on stationary tanks, portable tanks, and cylinders shall comply with the following requirements:

1. Stationary tanks, portable tanks, and cylinders in use shall be provided with a means of excess flow control on all tank and cylinder inlet or outlet connections.

Exceptions:

1. Inlet connections designed to prevent backflow.
2. Pressure relief devices.

6004.4.4 Gas rooms. Gas rooms shall comply with Section 5003.8.4 and both of the following requirements:

1. The exhaust ventilation from gas rooms shall be directed to an exhaust system.
2. Gas rooms shall be equipped with an approved automatic sprinkler system. Alternative fire- extinguishing systems shall not be used.

6004.4.5 Treatment systems. The exhaust ventilation from gas cabinets, exhausted enclosures and gas rooms, required in Section 6004.4.1 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Chapter 5 of the California Mechanical Code.

Exceptions:

1. Highly toxic, toxic, and moderately toxic gases—storage. A treatment system is not required for cylinders, containers and tanks in storage where all of the following controls are provided:

    1.1 Valve outlets are equipped with gas- tight outlet plugs or caps.
    1.2 Hand wheel-operated valves have handles secured to prevent movement.
    1.3 Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.

2. Highly toxic, toxic, and moderately toxic gases —use. Treatment systems are not required for highly toxic, toxic, and moderately toxic gases supplied by stationary tanks, portable tanks, or cylinders where a gas detection system complying with Section 6004.4.8 and listed or approved automatic-closing fail- safe valves are provided. The gas detection system shall have a sensing interval not exceeding 5 minutes. Automatic-closing fail- safe valves shall be located immediately adjacent to cylinder valves and shall close when gas is detected at the permissible exposure limit (PEL) by a gas sensor monitoring the exhaust system at the point of discharge from the gas cabinet, exhausted enclosure, ventilated enclosure or gas room.

6004.4.5.1. Design. Treatment systems shall be capable of diluting, adsorbing, absorbing, containing, neutralizing, burning or otherwise processing the contents of the largest single vessel of compressed gas. Where a total containment system is used, the system shall be designed to handle the maximum anticipated pressure of release to the system when it reaches equilibrium.

6004.4.5.2. Performance. Treatment systems shall be designed to reduce the maximum allowable dis- charge concentrations of the gas to one-half immediate by dangerous to life and health (IDLH) at the point of discharge to the atmosphere. Where more than one gas is emitted to the treatment system, the treatment system shall be designed to handle the worst-case release based on the release rate, the quantity and the IDLH for all compressed gases stored or used.

6004.4.5.3. Sizing. Treatment systems shall be sized to process the maximum worst-case release of gas based on the maximum flow rate of release from the largest

vessel utilized. The entire contents of the largest compressed gas vessel shall be considered.

6004.4.5.4 Stationary tanks. Stationary tanks shall be labeled with the maximum rate of release for the compressed gas contained based on valves or fittings that are inserted directly into the tank. Where multiple valves or fittings are provided, the maximum flow rate of release for valves or fittings with the highest flow rate shall be indicated. Where liquefied compressed gases are in contact with valves or fittings, the liquid flow rate shall be utilized for computation purposes. Flow rates indicated on the label shall be converted to cubic feet per minute (cfm/min) (m3/s) of gas at normal temperature and pressure (NTP).

6004.4.5.5 Portable tanks and cylinders. The maximum flow rate of release for portable tanks and cylinders shall be calculated based on the total release from the cylinder or tank within the time specified in Table 6004.2.2.7.5. Where portable tanks or cylinders are equipped with approved excess flow or reduced flow valves, the worst-case release shall be determined by the maximum achievable flow from the valve as determined by the valve manufacturer or compressed gas supplier. Reduced flow and excess flow valves shall be permanently marked by the valve manufacturer to indicate the maximum design flow rate. Such markings shall indicate the flow rate for air under normal temperature and pressure.

6004.4.6. Emergency power. Emergency power shall be provided for the following systems in accordance with Section 1203:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.

6004.4.6.1. Fail-safe systems. Emergency power shall not be required for mechanical exhaust ventilation and treatment systems where approved fail-safe systems are installed and designed to stop gas flow.

6004.4.7. Automatic fire detection system. An approved automatic fire detection system shall be installed in rooms or areas where highly toxic, toxic, and moderately toxic compressed gases are stored or used. Activation of the detection system shall sound a local alarm. The fire detection system shall comply with Section 907.

6004.4.8. Gas detection system. A gas detection system complying with Section 916 shall be provided to detect the presence of gas at or below the PEL or ceiling limit of the gas for which detection is provided.

Exceptions:

1. A gas detection system is not required for toxic and moderately toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.

2. A gas detection system is not required for highly toxic, toxic, and moderately toxic gases where cylinders, portable tanks, and all non-continuously welded connects are within a gas cabinet or exhausted enclosures.

6004.4.8.1. Alarms. The gas detection system shall initiate a local alarm and transmit a signal to an approved location.

6004.4.8.2. Shut off of gas supply. The gas detection system shall automatically close the shut off valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: Automatic shutdown is not required for highly toxic, toxic, and moderately toxic compressed gas systems where all of the following controls are provided:

1. Constantly attended / supervised.
2. Provided with emergency shutoff valves that have ready access.

Sec. 6.100.290 – Pyrophoric Materials.

Section 6405.3.1 is added to read as follows:

6405.3.1 Silane distribution systems automatic shutdown.
Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.

Sec. 6.100.300 – Appendix B-Fire Flow Requirements for Buildings.

Section B105.2 is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

Exceptions: [SFM] Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:

1. California State Parks buildings of an accessory nature (restrooms).

2. Safety roadside rest areas (SRRA), public restrooms.

3. Truck inspection facilities (TIF), CHP office space and vehicle inspection bays.

4. Sand/salt storage buildings, storage of sand and salt.

The maximum fire flow reduction for all commercial buildings greater than 30,000 square feet and residential podium buildings shall not exceed 25 percent of the fire flow specified in Table B105.1(2). The maximum fire flow reduction for all other buildings shall not exceed 50 percent of the fire flow specified in Table B105.1(2).

Sec. 6.100.310 – Appendix C-Fire Hydrant Locations and Distribution.

Section C102.1 is amended to read as follows:

C102.1 Minimum number of fire hydrants for a building. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1, utilizing the base fire flow without fire sprinkler reduction.

Sec. 6.100.320 – Appendix D-Fire Apparatus Access Roads.

Section D103.2 is amended to read as follows:

D103.2 Grade. The maximum grade of a fire department apparatus access road shall not exceed 15-percent, unless approved by the fire code official**.**

Section D103.3 is amended to read as follows:

D103.3 Turning radius. The required turning radius of fire apparatus access roads shall be a minimum of 30 feet inside, and a minimum of 50 feet outside.

Section D103.4 is amended to read as follows:

D103.4 Dead ends. Dead-end fire apparatus access roads and/or driveways in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Santa Clara County Fire Department apparatus access and turnaround standards.

Section D103.6 is amended to read as follows:

D103.6 Signs. Where required by the Fire Code Official, fire apparatus access roads shall be designated and marked as a fire lane as set forth in Section 22500.1 of the California Vehicle Code and the Santa Clara County Fire Department A-6 Standard. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

ARTICLE XI. CALIFORNIA EXISTING BUILDING CODE

Sec. 6.110.010 – Adopted.

The 2024 International Existing Building Code (IEBC), as amended by the State of California Building Standards Commission and known as the 2025 California Existing Building Code (CEBC), California Code of Regulations, Title 24, Part 10, including Chapter 14, Appendices A1, A2, A3, A4, and A5, is adopted by reference.

ARTICLE XII. CALIFORNIA GREEN BUILDING STANDARDS CODE

Sec. 6.120.010. – Adopted.

The 2025 California Green Building Standards Code (CGBSC), California Code of Regulations, Title 24, Part 11, Chapters 1 through 8 only, are adopted by reference and amended as follows.

Sec. 6.120.050 – AC to Heat Pump Reach Code

Section A4.204.1 is adopted and amended to read as follows:

A4.204.1 Energy Efficiency. Alterations to existing residential buildings shall comply with Section~~s~~ A4.204.1.1.

A4.204.1.1 Altered Space-Conditioning System Serving Existing Single-Family Dwelling Units – Mechanical Cooling. When a space-conditioning system serving an existing single-family dwelling unit is altered in climate zones 1 through 14 and 16 by installation or replacement of an air conditioner, the altered system shall comply with either a or b below in addition to the requirements for installation specified by Title 24, Part 6, Sections 150.2(b)1E and 150.2(b)1F:

a. A heat pump shall be the primary heating source and sized according to the system selection requirements specified by Title 24, Part 6 of Section 150.0(h)5. Supplemental heating may be provided by gas furnace or electric resistance heating as specified in Title 24, Part 6, Sections 150.0(h)7 and 150.0(i); or

b. An air conditioner shall meet all the requirements in either subsection I or II below:

   I. Systems with Existing Duct Distribution Systems:

      A. The duct system measured air leakage shall be equal to or less than 10 percent of the system air handler airflow as confirmed through field verification and diagnostic testing, per the requirements in Title 24, Part 6, Reference Residential Appendix Section RA3.1.4.3.1; and

         Exception 1 to A4.204.1.1bIA. If it is not possible to meet the duct sealing requirements, all accessible leaks shall be sealed and verified

through a visual inspection and a smoke test by a certified ECC-Rater utilizing the methods specified in Reference Residential Appendix Section RA3.1.4.3.5.

Exception 2 to A4.204.1.1bIA: Existing duct systems, constructed, insulated or sealed with asbestos.

B. Demonstrate, in every control mode, airflow greater than or equal to 300 CFM per ton of nominal cooling capacity through the return grilles, and an air-handling unit fan efficacy less than or equal to 0.45 W/CFM. The airflow rate and fan efficacy requirements in this section shall be confirmed through field verification and diagnostic testing, following the procedures outlined in Title 24, Part 6, Reference Residential Appendix RA3.3; and

Exception 1 to A4.204.1.1bIB: Systems unable to comply with the minimum airflow rate and system efficacy requirements shall demonstrate compliance by satisfying all of the following:

1. Following the procedures in Section RA3.3.3.1.5;
2. Installing a system thermostat that conforms to the specifications in Section 110.12;
3. For standard ducted systems (without zoning dampers), meet the applicable minimum total return filter grille nominal area requirements in Table 150.0-B or 150.0-C as confirmed by field verification and diagnostic testing in accordance with the procedures in Reference Residential Appendix Sections RA3.1.4.4 and RA3.1.4.5. The design clean-filter pressure drop requirements specified by Section 150.0(m)12D for the system air filter(s) shall conform to the requirements given in Tables 150.0-B and 150.0-C.

Exception 2 to Section A4.204.1.1bIB: Multispeed compressor systems or variable speed compressor systems shall verify air flow (cfm/ton) and fan efficacy (Watt/cfm) for system operation at the maximum compressor speed and the maximum air handler fan speed.

Exception 3 to Section A4.204.1.1bIB: Gas furnace air-handling units manufactured prior to July 3, 2019, shall comply with a fan efficacy value less than or equal to 0.58 W/cfm as confirmed by field verification and diagnostic testing in accordance with the procedures given in Reference Residential Appendix RA3.3.

C. ~~IV.~~ In all climate zones, refrigerant charge verification requirements shall meet the requirements in Title 24, Part 6 Section 150.2(b)1Fiib, including the minimum airflow rate specified in Section 150.2(b)1Fiia; and

D. ~~V.~~ Vented attics shall have insulation installed to achieve a U-factor of 0.020 or insulation installed at the ceiling level shall result in an insulated thermal resistance of R-49 or greater for the insulation

alone; luminaires not rated for insulation contact must be replaced or retrofitted with a fireproof cover that allows for insulation to be installed directly over the cover; and

Exception 1 to Section A4.204.1.1(b)ID: Dwelling units with at least R-38 existing insulation installed at the ceiling level.

Exception 2 to Section A4.204.1.1(b)ID: Dwelling units where the alteration would directly cause the disturbance of asbestos unless the alteration is made in conjunction with asbestos abatement.

Exception 3 to Section A4.204.1.1(b)ID: Dwelling units with knob and tube wiring located in the vented attic.

Exception 4 to Section A4.204.1.1(b)ID: Where the accessible space in the attic is not large enough to accommodate the required R-value, the entire accessible space shall be filled with insulation provided such installation does not violate Section 806.3 of Title 24, Part 2.5.

E. ~~VI.~~ Air seal all accessible areas of the ceiling plane between the attic and the conditioned space including all joints, penetrations and other openings that are potential sources of air leakage by caulking, gasketing, weather-stripping or otherwise sealing to limit infiltration and exfiltration.

Exception 1 to Section A4.204.1.1bIE: Dwelling units with at least R-38 existing insulation installed at the ceiling level.

Exception 2 to Section A4.204.1.1 bIE: Dwelling units where the alteration would directly cause the disturbance of asbestos unless the alteration is made in conjunction with asbestos abatement.

Exception 3 to Section A4.204.1.1bIE: Dwelling units with atmospherically vented space heating or water heating combustion appliances located inside the pressure boundary of the dwelling unit.

II. Entirely New or Complete Replacement Duct Systems:

A. R-8 duct insulation shall be installed for all new ducts located in unconditioned space; and

B. The total duct system measured air leakage shall be equal to or less than 5 percent of the system air handler airflow as confirmed through field verification and diagnostic testing, per the requirements in Title 24, Part 6, Reference Residential Appendix Section RA3.1.4.3.1; and

C. Demonstrate, in every control mode, airflow greater than or equal to 350 CFM per ton of nominal cooling capacity through the return grilles, and an air-handling unit fan efficacy less than or equal to 0.35 W/CFM. The airflow rate and fan efficacy requirements in this section shall be confirmed through field verification and diagnostic testing,

following the procedures outlined in Title 24, Part 6, Reference Residential Appendix RA3.3; and

D. In all climate zones, refrigerant charge verification requirements shall meet the requirements in Title 24, Part 6 Section 150.2(b)1Fiib; and

E. In Climate Zones 1-4, 6, and 8-16 if the air handler and ducts are located within a vented attic, vented attics shall have insulation installed to achieve a U-factor of 0.020 or insulation installed at the ceiling level shall result in an insulated thermal resistance of R-49 or greater for the insulation alone; luminaires not rated for insulation contact must be replaced or retrofitted with a fireproof cover that allows for insulation to be installed directly over the cover; and

Exception 1 to Section A4.204.1.1bIIE: In Climate Zones 1, 3, and 6, dwelling units with at least R-19 existing insulation installed at the ceiling level.

Exception 2 to Section A4.204.1.1bIIE: Dwelling units where the alteration would directly cause the disturbance of asbestos unless the alteration is made in conjunction with asbestos abatement.

Exception 3 to Section A4.204.1.1bIIE: Dwelling units with knob and tube wiring located in the vented attic.

Exception 4 to Section A4.204.1.1bIIE: Where the accessible space in the attic is not large enough to accommodate the required R-value, the entire accessible space shall be filled with insulation provided such installation does not violate Section 806.3 of Title 24, Part 2.5.

F. In Climate Zones 2, 4, and 8-16, air seal all accessible areas of the ceiling plane between the attic and the conditioned space including all joints, penetrations and other openings that are potential sources of air leakage by caulking, gasketing, weather-stripping or otherwise sealing to limit infiltration and exfiltration.

Exception 1 to Section A4.204.1.1bIIF: Dwelling units with at least R-19 existing
insulation installed at the ceiling level.

Exception 2 to Section A4.204.1.1bIIF: Dwelling units where the alteration would directly cause the disturbance of asbestos unless the alteration is made in conjunction with asbestos abatement.

Exception 3 to Section A4.204.1.1bIIF: Dwelling units with atmospherically vented space heating or water heating combustion appliances located inside the pressure boundary of the dwelling unit.

Exception 1 to Section A4.204.1.1: Where the capacity of the existing main electrical service panel is insufficient to supply the electrical capacity of a heat pump and where the existing main electrical service panel is sufficient to supply a new or replacement air

conditioner, as calculated according to the requirements of California Electrical Code Article 220.83 or Article 220.87. Documentation of electrical load calculations in accordance with Article 220 must be submitted to the enforcement agency prior to permitting for both the heat pump and proposed air conditioner.

Exception 2 to Section A4.204.1.1: Where the required capacity of a heat pump to meet the system selection requirements of Section 150.0(h)5 is greater than or equal to 12,000 Btu/h more than the greater of the required capacity of an air conditioner to meet the design cooling load OR the capacity of the existing air conditioner. Documentation of heating and cooling load calculations in accordance with 150.0(h) must be submitted to the enforcement agency prior to permitting for both the heat pump and proposed air conditioner.

ARTICLE XIII. CALIFORNIA REFERENCE STANDARDS CODE

Sec. 6.130.010. – Adopted.

The 2025 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12, is adopted by reference.

ARTICLE XIV. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6.140.010. – Adopted.

The 2024 International Property Maintenance Code, as published by the International Code Council (ICC), is adopted by reference with Section 102.3 is amended to read as follows.

Sec. 6.140.020. – Application of other codes.

Sec. 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, California Mechanical Code, and California Wildland Urban Interface Code. Nothing in this code shall be construed to cancel, modify, or set aside any provisions of the Town of Los Gatos Zoning Code.

ARTICLE XV. – EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

Sec. 6.150.010 – Purpose and intent.

These provisions are intended to establish an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, CA Govt. Code Section 65850.5) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. These provisions are intended to encourage the use of solar systems by removing unreasonable barriers, minimizing costs

to property owners and the Town, and expanding the ability of property owners to install solar energy systems. These provisions allow the Town to achieve these goals while protecting the public health and safety.

Sec. 6.150.020 – Definitions.

The following words, terms, and phrases, when used in this division, shall have the following meanings ascribed to them in this section:

Electronic signature means a digital signature or digital stamp that is issued by a certificate authority approved by the California Secretary of State, and which meets the requirements of Government Code Section 16.5.

Electronic submittal means the utilization of one (1) or more of the following:

1. Email;
2. The Internet;
3. Facsimile.

Reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance means:

2. *For Water Heater Systems or Solar Swimming Pool Heating Systems:* an amount exceeding ten (10) percent of the cost of the system, but in no case more than one thousand dollars ($1,000.00), or decreasing the efficiency of the solar energy system by an amount exceeding ten (10) percent, as originally specified and proposed.
3. *For Photovoltaic Systems:* an amount not to exceed one thousand dollars ($1,000.00) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten (10) percent as originally specified and proposed.

Small residential rooftop solar energy system means all of the following:

1. A solar energy system that is no larger than ten (10) kilowatts alternating current nameplate rating or thirty (30) kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the Town and all state and Town health and safety standards.
3. A solar energy system that is installed on a single or duplex-family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the Town.

Solar Energy System means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

Specific, adverse impact means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Sec. 6.150.030 – Applicability.

(a) These provisions apply to the permitting of all small residential rooftop solar energy systems in the Town.
(b) Small residential rooftop solar energy systems legally established or permitted prior to October 31, 2015, are not subject to the requirements of these provisions unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

Sec. 6.150.040 – Solar energy system requirements.

(a) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the Town.
(b) Solar energy systems for heating water in single-family residences and for heating water in commercial buildings or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
(c) Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

Sec. 6.150.050 – Applications and documents.

(a) All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible Town website.
(b) Electronic submittal of the required permit application and documents by email, or the Internet, shall be made available to all small residential rooftop solar energy system permit applicants.
(c) An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
(d) The Town's Building Division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
(e) The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

(f) All fees prescribed for the permitting of small residential rooftop solar energy system must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

Sec. 6.150.060 – Permit review and inspection requirements.

(a) The Town's Building Division shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The Building Division shall issue a building permit, the issuance of which is nondiscretionary, on the same day for over-the-counter applications or within one (1) to three (3) business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist and standard plan. The Building Official may require an applicant to apply for a minor residential permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the Town Planning Commission.
(b) Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.
(c) If a minor residential permit is required, the Town may deny an application for the minor residential if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the Town Planning Commission.
(d) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
(e) A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the Town on another similarly situated application in a prior successful application for a permit. The Town shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.
(f) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
(g) Only one (1) inspection shall be required and performed by the Town for small residential rooftop solar energy systems eligible for expedited review.
(h) The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two (2) business days of a request and provide a two-hour inspection window.

(i) If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of these provisions.

ARTICLE XVI. BUILDING RELOCATION CODE OF THE TOWN

DIVISION 1. GENERALLY

Sec. 6.160.010. – Title.

This article is the Building Relocation Code of the Town of Los Gatos.

Sec. 6.160.020. – Interference with demolition or removal of building.

It shall be unlawful for any person to interfere with or obstruct the Building Official, any person engaged by the Town, or any representative of any surety, engaged in inspection or in the work of completing, demolishing, or removing any building or structure for which a building relocation permit has been issued under Division 2 of this article, after a default has occurred in timely completion of the work or in the performance of the other terms or conditions of the permit.

DIVISION 2. PERMIT

Sec. 6.160.030 – Required, exceptions.

It shall be unlawful for any person to move any building or structure on any parcel of land in the Town (except a contractor's tool house, construction building or similar structure which is moved as construction work requires) without first obtaining a permit and posting a bond as provided in this article.

Sec. 6.160.040 – Application.

An application for a permit required by the provisions of this division shall be made in writing on the form provided by the Town. The application shall:

(1) Be signed by the permittee or the permittee's authorized agent (who may be required to submit evidence proving authority);
(2) Be accompanied by plans, photographs or other substantiating data as reasonably may be required by the Building Official; and
(3) Contain such information as reasonably may be required by the Building Official in order to carry out the purposes of this chapter.

Sec. 6.160.050 – Review of application, duty of applicant.

The application for a permit required by the provisions of this division, including the plans and other data filed with it, shall be checked by the Building Official, who is

authorized to conduct any investigation in connection therewith may be deemed reasonably necessary. If, when the Building Official has completed such investigation and has notified the applicant that a permit will issue, the applicant fails for a period of sixty (60) days to post the bond and any other instrument required by this division, the application shall become void.

Sec. 6.160.060 – Issuance, fees.

(a) Subject to the requirements contained in this article, if in the judgment of the Building Official the conditions of the building or structure can be effectively and practically repaired or restored to comply with this Code, the Building Official shall issue a permit to the owner of the property where the building or structure is to be located.
(b) A permit fee shall be paid at the time of issuance of the permit. The amount of the fee shall be fixed by resolution of the Town Council.

Sec. 6.160.070 – When issuance prohibited.

The Building Official shall not issue a permit under this division for any building or structure:

(1) Which does not or cannot be repaired or modified to comply with this code, as it presently exists or hereafter may be amended;
(2) Which is so constructed or in such condition as to be a substandard building;
(3) Which is infested with pests or is unsanitary;
(4) Which is so dilapidated, defective, unsightly, or in such a condition of deterioration or disrepair that its relocation at the proposed site would cause appreciable harm to or be materially detrimental to the existing improvements on nearby property;
(5) If the proposed use is prohibited by the zoning ordinance;
(6) If the structure is of a type prohibited at the site of the proposed relocation by this code, or any other statute or ordinance; or
(7) If the structure or site has not received approval as prescribed in sections 29.20.140 through 29.20.155 of the Town Code. The body granting such approval shall first consider and determine that the proposed site and building are compatible in use, size and architecture with other buildings and structures in the area of the proposed relocation.

Sec. 6.160.080 – Conditions of issuance.

In connection with the issuance of any permit under this division, the Building Official or the body granting architecture and site approval or both may attach to the permit such conditions which are necessary to assure compliance with the purposes of this article and the zoning ordinance, and to assure that the building or structure when relocated will be compatible with and not detrimental or injurious to the buildings or structures in the area of the proposed relocation. Such conditions may include, but are not limited to:
(1) A limitation of the period of time required to complete the work of relocation;
(2) Requirements for changes, alterations, additions or repairs;

(3) The providing of all utility services by the time the building relocation is finished;
(4) Provision for any improvement work or dedication provided for by the zoning ordinance;
(5) The applicant's written agreement to indemnify the Town for any and all damages or injury to Town property incurred in the course of the moving, including but not limited to damage or injury to streets, thoroughfares, pavements, curbs, gutters, sidewalks, sewers, public lighting equipment and plants.

Sec. 6.160.090 – Bond required.

(a) As a condition precedent to the issuance of any building relocation permit, the applicant shall post a surety bond, the form of which is subject to approval by the Town Attorney, issued by a surety company conducting business in the State. The penal sum of the bond shall be an amount equal to the estimated cost, plus ten (10) percent, of all the work required to perform the relocation to comply with all of the conditions of the permit. The cost estimate is made by the Building Official.
(b) The applicant, in lieu of posting a surety bond, may deposit with the town an amount equal to the required bond amount, in cash.

Sec. 6.160.100 – Conditions of bond.

A surety bond shall contain, and any deposit shall be subject to, the following conditions:

(1) All work, including performance of conditions of the permit (except for performance of conditions such as street improvements when provision is made in a contract with the Town to do the work at a later time) shall be performed and completed within one hundred twenty (120) days after the date of issuance of the permit. After that time, the permit expires.
(2) The time limit and expiration date of the permit may be extended for good cause after written request of both the principal and the surety. The request may be made either during or after the one-hundred-twenty-day period. If the Building Official decides to grant the request the Building Official shall notify the principal and surety in writing stating the new deadline. The Building Official need not grant the request if the work is not being done continuously and diligently, or if reasonable progress has not been made.
(3) The term of each bond shall begin on the date the bond instrument is delivered to the town and shall end upon the acceptance by the Building Official of performance of all the terms and conditions of the permit as satisfactory and complete.
(4) The Building Official, the surety and their representatives shall have access to the premises to inspect the progress of the work.
(5) Upon default by the principal, the surety shall be required to complete the work and to perform all conditions of the permit. The principal shall give the surety right-of-entry onto the site for those purposes.
(6) In the event of any default in the performance of any term or condition of the permit, or failure to complete the work before the permit expires, the surety or any

person employed or engaged on its behalf, or the building official, or any person employed or engaged on behalf of the Town may go on the premises to complete the required work or to remove or demolish the building or structure, and clear, clean and restore the site.

Sec. 6.160.110 – Default on bond.

(a) If the permittee as principal on the bond defaults in the performance of the conditions required by the permit, or fails to complete the work before the permit expires, the Building Official shall give notice in writing to the principal and the surety, stating the conditions which have not been complied with and the period of time deemed by the Building Official to be reasonably necessary for the completion of the work.
(b) After receipt of the notice, the surety, within the time therein specified, shall finish the work. When the principal has defaulted in any way, the surety, at its option, in lieu of completing the work required, may remove or demolish the building or structure and clear, clean and restore the site.

Sec. 6.160.120 – Bond other than surety bond--Default.

If a deposit has been made as provided in Section 6.140.090, the Building Official shall give notice of default, as provided in section 6.140.110, to the permittee. If the permittee does not perform within the time specified in the notice, the Building Official shall proceed without delay and without further notice or proceeding whatever to use the deposit, or any portion of the deposit necessary to cause the required work to be done by contract or otherwise at the Building Official's discretion, upon the completion of the work. The balance, if any, of the deposit, shall be returned to the depositor or to the depositor's successors or assigns after deducting the cost of the work plus ten (10) percent of the cost, which is an amount to defray the Town's cost in enforcement and administration.

Sec. 6.160.130 – Same--Release.

When a deposit has been made as provided in Section 6.140.090 and all requirements of the permit have been completed, the Building Official shall return the deposit to the depositor or to the depositor's successors or assigns, except any portion thereof that may have been used or deducted as provided in this section.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This Town Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

Section 4. Effect of Ordinance. Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect. However, all prior resolutions, or portions thereof, that are inconsistent with this Ordinance are repealed and of no further force and effect.

Section 5. Effective Date. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on November 4, 2025, and adopted by the following vote as an ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on December 2, 2025, and becomes effective January 1, 2026.

Section 6. Publication. The Town Clerk will publish this ordinance in a newspaper of general circulation within 15 days of its adoption. In lieu of publication of the full text of the ordinance within fifteen (15) days after its adoption, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

Section 7. CEQA. Adoption of this ordinance is not a project subject to CEQA, because it can be seen with certainty that it will not impact the physical environment. (CEQA Guidelines Section 15378.) If adoption of this ordinance were a project, it would be categorically exempt from CEQA as an action by a regulatory agency for the protection of natural resources (CEQA Guidelines Section 15307) and the environment (CEQA Guidelines Section 15308).

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

_____
WENDY WOOD
TOWN CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: _____

From: Navneet Parmar [redacted]
Sent: Tuesday, November 4, 2025 11:59 AM
To: Council <Council@losgatosca.gov>
Subject: Re: No Mandatory Reach Code requirements

[EXTERNAL SENDER]

Dear Mayor and Council,

I write to urge you to approve Item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners. I ask that you please consider:

1. Electrification, and electric service upgrades, that are unrelated to the project at hand only add more costs and delays that homeowners weren't expecting. This could even stop home hardening projects, or other efficiency projects, that would otherwise occur.

2. Delays working with PG&E are often two to three months and can easily add over $50,000 in costs if trenching or coordinating service shutoff is required. This should only occur, when necessary, not just because.

3. Regional and state agencies are already managing the transition of several appliances from gas to electric. This should be best left to those agencies with expertise and the ability to better evaluate how to do so. Los Gatos getting ahead of these timelines will complicate these updates for those who really need it or are ready for it now.

Respectfully, we know REACH codes are an important tool in addressing environmental safety, but they should be implemented when necessary, not in an arbitrary way that increases costs and complicates work for homeowners.

Thank you,

Navneet Parmar

District Chair Los Gatos/Saratoga SILVAR

From: Zan Mendenhall [redacted]
Sent: Tuesday, November 4, 2025 12:35 PM
To: Council <Council@losgatosca.gov>
Subject: VOTE NO ON ELECTRIFICATION REQUIREMENTS

[EXTERNAL SENDER]

Dear Mayor and Council,

I write to urge you to approve Item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners. I ask that you please consider:

1. Electrification, and electric service upgrades, that are unrelated to the project at hand only add more costs and delays that homeowners weren't expecting. This could even stop home hardening projects, or other efficiency projects, that would otherwise occur.
2. Delays working with PG&E are often two to three months and can easily add over $50,000 in costs if trenching or coordinating service shutoff is required. This should only occur, when necessary, not just because.
3. Regional and state agencies are already managing the transition of several appliances from gas to electric. This should be best left to those agencies with expertise and the ability to better evaluate how to do so. Los Gatos getting ahead of these timelines will complicate these updates for those who really need it or are ready for it now.

Respectfully, we know REACH codes are an important tool in addressing environmental safety, but they should be implemented when necessary, not in an arbitrary way that increases costs and complicates work for homeowners.

Thank you,

Zan Mendenhall, BSEE
REALTOR® ABR® SRES® ASP®
[redacted]
CHRISTIE'S
INTERNATIONAL REAL ESTATE
SERENO

This email communication, its contents and attachments may contain confidential and/or legally privileged information which is solely for the use of the intended recipient(s), and the information contained herein shall not be forwarded, copied, printed, or otherwise used without the permission of the sender. Additionally, unauthorized interception, review, dissemination, downloading, or disclosure is strictly prohibited and may violate applicable law, including the Electronic Communications Privacy Act. If you are not the intended recipient, please immediately notify the sender by reply email, delete the communication, and destroy all copies. I have not verified or investigated, nor will I verify or investigate, information supplied by third parties.

From: Ryan Iwanaga [redacted]
Sent: Tuesday, November 4, 2025 12:23 PM
To: Council <Council@losgatosca.gov>
Subject: No Electrification

[EXTERNAL SENDER]

Dear Mayor and Council,

I write to urge you to approve Item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners. I ask that you please consider:

1. Electrification, and electric service upgrades, that are unrelated to the project at hand only add more costs and delays that homeowners weren't expecting. This could even stop home hardening projects, or other efficiency projects, that would otherwise occur.

2. Delays working with PG&E are often two to three months and can easily add over $50,000 in costs if trenching or coordinating service shutoff is required. This should only occur, when necessary, not just because.

3. Regional and state agencies are already managing the transition of several appliances from gas to electric. This should be best left to those agencies with expertise and the ability to better evaluate how to do so. Los Gatos getting ahead of these timelines will complicate these updates for those who really need it or are ready for it now.

Respectfully, we know REACH codes are an important tool in addressing environmental safety, but they should be implemented when necessary, not in an arbitrary way that increases costs and complicates work for homeowners.

Thank you,

Ryan

Ryan Iwanaga
Founder & Chief Experience Officer
[redacted]
CHRISTIE'S
INTERNATIONAL REAL ESTATE
SERENO
Silicon Valley | SF Peninsula | East Bay | Santa Cruz | Tahoe

From: James Endo [redacted]
Sent: Tuesday, November 4, 2025 12:54 PM
To: Council <Council@losgatosca.gov>
Subject: Electrification Mandatory Reach Code Requirements

[EXTERNAL SENDER]

Dear Mayor and Council,

I write to urge you to approve Item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners. I ask that you please consider:

1. Electrification, and electric service upgrades, that are unrelated to the project at hand only add more costs and delays that homeowners weren't expecting. This could even stop home hardening projects, or other efficiency projects, that would otherwise occur.
2. Delays working with PG&E are often two to three months and can easily add over $50,000 in costs if trenching or coordinating service shutoff is required. This should only occur, when necessary, not just because.
3. Regional and state agencies are already managing the transition of several appliances from gas to electric. This should be best left to those agencies with expertise and the ability to better evaluate how to do so. Los Gatos getting ahead of these timelines will complicate these updates for those who really need it or are ready for it now.
4. As an agent that serves this community, I have a client who wanted to sell but could not afford all the costs, time delays, and being forced to do this, that she is postponing her remodeling and selling. This will be a major impediment to homeowners.

Respectfully, we know REACH codes are an important tool in addressing environmental safety, but they should be implemented when necessary, not in an arbitrary way that increases costs and complicates work for homeowners.

Thank you

James Endo
Broker Associate
Keller Williams Bay Area Estates
[redacted]

From: Bina Roy Desai [redacted]
Sent: Tuesday, November 4, 2025 12:43 PM
To: Council <Council@losgatosca.gov>
Subject: Please Vote NO on Mandatory Reach Code Requirements

[EXTERNAL SENDER]

Dear Mayor and Council,

I'm writing to respectfully urge you to approve Item 10 without Mandatory Reach Code requirements. Please Vote NO on Mandatory Reach Code Requirements. These added requirements create unnecessary costs and complications for everyday homeowners…people simply trying to improve or maintain their properties responsibly.

As someone who's been through the process of upgrading electrical service, I can tell you firsthand how difficult and expensive it can be. Just increasing panel space or coordinating an upgrade with PG&E can take months, and that's before you factor in the thousands of dollars for trenching, permits, and required inspections. In some cases, projects are delayed or abandoned entirely because of unexpected electrical upgrade requirements that aren't even related to the original work.

These delays and expenses don't just slow progress; they discourage homeowners from pursuing much-needed safety, hardening, and efficiency projects. What starts as a simple remodel or improvement can easily spiral into a $50,000+ electrical upgrade and months of waiting for PG&E scheduling, something most Bay Area families can't afford or plan for.

Regional and state agencies are already managing the transition to electrification and are better equipped to guide this change thoughtfully and equitably. By moving faster than those agencies, Los Gatos risks creating confusion and hardship for residents who want to comply but simply aren't ready for the financial or logistical burden.

I care deeply about our town's commitment to sustainability and safety… but please, let's do it in a way that supports homeowners, not penalizes them. Electrification should happen when it's necessary and practical, not as a blanket mandate.

Thank you for considering this perspective and for your service to our community.

Warm regards,
Bina Roy Desai ~
[redacted]

From: Carla Yuan [redacted]
Sent: Tuesday, November 4, 2025 3:36 PM
To: Council <Council@losgatosca.gov>
Subject: NO ON ELECTRIFICATION REQUIREMENTS

[EXTERNAL SENDER]

Dear Mayor and Council,

I am writing to respectfully urge your approval of Item 10 **without** mandatory Reach Code requirements. While well-intentioned, these requirements often result in added costs and unnecessary complications for homeowners. Please consider the following:

- **Unrelated electrification and service upgrades** can significantly increase project expenses and timelines, creating unexpected burdens for homeowners. In some cases, these added steps can even discourage important home improvement or safety projects from moving forward.
- **PG&E coordination delays** commonly stretch two to three months, and when trenching or service shutoffs are needed, costs can exceed $50,000. These should be required only when absolutely necessary—not as a blanket rule.
- **Regional and state agencies** are already guiding the transition from gas to electric appliances. Allowing them to manage this process ensures consistency and avoids premature local mandates that could make compliance harder for those who are not yet prepared.

While I fully support efforts to promote environmental responsibility, Reach Codes should be applied **strategically and thoughtfully**, not in ways that unintentionally increase costs or create barriers for homeowners trying to do the right thing.

Thank you for your time and consideration.

Carla Yuan

[redacted]

Carla Yuan, CPA
REALTOR | [redacted]

From: Lisa Smith [redacted]
Sent: Tuesday, November 4, 2025 4:34 PM
To: Council <Council@losgatosca.gov>
Subject: Vote NO on Electrification

[EXTERNAL SENDER]

Dear Mayor and Council,

I write to urge you to approve Item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners. I ask that you please consider:

1. Electrification, and electric service upgrades, that are unrelated to the project at hand only add more costs and delays that homeowners weren't expecting. This could even stop home hardening projects, or other efficiency projects, that would otherwise occur.

2. Delays working with PG&E are often two to three months and can easily add over $50,000 in costs if trenching or coordinating service shutoff is required. This should only occur, when necessary, not just because.

3. Regional and state agencies are already managing the transition of several appliances from gas to electric. This should be best left to those agencies with expertise and the ability to better evaluate how to do so. Los Gatos getting ahead of these timelines will complicate these updates for those who really need it or are ready for it now.

4. Right now there is a HUGE backlog at PG&E. We are adding fuel to a fire. Can you imagine your hot water heater going out, and you have to get an upgrade to your panel before you can get hot water? People will have to wait months for PG&E to catch up. This will be a disaster.

Respectfully, we know REACH codes are an important tool in addressing environmental safety, but they should be implemented when necessary, not in an arbitrary way that increases costs and complicates work for homeowners.

Thank you,

Lisa Smith
Realtor®
[redacted]

BAY AREA ESTATES
KELLERWILLIAMS

#1 REAL ESTATE COMPANY in the country for
Agent Count | Closed Units | Sales Volume
[redacted]

From: Pamela Berg [redacted]
Sent: Tuesday, November 4, 2025 4:52 PM
To: Council <Council@losgatosca.gov>; Pamela Berg [redacted]
Subject: No on Electrification Requirements

[EXTERNAL SENDER]
Dear Mayor & Council,

I urge you to approve item 10 with No Mandatory Reach Code Requirements. These requirements only create unnecessary costs and complications for homeowners, who are already burdened by the high costs of living here in an uncertain environment.

I'm concerned about more costs and delays, and impact home hardening projects.

PG&E is a total pain to deal with already, and this could create more delays and costs.

Los Gatos should not get ahead of the region and state agencies that have more expertise and ability to evaluate this.

Thank you,

Pamela Berg

--
PAMELA BERG
REALTOR® | [redacted]

BAY AREA ESTATES
KELLERWILLIAMS

#1 REAL ESTATE COMPANY in the country for
Agent Count | Closed Units | Sales Volume

[redacted]

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 8

DATE: November 25, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute Agreements for Environmental Consultant Services with David J. Powers and Associates, EMC Planning Group, Inc., and Raney Planning and Management, Inc.**

RECOMMENDATION: Authorize the Town Manager to execute agreements for environmental consultant services with David J. Powers and Associates, EMC Planning Group, Inc., and Raney Planning and Management, Inc.

FISCAL IMPACT:

There is no fiscal impact as the cost for consulting environmental services is paid by the applicant for a development proposal.

STRATEGIC PRIORITY:

This action is not associated with a strategic priority.

BACKGROUND:

The Town's environmental consultants provide services and expertise to support staff in the review of development projects. These services include recommendations on the level of environmental review required for compliance with the California Environmental Quality Act (CEQA) and preparation of the required documentation, including initial studies, exemptions, negative declarations, and environmental impact reports.

On September 8, 2025, the Town issued a Request for Proposals (RFP) for environmental consulting services, with proposals due on October 3, 2025.

PREPARED BY: Alexa Nolder
Administrative Technician

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

DISCUSSION:

Staff sent the RFP to 22 consultants with known qualifications associated with environmental consulting services. Staff received proposals from ten (10) firms. At the conclusion of the RFP review process, staff determined that David J. Powers and Associates (DJP&A), EMC Planning Group, Inc. (EMC), and Raney Planning and Management, Inc. (Raney) provide the best fit, capacity, and professional expertise for environmental consulting services for the Town.

DJP&A has provided environmental planning services for over 50 years. Some past and current clients include the City of Palo Alto and the City of Los Altos.

EMC has been providing environmental review services for 48 years and has served as a consultant to the Town for the past 15 years. EMC has prepared numerous environmental documents for the Town.

Raney has extensive experience preparing environmental documents for agencies within California over the last 26 years. Raney has prepared many environmental documents for the Town over the past 5 years.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to enter into agreements (Attachments 1, 2, and 3) with DJP&A, EMC, and Raney for the reasons stated in this report.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Draft DJP&A Agreement with Exhibit A - Proposal
2. Draft EMC Agreement, with Exhibit A - Proposal
3. Draft Raney Agreement with Exhibit A - Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and David J. Powers & Associates, Inc. ("Consultant"), identified as a C Corporation and whose address is 1871 The Alameda, Suite 200, San Jose, CA 95126. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desire to engage Consultant to conduct environmental assessments and prepare environmental documents for Town projects.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on October 3, 2025, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect from January 1, 2026, to December 31, 2030. Consultant shall perform the services described in this agreement as follows: Environmental Consulting Services.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Prior to the Town authorizing the preparation of an Initial Study, the Community Development Director will send the consultant an "Authorization to Proceed" letter. The Consultant shall sign the authorization and return it to the Town. Upon receipt of this letter, the Town of Los Gatos shall compensate the firm on the following basis:

a. Cost for the preparation of an Initial Study, Negative or Mitigated Negative Declaration, and/or Mitigation Monitoring Plan shall be determined by a scope of work developed by the Consultant. This shall include attendance at the meetings noted above, the specified number of draft, final, and electronic file copies, and follow up clarification letters or documentation regarding the preparation of these documents.

b. Costs incurred by the consultant for additional tasks beyond the scope of work of the original Initial Study or Negative or Mitigated Declaration that are not specifically required to clarify information within the documents or clarify issues relating to the preparation of the environmental assessment shall be authorized by the Town prior to the preparation of the analysis or supplementary documents.

c. Cost for the preparation for an EIR shall be determined by a scope of work developed by the Consultant on a project specific basis. The full cost of preparing the EIR shall be borne by the project applicant.

d. Cost for preparation of special studies or reports shall be based on a scope of work developed by the Consultant on a project specific basis.

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

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

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

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

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

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

Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant indemnify the Town its elected and appointed officials, 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 any act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

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

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

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than thirty (30) days written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

Town of Los Gatos
Attn: Joel Paulson
Community Development Director
110 E. Main Street
Los Gatos, CA 95030

David J. Powers & Associates, Inc.
Attn: Shannon George
1871 The Alameda, Ste 200
San Jose, CA 95126

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

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

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

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

Town of Los Gatos by:

Chris Constantin, Town Manager Date

Recommended by:

Joel Paulson, Community Development Director Date

Approved as to Form:

Gabrielle Whelan, Town Attorney Date

Attest:

Wendy Wood, CMC, Town Clerk Date

Consultant, by:

Shannon George November 19, 2025

Shannon George, Vice President/ Principal Project Manager
David J. Powers & Associates, Inc. Date

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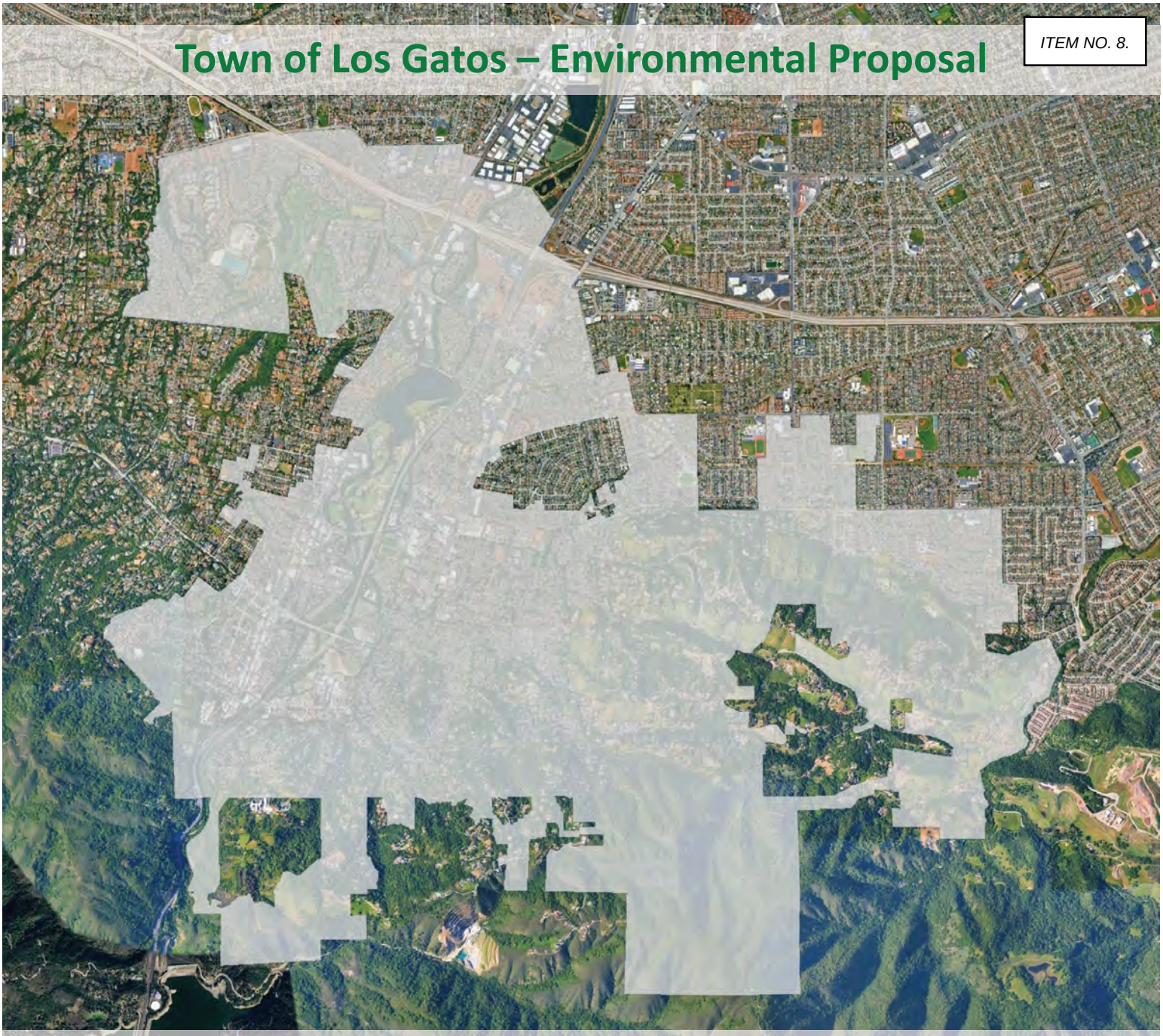
Town of Los Gatos – Environmental Proposal



Submitted by

DAVID J. POWERS & ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

Submitted to

TOWN OF LOS GATOS
INCORPORATED 1887

October 2, 2025

EXHIBIT A

David J. Powers & Associates, Inc.

Table of Contents

Cover Letter 1
Certification Forms 3
Review of Scope of Services 7
Experience and Expertise 10
Qualifications of Key Personnel 4
Timeline 10
Samples 13
Disclosure of Litigation/Discipline 14
References 17
Insurance Coverage 20
Preliminary Fee Schedule 22

Attachment A - Resumes

David J. Powers & Associates, Inc.

Cover Letter

October 2, 2025

Town of Los Gatos
Community Development Department
110 E. Main Street
Los Gatos, CA 95030

Sent to: Planning@losgatosca.gov

RE: Town of Los Gatos – Environmental Proposal

Dear Community Development Department:

David J. Powers & Associates, Inc. (DJP&A) is excited to have the opportunity to provide Environmental Consultant Services to the Town of Los Gatos. At DJP&A, our team specializes in preparing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)-compliant documents and takes pride in providing environmental review that is clear, succinct, and defensible. At DJP&A, we believe ***Quality Environmental Review Makes a Difference***.

DJP&A has provided professional consulting services to public agencies and private developers in all areas of environmental planning since 1972. Throughout our 50+ years of business, we have developed an effective, time-tested approach to project management, and efficient quality control and quality assurance processes. Our extensive experience includes environmental review of:

- General Plans, Specific Plans, Precise Plans, Master Plans, and municipal ordinances;
- Mixed-use developments and intensification and redevelopment projects;
- Parks, trails, and public facilities (including schools, universities, health facilities, and community centers);
- Climate Action Plans and Greenhouse Gas Reduction Plans; and
- A wide range of infrastructure and transportation projects.

We successfully provide environmental/CEQA consulting services to a large number of jurisdictions, including most within Santa Clara County. Our key staff for this on-call include three capable Project Managers and two experienced Principal Project Managers, each bringing a wealth of experience and expertise to the table.

The Town's draft Consultant Services Agreement, Attachment 5, is acceptable and we do not request any changes or exceptions to the agreement.

We appreciate the Town's consideration of our firm, and we hope to be of service to the Town in the future.

Best,

Shannon George

Shannon George
Vice President/Principal Project Manager
(408) 454.3402
sgeorge@davidjpowers.com

David J. Powers & Associates, Inc.

Certification Forms

The required certification forms are attached.

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I/We David J. Powers & Associates (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract.

DJP&A has no relatinships with the Town of Los Gatos that would have an impact on the outcome of the contract.

I/We David J. Powers & Associates (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract.

DJP&A is not aware of any clients that would have an interest in the outcome of this contract.

Pursuant to Government Code section 1090 and any other laws, rules, and regulations that may apply, the Proposer covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

ATTACHMENT 2 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I am the Vice President [Insert Title] of David J. Powers & Associates,[Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10.01.2025[date], at San Jose [city], CA [state].

By: Shannon George

Name: Shannon George

Title: Vice President

ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

David J. Powers & Associates

Name of Proposer (Person, Firm, or Corporation)

Shannon George

Signature of Proposer's Authorized Representative

Vice President and Principal Project Manager

Name & Title of Authorized Representative

October 1, 2025

Date of Signing

David J. Powers & Associates, Inc.

Review of Scope of Services

Understanding of Scope of Services

We understand that the Town is seeking up to two qualified consultants to provide environmental consulting services. We understand that, as projects arise, the Town would contact on-call consultants to request a scope of services. While the bulk of our work on a project is typically preparing the environmental review document, we also support staff by coordinating with responsible and trustee agencies and stakeholders regarding the environmental review process, prepare necessary notices, preparing and presenting at meetings and hearings, and responding to comments. We also provide overall project management of the environmental review process. Our staff are excellent communicators and will provide the Town with regular status updates and bring up any issues as soon as possible. Examples of the type of environmental documents we could prepare under this on-call agreement include:

- Categorical Exemptions (CE) and Statutory Exemptions (AB 130)
- Addenda and Consistency Checklists
- Initial Study/Negative Declarations (IS/ND)
- Initial Study/Mitigated Negative Declarations (IS/MND)
- Section 15183 Community Plan Exemptions
- Environmental Impact Reports (EIR)
- Mitigation Monitoring and Reporting Programs (MMRP)
- Required notices (e.g., Notice of Intent, Notice of Preparation, Notice of Availability, Notice of Completion, Notice of Determination, Notice of Exemption)

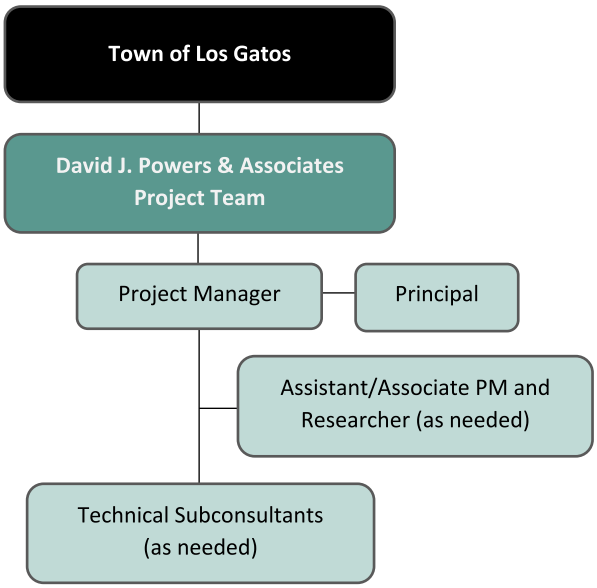
In preparing the necessary environmental documents for the Town, we understand our scope of services could include the following tasks, for which, DJP&A has the expertise and qualifications to support:

- Reviewing project application materials, relevant Town policy documents and regulations, related environmental documents, and applicant-prepared technical documents
- Providing input and technical advice on the format, scope, content, and processing of CEQA documents
- Preparing necessary CEQA notices (including the Notice of Determination) and coordinating with the Town for their proper posting and filing
- Preparing drafts and finals of necessary CEQA documents (including coordinating necessary review, developing project alternatives, evaluating impacts, and identifying mitigation measures)
- Filing CEQA documents with the State Clearinghouse and the Santa Clara County Clerk-Recorder Office on behalf of the Town

- Completing necessary technical reports to support the environmental review (including pe reviews)
- Maintaining project schedules and budgets
- Supporting the Town with preparing notices for tribal consultation under Senate Bill 18 and Assembly Bill 52 and participating in meetings to support staff, if needed[1]
- Drafting materials associated with CEQA document certification or adoption (e.g., Mitigation Monitoring and Reporting Programs, Findings of Fact, and Statement of Overriding Considerations[2])
- Compiling, annotating, and preparing Responses to Comments received during the public comment period
- Providing physical and electronic copies of finalized documents for the Town's administrative files and posting on the Town's website
- Attending meetings (such as EIR scoping meetings and public hearings) and conference calls with Town staff during the CEQA process

DJP&A Approach and Methodology

Upon receipt of each Request for Proposal (RFP) from the Town, DJP&A will assign a dedicated Project Manager and Principal. The Project Manager and Principal will then meet internally to review the RFP and any available documents on the project (e.g., project plans and available technical reports) and contact the Town to ask any clarifying questions to determine the appropriate level of CEQA review (including streamlining opportunities) and necessary technical studies. After reviewing the available information and checking in with the Town. DJP&A will prepare a scope of work, budget, and schedule describing the proposed approach and submit it to the Town for review and consideration.



The dedicated DJP&A Project Manager is involved with all aspects of that project and is the main point of contact for the Town. The Project Manager is directly responsible for daily project coordination and administration, maintaining close communication with the Town, gathering and compiling project and site information, managing subconsultants, and preparing the environmental document. The Principal-in-Charge of the project provides guidance and oversight and is responsible for the quality control/assurance of the environmental document and process. The Project Manager may be supported by an Assistant/Associate Project Manager, Researcher, or additional in-house staff, as needed.

[1] DJP&A can draft letters for tribal consultation but the final letters should be on Town letterhead since consultation is a government "agency to agency" process.

[2] Although we are not attorneys and do not prepare legal findings, DJP&A can assist Town Staff and the Town Attorney in compiling information from an Environmental Impact Report for findings required under CEQA Guidelines Section 15091.

DJP&A teams with subconsultant technical specialists to provide the exact data and analysis that is required for each project. We select the best subconsultant for each job, based on their familiarity with the project location and the specific issues that are pertinent to that project. We have worked closely with many of our subconsultants for over 30 years and they act as an extension of our firm. We feel this approach provides the highest quality of work and reduces overhead costs.

Our project and schedule management techniques include: 1) setting appropriate expectations at the beginning of the project; 2) attending project kick-off meetings and mapping out the project schedule; 3) maintaining regular communication with the Town and technical subconsultants via phone, email, and meetings; and 4) bringing any potential schedule problems to the Town's attention as soon as possible.

Assisting the Town with coordinating with stakeholders, local and federal agencies, and the community is also a component of our environmental consulting services. DJP&A can assist the Town with necessary and desired management related to the environmental review process. For example, DJP&A can support the Town by:

- Attending community meetings and scoping meetings prior to or at the onset of the environmental review process
- Attending stakeholder, focused group, and/or community meetings during the circulation of the environmental review document
- Attending public hearings after the circulation period

DJP&A can prepare presentation materials, present at meetings and hearings, and answer questions about the environmental review process and analysis during the outreach process. DJP&A will listen carefully to environmental concerns raised and assist the Town to respond to/address them accordingly.

David J. Powers & Associates, Inc.

Experience and Expertise

Firm Profile

DJP&A has proudly provided professional consulting services to public agencies and private developers in all areas of environmental planning since 1972. Throughout our 53 years of business, our firm has become known for preparing clear, easy to understand documents that are legally defensible and informative to both the lead agency and public. Our staff has been acknowledged for being experts in the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). We have even been recognized by the Association of Environmental Processional for providing 50 years of quality environmental review.

DJP&A's John Hesler, Shannon George, and Natalie Noyes (L-R) accepting the 2023 AEP Certificate of Achievement for the Company's 50 years of quality environmental review.

DJP&A is a privately held/employee-owned California Corporation registered with the California Secretary of State and in good standing. DJP&A is a California-certified Minority Women-Owned Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE), a Santa Clara Valley Transportation Authority certified Small Business Enterprise (SBE), and a Santa Clara County certified Green Business.

Firm Qualifications

Through the cumulative experience of our professional staff, DJP&A possesses a substantial knowledge base of CEQA and NEPA that provides our clients with objective and thorough research, analysis, and service. We ensure that all CEQA documents we complete are consistent with relevant case law and address agency adopted policies and plans. We monitor regulatory agency policies to stay updated on changes to regulatory settings, including those of the Bay Area Air District, San Francisco Bay Regional Water Quality Control Board, and state and federal agencies.

In addition, our staff members keep up to date on issues with our monthly in-house trainings, as well as external trainings hosted by the Association of Environmental Professionals, American Planning Association, State Office of Land Use and Climate Innovation, United States Department of Housing and Urban Development, Continuing Education of the Bar, and other notable groups and experts in the field. Through this experience, we are well versed on the criteria necessary for legally defensible documents.

DJP&A is frequently selected for complex projects with difficult technical issues and critical time schedules because of our reputation for strong project management and control of the

environmental review process. We work closely with lead agency staff, including their legal representatives, to ensure that each environmental document is legally defensible. Our goal is to create a comprehensive environmental document that not only helps decision makers make effective policy, but also helps members of the public understand the environmental issues related to a proposed project. With our experience in Santa Clara County, the larger San Francisco Bay Area, and our command of the environmental review process, DJP&A offers an unparalleled quality of environmental consulting services.

Our extensive and diverse experience includes environmental review for General Plan Updates, Specific Plans, General Plan amendments, industrial, transportation, infrastructure, institutional, public facilities, commercial, residential, recreational, and mixed-use projects. Our clients include local city and county governments, Caltrans, Federal Highway and Federal Transit Administration, and numerous school districts. Furthermore, DJP&A has a long history of providing on-call environmental review services for public agencies. DJP&A is currently under contract for on-call services with the following public agencies:

- City of Alameda
- City of Burlingame
- City of Cupertino Public Works Department
- City of Gilroy Community Development Department
- City of Hayward
- City of Los Altos
- City of Palo Alto
- City of Redwood City
- City of San José Environmental Services Department
- City of San José Housing Department
- City of San José Mineta International Airport
- City of San José Planning Department
- City of San José Public Works Department
- City of San Mateo
- City of Sunnyvale
- County of San Mateo Public Works Department
- County of Santa Clara Housing Authority
- County of Santa Clara Parks & Rec. Department
- County of Santa Clara Roads & Airports Department
- Santa Clara Unified School District
- Santa Clara Valley Transportation Authority

Relevant Projects

Los Altos Library Courtyard Project, Los Altos

Description of Services: DJP&A prepared a Categorical Exemption memorandum to support a Notice of Exemption for the Los Altos Library Courtyard project. The project would remove the existing trellis, patio, and pedestrian pathway located directly north of the existing Los Altos Library and construct an approximately 8,265 square-foot outdoor courtyard. DJP&A determined the project is eligible for a Categorical Exemption under CEQA Guidelines Section 15031 Existing Facilities (Class 1) and CEQA Guidelines Section 15303 New Construction or Conversion of Small Structures (Class 3). The project also did not meet any of the exceptions to a Categorical Exemption identified in CEQA Guidelines Section 15300.2.

Client Name and Contact:

City of Los Altos

Stephanie Williams, Deputy Director

Time Period for Work: March 2024 to February 2025

Contract Amount: $60,117

330 Distel Circle Residential Project, Los Altos

Description of Services: DJP&A prepared an Initial Study and Environmental Assessment pursuant to CEQA and NEPA for the affordable housing project. DJP&A was initially tasked with preparing an Initial Study that supported a Mitigated Negative Declaration. Ultimately, DJP&A was able to use the Initial Study to demonstrate that the project qualifies for a Categorical Exemption under CEQA. The 330 Distel Circle Residential project proposed to demolish the existing 12,120 square foot office building, associated surface parking, and landscaping on-site in order to construct a new, five-story apartment building (100 percent affordable) totaling approximately 116,040 square feet.

Client Name and Contact:

City of Los Altos

Stephanie Williams, Deputy Director

Time Period for Work: October 2021 to September 2022

Contract Amount: $130,641

996 Loraine Avenue Mixed-Use Project, Los Altos

DJP&A prepared and circulated an Initial Study for the proposed 996 Loraine Avenue Mixed-Use project in the summer of 2025. During circulation of the Initial Study, Assembly Bill (AB) 130 was signed into law, exempting qualifying housing projects from the provisions of CEQA. DJP&A assisted the City with preparing an AB 130 Statutory Exemption Qualification Memo for the project to provide substantial evidence documenting that the project meets the conditions and requirements for a statutory exemption pursuant to AB 130. The project is expected to go to hearing in November 2025.

Client Name and Contact:

City of Los Altos

Stephanie Williams, Deputy Director

Time Period for Work: October 2023 to Present

Contract Amount: $67,905

22200 Mt. Eden Road Builders Remedy Residential Project, Saratoga

DJP&A is preparing an Initial Study/MND for the proposed 22000 Mt. Eden Road Residential Project. The project would construct five single-family houses and one, low income, two-unit duplex on a 5.34-acre site in the City of Saratoga within the Hillside Specific Plan area. The project site is designated Hillside Open Space in the General Plan and is zoned for Hillside Residential. Based on these designations, the site would be allowed a maximum development density of one dwelling unit per 20 acres. The project would utilize the builder's remedy process to allow for the proposed residential density without amending the General Plan designation.

Client Name and Contact:

City of Saratoga

Brian Swanson, Community Development Director

Time Period for Work: April 2025 to Present

Contract Amount: $151,256

Appian Way Subdivision, Union City

DJP&A is preparing a CEQA Compliance Checklist for the Appian Way Subdivision project in accordance with CEQA Guidelines Section 15168(c) and 15183, with the intent to tier from the 2040 Union City General Plan Update Final EIR. The checklist will document whether the project would result in any new project – or parcel-specific significant effects that are peculiar to the proposed project or its site such that the prior General Plan EIR's analysis would be inadequate. The Checklist would rely on uniformly applicable development policies or standards in order to support an exemption under CEQA Guidelines Section 15183. The project would subdivide 97.83 acres into 80 residential lots in the hillside area of Union City. The project site is located in a High Fire Hazard Severity Zone in a Local Responsibility Area. DJP&A is scoped to prepare an evacuation analysis pursuant to the State Attorney General's guidance on evacuation analyses for CEQA.

Client Name and Contact:

City of Union City

Derek Farmer, Planning Manager

Time Period for Work: April 2025 to Present

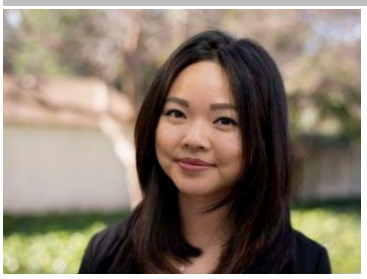
Contract Amount: $251,860

David J. Powers & Associates, Inc.

Qualifications of Key Personnel

We have assembled a team of in-house CEQA experts supported by highly qualified subconsultants with proven experience providing quality environmental review in cities similar to Los Gatos. A brief description of key DJP&A staff by role and their experience are provided below, with full resumes provided in Appendix A. In addition to the key staff identified below, DJP&A has additional in-house staff (including additional Project Managers, Principals, and Assistant Project Managers) we can add to meet the needs of this on-call agreement.

DJP&A's Key Project Managers



Fiona Phung is a Project Manager and has been with DJP&A for 10 years. She has prepared numerous CEQA/NEPA environmental review documents for projects across the Bay Area. Ms. Phung has CEQA compliance experience with typical development, such as commercial and mixed-use, along with Specific Plans. She also has extensive experience preparing analyses for historic resource impacts in CEQA environmental documents. Ms. Phung is meticulous about her work with an eye for detail. With her organizational skills and thoroughness, she is an asset for complex projects.

Natalie Noyes is a Senior Project Manager for the company with 18 years of experience preparing environmental resource studies and planning documents for private and public sector clients. Her project experience includes mixed-use, residential, infrastructure projects, parks and Specific and General Plans throughout California. She has extensive experience with permitting and agency coordination at the federal, state, and local levels. Ms. Noyes is skilled in managing complex projects and proactively addressing community concerns in environmental documents.

Patrick Kallas is a Project Manager for DJP&A with six years of experience in managing a wide variety of projects, including residential developments, commercial towers, mixed-use development, and hotels. Mr. Kallas has experience with CEQA/NEPA document preparation including CEs, Initial Studies, EIRs, and EAs. He also has experience with Builders Remedy Projects and other streamlining. His educational background, professional experience as an environmental planner, and dedication to thorough environmental analysis make him an asset to DJP&A.

DJP&A's Key Principals

Akoni Danielsen is the President and a Principal Project Manager with over 28 years of experience in planning and preparing environmental documents. Prior to joining DJP&A in 2010, he worked for the City of San José as a Principal Planner. During his time as a Principal Planner at the City of San José, Mr. Danielsen managed multiple Planning Division development work programs and coordinated with all City departments on CEQA and NEPA processes and procedures. Mr. Danielsen stays current on new legislation and court cases to effectively advise lead agency clients on CEQA compliance and best management practices.

Shannon George is a Vice-President and Principal Project Manager for the company. She has over 26 years of experience in preparing environmental documents for a wide range of public and private projects. Her project experience includes CEQA and NEPA review of residential, commercial, mixed-use development, General Plan Amendments, area plans, and projects focusing on cultural resources and historic buildings, and program planning projects. Ms. Geroge is also DJP&A's lead Principal for projects involving historic resources. She has overseen several projects that involved impacts to a historic corridor or a historic resource in other jurisdictions.

Technical Subconsultants

DJP&A could include the below subconsultants, which are organized by environmental resource areas, to complete necessary technical analyses. DJP&A has partnered with these subconsultants for decades, fostering seamless working relationships that make them an extension of our own team. Full resumes for key technical subconsultant staff can be provided upon request.

DJP&A Key Technical Subconsultants by Resource Area

Air Quality, Greenhouse Gas Emissions, Noise and Vibration

Illingworth & Rodkin (I&R) provides environmental air quality studies and also specializes in the quantification of greenhouse gas emissions. Through years of conducting air quality studies for local, state and federal agencies, I&R has considerable experience dealing with both the technical and policy issues of development projects. Air quality and greenhouse gas emissions analyses and technical studies prepared by I&R have supported hundreds of development projects throughout the Bay Area. I&R also specializes in the assessment and control of environmental noise. I&R has completed more than 2,500 projects involving environmental noise, transportation noise studies, industrial noise control, and building acoustics. I&R combines a strong theoretical and a thorough empirical approach to noise and vibration studies. I&R effectively balances the use of the newest technologies with "being on the ground" to provide a comprehensive environmental noise assessment. Key staff at I&R are:

- *James Reyff* is a Principal with I&R and has over 35 years of experience in the field of meteorology and acoustics. His expertise includes meteorology, air quality emissions estimation, transportation/land use air quality studies, air quality field studies, greenhouse gas studies and environmental noise studies. Mr. Reyff has prepared Air Quality Technical Reports for 300 land use development projects. These projects included microscale analyses, calculation of project emissions (e.g., ozone precursor pollutants, fine particulate matter, diesel particulate matter, and greenhouse gases), health risk assessments, and preparation of air quality conformity determinations.
- *Michael Thill* is a Principal with I&R and has over 27 years of professional experience in the field of acoustics. His expertise includes performing field research, analyzing data, and noise modeling. Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments as well as for numerous General Plan Updates.

Biological Resources

H.T. Harvey & Associates (HTH) has highly trained ecologists and professionals that have delivered exceptional consulting services to public agencies, private entities, and nonprofit organizations since 1970. The expertise of their staff encompasses a wide range of biological and design disciplines required to perform high-quality work on ecological projects. They apply their expertise in wildlife ecology, plant ecology, restoration ecology, fish and aquatic ecology, and landscape architecture in pursuit of their mission to create ecologically sound solutions to their clients' complex natural resource challenges. Their senior scientists average 25 years of experience in their respective disciplines, and many are recognized leaders in their fields. Collectively, they have published more than 500 peer-reviewed scientific research papers on a variety of subjects. They have successfully completed thousands of projects for their clients. Key staff at HTH are:

- *Kelly Hardwicke, PhD*, is a Principal in the plant and wetland ecology group at HTH. Dr. Hardwicke has more than two decades of experience characterizing plants in salt marsh, riparian, Mojavean scrub, chaparral, annual grassland, and vernal pool plant communities. She addresses plant and wetlands-related regulatory issues, prepares CEQA documents, and coordinates regulatory agency permitting for complex projects. Dr. Hardwicke performs wetland delineations and designs, manages, and performs large-scale protocol-level and rare plant surveys in a range of habitats. One of her strengths is her ability to communicate clearly with project engineers and to relay pertinent permitting-related information to regulatory agencies.
- *Steve Rottenborn, PhD*, is a Vice-President for HTH and a Principal in the wildlife ecology group at HTH. Dr. Rottenborn specializes in resolving issues related to special-status wildlife species and in meeting the wildlife-related requirements of federal and state environmental laws and regulations. He has contributed to more than 2,500 projects involving wildlife impact assessment, NEPA/CEQA documentation, biological constraints analysis, endangered species issues (including California and Federal Endangered Species Act consultations), permitting, and restoration. He has conducted surveys for a variety of wildlife taxa, including a number of threatened and endangered species, and contributes to the design of habitat restoration and monitoring plans.

WRA has provided professional ecological consulting services for over 40 years as biological resources, CEQA, and NEPA consultants. WRA scientists have expertise ranging from wildlife and plant ecology to rare and special status species as well as protected and regulated habitats. WRA is experienced in navigating the permitting and other regulatory processes required by city, county, state, and federal agencies with jurisdiction in California. Key staff at LOA are:

- *Matt Osowski,* is a Senior Regulatory Permitting Specialist with over 27 years of experience as a biological resources specialist. He manages projects with natural resource challenges, pursuing authorizations for regulated species and habitats in California. Matt leads projects where remediation or other regulatory requirements result in unavoidable impacts to wetlands, sensitive habitats, and special-status species. He negotiates with multiple agencies on behalf of project stakeholders. He also performs biological resource surveys, rare plant surveys, and wetland delineations in his project work.
- *Justin Semion, MBA, PWS,* is a Principal-in-Charge for WRA with over 26 years of experience supporting biological resource projects. Justin has led hundreds of projects involving CEQA/NEPA compliance, regulatory permitting, habitat restoration and management, and ecological assessments. His scientific expertise spans wetlands, eelgrass and estuarine habitats, fisheries ecology, wildlife corridors, and rare species evaluations. He also advises on project risk, stakeholder engagement, and environmental metrics to support sound financial and regulatory decisions. With a background in environmental science and business management, he brings a unique ability to integrate environmental and social considerations into strategic decision-making.

Cultural Resources

Archaeological/Historical Consultants (A/HC) is a cultural resources management firm serving the San Francisco Bay Area and surrounding counties. Since 1976, A/HC has helped public agencies, planners, developers, homeowners, and law firms meet their project goals while complying with CEQA and the National Historic Preservation Act Section 106 regulations. Their services include archaeological studies, architectural history studies, historic context development, public interpretation, and mitigation planning. A/HC's forensic historical research practice has given the team a strong grounding in the history of technology and corporate histories by developing expertise in industrial processes responsible for soil and groundwater pollution. Key staff at A/HC are:

- *Daniel Shoup, RPA, PhD,* is a Principal at AH/C with over 27 years of experience in both the archaeological and historical aspects of California cultural resources work. He has managed archaeological surveys, monitoring, and mitigation excavations; recorded historic structures; and carried out forensic historical research for a wide range of projects around the Bay Area. Dr. Shoup has a record of productive collaboration with local, state, and Federal agency staff. He is familiar with recent developments in CEQA, including AB 52 tribal consultation, and with the application of Section 106 of the National Historic Preservation Act. He has also managed Native American and historical society consultation for dozens of projects. Dr. Shoup is a Registered Professional Archaeologist and meets the

qualifications for a Secretary of the Interior's Standard and Guidelines for Archaeology, Historic Archaeology, and History.

- *Molly Fierer-Donaldson, RPA, PhD,* is Senior Archaeologist with over 20 years of experience in archaeological and cultural resources management with six of those years in California. Dr. Fierer-Donaldson has prepared hundreds of CEQA and NEPA documents, including archaeological surveys, archaeological sensitivity assessments, excavation monitoring, testing, burial recovery, and historic architectural evaluations throughout the San Francisco Bay Area. Her experience includes work for numerous local agencies, including Caltrans Offices of Local Assistance and Cultural Resources Studies, the Santa Clara and Contra Costa County Housing Authorities, HUD, USACE, and on infill and road projects. Dr. Fierer-Donaldson is a Registered Professional Archaeologist and meets the qualifications for a Secretary of the Interior's Standard and Guidelines for Archaeology and Historic Archaeology.

Historic Resources

PAGE&TURNBULL **Page & Turnbull** has led architecture, preservation, and planning projects for civic, cultural, educational, and commercial clients for over 50 years. Their work has impacted some of California's most significant buildings; and, more importantly, their projects have made a difference in people's lives. Key staff at Page & Turnbull are:

- *Christina Dikas Brobst* is an Architectural Historian and Principal of Page & Turnbull's Cultural Resources Planning Studio. With her extensive expertise in surveying, researching, and evaluating historic properties, Ms. Dikas stands out for her exceptional communication skills and keen sensitivity to clients' needs, prioritizing flexibility and open dialogue. In her work, she values the sense of place, historical perspective, and sustainability inherent in cultural resource management and historic preservation. As a Principal, she has led the majority of Page & Turnbull's large-scale survey projects, and conducted numerous Historic Resource Evaluations, CEQA documentation, Section 106 Technical Reports, General Plans, Specific Plans, Design Guidelines, and other planning documents. She has also developed and managed a number of interpretive programs, which typically are required as an outcome of CEQA review. Ms. Dikas meets the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for Architectural History.
- *Stacy Kazakavich, RPA, PhD,* has worked as a historian and archaeologist in cultural resources management and planning for over 20 years, including more than 10 years in California. She is experienced in the cultural resource review process for Section 106 and CEQA compliance, has successfully led and conducted archaeological field surveys and data recovery projects, material culture analyzes, historic resource evaluations, and project impact analyzes for a wide variety of property types. Ms. Kazakavich is a skilled researcher, and has conducted records searches and archival research at numerous repositories, undertaken oral history interviews, and enthusiastically seeks the stories of significant places in our midst. Ms. Kazakavich meets the Secretary of the Interior's Professional Qualification Standards (SF 36 CFR Part 61) for Archeology and Architectural History.

TREANOR **Treanor** is a national architecture, planning, and design firm that employs over 170 professionals in 12 offices across the United States. Treanor's historic preservation architects, architectural historians, and conservators see the unique value of historically significant buildings and view each through the eyes of a detective, learning every nuance of your building. From studies to full architectural services, Treanor works on a variety of building types, preserving the sense of place and culture that makes each community unique. Key staff at Treanor are:

- *Kimberly Butt, AIA, DBIA*, is a registered preservation architect, architectural historian, and Principal at Treanor. With more than 25 years of experience, she guides her clients through the historic preservation process to develop architectural solutions that respect the history of both people and place while preparing for the future. Ms. Butt has documented, evaluated, restored, and rehabilitated historic buildings throughout California and the Pacific Northwest. As an architectural historian, she is passionate about exploring the history of culture and place and has prepared National Register nominations, Historic American Buildings Survey documentation, and historic resource evaluations for properties
- *Elizabeth Graux, AIA CASp,* is a registered historic architect, architectural historian, and Associate Principal at Treanor. Ms. Graux's experience has ranged from documenting historic properties (Historic American Buildings Survey), writing National Register Nominations, and reviewing projects for CEQA compliance to completing historic resource assessments for EIRs and complete building restorations. Ms.

Graux is known for her ability to solve complicated problems and work successfully with owners, contractors, and stakeholders. She has worked on several historic rehabilitations as a project manager and is skilled at managing and coordinating large project teams.

Geology Hazards and Hazardous Materials

Cornerstone Earth Group (Cornerstone) integrates geotechnical engineering, environmental services, engineering geology, and construction services. Their technical capabilities and construction and remediation expertise allows them to develop creative and practical solutions to meet project regulatory requirements. Cornerstone is well-versed in current local, state and federal codes and regulations and frequently works with staff in numerous agencies, including: the U.S. Environmental Protection Agency, California Environmental Protection Agency, Department of Toxic Substances and Control, San Francisco Bay Regional Water Quality Control Board, and the Bay Area Air District. Key staff at Cornerstone are:

- *Maura F. Ruffatto, P.E.*, is a Principal Engineer that has over 10 years of experience in geotechnical engineering. She has performed geotechnical investigations for educational, commercial, residential, and public works projects throughout the San Francisco Bay Area and California. Ms. Ruffatto has significant experience in earthwork and mass grading operations, foundation design, excavation shoring and dewatering, soil stabilization, pavement design and rehabilitation, seismic design, retaining walls, geotechnical instrumentation and monitoring, linear infrastructure, ground improvement, rock and soil slope stability, soil laboratory testing, and geotechnical value engineering. Included in her background is the design and analysis of both shallow and deep foundations for complex projects, including shallow footings, conventional and post-tension mats, driven piles, augercast piles, micropiles, and large diameter drilled shafts.
- *Kurt M. Soenen, P.E.*, is a Senior Principal Engineer with Cornerstone and has over 26 years of experience in environmental engineering and consulting services. He has performed environmental investigations for commercial, industrial, public agency and residential developments throughout the San Francisco Bay Area, California, and United States. Mr. Soenen has significant experience in managing site assessments; performing soil, soil vapor, ground water, and indoor air quality investigations; evaluating remedial strategies; designing, operating, and maintaining remediation systems; performing environmental compliance evaluations; coordinating with local regulatory agencies; and implementing cost effective cleanup programs. Mr. Soenen is familiar with federal, state and local environmental regulations. He is experienced at working with staff at the Environmental Protection Agency, California Regional Water Quality Control Board.

Hydrology and Water Quality & Utilities and Services

Schaaf & Wheeler is an "all-water" California civil engineering firm that has focused on hydraulic and hydrology engineering as part of its water resources practice since 1985. Firm projects range from Federal Emergency Management Agency (FEMA) flood studies to public work infrastructure projects (e.g., water, sewer, storm drain design) at the local agency level. Schaaf & Wheeler is an expert at completing utility capacity studies. Key staff at Schaaf & Wheeler are:

- *Leif M. Coponen, P.E.*, is a Vice-President and an owner of Schaaf & Wheeler with more than 20 years of experience in water, wastewater, and storm water systems engineering. He has designed cost-effective water supply and wastewater systems for clients across the Bay Area. Mr. Coponen regularly provides CEQA technical support for public agency land use plans and private land development projects. His project management skills and in-depth knowledge of the design and analysis of both new and rehabilitated potable water, stormwater, and sanitary sewage systems and pumping stations has always been a major factor for repeat clientele. Mr. Coponen is also skilled at preparing detailed plans and specifications for bidding and construction of infrastructure projects for public agencies and providing construction support services.
- *Daniel J. Schaaf, P.E.*, is a Vice-President with over 25 years of project experience encompassing the areas of flood control and drainage, surface water hydrology, and physical and numerical modeling. Mr. Schaaf has managed several large hydrology/hydraulics, flood control, and drainage projects. He is skilled in open-channel hydraulics, coastal and estuary processes, 1D and 2D modeling, urban hydrology, floodplain mapping, and storm drain master planning. He is currently working on implementing modeling projects that integrate pipe and surface flows using sophisticated 2D modeling software. He

has performed several FEMA Flood Insurance Studies and Letters of Map Revisions for clients throughout California, Utah, and Arizona.

Tranportation

Hexagon Transportation Consultants (Hexagon) has provided professional traffic and transportation engineering services since 1998 in many San Francisco Bay area cities. Hexagon has three California offices located in San Jose, Gilroy and Pleasanton. Hexagon provides experience in many areas of professional transportation engineering including traffic impact analysis, travel demand modeling, traffic signal design, roadways geometric design and intermodal service planning. Hexagon has a record of customer satisfaction and accountability throughout the firm's 26 year history.

- *Shu Hao (Ollie) Zhou, T.E.,* is a Vice-President and Principal Associate at Hexagon and a Registered Professional Traffic Engineer in the State of California (License No. TR 2857). He has over ten years of experience in traffic engineering and transportation planning. Ollie has successfully managed a wide range of projects for both public agencies and private clients across the San Francisco Bay Area, including traffic impact studies, travel demand modeling, site traffic and parking analyses, multi-modal and traffic calming studies, and safety and evacuation studies.
- *Daniel Choi, E.I.T.*, is an Associate at Hexagon with over six years of experience. Daniel has experience in a variety of traffic engineering and transportation planning projects including transportation impact analyses (TIA), traffic control plans (TCPs), signal design, crosswalk design, and signing/striping plans. Daniel's traffic design experience includes signal design, crosswalk design, and signing and striping improvements for all modes, including vehicular and pedestrian travel, at intersections and mid-block crossings. Daniel has experience with AutoCAD software and primarily utilizes the Highway Capacity Manual (HCM), California Manual on Uniform Traffic Control (CA MUTCD), and California Highway Design Manual (HDM) to evaluate project alternatives and traffic design improvements.

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Timeline

Sample timelines for environmental documents expected to be completed under this proposal are included below. These timelines would be adjusted depending on the complexity of a project.

Categorical Exemption

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested project information	---	--
2. DJP&A prepares project description	1 week	1 week
3. DJP&A receives technical reports for the project	6 weeks	7 weeks
4. DJP&A submits Admin Draft of Categorical Exemption (CE)	2 weeks	9 weeks
5. Town reviews Admin Draft CE	3 weeks	12 weeks
6. DJP&A revises and submits Draft Categorical Exemption Memo for final review	2 weeks	14 weeks
7. Town reviews Screencheck CE and provides final comments	1 weeks	15 weeks
8. DJP&A finalizes CE based on Town comments and provides copies for filing and prepares draft NOE for County	1 week	16 weeks
	Total	+/- 16 weeks

Initial Study

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed, and requested project information	---	--
2. DJP&A prepares project description	1 weeks	1 week
3. Town/DJP&A sends AB 52 notification letters to tribes (tribes have 30 days to respond to letters	2 weeks	3 weeks

Task	Duration of Task	Time Elapsed
4. Technical studies complete	6 weeks	7 weeks
5. DJP&A completes Administrative Draft Initial Study	3 weeks	10 weeks
6. Town Reviews of Administrative Draft Initial Study, AB 52 consultation complete	6 weeks	16 weeks
7. DJP&A revises document and submits Screencheck Initial Study, draft MMRP	2 weeks	18 weeks
8. Town reviews of Screencheck Initial Study, MMRP	1 week	19 weeks
9. DJP&A prepares and prints Initial Study for distribution and posting	1 week	20 weeks
10. 20-day Initial Study Public Review Period	3 weeks	23 weeks
11. Public Hearings Scheduled (TBD, based on preparation of responses to comments on IS/MND)		TBD
	Total	+/- 23 weeks

EIR

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed, and requested project information	---	--
2. DJP&A prepares Project Description and Notice of Preparation (NOP)	1 week	1 week
3. Town reviews Project Description and NOP	1 week	2 weeks
4. DJP&A finalizes Project Description and NOP	1 week	3 weeks
5. NOP circulates for 30 days	30 days	7 weeks
6. Technical Studies complete	6 weeks	8 weeks
7. DJP&A submits Administrative Draft EIR to the Town	3 weeks	11 weeks
8. Town reviews Administrative Draft	8 weeks	19 weeks
9. DJP&A prepares Screencheck Draft EIR and MMRP	2 weeks	21 weeks
10. Town reviews Screencheck Draft and MMRP	2 weeks	23 weeks

Task	Duration of Task	Time Elapsed
11. DJP&A finalizes the Draft EIR	1 week	24 weeks
12. 45-day Draft EIR Public Circulation	6.5 weeks	30.5 weeks
13. DJP&A prepares Administrative Draft Final EIR	4 weeks	34.5 weeks
14. Town reviews 1st Administrative Draft FEIR and MMRP	4 weeks	38.5 weeks
15. DJP&A prepares and finalizes Screencheck FEIR	1 week	39.5 weeks
16. Town reviews changes and prepares for circulation	1 week	40.5 weeks
17. Circulation of FEIR	10 days	42 weeks
18. Project is heard at Project Hearing	TBD	TBD
	Total	+/- 42 weeks

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Samples

Links to various document types prepared by DJP&A are provided below.

- North Ventura Coordinated Area Plan Supplemental Environmental Impact Report (City of Palo Alto) https://ceqanet.lci.ca.gov/Project/2023020691
- City of San José Infill Housing Ministerial Approval Ordinance (City of San José) https://www.sanjoseca.gov/your-government/departments-offices/planning-building-code-enforcement/planning-division/environmental-planning/environmental-review/active-eirs/infill-housing-ministerial-approval-ordinance
- 996 Loraine Avenue Mixed Use Development Initial Study/MND (City of Los Altos) https://ceqanet.lci.ca.gov/2025061276
- Los Altos Library Courtyard Project Notice of Exemption (City of Los Altos) https://ceqanet.lci.ca.gov/2025030685

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Disclosure of Litigation/Discipline

DJP&A has never been disciplined or censured by any regulatory body.

No lawsuit has ever been filed against DJP&A in the company's history. Some projects for which DJP&A has prepared environmental documents have, however, been the subject of litigation by parties opposed to one or more aspects of a given project. Such litigation was not filed against DJP&A and, therefore, no claim or settlement has ever been paid by DJP&A or its insurers in the company's history. In the past five years, some of the projects for which DJP&A prepared environmental documents received opposition and ultimately resulted in a lawsuit against the Lead Agency. They are as follows:

Prior Litigation

Year	2025
Title	Bay Bridge Lights Revalidation
Location	Bay Bridge West Span in City of San Francisco
Description	In 2022, DJP&A prepared a Categorical Exemption revalidation and supporting technical studies for The Bay Lights 360 Project, which proposes to remove the existing LED lights on the vertical suspender cables of the north-facing side of the Bay Bridge West Span, and install 48,000 new LED lights on the front and back of the same suspender cables. Soft Lights Foundation filed a lawsuit against ABAG/MTC under CEQA, alleging the project violated CEQA and NEPA by not preparing an EIR/EIS. The lawsuit was dismissed as the statute of limitations had expired.
Year	2022
Title	Spieker Senior Continuing Care Community Project
Location	Contra Costa County
Description	In 2022, DJP&A prepared an EIR for a 454-unit Continuing Care Retirement Community on an approximately 30-acre project site in unincorporated Walnut Creek. The adjacent Seven Hills School Campus and an adjacent homeowners association filed a petition against the County under CEQA, alleging the EIR contained an inadequate project description and evaluation of significant impacts related primarily to air quality, hydrology, and traffic, among others. Both lawsuits were settled prior to trial.
Year	2022
Title	El Paseo & 1777 Saratoga Avenue Mixed Use
Location	San José
Description	In 2022, DJP&A prepared an EIR for the El Paseo & 1777 Saratoga Avenue Mixed-Use Village project, and the City of San José certified the EIR and approved the project. The Citizens for Inclusive Development filed a petition against the City under CEQA, claiming the EIR failed to include an accurate project description and adequately evaluate significant project and cumulative traffic and air quality impacts. The Court found that the EIR's project description was adequate. On the topic of traffic, the Court found that the City acted within its discretion to use certain ITE trip generation rates, and that substantial evidence supported this

	decision in the administrative record. Further, the Court found that the EIR's analysis of criteria pollutant and health risk emissions was adequate and the petitioner's failed to provide substantial evidence to support their claim otherwise. Therefore, the Court found that substantial evidence existed in the record to support the City's findings and certification of the EIR. The petitioner in the litigation appealed the trial court's decision and the appeal was dismissed.
Year	2020
Title	Cityview Plaza Office Project
Location	San José
Description	In 2020, DJP&A prepared a Supplemental EIR (SEIR) for construction of three 19-story towers with a total of 3.8 million square feet of office and commercial spaces on an 8.1-acre site in downtown San José. The site, which was developed with nine commercial buildings and one level of below-grade parking, contained multiple structures eligible to be listed as historic resources, including the Family Court Building. In August 2020, a lawsuit was filed by Preservation Action Council San José under CEQA challenging the City's certification of the SEIR. The lawsuit argued the SEIR was inadequate due to overly narrow project objectives, and insufficient analysis of project impacts, mitigations, and alternatives as the project relates to the Family Court Building. The Court found that alternatives to the project were sufficiently analyzed, that substantial evidence in the administrative record supported the City's conclusions that keeping the historic structure would not be feasible in light of technical and economic challenges, the overall objectives of the project, and the City's General Plan, and that mitigation proposed by the petitioner was either infeasible or not required under CEQA. The Court found that substantial evidence existed in the record to support the City's findings and certification of the SEIR.
Year	2020
Title	St. James Park Capital Vision and Performing Arts Pavilion Project
Location	San José
Description	In 2020, DJP&A prepared an EIR for the renovation and revitalization of St. James Park in downtown San José. The park is a contributor to the St. James Square Historic District. In November 2020, a lawsuit was filed by the Sainte Claire Club under CEQA challenging the findings in the EIR of the adverse effects of constructing an outdoor performing arts pavilion within the park including addressing consistency with the General Plan and with the Historic Preservation Ordinance. The infeasibility of an identified alternative site for the project was also challenged. The trial court found that the EIR adequately addressed and found consistency with the General Plan and the Ordinance and that the City's infeasibility finding as to the Discovery Meadow alternative was supported by substantial evidence. The appellate court upheld this ruling.
Year	2019
Title	Almaden Corner Hotel
Location	San José
Description	In 2019, DJP&A prepared an SEIR for construction of a 19-story, 272-room hotel on a 0.20-acre site in downtown San José. The site, which was vacant, is on the north side of Santa Clara Street, adjacent to the historic De Anza Hotel. In February 2020, a lawsuit was filed by Preservation Action Council San José and the De Anza Hotel under CEQA challenging the City's findings of a less than significant impact on aesthetics and historic resources (De Anza Hotel). The Court found that substantial

	evidence existed in the record to support the City's findings and certification of th SEIR.
Year	2019
Title	Roseland Creek Community Park
Location	Santa Rosa
Description	In 2019, DJP&A prepared an Initial Study for a 19.49-acre park site in the Roseland area of Santa Rosa. A Mitigated Negative Declaration (MND) was adopted for the project in September 2021. In October 2021, a lawsuit was filed under CEQA arguing that the project would have significant impacts to biological resources that were not adequately mitigated and an EIR should be prepared. The City rescinded their approval and subsequently prepared an EIR that was certified in September 2024.

David J. Powers & Associates, Inc.

References

References are provided in Attachment 3.

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1.

City of San Jose	200 E. Santa Clara Street - 3rd Floor San Jose
Name of Agency	Agency Address
David Keyon	Principal Planner
Contact Name	Contact Title
(408) 535-7898	david.keyon@sanjoseca.gov
Contact Telephone	Contact Email Address
n/a	n/a
Contract Period	Contract Amount

DJP&A is currently on San Jose's approved environmental consultant list to provide CEQA/NEPA environmental review for private development applications.

Description of services performed including costs.

2.

City of Palo Alto	250 Hamilton Avenue Palo Alto
Name of Agency	Agency Address
Claire Raybould	Manager of Current Planning
Contact Name	Contact Title
(650) 329-2166	Claire.Raybould@paloalto.gov
Contact Telephone	Contact Email Address
August 5, 2024 - June 30, 2029	n/a
Contract Period	Contract Amount

DJP&A is currently providing on-call environmental consulting services to the City of Palo Alto on a number of projects. Costs will vary depending on the project and level of environmental review required.

Description of services performed including costs.

3.

City of Los Altos	1 North San Antonio Road Los Altos
Name of Agency	Agency Address
Stephanie Williams	Deputy Director Development Services Department
Contact Name	Contact Title
(650) 947-2633	swilliams@losaltosca.gov
Contact Telephone	Contact Email Address
June 2025 to June 2030.	$500,000
Contract Period	Contract Amount

David J. Powers & Associates, Inc.

Insurance Coverage

DJP&A maintains and shall continue to maintain Commercial General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation and Employer's Liability, Professional Liability, and Cyber Liability insurance coverage.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Elizabeth Lee
(HD) Heffernan Insurance Brokers 1350 Carlback Avenue Walnut Creek CA 94596	PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: elizabethl@heffins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Continental Casualty Company	20443
INSURER C : State National Insurance Company, Inc	12831
INSURER D : The Hanover American Insurance Company	36064
INSURER E :	
INSURER F :	

INSURED: David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200
San Jose CA 95126
DAVIJPO-01

COVERAGES CERTIFICATE NUMBER: 1799357080 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			660-9N831625-24-47	12/3/2024	12/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA-2R124741-24-47-G	12/3/2024	12/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP-9N831926-24-47	12/3/2024	12/3/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WZ3-9816300-12	1/13/2025	1/13/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Professional Liability Cyber Liability			EEH288347490 EHJ-ADN01268422	3/26/2025 3/4/2025	3/26/2026 3/4/2026	PER CLAIM / AGGREGATE PER CLAIM / AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As per contract on file with Insured.

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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If selected by the Town, the Consultant shall cause the insurance policies required herein to inclu the Town, and their respective officials, officers, employees, and volunteers as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The Consultant shall provide certificates of insurance to the Town that evidence compliance with the above.

David J. Powers & Associates, Inc.

Preliminary Fee Schedule

DJP&A labor costs will be charged on a time and materials basis, commensurate with work completed, in accordance with the fee schedules shown schedule. Subconsultant costs will be charged as shown in the tables below, including our standard 15 percent administrative fee. A sample cost estimate for a typical Initial Study and EIR is provided below, in addition to the charge rates that follow.

Typical Initial Study Cost Estimate

A. David J. Powers & Associates, Inc.	
• Preparation of Initial Study, project management and coordination, and attendance at meetings/hearings (assumes 146 Associate PM hours, 49 Principal hours, and 10 Graphic Artist hours)	$48,299
• Reimbursables (travel, printing, etc.)*	$416
B. Subconsultants*	
• Illingworth & Rodkin (Noise and Vibration Assessment)	$12,075
• Illingworth & Rodkin (Air Quality and Health Risk Assessment)	$13,800
• A/HC (Cultural Resources Evaluation)	$9,245
• Hexagon Transportation Analysis and TDM	$22,425
Subtotal (A+B)	**$106,260**

* Subconsultant and select reimbursable expenses include our standard 15 percent administrative fee.

Typical EIR Cost Estimate

A. David J. Powers & Associates, Inc.	
• Preparation of EIR, project management and coordination, and attendance at meetings/hearings	$65,708
• Reimbursables (travel, printing, County filing fees, etc.)*	$4,959
B. Subconsultants*	
• Illingworth & Rodkin (Noise and Vibration Assessment)	$15,525
• Illingworth & Rodkin (Air Quality and Health Risk Assessment with Rail Modeling, and GHG Analysis)	$16,905
• A/HC (Cultural Resources Evaluation)	$10,428
• Hexagon Transportation Analysis	$32,194

	Subtotal (A+B)	**$145,719**

* Subconsultant and select reimbursable expenses include our standard 15 percent administrative fee.

Comprehensive Fee Schedules

Comprehensive fee schedules (including the personnel title and hourly billing rate) for DJP&A and our subconsultants are included below. The subconsultants' charge rates are listed in alphabetical order.

David J. Powers & Associates, Inc.	
Title	**Hourly Rate**
Senior Principal	$350
Principal Project Manager	$322
Senior Environmental Specialist	$274
Senior Project Manager	$251
Environmental Specialist	$235
Project Manager	$224
Associate Project Manager	$197
Assistant Project Manager	$165
Researcher	$142
Graphic Artist	$132

Materials, outside services, and subconsultants include our standard 15 percent administration fee. Mileage will be charged per the current IRS standard mileage rate at the time costs occur. Subject to revision January 1, 2026. Charge rates subject to an annual 3% escalation and each year thereafter.

Subconsultants	
Archaeological/Historical Consultants LLC	**Hourly Rate**
Principal (exempt)	$175
Senior Professional	$127
Professional 3 (exempt)	$115
Professional 2	$105
Professional 1	$95
Field Technician	$87
Osteologist (subconsultant)	$125
Architectural Historian (subconsultant)	$165

Charge rates subject to an annual 3% escalation and each year thereafter.

All direct costs are subject to a 10 percent administration fee. These direct costs include but are not limited to subconsultants, information center or archive fees, heavy equipment, traffic control services, materials, reproduction, postage, traffic control costs, and travel costs.

Mileage is billed at the current IRS standard mileage rate. Lodging, meals, and incidentals are billed at the GSA per diem rates for the applicable location and month, plus local taxes and fees.

If special accounting, bookkeeping, insurance, or invoicing procedures are requested, the required service will be billed on a time and materials basis.

Fieldwork is charged at four-hour increments for non-exempt staff. Overtime will be charged at 1.5x/2.0x for all nonexempt employees in accordance with California law. Archaeological/Historical Consultants has a minimum charge of 8 hours of labor per job. If work is halted after notice to proceed, the 8-hour minimum will be charged, or actual hours worked, whichever is greater.

Native American monitoring may be arranged through Archaeological/Historical Consultants by request. Native American monitoring labor and all associated direct costs are subject to a 20 percent administration fee.

Cornerstone Earth Group, Inc.	**Hourly Rate**
Professional Staff:	
Staff	$198
Senior Staff	$227
Project Manager	$250
Senior Project Manager	$273
Principal	$315
Senior Principal	$350
Construction and Support Staff:	
Administrative Assistant	$125
Engineering Technician I	$145
Construction Services Administrative	$160
Engineering Technician II	$170
Technical Illustrator	$180
Supervisory Technician	$195
Senior Supervisory Technician	$210

Professional Technical Staff includes Engineers, Geologists, Hydrogeologists, Chemists, and Scientists. Charges for personnel will be made in accordance with the above rates. For field personnel, regular rates are normal workday construction hours (Monday through Friday). For time spent over 8 hours in a day, time spent after 5 p.m., time spent on swing shifts, and time spent on Saturdays by field personnel, overtime rates will be charged at 1.5 times the hourly rate. Work on Sundays and holidays and work in excess of 12 hours in one day will be charged at 2.0 times the hourly rate. Field rates are based on a 48-hour notice. For less than a 48-hour notice, a 10 percent surcharge will be added. All field personnel, vehicle and equipment charges are portal to portal. Reproduction of project documents will be charged as a project expense. The hourly rate for professional staff to attend legal proceedings will be 2.0 times the hourly rate specified above.

Reimbursement for the following direct expenses incurred in connection with the Work will be billed at cost plu 18 percent: Drillers, utility locators, laboratories, contractors, hygienists, and consultants; Rented vehicles, public transportation, tolls, and air flights; Permits and special fees, insurances and licenses required to perform Work; Computer programs and rented field equipment; Large volume copying of project documents; Maps, photographs, and environmental databases; Overnight or same day delivery charges; Copying or production of over-sized figures and plans. If personnel are assigned to a project 100 miles or more from an office, $175 per diem per person allowance will be charged. Unless mutually agreed in writing, Cornerstone will hold samples collected during the performance of the Work no longer than thirty (30) calendar days after their date of collection; project samples requested to be held greater than thirty (30) calendar days will be billed at $100 per every ninety (90) calendar days. If payment is not received within 30 days of invoice date, the samples will be discarded. Client must notify Cornerstone in writing if the Work is subject to "prevailing wage" under local, state or federal laws. If a "prevailing wage" obligation exists, Cornerstone's hourly rates for technicians and staff engineers and geologists will be billed in accordance with our Prevailing Wage Hourly Rate Sheet. Charge rates subject to an annual 3% escalation and each year thereafter.

Equipment Charges	
Vehicle	$31 per hour
Nuclear Density Gauge	$13 per test
GPS Unit	$100 per day
Hand Auger Equipment	$100 per day
Dust Meter (3)	$475 per day, $1,475 per week, $4,125 per month, cellular connectivity $515 per month per meter
PID ppm, / 4 Gas Meter	$140 per day, $600 per week, $2,000 per month
PID ppb,	$180 per day, $650 per week, $2,200 per month
Weather Station	$100 per day, $250 per week, $740 per month
Benkelman Beam	$175 per day, $750 per week, $2,800 per month
Double Ring Infiltrometer	$100 per day
Dynamic Cone	$100 per day
Pressure / Velocity Gauge	$90 per day, $300 per week, $600 per month
VIMS Blower Equipment	$350 per day
Depth Sounder	$50 per day
ADMP Monitoring Kit (1)	$150 per day, $360 per week, $840 per month
Liner and Two Caps	$12 each
Core N One Sampler	$50 each triplicate sample
Modeling Software	$25 per hour
Drone	$250 per day

Geotechnical Laboratory Tests		
	Tests Run During Normal Workday Hours	Tests Run Outside Workday Hours
Compaction Curve	$370 each	$555 each
Compaction Check Point	$190 each	$285 each
Plasticity Index	$270 each	$405 each
Sieve/Hydrometer	$270 each	$408 each
Moisture Content	$10 each	$12 each
Moisture/Density	$35 each	$53 each
- #200 Wash	$70 each	$80 each
Sieve < ¾ inch Liner (small)	$150 each	$225 each
Sieve > ¾ inch Bucket (Large)	$225 each	$330 each
Lime Stability	$400 each	$600 each
Consolidation	$450 each	
Soil Corrosion Testing	$250 each	$375 each

Hexagon Transportation Consultants, Inc.	Hourly Rate
President	$355
Principal	$310
Senior Associate II	$285
Senior Associate I	$260
Associate II	$235
Associate I	$210
Planner/Engineer II	$180
Planner/Engineer I	$155
Admin/Graphics	$130
Assistant Planner/Engineer	$130
Technician	$95

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Charge rates subject to an annual 3% escalation and each year thereafter.

H. T. Harvey & Associates, Inc.	Hourly Rate
Principal	$355-400
Senior Associates Ecologist	$325
Associate Ecologist	$296
Senior Ecologist 2	$265
Senior Ecologist 1	$233
Ecologist 2	$204
Ecologist 1	$178
Field Biologist 2	$152
Field Biologist 1	$127
Senior GIS Analyst	$233
GIS Analyst	$178
Technical Editor	$155
Senior Technical Support	$152
Technical Support	$127
Clerical Support	$127
Deposition and Testimony	Two times standard Rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate
Travel (Cost plus 10%)	~$284 per day (based on federal per diem rate)
Field Equipment Operation	Variable
GIS Computer Graphics	$10/hour surcharge

Charge rates subject to an annual 3% escalation and each year thereafter.

Illingworth & Rodkin, Inc.	
Principal	$250
Senior Consultant	$225
Consultant	$210
Staff Consultant	$195
Technical/Admin Support	$140

Charge rates subject to an annual 3% escalation and each year thereafter.

Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently $0.70. Special invoicing requirements may result in administrative costs, billed at a rate of $125/hour, in addition to the proposed budget.

Page & Turnbull	Hourly Rate
Founding Principal	$315
Principal	$265-$305
Director	$170-$245
Senior Architect / Senior Project Manager	$225
Architect 2 / Project Manager	$185
Architect 1	$155
Senior Designer / Senior Project Manager	$195
Designer 2 / Project Manager	$160
Designer 1	$135
Junior Designer	$125
Senior Cultural Resources Planner	$170
Cultural Resources Planner 2	$150
Cultural Resources Planner 1	$135
Junior Cultural Resources Planner	$120
Senior Preservation Specialist	$195
Senior Preservation Specialist 2	$170
Senior Preservation Specialist 1	$140
Junior Senior Preservation Specialist	$125
Interns	$115
Marketing Director	$230
Marketing Manager	$195
Marketing Coordinator 2	$170
Marketing Coordinator 1	$150
Controller	$230
Senior Project Accountant	$190
Project Accountant 2	$170
Project Accountant 1	$140
Office Administrator	$125

Charge rates subject to an annual 3% escalation and each year thereafter. Reimbursable expenses shall include the following:

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates;
- Tolls, parking fees, and local travel charged in accordance with IRS code;
- Long distance telephone service and facsimile charges;
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project;
- Postage and delivery charges;
- Fees for local licenses and permits required to perform professional services;
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

Fees for consultant services and subcontractors retained with approval of client shall be billed at cost plus 10%.

Schaaf & Wheeler	Hourly Rate
Principal Project Manager	$305
Senior Project Manager	$280
Senior Engineer	$255
Associate Engineer	$225
Assistant Engineer	$205
Junior Engineer	$190
Designer	$180
GIS Analyst	$180
Technician	$165
Engineering Trainee	$140

Litigation Charges: Court or deposition time as an expert witness is charged at $500 per hour. Materials and Services: Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost. Charge rates subject to an annual 3% escalation and each year thereafter.

Treanor	Hourly Rate
Senior Principal	$370
Principal II	$350
Principal I	$290
Project Lead IV	$260
Project Lead III	$235
Project Lead II	$215
Project Lead I	$200
Designer IV	$170
Designer III	$155
Designer II	$135
Designer I	$125
Landscape Architect	$205
Civil Engineer II	$163
Civil Engineer I	$125
Historian VI	$280
Historian V	$235
Historian IV	$190
Historian III	$160
Historian II	$140
Historian I	$125
Preservation Planner	$195
Intern I	$75
Admin III	$195

Admin II	$150
Admin I	$115

Treanor's standard hourly rates quoted above are effective from February 1, 2025. Charge rates subject to an annual 4% escalation and each year thereafter. These rates apply only to projects and efforts billed on an hourly basis.

WRA	Hourly Rate
Director/Principal	$313
Senior Associate	$272
Associate	$229
Senior Scientist	$209
Scientist	$192
Senior Technician	$165
Technician	$136
Senior Associate Landscape Architect	$272
Associate Landscape Architect	$229
Landscape Architect	$209
Landscape Designer III	$192
Landscape Designer II	$165
Landscape Designer I	$144
Environmental Planning Director	$313
Senior Environmental Planner	$289
Senior Associates Environmental Planner	$272
Associate Environmental Planner	$229
Environmental Planner II	$209
Environmental Planner I	$192
Assistant Environmental Planner II	$165
Assistant Environmental Planner	$144
Conservation Strategies Senior Project Manager	$289
Conservation Strategies Senior Associate	$272
Conservation Strategies Associate	$246
Conservation Strategies Senior Scientist	$197
Conservation Strategies Senior Technician	$177
Conservation Strategies Technician	$154
Senior Engineering	$289
Senior Associate Engineer	$281
Associate Engineer	$246
Engineer II/Geomorphologist II	$219
Engineer I/Geomorphologist I	$197

Assistant Engineer II	$177
Assistant Engineer	$154
GIS Manager	$272
GIS Professional III	$219
GIS Professional II	$209
GIS Professional	$192
GIS Senior Technician	$165
GIS Technician	$144
Senior Field Technician	$192
Field Technician	$144
Senior Project Biologist	$134
Project Biologist	$122
Community Resilience Team	$90-$202
Clerical Support	$100
Expert Witness	Rate x 1.5

Charge rates subject to an annual 3% escalation and each year thereafter.

Necessary project expenses and subconsultants are billed at cost plus 10 percent. Compliance Monitoring: Overtime is rate x 1.5

Attachment A – Resumes

Akoni Danielsen

President/Principal Project Manager

Office: (408) 248-3500 x106
Direct: (408) 454-3406
Email: Adanielsen@davidjpowers.com

1736 Franklin Street, Suite 400
Oakland, CA 94612
www.davidjpowers.com

Education

Master of City and Regional Planning
University of California, Berkeley, 1996

B.S. Geological and Environmental Sciences
Stanford University, 1994

Experience

Principal Project Manager
David J. Powers & Associates, 2010 – Present

Principal Planner; 2003 – 2009
Senior Planner; 2000 – 2003
Planner I/II; 1997 – 2000
City of San José

Professional Organizations

Association of Environmental Professionals

Akoni Danielsen is a Principal Project Manager with over 28 years of experience in planning and preparing environmental documents. Prior to joining David J. Powers & Associates in 2010, he worked for the City of San José as a Principal Planner. During his time as a Principal Planner at the City of San José, Mr. Danielsen managed multiple Planning Division development work programs and coordinated with all City departments on CEQA and NEPA processes and procedures.

As a Principal Project Manager, Mr. Danielsen:

- Provides management and oversight in preparation of environmental documents by others, ensuring defensibility and consistency. Mr. Danielsen ensures that all documents reflect the best available technical expertise.

- Researches and prepares environmental documents required under Federal and California laws including Environmental Impact Reports and Environmental Impact Statements, Environmental Assessments, and Initial Studies/Mitigated Negative Declarations (IS/MNDs). Mr. Danielsen is responsible for the entire project life cycle, from proposal development through report delivery and client support.

Relevant Project Experience

- Valley Verde and Heritage House EIR/EA (City of Napa)
- 160 El Camino Real Hotel (City of San Bruno)
- 777 Airport Blvd Office/R&D Project 15183 Checklist (Burlingame)
- 620 Airport Blvd Office/R&D Project 15183 Checklist (Burlingame)
- 1050 St. Elizabeth Drive Residential IS/MND (San José)
- 123 Sherman Avenue Office IS/MND (Palo Alto)
- 3300 El Camino Real Office Project IS/MND (Palo Alto)
- 477 9th Street Mixed-use Project IS/MND (San Mateo)
- Ersted Residential Subdivision IS/MND (Hayward)
- Macarthur Blvd Residential Infill CE (Oakland)
- Northeast Area Specific Plan EIR (San Carlos)
- San Bruno 2023-2031 Housing Element Update IS/MND (San Bruno)
- Serramonte Del Rey Master Plan EIR (Daly City)

Shannon George

Principal Project Manager

Office: (408) 248-3500 x102
Direct: (408) 454-3402
Email: Sgeorge@davidjpowers.com

1871 The Alameda, Suite 200
San José, CA 95126
www.davidjpowers.com

Education

B.S. Environmental Studies
San José State University, 1996

Experience

Principal Project Manager
David J. Powers & Associates,
2017-present

Senior Project Manager
David J. Powers & Associates,
2001-2017

Project Manager
Jones & Stokes Associates,
1999 - 2001

Operations Analyst
P-Com, Inc.,
1997 - 1999

Professional Organizations

Association of Environmental Professionals

California Preservation Foundation

Shannon George is a Principal Project Manager for the company. She has 25 years of experience in preparing environmental documents for a wide range of public and private projects. Her project experience includes CEQA review of residential, commercial, mixed-use development, General Plan Amendments, area plans, flood control, and projects focusing on cultural resources and historic buildings, and program planning projects.

As a Principal Project Manager, Ms. George:

- Provides management and oversight in preparation of environmental documents by others, ensuring defensibility and consistency. Ms. George ensures that all documents reflect the best available technical expertise.
- Researches and prepares environmental documents required under Federal and California laws including Environmental Impact Reports (EIRs) and Environmental Impact Statements, Environmental Assessments, and Initial Studies (IS). Ms. George is responsible for the entire project life cycle, from proposal development through report delivery and client support.

Relevant Project Experience

Projects with Historical Impacts

- 1881 West San Carlos Street EIR, City of San José
- CityView Plaza Supplemental EIR, City of San José
- Fountain Alley Mixed-Use Supplemental EIR, City of San José
- Icon-Echo Mixed-Use Supplemental EIR, City of San José
- SuZaCo Mixed-Use, City of San José
- Winchester Ranch Residential EIR, City of San José
- North Ventura Coordinated Area Plan Supplemental EIR, City of Palo Alto
- Hotel Clariana Initial Study/Addendum, City of San José
- South Fourth Street Mixed-Use, City of San José

Fiona Phung

Project Manager

Office: (408) 454-3427
Email: FPhung@davidjpowers.com

1871 The Alameda, Suite 200
San José, CA 95126
www.davidjpowers.com

Education

B.S. Environmental Policy Analysis and Planning
University of California, Davis, 2015

Experience

Project Manager
David J. Powers & Associates,
2016 - Present

Professional Organizations

Association of Environmental Professionals

Fiona Phung is a Project Manager for the company. She works closely with other members of the staff to research and prepare documents for both private and public sector projects, and coordinates with technical subconsultants to manage reports prepared for projects. Her experience includes CEQA compliance for office, mixed-use, residential, and Specific Plans.

As a Project Manager, Ms. Phung:

- Prepares environmental documents including: Environmental Impact Reports (EIRs), Initial Studies, Mitigation Monitoring and Reporting Programs (MMRPs), and various CEQA forms, in conformance with the requirements of CEQA.
- Conducts research to support the analysis of environmental documents.
- Provides detailed analysis of potential environmental impacts, identifies mitigation measures, and develops alternative solutions.
- Maintains regular and close communication with client, subconsultants, and/or agency staff.

Relevant Project Experience

- Levi's Stadium Addendum, City of Santa Clara
- 3378-3386 El Camino Real Residential IS/MND, City of Santa Clara
- Santa Clara Downtown Precise Plan EIR, City of Santa Clara (plan-level)
- El Camino Real Specific Plan EIR, City of Santa Clara (plan-level, ongoing)
- 1360 Fleming Avenue Mitigation Compliance, City of San José
- Infill Housing Ministerial Approval Ordinance Addendum, City of San José
- San José Buddhist Church Betsuin Expansion, City of San José
- Meridian Apartments Environmental Assessment, City of San José
- Apollo Residential IS/Addendum, City of San José
- Winchester Ranch Residential EIR, City of San José
- Almaden Office Supplemental EIR, City of San José
- CityView Plaza Supplemental EIR, City of San José
- Icon-Echo Mixed-Use Supplemental EIR, City of San José
- Santana Row Master Plan Update EIR, City of San José (ongoing)
- 3705 Haven Avenue Residential CPE, City of Menlo Park (ongoing)
- Milpitas Parks and Recreation Master Plan Update IS, City of Milpitas

Natalie Noyes, AICP

Senior Project Manager

Office: (408) 248-3500 x202
Direct: (510) 902-5852
Email: NNoyes@davidjpowers.com

1736 Franklin Street, Suite 400
Oakland, CA 94612
www.davidjpowers.com

Education

Master's in City Planning
San Diego State University, 2008

B.A. Political Science
University of California at San Diego, 2005

Experience

Senior Project Manager
David J. Powers & Associates
2017 – Present

Senior Planner
Insignia Environmental
2013 – 2017

Environmental Planner
Amec Foster Wheeler
2011 – 2013

Senior Planner
Hofman Planning and Engineering
2007 – 2011

Professional Organizations

American Institute of Certified Planners

American Planning Association

ociation of Environmental fessionals

Natalie Noyes is a Senior Project Manager for the company with 18 years of experience preparing environmental resource studies and planning documents for private and public sector clients. Her project experience includes mixed-use, residential, infrastructure projects, parks and Specific and General Plans throughout California. She has extensive experience with permitting and agency coordination at the federal, state, and local levels.

As a Senior Project Manager, Ms. Noyes:

- Provides management and oversight.
- Prepares environmental documents including, Environmental Impact Reports, Initial Studies, and Environmental Assessments, Categorical Exclusions/ Exemptions, and Mitigation Monitoring and Reporting Programs in conformance with requirements of CEQA and NEPA.
- Coordinates with applicants, subconsultants, and local planning staffs in processing environmental documents.

Relevant Project Experience

- North Ventura Coordinated Area Plan Supplemental EIR (Palo Alto)
- 380 North First Street Residential Project EIR (San José)
- San Carlos Northeast Specific Plan (San Carlos)
- City of San Bruno Housing Element Update Initial Study (San Bruno)
- 445 South B Street Mixed-Use Project Initial Study/EA (San Mateo)
- City-Owned Downtown Affordable Housing and Parking Garage Initial Study/EA (San Mateo)
- 477 9th Avenue Mixed Use Project (San Mateo)
- 330 Distel Circle Residential Project (Los Altos)

Patrick Kallas
Project Manager

DAVID J. POWERS & ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

1871 The Alameda, Suite 200
San José, CA 95126
www.davidjpowers.com

Direct: (408) 454-3432
Email: PKallas@davidjpowers.com

Patrick Kallas is a Project Manager for DJP&A with experience in managing a wide variety of projects, including residential developments, commercial towers, mixed-use development, and hotels. His educational background, professional experience as an environmental planner, and dedication to thorough environmental analysis make him an asset to DJP&A.

Education

B.A. Environmental Science
California Polytechnic University, San Luis Obispo
June 2016

Experience

Project Manager
David J. Powers & Associates,
November 2019 - Present

Assistant Environmental Planner
LSA Associates
August 2016 – November 2019

Intern
Santa Clara Valley Water District
Summer 2015

Professional Organizations

Association of Environmental Professionals

As a Project Manager, Mr. Kallas:

- Prepares environmental documents, including Environmental Impact Reports, Initial Studies, and Categorical Exemptions in conformance with the requirements of CEQA.
- Prepares documents for affordable housing projects under the HUD NEPA policies
- Provides detailed analysis of potential environmental impacts, identifies mitigation measures, and develops alternative solutions.
- Conducts research to support the analysis of environmental documents.

Relevant Project Management Experience

- 22200 Mt. Eden Builders Remedy Project (on-going) – Saratoga (residential)
- Lake Merced Golf Course – Daly City (recreational)
- Alpha Charter School – San José (school)
- Bo Town Mixed-Use Project – San José (mixed-use)
- Ruby Avenue Temple Project – San José (church)
- Stevens Creek Promenade Project – San José (mixed-use)
- 2655 The Alameda Project – Santa Clara (mixed-use)
- Terraine Mixed-Use Project – San José (mixed- use)
- La Rinconada County Club Project – Los Gatos (recreational)

Town of Los Gatos - Environmental Proposal - DJP&A

Final Audit Report 2025-10-02

Created:	2025-10-02
By:	Natalie Noyes (nnoyes@davidjpowers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoHijd5h6jCzASTD95zMTWRYxWRFJzjDR

"Town of Los Gatos - Environmental Proposal - DJP&A" History

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Agreement completed.
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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and EMC Planning Group, Inc. ("Consultant"), identified as an S Corporation and whose address is 601 Abrego Street, Monterey, CA 93940. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desire to engage Consultant to conduct environmental assessments and prepare environmental documents for Town projects.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on October 3, 2025, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect from January 1, 2026, to December 31, 2030. Consultant shall perform the services described in this agreement as follows: Environmental Consulting Services.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Prior to the Town authorizing the preparation of an Initial Study, the Community Development Director will send the consultant an "Authorization to Proceed" letter. The Consultant shall sign the authorization and return it to the Town. Upon receipt of this letter, the Town of Los Gatos shall compensate the firm on the following basis:

a. Cost for the preparation of an Initial Study, Negative or Mitigated Negative Declaration, and/or Mitigation Monitoring Plan shall be determined by a scope of work developed by the Consultant. This shall include attendance at the meetings noted above, the specified number of draft, final, and electronic file copies, and follow up clarification letters or documentation regarding the preparation of these documents.

b. Costs incurred by the consultant for additional tasks beyond the scope of work of the original Initial Study or Negative or Mitigated Declaration that are not specifically required to clarify information within the documents or clarify issues relating to the preparation of the environmental assessment shall be authorized by the Town prior to the preparation of the analysis or supplementary documents.

c. Cost for the preparation for an EIR shall be determined by a scope of work developed by the Consultant on a project specific basis. The full cost of preparing the EIR shall be borne by the project applicant.

d. Cost for preparation of special studies or reports shall be based on a scope of work developed by the Consultant on a project specific basis.

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

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

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

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

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

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

Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant indemnify the Town its elected and appointed officials, 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 any act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

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

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

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than thirty (30) days written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

Town of Los Gatos	EMC Planning Group, Inc.
Attn: Town Clerk	Attn: Michael J. Groves
110 E. Main Street	601 Abrego Street
Los Gatos, CA 95030	Monterey, CA 93940

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

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

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

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

Town of Los Gatos by:

Chris Constantin, Town Manager Date

Consultant, by:

11-19-25

Michael J. Groves, Date
Chief Executive Officer
EMC Planning Group, Inc.

Recommended by:

Joel Paulson, Community, Date
Development Director

Approved as to Form:

Gabrielle Whelan, Town Attorney Date

Attest:

Wendy Wood, CMC, Town Clerk Date

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Planning for Success.

October 3, 2025

Joel Paulson, AICP
Community Development Director
Town of Los Gatos – Community Development Department
110 E. Main Street, P.O. Box 949
Los Gatos, CA 95031

Re: Town of Los Gatos – Environmental Proposal

Dear Joel,

Thank you for requesting a proposal from EMC Planning Group for continuing to provide CEQA compliance services to the Town of Los Gatos. Our firm is celebrating 48 years providing land planning and environmental consulting to public agencies throughout California.

EMC Planning Group has prepared 25 environmental documents for the Town over the past 15 years including environmental impact reports (EIR), EIR addendums, initial studies and mitigated negative declarations, documentation for categorical exemptions, CEQA Guidelines 15168 consistency analyses, CEQA noticing, mitigation monitoring and reporting programs, and CEQA findings and statements of overriding considerations.

During the last 15 years, our staff has acquired an in-depth understanding of the environmental and political issues facing development in the Town, and have developed efficient working relationships with Community Development Department staff and Town Counsel. Recently, we have assisted the Town with CEQA documentation for SB 330 projects, and continue to work on two, very large mixed-use SB 330 projects. These projects are discussed in more detail in the attached proposal.

Our general philosophy in environmental analysis is to view every project individually, to take the time to understand how the project would impact the environment, and provide thoughtful analysis and mitigation measures to minimize impacts. Our goal is to prepare an

informative, defensible document, through team collaboration and providing valuable consultation to Town staff.

We have reviewed the Town's contract template for the Consultant Services Agreement and do not have any exceptions or changes to the contract provisions.

Please don't hesitate to contact me if you have any questions regarding this submittal. We look forward to the opportunity to continuing providing CEQA-compliance services to the Town.

Sincerely,

Teri Wissler Adam

Teri Wissler Adam
Senior Principal

Proposal

Town of Los Gatos – Environmental Proposal

October 3, 2025

Prepared by

[redacted]Planning Group

PROPOSAL

TOWN OF LOS GATOS – ENVIRONMENTAL PROPOSAL

PREPARED FOR

Town of Los Gatos

Community Development Department

110 E. Main Street

Los Gatos, CA 95030

Tel 408.354.6874

PREPARED BY

EMC Planning Group Inc.

601 Abrego Street

Monterey, CA 93940

Tel 831.649.1799

Fax 831.649.8399

Teri Wissler Adam, Senior Principal

wissler@emcplanning.com

www.emcplanning.com

October 3, 2025

This document was produced on recycled paper.

Table of Contents

1.0 CERTIFICATE FORMS 1-1

2.0 REVIEW OF SCOPE OF SERVICES 2-1

2.1 Understanding of Scope of Services 2-1

2.2 Ability to Provide Scope of Services 2-2

3.0 EXPERIENCE AND EXPERTISE 3-1

3.1 Introduction 3-1

3.2 Notable Awards 3-1

3.3 EMC Planning Group Environmental Planning Services 3-2

3.4 Understanding of Minimum Qualifications 3-5

3.4 Relevant Experience 3-7

4.0 QUALIFICATIONS OF KEY PERSONNEL 4-1

4.1 EMC Planning Group Key Personnel 4-1

4.2 Subconsultants 4-2

5.0 TIMELINE 5-1

6.0 SAMPLE WORK 6-1

7.0 DISCLOSURE OF LITIGATION/DISCIPLINE 7-1

8.0 REFERENCES 8-1

9.0 INSURANCE COVERAGE 9-1

10.0 PRELIMINARY FEE SCHEDULE 10-1

Attachments

Attachment A EMC Planning Group Resumes

Attachment B Subconsultants Qualifications

Attachment C Sample Work

Tables

Table 1 EMC Planning Group Key Personnel..... 4-1

Table 2 Subconsultants 4-2

Table 3 Estimated CEQA Documentation Production Schedule..... 5-1

Table 4 EMC Planning Group Fee Schedule 10-1

1.0 Certificate Forms

The certificate forms listed below are found on the following pages.

- Town RFP Attachment 1 – Conflict of Interest Statement (2 pages)
- Town RFP Attachment 2 – Non-Collusion Declaration (1 page)
- Town RFP Attachment 4 – Statement regarding Insurance Coverage and Worker's Compensation Insurance Acknowledgement Certificate (1 page)

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I/We EMC Planning Group Inc. (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract.

No other relationships may have an impact on this contract.

I/We EMC Planning Group Inc. (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract.

No other relationships may have an impact on this contract.

Pursuant to Government Code section 1090 and any other laws, rules, and regulations that may apply, the Proposer covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 2, 2025 [date], at Monterey [city], California [state].

EMC Planning Group Inc.	President & Senior Principal
Proposer Name (Person, Firm, Corp.)	Title of Authorized Representative
601 Abrego Street, Monterey, CA 93940	Michael J. Groves, AICP, President & Senior Principal
Address	Name of Authorized Representative
Monterey, CA 93940	
City, State, Zip	
October 2, 2025	
(Date)	(Signed)

ATTACHMENT 2 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I am the President & Senior Principal [Insert Title] of EMC Planning Group Inc. ,[Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/02/2025 [date], at Monterey [city], CA [state].

By: _____

Name: Michael J. Groves, AICP, President & Senior Principal

Title: President & Senior Principal

ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

EMC Planning Group Inc.
Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Michael J. Groves, AICP, President & Senior Principal
Name & Title of Authorized Representative

10-2-25
Date of Signing

2.0 Review of Scope of Services

2.1 Understanding of Scope of Services

EMC Planning Group has been assisting the Town of Los Gatos with California Environmental Quality Act (CEQA) compliance for 15 years, and our staff is intimately familiar with the kinds of projects and environmental review processes associated with both private and public projects in Los Gatos. We understand the Town is seeking up to two qualified consultants to provide environmental consulting services for the Community Development Department. The firm also understands the Town's Community Development Department processes an average of five initial studies (IS) on a yearly basis, which result in approximately one environmental impact report (EIR) and four mitigated negative declarations (MNDs). As a result, the scope of services to be provided to the Town may include, but are not limited to, the following:

- Attendance at preliminary scoping meetings with staff for any referred projects that are not exempt from CEQA;
- Review and analysis of background/technical reports;
- Field visits and documentation of existing site conditions;
- Preparation of initial studies;
- Preparation of negative declarations, mitigated negative declarations, and environmental impact reports;
- Preparation of mitigation monitoring programs when required;
- Preparation of findings of fact and statements of overriding considerations;
- Attendance at public hearings as required;
- Preparation of follow-up clarification letters or documentation for any initial studies, negative declarations, mitigated negative declarations, or environmental impact reports on an as needed basis; and
- Advice related to CEQA.

2.2 Ability to Provide Scope of Services

Scope of Services

EMC Planning Group specializes in assisting public agencies with environmental review, technical assessment, and preparation of environmental compliance documentation. Environmental impact assessment requires a technical understanding of natural processes and how those processes might be affected by proposed projects. The firm's approach to each environmental project performed for public agencies includes:

- Thoroughly researching, analyzing, and identifying the environmental impacts of a development project or land use plan;
- Providing complete informational documents for decision-makers on the environmental impacts and effects;
- Preparing the appropriate environmental documentation in compliance with CEQA, the National Environmental Policy Act (NEPA), and other local, regional, state, and federal agencies regulations and laws;
- Developing workable mitigations to reduce the impact of identified environmental impacts, and
- Preparing and implementing plans for monitoring and mitigation.

EMC Planning Group employs several environmental planners and analysts specializing in CEQA compliance, as well as a team of biologists and an archaeologist. A team of subconsultants is utilized to evaluate environmental effects such as noise, greenhouse gas emissions, and built historic resources, and those associated with transportation. Subconsultants may also be used for complex air quality analysis, such as health risk assessments, when necessary.

Project Management & Methodology

Project Management

Since the EMC Planning Group team is located in Monterey, California, it is assumed that a majority of the environmental planning consultant services will be provided via email, phone calls, and virtually via Zoom or other virtual conferencing services. Staff will provide "on-site" or "in-person" services on an "as-needed" basis as agreed upon by the Town and EMC Planning Group.

EMC Planning Group personnel has the experience to take on projects of any size and land use type. A staff of up to 25 team members assume a variety of roles and responsibilities, and carry out a full-range of tasks from highly-technical assessments to administrative tasks. This structure allows the firm to reduce costs and maintain flexibility with regard to the management of multiple and simultaneous projects.

Each project is assigned a principal-in-charge, a project manager, and assistant project manager (depending on the size of the project), and the necessary number of team members to assist with research and development; coordinating with Town staff, writing sections of the environmental documentation, preparation of graphics, and production of documents.

Staff meetings at EMC Planning Group are held on a weekly basis to discuss project schedules and workload, and to track deadlines and the progress for all active projects. It is anticipated that the EMC Planning Group team assigned to perform services for the Town will meet on a weekly or bi-weekly basis to discuss current and upcoming projects, and other important items. Project meetings are also held as necessary and/or on an impromptu basis to address immediate issues that may arise.

Quality Control

The project manager and principal-in-charge review all versions of environmental compliance documents for technical adequacy following each revision, and prior to delivery to the client. Additionally, EMC Planning Group utilizes a variety of document templates for environmental and planning documents, and produces a "Style Guide" for employees to use when preparing documents and reports. This ensures consistency in the documents, especially when several team members are assigned to the same project.

Data and Materials Delivery

All documents would be provided electronically, unless otherwise requested by Town staff.

3.0 Experience and Expertise

3.1 Introduction

EMC Planning Group is an award-winning, interdisciplinary environmental compliance and land use planning firm located in Monterey, California. Since its inception in 1978, the firm has gained experience in a broad range of planning disciplines including, environmental planning and compliance, land use development and permitting, and municipal staff support. The firm assists public and private sector clients in navigating a variety of issues related to environmental compliance and regulatory permitting, land use planning, and entitlement process management. Our success and longevity are due in large part to the diversity, talent, and creativity of its team members. The firm's environmental planners, land use planners, GIS technicians, biologists, archaeologists, and other specialists are skilled professionals with the ability to deliver practical yet innovative solutions in a timely and cost-effective manner. EMC Planning Group is a State of California certified small business (SB-Micro), and a locally-certified green business.

3.2 Notable Awards

Town of Corte Madera 6th Cycle (2023 - 2031) Housing Element Update Subsequent EIR

- Environmental Analysis Document Award of Merit, Association of Environmental Professionals (2024)

City of Guadalupe 2042 General Plan Update

- Comprehensive Plan, Small Jurisdiction Award of Excellence, American Planning Association California Chapter, Central Coast Section (2023)

Gilroy 2040 General Plan and Program Environmental Impact Report

- Comprehensive Plan, Small Jurisdiction Award of Merit, American Planning Association California Chapter, Northern Section (2021)

Lillian Commons – Morgan Hill Medical Campus

- Planning for Health Award of Merit, American Planning Association California Chapter, Northern Section (2021)

City of Sand City Vibrancy Plan

- Economic Planning and Development Award of Merit, American Planning Association California Chapter, Northern Section (2020)

City of Salinas Economic Development Element

- Outstanding Planning Document, Association of Environmental Professional (2016)

- Economic Planning and Development Award of Excellence, American Planning Association California Chapter, Northern Section (2015)
- Economic Planning and Development Award of Merit, American Planning Association California Chapter (2015)

Camp Pico Blanco Scout Reservation Conservation Plan

- Outstanding Environmental Resource Document Award, Association of Environmental Professionals (2015)
- Innovation in Green Community Planning Award of Excellence, American Planning Association California Chapter, Northern Section (2014)

Fort Ord Reuse Plan Reassessment

- Best Practices Award of Merit, American Planning Association California Chapter, Northern Section (2013)

City of Gonzales Downtown Revitalization Plan

- Planning Implementation Award of Merit, American Planning Association California Chapter, Northern Section (2000)

Fort Ord Reuse Plan and EIR

- National American Planning Association Award and President William Clinton Model for Base Closure in the United States
- Outstanding Planning Award in the Category of Comprehensive Planning in a Small Jurisdiction, American Planning Association, National (1997)

3.3 EMC Planning Group Environmental Planning Services

CEQA and NEPA Compliance Services

EMC Planning Group assists public agencies in complying with the California Environmental Quality Act (CEQA) for projects funded by the State and from local sources, and the National Environmental Policy Act (NEPA) for projects funded by the federal government. The firm's goal is to provide thorough research and analysis of potential environmental impacts that may be caused by proposed projects, and supply clients with complete informational documents and findings. EMC Planning Group has the in-house technical expertise to conduct the following types of analyses:

- Visual impact assessment;
- Biological resource impact assessments;
- Archaeological and Tribal Resources impact assessments;
- Special-status species surveys and reports;
- Preconstruction surveys;

- Biological and Archaeological monitoring;
- Wetland delineation assessments; and
- Air quality and greenhouse gas emissions modeling and impact assessment.

CEQA Documentation

CEQA compliance service deliverables include the following:

- Categorical and statutory exemption reports and findings;
- CEQA guidelines Section 15183 consistency reports;
- Initial studies/negative declarations and mitigated negative declarations;
- Environmental impact reports (public review drafts and final drafts) including addendums and subsequent environmental impact reports;
- Noticing;
- CEQA findings; and
- Mitigation monitoring and reporting plans.

NEPA Documentation

NEPA compliance service deliverables for public agencies seeking federal funding for public works and infrastructure projects include the following:

- Categorical exclusion reports and findings;
- Environmental assessments/finding of no significant impact (FONSI); and
- Environmental impact statements.

EMC Planning Group has prepared NEPA documentation for federal agencies including:

- U.S. Housing and Urban Development;
- U.S. Environmental Protection Agency;
- U.S. Department of the Army;
- U.S. Department of Veterans Affairs;
- Federal Highway Administration (via the California Department of Transportation); and
- United States Department of Agriculture.

Biological Resources

EMC Planning Group biologists offer adaptive and innovative solutions to environmental compliance challenges. The firm provides comprehensive and scientifically defensible analyses and biological resources documentation to comply with CEQA and NEPA requirements. Services and deliverables are summarized the following page:

- Literature reviews, database searches, and field surveys;
- Constraints analyses and plant community mapping;
- Focused surveys and habitat assessments for special-status species;
- Pre-construction focused surveys and construction monitoring;
- Mitigation planning and monitoring; and
- Preliminary assessment and/or delineation of wetlands and waters of the U.S.

Regulatory Permitting

EMC Planning Group biologists are experienced in assisting public agencies, as well as private property owners, with obtaining permits from various local, regional, state, and federal agencies. Permits include, but are not limited to:

- Individual and nationwide permits from the U.S. Army Corps of Engineers pursuant to the Federal Clean Water Act;
- Incidental take permits from the U.S. Fish and Wildlife Service pursuant to the Federal Endangered Species Act;
- Incidental take permits from the California Department of Fish and Wildlife pursuant to the California Endangered Species Act;
- Streambed alteration agreements from the California Department of Fish and Wildlife pursuant to the California Fish and Game Code Section 1600; and
- Water quality certification from the Regional Water Quality Control Board pursuant to Section 401 of the California Clean Water Act.

Archaeological and Tribal Resources Services

EMC Planning Group provides the following services related to archaeological and tribal resources:

- CEQA/NEPA (Section 106) compliant archaeological surveys;
- California Historical Resources Information System (CHRIS) searches;
- Pedestrian surveys and testing;
- Data recovery;
- Archaeological construction monitoring;
- National Register of Historic Places (NRHP) Evaluation and Nomination; and
- Tribal consultation assistance pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18.

Deliverables include the following:

- Reports;
- Historic and archaeological records;
- Area of Potential Effect Maps;
- Tribal consultation offer letters; and
- Sacred land file record searches and findings.

Air Quality and Greenhouse Gas Emissions Analysis

EMC Planning Group's air quality and greenhouse gas emissions specialists conduct modeling using the California Emissions Estimator Model (CalEEMod) and Emissions Factor Model (EMFAC), prepare impact analyses, and develop emissions reduction/mitigation strategies for CEQA and NEPA documentation and development mitigation compliance. Deliverables include the following:

- Air quality and greenhouse gas emissions reports;
- Air quality and greenhouse gas emissions sections of initial studies;
- Air quality and greenhouse gas emissions sections of EIRs; and
- Greenhouse gas reduction plans to implement GHG mitigation measures.

3.4 Understanding of Minimum Qualifications

EMC Planning Group understands the Town intends to contract with up to two consulting firms to provide environmental consulting services, and these firms shall satisfy the minimum qualifications as listed in the Town's RFP. The selected firms shall:

- Have experience reviewing development proposals and preparing appropriate environmental documents based on the scope of the project;
- Have experience preparing environmental documents;
- Have experience and familiarity with hillside development;
- Have the ability to interpret and apply applicable Town codes, policies, standards, and guidelines; and
- Provide timely responses to the Town.

EMC Planning Group's Ability to Satisfy the Minimum Requirements

Experience Preparing Environmental Documents

As outlined in Section 3.3, EMC Planning Group Environmental Planning Services, our firm has the ability to prepare environmental documentation in compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other federal, state, and local regulatory agencies.

Our expertise lies in project management and preparation of EIRs, initial studies, mitigated negative declarations, mitigation monitoring and reporting programs (and assisting with mitigation implementation and monitoring), all required CEQA noticing, CEQA findings for negative declarations and EIRs, and categorical exemption documentation and noticing. In addition, the firm prepares various stand-alone technical reports used in environmental documents such as biological resources evaluations, archaeological reports, air quality and greenhouse gas emissions studies, visual impact studies, and land evaluation and site assessments (LESA) to assist in determining whether impacts to agricultural resources are significant.

The firm subcontracts with a variety of technical firms, with which EMC Planning Group has developed strong relationships, to conduct analysis and prepare reports to address issues such as architectural historic resources, geologic constraints, hydrological changes, noise, and traffic. Subconsultants are chosen based upon the experience deemed necessary to complete a specific type of project, and EMC Planning Group's experience with their quality of work and responsiveness. In response to this RFP, our firm has included five subconsultants as listed in Section 4.2, Subconsultants.

Interpretation and Application of Town Codes, Policies, Standards, and Guidelines

Since 1978, EMC Planning Group has not only assisted public agencies with environmental planning and compliance services, but land use development, permitting, and entitlement services as well. The firm's land use planning services include development proposal review and processing, and the preparation of the environmental documentation deemed necessary to satisfy compliance requirements. From an environmental review perspective, many of an agency's codes, policies, standards, and guidelines are used to assist with determining if a project's impact on the environment is significant and whether or not the agencies codes, policies, etc. are effective in ensuring the environmental effect is not significant.

Several senior staff members are not only experts in preparation of CEQA documentation, but are experienced planners or have obtained their AICP certification from the American Planning Association. Our staff members have provided staff planning services for various agencies and are currently acting as city staff for Sand City, processing a variety of development applications, which require interpretation and application of the agencies municipal code, as well as general plan policies and other agencies standards and guidelines.

Having prepared a number of environmental documents for the Town, our firm has become familiar with the Town's codes, policies, etc. that were adopted for the purpose of avoiding or minimizing environmental impacts.

Hillside Development Experience

EMC Planning Group has prepared dozens of environmental documents assessing a project's effects on the environment in hillside locations. Please refer to Section 3.4, Relevant Projects, for the firm's experience with hillside development projects.

3.4 Relevant Experience

EMC Planning Group has a long-standing relationship with the Town of Los Gatos. In addition to currently preparing several documents for the Town, the firm has completed numerous environmental planning projects for the Town as evidenced by the representative projects listed on below and on the following pages. Projects are listed in reverse chronological order (newest to oldest).

Projects in Los Gatos

220 Belgatos Road Subdivision IS/MND

Town of Los Gatos, July 2025 – Ongoing

EMC Planning Group has prepared a draft initial study for the Town of Los Gatos on a proposed 13-lot subdivision which includes amending the general plan land use designation from Public to Low Density Residential. The initial study addresses 13 single-family homes and 13 accessory dwelling units (ADUs). The project is located at the base of the hillside in Los Gatos. The initial study focuses on the following environmental issues: aesthetics, sensitive biological resources, and cultural and tribal cultural resources. This project is currently on hold as the applicant redesigns the project.

15300 and 15330 Los Gatos Boulevard (The Arya Mixed-Use Project) (SB 330) EIR

Town of Los Gatos, May 2025 – Ongoing

EMC Planning Group is preparing an EIR for the Town of Los Gatos on a proposed mixed use, seven-level, 175-unit luxury condominium/commercial project. The total project is 575,634 square feet and has an overall height of 116 feet and 6 inches from the commercial floor level to the top of the building located at the roof deck. The EIR is focusing on the following environmental topics: aesthetics, air quality including health risks, greenhouse gas emissions, energy, geotechnical issues, hazards and hazardous materials, noise, public services, transportation, tribal cultural resources, utilities and cumulative impacts.

14849 Los Gatos Boulevard Mixed-Use Development (The Luxe – North 40 Specific Plan) (SB 330) Initial Study

Town of Los Gatos, May 2025 – Ongoing

EMC Planning Group is preparing an initial study for the Town of Los Gatos on a proposed eight-level luxury condominium project, street level commercial space, and three levels of underground parking. Additional commercial space is also on the roof for a prospective eating establishment. The initial study is focusing on the following environmental topics: aesthetics, air quality including health risks, greenhouse gas emissions, energy, noise, public services, transportation, tribal cultural resources, utilities and cumulative impacts.

North 40 Specific Plan Phase II (SB 330) Initial Study

Town of Los Gatos, February 2024 – September 2025

EMC Planning Group conducted peer review of the applicant's technical documentation, and prepared an initial study to evaluate the environmental impacts of Phase II of the North 40 Specific Plan to determine if it qualifies for the CEQA streamlining process under CEQA Guidelines section 15183. The proposed project is an SB 330 application and includes 450 multi-family and townhome units (77 of which would be affordable), as well as 15,014 square feet of commercial/retail uses and 987 square feet of community/civic uses. The project also includes 8.4 acres of open space, which includes 3.5 acres of green open space. The initial study focused on the following environmental issues: aesthetics (tallest building is proposed to be about 100 feet tall); biological resources, cultural and tribal resources, air quality, greenhouse gas emissions, noise, transportation, and utilities. The initial study included the following conclusion: Although the proposed project could have a significant effect on the environment, because all potentially significant effects (1) have been analyzed adequately in the General Plan EIR pursuant to applicable standards, and (2) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further was required.

143 & 151 E. Main Street Mixed Use Project (SB 330) IS/MND

Town of Los Gatos, July 2024 – May 2025

EMC Planning Group prepared an initial study and mitigated negative declaration for the development of 30 multi-family units and 2,416 square feet of commercial/retail/restaurant use (SB 330 application) located at 143 and 151 E Main St in downtown Los Gatos. The initial study focused on the following issues: air quality, greenhouse gas emissions, transportation, and noise.

50 Los Gatos-Saratoga Road Multi-Family Housing (SB 330) Initial Study

Town of Los Gatos, April 2024 – February 2025

EMC Planning Group conducted peer review of the applicant's technical documentation, and prepared an initial study to evaluate the environmental impacts of a proposed multi-family housing project (SB 330 application) at 50 Los Gatos-Saratoga Road in Los Gatos to determine if it qualifies for the CEQA streamlining process under CEQA Guidelines section 15183. The proposed project includes an application for demolition of an existing motor lodge, and development of 155 townhome-style condominium units.

EMC Planning Group staff and team of subconsultants conducted peer review of the following technical reports: environmental noise assessment; air quality, health risk assessment, and greenhouse gas emissions analysis; historic property report; and biological resource evaluation. The initial study focused on whether the proposed project was consistent with the development density established by the Town's general plan and evaluated in the general plan EIR or whether there would be project-specific significant effects which are peculiar to the project or its site that were not addressed in the EIR. EMC Planning Group and Town staff concluded that the project did qualify for the streamlining process.

16100 Greenridge Terrace Planned Development Addendum EIR

Town of Los Gatos, May 2023 – August 2023

EMC Planning Group prepared an addendum to a previously-certified EIR to address grading and development of an emergency access road to a subdivision in the hills of Los Gatos. The analysis focused on the following issues: biological resources including tree removal, air quality, cultural resources, erosion and water quality, construction noise, and wildfire. Based on EMC Planning Group's review of the proposed project changes, the conclusions, impact determinations, and mitigation measures identified in the original EIR were still applicable and adequate, and would also apply to the secondary emergency access road. No changes to the EIR were required and no additional environmental analysis associated with the proposed project was required. The proposed project changes and EIR addendum were present to the Town's Design Review Committee in August 2023 and approved.

110 Wood Road – Los Gatos Meadows Senior Living Community EIR & Revised Project CEQA Review

Town of Los Gatos, August 2020 – September 2022 (EIR), May 2024 – December 2024 (Revised Project CEQA Review)

EMC Planning Group prepared an EIR for the proposed redevelopment of a senior living community in the Town of Los Gatos. The project includes demolition of an older, vacant senior housing facility in the hills above downtown Los Gatos, and construction of a new senior living community including the following:

- Eight, three- to five-story buildings rising from a ground level base containing the main building entry and reception, health center, and garage;
- 174 independent residential apartments totaling 334,574 square feet with 57 one-bedroom apartments and 117 two-bedroom apartments;

- A 20,588 square foot health center with 17 supporting care units specializing in assisted living care, memory care and respite care;
- 35,429 square feet of total amenity space (including fitness and dining areas);
- 35,280 square feet for back of house and mechanical space; and
- 91,827 square feet of parking space, with 77 standard parking spaces in the new garage.

The EIR focused on the following key environmental issues: impacts to visual resources (building massing and height) from various locations within the Town and from State Route 17, biological resources including removal of large protected trees and special-status plant species, forest land/fire hazards, geologic concerns, noise, public services, sewer capacity, solid waste, vegetation, growth inducement, water supply and groundwater, cultural resources, transportation (vehicle miles traveled), air quality, greenhouse gas emissions, and energy resources. In addition to the preparation of the EIR, EMC Planning Group also prepared a focused special-status plant survey for the project due to the presence of two special-status plant species onsite during biological surveys as part of the analysis of potential impacts to biological resources. EMC Planning Group also prepared the CEQA findings. The EIR was completed in 12 months.

EMC Planning Group reviewed the revised senior living community project to determine the appropriate level of CEQA review. The project was subject of a 2020-2022 draft/final EIR prepared by EMC Planning Group. The final EIR was eventually not certified and the project was not approved by the Town Council. The design changes to the proposed project will likely necessitate additional environmental review given the extent the changes and the previously identified environmental impacts in the draft/final EIR. While all potential impacts associated with the proposed project, as identified in the draft/final EIR, were determined to be less-than-significant with implementation of mitigation measures and/or Town standard conditions of approval, potentially significant impacts requiring mitigation were identified for the following issue areas: air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and wildfire hazards. EMC Planning Group prepared a modified CEQA checklist, using the previously prepared draft/final EIR, to evaluate the currently proposed plans in comparison to the previously proposed plans to determine if new or substantially increased environmental impacts would occur that were not evaluated in the draft/final EIR.

16100 Greenridge Terrace Planned Development and Subdivision EIR

Town of Los Gatos, March 2017 – April 2019

EMC Planning Group prepared an EIR on the proposed project consisting of an application to re-zone 36 acres located in the foothills of Los Gatos from HR 2 1/2 to HR 2 1/2 PD, and subdivide the property into eight large, residential lots. Environmental issues include visual impacts, biological resources including tree removal, cultural resources, geologic hazards, noise, and traffic. At public hearings on the project, the selection of alternatives, tree removal, and driveway length due to fire access in a wooded area were the primary concerns. Because there were no significant unavoidable

impacts, and all of the impacts were mitigated through standard types of mitigation (pre-construction surveys or tree replacement, for example), development of alternatives was a challenging task. The Town Council utilized the concept presented in one of the EIR alternatives, and expanded the area under open space easements.

Hillside Projects

In addition to the *16100 Greenridge Terrace Planned Development EIR and Addendum EIR* prepared for the Town of Los Gatos in 2019and 2023 respectively, EMC Planning Group has completed CEQA documentation for the following hillside projects in the past seven years.

Ridgemark Assisted Living Facility IS/MND,

County of San Benito, 2020

EMC Planning Group prepared an initial study for the County of San Benito on a proposed assisted-care facility with 155 rooms and 180 beds in two, three-story buildings with a combined interior area of approximately 136,378 square feet. The project is located at 3586 Airline Highway in the Ridgemark hillside area of unincorporated San Benito County. The analysis focused on the following environmental issues: hillside visual impacts, traffic, noise, air quality, greenhouse gas emissions, biological resources, and cultural resources.

Paraiso Springs Resort EIR

County of Monterey, 2020

EMC Planning Group prepared an EIR for a proposed 235-acre resort in southern Monterey County west of the cities of Soledad and Gonzales, in the foothills of the Santa Lucia mountains. The proposed project includes an after the fact demolition permit for demolition of nine historic cottages; a combined development permit consisting of a general development plan to allow the phased redevelopment of a resort; a use permit for the creation of 77 timeshare units; a vesting tentative map for the creation of 60 airspace condominium units; a standard subdivision to allow the merger and subdivision of approximately 235 acres into 23 lots; a use permit for removal of 185 protected oak trees; and a use permit for development on slopes in excess of 30 percent. The environmental issues addressed in the EIR include visual impacts, air quality, sensitive biological resources including the removal of protected oak trees, demolition of historic resources, archaeological resources, greenhouse gas emissions, surface and groundwater quality impacts, noise, traffic impacts, water demand, and wastewater generation.

Montalvo Oaks Subdivision EIR and Subsequent IS/MND

City of Monte Sereno, 2019

EMC Planning Group prepared an EIR for the City of Monte Sereno in 2013 for a general plan amendment to authorize a multi-family land use designation, a zoning amendment creating a residential multi-family zoning district, and an ordinance establishing the prezoning for a 4.45-acre project site consistent with the multi-family zoning ordinance. The project site is \ located outside of and immediately adjacent to the city limits, at 18840 Saratoga Los Gatos Road (State Route 9).

In 2018, the city received applications for a general plan amendment, zoning amendment, annexation, planned development, subdivision, and use permit for development of the 4.45-acre project site. EMC Planning Group evaluated the proposed project to determine if the 2013 certified EIR was sufficient to approve the project, or whether an addendum, or supplemental or subsequent EIR would be required. In addition to the environmental analysis, EMC Planning Group also prepared the staff report, CEQA findings, mitigation monitoring program, and resolutions. The major environmental issues were traffic, noise, visual impacts, and impacts to oak woodlands.

Stirling Subdivision Initial Study

Town of Los Altos Hills, 2018

EMC Planning Group prepared an initial study for a proposed 18.18-acre, nine-lot residential subdivision in the northwestern portion of the Town of Los Altos Hills. The property generally slopes downward to the northeast from its highest point of about 510 feet in the northeast corner to a low of about 310 feet along the westernmost reach of a tributary to Matadero Creek, which forms most of the western and southern boundary of the property. The primary habitat types within the site include non-native grassland and oak woodland. The initial study focuses on the following environmental issues: visual impacts, sensitive biological resources and wildlife movement corridors, loss of heritage oak trees, and geotechnical hazards.

4.0 Qualifications of Key Personnel

4.1 EMC Planning Group Key Personnel

Personnel who may be assigned to project preformed under contract to the Town, should EMC Planning Group be chosen, are listed in Table 1, EMC Planning Group Key Personnel. The qualifications and experience of the personnel listed in Table 1 are found in Attachment A, EMC Planning Group Resumes.

Table 1 EMC Planning Group Key Personnel

Staff	Proposed Project Role	Years of Experiences
Teri Wissler Adam Senior Principal	Principal-in-Charge Project Manager/CEQA and NEPA Advisor	34 years of CEQA/NEPA compliance project management experience
Ron Sissem, MRP Senior Principal	Lead Air Quality, Greenhouse Gas Emissions and Energy Analyst	37 years of project management experience in CEQA compliance
Janet Walther, MS Principal Biologist	Biological Resources Lead	22 years of experience in the field of biology, biological resources, and permitting and regulatory compliance
Shoshana Lutz Senior Planner	Project Manager/CEQA and NEPA Documentation and Analysis	8 years of CEQA/NEPA compliance experience
Esme Wahl Senior Planner	CEQA Documentation and Analysis	2 years of CEQA compliance experience
Kylie Pope, MSP Associate Planner	CEQA Documentation and Analysis	3 years of housing element update and municipal planning experience, 2 years of CEQA compliance experience
Troy Lawson, MCRP Associate Planner	CEQA Documentation and Analysis	4 years of CEQA compliance experience
Rose Ashbach, MS Associate Biologist	Biological Resources Analyst	17 years of experience in the field of biology, biological resources, and regulatory compliance
Kimiya Ghadiri Associate Biologist	Biological Resources Analyst	9 years of experience in the field of biology, biological resources, and regulatory compliance
Vanessa Potter, MA, RPA Archaeologist	Cultural Resources Analyst	12 years of experience in the fields of archaeology and anthropology

4.2 Subconsultants

EMC Planning Group contracts with subconsultants for technical expertise which the firm does not have in-house. Subconsultants are hired on a project-by-project basis depending on the scope of the project, and the expertise deemed necessary to complete it. EMC Planning Group selects appropriate subconsultant(s) as deemed relevant at the time a project is assigned. For the purposes of this proposal, EMC Planning Group has chosen the consulting firms listed in Table 2, Technical Subconsultants. Full qualification packages including the key personnel, experience, references, and the fee schedule of each firm are found in Attachment B, Subconsultants Qualifications.

Should the need for other technical specialties not listed in Table 2 become necessary, EMC Planning Group will pair with the appropriate firm and/or consultant based on the needs of the project. EMC Planning Group will provide the Town with complete qualifications packages of the selected subconsultant(s), and will not contract with any subconsultant or firm without receiving written consent from the Town. EMC Planning Group is also willing to work with any subconsultants that may be suggested or preferred by the Town.

Table 2 Subconsultants

Firm Name	Area of Expertise	Firm Information
Hexagon Transportation Consultants	Transportation/Traffic Studies and Peer Review	100 Century Center Court Suite 501 San Jose, CA 95112 (408) 971-6100 https://www.hextrans.com/
Illingworth & Rodkin, Inc.	Noise and Health Risk Assessments	429 Cotati Avenue Cotati, CA 94931 (707) 794-0400 https://illingworthrodkin.com/
Ninyo & Moore	Hazardous Materials, Geotechnical Services	2149 O'Toole Avenue Suite 30 San Jose, CA 95131 (408) 435-9000 https://ninyoandmoore.com/
Page & Turnbull, Inc.	Architectural History, Built Historic Resources	170 Maiden Lane 5th Floor San Francisco CA 94108 (415) 362-5154 https://page-turnbull.com/
WJV Acoustics, Inc.	Noise	113 N. Church Street Suite 203 Visalia, CA 93291 (559) 627-4923 https://wjvacoustics.com/

5.0 Timeline

A timeline for each element of the proposal is requested in the Town's RFP. EMC Planning Group recognizes that scope of services required for each project is different, therefore the firm develops project schedules on a project-by-project basis depending on the scope of services required to complete it. Table 3, Estimated CEQA Documentation Production Schedule, provides approximate timeframes for the completion of CEQA documents.

Table 3 Estimated CEQA Documentation Production Schedule

Environmental Documentation	Completion Timeframe
California Environmental Quality Act (CEQA)	
Categorical Exemption (Notice of Exemption and Findings)	2 to 4 weeks
Negative Declaration/Mitigated Negative Declaration with Initial Study (IS/MND)	4 to 6 months
Environmental Impact Report (Draft)	6 to 9 months
Response to Comments and Final Environmental Impact Report	2 to 4 months
Mitigation Monitoring and Report Program	1 week
CEQA Findings of Fact and Statement of Overriding Considerations	2 weeks

6.0 Sample Work

The following documents are provided as samples of work and found in Attachment C, Sample Work.

- 50 Los Gatos-Saratoga Road Townhome-Style Condominiums – Final Initial Study
- 16100 Greenridge Terrace Secondary Emergency Access Road & Off-Site Road Extension – EIR Addendum
- 110 Wood Road – Los Gatos Meadows Senior Living Community – Draft and Final EIR

7.0 Disclosure of Litigation/Discipline

Neither EMC Planning Group, nor any of its personnel, have been disciplined or censured by any regulatory body, or been involved in litigation or legal proceedings relating to the provision of services within the last five years.

8.0 References

Please see Town RFP Attachment 3, References, on the following pages.

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1.

County ot Merced	2222 "M" Street, Merced, CA 95340
Name of Agency	Agency Address
Tiffany Ho	Deputy Director of Planning
Contact Name	Contact Title
(209) 385-7654, ext. 440	Tiffany.Ho@countyofmerced.org
Contact Telephone	Contact Email Address
2011 - Present (Multiple Projects)	$550,113.00 (Combined total for all projects)
Contract Period	Contract Amount

Environmental planning services: CEQA Compliance (preparation of documentation), Biological Resources,

Archaeological Resources & Tribal Consultation, Management of Contracted Subconsultants

Description of services performed including costs.

2.

City of Gilroy	7351 Rosanna Street, Gilroy, CA 95020
Name of Agency	Agency Address
Sharon Goei	Community Development Director
Contact Name	Contact Title
(408) 846-0248	sharon.goei@cityofgilroy.org
Contact Telephone	Contact Email Address
From 1991 to Present (Multiple Contract)	$5,800,000.00 (Combined total for all projects)
Contract Period	Contract Amount

Environmental planning services: CEQA Compliance (preparation documentation, Biological Resources

Archaeological Resources. Mangement of Contracted Subconsultants, Land-Use Planning (Current & Adavnce Planning)

Description of services performed including costs.

3.

Town of Corte Madera	240 Tamal Vista Blvd., Suite 110, Corte Madera, CA 94925
Name of Agency	Agency Address
Martha Battaglia	Senior Planner
Contact Name	Contact Title
(415) 927-5791	mbattaglia@tcmmail.org
Contact Telephone	Contact Email Address
2021 - Present (Multiple Projects)	$262,000.00 (Combined total for all projects)
Contract Period	Contract Amount

Environmental Planning Services (preparation of IS/MNDs and one Housing Element EIR)

Description of services performed including costs.

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer	Michael J. Groves, AICP	10-2-25
	Name	Date

9.0 Insurance Coverage

Documents related to EMC Planning Group insurance coverage are found on the following pages.

- Certificate of Liability Insurance (2 pages)

CERTIFICATE OF LIABILITY INSURANCE

D ITEM NO. 8.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Monique Thanos, CIC	
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234	FAX (A/C, No): (831) 624-4605
	E-MAIL ADDRESS: moniquet@carmelinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
EMC Planning Group, Inc. 601 Abrego Street Monterey CA 93940	INSURER A : Admiral Insurance Company	
	INSURER B : United Financial Casualty Co.	23787
	INSURER C : Republic Indemnity Company of America	9999
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** GL-Prof, BA, WC, Excess **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $10,000 Deductible/Occurrence [X] Hired & Non-Owned Auto Sublimit GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FEIECC2432507	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired-Non Owned Auto	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ (1,000,000)
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			975320393	12/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FEIEXS2432607	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		18205515	12/01/2024	12/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retroactive Date 8/22/02			FEIECC2432507	12/01/2024	12/01/2025	Each Wrongful Act/Claim General Aggregate Limit Deductible/Wrongful Act	$2,000,000 $2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

EMC Planning Group, Inc.
601 Abrego
Monterey CA 93940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew J. Ritter

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Carmel Insurance Agency, Inc. PO BOX 6117, CARMEL, CA 93921	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Financial Casualty Company	11770
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EMC Planning Group, Inc.
601 Abrego St
Monterey, CA 93940

COVERAGES **CERTIFICATE NUMBER:** 694666793949550642D060325T001133 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	975320393	06/01/2025	12/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	975320393	06/01/2025	12/01/2025	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EMC Planning Group, Inc.
601 Abrego St
Monterey, CA 93940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Pearl

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Carmel Insurance Agency, Inc.	EMC Planning Group, Inc. 601 Abrego St Monterey, CA 93940
POLICY NUMBER 975320393	
CARRIER / **NAIC CODE** United Financial Casualty Company / 11770	**EFFECTIVE DATE:** 06/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$1,000,000 Combined Single Limit
Broad Form	Matching Limits All Coverages

(2008/01)

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10.0 Preliminary Fee Schedule

Table 4, EMC Planning Group Rate Schedule, lists the is the hourly rates for all position levels at EMC Planning Group. The following fee structure is effective as of January 1, 2025. The Town should estimate an annual (yearly) increase of five percent (5%) for each of the positions listed in the rate schedule. Rates are subject to change at the discretion of the company. Fee schedules for all technical subconsultants are found in Attachment B.

Table 4 EMC Planning Group Fee Schedule

Staff Position/Level	Hourly Billing Rate	Monitoring Rate
PRINCIPALS		
Senior Principal	$295.00	
Principal	$275.00	
PLANNERS/ENVIRONMENTAL ANALYSTS		
Principal Planner	$245.00	
Senior Planner	$225.00	
Associate Planner	$195.00	
Assistant Planner	$150.00	
BIOLOGISTS		
Principal Biologist	$245.00	$150.00
Senior Biologist	$200.00	$130.00
Associate Biologist	$185.00	$120.00
Assistant Biologist	$145.00	$100.00
ARCHAEOLOGIST		
Registered Professional Archaeologist	$145.00	$125.00
SUPPORT STAFF		
Desktop Publisher	$175.00	
Executive Assistant/Production Manager	$165.00	
Administrative Assistant	$125.00	
GIS/Graphics Technician	$150.00	

EMC Planning Group Resumes

A

ATTACHMENT

Teri Wissler Adam

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Ms. Wissler Adam joined the EMC Planning Group in 1991. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Ms. Wissler Adam directs the CEQA and NEPA compliance projects for the firm. She has been responsible for a large variety of private projects, including residential, commercial, industrial, mixed-use, and large specific plan and general plan projects. She has also managed several projects for public facilities, such as recycled water projects, roadway projects, bikeway projects, bridge projects, elementary schools, high schools, and college campuses, and other public facilities, such as health clinics, landfills, child development centers, and federal research facilities. She has represented public clients throughout Monterey County, San Benito County, Santa Clara County, Marin County, Alameda County, Merced County, San Luis Obispo County, San Mateo County, Stanislaus County, Santa Cruz County, Sonoma County, Humboldt County, and Los Angeles County.

EDUCATION

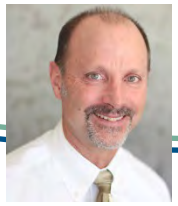
B.S. California Polytechnic State University at San Luis Obispo, Business Administration, Concentration in Environmental Management, 1991

PROFESSIONAL ACHIEVEMENTS

- Presenter, CEQA Seminar, Lorman Education Services
- Presenter, CEQA Workshop, Association of Environmental Professionals
- Member, Association of Environmental Professionals
- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009
- Past Director/President/Newsletter Editor, Monterey Bay Area Chapter, Association of Environmental Professionals

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Ron Sissem, MRP

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Sissem worked for EMC Planning Group for three years writing environmental impact reports in the 1980s before taking on international assignments with USAID and the World Bank. His international experience includes national resource and protected area management in Mongolia, environmental auditing/impact evaluation to address business development lending risks in Bosnia and Herzegovina, clean technology deployment in India to reduce greenhouse gas emissions, and environmental compliance for USAID-funded economic development projects.

In 2002, Mr. Sissem returned to EMC Planning Group and has been a principal since 2016. His primary responsibilities are to manage large land planning and environmental review projects. He assists public agencies with California Environmental Quality Act (CEQA) compliance for diverse, complex projects; manages preparation of specific plans and general plans; and manages planning and entitlement processes for private clients.

Mr. Sissem is the firm's climate change/greenhouse gas emissions specialist. He manages climate change impact analyses for CEQA documents, consults local agencies on integrating climate planning strategies/policy/emission reduction measures into advanced planning documents (e.g. general plans and specific plans), and consults developers on climate change mitigation project design.

EDUCATION

M.R.P. University of North Carolina at Chapel Hill, Urban and Regional Planning, 1995

B.S. University of California at Santa Barbara, Geography, 1982

B.A. University of California at Santa Barbara, Environmental Studies, 1982

PROFESSIONAL ACHIEVEMENTS

- Awards, *City of Salinas Economic Development Element*, 2014
  - Outstanding Planning Document-Association of Environmental Professional (2016)
  - Economic Planning and Development Award of Excellence-American Planning Association, California Chapter, Northern Section (2015)
  - Economic Planning and Development Award of Merit-American Planning Association California Chapter (2015)
- Presenter, Advanced CEQA Workshop, Association of Environmental Professionals (2009, 2010, 2013)
- Authored "A Guide to Maximizing Profits and Business Stability through Environmental Management," produced by the World Bank
- Federation of Bosnia, Ministry of Environment Achievement Award for advancement of environmental management in Bosnia

Janet Walther, MS

PRINCIPAL BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Walther joined the firm in 2003 and has been working in the field of biology since 2000. She is responsible for performing botanical and wildlife surveys; wetland and waters of the U.S. determinations; data analysis; and reports in support of management agreements, permits, and mitigation monitoring. She assists clients in complying with the Federal Endangered Species Act, California Endangered Species Act, Sections 401 and 404 of the Clean Water Act, California Fish and Game Code, and local (county and/or city) regulations.

Ms. Walther works with clients to design projects to avoid or minimize impacts to threatened and endangered species. Where impacts are unavoidable, she helps create mitigation strategies and the application documents necessary to obtain the required permits, including habitat conservation and land management plans.

In addition to her experience in biological survey and reporting, Ms. Walther is responsible for preparation of environmental documents in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She produces a variety of graphics for use in environmental and natural resources documents and routinely works with ArcGIS, AutoCAD, and Adobe Illustrator/Photoshop.

In previous positions, Ms. Walther inventoried both native and non-native species in compliance with regulatory requirements, and assisted in preparing California Energy Commission Applications for Certification for four major power plant projects in California. She also conducted biological survey work in southern California and the High Desert and wetland and endangered species survey work in Nevada, Arizona, Georgia, and Florida.

EDUCATION

M.S. California State University Monterey Bay, Coastal Watershed Science and Policy, 2014

B.S. California Polytechnic State University at San Luis Obispo, Ecology and Systematic Biology, 2000 - Concentration: Environmental Management

CERTIFICATES AND TRAINING

- Biology and Management of California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2007
- Biology and Management of California Red-legged Frog Workshop, Elkhorn Slough Coastal Training Program, 2007
- OSHA 40-hr HAZWOPER Certificate, 2001 and 8-hr Refresher Training, 2002-2007
- California Pesticide Application Certification, 2003/2004
- Army Corps of Engineers Wetland Delineation Training, 2002

PROFESSIONAL ACHIEVEMENT

- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009

Shoshana Lutz

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

Mrs. Lutz joined the firm in 2017 with the primary responsibility of writing and managing initial studies, environmental impact reports, and categorical exemptions in compliance with the California Environmental Quality Act (CEQA). Mrs. Lutz also prepares categorical exclusions under the National Environmental Policy Act (NEPA).

She has experience across a range of project types including residential and commercial development, school sites, recreation facilities, and coastal development/infrastructure. In addition to her environmental work, Mrs. Lutz provides private clients with permit processing and entitlement assistance as well as ongoing municipal planning assistance and representation at public meetings.

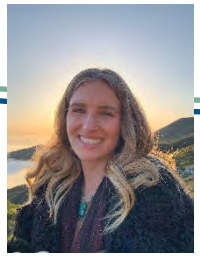
Prior to joining EMC Planning Group, Mrs. Lutz worked for the City of Carmel-by-the-Sea in the Community Planning and Building Department. Her responsibilities included assisting with preliminary plan check review for building and planning applications, conducting preliminary site assessments on residential properties, and conducting preliminary design reviews in residential and commercial areas.

EDUCATION

B.S. California State University Monterey Bay, Environmental Science Technology and Policy, Emphasis in Ecology and Natural Resources, 2014

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Esme Wahl

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

Ms. Wahl joined EMC Planning Group in 2023. Her area of expertise is in coastal planning, grant writing, and project management. Ms. Wahl has extensive experience in Local Coastal Program amendments, coastal development permit applications, public agency staff support, grant writing and grant management, community and stakeholder outreach, and client representation at public hearings.

At EMC Planning Group, Ms. Wahl has worked on several local coastal program updates, including a comprehensive update for the the City of Marina, a coastal hazards policy amendment for the City of Carmel-by-the-Sea, and an amendment related to archaeological and visual resources for the County of Mendocino.

Ms. Wahl is currently leading two grant funded coastal trail projects in Monterey County. She is managing teams that include civil engineers, landscape architects and technical experts to ensure project compliance with multiple stakeholders, including the State Coastal Conservancy, Department of Parks and Recreation and the California Coastal Commission.

Professional achievements include co-leading the *Changing Climates and Coastalines* mobile workshop, which engaged planners statewide in strategies for climate adaptation along vulnerable shorelines, and co-organizing the *Safety and Wildfire Planning* mobile workshop at the 2025 APA Conference.

Ms. Wahl previously worked for the California Coastal Commission as a Coastal Analyst where she worked with local governments on issues such as sea-level rise adaptation planning, groundwater basin sustainability, and public access. She primarily worked with the County of San Luis Obispo to ensure local projects were consistent with Coastal Act and Local Coastal Program policies.

EDUCATION

B.S. – Earth Science, Environmental Geology concentration, University of Santa Cruz, 2021. Graduated with highest honors.

PROFESSIONAL ACHIEVEMENTS

- APA California 2025 – Changing Climates and Coastlines Mobile Workshop Speaker

Kylie Pope, MSP

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Ms. Pope joined the firm in August 2022 as an Assistant Planner, supporting the EMC Planning Group Housing team. She was promoted to Associate Planner in May 2023. Her primary responsibilities include preparing complex and detailed written housing elements, general plan updates, municipal code amendments, and other planning documents to support local jurisdictions in achieving compliance with state requirements.

In the last year, Ms. Pope has worked on several environmental projects, including the preparation of initial studies/mitigated negative declarations, environmental impact reports, and categorical exemptions, ensuring compliance with the California Environmental Quality Act (CEQA) and other regulatory frameworks.

Ms. Pope has experience supporting a diverse range of environmental planning projects, including residential and commercial developments, school sites, recreation facilities, and infrastructure projects. Additionally, she provides clients with assistance in preparing and filing environmental documentation to the State Clearinghouse to ensure compliance with CEQA and other regulatory requirements.

EDUCATION

M.S.P. Florida State University, Urban and Regional Planning, 2021

B.S. Florida State University, Sociology, 2018

PROFESSIONAL AFFILIATIONS

- American Planning Association, Florida Chapter

TECHNICAL PROFICIENCIES

Adobe Creative Suite, ArcGIS Pro, Canva, Google Workspace, Issuu, JotForm, Mailchimp, Microsoft Office, Sprout Social, SPSS STATA, SurveyMonkey, Wagtail CMS, WordPress

Troy Lawson, MCRP

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Mr. Lawson joined the firm in 2025. His current responsibilities include preparation of environmental review documentation in compliance with the California Environmental Quality Act (CEQA). His professional expertise spans a range of environmental and land-use planning project types including CEQA compliance, coastal and environmental permitting, city contract planning, land acquisition and entitlements, preparation of housing elements, and California Department of Drinking Water State Revolving Fund projects. Technical proficiencies include CalEEMod and extensive experience with ESRI ArcGIS mapping.

Prior to working for EMC Planning Group, Mr. Lawson worked for another private sector firm assisting with land use and environmental planning projects. While earning his M.C.R.P., he worked on current and environmental planning projects for the County of San Luis Obispo as a Planning Assistant Intern, and for the Cal Poly Corporation/Central Coast Collaborative 4C as a Graduate Student Research Assistant.

EDUCATION

M.C.R.P. California Polytechnic State University-San Luis Obispo, City and Regional Planning Program, with a concentration in environmental planning and sustainability, 2020

B.S. California Polytechnic State University-San Luis Obispo, Geography & Anthropology with a concentration in human ecology, 2014

ACADEMIC AWARDS

Ken Schwartz Award, City and Regional Planning Department, Cal Poly, 2020

Cal Poly CRP Service Award City and Regional Planning Department, Cal Poly, 2020

INTERNSHIPS

Planning Student Intern, Current and Environmental Planning, County of San Luis Obispo, 2019 – 2020

Graduate Student Research Assistant, Cal Poly Corporation/Central Coast Climate Collaborative 4C, 2018 – 2020

Mapping, Charting, and Data Production Intern, Environmental Systems Research Institute (ESRI), 2014

GIS Intern, City of San Luis Obispo, GIS Division, 2013 - 2014

PROFESSIONAL DEVELOPMENT COURSES

Certificate in CEQA Practice, University of California, San Diego, 2023

PROFESSIONAL ASSOCIATIONS

- Member, Association of Environmental Professionals (AEP)

Rose Ashbach, MS

ASSOCIATE BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Ashbach joined EMC Planning Group in 2023. Responsibilities include general biological field surveys; preparation of focused surveys/habitat assessments for special-status wildlife species; jurisdictional wetland and waterway delineation; regulatory agency coordination, permitting and compliance support; and the preparation of resources technical reports and CEQA/NEPA biological resource impact analysis.

Ms. Ashbach's skills include the preparation reports to regulatory agencies; direction of all aspects of habitat restoration projects; production of graphics through ArcGIS, and biological monitoring. Monitoring experience of rare plant and animal species includes: California red-legged frogs, Southwestern pond turtle, California tiger salamander, nesting birds, bats, dusky-footed woodrats, Monterey spineflower, etc.

Ms. Ashbach possesses over 15 years of experience in the field of Biology. She previously worked planning, permitting, and implementing large scale restoration projects throughout California with an emphasis in the Monterey Bay region. She conducted biological surveys in Monterey County, as well as throughout the Columbia River Watershed, and in the High Desert of Nevada. Rose has also worked as a science educator for middle school students and as a lecturer at California State Monterey Bay.

EDUCATION

M.S. California State University; Monterey Bay
Watershed Science and Policy

B.S. California State University; Humboldt
Biology, Minor in Spanish

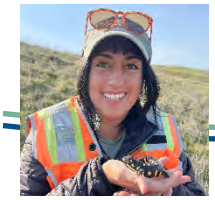
A.A. Monterey Peninsula College
Emphasis on Geology

CERTIFICATES AND TRAINING

- California Grass Identification (California Native Plant Society, 2023)
- California Tiger Salamander Training (Elkhorn Slough Training Program, 2023)
- Burrowing Owl Training (Elkhorn Slough Training Program, 2022)
- Western Snowy Plover Monitoring Training (Audubon, 2022)
- CNPS CEQA and NEPA Training (California Native Plant Society, 2011)
- ESRI GPS and GIS Certification
- Water Quality Training: Handheld multiparameter water quality meter

MASTER'S PROJECTS

- CSUMB Habitat Management Plan
- Water Policy and Conservation in the Monterey Bay Area
- Watershed Delineation for the City of Pacific Grove
- Macroinvertebrate Monitoring at Big Creek Reserve



Kimiya Ghadiri

ASSOCIATE BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Ghadiri joined EMC Planning Group in 2025 as an Associate Biologist. Responsibilities include general biological field surveys; preparation of focused surveys/habitat assessments for special-status plant and wildlife species; jurisdictional wetland and waterway delineation; regulatory agency coordination, permitting and compliance support; and the preparation of resources technical reports and CEQA/NEPA biological resource impact analysis.

Ms. Ghadiri possesses over nine years of experience in the field of biology. She has extensive experience in botanical evaluations, including rare and endangered species such as Monterey gilia, Monterey spineflower, and Seaside bird's beak. She has extensive experience managing and conducting pre-construction wildlife surveys including surveys for the following: nesting birds, Monterey and San Francisco dusky-footed woodrat, legless lizard, California red-legged frog, Santa Cruz long-toed salamander, and California tiger salamander. Ms. Ghadiri also has extensive experience in restoration/natural resource management, including activities involving the reclamation of former military lands and other disturbed site restoration, herbicide treatment, and permit acquisition.

Ms. Ghadiri previously worked for the California State Parks in Nature Resource Management, for the University of Miami as a research assistant specializing in Santa Cruz long-toed salamanders and other amphibian species, and for the University of California, Santa Cruz Fort Ord Natural Reserve as Research, Education, and Restoration Steward. Volunteer experience includes working to identify native and invasive plant species at the San Vicente Land Trust, and identifying reptile and amphibian species for the Forest Ecology Research Plot at the University of California at Santa Cruz.

EDUCATION

B.A. University of California, Santa Cruz, Environmental Studies combined with Biology, 2017

CERTIFCATIONS AND TRAINING

- USFWS Federal Recovery Permit TE-091857-0 California tiger salamander and California red-legged frog, 2024 (pending approval)
- Obtained sufficient hours to apply for USFWS Federal Recovery Permit for Santa Cruz long-toed salamander, 2024
- Biology and Management of the Western Burrowing Owl Workshop, Elkhorn Slough Foundation, 2024
- Ecology of Foothill Yellow-Legged Frog Workshop, Elkhorn Slough Coastal Training Program, 2023
- Wetland Delineation Certificate, 2022
- Fifty Plant Families: Monterey Bay Area Workshop, The Jepson Herbarium, 2022
- Ecology of California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2022
- Amphibians of the San Francisco Bay Area Workshop, Laguna De Santa Rosa Foundation, 2021
- Ecology and Conservation Field Course (Supercourse), University of California, Santa Cruz, 2017

Vanessa Potter, MA, RPA

REGISTERED PROFESSIONAL ARCHAEOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Potter joined EMC Planning Group in June 2023 and is a Registered Professional Archaeologist (RPA) that meets the Secretary of Interior's Standards and Guidelines for her field.

Ms. Potter is responsible for conducting archaeological surveys, database inquiries, cultural sensitivity trainings, Sacred Lands records searches, assisting agencies with Native American consultation, leading archaeological testing, and making recommendations for listing through the California Register of Historical Resources (California Register) and the National Register of Historic Places (NRHP). Other responsibilities include preparing cultural resources sections of environmental documentation in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Ms. Potter has worked in Anthropology since 2000, and specializes in field archaeology, site protection, ethnography, osteology, artifact analysis, and data recovery curation. Previous work experience includes founding her own ethnography company. She also held positions within the anthropology departments of San Jose State University, The University of Arizona, The University of Hawaii, the Cultural Resources Department of California Parks and Recreation, and the National Park Service through the Great Basin Institute.

PROFESSIONAL AFFILIATIONS:

Society for California Archaeology

EDUCATION

M.A. San Jose State University, Applied Anthropology, 2010

B.A. University of Hawaii, Manoa; Anthropology, 2000

AWARDS

- Microgrant in Applied Anthropology from San Jose State University, 2009

PUBLICATIONS

Relocation, Assessment, and Limited Testing at Devils Postpile National Monument Sites, Madera County, California, 2025

An Inventory of Paleoindian Ornamentation, Current Research in the Pleistocene, Volume 22, 2005

Archaeology Monitoring Report, 157 Grand Avenue, Pacific Grove, Monterey County, California, Hotel Development, 2025.

A class III cultural resources survey of 5.36 acres near Cortaro Farms Road, Pima County, Arizona: Desert Son Survey, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 0.1 acres in Willcox, State Route 186: SR 186 Willcox ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 3.5 acres near State Route 77, for the Steam Pump Development, Oro Valley, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 6.9 acres for State Route 287 in Casa Grande, Arizona: SR 287 Casa Grande ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

Class III cultural resources survey of 54.35 acres near Snyder Hill Road and Desert Sunrise Trail: Snyder Hill Estates, Tucson Arizona: WestLand Resources, 2005

A class III cultural resources survey of 2.28 acres near River Road and First Avenue, Pima County, Arizona, 1090 East River Road due diligence, Tucson, Arizona: WestLand Resources, 2005

A class III cultural resources survey at the Highway 80 and Country Club 35-acre property, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 21 acres at Pima Mine Road, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 55 acres west of Benson, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

Subconsultants Qualifications

B

ATTACHMENT

Hexagon Transportation Consultants Inc.

Hexagon Transportation Consultants, Inc.

Hexagon Transportation Consultants, Inc. (Hexagon) was founded in 1998 in San Jose, California to provide quality, professional transportation consulting services to private and public entities. Hexagon provides services in all major aspects of transportation planning and engineering. Hexagon's staff members have prepared thousands of studies and designs, both large and small, over their professional careers. Public clients include city, county, and state agencies, as well as regional planning organizations around the greater Bay Area. Hexagon also has a wide range of private clients including technology companies, developers, architects, civil engineers, and environmental firms. Hexagon's professional staff is highly proficient in all aspects of transportation consulting and technical engineering software. Hexagon has a proven track record of going above and beyond for clients. Hexagon's three office addresses are:

Main San Jose Office *(21 Employees)***:** 100 Century Center Court, Suite 501, San Jose, CA 95112
Gilroy Office *(5 Employees)***:** 8070 Santa Teresa Boulevard, Suite 230, Gilroy, CA 95020
Pleasanton Office *(3 Employees)***:** 5776 Stoneridge Mall Road, Suite 175, Pleasanton, CA 94588

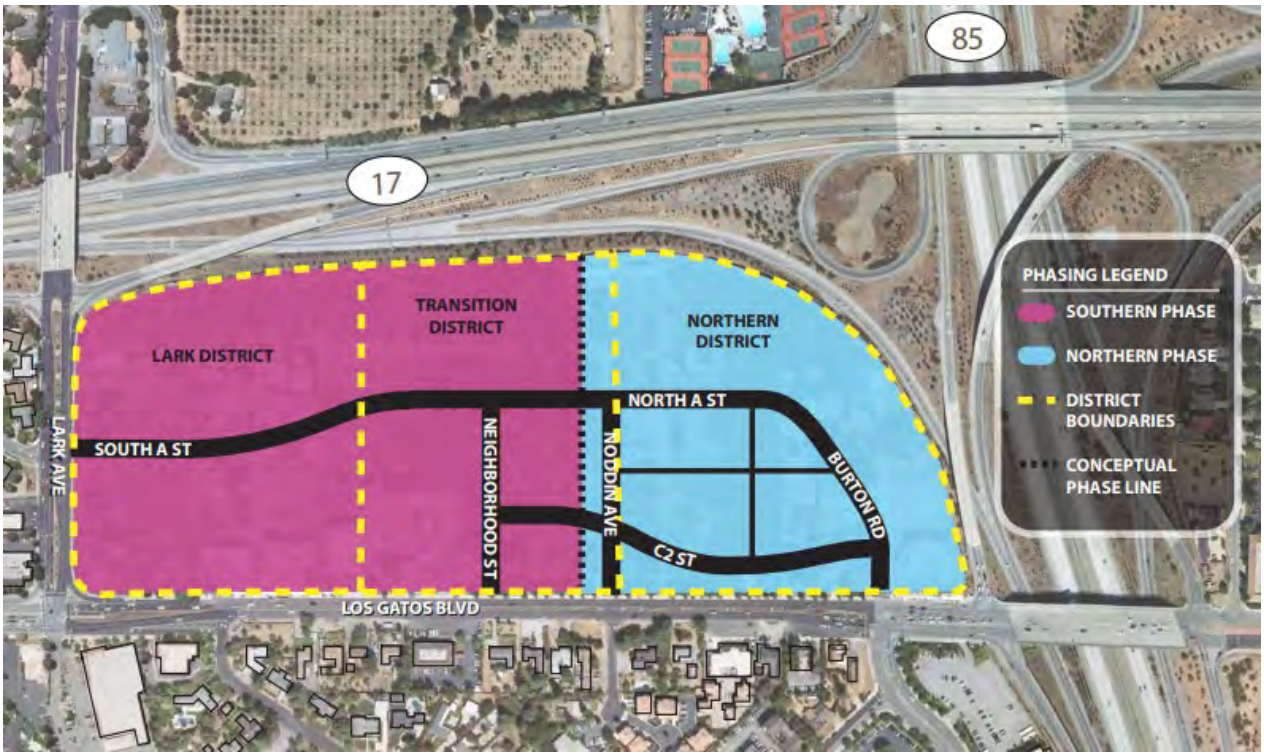
Hexagon's Guiding Principles

Hexagon has a total of 29 employees. Services under this on-call contract would be provided by employees located in the San Jose office. Our firm's greatest strength for this RFQ is our extensive experience in Los Gatos. Our proposed Principal in Charge, Gary Black, has been working in the Town for more than 25 years, bringing a wealth of local project knowledge. Michelle Hunt and Daniel Choi, Hexagon's two other key staff identified for this on-call assignment, have also been working on Los Gatos projects continuously and well understand the needs of the Town and the community.

Hexagon Experience

North 40 Phase II Transportation Analysis

Los Gatos, CA



Hexagon Transportation Consultants, Inc. prepared a Transportation Analysis for the Proposed North 40 Phase II Master Plan in Los Gatos, California. The Phase II development would include up to 524 multi-family dwelling units, approximately 15,000 square feet of retail space, and approximately 4,000 square feet of community/civic space. The Phase II Plan Area would have right-turn-only access to Los Gatos Boulevard via two new streets, C5 Street and C3 Street, and full access via the new signalized intersection at Los Gatos Boulevard and Walker Street that was constructed in Phase I. Access to and from Burton Road would be limited to emergency vehicle access only.

The proposed Phase II Master Plan project is consistent with the approved North 40 Specific Plan, for which an EIR was previously prepared. Thus, an analysis of the transportation impacts under CEQA was not required.

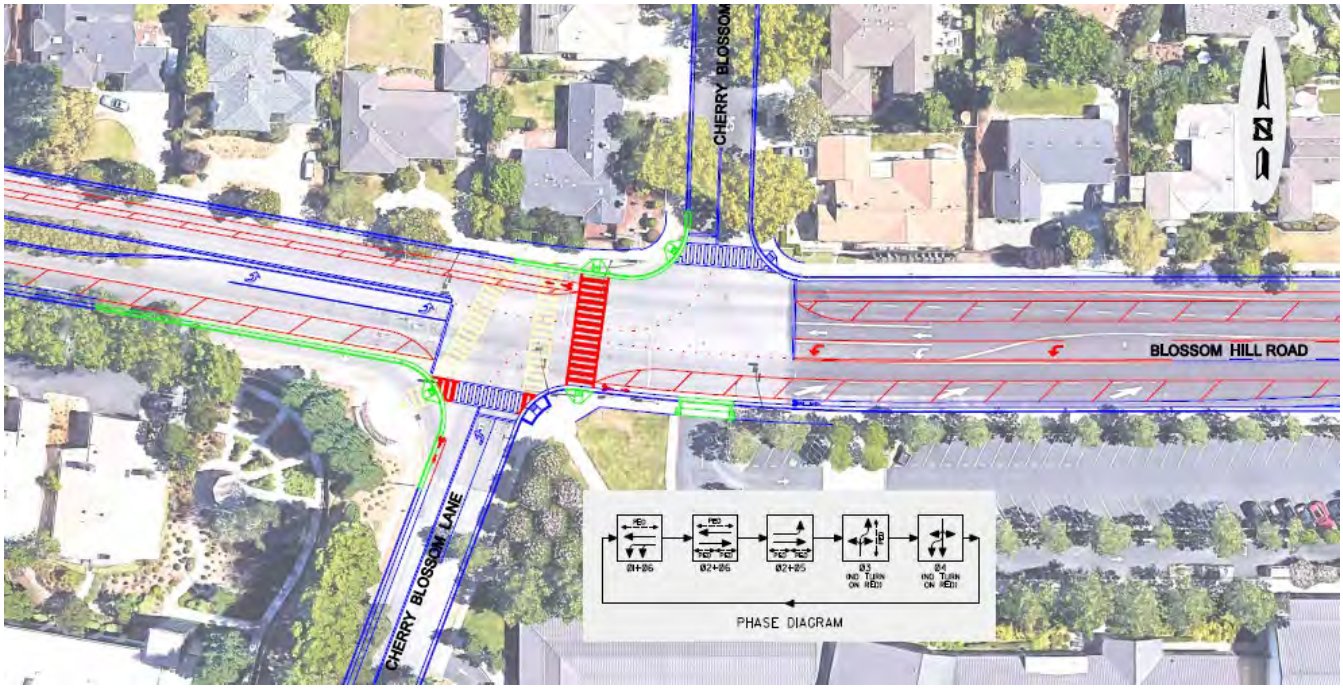
Nevertheless, a Local Transportation Analysis (LTA) was prepared to determine whether the project would contribute to any operational issues based on intersection levels of service (LOS) or queuing. The study also included an evaluation of transit, bicycle, and pedestrian access, a site plan review, and parking analysis. An analysis of freeway segments was not required because project-generated traffic would comprise less than one percent of the capacity of nearby freeway segments.

Contact: Whitney Christopoulos
Client: Grosvenor
Phone: (415) 268-4071
Email: Whitney.Christopoulos@grosvenor.com

Project Dates: 2023 - 2025
Budget: $171,500
Hexagon Staff: Gary Black, Michelle Hunt

Blossom Hill Road Traffic Calming

Los Gatos, CA



Hexagon prepared a feasibility study for traffic calming improvements on Blossom Hill Road between Camelia Terrace and Hillbrook Drive in Los Gatos, including a speed study, level of service analysis, stress analysis, and collision analysis. The study also involved community engagement to discuss potential improvements with local stakeholders. In 2022, the Town of Los Gatos requested further analysis, construction plans, and cost estimates, and placed temporary traffic control devices to trial a proposed road diet. Hexagon conducted field observations, collected traffic counts, and prepared a Synchro analysis to model the changes in traffic patterns during the trial.

Hexagon prepared signing and striping construction plans for phase 1 of the project, a "quick build" alternative designed to implement pedestrian and bicycle improvements cost-effectively without modifying the traffic signal system or making curb/gutter/sidewalk improvements. This alternative created continuous bicycle facilities, including a Class IV separated bike lane on some sections, and removed a through lane in each direction to increase pedestrian comfort. Hexagon participated in community meetings with Town staff, local stakeholders, and the Town Council, providing engineering support, discussing alternatives, and offering recommendations.

Contact: Matt Morley
Client: Town of Los Gatos
Phone: (408) 395-5771
Email: mmorley@losgatosca.gov

Project Dates: 2020 to 2023
Budget: $48,410
Hexagon Staff: Gary Black, Rueben Rodriguez

Oka Rd Townhomes

Los Gatos, CA

Hexagon prepared a Transportation Analysis (TA) for a residential development on Oka Road in Los Gatos, California. The site (APN: 424-08-074) is located on the west side of Oka Road north of Lark Avenue, with the Bonnie View mobile home park to the north and the Addison-Penzak Jewish Community Center to the south. The site contains agricultural uses. The project would redevelop the site with 126 townhome units with driveways on Oka Road.

Contact: Erik Hayden
Client: UC Oka Road, LLC
Email: ehayden@urbancatalyst.com

Project Dates: 2024 – present
Budget: $58,000
Hexagon Staff: Ollie Zhou

15300 Los Gatos Boulevard Transportation Analysis

Los Gatos, CA

Hexagon Transportation Consultants, Inc. prepared a transportation analysis for the proposed mixed-use development at 15300 Los Gatos Boulevard in Los Gatos, California. The project would include 188 residential units with commercial space on the ground floor. The project site is currently developed with an Ace Hardware and laundromat building. The proposed project would include a parking garage with 451 parking stalls. Vehicle access to the project would be provided by driveways on Los Gatos Boulevard and Gateway Drive.

Contact: Ali Moayed
Client: Arya Properties, LLC
Phone: (408) 515-4699
Email: alimoayed@msn.com

Project Dates: 2024 – Present
Budget: $46,000
Hexagon Staff: Gary Black, Nivedha Baskarapandian

Whole Foods Market TIA and TDM Plan

Los Gatos, CA

Hexagon Transportation Consultants, Inc. prepared a Transportation Impact Analysis (TIA) for a proposed grocery store of approximately 43,500 square feet (s.f.) in Los Gatos, California. The project site is located at the corner of Los Gatos Boulevard and Los Gatos-Almaden Road, on the site of a former car dealership. Hexagon also prepared a TDM plan to reduce the vehicle trips by 15 percent.

Contact: Steve Lynch
Client: Sand Hill Property Co.
Phone: (415) 268-4071
Email: slynch@shpco.com

Project Dates: 2022
Budget: $40,500
Hexagon Staff: Gary Black, Kai-Ling Kuo

Hexagon Team Members

Below is a brief introduction to our key personnel. Individual project experience while at Hexagon and additional information are included in the resumes in Appendix A.

Gary Black, AICP

President **42 Years of Experience**
AICP License No. 012343

Area of expertise: Transportation Planning, Transportation Engineering

Gary K. Black, AICP is the President of Hexagon and has over forty-two years of experience in transportation engineering. Mr. Black has worked on hundreds of transportation planning, traffic engineering, parking, and transit studies. He has prepared traffic studies for EIRs for hundreds of development projects throughout the Bay Area, many of those in Los Gatos and surrounding communities. Mr. Black has an extensive amount of experience on transportation projects in the Town of Los Gatos.

Michelle Hunt

Vice President and Principal Associate **35 Years of Experience**

Area of expertise: Transportation Planning and Analyses, TDM Plan Development and Monitoring

Michelle Hunt is a Vice President and Principal Associate with over thirty-five years of experience in a variety of traffic engineering and transportation planning projects for both the public and private sectors. She has managed transportation analyses for environmental impacts reports, site traffic analyses, traffic simulation studies, transit corridor studies, parking studies, freeway operation analyses, and signal timing studies. Additionally, Michelle has extensive experience in Transportation Demand Management Plan development and monitoring. Michelle recently completed a transportation analysis for the North 40 Phase II development in Los Gatos.

Daniel Choi, PE

Associate **6 Years of Experience**
License No. PE C97974

Area of expertise: Transportation Planning, Transportation Engineering

Daniel Choi, PE is an Associate at Hexagon with over six years of experience. Daniel has experience in a variety of traffic engineering and transportation planning projects including transportation impact analyses (TIA), traffic control plans (TCPs), signal design, crosswalk design, and signing/striping plans. Daniel's traffic design experience includes signal design, crosswalk design, and signing and striping improvements for all modes, including vehicular and pedestrian travel, at intersections and mid-block crossings. Daniel has experience with AutoCAD software and primarily utilizes the Highway Capacity Manual (HCM), California Manual on Uniform Traffic Control (CA MUTCD), and California Highway Design Manual (HDM) to evaluate project alternatives and traffic design improvements.

Gary K. Black, AICP

President

Education

Master of City Planning in Urban Transportation, University of California at Berkeley

Bachelor of Arts in Geography, University of California at Los Angeles

Professional Associations

American Institute of Certified Planners (No. 012343)

Institute of Transportation Engineers

EXPERIENCE

Since 1982, Gary has directed a number of transportation planning, traffic engineering, parking, and transit studies. He has prepared traffic studies for numerous developments in Los Gatos and most other cities within the Bay Area. He has prepared transportation plans for the Cities of San Jose, Cupertino, Palo Alto, Gilroy, San Mateo, Burlingame, and San Carlos, and areawide plans for reuse of the Bay Meadows racetrack site in San Mateo, the Cargill salt ponds site in Redwood City, and many parts of San Jose (North San Jose, Downtown, Edenvale, and Evergreen). He has prepared vehicle miles traveled policies for the Cities of Los Altos and Campbell. He also has prepared numerous parking studies, including downtown parking studies for San Carlos, San Mateo, Gilroy, and San Jose.

REPRESENTATIVE PROJECTS

VMT Policies:

- ***Campbell*** – Gary developed a VMT policy for Campbell based on forecasts from the VTA model. It was determined that the best approach was to treat the city as uniform with regard to VMT, so the threshold would be established as 15% below the regional average for all parts of the city. Exemptions are made for development near light-rail stations.
- ***Los Altos*** – Gary assisted Los Altos with developing a VMT policy. Based on VTA model forecasts, the town was divided into high and low VMT areas. Development in high VMT areas requires TDM plans to reduce trips. Development near transit routes, as well as small development, is exempt.

Site Traffic Analyses and TDM Plans:

- For offices, hotels, restaurants, residential subdivisions, apartments, schools, warehouses, industrial complexes, and mixed-use developments in most cities within the Bay Area.
- **Los Gatos** – Gary directed the preparation of transportation analyses the Los Gatos Lodge, Whole Foods Market, 16605 Lark Avenue daycare, 14849 Los Gatos Boulevard mixed-use development, and 151 E. Main Street mixed-use development. In addition, Gary also was responsible for preparing TDM Plans for the Whole Foods Market on Los Gatos Boulevard and an assisted living facility at 400 Blossom Hill Rd.

Parking Studies:

- ***Morgan Hill*** – Gary directed a study to identify parking demand and duration throughout the downtown. There was an underutilized parking structure. The study determined the amount of new development that could be accommodated. Another issue was that prime parking spaces were being used by employees. The study recommended revised time limits.
- ***San Mateo*** – With downtown growth, merchants anticipated a need for more parking. Surveys showed supply was generally adequate, though prime spaces were often occupied by employees. The study demonstrated that modest meter rate increases and a small property assessment could finance an additional parking structure.

Transportation Impact Fee Studies:

- ***Monterey*** – Gary directed a study to develop a transportation impact fee for Monterey. Most of the identified improvements were to bicycle and pedestrian infrastructure. The nexus was based on the fact that deficient intersection operations for motor vehicles could not be remedied within the available rights-of-way. Therefore, alternatives are needed.
- ***Palo Alto*** – Palo Alto had four different transportation impact fees: three for specific areas and one citywide. Hexagon developed a new program that consolidated the different fees into one. The list of transportation projects was also updated along with their cost estimates.

Michelle Hunt

Vice President & Principal Associate

Education

Bachelor of Science in Industrial Engineering and Operations Research, University of California, Berkeley

Professional Associations

Institute of Transportation Engineers

EXPERIENCE

Since 1990, Michelle has participated in a variety of traffic engineering and transportation planning projects for both the public and private sectors. These projects include transportation analyses for environmental impacts reports, site traffic analyses, traffic simulation studies, transit corridor studies, parking studies, freeway operation analyses, signal timing studies, and travel demand management plans. Michelle has also worked with several cities in Santa Clara and San Mateo Counties in developing new VMT Policies per SB 743.

REPRESENTATIVE PROJECTS

Area Wide Transportation Studies

- ***Redwood Life Precise Plan –*** *Redwood City, CA*
- ***Patrick Henry Drive Specific Plan and Freedom Circle Focus Area*** *– Santa Clara, CA*
- ***East Palo Alto Mobility Study*** *– East Palo Alto, CA*
- ***Ravenswood/4 Corners TOD Specific Plan (2013) and Update (2023)****- E. Palo Alto, CA*

Traffic Impact Analyses

- ***North 40 Phase II –*** *Los Gatos, CA*
- ***Kylli Mixed-Use*** *– Santa Clara, CA*
- ***University Circle Phase II*** *– East Palo Alto, CA*
- ***Moxy Hotel*** *– Menlo Park, CA*
- ***Mary Ave Self Storage*** *– Cupertino, CA*
- ***Sobel Motel and Highway Commercial Project*** *– Monterey County, CA*
- ***Surrey Farm Estates –*** *Los Gatos, CA*

Feasibility Analyses and Peer Review

- ***Related Santa Clara –*** *Santa Clara, CA*
- ***Harbor View*** *– Redwood City, CA*
- ***Arboleda Subdivision*** *– King City, CA*

Signal Timing Studies

- ***Winchester Boulevard and Lark Avenue****– Los Gatos, CA*

Traffic Simulation Studies

- ***Delmas Ave/San Fernando St with Light Rail Signal Preemption*** *– San Jose, CA*

Parking Studies

- ***1690 Broadway Hotel*** *– Redwood City, CA*
- ***Chick-fil-A*** *– Mountain View, CA*
- ***Valley Medical Center*** *– San Jose, CA*
- ***The Village*** *– Corte Madera and San Jose, CA*

Travel Demand Management Plans

- ***Greystar Residential Developments*** *– Redwood City, CA*
- ***Commonwealth Corporate Center*** *– Menlo Park, CA*
- ***Delmas Avenue Residential Project*** *– Downtown San Jose*
- ***1205 El Camino Real*** *– Sunnyvale, CA*
- ***3200 Scott Boulevard office development*** *- Santa Clara, CA*

Daniel Choi, PE

Engineer

Education

Bachelor of Science – Civil Engineering, California Polytechnic State University, San Luis Obispo

Professional Associations

Registered Professional Civil Engineer in the State of California (License No. C 97974)

EXPERIENCE

Since joining Hexagon in 2018, Daniel has contributed to a wide range of traffic engineering and transportation planning projects throughout the Bay Area. His work includes transportation impact analyses (TIA), site-specific transportation analyses (SSTA), TDM plans, traffic control plans, signal and crosswalk design, signing and striping plans, parking management plans, and parking studies. He is skilled in using Traffix, Synchro/SimTraffic, and AutoCAD, and relies on the Highway Capacity Manual (HCM), CA MUTCD, and California HDM to evaluate traffic operations, project impacts, and roadway improvements. Daniel is also proficient in Microsoft Excel and Word.

REPRESENTATIVE PROJECTS

Transportation Impact Analyses/Site Specific Transportation Analysis for offices, hotels, apartments, warehouses, industrial complexes, day care centers, churches, retail centers, restaurants, and multiple-use developments throughout the Bay Area in California. These analyses include part or all of the following: vehicle miles traveled (VMT) analysis, project trip generation and assignment, intersection level of service calculations using Traffix or Synchro, freeway segment level of service analysis, freeway ramp analysis, intersection queuing analysis site access and circulation review, signal warrant analysis, intersection operational analysis, and recommendations for mitigation measures. Representative projects include:

- North 40 Phase II Master Plan – Los Gatos, CA
- Oka Road Townhomes – Los Gatos, CA
- 16605 Lark Avenue – Los Gatos, CA
- 2940 Alum Rock Avenue Affordable Housing – San Jose, CA
- 1100 East William Street – San Jose, CA

Transportation Demand Management (TDM) Plans for residential, office, industrial, and mixed-use projects. TDM plans incorporate services, incentives, facilities, and actions that help reduce single-occupant vehicle (SOV) trips to help relieve traffic congestion, parking demand, and air pollution problems based on the project's size and location. Representative projects include:

- Holland Tasman East Development – Santa Clara, CA
- 465 Fairchild Drive – Mountain View, CA
- 888 Bransten Road – San Carlos, CA

Parking Studies/Parking Management Plans for mixed-use developments. These studies included conducting surveys of existing parking demand and calculations of required parking supply for the proposed projects. Representative projects include:

- 136 Ranch Drive – Milpitas, CA

Signal Design, Crosswalk Design, and Signing/Striping Plans for construction of roadway improvements, including traffic signal installations/modifications, flashing beacon crosswalk installations, and signing/striping plans. Representative projects queuing

- 970 McLaughlin Avenue Design – San Jose, CA
- 1720 Villa Street Development– Mountain View, CA
- Santa Teresa and Great Oaks Signal Modification – San Jose, CA
- Cedar Blvd and Smith Ave Signal Design – Newark, CA
- 6001 Silver Creek Valley Road Design – San Jose, CA
- 901 Kifer Road Off-Site Design – Sunnyvale, CA

HEXAGON 2025 - 2030
BILLING RATES

Professional Classification	2025	2026	2027	2028	2029	2030
President	$355	$372	$390	$409	$429	$450
Principal	$310	$325	$341	$358	$375	$393
Senior Associate II	$285	$299	$313	$328	$344	$361
Senior Associate I	$260	$273	$286	$300	$315	$330
Associate II	$235	$246	$258	$270	$283	$297
Associate I	$210	$220	$231	$242	$254	$266
Planner/Engineer II	$180	$189	$198	$207	$217	$227
Planner/Engineer I	$155	$162	$170	$178	$186	$195
Admin/Graphics	$130	$136	$142	$149	$156	$163
Assistant Planner/Engineer	$130	$136	$142	$149	$156	$163
Technician	$95	$99	$103	$108	$113	$118

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

Rate Escalation Policy

Hourly billing rates for 2026 and subsequent years have been projected with annual escalation factors of 4% to 5%, based on historical wage inflation trends observed over recent years. Hexagon adjusts its hourly billing rates annually to reflect prevailing wage inflation conditions and market factors.

While future inflation rates cannot be precisely predicted, Hexagon's billing rate adjustments will be based on actual economic conditions at the time of implementation. In the event that our annual rate increases fall below the projected escalation factors, clients will be billed at our actual rates in effect for each respective year, ensuring fair and competitive pricing aligned with current market conditions.

Illingworth & Rodkin, Inc.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality
429 E. Cotati Avenue
Cotati, CA 94931
Tel: 707-794-0400 Fax: 707-794-0405
www.illingworthrodkin.com illro@illingworthrodkin.com

Illingworth & Rodkin, Inc. Firm Description

Founded in 1987, Illingworth & Rodkin, Inc. (I&R) provides a complete range of consulting services in acoustics, hydroacoustics, vibration, and air quality (including health risk assessments and greenhouse gases) to governmental agencies, private sector clients, and other environmental and design professionals. The firm has completed over 6,500 projects in the past 38 years in architectural acoustics, community noise and vibration, industrial noise and vibration control, hydroacoustics, tire/pavement noise research, and air quality studies. The firm is experienced with local, State, and federal environmental regulatory processes. I&R employs 13 personnel and is headquartered in Cotati, California.

I&R specializes in the assessment and control of environmental noise. The firm provides its services directly to governmental agencies and private sector clients and acts as a sub-consultant to other environmental and design professionals. I&R has completed over 5,000 projects involving environmental noise, transportation noise studies, industrial noise control, and building acoustics. The firm is considered one of the leading consulting firms in the West Coast that provide a full range of testing and design services for the abatement of transportation noise and vibration. A large number of transportation noise studies ranging from environmental impact assessments to developing comprehensive mitigation measures for residential, commercial and other types of existing and proposed developments have been conducted. While most of the work is conducted in Northern California, the firm has completed projects throughout California and the western United States. The firm has worked on port-related projects at the Port of Los Angeles, Port of Long Beach, Port of Alaska, and Port of Oakland. I&R combines a strong theoretical and a thorough empirical approach to noise and vibration studies. The firm has extensive experience with the models used for transportation noise, such as the Traffic Noise Model – TNM and the more sophisticated SoundPLAN model. The firm recognizes the computer models' strengths and weaknesses, and its Principals have consistently emphasized the importance of being "on the ground" in a study area, becoming thoroughly familiar with the various parameters that would affect the noise environment and one's ability to predict future conditions, and conducting thorough and comprehensive measurements to assist in the analysis.

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429 East Cotati Avenue
Cotati, California 94931

Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *mthill@illingworthrodkin.com*

MICHAEL S. THILL

Mr. Thill is a principal of the firm with 27 years of professional experience in the field of acoustics. His expertise includes performing field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels. He has analyzed and summarized complex sets of data for inclusion into noise models. Mr. Thill has been trained, and is a regular user of FHWA's Traffic Noise Model (TNM), and is familiar with federal and State procedures for preparing highway noise study reports.

Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments. He has managed the General Plan Update noise studies for several communities in California and has recommended policy language in order to maintain compatible noise levels community wide. In addition, Mr. Thill has evaluated noise impacts due to stadium lighting/expansion projects on over 15 public and private school projects within the last 10 years. Other notable stadium projects evaluated by Mr. Thill include Levi's Stadium in Santa Clara and Earthquakes Stadium in San Jose. He has vast experience explaining acoustical concepts and the results of his analyses in public forums to the general public and project decision-makers.

Mr. Thill has also led traffic noise investigations for major transportation projects including the Route 4 Bypass project and the I-680/Route 4 Interchange project in Contra Costa County, California. He managed the noise study reports for the US Highway 101 and State Route 85 Express Lanes projects for the Santa Clara County Valley Transit Authority, proposed along 66 miles, combined, of project study area between Mountain View and Morgan Hill, California. Current projects include the Caltrans Yolo 80 Bus/Carpool Lanes project proposed between Dixon, California and Sacramento, California, and the Caltrans SR51 / I 80 Business / Capital City Freeway Improvement Project.

Mr. Thill has participated in numerous projects since 2000 that have involved underwater sound impacts, and his expertise in this area includes the measurement of underwater sound. Recent hydroacoustic monitoring was conducted by Mr. Thill during the proofing of attenuated 24-inch temporary work trestle piles for the Jelly's Ferry Bridge Replacement Project in Tehama County and during impact driving of 18-inch steel pipe piles on land near the Stege Drain bridge in Contra Costa County.

PROFESSIONAL EXPERIENCE

2009 - Present	Principal, Illingworth & Rodkin, Inc., Cotati, CA
2005 - 2009	Senior Consultant, Illingworth & Rodkin, Inc., Petaluma, CA
1998 - 2005	Staff Consultant, Illingworth & Rodkin, Inc., Petaluma, CA

EDUCATION

1998	University of California at Santa Barbara B.S., Major: Environmental Science

PROFESSIONAL SOCIETIES

Institute of Noise Control Engineering
Association of Environmental Professionals

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www.illingworthrodkin.com *cjanello@illingworthrodkin.com*

CARRIE J. JANELLO

Ms. Janello joined Illingworth & Rodkin as a consultant in 2008. Since then, she has applied her expertise to projects related to highway tire/pavement, environmental noise and vibration impact assessment, and underwater hydroacoustics. Specific California Department of Transportation (Caltrans) projects include the on-going performance evaluation of asphalt test pavements on the LA 138, the Portland cement concrete (PCC) texture pavements study on the SR 58 Mojave Bypass, Grind and Groove PCC studies in the Sacramento area and in the Carpinteria area, and the I-80 Davis Open Graded Asphalt Concrete (OGAC) study that closely evaluated the long-term performance of OGAC on a California freeway. Additionally, Ms. Janello worked on the on-board sound intensity (OBSI) mapping along SR 85 in the Bay Area and the use of low berms for traffic noise reduction for Caltrans. Ms. Janello also worked on the Quiet Pavement Pilot Program (QPPP) project for the Arizona Department of Transportation (ADOT), which evaluated asphalt concrete overlays throughout the Phoenix area for a period of over 10 years. She worked on the data acquisition and analysis for the NCHRP 25-45 project, "Mapping Heavy Vehicle Noise Source Heights for Highway Noise Analysis," which used acoustic beamforming to visualize and quantify the noise source regions for heavy trucks in operation on highways in order to determine the vertical energy distribution of noise from trucks. Ms. Janello was the lead author for a paper on this research that was published in the *Transportation Research Record* in 2018. Recently, Ms. Janello worked on the NCHRP 15-68 project, "Effective Low-Noise Rumble Strips," which included acquiring and analyzing pass-by noise, interior noise and vibration, and on-board sound intensity (OBSI) measurements, report writing, and providing input for the final recommendations for a standard test procedure and low-noise rumble strip design. She also contributed to the recent NCHRP 1-44 (1) and 10-76 Projects completed by I&R. Ms. Janello has also completed a variety of environmental noise and vibration impact assessment projects in Northern California that have included wineries, car washes, highway expansion, and construction activities.

Ms. Janello has also been involved in the acquisition, data processing, analysis, and reporting of underwater noise levels created by pile driving and underwater blasting. She has done extensive work for the old east span of the San Francisco Oakland Bay Bridge, the US Navy, the Bon Air Road Bridge, and Port of Alaska. Ms. Janello has also developed acquisition programs using National Instruments' Labview software for underwater hydroacoustic monitoring and on-board sound intensity (OBSI), which is currently being used by several state government transportation agencies.

PROFESSIONAL EXPERIENCE

- Illingworth & Rodkin, Inc., Cotati, California – Acoustical Consultant, 10/2008 to present
- ITW Anchor Fasteners, Bedford Heights, Ohio – Applications Engineer, 8/2007 to 9/2008
- RNR Consulting, Cleveland, Ohio – Consultant I, 2/2007 to 7/2007
- Ford Motor Company, Dearborn Michigan – Product Development Engineer and Graduate Student Intern, 6/2004 to 1/2007

EDUCATION

- M.S., Mechanical Engineering, Ohio State University, Columbus, OH, 2005
- B.S., Mechanical Engineering, Ohio State University, Columbus, OH, 2004

PROFESSIONAL SOCIETIES: Institute of Noise Control Engineering

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Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *hbruce@illingworthrodkin.com*

HEATHER BRUCE

Ms. Bruce joined Illingworth & Rodkin, Inc. in 2020 and brings over 14 years of experience in acoustics and noise and vibration control. She has applied her expertise to projects related to highway tire/pavement noise, environmental noise and vibration impact assessment, and noise land-use compatibility assessments. She has successfully managed many types of studies including those for California Department of Transportation (Caltrans), car washes, residential and commercial developments, and those related to the assessment and mitigation of construction noise and vibration. She has conducted noise modeling and field noise measurements, analyzed and processed data, and performed public outreach. Ms. Bruce has been trained and is a regular user of FHWA's Traffic Noise Model (TNM) and GmbH's SoundPLAN.

Ms. Bruce began her career as a consultant performing environmental noise, vibration, and air quality modeling and analyses. Using her technical knowledge, she analyzed problems to identify significant factors, recognized solutions, planned and organized work, and effectively communicated results to provide guidance and solutions. She has developed and integrated mitigation strategies for noise from aircraft, railroads, roadways, highways, and various point sources and successfully controlled noise from emergency generators, car washes, and commercial equipment for various projects throughout California.

PROFESSIONAL EXPERIENCE

December 2020 to present Senior Consultant	Illingworth & Rodkin, Inc. Cotati, California
July 2018- June 2020 Senior Consultant	HMMH, Inc. Anaheim, California
March 2011-July 2018 Senior Environmental Specialist	BridgeNet International Newport Beach, California

EDUCATION

2011	University of California, Irvine B.S. Applied and Computational Mathematics

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Cotati, California 9493

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www.Illingworthrodkin.com *illro@illingworthrodkin.com*

RELEVANT PROJECTS

Project: **50 Los Gatos-Saratoga Road Multi-Family Housing Initial Study**
Client: **EMC Planning Group**
Contact: **Teri Wissler-Adam, wissler@emcplanning.com**

The project proposed replacing the nearly 70-year-old Los Gatos Lodge with over 100 condominiums adjacent to Los Gatos High School. Noise and air quality peer review memos were prepared to summarize the verification of the findings reached by the applicant's consultants. The noise and air quality studies were evaluated for approach, accuracy, and completeness. The main issues in the peer reviews were to ensure that the correct significance criteria were applied and that key issues were assessed correctly.

Project: **CenterPoint Industrial Project**
Client: **City of Hayward**
Contact: **Steve Kowalski, steve.kowalski@hayward-ca.gov**

The project proposed constructing a 103,406-square-foot industrial building, including approximately 97,646 square feet of warehouse space and a two-story, 5,760-square-foot office area. The noise and vibration report summarized the assessment of the project's potential to cause significant impacts under applicable California Environmental Quality Act (CEQA) guidelines. The report outlined relevant regulatory criteria, discussed ambient noise conditions near the project site, explained the significance criteria used to evaluate impacts, provided an analysis of each impact, and included mitigation measures, where needed, to reduce impacts to a less-than-significant level.

Project **3150 El Camino Real**
Client: **David J. Powers & Associates, Inc.**
Contact: **Connor Tutino, ctutino@davidjpowers.com**

I&R prepared noise, air quality, and greenhouse gas (GHG) assessments for the residential project proposed at 3150 El Camino Real in Palo Alto, California. The project involves demolishing the existing Fish Market and McDonald's buildings and constructing a new seven-story, 451,507 sq ft apartment building with 380 units on the 2.6-acre site. The noise and vibration report included quantifying existing ambient noise levels, calculating construction noise and vibration levels, and assessing operational noise levels at off-site receptors. It also evaluated noise and vibration impacts, land use compatibility, and developed mitigation measures. Cumulative noise impacts were examined as well. The air quality report addressed potential air quality, health risk, and GHG impacts related to the construction and operation of the proposed project. Air pollutant and GHG emissions from construction and operation were estimated using appropriate computer models. Additionally, the potential health risks and effects of existing toxic air contaminant (TAC) sources

on nearby and proposed sensitive receptors were evaluated according to guidance from the Bay Area Air Quality Management District (BAAQMD).

Project **Zoning Amendments to Facilitate the Installation of Electrification Equipment for Residential Development**
Client: **City of Palo Alto**
Contact: **Amy French, amy.french@cityofpaloalto.org**

I&R assisted City Staff in amending the City's Code in order to further facilitate the installation of electrification equipment in residential neighborhoods. City Staff and I&R studied the concept of 'presumed compliance', where setbacks would be established for the installation of electrification equipment based upon noise levels. I&R provided research and guidance related to the regulatory background, equipment and noise levels, estimated setbacks to 40 and 50 dBA limits, and setback recommendations based on noise limits.

Project: **789 Old County Road**
Client: **Lamphier-Gregory**
Contact: **Rebecca Auld, rauld@lamphier-gregory.com**

I&R prepared the noise, air quality, and GHG assessments for the proposed office/research & development (R&D) project located at 789 Old County Road in San Carlos, California. Working with the City of San Carlos, the project proposes to construct two office/R&D buildings totaling 349,066 square feet with 835 parking spaces. The noise and vibration report involved quantifying existing ambient noise and vibration levels, calculating construction and operational noise levels at off-site receptors, assessing noise and vibration impacts, evaluating land use compatibility, and developing mitigation measures. The air quality report included calculating emissions from construction and operational activities, assessing health risk impacts, evaluating GHG impacts, and developing mitigation strategies.

Project **Mill Valley Housing Element Update**
Client: **EMC Planning Group**
Contact: **Teri Wissler-Adam, wissler@emcplanning.com**

I&R evaluated potential noise and vibration impacts related to the proposed 2023-2031 Housing Element Update (HEU). The proposed 2023-2031 Housing Element acts as the City of Mill Valley's guiding policy document for addressing the city's future housing needs across all economic levels by supporting the development of approximately 554 additional housing units within the city limits. New density standards would allow for 1,156 units on up to 266 sites distributed throughout the city. The Noise and Vibration Assessment included a discussion of the results from ambient noise monitoring surveys conducted to document existing conditions and an evaluation of the noise environment at the housing opportunity sites. The Impacts and Mitigation Measures section outlined the significance criteria used to assess potential impacts, described each impact, and presented mitigation measures where needed to guide the implementation of the HEU for the City of Mill Valley.

ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

429 E. Cotati Avenue
Cotati, CA 94931

Tel: 707-794-0400 *Fax: 707-794-0405*
www.illingworthrodkin.com *illro@illingworthrodkin.com*

ATTACHMENT A

2025 HOURLY BILLING RATES

Our fees are based on the following schedule of hourly rates:

Principal	$250/hour
Senior Consultant	$225/hour
Consultant	$210/hour
Staff Consultant	$195/hour
Technical/Admin Support	$140/hour

Rates are subject to change on an annual basis. Document reproduction and shipping at cost. Mileage at IRS allowable rate; currently $0.70.

INSURANCE COVERAGE

GENERAL LIABILITY in the amount of $2,000,000 per occurrence/ $4,000,000 aggregate.

WORKERS COMPENSATION covering our own employees in the amount of $1,000,000 per occurrence.

AUTO (OWNED & NON OWNED) covering personal injury or death and property damage in the amount of $1,000,000 per claim.

PROFESSIONAL LIABILITY in the amount of $2,000,000 per claim and $2,000,000 annual aggregate.

> Limitation of Liability. To the maximum extent permitted by law, Illingworth & Rodkin, Inc. requests that the Client agrees to limit Illingworth & Rodkin, Inc.'s liability for Client damages to the sum of $250,000 or our fee, whichever is greater. This limitation shall apply regardless of the cause or legal theory asserted.

UMBRELLA LIABILITY in the amount of $2,000,000 per occurrence and aggregate.

Certificates of insurance will be issued upon request.

INVOICING AND PAYMENTS

I&R submits monthly progress billing invoices by the 15th of each month, for the prior month's services. Invoices are submitted directly via email in pdf format, to the email address provided by the client. ***Special invoicing requirements may result in administrative costs, billed at a rate of $125/hour, in addition to the proposed budget.***

I&R accepts payment in the form of cash, paper check, or credit card. ***I&R does not accept ACH/Electronic payments, or any other form of payment via 3rd party vendors or client portals.***

Ninyo & Moore was established to provide exceptional geotechnical engineering, geologic, hydrogeologic, soil testing, materials testing and special inspection, and environmental consulting services to the public and private sectors. For the past 39 years, we have provided these services for the design and construction of municipal and commercial developments, industrial developments, highways and roadways, airports, bridges, dams, educational facilities, harbor and offshore structures, hospitals, landfills, light rail transit lines, pipelines, power stations, railroads, residential developments, reservoirs and tanks, transmission lines, tunnels, water and wastewater treatment plants, and other public and private development.

Locations

Ninyo & Moore has 17 locations throughout the western United States including San Jose, Alameda, San Francisco, Sacramento, San Diego, Irvine, Fontana, and Los Angeles, California; Las Vegas, Nevada; Phoenix, Prescott, Safford, and Tucson, Arizona; Denver, Colorado; Houston and Austin, Texas; and Salt Lake City, Utah.

Professional Staff

Ninyo & Moore's 700 professionals are licensed in their specific disciplines and are fully committed to providing the necessary resources for successful completion of projects. Ninyo & Moore's geotechnical staff brings a wealth of experience and diversity to any project and includes Licensed Civil Engineers and Geotechnical Engineers (PE, GE), Professional Geologists (PG, RG, CEG, CPG), Professional Hydrogeologists (HG), Certified Industrial Hygienists (CIH), Certified Safety Professionals (CSP), Certified Stormwater Professionals (QSD/P, QISP) and personnel with other applicable registrations, licenses, and certifications including Certified Asbestos Consultants (CAC), Certified Site Surveillance Technicians (CSST) and Certified Asbestos and Lead Professionals (AHERA, CDPH). Ninyo & Moore's field and laboratory staff are highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements.

Services

Ninyo & Moore's geotechnical group provides services during the planning, design, value engineering, construction and post-construction phases of projects. These services include dam characterization, earthquake and fault studies, earthwork and grading, foundation design, geologic hazard evaluations, hydrogeologic evaluations, landslide evaluations, liquefaction, pavement design, seismic design and seismic hazard assessments, and slope stability. Our environmental group has extensive experience with Phase I and II environmental site assessments and audits, asbestos and lead paint surveys, underground storage tank assessments, hazardous waste investigations, regulatory compliance, water resource development, soil and groundwater contamination studies, and remediation services. Our materials testing and inspection group provides special inspection of asphalt, bolt torque, concrete field placement, batch plant, structural steel and steel shop fabrication, fireproofing, masonry, reinforcing steel, and prestressed concrete; compressive strength testing of concrete, grout, and masonry; field compaction testing; flexural strength of concrete beams; asphalt testing; concrete testing; soils testing; and reinforcing steel testing.

Laboratory

Ninyo & Moore offers fully equipped, well-staffed, state-of-the-art laboratory facilities performing a range of laboratory testing services under the supervision of a registered civil engineer. Ninyo & Moore's laboratories are capable of performing a wide variety of soil, concrete, masonry, asphalt, steel, fireproofing, and high strength bolt testing. Laboratory testing equipment is calibrated annually utilizing equipment traceable to the National Institute of Standards and Technology, and is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL), AMRL, and DSA. Ninyo & Moore's San Jose testing laboratory has been accredited by AASHTO re:source, Caltrans, California Division of the State Architect, and U.S. Army Corps of Engineers.

On-Call Contract Experience

Ninyo & Moore's specialty is on-call, as-needed public works contracts. Our Northern California offices currently hold approximately 40 MSAs with various municipal entities. As a result of this experience, Ninyo & Moore has developed an effective project approach for contracts of this nature utilizing a task order driven project assignment process allowing for the successful completion of numerous concurrent task orders on multiple contracts. Our professional staff are credentialed in their respective fields and have extensive experience providing services to municipal entities such as the Amador Water Agency.

Brandon S. Wilken, PG, QSD/P

Principal Geologist

EDUCATION

B.S., Geology, 1996, University of Nebraska-Lincoln

REGISTRATIONS/ CERTIFICATIONS

PG 7564 (California)

Qualified SWPPP Developer/Practitioner, QSD/P, No. 28075 (California)

OSHA 8 hour Refresher

PROFESSIONAL AFFILIATIONS

California Groundwater Resource Association (GRA)

Geologic Society of America (GSA) – Hydrogeology Division

As a Principal Geologist for Ninyo & Moore, Mr. Wilken has extensive experience and started his career working in the field all over North America for a hard rock mineral exploration company. His experience in field geophysics led him to the contaminant assessment and remediation industry, providing professional geologic services including environmental hydrogeology, stormwater compliance, site investigation, remedial planning and implementation, health risk screening, due diligence, regulatory and stakeholder negotiations, and litigation support. Mr. Wilken has lead investigation and remediation projects driving risk-based solutions to successfully close environmental projects and reduce client's costs. He works closely with regulators, stakeholders, and clients to negotiate effective solutions utilizing sound science, strong technical expertise, and clear communication skills. Mr. Wilken has completed projects for a wide range of clients, including, school districts and universities, municipalities, manufacturing groups, major oil companies, and individual small business owners.

REPRESENTATIVE EXPERIENCE

Alameda County Flood Control and Water Conservation District, Laguna Creek, Zone 6 Line E, Storm Water Pollution Prevention Plan, Fremont, California: Principal Geologist during preparation of a SWPPP for the Laguna Creek Zone 6 Line E (Laguna Creek) storm channel widening project. The site area is approximately 7.3 acres and contains approximately 3,625 linear feet of channel which will be widened between South Grimmer Boulevard and Auto Mall Parkway in order to increase capacity, and contain and convey 100-year design storm flows. The site was classified as a Risk Level 2 based on sediment risk and receiving water risk factors. The SWPPP was developed to conform to the required elements of the Construction General Permit (2022-0057-DWQ, NPDES No. CAS000002) issued by the California State Water Resources Control Board (SWRCB). Responsibilities included a site reconnaissance, photo-documenting site conditions, preparing site plans and water pollution control drawings, and evaluating best management plan (BMP) options for sediment and erosion control, tracking control, non-stormwater site management, waste management, and construction materials pollution control. The SWPPP discussed post construction control and operation and maintenance practices, and included training documents, a project schedule, BMP guidelines and specifications, and several checklists including a Storm Water Site Inspection Report, Weather Forecast Monitoring Form, Weather Monitoring Data Sheets, Storm Water Best Management Practices Status Report and a Notice of Discharge Report.

County of Contra Costa, New Bay Point Fire Station 86, Pittsburg, California: Qualified Stormwater Developer and Practitioner for Storm Water Pollution Prevention Plan (SWPPP) implementation oversight for the Bay Point Fire station project, which consists of constructing a new fire station on a previously undeveloped property for the County of Contra Costa Department of Public Works. Construction activities disturbed approximately 2.9 acres including demolition/removal activities, grading, subgrade preparation, utility work, concrete work, building construction, paving, and landscaping. Pre-construction project site runoff will be conveyed to a storm drain system via sheet flow and swales. Post-construction project site runoff will be conveyed to a storm drain system via curb, gutter, storm drain inlets, and bioretention infiltration basins. Prior to construction activities, Ninyo & Moore reviewed the SWPPP developed by the construction contractor. Throughout the project, Ninyo & Moore oversaw the compliance of the SWPPP by reviewing all inspection reports, Rain Event Action Plans, and stormwater sampling by the General Contractor. Ninyo & Moore performed monthly onsite inspections during the dry season, prior/during/post rain event inspections, and developed inspection reports to ensure BMPs were properly implemented. Additional project management included client meetings and coordination, budget management, and meeting and coordinating with other county storm water developers and construction contractors.

Alameda County Public Works Agency, Alameda County, California: Principal Geologist assisting the ACPWA with stormwater services which included reviewing

Brandon S. Wilken

Principal Geologist

and overseeing the implementation of Storm Water Pollution Protection Plans (SWPPP) and Erosion Control Plans (ECPs) prepared by contractors, applying for the California General Permit (CGP) Notice of Intent (NOI) and uploading information in the State's Storm Water Multiple Application and Report Tracking System (SMARTS) which have included erosivity waivers. Projects as part of this contract include:

- Estudillo Canal Erosivity Waiver
- Zone 5 Line D Newark SWPPP
- Laguna Creek Erosivity Waiver/SWPPP/CGP SWPPP Update
- Zone 3A Line A Stormwater Compliance
- Washington Creek Erosivity Waiver
- D Street SWPPP Compliance Review
- San Leandro Creek Erosivity Waiver/Compliance Review
- Haviland SP 2449 SWPPP Compliance Review
- Somerset SP 2383 SWPPP Compliance Review

Alameda County Public Works Agency, Alameda County, California: Principal Geologist providing environmental consulting services under an "as-needed" contract with the Alameda County Public Works Agency (ACPWA), which has been held by the firm for 4 contract renewals and currently runs through 2028. Services provided during the course of the contracts include preparation of Transaction Screens, Phase I and Phase II ESAs, landfill investigations, Illegal dumping or homeless encampment assessment and cleanup, California General Permit stormwater services, creek and flood zone sediment sampling, wetlands development, Remedial Action Plans, Regulatory Closure Reports, Hazardous Building Material Surveys, Hazardous Material Abatement Oversight, and Geotechnical surveys. Some of the project work included flood zone channel sediment sampling, which was conducted to analyze proposed dredged material for two purposes, including comparing the sediment sample analytical results to landfill waste acceptance criteria, and beneficial reuse criteria for levee and/or wetlands reuse.

Contra Costa County Flood Control & Water Conservation District, Brentwood, California: Qualified Stormwater Practitioner/ Developer (QSP/QSD) for SWPPP preparation for the Lower Sand Creek Basin Expansion Interim Grading project. The site is a 22 acre polygonal basin that discharges to the adjacent Sand Creek and is ranked as a Risk Level 1 project. Prior to the start of construction, Ninyo & Moore will train QSP delegates to complete required routine inspections, paperwork, and reporting to the QSP/QSD. During construction, Ninyo & Moore's QSP/QSDs will complete the mandated inspections and reporting to SMARTS for GCP compliance.

Cummins & White, Stormwater and Industrial Process Water Litigation Support, Orange, California: Principal Geologist for the provision of litigation support for a car wash facility related to a Clean Water Act claim from a Non-Government Organization for purported stormwater and industrial process water violations. Reviewed claim, facilities permits, compliance documents, and related regulations. Attended meetings, representing the client as an environmental professional. Authored technical response letters and assisted in settling the matter.

City of Tracy, 12100 Valpico Road, Phase II Environmental Site Assessment, Tracy, California: Principal Geologist during a Phase II Environmental Site Assessment (ESA) in early 2025 for a 59-acre Site. A Phase I ESA of the Site completed in January 2024, identified that organochlorine pesticides (OCPs) related to current agricultural use of the Site was a recognized environmental condition (REC), and recommended performing a Phase II ESA. The sampling strategy for this Phase II ESA was generally consistent with the Department of Toxic Substances Control's (DTSC's) 2008 Interim Guidance for Sampling Agricultural Properties, and San Joaquin County Environmental Health Department's 2007 Checklist for Surface and Subsurface Contamination Projects. The objective of the Phase II ESA was to assess the possible presence of OCPs and arsenic concentrations in shallow soil. To accomplish the objective, Ninyo & Moore pre-marked 60 sample locations in a grid pattern with a global positioning system (GPS), collected 60 shallow soil samples for OCPs and field composited them in to 15 4-point composite samples, collected 15 discrete soil samples for arsenic, and submitted the soil samples to a State-Certified laboratory for chemical analyses. OCPs DDE and DDT were detected in all 15 samples analyzed. No other OCPs were detected above laboratory reporting limits. No DDE concentrations exceeded any screen levels (SLs). All DDT concentrations exceeded park land SLs, but no residential, commercial/industrial, or construction worker SLs were exceeded. Arsenic was detected in all 15 samples analyzed; however, arsenic concentrations were very consistent and appeared to represent regional background concentrations. Ninyo & Moore recommended: collecting additional soils samples to vertically delineate OCP concentrations; soil concentrations should be evaluated against the planned development scenario (i.e. residential, commercial, and/or industrial) to determine if any removal actions are needed; and a soil management plan should be drafted to outline the procedures to properly handle the shallow soils and minimize exposure.

Courtney J. Brooks, CEM

Principal Hydrogeologist

EDUCATION

M.S., Geohydrology, 2000, Illinois State University

B.S., Geology, 1989, Illinois State University

REGISTRATIONS/CERTIFICATIONS

CEM 2128 (Nevada)

Mr. Brooks has consulting experience overseeing hydrogeologic and environmental investigations, managing hazardous materials and wastes, and providing EHS training programs. His professional experience includes groundwater resources exploration and development, surface hydrology, groundwater compliance and modeling, environmental impact assessment, environmental auditing, and soil and groundwater assessment and remediation in various regions of the United States, Europe, Asia and Sub-Saharan Africa.

REPRESENTATIVE EXPERIENCE

Coyote Creek Parkway Perry's Hill, Morgan Hill, California: Principal Hydrogeologist a preliminary assessment for installation of an onsite septic system proposed for the County of Santa Clara Parks and Recreation Department's Perry's Hill Park Project in Morgan Hill, California. The proposed site improvements for Perry's Hill Park included a multiple use area with a restroom and parking lot at the northern end of the site, a nature center south of the multiple use area, a disc golf course, and a dog park, along with new trails and picnic areas. Services included review of geologic literature pertinent to the project area including geologic maps and reports, groundwater data and historical topographic maps and aerial photography; site reconnaissance to observe the general site conditions and to mark the proposed locations for subsurface exploration; coordination with Underground Service Alert (USA) to locate underground utilities in the vicinity of the proposed exploration; performance of a subsurface exploration consisting of one auger boring, three exploratory test pits and three percolation tests; excavation and logging of three exploratory test pits to depths of 5 feet at potential one on a septic system (OWTS) locations; performance of three percolation tests at depths of 5 feet in accordance with CSC guidelines at potential OWTS locations; backfilling of the auger borings with cement grout and test pits with earth materials generated during excavation of the trenches; laboratory testing on selected soil samples to evaluate soil dry density and moisture content, soil gradation, Atterberg limits, expansion index and soil corrosivity; compilation and engineering analysis of the field and laboratory data and the findings from our background review; and preparation of a geotechnical evaluation report presenting our findings and conclusions from our preliminary assessment and recommendations for siting and additional percolation testing requirements if installation of an OWTS is determined to be feasible.

San Jose State University, Water Well Rehabilitation, San Jose, California: Project Hydrogeologist supporting San Jose State University to permit and place a water supply well online as part of their campus water supply system. Tasks included video logging, well rehabilitation, water quality sampling and analysis, and permit application and processing with the appropriate agencies.

Cornucopia Solar Project, Fresno County, California: Project Hydrogeologist duriing a Hydrogeologic Study and Water Supply Assessment for the proposed Cornucopia 2937.74-acre Solar Facility. These surveys are required components of a use permit application or similar for development of the proposed solar generating facility in Fresno County. The project site is approximately 3,000 acres comprised of multiple private and county owned parcels. Services included a site reconnaissance to ascertain the surface conditions and drainage features across the area; development of FLO-2D surface hydrology models based on standards and protocols established in the Fresno County Regional Hydrology Guidance and Hydrology Manual; input of data for these models including onsite topographic survey data and project design plans provided from the project proponents, and empirical data from government sources; input of digital terrain model (DTM) elevation data, land cover, soil survey

Courtney J. Brooks
Principal Hydrogeologist

classifications, and surface runoff curve numbers from USDA Soil Survey Geographic Database, and precipitation data from NOAA for a 100-year, 24-hour storm event; review of Flood Insurance Rate Maps prepared by Federal Emergency Management Agency (FEMA) for comparison with FLO-2D model output and to approximate the projected flood elevations within the project boundary for planning and design purposes; presentation of survey results in a digital report with figures, associated input/output data; preparation of WSA to the standards established in California Water Code, as amended by SB 610; and preparation of a Water Supply Assessment, which included an analysis of the potential impacts of the construction and operation of the proposed project with regard to surface and groundwater resources in the Pleasant Valley Sub-Basin. Services also included an evaluation of the viability of available water sources, which would be applicable during construction of the facility and later during operation; identification of knowledge data gaps and other uncertainties regarding the project area; presentation of the WSA findings and conclusions in a digital report, including figures, tables, and water budget calculations; and results and evaluation of the HS and WSA presented as draft reports, which include appropriate figures, charts and tables to support technical findings.

Dillon Beach Hydrogeologic Evaluation, Marin, California: Project Hydrogeologist providing support in the siting, design, and testing of a replacement municipal water supply well in Dillon Beach, California. The well was to replace an inefficient existing well that no longer met the supply demand. Ninyo & Moore needed to factor projected rising sea levels, a very limited shoestring aquifer, and an increased demand. Alternative design options were to be proposed, including horizontal gallery well, wider diameter shallow well(s), or a combination of the two.

County of San Diego, Cole Grade Road Bridge Project Over Keys Creek, Valley Center, California: Project Hydrogeologist during a Groundwater Dewatering Study (GDS) and Groundwater Resource Investigation (GRI) for the Cole Grade Road Bridge Over Keys Creek Project. The project was to provide a new bridge crossing of Cole Grade Road over Keys Creek intended to meet current roadway and bridge standards and accommodate the planned road widening. Due to the local property owner's concerns regarding the extraction of large volumes of groundwater, the County requested evaluation of two designs; one involving foundations requiring dewatering during installation and a second without foundation dewatering, but requiring dewatering during installation of articulated concrete block to address channel scour. The Groundwater Dewatering Study consisted of the installation and development of one pumping and two monitoring wells, groundwater sampling and analysis, aquifer testing, and dewatering calculations. The GRI was performed according to the requirements of the County Guidelines for Determining Significance and Report Format and Content Requirements for Groundwater Resources.

County of San Diego, Sycamore Drive Bridge Crossing Over Twin Oaks Valley Creek, San Marcos, California: Project Hydrogeologist during a Groundwater Dewatering Study for the County of San Diego Sycamore Drive Bridge Crossing Twin Oaks Valley Creek Project. As part of the Groundwater Dewatering Study, Ninyo & Moore installed three groundwater monitoring wells and performed an aquifer pump test to evaluate the quantity and quality of groundwater to be expected during construction of the culvert and retaining walls for a General Waste Discharge Permit by the California Regional Water Quality Control Board San Diego Region Order No. R9-2015-0013. Following completion of the aquifer testing, a groundwater sample was collected and analyzed as part of the R9-2015-0013 reasonable potential analysis. Ninyo & Moore's groundwater study estimated groundwater dewatering conditions, including the nature and thickness of materials to be dewatered, hydraulic conductivity, potential boundary conditions, and anticipated extraction rates.

Nevada Division of Environmental Protection (NDEP), Source Water Protection Studies, Clark County, Nevada: Hydrogeologist responsible for updating the technical component of the wellhead protection guidance documents, preparing analytical groundwater simulations to predict the time of travel capture zones for municipal water supply systems located throughout the state. Duties included data validation; model preparation; and support to NDEP Bureau of Water Pollution Control staff.

Craig Ranch Park Well Rehabilitation and Replacement, Las Vegas, Nevada Hydrogeologist responsible for inspection, testing and evaluation of existing irrigation wells, design and drilling oversight of replacement irrigation well. Duties included evaluating the cause of a collapsed drilling borehole; providing a revised drilling plan and overseeing the operation to completion. In addition, he recommended rehabilitation measures for damaged irrigation wells to extend production until replacement wells could be constructed.

Peter C. Connolly, PE, GE

Principal Engineer

EDUCATION

M.E., Civil Engineering, 1997, University of California, Berkeley

B.S., Civil Engineering, 1995, Rensselaer Polytechnic Institute, Troy, New York

REGISTRATIONS

PE 61547 (California)

GE 2707 (California)

Nuclear Gauge Operator Certification, Radiation Safety Officer Certification

OSHA 40-Hour Health & Safety Training

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

As Principal Engineer for Ninyo & Moore, Mr. Connolly manages and conducts geotechnical evaluations for commercial and public facilities, including highways, railroads, pipelines, and bridges. He routinely performs slope stability analyses, flexible and rigid pavement and underground pipeline design, prepares and reviews geotechnical reports, develops geotechnical design parameters, and provides recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation, and earthwork. In a Project Management role, he performs project administration and management, provides supervision of and technical support to staff-level engineers and geologists, and reviews laboratory results, project plans, and specifications.

REPRESENTATIVE EXPERIENCE

Canyon Lane Roadway Improvements Development Project, San Mateo California: Principal Engineer during a Geologic Impact Analysis for the Canyon Lane Roadway Improvements Development Project. The Canyon Lane Roadway Improvements Development Project consists of regrading and paving an existing gravel-surfaced road, installation of utilities, and the development of one single-family residence on two previously merged parcels. The project provides emergency vehicle access and utility infrastructure to support the future development of eleven additional parcels. The improved roadway extends approximately 880 feet west from Glenwood Avenue at Garrett Park. The improved roadway is wider than the existing gravel-surfaced road and retaining will be constructed where the widened road cuts into the adjacent slope. The new roadway includes a turn-around for emergency vehicles that utilizes a single-span bridge across an unnamed creek. The new utility infrastructure includes a 12 kilovolt electrical distribution line under the roadway and approximately 1,050 lineal feet of new water line. Services consisted of a site reconnaissance and a review of regional geologic maps, seismic hazard reports, seismic hazard maps, project plans, topographic data, soil surveys, and aerial imagery. The findings from this study were incorporated into an Environmental Impact Report (EIR) for the project. The purpose of this study was to evaluate the geologic and soil conditions at the project site based on available regional information, and to assess potential impacts related to geology and soils that may result from the proposed project.

Interstate 880 Operational and Safety Improvements at 29th Avenue and 23rd Avenue Overcrossings, Oakland, California: Project Manager during geotechnical and environmental services for the Project Study Report/Project Report/Environmental Documents on Interstate 880 (I-880) North Safety Improvements. The purpose of the project is to provide operational and safety improvements to northbound I-880 in the vicinity of 29th Avenue by reconfiguring the on and off-ramps, as well as mitigating any noise impacts of the project. The project will help the Alameda County Congestion Management Agency (ACCMA) kick off Regional Measure 2. Services included review of background information; visual reconnaissance of the project area; and compilation and analysis of the data obtained during our literature review and field reconnaissance to evaluate potential geologic and seismic hazards that may impact the project site and evaluate geotechnical aspects of the project for preliminary design and construction considerations. Ninyo & Moore also prepared a Geotechnical Impact Report, which presented our findings, impact analysis, conclusions, and recommendations regarding the geotechnical aspects of the project.

Tinker Avenue Extension, Alameda, California: Project Manager during geotechnical engineering services for the design of the proposed Tinker Avenue extension. The project consists of the construction of two, four-lane intersections and rerouted surface streets in addition to turn lanes, bicycle lanes, sidewalks, lighting, and landscaped medians. The purpose of our services was to provide geotechnical and seismic design parameters for use in the design of the proposed project. Our analysis conformed to California Department of Transportation (Caltrans) requirements as they relate to geotechnical design parameters and geologic hazard assessment.

Peter C. Connolly

Principal Engineer

Resources for Community Development, Ashland Housing Project, San Lorenzo, California: Principal Engineer during a geotechnical evaluation for the Ashland Housing Project, a low income housing development at the corner of Kent Avenue and East 14th Street. The project involved redevelopment of the site with a multi-family residential project consisting of four 3-story residential buildings and a community center with a gross building area of approximately 92,500 square feet with associated parking. The evaluation included mud rotary wash borings and geotechnical laboratory testing to assess the potential for liquefaction and dynamic settlement. We provided recommendations for mat foundations and remedial grading with lightweight cellular concrete fill, as a cost-saving alternative to deep foundations, to mitigate settlement due to soft ground conditions and to reduce the potential for sand-boil induced ground subsidence and loss of bearing capacity resulting from liquefaction.

Avesta Novato Assisted Living and Care Facility, Novato, California: Principal Engineer for geotechnical evaluation services for the rehabilitation of the former Hamilton Hospital. The project involved demolishing part of a former hospital, constructing a 4-story addition, and using footings and drilled piers for support. It also includes site improvements such as utility trenches, landscaping, driveways, parking areas, a trash enclosure, and a generator pad.

West Texas Street Bike/Pedestrian and Bus Pullout Improvements, Fairfield, California: Principal Engineer during Preliminary Site Investigation (PSI), Aerial Deposited Lead (ADL) Survey and prepared a Geotechnical Design and Materials Report (GDMR) relating to the construction of a pedestrian/bike pathway project. The project includes construction of a bike path and pedestrian walkway along eastbound West Texas between the westbound I-80 on-ramp and the eastbound I-80 off-ramp that involves cutting the toe of the embankments sloping down from the southern abutments for Bridges 23-0106L and 23 0106R; an earth retaining system to support the cut embankment slope along the southern edge of the new bike path and pedestrian walkway; a concrete bus pad on the shoulder of the I-80 westbound on-ramp; and a new sidewalk to connect the bus pad to Rockville Road at the intersection with West Texas Street.

City of Alameda North Loop Road Rehabilitation, Alameda, California: Project Manager during geotechnical evaluation for the improvements to North Loop Road. The project study area consists of North Loop Road, a collector street servicing a commercial development near the southern edge of Bay Farm Island. North Loop Road is a two-way street approximately 0.7 miles long that intersects with Harbor Bay Parkway at both the eastern and western terminus. Rehabilitation alternatives included conventional reconstruction with asphalt concrete and aggregate base sections, and reconstruction with lime/cement subgrade improvement to permit a reduced pavement section.

Contra Costa County Public Works, Reliez Valley Road Pedestrian Path, Lafayette, California: Project Manager during geotechnical evaluation with subsurface exploration and laboratory testing for the design of an approximately 200-foot long segment of pedestrian path along the western shoulder of Reliez Valley Road where the width of level ground along the shoulder was not adequate for a conventional sidewalk. The subsurface exploration consisted of four solid-stem auger borings advanced with a limited-access rig and laboratory testing to evaluate in-situ moisture and density, Atterberg limits, consolidation characteristics, direct shear strength, triaxial shear strength, subgrade R-value, and soil corrosivity. Ninyo & Moore evaluated the geotechnical feasibility of using a prefabricated steel pedestrian bridge and retaining-wall-supported embankments for the proposed pedestrian path, and prepared a geotechnical report with earthwork recommendations for embankments, recommendations for cantilever soldier-pile-and-lagging and concrete semi-gravity retaining walls, and drilled pier foundation recommendations for the prefabricated bridge.

State Route 12 and Church Road Intersection, Rio Vista, California: Principal Engineer during geotechnical consulting services for State Route 12 Church Road Intersection Improvement Project located in Solano County, California. The project included widening of an approximately 0.4 mile stretch of State Route 12 (SR12) on both sides of Church Road/Amerada Road and the intersection with Church Road in order to construct acceleration/deceleration lanes at the intersection for right turns, along with separate left turn pockets. The project also included correction of approximately 0.5 miles of non-standard shoulder width by providing standard eight foot shoulders.

Interstate-80 HOV Lanes, Various, California: Project Manager during a Preliminary Geotechnical and Foundations Report for the Interstate 80 High Occupancy Vehicle (HOV) Lanes and Turner Parkway Overcrossing. The project study area consisted of approximately a 5-mile portion of Interstate 80 located between the Carquinez Bridge and State Route 37 in Solano County near Vallejo, California. The improvements associated with the project included (1) widening Interstate-80 between the Carquinez Bridge and State Route (SR) 37 to accommodate HOV lanes in the eastbound (EB) and westbound (WB) directions, (2) constructing a new overcrossing (OC) or interchange with I-80 for Turner Parkway, (3) modifying the I-80/Redwood Parkway interchange, (4) construction of new Park-and-Ride lots near Redwood Parkway and Turner Parkway, and (5) modifications to the SR 37/Fairgrounds Drive interchange. The purpose of our study was to perform a preliminary evaluation of the geologic hazards and geotechnical conditions along the study alignment and to provide preliminary geotechnical recommendations for consideration during project planning.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 220
Senior Engineer/Geologist/Environmental Scientist	$ 210
Senior Project Engineer/Geologist/Environmental Scientist	$ 200
Project Engineer/Geologist/Environmental Scientist	$ 195
Senior Staff Engineer/Geologist/Environmental Scientist	$ 180
Staff Engineer/Geologist/Environmental Scientist	$ 165
GIS Analyst	$ 145
Technical Illustrator/CAD Operator	$ 120

Field Staff

Certified Asbestos/Lead Technician	$ 200
Field Operations Manager	$ 130
Nondestructive Examination Technician (UT, MT, LP)	$ 125
Supervisory Technician	$ 120
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 115
Senior Technician	$ 115
Technician	$ 110

Administrative Staff

Information Specialist	$ 100
Geotechnical/Environmental/Laboratory Assistant	$ 100
Data Processor	$ 80

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
State of California Prevailing Wage Surcharge	$ 30/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 12/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Our field services, are charged portal to portal at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field services that may be subject to prevailing wage in accordance with AB 1768 and Prevailing Wage Determinations, will be subject to a prevailing wage surcharge as shown in our Schedule of Fees. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	$ 190
California Bearing Ratio (CBR), D 1883	$ 550
Chloride and Sulfate Content, CT 417 & CT 422	$ 175
Consolidation, D 2435, CT 219	$ 300
Consolidation, Hydro-Collapse only, D 2435	$ 150
Consolidation – Time Rate, D 2435, CT 219	$ 200
Direct Shear – Remolded, D 3080	$ 350
Direct Shear – Undisturbed, D 3080	$ 300
Durability Index, CT 229	$ 175
Expansion Index, D 4829, IBC 18-3	$ 190
Expansion Potential (Method A), D 4546	$ 170
Geofabric Tensile and Elongation Test, D 4632	$ 200
Hydraulic Conductivity, D 5084	$ 350
Hydrometer Analysis, D 6913, CT 203	$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 120
Moisture Only, D 2216, CT 226	$ 45
Moisture and Density, D 2937	$ 55
Permeability, CH, D 2434, CT 220	$ 350
pH and Resistivity, CT 643	$ 185
Proctor Density D1557, D 698, CT 216, AASHTO T-180	$ 350
Proctor Density with Rock Correction D 1557	$ 400
R-value, D 2844, CT 301	$ 450
Sand Equivalent, D 2419, CT 217	$ 155
Sieve Analysis, D 6913, CT 202	$ 175
Sieve Analysis, 200 Wash, D 1140, CT 202	$ 130
Specific Gravity, D 854	$ 135
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 925
Triaxial Shear, C.D, D 4767, T 297	$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	$ 350
Triaxial Shear, U.U., D 2850	$ 250
Unconfined Compression, D 2166, T 208	$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	$ 70
Brick Compression Test, C 67	$ 55
Brick Efflorescence, C 67	$ 55
Brick Modulus of Rupture, C 67	$ 50
Brick Moisture as received, C 67	$ 45
Brick Saturation Coefficient, C 67	$ 60
Concrete Block Compression Test, 8x8x16, C 140	$ 70
Concrete Block Conformance Package, C 90	$ 500
Concrete Block Linear Shrinkage, C 426	$ 200
Concrete Block Unit Weight and Absorption, C 140	$ 80
Cores, Compression or Shear Bond, CA Code	$ 80
Masonry Grout, 3x3x6 prism compression, C 39	$ 45
Masonry Mortar, 2x2 cylinder compression, C 109	$ 55
Masonry Prism, half size, compression, C 1019	$ 120
Masonry Prism, Full size, compression, C 1019	$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	$ 135
Fireproofing Density Test, UBC 7-6	$ 90
Hardness Test, Rockwell, A 370	$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	$ 250
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 175
Pre-Stress Strand (7 wire), A 416	$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	$ 35
Concrete Mix Design Review, Job Spec	$ 350
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	$ 950
Concrete Cores, Compression (excludes sampling), C 42	$ 130
Drying Shrinkage, C 157	$ 500
Flexural Test, C 78	$ 95
Flexural Test, C 293	$ 95
Flexural Test, CT 523	$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 360
Lightweight Concrete Fill, Compression, C 495	$ 90
Petrographic Analysis, C 856	$ 2,800
Restrained Expansion of Shrinkage Compensation	$ 550
Splitting Tensile Strength, C 496	$ 120
3x6 Grout, (CLSM), C 39	$ 65
2x2x2 Non-Shrink Grout, C 109	$ 65

ASPHALT

Air Voids, T 269	$ 90
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	$ 4,500
Asphalt Mix Design Review, Job Spec	$ 190
Dust Proportioning, CT LP-4	$ 95
Extraction, % Asphalt, including Gradation, D 2172, CT 382	$ 260
Extraction, % Asphalt without Gradation, D 2172, CT 382	$ 160
Film Stripping, CT 302	$ 130
Hveem Stability and Unit Weight D 1560, T 246, CT 366	$ 240
Marshall Stability, Flow and Unit Weight, T 245	$ 250
Maximum Theoretical Unit Weight, D 2041, CT 309	$ 160
Moisture Content, CT 370	$ 105
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	$ 1,000
Slurry Wet Track Abrasion, D 3910	$ 160
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	$ 4,900
Superpave, Gyratory Unit Wt., T 312	$ 110
Superpave, Hamburg Wheel, 20,000 passes, T 324	$ 1,200
Unit Weight sample or core, D 2726, CT 308	$ 110
Voids in Mineral Aggregate, (VMA) CT LP-2	$ 100
Voids filled with Asphalt, (VFA) CT LP-3	$ 100
Wax Density, D 1188	$ 150

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 190
Cleanness Value, CT 227	$ 190
Crushed Particles, CT 205	$ 180
Durability, Coarse or Fine, CT 229	$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	$ 180
Flat and Elongated Particle, D 4791	$ 230
Lightweight Particles, C 123	$ 180
Los Angeles Abrasion, C 131 or C 535	$ 220
Material Finer than No. 200 Sieve by Washing, C 117	$ 100
Organic Impurities, C 40	$ 100
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	$ 495
Sand Equivalent, T 176, CT 217	$ 130
Sieve Analysis, Coarse Aggregate, T 27, C 136	$ 130
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	$ 150
Sodium Sulfate Soundness, C 88	$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	$ 120
Specific Gravity and Absorption, Fine, C 128, CT 207	$ 180

ROOFING

Roofing Tile Absorption, (set of 5), C 67	$ 250
Roofing Tile Strength Test, (set of 5), C 67	$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Page & Turnbull, Inc.

Page & Turnbull

PAGE&TURNBULL imagines change in historic and contemporary environments to cultivate thriving, sustainable, and resilient communities. We understand the past, respect our clients and their stakeholders, and revitalize historic buildings and places to benefit current and future users.

For over 50 years, Page & Turnbull has led architecture, preservation, and planning projects for civic, cultural, educational, and commercial clients. Our work has impacted some of California's most significant buildings; and, more importantly, our projects have made a difference in people's lives. Page & Turnbull's staff of architects, architectural historians, cultural resource planners, and materials specialists believe that **preservation and adaptive reuse are about valuing a community's stories and envisioning a better future.**

Ferry Building, San Francisco

One Firm, Three Studios

CULTURAL RESOURCE PLANNING Architectural historians and cultural resources planners evaluate and analyze historic resources to assess their historic integrity. The studio authors a wide range of award-winning reports, develops and implements mitigation measures, and completes National Register and California Register documentation.

ARCHITECTURE + DESIGN As prime architect, architect of record, and design architect, we collaborate with clients and specialty consultants to design buildings, places, and spaces that are simultaneously contemporary and contextual.

HISTORIC ARCHITECTURE Our historic architecture team is comprised of architects, designers, and materials specialists who are experts at investigating and analyzing materials, securing entitlements, and designing for the adaptive reuse of historic buildings and places for the way we live today...and into the future.

LEGAL NAME OF FIRM
Page & Turnbull, Inc.

ESTABLISHED / INCORPORATED
1973 / 1975

FIRM SIZE
50 full-time employees

OFFICES
Los Angeles
San Francisco
Sacramento
San Jose
Washington, DC

OFFICE CONDUCTING WORK
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
Main: 415.362.5154

ORGANIZATION
Corporation

PRIMARY EXPERTISE
Architectural Design
Historic Preservation
Historic Architecture
Cultural Resources Planning & Research
Preservation Technology
Materials Conservation
Urban Planning

M/W/SBE CERTIFICATIONS
State of California Small Business Enterprise (SBE)
CA DGS Cert. No 10737

State of California Women-Owned Business Enterprise (WBE)
CUPC Cert. No. 20000919

SAN FRANCISCO 415.362.5154
LOS ANGELES 213.221.1200
SACRAMENTO 916.662.8532
SAN JOSE 415.593.3226
WASHINGTON, DC 703.459.9528

www page-turnbull.com
@pageturnbull
pageturnbull

Christina Dikas Brobst

Principal in Charge

Christina is an Architectural Historian and Principal of Page & Turnbull's Cultural Resources Planning Studio. With her extensive expertise in surveying, researching, and evaluating historic properties, Christina stands out for her exceptional communication skills and keen sensitivity to clients' needs, prioritizing flexibility and open dialogue. In her work, she values the sense of place, historical perspective, and sustainability inherent in cultural resource management and historic preservation. As a Principal, she has led the majority of Page & Turnbull's large-scale survey projects, and conducted numerous Historic Resource Evaluations (HREs), CEQA documentation, Section 106 Technical Reports, General Plans, Specific Plans, Design Guidelines, and other planning documents. She has also developed and managed a number of interpretive programs, which typically are required as an outcome of CEQA review. Christina meets the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for Architectural History.

California College of the Arts CEQA Technical Report

Potrero Power Station Historic Resource Evaluation

Deer Hollow Farm Historic Resource Evaluation

RELEVANT PROJECT EXPERIENCE

- **CityView Plaza CEQA Historic Resource Mitigation.** San Jose, CA
- **Mt. Umunhum CEQA & Section 106 Consultation.** Santa Cruz Mountains, CA
- **San Francisco Department of Public Works Environmental On-Call.** San Francisco, CA
- **San Luis Obispo Environmental On-Call.** San Luis Obispo, CA
- **California Department of General Services Real Estate Division CEQA On-Call.** CA
- **Fremont On-Call Historic Preservation Services**. Fremont, CA
- **East Agnews CEQA Mitigation.** San Jose, CA
- **Potrero Power Station CEQA Historic Resource Mitigation Measures.** San Francisco, CA
- **California College of the Arts Oakland Campus CEQA Technical Report and EIR**. Oakland, CA
- **San Bruno Veterans Memorial Recreation Center CEQA Cultural Resource Mitigation Measures.** San Bruno, CA
- **Palo Alto Historic Preservation On-Call Consultations.** Palo Alto, CA
- **PG&E Headquarters Preliminary Evaluation Memorandum**. San Francisco, CA
- **Stanford Research Institute Campus CEQA Project Analysis, Preservation Alternatives Analysis, and Historic Resource Evaluation.** Menlo Park, CA
- **Potrero Power Station CEQA Project Analysis, Mitigation Measures, and Historic Resource Evaluation**. San Francisco, CA

EDUCATION

University of Virginia, Master of Architectural History, Certificate in Historic Preservation,

University of California, Los Angeles, Bachelor of Arts in Sociology, Minor in Museum Studies

CERTIFICATION

AICP Certification

AFFILIATIONS

California Preservation Foundation, Former Member of Board of Trustees

San Francisco Architectural Heritage, Member

American Planning Association (APA), Member

Association of Environmental Professionals (AEP), Member

Stacy Kozakavich PhD, RPA

Project Manager

Stacy has worked as a historian and archaeologist in cultural resources management and planning for over twenty years, including more than ten years in California. She is experienced in the cultural resource review process for Section 106 and CEQA compliance, has successfully led and conducted archaeological field surveys and data recovery projects, material culture analyzes, historic resource evaluations, and project impact analyzes for a wide variety of property types. Stacy is a skilled researcher, and has conducted records searches and archival research at numerous repositories, undertaken oral history interviews, and enthusiastically seeks the stories of significant places in our midst. Stacy meets the Secretary of the Interior's Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.

RELEVANT PROJECT EXPERIENCE

- **1431 Franklin Street CEQA Addendum.** Oakland, CA
- **California College of the Arts Oakland Campus CEQA Technical Report and EIR**. Oakland, CA
- **415 20th Street CEQA Addendum.** Oakland, CA
- **5801 Christie Avenue CEQA Technical Analyses.** Emeryville, CA
- **VA Medical Center Section 106 Consultation.** San Francisco, CA
- **Moffett Federal Airfield Section 106 Consultation.** Mountain View, CA
- **900 Innes Avenue and 700 Innes Avenue Developments Section 106 Consultations.** San Francisco, CA
- **Fremont On-Call Services.** Fremont, CA
- **Santa Clara Valley Open Space Authority On-Call.** Santa Clara, CA
- **San Luis Obispo Environmental On-Call.** San Luis Obispos, CA
- **San Mateo Historic Preservation Planning On-Call.** San Mateo, CA
- **Salinas Historic Preservation Planning On-Call.** Salinas, CA
- **Fresno SPRR Depot Rehabilitation Section 106 and PRC 5024 Consultation.** Fresno, CA
- **East Santa Clara and South 4th Street CEQA Technical analyses.** San Jose, CA
- **1111 Aladdin Avenue Evaluation.** San Leandro, CA
- **1453 23rd Avenue CEQA Technical Analyses and Consultation.** Oakland, CA
- **Touro University Building H1 Project Analysis.** Vallejo, CA
- **5725 Harrison Street CEQA Mitigation Measures.** San Francisco, CA
- **Langsam Building CEQA Initial Study.** Sausalito, CA

VA Medical Center Section 106 Consultation

Moffett Federal Airfield Section 106 Consultation

India Basin (900 Innes)

EDUCATION

University of California, Berkeley, Ph. D, Anthropology

University of Saskatchewan, Master of Arts, Anthropology and Archaeology

University of Saskatchewan, Bachelor of Arts, Anthropology and Archaeology

AFFILIATIONS

Professional Archaeologist No. 433620

Society for Historical Archaeology

California Preservation Foundation

Oakland Heritage Alliance

On-Call Term Contracts

Page & Turnbull frequently performs on-call, as-needed services for various institutions and municipalities. As such, we have excellent working relationships with many local and state entities as well as a solid understanding of their review processes.

With many of our public projects, we consider ourselves extensions of our client's staff. Our collaborative spirit establishes effective working relationships with client administrative and technical staff, user representatives, sub-consultants, construction managers, and contractors. With 50 years of experience working with the civic agencies and departments, we have a keen understanding of how to successfully collaborate to realize a client's goals while respecting schedule and budget.

When liaising with community groups and other stakeholders, we work with our clients to develop appropriate approaches. Examples include: developing Public Outreach Plans to educate as many residents as possible; assembling Advisory Groups; facilitating community meetings, workshops, and focus groups; conducting presentations to illustrate project alternatives and addressing comments in follow-up presentations. We use online community engagement tools to document stakeholders' concerns and solicit feedback.

Buena Vista Park Historic Resource Evaluation

SELECT TERM CONTRACT CLIENTS

City of Napa
City of Larkspur
City of Burlingame
City of Oakland
City of Fremont
City of Gilroy
City of Palo Alto
City and County of San Francisco
County of Alameda
County of Orange
City of Los Angeles
City of Santa Monica
City of Torrance
City of Ventura
City of San Diego
City of Long Beach
City of Riverside
City of Anaheim
City of Fullerton
San Francisco Department of Public Works
California Department of Parks and Recreation
Midpeninsula Regional Open Space District
Monterey Peninsula Regional Park District
Santa Clara County Department of Parks & Recreation
Sacramento Housing and Redevelopment Agency
University of California, Los Angeles
Judicial Council of California
US General Services Administration
US Department of State

Location

Oakland, CA

Size

4 acres campus, 12 buildings, 270,000 GSF

Timeline

2019-2022

Scope

CEQA Technical Report, Historic Resource Survey, Historic Resource Evaluation, SOI Standard Analysis, Environmental Impact Report

Cost

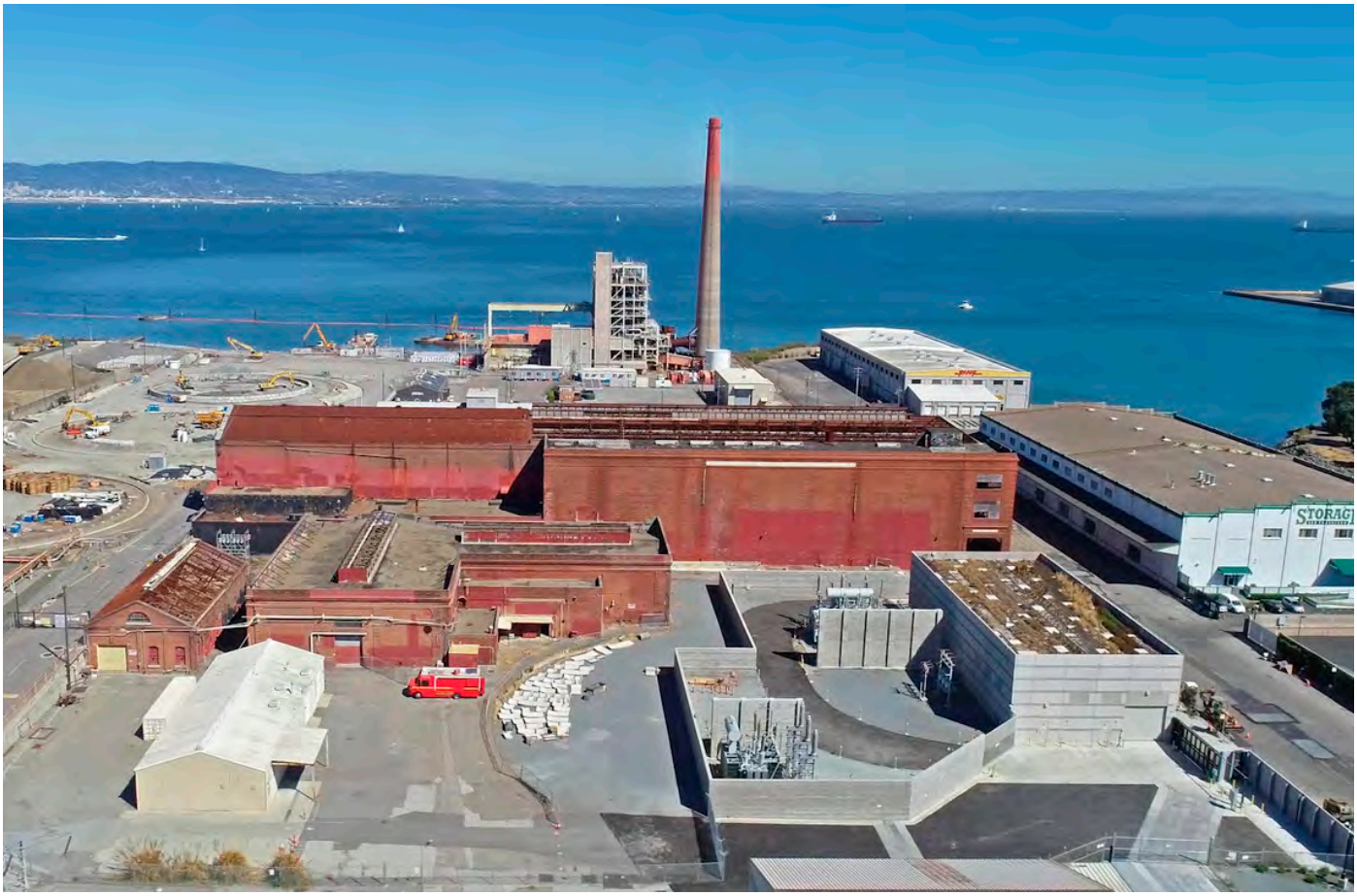
$66,612

California College of the Arts CEQA Environmental Impact Report

Consolidating operations to its San Francisco campus, Page & Turnbull provided research, evaluation, project analysis, and contributed to the CEQA EIR to review the redevelopment CCA's Oakland campus.

Page & Turnbull prepared a comprehensive Historic Resource Evaluation for the site; evaluating 12 campus buildings and landscape features according to the eligibility criteria for the City of Oakland, California Register, and National Register. The site is eligible for the National Register of Historic Places and California Register of Historical Resources as a historic district, and includes the Treadwell Estate, which is a City of Oakland Landmark and is listed on the National Register of Historic Places.

As the California College of the Arts prepared to move all operations to its San Francisco campus, Page & Turnbull's Cultural Resources Studio provided research, evaluation, and worked closely with City of Oakland planning staff and prime environmental consultant to prepare an EIR Cultural Resources chapter to analyze the impacts of a redevelopment proposal.



Location
San Francisco, CA

Size
42,000 sq ft

Timeline
2017-2021

Scope
Project Impact Analysis, Preservation Alternatives Analysis

Cost
$236,500

Potrero Power Station CEQA Historic Resource Services

The former industrial site is being reimagined as a vibrant waterfront neighborhood with a mix of residential, commercial, office, and art uses.

Potrero Power Station is a 29-acre former industrial site that was once the home to a variety of manufacturing companies and contains extant buildings related to PG&E's gas and electric generation. The site is in the process of being redeveloped as a mixed use site with residential, commercial, office, PDR, and arts uses. Page & Turnbull initially was involved by producing a Historic Resource Evaluation for the buildings on the site, and has subsequently produced a Preservation Alternatives Analysis for the proposed project EIR and provided content for the Design for Development controls related to historic resources. Page & Turnbull is currently working on a range of CEQA Mitigation Measure scopes of work, including HABS-style documentation (written report, photography, and measured drawings), video recordation, an interpretive and salvage plan, historic preservation plan, and construction monitoring, and managing related sub-consultants.

Location
Palo Alto, CA

Size
Citywide

Timeline
2016-2024

Scope
Historic Resource Survey, Historic Resource Evaluation, SOI Standard Analysis

Cost
N/A

Palo Alto Historic Preservation On-Call

Page & Turnbull is contracted by the City of Palo Alto to provide On-Call Historic Preservation Consulting services.

Services included reviewing project plans for compliance with the City's design guidelines, context-based design criteria, compatibility requirements, and consistency with the Secretary of the Interior's Standards. We prepare State of California Department of Parks and Recreation (DPR) historic survey forms and Historic Resource Evaluation reports. Additionally, we provide commentary on proposed projects to city planners and support the planners' work in preparing analyses. We support city planning staff by attending Architectural Review Board or Historic Board hearings. During the course of our contract, we have worked on reviewing proposed projects or over 40 different properties, including residences in the National Register-listed Professorville Historic District and commercial buildings on University Avenue.

Location
San Francisco, CA

Size
38 acres, 1,464 Sq ft cottage

Timeline
2015-2025

Scope
CEQA Mitigation Measures,
Historic Resource Evaluation,

Cost
$236,500.00

India Basin Park CEQA Historic Resource Services

Page & Turnbull provided an array of preservation services for a historic boatyard site in southeastern San Francisco redeveloped for residential and commercial use alongside a new municipal park.

Page & Turnbull's initial work included a Historic Resource Evaluation (HRE) to assess the historic status of properties within the 38-acre site and a Feasibility Study for the preservation of the Shipwright's Cottage - a designated San Francisco landmark built in 1875. Subsequent project work involved the implementation of Cultural Resource Mitigation Measures required by CEQA, including HABS documentation, salvage, interpretive programming, a Historic Preservation Plan, and vibration monitoring during construction. In addition to our consultations, Page & Turnbull served as Preservation Architect for the rehabilitation of the Shipwright's Cottage which now serves as a welcome center for the park.

The interior of the cottage has been thoughtfully curated to showcase the interpretive elements of historic tools, wallpaper, and salvaged artifacts. A robust interpretive program links adjacent buildings and cultural landscape features to the community of wood boat builders that were active at the shoreline site since the 1870's.

References

1 **CITY OF PALO ALTO**

Steven Switzer, Historic Preservation Planner
650.329.2493 | steven.switzer@cityofpaloalto.org

City of Palo Alto On-Call Historic Preservation Planning Services

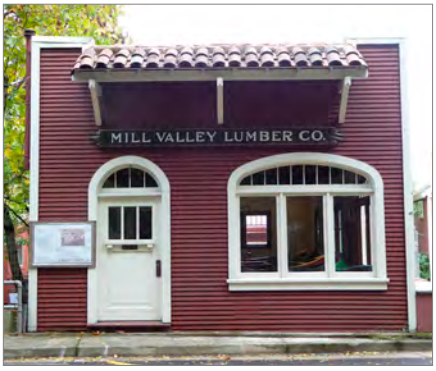
Page & Turnbull has provided on-call Historic Preservation services, including HREs, DPR Forms, SOI Standards Review, Peer Review, and Character-Defining Feature Memorandums, for the City of Palo Alto since 2016.

2 **CITY OF FREMONT**

James Willis, Senior Planner
510.494.4449 | jwillis@fremont.gov

City of Fremont On-Call Historic Preservation Services

Page & Turnbull has provided on-call Historic Preservation services, including HREs, DPR Forms, SOI Standards Review, Peer Review, and Character-Defining Feature Memorandums, for the City of Fremont since 2015.



3 **CITY OF MILL VALLEY**

Steven Ross, Senior Planner
415.384.4895 | sross@cityofmillvalley.org

City of Mill Valley Historic Context Statement, Historic Resources Survey Update, and Historic Resource Evaluations

Page & Turnbull conducted archival research and reviewed extensive previous documentation to produce the Historic Context Statement, which provides a history of physical development in the city and an evaluation framework for understanding historic resources of various property types. We also conducted a survey update of properties previously identified as potentially significant, and we have prepared property-specific Historic Resource Evaluations and SOI Stanards Reviews for CEQA purposes.

Fee Schedule

STAFF HOURLY RATES

Founding Principal	$315.00	Sr Preservation Specialist / Sr Project Manager	$195.00
Principal	$265.00-$305.00	Preservation Specialist 2 / Project Manager	$170.00
Director	$170.00-$245.00	Preservation Specialist 1	$140.00
Senior Architect / Senior Project Manager	$225.00	Junior Senior Preservation Specialist	$125.00
Architect 2 / Project Manager	$185.00	Interns	$115.00
Architect 1	$155.00	Marketing Director	$230.00
Senior Designer / Senior Project Manager	$195.00	Marketing Manager	$195.00
Designer 2 / Project Manager	$160.00	Marketing Coordinator 2	$170.00
Designer 1	$135.00	Marketing Coordinator 1	$150.00
Junior Designer	$125.00	Controller	$230.00
Senior Cultural Resources Planner	$170.00	Senior Project Accountant	$190.00
Cultural Resources Planner 2	$150.00	Project Accountant 2	$170.00
Cultural Resources Planner 1	$135.00	Project Accountant 1	$140.00
Junior Cultural Resources Planner	$120.00	Office Administrator	$125.00

REIMBURSABLES

Reimbursable expenses shall include the following:

- Cost of printing or duplication of drawings, specifications, reports, and cost estimates.
- Tolls, parking fees, and local travel charged in accordance with IRS code.
- Long distance telephone service and facsimile charges.
- Cost of models, special renderings, photography, special printing of publications, maps, and other supplies required for the project.
- Postage and delivery charges.
- Fees for local licenses and permits required to perform professional services.
- Travel, lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with contract services.

ADMINISTRATIVE FEES

Fees for consultant services and subcontractors retained with approval of client shall be billed at cost plus 10%.

EFFECTIVE 01/2025
Subject to annual review and adjustment

WJV Acoustics, Inc.

wjv acoustics

-CORPORATE RESUME-

WJV Acoustics, Inc. (WJVA), formerly Brown-Buntin Associates, Inc. (BBA), is a full-service acoustical consulting firm which specializes in the measurement, modeling and evaluation of environmental and transportation noise and architectural acoustics. BBA was originally established in 1981 by Robert E. Brown and Jim Buntin in Visalia, California. Beginning January 1, 2015, BBA began operating as WJV Acoustics, Inc. (WJVA).

WJVA utilizes state-of-the-art sound measurement and analysis equipment, coupled with computer data management and modeling capabilities, to quantify noise from construction, aircraft, traffic, rail, industrial/commercial and other sources. WJVA has prepared hundreds of acoustical analyses over the past 30 years. WJVA has prepared general plan noise elements and/or noise element updates for approximately 50 California jurisdictions. Additionally, WJVA prepares environmental noise assessments for CEQA and NEPA documents, prepares noise exposure studies for airports of all sizes, and consults with architects concerning the acoustical design of schools, office buildings and performing arts facilities. WJVA has made numerous public presentations.

WJVA has completed noise studies for a number of projects that were considered controversial by local citizens. Many of these projects have included extensive public testimony, demonstrations of noise monitoring procedures, and a thoughtful approach to study design, analysis and document preparation so that complex technical information could be effectively presented to non-technical persons. WJVA has fostered a strong reputation within the environmental community as a consultant able to provide sound and defensible work while maintaining a high level of client attentiveness that separates WJVA from other firms.

WALTER J. VAN GRONINGEN
President
WJV Acoustics, Inc.

Experience:

Mr. Van Groningen is the founding consultant of WJV Acoustics, Inc. His technical skills include the prediction and analysis of aircraft, traffic, railroad and construction noise and the evaluation of community noise problems and litigation support. He has prepared technical noise studies for a variety of projects requiring CEQA or NEPA documentation and has developed noise level criteria and implementation programs for addressing noise-related conflicts and long-range noise compatibility planning. Mr. Van Groningen has particular expertise in preparing traffic noise assessments for federally funded roadway improvement projects using the Caltrans Protocol. Mr. Van Groningen has also prepared general plan noise elements and noise element updates for several California jurisdictions.

Mr. Van Groningen became involved in community noise control in 2005, when he joined the consulting staff at Brown-Buntin Associates, Inc. Since that time, he has conducted short- and long-term aircraft noise monitoring and acoustical testing for federally funded aircraft sound insulation programs and conducted and/or managed numerous environmental noise analyses, including the following:

- Environmental noise assessments addressing aircraft, traffic, rail, commercial, industrial and construction sources for projects requiring CEQA/NEPA documentation. Many of these studies have involved controversial projects and significant public interest in the agency review process.
- Aircraft noise analysis and preparation of noise exposure maps and summary reports for Las Vegas McCarran and Reno-Tahoe International Airports.
- Federally funded school and/or residential sound insulation programs for Los Angeles, Reno-Tahoe, Phoenix Sky Harbor and Anchorage Ted Stevens International Airports.
- General Plan Noise Elements for numerous California jurisdictions.
- Acoustical analyses and noise monitoring for numerous mining operations and construction projects.

Professional Affiliations:

- Member, Institute of Noise Control Engineering.
- Member, Acoustical Society of America.

Software Skills and Certifications:

- FHWA Traffic Noise Model Certified
- FAA Integrated Noise Model (INM)
- Aviation Environmental Design Tool (AEDT2B)
- Larson Davis Laboratories, AutoCAD, Microsoft Word, Microsoft Excel, SoundPLAN
- SoundPLAN Software & Noise Modeling Seminar

Education:

- B.A. Physical/Environmental Geography, Humboldt State University, 1999.
- Post Graduate studies in Hydrology, California State University Chico, 1999-2002.

ROBERT E. BROWN
Consultant
WJV Acoustics, Inc.

Experience:

Bob Brown was a founding partner of Brown-Buntin Associates, Inc. (BBA). Beginning January 1, 2015, BBA became WJV Acoustics, Inc. (WJVA). Mr. Brown continues to work with WJVA on individual projects and also serves in an advisory role with the firm. His technical skills include the prediction and analysis of aircraft, traffic, rail and industrial/commercial noise, the evaluation of architectural noise problems and litigation support. He has prepared technical noise studies for a variety of projects requiring CEQA or NEPA documentation and has developed noise level criteria and implementation programs for addressing noise-related noise conflicts and long-range noise compatibility planning. Mr. Brown has made numerous presentations to organizations, political decision-making boards and citizen groups, and has served as an expert witness.

Mr. Brown became involved with community noise control in 1972 as a member of the public sector. He developed and coordinated community noise programs for two California counties (Tulare and Fresno) and served as a technical advisor to the State of California Office of Noise Control. Since the establishment of BBA in 1981, Mr. Brown has conducted and/or managed numerous aviation and environmental noise studies and architectural acoustics analyses, including the following:

- Environmental noise assessments addressing aircraft, traffic, rail and commercial/industrial sources for projects requiring CEQA/NEPA documentation. Many of these studies have involved controversial projects and significant public interest in the agency review process.
- Aircraft noise analysis and preparation of noise exposure maps and summary reports for Las Vegas McCarran, Reno-Tahoe, San Jose and Fresno Yosemite International Airports.
- Technical noise analyses for FAR Part 150 Studies and/or Environmental Assessments for airfield improvement projects at Portland (Oregon), Little Rock, Las Vegas McCarran, San Antonio, Reno-Tahoe, San Jose and Fresno Yosemite International Airports.
- Federally funded school and/or residential sound insulation programs for Reno-Tahoe, Port Columbus (OH), San Jose, Fresno-Yosemite and Phoenix Sky Harbor International Airports.
- General Plan Noise Elements for numerous California jurisdictions.

Professional Affiliations:

- Member, Aircraft Noise Subcommittee, National Research Council, TRB
- Member, Institute of Noise Control Engineering.
- Member, Acoustical Society of America.

Publications and Presentations:

Defining Adequate Noise Reduction, AAAE Aircraft Noise and Land Use Planning Conference, San Francisco, California, August 1996.
An Overview of Aviation Acoustics, Asilomar Noise Conference, February, 1990.
Quantifying Aircraft Noise Exposure, Airport Noise Abatement Seminar, Irvine, California, 1990.
An Assessment of Noise Impacts Resulting From a Proposed Conversion of F106 to F4D Aircraft at Fresno Air Terminal, California, Inter-Noise 84, Honolulu, Hawaii, December, 1984.

Education:

- B.A., 1971, Biological and Physical Sciences, Chico State College.
- Graduate studies in noise control and environmental health, Calif. State University, Fresno.
- Graduate courses in noise control at U.C. Berkeley, Santa Cruz and San Francisco.

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-REPRESENTATIVE PROJECTS-

- ***Chamisal Tennis Club, Monterey County (2025)***: The project included the assessment of noise levels resulting from activities occurring at the tennis club, as they may impact nearby residential land uses. WJVA conducted 24-hour noise level measurements at numerous locations in the vicinity of closest residential land uses to the project site. WJVA prepared an analysis and report documenting the Club's compliance with applicable Monterey County noise standards
  Contact: Mr. Luis Reis, phone 831-484-1135, email luis@chamisal.com

- ***Ferrasci Business Center Specific Plan, Salinas (2023)***: The project included the development of a Specific Plan to serve as guidance for future development within the Specific Plan boundary. The project included residential, commercial, retail, and various mixed-use land uses. WJVA conducted ambient noise monitoring throughout the Specific Plan area, conducted traffic noise modeling, and preparation of an Environmental Noise Assessment for the project.
  Contact: Mr. Ron Sissem, EMC Planning Group, phone 831-649-1799, email sissem@emcplanning.com

- ***Carmel High School Stadium Lights Project, Carmel, California (2021)***: The project included the installation of stadium lighting at an existing high school stadium facility. The addition of new stadium lighting would result in an increase in on-site events, increased attendance at events and nighttime games and activities at the stadium site (previously restricted to daytime only). WJVA conducted ambient noise monitoring throughout the nearby residential areas, reference noise level measurements, traffic noise modeling, and preparation of an Environmental Noise Assessment for the project.
  Contact: Ms. Teri Wissler Adam, EMC Planning Group, phone 831-649-1799, email wissler@emcplanning.com

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FEE SCHEDULE

WJV Acoustics, Inc.
January 1, 2025

Labor: Time spent on behalf of a client is charged as follows:

Principal Consultant:	$185/hour
Consultant:	$160/hour
Technician:	$95/hour
Clerical:	$85/hour

Time spent includes travel to/from WJVA's Visalia office.

A surcharge of 50% over the above rates will be charged for expert witness testimony.

Direct Charges: Direct charges include actual costs for travel, lodging, meals, mileage, equipment fees, computer services, printing and similar costs. Mileage is charged at the standard IRS rate.

Retainer: A retainer of up to 50% of the total fee may be required for new clients or jobs where initial expenses are anticipated to exceed $500.

Note: A Finance Charge of 1% per month, which is 12% per annum, may be charged on accounts not paid within 30 days of invoice.

Sample Work

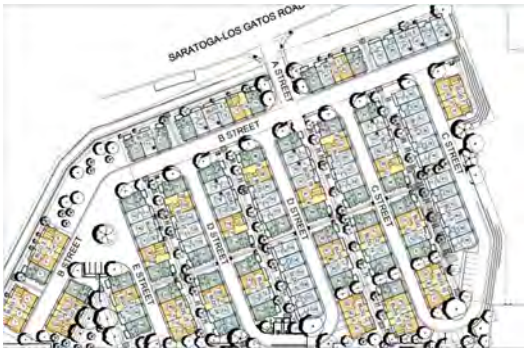
C

ATTACHMENT

Final Initial Study

50 Los Gatos-Saratoga Road Townhome-Style Condominiums

December 26, 2024



Prepared by

EMC Planning Group

FINAL INITIAL STUDY

50 LOS GATOS-SARATOGA ROAD TOWNHOME-STYLE CONDOMINIUMS

PREPARED FOR

Town of Los Gatos
Sean Mullin, AICP, Planning Manager
110 E Main Street
Los Gatos, CA 95030
Tel 408.354.6823
Smullin@losgatosca.gov

PREPARED BY

EMC Planning Group Inc.
601 Abrego Street
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
www.emcplanning.com

December 26, 2024

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TABLE OF CONTENTS

A. BACKGROUND 1

B. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED 15

C. DETERMINATION 16

D. EVALUATION OF ENVIRONMENTAL IMPACTS 17

1. Aesthetics 19
2. Agriculture and Forest Resources 21
3. Air Quality 22
4. Biological Resources 25
5. Cultural Resources 46
6. Energy 49
7. Geology and Soils 51
8. Greenhouse Gas Emissions 58
9. Hazards and Hazardous Materials 60
10. Hydrology and Water Quality 64
11. Land Use and Planning 71
12. Mineral Resources 73
13. Noise 74
14. Population and Housing 77
15. Public Services 78
16. Recreation 79
17. Transportation 80
18. Tribal Cultural Resources 86
19. Utilities and Service Systems 88
20. Wildfire 93
21. Mandatory Findings of Significance 94

E. SOURCES 96

Appendices

Appendix A Project Plans
Appendix B Air Quality, Greenhouse Gas, Health Risk, and Energy Analysis and Peer Reviews
Appendix C Biological Resources Evaluation and Peer Reviews
Appendix D Arborist Report and Peer Reviews
Appendix E Historic Resources Evaluation and Peer Reviews
Appendix F Geotechnical Report and Peer Reviews
Appendix G Noise Assessment and Peer Reviews
Appendix H Transportation Analysis and Peer Reviews

Figures

Figure 1 Location Map 7
Figure 2 Aerial Photograph 9
Figure 3 Site Photographs 11
Figure 4 Site Plan 13
Figure 5 Habitat Map 29
Figure 6 Special-Status Species Map 31

Tables

Table 1 Tree Canopy – Replacement Standard 43
Table 2 Summary of Trees to be Removed, to Remain, and to be Planted 44

A. BACKGROUND

Project Title	50 Los Gatos-Saratoga Road Townhome-Style Condominiums
Lead Agency Contact Person and Phone Number	Sean Mullin, AICP, Planning Manager 408.354.6823
Date Prepared	December 2024
Study Prepared by	EMC Planning Group Inc. 601 Abrego Street Monterey, CA 93940
Project Location	50 Los Gatos-Saratoga Road, Los Gatos
Project Sponsor Name and Address	John Hickey SummerHill Homes 777 S. California Avenue Palo Alto, CA 94304
Town of Los Gatos 2020 General Plan Land Use Element Designation	Mixed-Use Commercial
Zoning	Highway Commercial – Planned Development – Housing Element Overlay Zone

Setting

The 8.82-acre project site is located at 50 Los Gatos-Saratoga Road in the Town of Los Gatos, which is approximately 13.5 miles south of the San Francisco Bay and approximately 16.5 miles north of the City of Santa Cruz. Surrounding cities include Campbell to the north, San Jose to the north and east, Monte Sereno and Saratoga to the west, and unincorporated hillside areas and the mountains of Santa Clara County to the south. Figure 1, Location Map, provides a regional view of the project site.

Surrounding the project site is Los Gatos-Saratoga Road, commercial uses, and pending future residential development to the north, the Los Gatos High School campus and sports fields to the south, a wooded slope and residential uses to the east, and the Los Gatos-Saratoga Road (State Route 9) and State Route 17 interchange to the west. Figure 2, Aerial Map, provides an aerial view of the project site and the surrounding uses.

The project site is currently occupied by the Los Gatos Lodge, a "garden hotel" built in the late 1950's and early 1960's. Onsite operations consist of temporary lodging of hotel guests, meeting and event rooms, recreational areas, dining areas, routine facility maintenance, accessory office uses, and a duplex dwelling unit for hotel staff. In addition to the buildings and other structures, the project site is improved with paved drives and parking areas, patios and walkways, a swimming pool, and landscaped areas. The eastern edge of the site is wooded and steeply sloped. Figure 3, Site Photographs, provides a visual of the project site from a pedestrian's viewpoint.

The *Town of Los Gatos 2020 General Plan Land Use Element* ("2020 General Plan Land Use Element") designates the project site as Mixed-Use Commercial. The site is zoned Highway Commercial – Planned Development – Housing Element Overlay Zone.

Description of Project

The proposed project includes an application for 155 townhome-style condominium units in 28 buildings with landscaping and common area amenities. The project proposes a mix of two-, three-, and four-bedroom floorplans with an average living area of approximately 1,880 square feet. The two-bedroom floorplans have approximately 1,527 square feet of living area with an attached two-car garage with a side-by-side configuration. The three-bedroom floorplans have a range in size from approximately 1,339 to 1,941 square feet of living area. Half of the three-bedroom homes have an attached two-car garage with a side-by-side configuration, and half have an attached two-car garage with a tandem configuration. The four-bedroom floorplans have a range in size of approximately 1,988 to 2,260 square feet and have an attached two-car garage with a side-by-side configuration. The project features approximately 17,700 square feet of community recreation spaces. Approximately 27,500 square feet of wooded hillside along the east side of the project site would be preserved as open space. With the exception of the existing duplex dwelling unit adjacent to the eastern border of the site, all existing structures and improvements would be removed. The duplex is not part of the proposed project and will remain.

Vehicular circulation is provided through an entry drive from Los Gatos-Saratoga Road and on-site private alleys. The project would provide 330 off-street parking spaces. Guest parking would be provided throughout the site. Bike storage for residents would also be provided in each garage, and 16 bike racks would be provided for guests.

The proposed project also provides 26 affordable units, with 16 affordable to Low Income households and 10 affordable to Moderate-Income households to comply with the Town of Los Gatos' ("Town") Below Market Price (BMP) Program and to qualify for benefits under the State Density Bonus Law and other relevant provisions of the Government Code. By designating ten percent (i.e., 16) of the units as affordable to Low Income households, the project qualifies for one incentive or concession, unlimited waivers or reductions of development standards, and parking reductions under the State Density Bonus Law. The applicant is requesting an incentive or concession to allow a multi-family residential development without a mixed-use component. Additionally, the applicant is requesting multiple waivers related to the following:

- Building height;
- Setbacks;
- Private open space dimensions;
- Width of private alleys;
- Fence/wall located in setbacks;
- Parking configuration;
- Parking aisle with; and
- Objective design standards related to:

- Short-term bicycle parking;
- Pedestrian path lighting spacing;
- Third-floor step back;
- Utility screening; and
- Façade design and articulation.

Figure 4, Site Plan, illustrates the proposed site plan for the project. The full set of project plans can be found in Appendix A.

Town of Los Gatos General Plan

The Los Gatos Town Council adopted the *Town of Los Gatos California 2040 General Plan* (2040 General Plan) and certified the *2040 General Plan Final Environmental Impact Report* (2040 General Plan EIR) on June 30, 2022. On April 2, 2024, the Town Council voted to rescind the land use element and community design element of the 2040 General Plan (Town of Los Gatos 2022a).

Therefore, the Town's current general plan consists of the land use element and community design element of the *Town of Los Gatos 2020 General Plan* (2020 General Plan), and the remaining elements of the 2040 General Plan. The *Town of Los Gatos 2020 General Plan EIR* (2020 General Plan EIR) is the effective EIR for the land use element and the community design element.

Methodology

General Plan and Housing Element Residential Unit Growth

Residential development of the project site was anticipated in the 6th Cycle Housing Element Update and was considered in the 2040 General Plan's growth projections that were evaluated in the 2040 General Plan EIR. The 2020 General Plan EIR evaluated the project site as Mixed-Use Commercial, which allows for a mixed of commercial and residential uses. The 2040 General Plan EIR evaluated the project site with a land use designation of "Mixed Use," which allows for 30-40 units per acre or 262-348 residential units, (Town of Los Gatos 2021). Additionally, preparation of the Town's 6th Cycle Housing Element Update overlapped with the preparation of the 2040 General Plan and 2040 General Plan EIR, allowing for the documents to work together on topics such as density to assist in meeting the Town's Regional Housing Needs Assessment requirement. The project site was identified in the site inventory located within the 6th Cycle Housing Element Update (referred to as the Los Gatos Lodge) for a minimum residential development of 262 units (30 units per acre) (Town of Los Gatos 2024, p. D-19). The 2040 General Plan EIR evaluated the potential impacts of up to 3,738 additional dwelling units, and evaluated housing and population growth projections identified within the 6th Cycle Housing Element Update (Town of Los Gatos 2022b). The project includes approximately 18 units per acre, which falls below the density identified for the site within the 6th Cycle Housing Element Update and evaluated in the 2040 General Plan EIR. Therefore, the growth projections analyzed in the 2040 General Plan EIR adequately considered the population increase associated with the proposed project.

Cumulative Residential Development

The 2040 General Plan EIR evaluated the potential growth for up to 3,738 dwelling units. The Town has not approved any of these dwelling units as of December 2024. The proposed project includes 155 dwelling units. Therefore, the proposed project residential units were included within the scope of the 2040 General Plan EIR and 6th Cycle Housing Element Update.

The 6th Cycle Housing Element Update included 2,371 units. The Town has not approved any of these dwelling units as of December 2024. The proposed project includes 155 dwelling units. Therefore, the proposed project residential units were included within the scope of the 2040 General Plan EIR and 6th Cycle Housing Element Update.

Purpose of Initial Study – CEQA Guidelines Section 15183 Streamlining

The purpose of this initial study is to determine if the proposed project's environmental impacts were adequately addressed in the 2020 General Plan EIR and/or 2040 General Plan EIR, as applicable. If so, the Town would only be required to make the findings that no additional environmental review is necessary pursuant to CEQA Guidelines section 15813 streamlining process. If it is determined that the project was not adequately addressed in the 2020 General Plan EIR and/or the 2040 General Plan EIR, as applicable, the preparation of a mitigated negative declaration or supplemental EIR (supplemental to the general plan EIR) would occur.

Conditions of Approval

The 2020 General Plan EIR and the 2040 General Plan EIR identify general plan policies and mitigation measures that would reduce environmental impacts to a less-than-significant level. Those policies and mitigation measures are identified as conditions of approval in this initial study. Additional conditions of approval are also included herein where additional detail regarding implementation of the policies and mitigations (conditions of approval) are necessary.

Other Public Agencies Whose Approval May Be Required

- San Francisco Bay Area Regional Water Quality Control Board

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

The Town sent out AB 52 notification letters on May 22, 2024 via email and certified mail. As of August 26, 2024, two responses have been received; one from the Muwekma Ohlone Tribe and one from the Amah Mutsun Tribal Band of San Juan Bautista. However, neither tribe requested consultation. See Section 18, Tribal Cultural Resources, for additional information.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

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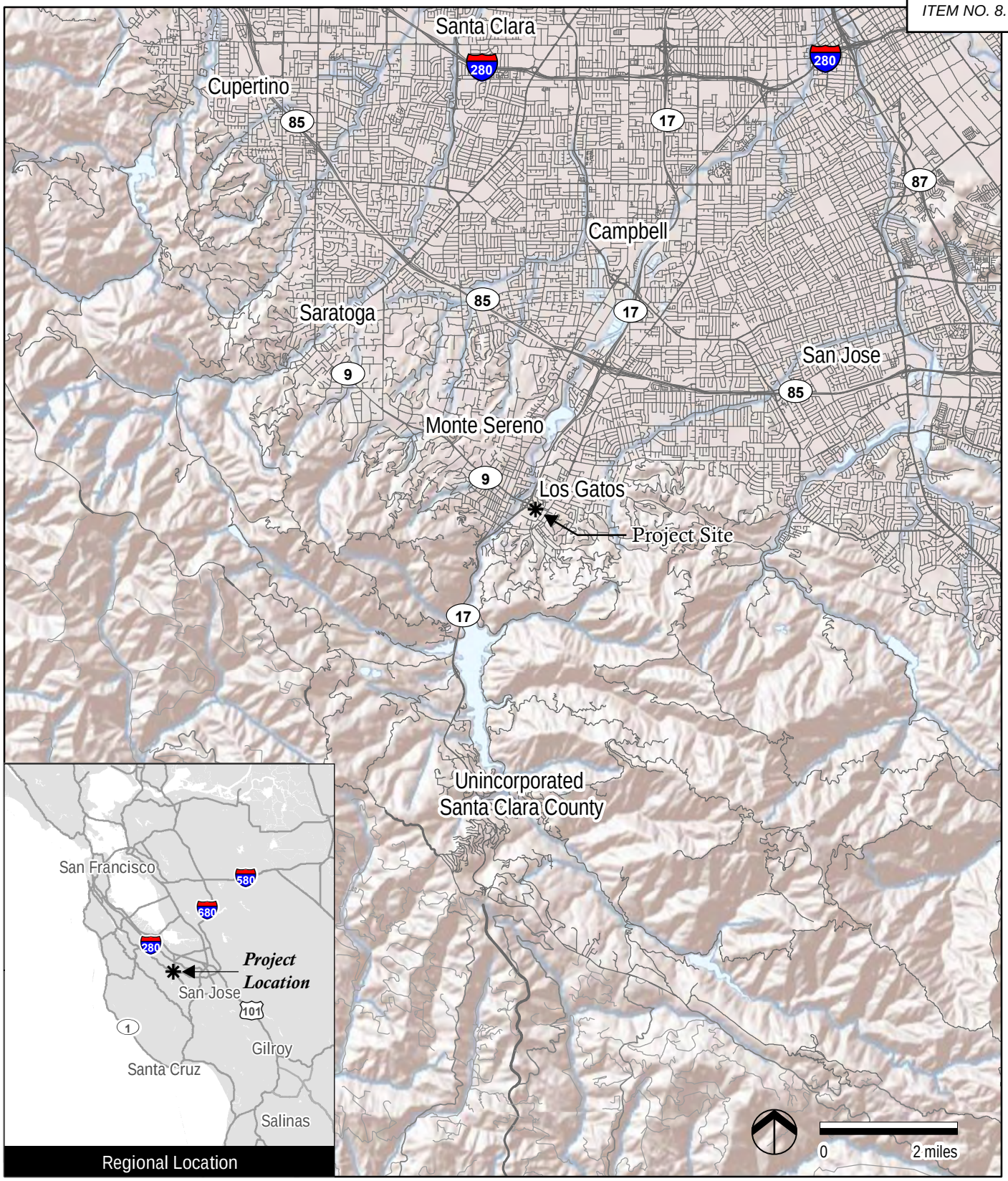

Source: ESRI 2024

Figure 1

Location Map

50 Los Gatos-Saratoga Road Townhome-Style Condominiums Initial Study

This side intentionally left blank.

0 300 feet

Project Site

Source: Santa Clara County GIS 2024, Google Earth 2024

Figure 2

Aerial Photograph

50 Los Gatos-Saratoga Road Townhome-Style Condominiums Initial Study

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1 View of the property entrance on the north side of the project site, looking southwest.

2 View of the east side of the project site, looking northwest.

Project Site

Source: Google Earth 2024
Photographs: Google Earth 2024

3 View of the south side of the project site, looking northwest.

4 View of the west side of the project site, looking southeast.

Figure 3
Site Photographs

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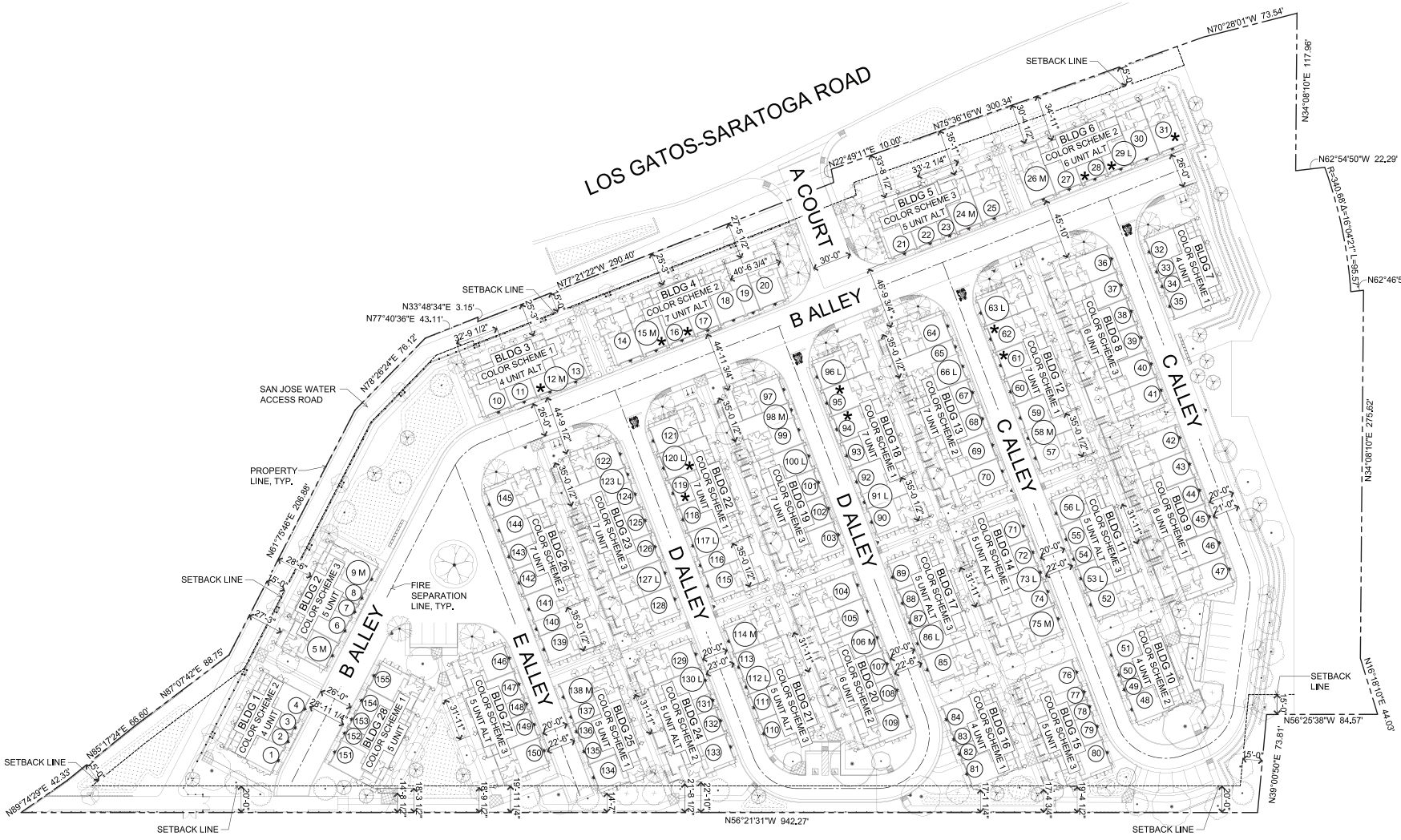

Source: SDG Architects, Inc. 2024

Figure 4
Site Plan

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B. Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- ☐ Aesthetics
- ☐ Agriculture and Forestry Resources
- ☐ Air Quality
- ☐ Biological Resources
- ☐ Cultural Resources
- ☐ Energy
- ☐ Geology/Soils
- ☐ Greenhouse Gas Emissions
- ☐ Hazards & Hazardous Materials
- ☐ Hydrology/Water Quality
- ☐ Land Use/Planning
- ☐ Mineral Resources
- ☐ Noise
- ☐ Population/Housing
- ☐ Public Services
- ☐ Recreation
- ☐ Transportation
- ☐ Tribal Cultural Resources
- ☐ Utilities/Service Systems
- ☐ Wildfire
- ☐ Mandatory Findings of Significance

C. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (1) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (2) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Sean Mullin, AICP, Planning Manager _____ Date

D. EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a) Earlier Analyses Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance

1. AESTHETICS

Except as provided in Public Resources Code Section 21099 (Modernization of Transportation Analysis for Transit-Oriented Infill Projects), would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Have a substantial adverse effect on a scenic vista?	☒	☐	☒	☐
b.	Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c.	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☒	☐	☒	☐
d.	Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☒	☐	☒	☐

Comments:

a. A scenic vista is a view from a public place that is expansive and considered locally important. The Town of Los Gatos is located at the base of the Santa Cruz Mountains and many southbound streets offer striking views of the slopes, ridgelines, and wooded areas of those mountains. These views are defining attributes of Los Gatos and shape the visual experience for visitors and residents who would have a high sensitivity to those views (Town of Los Gatos 2021). The 2040 General Plan EIR concluded that the 2040 General Plan goals and policies would minimize visual intrusion and assist in reducing obstructions to the scenic vistas associated with the open space areas of Los Gatos. Development facilitated by the 2040 General Plan would occur in existing urbanized areas of the Town of Los Gatos and implementation of these policies would encourage vistas and visibility of scenic open space. Therefore, impacts were found to be less than significant (Town of Los Gatos 2021, p. 4.1-16).

Public views at the project site are available on Los Gatos-Saratoga Road and the State Route 17 exit towards Los Gatos-Saratoga Road. Travelers on the State Route 17 exit towards Los Gatos-Saratoga Road do not have views of distant mountains as it is completely obscured by the heavily wooded western edge of the project site. These trees along the western border would be removed as part of the project. However, the project

proposes to plant more than 100 trees along the edges and throughout the project site, which would enhance the wooded coverage that currently obscures the views of the distant mountains from this viewpoint (refer to Sheet L1.0 for the conceptual landscape plan found in Appendix A).

Eastern travelers on Los Gatos-Saratoga Road fronting the project site do not have any scenic vista views, while western travelers on Los Gatos-Saratoga Road have some views of the distant mountains, but they are mostly obscured due to the existing tree coverage, street lights, and the entry sign. The project would be required to comply with the Town's Objective Design Standards. Because the project site is located within an existing urbanized area of the Town, and the project would the Town's Objective Design Standards, it can be concluded that the project's potential impacts to scenic vistas have been adequately addressed in the 2040 General Plan EIR.

b. The 2040 General Plan EIR concluded that no impacts on scenic resources within a state scenic highway would occur because new development would not be facilitated near the only state designated highway near to, and not within, the Town of Los Gatos (State Route 9).

The proposed project is located approximately 0.7 miles southeast of the state designated scenic highway portion of State Route 9 (Google Earth 2024). Therefore, the project would not have an impact on a scenic highway.

c. The proposed project is located within an urbanized area on a currently developed site that is zoned Highway Commercial – Planned Development – Housing Element Overlay Zone and contains existing development. According to the Town Code Section 29.20.185, Table of conditional uses, residential uses are allowed within this zoning district with a conditional use permit. The project plans will undergo development review with the Town Community Development Department to ensure that the project meets the Town's Objective Design Standards for Qualifying Multi-Family and Mixed-Use Residential Development.

Adherence to the Town's objective standards would ensure that the project would not conflict with applicable zoning and other regulations governing scenic quality. Therefore, the project would not result in new impacts that have not already been addressed within the 2040 General Plan EIR and other objective standards included in the Town Code and other documents.

d. Although the existing lodge at the project site produces light, the proposed project would increase the development intensity at the site, thereby introducing new sources of light, the project would be required to comply with the residential lighting requirements in the Town's Objective Design Standards and therefore, the impact would be less than significant.

2. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts on agricultural resources are significant environmental effects and in assessing impacts on agriculture and farmland, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d.	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Comments:

a-e. The project site is a developed, infill site and is located within land designated by the California Department of Conservation as Urban and Built-Up Land (California Department of Conservation 2024), is not in a Williamson Act contract and contains no timberland or forest resources. Therefore, the project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), conflict with the Williamson Act, or result in an impact to timberland or forest resources.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Conflict with or obstruct implementation of the applicable air quality plan?	☒	☐	☐	☒
b.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?	☒	☐	☐	☐
c.	Expose sensitive receptors to substantial pollutant concentrations?	☒	☐	☐	☐
d.	Result in other emissions, such as those leading to odors adversely affecting a substantial number of people?	☒	☐	☐	☒

Comments:

a. The proposed project is redevelopment of an infill parcel with residential uses and is not expected to conflict with the applicable air quality plan.

b. **Construction Criteria Air Pollutant Emissions:** Ramboll prepared a CEQA Air Quality, Greenhouse Gas, Health Risk, and Energy Analysis for the proposed project (2024). The report was peer reviewed by Illingworth & Rodkin. Both the report and the peer review are included in Appendix B.

The proposed project will involve construction activities that generate air pollutants. These activities include demolition, grading, transportation of workers and materials, and fuel combustion from on-site equipment, leading to the emission of reactive organic gases (ROG), nitrogen oxides (NO_x), PM_{10}, and $PM_{2.5}$. The volume of these emissions will vary based on the type, duration, and intensity of construction activities.

While construction emissions typically have temporary impacts over a limited time, their acute effects can lead to significant localized air quality issues. However, these emissions generally do not contribute to long-term cumulative air quality impacts.

The 2040 General Plan did not identify measures to reduce construction emissions, but instead relied on best management practices for construction described in the air district's

CEQA Guidelines. The Guidelines establish project-level thresholds for construction emissions. If a project's construction emissions are below these thresholds, its impact on regional air quality is considered less than significant. In addition to maintaining emissions below the air district's significance threshold, individual projects must implement all Basic Construction Mitigation Measures outlined in Table 8-2 of the CEQA Guidelines.

These basic construction measures were expanded when the air district updated its guidelines. These measures, also known as best management practices (BMP), now include the following measures:

Condition of Approval

The following shall be implemented during construction activities to reduce $PM_{2.5}$ concentrations:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered;
- All visible mud or dirt trackout onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
- All vehicle speeds on unpaved roads shall be limited to 15 mph;
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph;
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site;
- Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a 6- to 12-inch layer of compacted layer of wood chips, mulch, or gravel; and
- Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

The 2040 General Plan EIR includes these requirements as a mitigation measure (2040 General Plan EIR Mitigation Measure AQ-1) to address temporary construction impacts from new development. The mitigation requires implementing the air district's Basic Construction Mitigation Measures, or equivalent, expanded, or modified measures (Town of Los Gatos 2021, 4.3-16). The conditions of approval should require the project to comply with this mitigation measure to ensure that construction emission impacts are reduced to a less-than-significant level.

Therefore, any potential impacts associated with the project construction emissions have been adequately addressed in the 2040 General Plan EIR.

Operational Criteria Air Pollutant Emissions: The 2040 General Plan EIR uses a threshold approach for criteria air pollutant impacts that is recommended by the air district. Relative to baseline conditions, where the percent increase in vehicle miles traveled (VMT) at plan buildout does not exceed the percent change in population generated at buildout, the plan would have less than significant criteria air pollutant emissions impacts. The 2040 General Plan EIR found that this would be the case at plan buildout and, therefore, implementing the 2040 General Plan would have less than significant criteria emissions impacts.

The proposed project is consistent with the 2040 General Plan reviewed in the 2040 General Plan EIR. Consequently, the VMT and population generations were evaluated in the General Plan EIR analysis of criteria air emissions impacts. Therefore, criteria air emissions impacts of the project have been adequately addressed in the 2040 General Plan EIR.

c. **Project Construction – Toxic Air Contaminants.** The Ramboll health risk assessment concluded that with implementation of the condition of approval above that reduces $PM_{2.5}$ concentrations, the construction health risk impacts associated with construction of the project are less than significant.

Project Operations (Cumulative) - Toxic Air Contaminants. The proposed project includes air filtration systems rated at MERV-13 for all residential buildings. The Ramboll health risk assessment concluded that the project would not expose sensitive receptors to substantial pollutant concentrations with inclusion of these air filtration systems.

d. The proposed project is a residential development that is consistent with the land use evaluated in the 2040 General Plan EIR and is not the type of use that would produce objectionable odors that would affect a substantial number of people. Therefore, the project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

4. BIOLOGICAL RESOURCES

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☒	☐	☐	☐
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☐	☒
c.	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.), through direct removal, filing, hydrological interruption, or other means?	☐	☐	☐	☒
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☒	☐	☐	☐
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Comments:

A Biological Evaluation was prepared by Live Oak Associates, Inc. in April 2, 2024 ("Biological Evaluation," which can be found in Appendix C). The Biological Evaluation was peer reviewed by EMC Planning Group; the peer review is also available in Appendix C.

Additionally, an arborist report was prepared by Moki Smith Tree Specialists, Inc., dated March 6, 2024, and was peer reviewed by Monarch Consulting Arborists on March 26, 2024. The arborist report and peer review documentation can be found in Appendix D.

A reconnaissance-level biological field survey of the project site to verify conditions described in the report was conducted by EMC Planning Group biologist Rose Ashbach, M.S. on June 20, 2024. Biological resources were documented in field notes, including plant and wildlife species observed, dominant plant communities, wildlife habitat quality, disturbance levels, and aquatic resources.

Prior to conducting the survey, Mrs. Ashbach reviewed the Biological Evaluation, project plans, aerial photographs, natural resource database accounts, and other relevant scientific literature. This included searching the U.S. Fish and Wildlife Service (USFWS) *Endangered Species Database* (USFWS 2024a), California Department of Fish and Wildlife (CDFW) *California Natural Diversity Database* (CDFW 2024a, CDFW 2024b), and California Native Plant Society (CNPS) *Inventory of Rare and Endangered Plants* (CNPS 2024a) to identify special-status plants, wildlife, and habitats known to occur in the vicinity of the project. A review of the USFWS National Wetlands Inventory database was also conducted to identify jurisdictional aquatic features (wetlands, drainages, and/or riparian areas) on or adjacent to the project site (USFWS 2024b).

Existing Conditions

The project site consists of two parcels (APNs 529-24-032 and 529-24-001), located at 50 Los Gatos-Saratoga Road in the Town of Los Gatos. The project site is bounded by Los Gatos-Saratoga Road to the north, State Route 17 to the west, Bella Vista Avenue to the east, and Los Gatos high school to the south. Adjacent uses include residential properties to the east and commercial establishments to the north. The parcels have been developed as a multi-building "garden" hotel with diverse ornamental trees, meeting rooms, and associated parking.

Topography of the parcel is flat with exception of the eastern boundary of the site, where Bella Vista Avenue (elevation at 123 feet) slopes west within a forested woodland to parcel parking (elevation at 107 feet) to the east. Soil types on the site include the Urban land-Stevenscreek complex, Urban land-Flaskan complex, and Flaskan sandy loam (NRCS Web Soil Survey 2024). These soils are not hydric nor do they contain ultramafic, alkaline, or other edaphic conditions that support rare plant and wildlife species.

Plant and Wildlife Habitats

The project site was developed in the late 1950's and early 1960's. Habitats on the site are predominantly developed and landscaped with ornamental non-native plants. Coast live oak mixed woodland is located along the eastern slope at Bella Vista Avenue and the northeast corner of the property.

Developed Landscaped Areas

The majority of the parcel has been developed with a multi-building hotel, meeting rooms, outdoor seating areas, associated parking, lawns, swimming pool, and landscaped areas. Vegetation around the hotel includes, but is not limited to oleander (*Nerium oleander)*, African

daisy (*Osteospermum* sp.), woolly contoneaster (*Cotoneaster pannosus*), myoporum (*Myoporum laetum)*, eucalyptus (*Eucalyptus* sp.), sweet pea bush (*Polygala myrtifolia*), Japanese camellia (*Camellia japonica*), saucer magnolia (*Magnolia X soulangeana*), Canary Island date palm (*Phoenix canariensis*), camphor (*Cinnamomum camphora*), Chinese pistache (*Pistacia chinensis*), and sweetgum (*Liquidambar styraciflua*). The parking area on the east portion of the parcel includes a diversity of ornamental trees including, but not limited to, sugar pine (*Pinus lambertiana*), persimmon (*Diospyros kaki*), and deodar cedar (*Cedrus deodara*). Additionally, the perimeter of the parcel is planted with a number of ornamental plants including, but not limited to, eucalyptus species, deodar cedar, coast redwood (*Sequoia sempervirens*), oleander, coast live oak (*Quercus agrifolia*), olive (*Olea europaea*), English walnut (*Juglans regia*), and stone pine (*Pinus pinea*).

Wildlife observed within the developed and landscaped areas of the site include pocket gopher (*Thomomys* sp.), western fly catcher (*Empidonax difficilis*), house finch (*Haemorhous mexicanus*), American crow (*Corvus brachyrhynchos*), oak titmouse (*Baeolophus inornatus)*, dark eyed junco (*Junco hyemalis*). Cracks and crevasses in buildings as well as trees and vegetation provide nesting habitat for nesting birds and roosting bats.

Coast Live Oak Mixed Woodland

Steep forested slopes on the eastern edge of the property contain a mix of native and non-native mixed woodland vegetation. The dominate species within the upper slope is coast live oak with understory dominated by English ivy (*Hedra helix*). Other species within the lower slope include woolly contoneaster, coast redwood, and toyon (*Heterolmeles arbutifolia*).

In the northeast corner of the property mixed woodland vegetation includes a greater diversity of understory species and non-native trees. Dominant species include coast live oak, coast redwood, and oleander. Other plants include French broom (*Genista monspessulana*), common fumitory (*Fumaria officinalis*), stork's bill (*Erodium* sp.), Italian thistle (*Carduus pycnocephalus*), Chinese privet (*Ligustrum sinense*), English ivy, Mexican fan palms (*Washingtonia robusta*), silver wattle (*Acacia dealbata*), and smilo grass (*Stipa miliacea* var. *miliacea*).

Wildlife observed in this portion of the site include dark eyed junco, chestnut backed chickadee (*Poecile rufescens*), American crow, Bewick's wren (*Thryomanes bewickii*), brown creeper (*Certhia americana*), and fox squirrel (*Sciurus niger*). This area could also host nesting birds and raptors, deer (*Odocoileus virginianus*), skunk (*Mephitis mephitis*), racoon (*Procyon lotor*), dusky-footed woodrats (*Neotoma* sp.), slender salamanders (*Batrachoseps* sp.), and other common fauna.

Wetlands and Aquatic Features

The National Wetland Inventory shows a riverine system along the eastern boundary. Because of scale, the primary intended use of the National Wetlands Inventory is for regional and watershed data display and analysis rather than specific project data analysis. The map products were neither designed nor intended to represent legal or regulatory products and field surveys by qualified biologist are often required to verify the presence or absence of features recorded in the National Wetlands Inventory. Indicators of the presence of aquatic features, such as riparian or wetland vegetation or evidence of drainage patterns, were not observed by Live Oak Associates, Inc. in April 2024 or by EMC Planning Group in June 2024. The feature mapped near the eastern boundary was not observed and is considered absent from the project area.

An off-site drainage system was observed outside of the northern boundary of the project site. To the east, the drainage system includes a grated storm drain at the base of the slope with no observed wetland or riparian vegetation. To the west, the drainage appears to be a constructed channel. Neither feature held water at the time of the June 2024 survey. The offsite drainage is shown on Figure 5, Habitat Map.

a. **Special-Status Species**. A search of the California Department of Fish and Wildlife *California Natural Diversity Database* (CNDDB) was conducted for the site and the surrounding eight U.S. Geological Survey (USGS) quadrangles in order to generate a list of potentially occurring special-status species for the project vicinity. Records of occurrences for special-status plants were reviewed for those quadrangles in the CNPS *Inventory of Rare and Endangered Plants of California* (CNPS 2024). A USFWS *Endangered Species Program* threatened and endangered species list was also generated for the project parcel, and the USFWS *Critical Habitat for Threatened & Endangered Species* online mapper was reviewed (USFWS 2024a & USFWS 2024c). Special-status species in this report are those listed as Endangered, Threatened, or Rare or as candidates for listing by the USFWS and/or CDFW; as Species of Special Concern or Fully Protected species by the CDFW; or as Rare Plant Rank 1B or 2B species by CNPS. Tables 1A, 1B, 2A and 2B, Special-Status Species that Could Occur in the Project Vicinity, can be found in Appendix C, 50 Los Gatos Lodge Project Biological Evaluation, and presents tables with special-status species search results, which lists the special-status species documented within the project vicinity, their listing status, suitable habitat description, and their potential to occur on the project site. Figure 6, Special-Status Species Map, presents a map of the CNDDB results.

Special-Status Plant Species. Special-status plant species were evaluated for probability to occur on the project site in the Biological Evaluation and during the June 2024 site visit. No special-status plants were observed during the biological survey. Suitable habitat for special-status plant species recorded as occurring within the project vicinity was not found.

Special-Status Wildlife Species. Special-status wildlife species were evaluated for probability to occur on the project site in the Biological Evaluation and during the June 2024 site visit. Special-status wildlife species with potential to occur on the project site include San Francisco dusky-footed woodrat, nesting birds, and roosting bats. These species are addressed below.

San Francisco Dusky Footed Woodrat. San Francisco dusky-footed woodrats (*Neotoma fuscipes annectens*), a California Species of Special Concern, are generalist herbivores consuming a wide variety of nuts, fruits, fungi, and foliage. They are dependent on live oaks in grassland, shrub, or wooded areas. They build complex multichambered houses in trees or on the ground that may be used for over twenty years. Marginal habitat for the San Francisco dusky-footed woodrat is present within the mixed woodland habitat on the project parcels. Although CNDDB records do not indicate the presence of San Francisco dusky-footed woodrat within the three-mile vicinity of the project site, there are multiple observations around the project parcel in iNaturalist (iNaturalist 2024).

0 175 feet

Source: EMC Planning Group 2024, Google Earth2024

Project Site | Mixed Woodland | Offsite Drainage

Figure 5
Habitat Map

50 Los Gatos-Saratoga Road Townhome-Style Condominiums Initial Study

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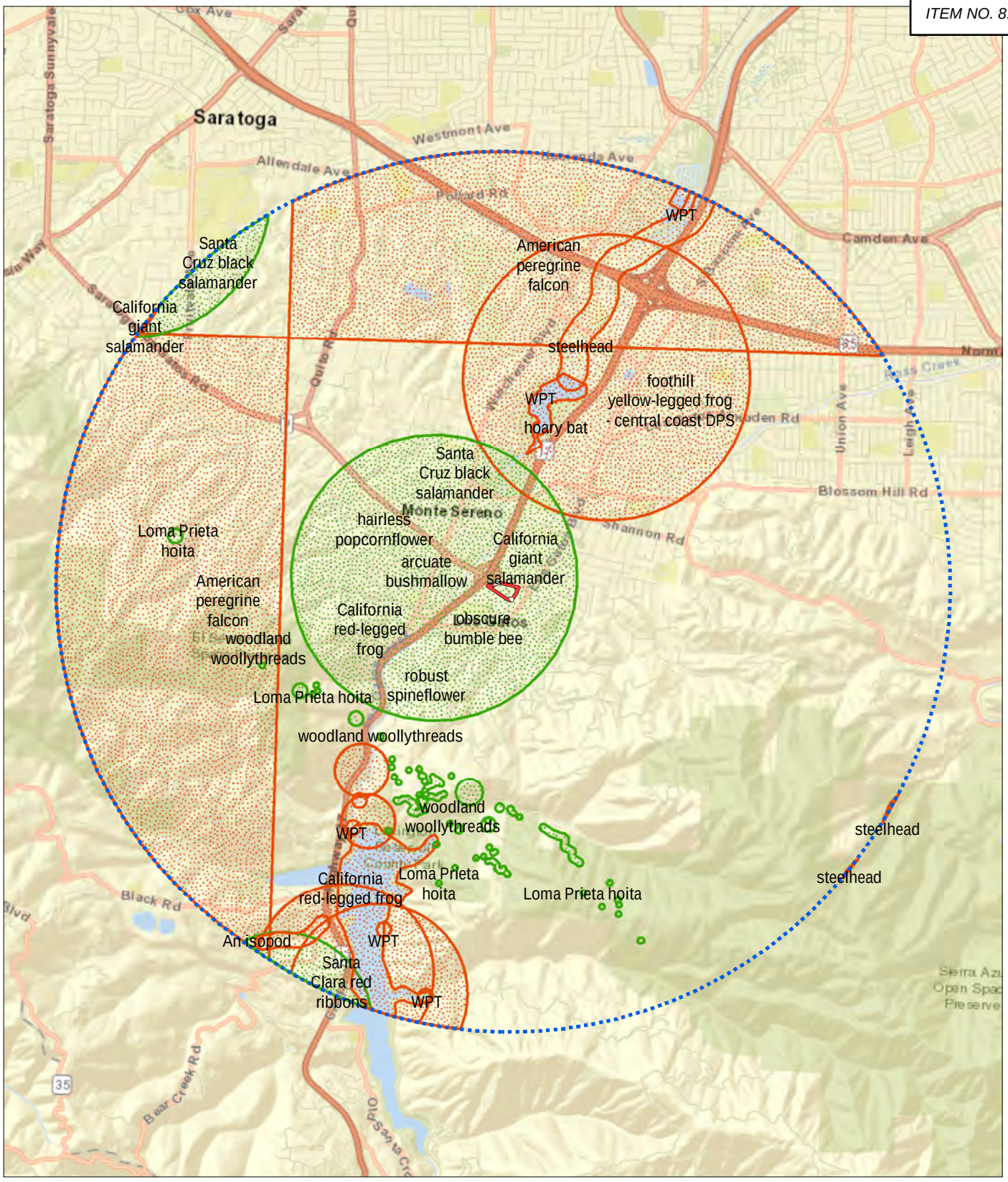

0 5000 feet

Project Site
3-Mile buffer
Special-Status Plants
Special-Status Wildlife

Source: CDFW CNDDB 2024, ESRI 2024
steelhead - central California coast DPS
WPT- western pond turtle

Figure 6

Special-Status Species Map

50 Los Gatos-Saratoga Road Townhome-Style Condominiums Initial Study

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Loss or harm to the San Francisco dusky-footed woodrat is considered a significant adverse impact. The 2040 General Plan EIR concludes that implementation of 2040 General Plan Policy ENV-7.1, which states that public and private projects shall not significantly deplete, damage, or alter existing wildlife habitat or populations, among other policies, would protect special-status wildlife species and their habitat from adverse impacts of public and private projects. Therefore, 2040 General Plan Policy ENV-7.1 is implemented by the following condition of approval to ensure that impacts to San Francisco dusky-footed woodrats are less than significant. This potential impact by the project, therefore, has been adequately addressed by the 2040 General Plan EIR.

Condition of Approval

> Worker Environmental Awareness Training. Prior to issuance of tree removal, demolition, and grading permits, a qualified biologist shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of special-status species potentially occurring in the project vicinity, including, but not limited to, San Francisco dusky-footed woodrat, special-status bats, and nesting birds and raptors. Their habitats, general measures that are being implemented to conserve species as they relate to the project, and the boundaries within which disturbance activities will occur shall be explained. Informational handouts with photographs clearly illustrating the species' appearances shall be used in the training session. All new construction personnel shall undergo this mandatory environmental awareness training. A letter report documenting the completion of training shall be prepared and submitted to Town of Los Gatos, where it shall be kept on file.

Special-Status Bats. Bats were not observed during the reconnaissance-level biological field survey. However, palms, trees, and/or buildings or structures on the project site could provide roosting habitat for special-status bat species known to occur in the vicinity of the project site, including the California Species of Special Concern hoary bat (*Lasiurus cinereus*), pallid bat (*Antrozous pallidus*), and Townsend's big eared bat (*Corynorhinus townsendii*).

Bat species inhabit a wide variety of habitats including grasslands, woodlands, and forests. Project development and construction activities at the project site could result in the disturbance of roost and/or natal sites occupied by special-status bats on or adjacent to the project site, if present. Loss or harm to special-status bats is considered a significant adverse impact.

The 2040 General Plan EIR concludes that, among other policies, Policy ENV-7.5, which states that nesting sites in new development and within existing development shall be conserved unless a mitigation plan is approved, would prevent direct impacts to special-status species, such as bats. Therefore, 2040 General Plan Policy ENV-7.5 is implemented by the following condition of approval, which will ensure that potential impacts to special-status bats are less than significant. This potential impact by the project was adequately addressed in the 2040 General Plan EIR.

Condition of Approval

Special-Status Bat Species. The following measures shall be implemented to avoid loss of or harm to special-status bat species:

1. Prior to issuance of tree removal, demolition, and grading permits, approximately 14 days prior to tree removal or any construction activities, a qualified biologist shall conduct a habitat assessment for bats and potential roosting sites in trees or buildings within 50 feet of the construction easement. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked.

2. If no roosting sites or bats are found, a letter report shall be prepared by the biologist and submitted to Town of Los Gatos, where it shall be kept on file, and no further measures are required.

3. If bats or roosting sites are found, bats shall not be disturbed without specific notice to and consultation with California Department of Fish and Wildlife.

4. The nursery season is typically from May 1 to October 1. If bats are found roosting outside of the nursery season, California Department of Fish and Wildlife shall be consulted prior to any eviction or other action. If avoidance or postponement is not feasible, a Bat Eviction Plan shall be submitted to California Department of Fish and Wildlife for written approval prior to project implementation. A request to evict bats from a roost includes details for excluding bats from the roost site and monitoring to ensure that all bats have exited the roost prior to the start of activity and are unable to re-enter the roost until activity is completed. Any bat eviction shall be timed to avoid lactation and young-rearing. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department

of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season.

Nesting Birds. Protected nesting bird species and raptors have the potential to nest on open ground, or in any type of vegetation, including trees, during the nesting bird season (January 15 through September 15). The project site and surrounding properties contain a variety of trees and shrubs suitable for nesting. Construction activities can impact nesting birds protected under the federal Migratory Bird Treaty Act and California Fish and Game Code, should nesting birds be present during construction. If protected bird species are nesting adjacent to the project site during the bird nesting season, then noise-generating construction activities could result in the loss of fertile eggs, nestlings, or otherwise lead to the abandonment of nests.

The 2040 General Plan EIR states that, among other policies, Policy ENV-7.5, described previously, would prevent direct impacts to migratory nesting birds. Therefore, 2040 General Plan Policy ENV-7.5 is implemented by the following condition of approval, which would ensure that the potential impact to nesting birds is less than significant. This potential impact by the project was adequately addressed in the 2040 General Plan EIR.

Condition of Approval

Protected Nesting Birds. Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), all construction activities should be conducted between September 16 and January 14, which is outside of the bird nesting season. If construction or project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), a qualified biologist shall conduct nesting bird surveys.

a. Two surveys for active bird nests shall occur within 14 days prior to start of ground disturbance, with the final survey conducted within 48 hours prior to ground disturbance. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no nesting birds are found, a letter report confirming absence shall be prepared and submitted to the Town of Los Gatos and no further protective measures are required.

b. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline

monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g., defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active. Once the absence of nesting birds has been confirmed, a letter report shall be prepared and submitted to the Town of Los Gatos.

b. **Sensitive Natural Communities.** Sensitive natural communities are communities that are of limited distribution statewide or within a county or region and are often vulnerable to environmental effects of projects. CDFW's *List of California Terrestrial Natural Communities* is based on the best available information, and indicates which natural communities are considered sensitive (CDFW 2024c). There are no sensitive natural communities within the project parcel. The project would not result in new impacts beyond those that have already been adequately addressed by the 2040 General Plan EIR.

c. **Wetlands and Waters of the U.S**. Potentially jurisdictional aquatic features were evaluated for probability to occur on the project site in the Biological Evaluation and during the June 2024 site visit. A review of the National Wetland Inventory online database was also conducted to identify potential jurisdictional aquatic features on or adjacent to the project site (USFWS 2024b). The results show an unnamed aquatic feature (identified on the NWI as "Riverine" habitat (R4SBC)) located on the east boundary the project parcel. This aquatic feature is not present on the project site or found anywhere within the eastern slope of the project site.

There are two drainage channels that are located approximately ten feet from the northern boundary of the project site. These channels are bisected by the entrance to the hotel. Both channels do not appear to hold water or support wetland vegetation and are outside of the project boundary (refer back to Figure 5, Habitat Map).

Dominant vegetation on the north boundary of the project parcel included coast redwood, coast live oak, oleander, English ivy, French broom, smilo grass. Due to the lack of connectivity to other aquatic features, the offsite aquatic drainage channel is likely not considered jurisdictional by the USACE. In addition, due to the lack of riparian vegetation, the aquatic drainage channel is likely not considered jurisdictional by the CDFW. However, it may be considered jurisdictional by the San Francisco Bay Area Regional Water Quality Control Board (RWQCB).

The proposed project is not expected to directly impact the drainage channel north of the project site. However, construction related grading could result in indirect impacts such as sedimentation of the drainage channel. The 2040 General Plan EIR states that 2040

General Plan Policy ENV-6.1 (development shall not damage riparian areas, wetlands, and intermittent or ethereal streams) and Policy ENV-6.3 (require setbacks and measures as appropriate to protect riparian corridors) would prevent development within wetlands. Therefore, 2040 General Plan Policies ENV-6.1 and ENV-6.3 are implemented by the following condition of approval, which would ensure that impacts to potentially jurisdictional aquatic features are less than significant. This potential impact by the project has been adequately addressed by the 2040 General Plan EIR.

Condition of Approval

Protection of Offsite Waters/Wetlands. Prior to issuance of demolition and grading permits, the applicant shall provide evidence that waterways adjacent to the project site through the use of best management practices for erosion control and vehicle/equipment fueling shall be protected. This shall include the installation of silt fencing between the project site and the adjacent drainage channel. The silt fencing shall prevent soil from washing off the project site into offsite waterways.

Potential fuel spills and leaks from construction vehicle/equipment fueling operations shall be prevented from entering the adjacent drainage channel. Designated fueling areas should be on a level grade and must be at least 50 feet from any waterway.

d. **Wildlife Movement.** The 2040 General Plan EIR states that wildlife movement corridors in Los Gatos are generally limited to the hillside areas in the southern and eastern sections of the planning area and the creeks in the planning area. Development under the 2040 General Plan is not planned in these areas. The 2040 General Plan EIR concludes that implementation of 2040 General Plan policies would promote the conservation of wildlife movement corridors, which consist primarily of waterways and adjacent riparian areas. Because development under the 2040 General Plan would not facilitate development in areas where wildlife movement are more likely to occur and because the 2040 General Plan policies reduce impacts to stream corridors and protect wildlife movement corridors and open space, impacts would be less than significant (p. 4.4-20).

The potential for wildlife movement through the project site was evaluated by the Biological Evaluation and during the June 2024 site visit. Wildlife movement corridors provide connectivity between habitat areas, enhancing processes like nutrient flow, gene flow, seasonal migration, pollination, and predator-prey relationships. Increasing connectivity is a critical strategy for addressing habitat loss and fragmentation, which are a top threat to biodiversity.

The project site is located outside of previously defined essential connectivity areas as mapped by the *California Essential Habitat Connectivity Project* (CDFW 2024c). The project site is not likely to facilitate major wildlife movement due to the lack of natural habitat linkages and the presence of existing barriers (e.g., roads, developed areas) around the parcel.

The proposed project would not result in new impacts beyond those evaluated in the 2040 General Plan; therefore, the project's potential impacts associated with interfering with wildlife movement was adequately addressed in the 2040 General Plan EIR.

e. **Local Biological Resource Policies/Ordinances.** The 2040 General Plan Environment and Sustainability Element outlines the following goals and policies for physical development throughout Los Gatos that apply to the project.

> Policy ENV-2.1. Tree Protection. Ensure tree removal and replacement during development is consistent with the latest in tree conservation standards to support the Town's Arbor Day Foundation status as a Tree City USA.
>
> Goal ENV-4 Protect, conserve, and enhance natural and urban habitat and ecosystems to sustain the biodiversity and natural resources of Los Gatos.
>
> Policy ENV-4.1 Ecosystem Protection. Protect and enhance public and private open space ecosystems in Los Gatos.
>
> Policy ENV-4.3 Habitat Management. Encourage management of private open space areas, agricultural land, and residential gardens as habitat that supports wildlife in a way that enhances that habitat, reinforces natural wildlife management, and is consistent with opens pace management plants.
>
> Goal ENV-5 Conserve and protect native plants and plant communities in Los Gatos and promote appropriate use of local, native plants in habitat restoration and landscaping.
>
> Policy ENV-5.1 Use Native Plants. Require all development to use native plants or other appropriate non-invasive plants that are indigenous to Los Gators and Santa Clara County to reduce maintenance and irrigation costs and the disturbance of adjacent natural habitats.
>
> Policy ENV-5.2. Special-Status Native Plant Species Protection. Require public and private projects to protect special-status native plant species.
>
> Policy ENV-5.3. Impacts on Special-Status Plants. Prohibit development that significantly depletes, damages, or alters existing special-status plants.
>
> Policy ENV-5.4. Prohibit Invasive Plant Species. Prohibit the use of invasive plant species listed by the California Invasive Plant Council (Cal-IPC) for all new construction.
>
> Goal ENV-7. Conserve and Protect Wildlife Populations.

> Policy ENV-7.1 Protecting Wildlife. Ensure that public and private projects shall not significantly deplete, damage, or alter existing wildlife habitat or populations.
>
> Policy ENV-7.2 Coordination with State and Federal Agencies. Coordinate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, and other appropriate agencies to protect wildlife species and habitats.
>
> Policy ENV-7.3. Habitat and Movement Corridors. Maintain wildlife habitat and movement corridors for native wildlife species, specific to Santa Clara County.
>
> Policy ENV-7.5. Nesting Sites. Conserve nesting sites in new development and within existing development unless a mitigation plan is approved.

The Town of Los Gatos has the following local ordinances that apply to this project.

Tree and Shrub Ordinances (Chapter 26)

Section 26.20.010. - Required for planting, removal, etc. (a)No person shall plant, move, remove or replace any tree in the public streets or public places within the Town, or cause the same to be done, until a permit, in writing, to do so shall have been first obtained from the Director. (b)No person shall place or permit any trees, shrubs or plants in boxes on any street or sidewalk without first having applied for and received a permit from the Director. The Director may issue a written permit upon such terms and conditions as the Director may provide, after having determined that such use will not constitute a public nuisance, which permit shall be revocable at the will of the Director.

Section 26.20.015. - Conditions on removal permits. As a condition to the issuance of any permit to remove any trees, the Director may require that the person to whom such permit to remove is granted either deposit per tree an amount established by the Council from time to time by resolution with the Director, who shall then plant approved trees in the place of those removed, subject to the control of the Director as provided in section 26.10.025. Whenever such trees have been removed in accordance with such conditional permit, it shall be a violation of this chapter for the holder of such permit to refuse or neglect to plant another tree if such conditional permit shall so specify.

Tree Removal Ordinances (Chapter 29, Article 1, Division 2 of the Municipal Code)

Section 29.10.0960. - Scope of protected trees. This division shall apply to every property owner and to every person, corporation, partnership, sole proprietorship or other entity responsible for removing, maintaining or protecting a tree. The trees protected by this division are:

1. All trees which have a twelve-inch or greater diameter (thirty-seven and one-half-inch circumference) of any trunk or in the case of multi-trunk

trees, a total of eighteen inches or greater diameter (fifty-six and one-half-inch circumference) of the sum of all trunks, where such trees are located on developed residential property.

2. All trees which have an eight-inch or greater diameter (twenty-five-inch circumference) of any trunk or in the case of multi-trunk trees, a total of eight inches or greater diameter (twenty-five-inch circumference) of the sum of all trunks, where such trees are located on developed Hillside residential property.
3. All trees of the following species which have an eight-inch or greater diameter (twenty-five-inch circumference) located on developed residential property.
    a. Blue Oak (*Quercus douglasii*);
    b. Black Oak (*Quercus kellogii*);
    c. California Buckeye (*Aesculus californica*); and
    d. Pacific Madrone (*Arbutus menziesii*).
4. All trees which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk, when removal relates to any review for which zoning approval or subdivision approval is required.
5. Any tree that existed at the time of a zoning approval or subdivision approval and was a specific subject of such approval or otherwise covered by subsection (6) of this section (e.g., landscape or site plans).
6. Any tree that was required by the Town to be planted or retained by the terms and conditions of a development application, building permit or subdivision approval in all zoning districts, tree removal permit or code enforcement action.
7. All trees, which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk and are located on property other than developed residential property.
8. All publicly owned trees growing on Town lands, public places or in a public right-of-way easement, which have a four-inch or greater diameter (twelve and one-half-inch circumference) of any trunk.
9. A protected tree shall also include a stand of trees, the nature of which makes each dependent upon the other for the survival of the stand.

    The following trees shall also be considered protected trees and shall be subject to the pruning permit requirements set forth in section 29.10.0982 and the public noticing procedures set forth in section 20.10.0994:

a. Heritage trees; and
b. Large protected trees.

Section 29.10.0965. – Prohibitions. Except as provided in section 29.10.0970, it shall be unlawful:

1. To remove or cause to be removed any protected tree in the Town without first obtaining a permit pursuant to this chapter.
2. To prune, trim, cut off, or perform any work, on a single occasion or cumulatively, over a three-year period, affecting twenty-five (25) percent or more of any protected tree without first obtaining a permit pursuant to this chapter.
3. To prune, trim, or cut any branch or root greater than four (4) inches in diameter (twelve and one-half (12.5) inches in circumference) of a Heritage tree or large protected tree without first obtaining a permit pursuant to this chapter.
4. To conduct severe pruning as defined in section 29.10.0955 without first obtaining a permit pursuant to this chapter.
5. For any person or business entity engaged in the business of removing trees or tree care to perform work requiring a permit under this division without first obtaining a permit under this division. The permit shall be posted on-site at all times during the removal or permitted pruning of a tree and must be made available upon request from the Chief of Police, Code Compliance Officer, Director of Parks and Public Works Department, or their designee. After a second violation, the Los Gatos business license of the violating person or entity shall be suspended for a period of one (1) year.

Section 29.10.0970. – Exceptions. The following trees are excepted from the provisions of this division and may be removed or severely pruned without Town approval or issuance of a tree removal permit:

1. A fruit or nut tree that is less than eighteen (18) inches in diameter (fifty-seven-inch circumference).
2. Any of the following trees that are less than twenty-four (24) inches in diameter (seventy-five (75) inches in circumference):
    a. Black Acacia (Acacia melanoxylon)
    b. Tulip Tree (*Liriodendron tulipifera*)
    c. Tree of Heaven (*Ailanthus altissima*)
    d. Blue Gum Eucalyptus (*E. globulus*)
    e. Red Gum Eucalyptus (*E. camaldulensis*)
    f. Other Eucalyptus (*E.* spp.)-Hillsides only
    g. Palm (except *Phoenix canariensis*)
    h. Privet (*Ligustrum lucidum*)

Any removal or maintenance of a tree to conform with the implementation and maintenance of Defensible Space per Chapter 9 - Fire Prevention and Protection with the exception of any tree listed in subcategories (3) and (10) of Section 29.10.0960 - Scope of Protected Trees.

Section 29.10.0980. - Applications for a tree removal or severe pruning permit. Applications for a protected tree removal or severe pruning permit for trees on private property shall be available from and filed with the Town as indicated on the application. Application submittals for the removal of trees on public property (street trees) are provided for in section 26.10.060 of the Town Code. Applications for tree removal or severe pruning on private property may be granted, denied or granted with conditions. Application submittals for removal or severe pruning of trees on private property shall include the following minimum information for staff review:

1. A completed tree removal application form, signed by the property owner.
2. A written explanation of why each tree(s) should be removed or pruned and how it meets the Town's Standards of Review.
3. Photograph(s) of the tree(s).
4. If required by the Director, a certified or consulting arborist's written assessment of the tree's disposition shall be provided for review by the Town. The report shall be signed by the arborist and include tree size (diameter, height, crown spread); location on the site; numbered on a site plan or arborists tree survey (if there is more than one (1) tree); condition of health; condition of structure; and if tree risk findings apply, a Tree Risk Assessment and Rating must be completed using the most recent version of the Tree Risk Assessment Best Management Practices or any successor document published by the International Society of Arboriculture. Other information, images, etc. may be included in the report.
5. If structural damage to a building, major landscape feature, or appurtenance, including utilities is the basis for the request, a report from a licensed architect or engineer may also be required in addition to an arborist report. This additional report shall describe what modifications to buildings, structures, improvements or utilities would be required to mitigate the damage(s) directly caused by the tree.
6. Payment of permit fee, as established by Town resolution.

(Ord. No. 2240, § I(Exh. B), 6-2-15)

Section 29.10.0985. Determination and conditions of permit. The Director or the deciding body shall impose, except when removal is permitted if the tree is dead or a Tree Risk Rating of Extreme or High is present, as a condition on which a protected tree removal permit is granted that two or more replacement trees of a species and a size designated by the Director or designee, shall be planted in the following order of preference:

(1) Two (2) or more replacement trees, of a species and size designated by the Director, shall be planted on the subject private property. Table 1 The Tree Canopy—Replacement Standard, shall be used as a basis for this requirement. The person requesting the permit shall pay the cost of purchasing and planting the replacement trees.

Table 1 Tree Canopy – Replacement Standard

Canopy Size of Removed Tree	Replacement Requirements
10 feet or less	Two 24-inch box trees
More than 10 feet to 25 feet	Three 24-inch box trees
More than 25 feet to 40 feet	Four 24-inch box trees; or Two 36-inch box trees
More than 40 feet to 55 feet	Six 24-inch box trees; or Three 36-inch box trees
Greater than 55 feet	Ten 24-inch box trees; or Five 36-inch box trees

(2) If a tree or trees cannot be reasonably planted on the subject property, an in-lieu payment in an amount set forth by the Town Council by resolution shall be paid to the Town Tree Replacement Fund to:

a. Add or replace trees on public property in the vicinity of the subject property;

b. Add or replace trees or landscaping on other Town property; or

c. Support the Town's urban forestry management program.

(Ord. No. 2114, §§ I, II, 8-4-03)

Protected Trees. The Town has adopted ordinances which protect trees within the Town based on the location, diameter, and species of tree. The project proposes to remove approximately 263 trees within the parcel, some of which are Town protected trees, while preserving approximately 65 trees along the perimeter of the site and woodland area on eastern boundary (refer to Sheet L4-0 for the tree removal plan found in Appendix A). The project will plant an additional 148 trees along the edges and throughout the project site.

Table 2, Summary of Trees to be Removed, to Remain, and to be Planted presents the number of trees to be removed, to remain, and to be planted on and around the project site.

Table 2 Summary of Trees to be Removed, to Remain, and to be Planted

Name	Quantity
Number of trees onsite[1]	330
Protected Trees (Town of Los Gatos)	251
Existing dead trees onsite[1]	4
Existing trees to be removed[2]	264
Existing trees to remain[2]	66
New trees to be planted	278
Coast live oak trees to remove[2]	70
Coast live oak trees to remain[2]	49
Total of trees to remain & proposed onsite	344

SOURCE: Van Dorn ABED Landscape Architects, INC.

NOTE: EMC estimate based on Van Dorn ABED.

Impacts to protected trees are considered significant adverse environmental impacts. A tree removal permit and coordination with the Town of Los Gatos will be required in order to proceed with tree removal within the site and of street trees around the site.

The 2040 General Plan EIR states that adherence to the Town Code and 2040 General Plan policies, such as Policy ENV-2.1 described previously, would ensure less than significant impacts regarding conflicting with any local policies or ordinances protecting biological resources. Therefore, 2040 General Plan Policy ENV-2.1 and the Town Code are implemented by the following condition of approval, which would ensure that impacts associated with tree removal are less than significant.

Condition of Approval

Per Town Code Section 26.20.010 and Chapter 29, Article 1, Division 2, the developer shall obtain a tree removal permit prior to the removal of protected trees on private or Town property. The project developer shall abide by any tree replacement ratios and/or in-lieu payments, tree protection measures, and best management practices required by the tree removal permit and/or within an updated arborist report. (Appendix D)

f. **Critical Habitat, Habitat Conservation Plans, Natural Community Conservation Plans.** The General Plan EIR states that the Town is not subject to the Santa Clara Valley Habitat Plan/Natural Community Conservation Plan and there are no other plans applicable to the planning area. Therefore, the 2040 General Plan EIR concludes there would be no impact associated with conflicting with the provisions of an adopted habitat conservation plan, natural conservation plan, or other approval local, regional, or state habitat conservation plan.

As stated above, there are no critical habitat boundaries, habitat conservation plans, natural community conservation plans, or other approved local, regional, or state habitat conservation plans applicable to the proposed project site (CDFW 2024d, USFWS 2024a). Critical habitat for the marbled murrelet is located 6.6 miles west of the project site (USFWS 2024c). However, suitable marbled murrelet habitat is not present at the project site and dispersal of marbled murrelet to the project parcel is unlikely. Bay checkerspot butterfly and California tiger salamander critical habitat is located over eight miles east of the project site. Suitable habitat for these species is also not present within or around the project parcel.

The project would not result in new impacts than what was evaluated in the 2040 General Plan EIR; therefore, this issue was adequately addressed by the 2040 General Plan EIR.

5. CULTURAL RESOURCES

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Cause a substantial adverse change in the significance of a *historical resource* pursuant to section 15064.5?	☒	☐	☐	☐
b.	Cause a substantial adverse change in the significance of a *unique archaeological resource* pursuant to section 15064.5?	☒	☐	☐	☐
c.	Disturb any human remains, including those interred outside of dedicated cemeteries?	☒	☐	☐	☐

Comments:

a/b. According to the 2040 General Plan EIR (Section 4.5, Cultural and Tribal Cultural Resources), effects on cultural resources are only knowable once a specific project has been proposed because the effects are dependent on the individual project site conditions, project activities that may alter the character of an environment's resources, and/or the characteristics of the proposed ground-disturbing activity (p. 4.5-10). Ground-disturbing activities associated with development have the potential to damage or destroy previously unknown historic or prehistoric archaeological resources that may be present on or below the ground surface. The 2040 General Plan EIR determined that in addition to compliance with applicable 2040 General Plan policies, future development would be required to complete a Phase I Cultural Resources Inventory of the site, as required by the 2040 General Plan EIR Mitigation Measure CR-1. Implementation of this mitigation measure would reduce impacts to historical and unique archaeological resources to a less-than-significant level (Town of Los Gatos 2021, p. 4.5-12).

Historic Structures. The Northwest Information Center (NWIC) was contacted to determine if there were any known cultural resources within the project vicinity. The NWIC returned with reply letter 23-0118 indicating that while no resources have been recorded, but two resources were found within the 0.25 of a mile of the project:

- P-43-001234 which is Los Gatos High School which was recommended for listing on the National Register of Historic Places; and
- P-43-001265 is a one-story residence that was previously recommended ineligible for listing in the National Register of Historic Places and California Register of Historical Resources.

The results of the archival search states that two historic structural resources are located in the project vicinity (P-43-001234 and P-43-001265). However, these resources would not be impacted from implementation of the proposed project because they are located off-site. The high school is adjacent to the southern border of the project site. The residence is 0.20 of a mile southwest of the project site.

A historic resource evaluation was prepared by Urban Programmers in September 2024 and was peer-reviewed by JRP Historic Consulting LLC in August 2024. The evaluation (Appendix E) concluded that the Los Gatos Lodge does not meet the criteria of the National Register of Historic Places nor the California Register of Historical Resources and is not a historic resource under the definition in CEQA. The Los Gatos Lodge was determined to be of generic architecture in a pleasant setting and it is unlikely that important information from pre-history exists on the site.

Archaeological Resources. An archaeological pedestrian survey of the project area was completed on September 14, 2007 by Lisa Holm PhD (Pacific Legacy). Ms. Holm surveyed every three to five meters of all areas of the project site not covered by structures to identify surface traces of historic or prehistoric materials in the project area.

The archaeological pedestrian survey results were negative. There was no surface evidence of cultural resources such as ground stone, shell, or lithics. There was no surface evidence of historic or unique archaeological resources.

However, unknown buried prehistoric, historic or unique archaeological resources could be present at the site. While unlikely, the project has the potential to uncover or disturb unknown cultural resources, causing a substantial change in the significance of the resource. This would be considered a significant impact. The proposed project would be required to adhere to 2040 General Plan Policy ENV-12.1, which requires that archaeological and/or cultural resources are evaluated early in the development review process through consultation and use of contemporary professional techniques, and Policy ENV-12.5, which requires that if cultural resource, including archaeological or paleontological resources, are uncovered during ground-disturbing activities, construction will stop until appropriate mitigation is implemented. These policies are implemented through Conditions of Approval TCR-1 and TCR-2; Condition of Approval TCR-2 is recommended by the archaeological survey prepared by Pacific Legacy. Implementation of both conditions of approval is required by the project applicant in order to reduce impacts associated with buried archaeological resources to a less-than-significant level. Refer to Section 18.0, Tribal Cultural Resources, for the conditions of approval.

The 2040 General Plan EIR adequately addressed the project's potential impacts on historic and archaeological resources.

c. The 2040 General Plan EIR (Section 4.5, Cultural and Tribal Cultural Resources) determined that although much of the Town of Los Gatos is built out, the potential still exists for these resources to be present. Excavation during construction activities in Los Gatos would have the potential to disturb these resources, including Native American

burials. The 2040 General Plan EIR found that human burials, in addition to potentially being associated with archaeological resources, have specific provisions for treatment in Section 5097 of the California Public Resources Code. The California Health and Safety Code (Sections 7050.5, 7051, and 7054) has specific provisions for the protection of human burial remains. Existing regulations address the illegality of interfering with human burial remains, and protects them from disturbance, vandalism, or destruction, and establishes procedures to be implemented if Native American skeletal remains are discovered. Public Resources Code §5097.98 also addresses the disposition of Native American burials, protects such remains, and established the NAHC to resolve any related disputes.

The 2040 General Plan requires compliance with existing regulations relating to the treatment of human remains in Goal ENV-12, specifically policies ENV-12.4 and ENV-12.6. Implementation of this these policies would help ensure that development would have a less than significant impact from potential disturbance of human remains, including those interred outside of formal cemeteries (Town of Los Gatos 2021, p. 4.5-13).

Conditions of approval should be applied to require the project to comply with existing regulations relating to the treatment of human remains and with 2040 General Plan Goal ENV-12, ENV-Policy 12.4, and Policy ENV-12.6, which would ensure impacts are less than significant. The 2040 General Plan EIR adequately addressed the project's potential impacts on historic and archaeological resources.

See also Section 18, Tribal Cultural Resources.

6. ENERGY

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☒	☐	☐	☐
b.	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☒	☐	☐	☐

Comments:

a. As stated in the 2040 General Plan EIR (Section 4.6, Energy), population growth and development associated with buildout of the 2040 General Plan would result in an overall increase in energy consumption. This rise in energy demand would primarily stem from transportation fuel consumption resulting from new vehicle trips traveling to and from development areas, alongside higher natural gas and electricity usage during daily operations. To address the additional energy demand, the 2040 General Plan included various land use strategies, policies, and implementation programs that promote energy conservation and energy efficiency. These initiatives focus on optimizing land use, enhancing public transportation options, promoting energy-efficient building practices, and encouraging renewable energy sources. The 2040 General Plan included a multitude of policies across multi-disciplinary topics that directly and indirectly address building energy conservation and efficiency and reducing mobile source transportation fuel demand through land use, transportation planning, and individual project design measures. The 2040 General Plan EIR concludes that with implementation of associated policies, energy impacts of development under the 2040 General Plan would be less than significant.

The proposed project is consistent with the 2040 General Plan. Conditions of approval should be applied to ensure that the project is consistent with the below 2040 General Plan policies that address project-specific measures to reduce building- and transportation-source energy demand.

- Policy PFS-6.1. Energy Conservation in Development. Encourage the use of energy conservation techniques and technology in existing and proposed developments to improve energy conservation;
- Policy PFS-6.2. Renewable Energy Sources. Encourage the use of renewable energy sources and alternative fuels;

- Policy PFS-6.4. Passive Solar Heating and Cooling. Require new subdivisions to examine the feasibility of incorporating site layouts that allow for passive solar and heating and cooling;
- Policy PFS-6.5. Solar Orientation. Require new development to incorporate measures that reduce energy use through solar orientation by taking advantage of shade, prevailing winds, landscaping and sun screens;
- Policy PFS-7.1. Sustainable Practices in Design and Construction. Require new construction and remodels to use energy- and resource-efficient and ecologically sound designs, technologies, and building materials, as well as recycled materials to promote sustainability;
- Policy PFS-7.2. Energy Efficiency Requirement. Require higher levels of energy efficiency as house size increase. Policy PFS-7.3. Reduce Use of Nonrenewable Resources. Encourage reductions in the use of nonrenewable resources in building construction, maintenance, and operations;
- Policy PFS-7.4. Green Roofs and Community Gardens. Encourage new multi-family construction to include green roofs and common space for community gardens; and
- Policy PFS-7.10. LEED Certification and Alternative Methods. Encourage new construction, including municipal building construction, to achieve third-party green building certification, such as the GreenPoint Rated program, LEED rating system, Living Building Challenge, or an equivalent.

Compliance with these conditions of approval will ensure that energy impacts of the project will have been adequately evaluated in the 2040 General Plan EIR.

b. A multitude of state regulations and legislative acts are aimed at improving vehicle fuel efficiency, energy efficiency, and enhancing energy conservation. A number of these are referenced in the 2040 General Plan EIR. Fundamental examples include the California Building Code, which includes the CALGreen Code (Title 24, Part 11) and the State Building Energy Efficiency Standards (Title 24, Part 6). All new development in the Town must be consistent with these regulations, which are enforced by the Town through the building permit process. The 2040 General Plan does not contain energy plans for energy efficiency or renewable energy that are independent of the noted state regulations. Because the proposed project is consistent with the 2040 General Plan, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Therefore, the 2040 General Plan EIR has adequately evaluated the project's potential conflicts with state for energy efficiency.

7. GEOLOGY AND SOILS

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	(1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☒	☐	☐	☐
	(2) Strong seismic ground shaking?	☒	☐	☐	☐
	(3) Seismic-related ground failure, including liquefaction?	☒	☐	☐	☐
	(4) Landslides?	☒	☐	☐	☐
b.	Result in substantial soil erosion or the loss of topsoil?	☒	☐	☐	☐
c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☒	☐	☐	☐
d.	Be located on expansive soil, creating substantial direct or indirect risks to life or property?	☒	☐	☐	☐
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☒	☐	☐	☐
f.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☒	☐	☐	☐

Comments:

According to the 2040 General Plan, the project is within a geologic hazard zone, as discussed below. The 2040 General Plan EIR determined that in addition to compliance with the mandatory California Building Code requirements, implementation of 2040 General Plan goals

and policies would further reduce the potential for loss, injury, or death following a seismic event (Town of Los Gatos 2021, p 4.7-20). The following 2040 General Plan policies requiring preparation of a geotechnical report and implementation of seismic design features would be applicable to the project and may be imposed as conditions of approval.

> HAZ-4.1 Geologic Hazard Zone Development. Require new development to be sited away from high risk geologic and seismic hazard zones or, if located in a high-risk zone, incorporate construction techniques or specialized technologies to reduce risk. Restrict new development and redevelopment based on the levels of risk and potential severity of geologic hazards.
>
> HAZ-4.2 Geotechnical Report – Seismic Hazards. Require a geotechnical report by a licensed engineering geologist and/or geotechnical engineer for new developments proposed in hazard zones mapped by the State or identified by the Town, as shown in Figures 9-2 through 9-5 of this Hazards and Safety Element. The report shall identify all site geologic, seismic, and geotechnical engineering conditions and potential hazards and include appropriate design measures to mitigate potential fault ground rupture/deformation impacts to acceptable levels.
>
> HAZ-4.3 Geotechnical Report – Grading. Require a geotechnical report by a licensed engineering geologist and/or geotechnical engineer for new developments proposed with significant grading, potential erosion, and sedimentation hazards.
>
> HAZ-4.4 Geotechnical Report – Construction Methods. Require a geotechnical report by a qualified engineering geologist and/or geotechnical engineer for new developments proposed in areas with identified geologic hazards. The report shall specify construction methods to protect existing and future residences, from identified hazards
>
> HAZ-4.8 Geologic Hazards Checklist. Require that a licensed geologic/geotechnical engineer complete the Town Geologic Hazards Checklist for all new proposed development to demonstrate that potential hazards have been identified and that proposed structures, including grading cuts and fills, will be designed to resist potential earthquake effects.

Consistent with the above 2040 General Plan policies, the *50 Los-Gatos Saratoga Road, California Preliminary Geotechnical Exploration* ("geotechnical report") was prepared for the proposed project by ENGEO Incorporated in February 2024. The geotechnical report was peer reviewed by the Town's Geotechnical consultant, Cotton, Shires and Associates, Inc. on April 1, 2024. The geotechnical report contains engineering and design recommendations that would be incorporated as conditions of project approval. The full geotechnical report, as well as the peer review report, can be found in Appendix F.

a. **Fault Rupture**. The 2040 General Plan EIR states that fault rupture is unlikely to affect new or existing structures in the Town because the only Alquist-Priolo Earthquake Fault Zone is located east of the Town's western limits (p. 4.7-19).

According to the California Department of Conservation's Earthquake Zones of Required Investigation, the project site is not located within an Alquist-Priolo Earthquake Fault Zone (California Department of Conservation 2024). The geotechnical report noted a trace of the Shannon fault across the site. However, it was concluded that this trace was not active (ENGEO Incorporated 2024, p. 4).

The project would not result in new impacts and, therefore, the 2040 General Plan EIR adequately addressed this issue.

Seismic Ground-Shaking. The Town of Los Gatos is within a seismically active region and earthquakes have the potential to cause ground-shaking of significant magnitude. Los Gatos is subject to particularly strong ground-shaking effects because it is within the "near source" zone of both the San Andreas and Monte Vista Faults (Town of Los Gatos 2021, p. 4.7-10). The General Plan EIR found that the 2040 General Plan would encourage infill development, which would in many cases replace older structures subject to seismic damage with newer structures built to current seismic standards that could better withstand the adverse effects of strong ground-shaking. The 2040 General Plan EIR determined that implementation of the 2040 General Plan policies as well as mandatory compliance with the California Building Code, which would ensure that the structures are designed to resist or absorb damaging forces from strong ground-shaking, would reduce the potential for loss, injury, or death following a seismic event.

The proposed project is located within an area of generally high intensity for ground-shaking according to the 2040 General Plan, Figure 9-4. However, the project is a redevelopment project and would be replacing older buildings with newer structures built to current seismic standards, which may reduce the risks associated with strong seismic shaking. Additionally, through conditions of approval, the project would be required to implement applicable 2040 General Plan polices including HAZ-4.1, which requires new development to be sited away from high risk geologic and seismic hazard zones or to incorporate construction techniques or specialized technologies to reduce risk. The project would also be required to implement the recommendations of the geotechnical report as conditions of project approval, as well as the provisions of the California Building Code, which would ensure that the buildings were designed to resist damaging forces from ground shaking.

The proposed project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR; therefore, the 2040 General Plan EIR adequately addressed the project's potential impacts associated with seismic ground-shaking.

Liquefaction. The 2040 General Plan EIR determined that development under the 2040 General Plan would result in additional residential and nonresidential development within the Town of Los Gatos that could be exposed to liquefaction during a seismic event. The

2040 General Plan EIR found that implementation of the 2040 General Plan goals and policies would require a detailed review of design and construction plans and incorporation of additional structural safety features that would be required on a project-by-project basis, as necessary, for structures that would be located in high-risk liquefaction areas of Los Gatos. The 2040 General Plan EIR concluded that implementation of these goals and policies, in addition to compliance with California Building code seismic standards, would minimize the potential for loss, injury, or death following a seismic event and would reduce this potential impact to a less than significant level.

According to the geotechnical report prepared for the proposed project, the Seismic Hazard Zones Map for the Los Gatos Quadrangle shows that the western and central portions of the site are located within a liquefaction hazard zone (ENGEO Incorporated 2024, p. 9). The project involves redevelopment of the site and would be replacing older buildings with newer structures built to current seismic standards. The project would be required to adhere to the 2040 General Plan Policies identified at the beginning of this section of the initial study. The project would also be required to adhere to recommended engineering design and construction measures of the geotechnical report and California Building Code to ensure that the foundations and other structural support features would resist or absorb damaging forces from liquefaction. Implementation of the 2040 General Plan policies, compliance with the California Building Code, as well as the recommendations from the geotechnical report would reduce the project's potential to directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving liquefaction. The proposed project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR. Therefore, potential impacts associated with liquefaction were adequately addressed in the 2040 General Plan EIR.

Landslides. The 2040 General Plan EIR states that there is a potential for landslides throughout the southern and eastern portions of the Town extending as far north as Blossom Hill Road. There is also a potential for landslides along the steep banks of drainages and street graded slopes associated with excavations. Landslide potential is minimal in the gently sloping west central and northernmost portions of the Town (p. 4.7-19). The 2040 General Plan EIR concludes that with implementation of the 2040 General Plan goals and policies that require more detailed review of design and construction plans, risks associated with landslides would be less than significant (p. 4.7-21).

The project site is not located within a Landslide Zone (California Department of Conservation 2024). As stated above, landslide potential is minimal in the northernmost portions and the gently sloping west central portions of Los Gatos, such as the project site. The project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR. The 2040 General Plan EIR adequately addressed impacts associated with landslides.

b. The 2040 General Plan EIR concludes that adherence to the National Pollutant Discharge Elimination System (NPDES) permitting requirements, inclusive of the requirements of the stormwater pollution prevention plan, as well as compliance with the Town Code and applicable 2040 General Plan goals and policies would minimize the potential for erosion and loss of topsoil during construction of projects within the Town of Los Gatos and indicates that impacts would be less than significant (p. 4.7-22 and 23).

The proposed project would involve ground-disturbing construction activities that may result in loose or disturbed soils, which can increase the potential for erosion and loss of topsoil. The project would involve construction activities that disturb one or more acres of land and, therefore, is subject to the NPDES General Permit for Storm Water Discharges Associated with Construction and Lan Disturbance Activities (Order No. 2012-0006-DWQ) ("General Permit"). As required under the General Permit, the project will develop a stormwater pollution prevention plan and submit to the Town for review and approval. The stormwater pollution prevention plan will illustrate the project's use of erosion and sediment control best management practices. The project is also required to adhere to Town Code Chapter 12, Grading, Erosion, and Sediment Control, which provides regulatory standards to ensure grading, erosion, and sediment associated with development are minimized. The following 2040 General Plan policies are also applicable to the project:

> ENV-15.1 Erosion Control Plans - Require all new developments in areas subject to soil erosion and slippage to provide an effective erosion control plan to minimize soil erosion. The erosion control plans shall be implemented prior to construction operations and maintained throughout the construction process.
>
> ENV-15.2 Minimize Grading - Require grading permits to ensure that the grading of slopes and sites proposed for development will be minimized.
>
> ENV-16.7 Parking Lot Drainage - Implement bioswales and other innovations so runoff from parking lots drain into landscaped areas and rainwater percolates into the ground.

Implementation of the abovementioned 2040 General Plan policies as well as compliance with the Town Code will minimize the potential for erosion and loss of topsoil during construction of the proposed project. With the implementation of these policies as conditions of approval, the proposed project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR; therefore, the 2040 General Plan EIR has adequately addressed the project's potential impacts associated with erosion and loss of topsoil.

c. The 2040 General Plan EIR concludes that implementation of applicable general plan goals and policies as well as compliance with the California Building Code's engineering design and construction measures would help to resist the adverse effects of unstable

geologic units. The 2040 General Plan EIR concludes that impacts from project that is located on a geologic unit or soil that is unstable or that would become unstable as a result of the project are less than significant (p. 4.7-21).

As indicated previously, the project is located on a site that is susceptible to liquefaction. Structures constructed on soils which are prone to liquefaction are subject to damage and possible collapse as a result of settlement and lateral spreading due to liquefaction (Town of Los Gatos 2021). Therefore, the project may be located on a site with unstable soils, or soils that may become unstable with implementation of the proposed project. The project would be required to comply with the California Building Code and recommendations of the geotechnical report including engineered fill, post-tensioned mat foundations, and pavement design to reduce the potential for impacts (Engeo Incorporated 2024, p. 11-14). The proposed project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR; therefore, the 2040 General Plan EIR has adequately addressed impact associated with soil instability.

d. According to the 2040 General Plan EIR, the clay minerals within the soil of Los Gatos are prone to expansion and have moderate to high shrink-swell potential (p. 4.7-5). Soils with these characteristics can damage foundations and pavement unless recognized and properly handled through the appropriate design measures. The 2040 General Plan EIR concluded that compliance with the 2040 General Plan policies and requirements of the California Building Code would reduce impacts related to expansive soils to a less-than-significant level (p. 4.7-23).

The geotechnical report determined that the on-site soils have moderate expansion potential (ENGEO Incorporated 2024, p. 7). The project would be required to implement the recommendations within the geotechnical report including engineered fill, structural reinforcement of foundations, and pavement design to address impacts associated with expansive soils. The project would be required to comply with applicable 2040 General Plan policies including those listed at the beginning of this section of the initial study. Compliance with the 2040 General Plan policies, the California Building Code, and the recommendations contained within the geotechnical report would reduce the potential for impacts associated with soil expansion. The proposed project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR.

e. The 2040 General Plan EIR concludes that new development would occur where existing roads, water, and sewer systems are in place, minimizing the need to develop new wastewater disposal systems and no significant impacts would occur (p. 4.7-24).

The proposed project would connect into the Town of Los Gatos's existing wastewater collection system and, therefore, would not require soils that support the use of septic tanks. The proposed project would not result in new impacts than those evaluated in the 2040 General Plan EIR.

f. According to the 2040 General Plan EIR, the Pleistocene sedimentary deposits in Los Gatos have a high potential to yield paleontological resources (p. 4.7-25). The 2040 General Plan EIR concluded that compliance with 2040 General Plan Policy ENV-12.5, which requires that if cultural resources, including archaeological or paleontological resources, are uncovered during grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented, would ensure that construction impacts related to paleontological resources and unique geologic features would be less than significant. The 2040 General Plan EIR also concluded that implementation of 2040 General Plan EIR Mitigation Measure GEO-1, which requires the preparation of paleontological resource studies for projects that involve ground disturbance in project areas mapped as high paleontological sensitivity, would ensure less than significant impacts (p. 4.7-25).

The proposed project is a redevelopment project on previously disturbed soils. However, because the project involves grading and excavation activities, it has the potential to uncover or accidentally destroy unique paleontological resources. Therefore, conditions of approval should require implementation of 2040 General Plan EIR Mitigation Measure GEO-1 and compliance with 2040 General Plan Policy ENV-12.5 to ensure that potential project impacts associated with paleontological resources and unique geologic features would be less than significant. The project would not result in any impacts beyond those already evaluated in the 2040 General Plan EIR.

Condition of Approval

GEO-1 In the event that paleontological resources are accidentally discovered during construction activities, construction activities in the area shall be suspended until a qualified paleontologist can be retained by the developer to examine the site, and protective measures can be implemented to protect the resource.

8. GREENHOUSE GAS EMISSIONS

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☒	☐	☐	☐
b.	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☒	☐	☐	☐

Comments:

a. The proposed project will generate greenhouse gas (GHG) emissions primarily from transportation, energy, water and wastewater, and solid waste disposal sources. These emissions will contribute to the overall accumulation of GHG emissions in the atmosphere.

The 2020 General Plan EIR utilized various models to assist with evaluating GHG emissions and used the air district's CEQA Guidelines to assess the significance of plan-level GHG impacts. The General Plan EIR concluded that implementation of the 2020 General Plan would result in the threshold of significance being exceeded and that the impact would be significant and unavoidable (Town of Los Gatos 2010, p. 4.6-56).

Individual projects must be consistent with applicable General Plan policies, including energy- and transportation-related policies that would reduce GHG emissions from individual land use projects. Transportation is typically the dominant source of GHG emissions in the emissions inventory of land use projects. These policies include:

> MOB-1.1. Require all development and redevelopment proposals with more than 10 housing units or over 5,000 square feet of non-residential square footage to include a detailed, sustainable, and measurable Transportation Demand Management (TDM) program with accountability requirements to ensure the TDM measures are achieved.
>
> MOB-1.3. Development near transit stops shall provide TDM programs or facilities that encourage transit use for all types of trips.

> ENV-8.4. Require installation of electric vehicle charging stations as a ratio of total required parking for new and redeveloped commercial, multi-family, residential subdivision, and condominium projects.

The proposed project is consistent with the land use designation and development density for the site that was evaluated in the 2020 General Plan EIR. The 2020 General Plan EIR, therefore, accounts for the project contribution to the significant and unavoidable GHG impact from implementing the 2020 General Plan Land Use Element. The GHG impacts of the project have been adequately evaluated in the 2040 General Plan EIR. Conditions of approval requiring consistency of the project with applicable 2040 General Plan policies will lessen its contribution to the impact. The proposed project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

b. The 2040 General Plan EIR evaluated the 2040 General Plan for consistency against the 2017 Scoping Plan, a plan prepared by the California Air Resources Board to identify the state's roadmap of actions to reduce GHG emissions to meet the state's GHG reduction goals. The 2017 Scoping Plan was considered to be the applicable plan for reducing GHG emissions. The 2040 General Plan EIR concluded that implementation of the 2040 General Plan would conflict with the 2017 Scoping Plan. The impact was determined to be significant and unavoidable.

As noted in checklist question "a" above, the proposed project would contribute to the significant and unavoidable 2040 General Plan GHG impact. Consequently, it would also contribute to the significant and unavoidable impact from conflict with the 2017 Scoping Plan. The impact of the project regarding conflict with the applicable plan for reducing GHG emissions has been adequately evaluated in the 2040 General Plan EIR. The proposed project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

9. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☒	☐	☐	☒
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☒	☐	☐	☐
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☒	☐	☐	☐
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, create a significant hazard to the public or the environment?	☒	☐	☐	☒
e.	For a project located within an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or a public-use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☒	☐	☐	☒
g.	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☒	☐	☐	☒

Comments:

a. The proposed multifamily housing development would not result in new uses that would be expected to regularly use, transport or dispose hazardous materials and, therefore, the project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

b. The 2040 General Plan EIR determined that infill development throughout the Town of Los Gatos, could require the demolition of existing uses to facilitate future development

and if such buildings identified for demolition were constructed prior to the 1970s, lead and asbestos could be present and released into the environment during demolition activities. California Code of Regulations Section 1532.1 requires testing, monitoring, containment, and disposal of lead-based materials such that exposure levels do not exceed California Department of Industrial Relations, Division of Occupational Safety and Health Administration standards. The control of asbestos during demolition or renovation of buildings is regulated under the Federal Clean Air Act. Compliance with the mandatory requirements of California Code of Regulations and the Federal Clean Air Act would reduce the potential hazards and risks associated with release of lead and asbestos. The 2040 General Plan EIR concluded that the required oversight by the appropriate agencies would ensure that impacts related to the potential accident conditions involving the release of hazardous materials into the environment would be less than significant (Town of Los Gatos 2021, p. 4.9-19).

The geotechnical report determined that there may be fragments of serpentinite material in a portion of the exposed pavement base rock. Serpentinite is known to contain the fibrous mineral chrysotile, which is considered an asbestos mineral. Asbestos is a group of silicate minerals that readily separate into thin, strong, and flexible fibers that can become airborne when it is agitated (ENGEO Incorporated 2024, p. 7-8). The geotechnical report recommends laboratory testing of the existing base rock be performed during the design-level study to assess the potential for asbestos-laden material; this is consistent with 2040 General Plan Policy HAZ-7.2, which requires that phase I site assessments are prepared for all development proposed on land that may be contaminated with hazardous materials or waste.

Development of the project would include demolition of the Los Gatos Lodge, which was developed prior to 1970. If asbestos material is discovered, the project will be required to adhere to the rules and regulations outlined in the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations established by the Bay Area Air Quality Management District under California Code of Regulations, Title 17, Section 93015.

The project would not result in any impacts beyond those already evaluated in the 2040 General Plan EIR.

c. The 2040 General Plan EIR concluded that hazardous materials and waste generated from future development would not pose a health risk to nearby schools because any uses that handle or store hazardous materials on-site would be required to comply with the provisions of the California Fire Code and the Santa Clara County Fire District CUPA requirements (p. 4.9-20).

The project site is located adjacent to the Los Gatos High School; however, the project proposes residential uses that do not handle nor emit hazardous or acutely hazardous materials, substances, or waste. Therefore, the proposed project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

d. The 2040 General Plan EIR states that existing sites in Los Gatos may contain hazardous land uses that were previously used as gas stations, dry cleaners, or industrial uses. None of these uses are relevant to the project site. Development facilitated by the 2040 General Plan on these sites could expose construction workers and future occupants of the site to hazardous materials. The 2040 General Plan EIR concludes that compliance with existing state and local regulations and applicable 2040 General Plan policies would reduce impacts to a less-than-significant level (p. 4.9-22).

The following lists were reviewed in relation to the project site:

- Hazardous Materials Waste and Substances Sites from the Department of Toxic Substances Control EnviroStor Database (Department of Toxic Substances Control 2024);
- Leaking Underground Storage Tank Sites from the State Water Board's GeoTracker Database (State Water Resources Board 2024);
- Solid Waste Disposal Sites Identified by Water Board with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit (California Environmental Protection Agency 2024a);
- "Active" Cease and Desist Order and Cleanup and Abatement Orders from Water Board (California Environmental Protection Agency 2024b); and
- List of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by the Department of Toxic Substances Control (California Environmental Protection Agency 2024c).

The project site is not located on any of these lists compiled pursuant to Government Code section 65962.5 and, as a result, the project would not create a significant hazard to the public or the environment. Therefore, the project would not result in new impacts beyond those already adequately addressed in the 2040 General Plan EIR.

e. According to the 2040 General Plan EIR, there are no public or private airports within or adjacent to Los Gatos and Los Gatos is entirely outside the area of influence for the airport. Therefore, the 2040 General Plan EIR concludes no impacts associated with airports or their influence areas (Town of Los Gatos 2021, p. 4.9-22).

The proposed project would not result in new impacts beyond what has already been adequately evaluated in the 2040 General Plan EIR.

f. The Town adopted an Emergency Operations Plan, which provides guidance on effective emergency response approaches and the Santa Clara County Office of Emergency Services developed an Operational Area Hazard Mitigation Plan, which details target programs for improving emergency preparedness and response. The 2040 General Plan EIR determined that development facilitated by the 2040 General Plan could lead to increased congestion during emergency evacuations. However, the 2040 General Plan includes policies that address emergency response as well as policies and programs outlined in the local emergency plans associated with emergency planning and response

that would ensure impacts related to implementation of adopted emergency response and evacuation plans would be less than significant (Town of Los Gatos 2021, p. 4.9-23).

The project is consistent with the growth projections and development type evaluated in the 2040 General Plan EIR. The 2040 General Plan EIR evaluated the site's residential development at a greater density than what is proposed by the project and concluded that implementation of the 2040 General Plan would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.

Therefore, the project would not result in new impacts that weren't already adequately addressed by the 2040 General Plan EIR.

g. The project would not result in new impacts than those addressed adequately in the 2040 General Plan EIR. Refer to Section 20.0, Wildfire, for more information associated with wildfire concerns at the site.

10. HYDROLOGY AND WATER QUALITY

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☒	☐	☐	☐
b.	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☒	☐	☐	☐
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
(1)	Result in substantial erosion or siltation on- or off-site;	☒	☐	☐	☐
(2)	Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☒	☐	☐	☐
(3)	Create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or	☒	☐	☐	☐
(4)	Impede or redirect flood flows?	☒	☐	☐	☐
d.	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☒	☐	☐	☐
e.	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☒	☐	☐	☐

Comments:

a. **Construction Water Quality**. The 2040 General Plan EIR found that development would result in an increase in pollutants in stormwater and wastewater and alter drainage patterns, but concluded that compliance with the National Pollutant Discharge Elimination System (NPDES) permit, the Town Code, and the 2040 General Plan goals and policies would minimize erosion and siltation and reduce the risk of discharge of

pollutants during construction. Therefore, violations of water quality standards or waste discharge requirements would be avoided and impacts would be less than significant.

Construction activity associated with the project would result in the alteration of existing drainage patterns and soil erosion due to earth-moving activities. This could result in sediment transport via stormwater runoff from the construction site and ultimately into collecting waterways contributing to the degradation of water quality.

The project would disturb more than one acre of soil and, therefore, would be subject to the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2012-0006-DWQ (construction general permit). The construction general permit requires the development of a stormwater pollution prevention plan that describes the site's erosion and sediment control measures and runoff water quality monitoring. Compliance with the construction general permit is reinforced through the Town Code (Chapter 22), the Town's Storm Drain Master Plan, and adherence to the San Francisco Bay Regional Water Quality Control Board's Basin Plan, whose water quality objectives are incorporated into individual NPDES permits (Town of Los Gatos 2021, p. 4.10-10). The Town is also required, as part of the construction general permit, to incorporate construction site storm water runoff control elements into a stormwater management program as a means to control polluted discharges.

Compliance with the abovementioned regulations and applicable 2040 General Plan policies such as ENV-16.1, which requires that all applicants demonstrate that new development will not contaminate surface water and/or groundwater, would reduce the risk of water degradation within the Town of Los Gatos from construction activities to a less-than-significant level (Town of Los Gatos 2021, p. 4.10-13). Applicable 2040 General Plan policies should be adopted as conditions of approval.

The 2040 General Plan EIR adequately addressed the project's potential impacts to water quality and potential violation of water quality and wastewater discharge requirements during construction activities.

Post-Construction Water Quality. The 2040 General Plan EIR determined that development would result in long-term alterations to drainage patterns in Los Gatos. If uncontrolled, operation of future development facilitated by the 2040 General Plan could result in the addition of sediment and silt, and contaminants such as oil, grease, metals, and landscaping chemicals (pesticides, herbicides, fertilizers, etc.) into the stormwater drainage system, and ultimately untreated discharge into San Francisco Bay and the Pacific Ocean. Such a discharge could be a potential violation of the NPDES General Permit for Storm Water Discharges, Order No. 2009-0009-DWQ (MS4 general permit). To ensure compliance with the permit requirements and conditions of the MS4 general permit, Town Code Chapter 22 outlines regulations regarding illicit discharge and stormwater management control in the Town's building regulations. Town Code Section 22.30.015 states that no person shall discharge or cause to be discharged into the storm drain system any materials that cause or contribute to violation of applicable water quality

standards, other than stormwater, to the maximum extent practicable. Town Code Section 22.30.035 requires implementation of best management practices during project construction or as measures for post-construction stormwater control, including maintenance to ensure proper operation. Compliance with these requirements would also minimize erosion and siltation that could adversely affect water quality in the Town. The 2040 General Plan EIR found that impacts would be less than significant.

The proposed development would result in the increase in impervious surfaces on the site, which could result in long-term alterations to the drainage pattern and result in sediment transport via stormwater runoff from the project site into collecting waterways, contributing to the degradation of water quality. Stormwater will be treated on-site as required to meet Town Code Chapter 22 requirements. Stormwater will be conveyed by gravity and pump to bioretention areas and other low impact development (LID) treatment measures before being discharged to existing public storm drains and swales that currently serve the site. Hydromodification measures will be used to detain project stormwater so that post-project flows are equal to or less than pre-project flows, which would minimize erosion and siltation that could adversely affect water quality within the Town of Los Gatos.

Conditions of approval should also be applied to require the project to comply with the following applicable 2040 General Plan policies:

> ENV-16.1 Avoid Water Contamination from New Development. Require all applicants to demonstrate that new development will not contaminate surface water and/or groundwater;
>
> ENV-16.7 Parking Lot Drainage. Implement bioswales and other innovations so runoff from parking lots drain into landscaped areas and rainwater percolates into the ground; and,
>
> ENV-17.8 Low-Impact Development. Encourage Low-Impact Development (LID) measures to limit the amount of impervious surface in new development and to increase the retention, treatment, and infiltration of urban stormwater runoff. LID measures should also apply to major remodeling projects and to public and recreation projects where possible.

Adherence to these policies, along with the regulations identified in Town Code Chapter 22, would ensure that the project does not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality post-construction. The project would not result in new impacts beyond those already adequately addressed in the 2040 General Plan EIR.

b. **Groundwater Supply.** The 2040 General Plan EIR states that the development associated with the 2040 General Plan would increase the demand for water from the Santa Clara Valley Subbasin. However, the growth evaluated in the 2040 General Plan EIR was considered in the *2015 Urban Water Management Plan*, which determined that the

future water demand in Los Gatos is projected to be met by the current water supply. Therefore, the 2040 General Plan EIR determined that projected growth evaluated in the 2040 General Plan EIR would not result in a depletion of groundwater supplies in the Santa Clara Valley Subbasin.

Since certification of the 2040 General Plan EIR and adoption of the 2040 General Plan, the San Jose Water Company updated and adopted its *2020 Urban Water Management Plan*. The *2020 Urban Water Management Plan* concluded that the San Jose Water Company anticipates adequate supplies to meet system demand, even during prolonged drought conditions, through 2045 (San Jose Water Company 2021, p. 7-11). The Santa Clara Subbasin has not been identified by the California Department of Water Resources as being in critical overdraft. San Jose Water Company also plans to continue following all state and federal drinking water requirements and will work with Santa Clara Valley Water District (Valley Water), the California Division of Drinking Water, other groundwater basin stakeholders, and the public to ensure that groundwater remains safe and a reliable source of supply (San Jose Water Company 2021, p. 6-5). Therefore, the conclusions of the 2040 General Plan EIR would not change based on the urban water management plan update.

The 2040 General Plan EIR evaluated the project site with a land use designation of "Mixed Use" which allows for 30-40 residential units per acre. This is also consistent with the 2020 General Plan land use designation of Mixed-Use Commercial. The project proposes approximately 18 units per acre, which falls below the growth projections analyzed in the 2040 General Plan EIR. Therefore, the project's potential impacts on the Santa Clara Valley Subbasin were adequately evaluated in the 2040 General Plan EIR.

Groundwater Recharge. The 2040 General Plan EIR concludes that the amount of new impervious surfaces from new development and redevelopment under the 2040 General Plan would be reduced through low impact development-related 2040 General Plan goals and policies and would not substantially interfere with groundwater recharge. Therefore, the 2040 General Plan EIR determined that the development under the 2040 General Plan would result in less than significant impacts related to groundwater recharge (Town of Los Gatos 2021, p. 4.10-14).

Conditions of approval should be imposed to require the project to comply with the 2040 General Plan goals and policies that would encourage groundwater infiltration and promote the use of recycled water and other conservation efforts. For example, Policy ENV-17.8 encourages low impact development measures to maintain or increase retention, treatment, and infiltration of runoff from pre-development conditions.

Development associated with the proposed project is consistent with the growth projections and development type evaluated in the 2040 General Plan EIR and, therefore, its impacts on the Santa Clara Valley Subbasin were adequately evaluated in the 2040 General Plan EIR. The project would not result in impacts beyond those adequately addressed in the 2040 General Plan EIR.

c. **Erosion**. Refer to Section 7.0, Geology and Soils, checklist question "b."

Flooding and Runoff. The 2040 General Plan EIR states that development in the Town could be subject to flood hazards and that compliance with applicable provisions of the Town Code would minimize the risk and exposure to flood hazards. Implementation of applicable 2040 General Plan goals and policies and compliance with the Town Code would ensure that the risk of loss, injury, or death involving flooding in the planning area is not exacerbated by development (p. 4.10-17).

As discussed in checklist question "a," the project will be required to comply with the requirements of the MS4 general permit and implement best management practices (per Town Code Chapter 22), including low impact development measures, which would reduce imperviousness, decrease surface water flows, and/or slow stormwater runoff rates. Compliance with the MS4 general permit and the Town Code would ensure impacts associated with on- or off-site flooding and runoff would be less than significant. The project would not result in new impacts beyond what was already adequately addressed in the General Plan EIR.

Flood flows. According to the 2040 General Plan EIR, most of Los Gatos is within the 500-year flood zone with a few portions, such as those areas west of State Route 17 and adjacent to creeks, in the 100-year flood zone. Development in these areas could be subject to flood hazard and/or could impede or redirect flood flows to adjacent areas. Development within these areas would be required to comply with applicable provisions of the Town Code, which would minimize the risk and exposure to flood hazards. Town Code Chapter 29, Article IX includes requirements and provisions for reducing losses from flooding and for construction in flood-prone areas. Compliance with applicable sections of the Town Code would ensure that new structures would not impede or redirect flows. The 2040 General Plan EIR concluded that compliance with applicable laws and regulations of the Town Code would reduce impacts associated with the risk of loss, injury or death involving flooding. Therefore, impacts would be less than significant (Town of Los Gatos 2021, p. 4.10-17).

The project site is located in the Federal Emergency Management Agency's (FEMA) Flood Zone X (500-year flood zone), which is a moderate flood hazard area and where there is a 0.2 percent annual chance of flood hazard (FEMA 2024). Town Code Chapter 29, Article IX – Floodplain Management, does not apply to the site because it is not located within a floodplain subject to a one percent or greater chance of flooding (i.e., Zones A, AO, A1-A30, AE, A99, or AH), which the Town calls "special flood hazard areas." Conditions of approval will be imposed to require the project to implement 2040 General Plan Policy HAZ-5.4, which requires major new development and redevelopment to provide mitigation to ensure that the cumulative rate of peak stormwater run-off is maintained at pre-development levels. Implementation of this policy would ensure that potential impacts associated with the project impeding or redirecting flood flows are reduced. The project would not result in new impacts beyond what was already addressed in the 2040 General Plan EIR.

d. The Town of Los Gatos is not located in a tsunami or seiche zone. As determined in the 2040 General Plan EIR (Section 4.10, Hydrology and Water Quality), there would be no impact related to flood flows or project inundation (Town of Los Gatos 2021, p. 4.10-18). Therefore, the proposed project would not risk release of pollutants due to tsunami or seiche inundation of Los Gatos.

As discussed above, the project site is located within Flood Zone X; therefore, the project will be required to implement the 2040 General Plan policies previously listed under checklist question "c" Flood Flows. This would reduce the project's potential to risk the release of pollutants due to project inundation. The project would not result in new impacts beyond what was already addressed in the 2040 General Plan EIR.

e. Refer to the discussion under checklist question "a." According to the 2040 General Plan EIR (Section 4.10, Hydrology and Water Quality), development under the 2040 General Plan would comply with the general permit, the Town's Storm Drain Master Plan, applicable 2040 General Plan policies, and adhere to the San Francisco Bay Regional Water Quality Control Board's Basin Plan. Therefore, the project would not conflict with or obstruct implementation of a water quality control plan.

The Sustainable Groundwater Management Act lists Valley Water as the exclusive groundwater management agency for Santa Clara County. The Sustainable Groundwater Management Act requires that groundwater management agencies prepare a groundwater sustainability plan or an alternative to achieve sustainability. Pursuant to the Sustainable Groundwater Management Act, Valley Water prepared its *2016 Groundwater Management Plan for the Santa Clara and Llagas Subbains* as an alternative. Since the certification of the 2040 General Plan EIR and adoption of the 2040 General Plan, the *2021 Groundwater Management Plan for the Santa Clara and Llagas Subbasins* ("groundwater management plan") was adopted by Valley Water. The projected demands in the Santa Clara and Llagas subbasins discussed in the groundwater management plan are based on data used to develop the Valley Water's *2020 Urban Water Management Plan.* Valley Water maintains diverse water supply sources to meet countywide demands, including local surface water and groundwater, imported water, and recycled water. Valley Water developed a Water Shortage Contingency Plan as part of its *2020 Urban Water Management Plan* to establish actions and procedures for managing water supplies and demands during water shortages due to droughts and other emergencies. As stated within the groundwater management plan, Valley Water will be able to meet countywide demands through 2045 under normal, a single dry, and five consecutive dry year conditions. If a five-year drought were to occur in the next five years, Valley Water would employ a range of response actions, including water conservation and calling for short-term water use reduction (Santa Clara Valley Water District 2021, p. 4-21).

As discussed under checklist question "b" above, the 2040 General Plan EIR reviewed applicable 2040 General Plan policies and goals encouraging groundwater infiltration, promoting the use of recycled water, and other water conservation efforts to reduce the potential for depletion of groundwater resources resulting in less than significant impacts

on the Santa Clara Subbasin. The project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, the project's consistency with the Sustainable Groundwater Management Act has already been adequately evaluated in the 2040 General Plan EIR.

Therefore, the 2040 General Plan EIR adequately addressed the project's potential to conflict with a sustainable groundwater management plan.

11. LAND USE AND PLANNING

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Physically divide an established community?	☐	☐	☐	☒
b.	Cause any significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☒	☐	☐	☐

Comments:

a. The project is an infill site and the proposed redevelopment of the existing lodge is consistent with the policies that promote growth through infill development, such as 2020 General Plan LU-1.4, which requires that infill projects 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. The project would not physically divide an established community and, therefore, would not result in new impacts that were not already adequately addressed in the 2020 General Plan EIR.

b. Section 4.11, Land Use and Planning, of the 2040 General Plan EIR identifies three regionally and locally adopted land use plans that apply to development under the General Plan: *Plan Bay Area 2040* (ABAG 2017), *Final 2017 Clean Air Plan* (Bay Area Air Quality Management District 2017), and *Los Gatos Sustainability Plan* (Town of Los Gatos 2012).

Plan Bay Area 2040 is a long-range land use and transportation plan for the San Francisco Bay Area region that promotes healthy and safe communities by reducing impacts from air pollution, protecting open space and agriculture, and increasing active transportation. The 2040 General Plan EIR provides a breakdown of the consistency between the 2040 General Plan and the Plan Bay Area 2040 goals in relation to climate protection, adequate housing, health and safe communities, open space and agricultural preservation, equitable access economic vitality, and transportation system effectiveness (refer to Table 4.11-4 of the 2040 General Plan EIR). As discussed in the 2040 General Plan EIR, the 2040 General Plan would be consistent with the goals contained in the *Plan Bay Area 2040* (Town of Los Gatos 2021, p. 4.11-18).

As discussed in Section 3.0, Air Quality, the project is consistent with the 2040 General Plan, which the 2040 General Plan EIR determined was consistent with the applicable *Clean Air Plan* through implementation of the applicable 2040 General Plan elements and policies.

The 2040 General Plan EIR provides a breakdown of the consistency between the sustainability measures associated with transportation, land use, energy, water, solid waste, and open space within the 2040 General Plan and the *Los Gatos Sustainability Plan* (refer to Table 4.6-5 of the 2040 General Plan). The 2040 General Plan EIR also discusses consistency with the California Green Building Standards Code and Title 24 of the California Energy Code. As discussed in Section 6.0, Energy, because the proposed project is consistent with the 2040 General Plan, the project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency; this includes the *Los Gatos Sustainability Plan* and the energy efficiency strategies contained therein as well as Title 24 of the California Energy Code.

Development of the project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, would also be consistent with all of the above-mentioned plans (i.e., *Plan Bay Area 2040, Clean Air Plan, Los Gatos Sustainability Plan*, the state's Title 24 of the Energy Code).

The 2040 General Plan EIR adequately addressed the project's potential to conflict with applicable land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental impact. The project would not result in new impacts beyond those already addressed in the 2040 General Plan EIR.

12. MINERAL RESOURCES

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Result in loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b.	Result in the loss of availability of a locally important mineral resource recovery site delineated in a local general plan, specific plan, or other land-use plan?	☐	☐	☐	☒

Comments:

a, b. As discussed in Section 4.18, Effects Found Not to be Significant of the 2040 General Plan EIR, no mining occurs within the Town of Los Gatos (Town of Los Gatos 2021, p. 4.18-1, 2).

The Lexington Quarry is in operation and produces construction aggregate, but is located over 1.5 miles southeast of the project site. Development of the project would not result in the loss of availability of a known mineral resource or locally important mineral resource recovery site.

13. NOISE

Would the project result in:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in applicable standards of other agencies?	☒	☐	☐	☐
b.	Generation of excessive ground-borne vibration or ground borne noise levels?	☒	☐	☐	☐
c.	For a project located within the vicinity of a private airstrip or an airport land-use plan or, where such a plan has not been adopted, within two miles of a public airport or public-use airport, expose people residing or working in the project area to excessive noise levels?	☒	☐	☐	☐

Comments:

Salter prepared a noise assessment for the proposed project, included in Appendix G of this initial study. This report was used to determine if new significant noise impacts will be produced by the project that were not adequately addressed in the 2040 General Plan EIR. The noise assessment was peer reviewed by Illingworth and Rodkin, which is also included in Appendix G.

a. **Temporary Noise Levels**. The 2040 General Plan EIR determined that the construction of individual projects facilitated by the 2040 General Plan would temporarily generate increased noise levels, potentially affecting nearby noise-sensitive land uses. Provisions in the Town Code and policies in the 2040 General Plan would limit noise disturbance. However, the 2040 General Plan EIR determined that Mitigation Measure N-1, which requires implementation of noise attenuation measures during construction activities for projects that have sensitive receptors within 25 feet, would be necessary to reduce potential construction noise impacts to a less-than-significant level (Town of Los Gatos 2021, 4.12-9-12).

Construction activities associated with the project would occur at various locations on the project site and could result in a short-term, significant increase in ambient noise levels. Existing sensitive receptors are also located approximately 50 feet from where construction activities are proposed; therefore, the project would be required to comply with Town Code Section 16.20.035, which identifies timing and noise level requirements for construction equipment. Through conditions of approval, the project would also be

required to implement the applicable 2040 General Plan policies and goals such as Policy ENV-18.2, which requires that all interior residential noise levels be 45 dB or less; Policy ENV-18.3, which requires that all exterior noise levels adhere to the compatibility criteria shown on the General Plan's Figure 8-6; and Policy ENV-18.4, which requires that appropriate site and building design, sound walls, minimum landscape buffers of five feet, and/or the use of noise attenuating construction techniques and materials be used in order to protect existing and proposed residential areas from noise, in order to reduce project construction noise and associated impacts. With imposition of these conditions, the project would not result in any new significant construction noise impacts that were not previously evaluated in the 2040 General Plan EIR.

Permanent Noise Levels. The 2040 General Plan EIR determined that development facilitated by the 2040 General Plan would introduce new on-site noise sources associated with residential land uses. The 2040 General Plan EIR concluded that continued regulation of on-site noise, consistent with the Town Code, and implementation of goals and policies of the 2040 General Plan would minimize disturbance to adjacent land uses. Impacts associated with a permanent increase in noise levels were determined to be less than significant (Town of Los Gatos 2021, p 4.12-12, 13).

The proposed project includes air-conditioning (AC) units located at-grade, adjacent to the proposed residences that could affect existing nearby sensitive receptors. The noise assessment determined that the noise generated by the AC units would be within the Town's maximum exterior noise levels. Therefore, the project would not result in any significant operational impacts that were not previously analyzed and adequately addressed in the 2040 General Plan EIR.

Traffic Noise Exposure. The 2040 General Plan EIR determined that development facilitated by the 2040 General Plan would result in over 27,000 new daily vehicle trips on area roadways, as well as increased vehicle miles traveled (VMT). However, the 2040 General Plan EIR determined that development under the 2040 General Plan would result in less than a ten percent increase in vehicle trips on area roadways as a whole. A 40 percent increase in trips equates to a noise increase of less than 1.2 decibels. A 3-dBA increase is considered noticeable. Therefore, this increase in traffic noise would not be perceptible and impacts were found be less than significant (Town of Los Gatos 2021, p. 4.12-14).

Development of the project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, was considered in the daily vehicle trip increase and resultant noise increase in the 2040 General Plan EIR. Additionally, the transportation analysis prepared for the project concluded that the project would result in a net increase of 88 trips in AM and PM hours. According to this data, the project would result in a net increase in overall traffic noise of one dB or less (Salter 2024, p. 8), which is not perceptible to the human ear. The project's contribution to existing and cumulative traffic noise exposure levels would be less than significant. The 2040 General Plan EIR adequately addressed the project's potential to generate substantial temporary or permanent increases in ambient noise levels.

b. The 2040 General Plan EIR determined that construction of individual projects facilitated by the 2040 General Plan could intermittently generate groundborne vibration on and adjacent to construction sites. The 2040 General Plan EIR concluded that vibration levels during daytime construction activity could potentially exceed Town thresholds at nearby sensitive uses and that the 2040 General Plan would have potentially significant impacts regarding vibration. However, it was determined that implementation of Mitigation Measure N-2, which requires measures as standard conditions of approval to minimize exposure to construction vibration, would reduce impacts to less than significant (Town of Los Gatos 2021, p. 4.12-17).

Development of the proposed project would result in the generation of vibration during construction activities. According to the noise assessment, the nearest and most sensitive adjacent receivers include a residence to the east, approximately 50 feet from the east project property line. Project construction may include activities such as the use of concrete saws, excavation and grading, and the use of rolling stock equipment (tracked vehicles, compactors, etc.). As indicated in the noise assessment, the limit related to risk of damage to nearby structures is 0.50 PPV. As shown in Table 6, Construction Equipment Reference Vibration Levels of the noise assessment, estimated vibration levels at the nearest adjacent structures meet the structural damage criteria and would not result in significant impacts related to vibration (Salter 2024, p. 11-12). The project would be required to implement 2040 General Plan EIR Mitigation Measure N-2, which would require standard conditions of approval to minimize exposure to construction vibration. The project would not result in new significant impacts that were not already evaluated in the 2040 General Plan EIR.

Condition of Approval

The following conditions shall be included in construction documents:

a. Avoid the use of vibratory rollers (i.e., compactors) within 50 feet of buildings that are susceptible to damage from vibration.

b. Schedule construction activities with the highest potential to produce vibration to hours with the least potential to affect nearby institutional, educational, and office uses that the Federal Transit Administration, identifies as sensitive to daytime vibration (FTA 2005).

c. Notify neighbors of scheduled construction activities that would generate vibration which would require standard conditions of approval to minimize exposure to construction vibration.

c. Refer back to Section 9.0, Hazards and Hazardous Materials, checklist question "e."

14. POPULATION AND HOUSING

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☒	☐	☐	☐
b.	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Comments:

a. The 2040 General Plan EIR concludes that a fundamental purpose of the 2040 General Plan is to direct future development to infill areas. Compliance with applicable 2040 General Plan policies would ensure that impacts are less than significant.

The project includes the redevelopment of an existing lodge with 155 multifamily residential units, which would result in the population increase of the Town of Los Gatos. However, this population increase was considered and evaluated in the 2040 General Plan EIR. The project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, would not result in substantial unplanned population growth in an area, either directly or indirectly. Therefore, the 2040 General Plan EIR adequately addressed the project's potential impacts associated with population growth.

b. The 2040 General Plan EIR concludes that the 2040 General Plan promotes infill development and preservation of existing neighborhoods and that the new future growth would not be in areas that would displace existing residents.

The proposed project includes demolition of an existing lodge that provides short-term lodging to be replaced with long-term multifamily housing. The proposed project would not displace people or housing. Therefore, the project would not result in new impacts beyond what has already been adequately addressed by the 2040 General Plan EIR.

15. PUBLIC SERVICES

Would the project result in substantial adverse physical impacts associated with the provision of or need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

	Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a. Fire protection?	☒	☐	☐	☐
b. Police protection?	☒	☐	☐	☐
c. Schools?	☒	☐	☐	☐
d. Parks?	☒	☐	☐	☐
e. Other public facilities?	☒	☐	☐	☐

Comments:

a-e. The 2040 General Plan EIR found that buildout of the 2040 General Plan would increase the demand for public services within the Town of Los Gatos and would result in the expansion or construction of new facilities. However, the 2040 General Plan EIR did not find significant impacts associated with new infrastructure related to fire protection, law enforcement, schools, parks, and other services at a community-level that could not be reduced to a less than significant level with implementation of 2040 General Plan policies such as, but not limited to: Policy PFS-19.4, which states that new development shall be accessible to emergency vehicles and shall not impede the ability of service providers to provide adequate emergency response, and Policy OSP-6.7, which indicates the Town's park standards of five acres of parkland per 1,000 population.

The proposed project is within the growth projections and is consistent with the development type considered and evaluated in the 2040 General Plan EIR. There would be no new substantial adverse physical impacts associated with the provision of or need for new or physically altered governmental facilities as a result of the project that were not adequately addressed in the 2040 General Plan EIR. Applicable 2040 General Plan policies will be applied to the project as conditions of approval.

16. RECREATION

		NEW IMPACTS?			
		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☒	☐	☐	☐
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☒	☐	☐	☐

Comments:

a-b. The 2040 General Plan EIR found that there would not be significant environmental effects associated with the physical deterioration of public parks and recreational facilities. The 2040 General Plan EIR determined that the Town exceeds the parkland ratio of 3 acres per 1,000 persons established by the Quimby Act and would continue to exceed this ratio with buildout of the 2040 General Plan. Therefore, it was determined that the 2040 General Plan buildout would not contribute to the need for new or expanded park or recreational facilities and the impact would be less than significant (Town of Los Gatos 2021, p. 4.14-26). The proposed project is within the growth projections considered and evaluated in the 2040 General Plan EIR and there would be no new impacts associated with the project not already adequately addressed in the 2040 General Plan EIR.

17. TRANSPORTATION

Would the project:

		NEW IMPACTS?			
		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☒	☐	☐	☐
b.	Conflict or be inconsistent with CEQA guidelines section 15064.3, subdivision (b)?	☒	☐	☐	☐
c.	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☒	☐	☐	☐
d.	Result in inadequate emergency access?	☒	☐	☐	☐

Comments:

Hexagon Transportation Consultants prepared the *50 Los Gatos-Saratoga Road Residential Development Draft Transportation Analysis* (transportation analysis) in October 2024 for the applicant, which was peer reviewed by TJKM. The full transportation analysis can be found in Appendix H. The transportation analysis considered whether the proposed project was adequately addressed in the 2040 General Plan EIR. The transportation analysis and 2040 General Plan EIR were utilized to draft most of this section. The peer review is also presented in Appendix H.

a. **Transit**. According to the 2040 General Plan EIR (Section 4.15, Transportation), buildout of the 2040 General Plan would increase the number of potential transit users on the various transit systems serving the Town of Los Gatos, which would increase the demand for transit. The 2040 General Plan EIR determined that the 2040 General Plan goals and policies encourage an increase in transit ridership, decrease dependence on motor vehicles, and reduce transit delays. While the 2040 General Plan would add peak hour transit riders, development would not disrupt existing or interfere with planned transit services or facilities (Town of Los Gatos, p. 4.15-24). The 2040 General Plan policies support multimodal transportation options, encourage the formation of a transportation management association to fund transportation demand management Town-wide measures (Policy MOB-1.4), and support the Town of Los Gatos Bicycle and Pedestrian Master Plan to reduce congestion and improve bicycle and pedestrian

connectivity. However, according to the *2040 General Plan Revised Sections of the General Plan EIR* (Town of Los Gatos 2021, p. 4.15-24), development under the 2040 General Plan does not include actions to increase the cost of using vehicles and does not include provisions for bus services to avoid congestion delays. As a result, transit service will experience reductions in quality of experience inconsistent with 2040 General Plan policies, which could contribute to lower transit demand in the future and higher demand for vehicle use contributing to higher VMT levels. Additionally, roadway traffic congestion caused from population and employment growth in the Town of Los Gatos facilitated by the 2040 General Plan could affect several transit corridors by increasing travel times and decreasing headway reliability for transit vehicles (p 4.15-19). The 2040 General Plan EIR states that although the 2040 General Plan would increase ridership and potentially cause more traffic delays, the existing transit circulation would be maintained, consistent with the Valley Transportation Plan 2040. The changes to the vehicle circulation system would not interfere with existing transit facilities nor conflict with planned transit facilities and services and, therefore, the 2040 General Plan EIR concluded that impacts would be less than significant (p. 4.15-21).

The proposed project would result in the increase in population, which could increase the demand on the transit system. However, development associated with the project is consistent with the growth projections evaluated in the 2040 General Plan EIR. Additionally, there are several 2040 General Plan policies and goals that would support reducing traffic congestion and improving transit connectivity. These include: Policy MOB-1.1, which requires that all development and redevelopment proposals with more than ten housing units or over 5,000 square feet of non-residential square footage to include a detailed, sustainable, and measurable transportation demand management program with accountability requirements to ensure that its measures are achieved; Policy MOB-1.3, which requires development near transit stops to provide transportation demand management programs or facilities that encourage transit use for all types of trips; and Policy MOB-6.7, which requires all new developments to provide bus shelters and ongoing maintenance as part of their developments, when appropriate, to encourage public transit use. Implementation of these 2040 General Plan policies would encourage an increase in transit ridership, decrease dependence on motor vehicles, and reduce transit delays.

Through conditions of approval, the project would be required to comply with the 2040 General Plan policies identified above, including preparation of a transportation demand management program to reduce its potential to conflict with the existing transit facilities or adopted transportation plans, guidelines, policies, or standards associated with the Town's transit network.

Therefore, the project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

Roadways. The 2040 General Plan includes modifications to existing street facilities to create a more pedestrian- and bicycle-oriented street network. Although these modifications would cause existing and future local and regional traffic to circulate differently, its influence would be minimal because these roadway modifications would conform to state and local standards and generally be implemented to improve circulation (Town of Los Gatos 2021, p. 4.15-21). Therefore, the 2040 General Plan EIR determined that implementation of the 2040 General Plan would not be expected to interfere or conflict with existing roadways facilities or adopted transportation plans, guidelines, policies, or standards. Impacts would be less than significant (p. 4.15-21).

The project is consistent with the growth projections evaluated in the 2040 General Plan EIR and potential impacts on the roadway system as a result of development at the project site were, therefore, evaluated in the 2040 General Plan EIR. The project would not conflict with existing roadways facilities or adopted transportation plans, guidelines, policies, or standards and would not result in new impacts than those already evaluated in the 2040 General Plan EIR.

Bicycle Facilities. The 2040 General Plan EIR determined that development facilitated by the 2040 General Plan would increase the use of bicycles on the road as a result of increasing the Town's population. However, the 2040 General Plan contains policies and goals that are designed to accommodate increased bicycle demand such as Policy MOB-2.5, which requires that all new development be designed to enhance the safety or convenience of bicycle use through the Town, and Policy MOB-2.6. which requires all developments with a frontage greater than 300 feet to provide through-access for bicyclists and pedestrians to adjacent developments, paths, or bicycle facilities. Implementation of applicable 2040 General Plan policies would encourage bicycling by improving bicycle connectivity within the Town's street network, consistent with the *Bicycle and Pedestrian Master Plan Town of Los Gatos - 2020*, which provides guidance to improve the connectivity of the bicycle and pedestrian network in the Town of Los Gatos. Therefore, the 2040 General Plan EIR concluded that development under the 2040 General Plan would have a beneficial effect on bicycle circulation and access and impacts related to the conflict with existing bicycle facilities or adopted plans, guidelines, policies, or standards associated with the Town's bicycle network would be less than significant (p. 4.15-22).

The project would conform to the *Bicycle and Pedestrian Master Plan Town of Los Gatos – 2020* by implementing the planned Class I pedestrian and bicycle path along the west edge of the project site, which would connect Los Gatos-Saratoga Road to Los Gatos High School (Hexagon Traffic Consultants 2024 p. ii). The project would implement applicable 2040 General Plan policies, such as MOB-2.5 and -2.6 listed above, and is required to be consistent with the goals and objectives of the *Bicycle and Pedestrian Master Plan Town of Los Gatos - 2020*. Development associated with the project would not result in a conflict with existing bicycle facilities or adopted plans, guidelines, policies, or standards associated with the Town's bicycle network. The project is consistent with the growth projections evaluated in the 2040 General Plan EIR and potential impacts on the

bicycle facilities as a result of development at the project site were evaluated in the 2040 General Plan EIR. The project would not result in new impacts that were not already evaluated in the 2040 General Plan EIR.

Pedestrian Facilities. Implementation and buildout of the 2040 General Plan would increase residency in the Town, which could result in more use and demand on existing pedestrian facilities. According to the 2040 General Plan EIR, the 2040 General Plan encourages walking by improving pedestrian facilities and connectivity with a safe and continuous pedestrian network to shorten walking distances and improve pedestrian connections to popular local destinations. Development under the 2040 General Plan would create new pedestrian facilities and have a beneficial effect on pedestrian circulation and access consistent with the *Bicycle and Pedestrian Master Plan Town of Los Gatos - 2020* (p. 4.15-22). The 2040 General Plan EIR concludes that the 2040 General Plan would not interfere with existing or planned pedestrian facilities or adopted pedestrian system plans, guidelines, policies or standards and impacts would be less than significant (p. 4.15-23).

The project would conform to the *Bicycle and Pedestrian Master Plan Town of Los Gatos – 2020* by implementing the planned Class I pedestrian and bicycle path along the west edge of the project site, which would connect Los Gatos-Saratoga Road to Los Gatos High School (Hexagon Traffic Consultants 2024 p. ii). The project would implement applicable 2040 General Plan policies, including Policy MOB-2.6, consistent with the goals and objectives of the *Bicycle and Pedestrian Master Plan Town of Los Gatos – 2020*. Development associated with the project would not result in a conflict with existing pedestrian facilities or adopted plans, guidelines, policies, or standards associated with the Town's pedestrian network. The project is consistent with the growth projections evaluated in the 2040 General Plan EIR and potential impacts on the pedestrian facilities as a result of development at the project site were evaluated in the 2040 General Plan EIR.

The proposed project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

b. The 2040 General Plan EIR noted that population and employment growth facilitated from development envisioned in the 2040 General Plan would generate new vehicle trips. The 2040 General Plan EIR (Section 4.15, Transportation) determined that the VMT per service population generated under the 2040 General Plan would be 38.4, which is approximately 19 percent greater than the applicable VMT threshold of 32.3 (as identified in Table 4.15-2 of the 2040 General Plan EIR). Therefore, the VMT per service population from development under the 2040 General Plan would exceed the applicable threshold and Mitigation Measure T-1 was required. The 2040 General Plan EIR Mitigation Measure T-1 requires that one or more VMT reduction strategies included in the *SB 743 Implementation Decisions for the Town of Los Gatos* (July 2020) document shall be applied to projects that would generate VMT. The VMT reduction strategies are listed at an individual site level, Town-wide level, and regional level.

As concluded in the 2040 General Plan EIR, the VMT reduction strategies at the regional level would be required in order to reduce VMT per service population by 19 percent. However, this would require action by multiple agencies and municipalities in South San Francisco Bay. Because the Town cannot ensure that the other municipalities would participate in the regional VMT reduction strategies outlined in General Plan 2040 EIR Mitigation Measure T-1, it is not certain that a 19 percent reduction in VMT would be achieved. Therefore, VMT impacts as a result of development under the 2040 General Plan were determined to be significant and unavoidable even after implementation of mitigation (p. 4.15-26).

According to the proposed project's transportation analysis, projects consistent with the 2040 General Plan would not require a VMT analysis. The project is consistent with the General Plan and, because the project site is included in the General Plan, the project would not generate additional VMT. Therefore, would not require CEQA mitigation (Hexagon Transportation Consultants 2024, p. 1). Additionally, Policy MOB-1.1 of the 2040 General Plan requires all developments with ten or more housing units to include a transportation demand management program to reduce VMT. Therefore, the project would need to develop a transportation demand management program. However, development of the project site is part of the significant and unavoidable cumulative VMT impacts concluded in the 2040 General Plan EIR. Therefore, through conditions of approval, the project would be required to implement the applicable reduction strategies identified within the 2040 General Plan EIR Mitigation Measure T-1, but would still result in significant and unavoidable VMT impacts.

The Town adopted its Statement of Overriding Considerations on June 30, 2022 and determined that specific economic, legal, social, technological, mobility, or other considerations, make infeasible the mitigation measures or project alternatives identified in the General Plan Final EIR related to transportation.

Because the proposed project is consistent with the General Plan and would not generate additional VMT than what was evaluated in the 2040 General Plan EIR, and because the proposed project is required to mitigate its VMT impacts through preparation and implementation of a transportation demand management program, the 2040 General Plan EIR adequately addressed the project's potential impacts related to VMT.

c. As discussed in the 2040 General Plan EIR (Section 4.15, Transportation), new and upgraded roadways needed to accommodate new development would be designed according to applicable federal, state, and local design standards. Development and infrastructure projects would be required to implement applicable 2040 General Plan policies intended to result in roadway designs that safely accommodate all users such as 2040 General Plan Policy MOB-2.6, which is described previously under checklist question "a" and Policy MOB-8.3, which requires that new development minimize the number of access points along arterial streets to minimize impacts on circulation flow and safety. The 2040 General Plan EIR concluded that implementation of these 2040 General Plan policies would ensure that impacts related to hazards due to a geometric design feature would be less than significant (p. 4.15-29).

According to the transportation analysis prepared for the project, the site plan shows adequate site access and on-site circulation, and no adverse traffic operational issues are expected to occur at the project driveways as a result of the development (Hexagon Traffic Consultants 2024, p. ii). Development of the project is consistent with the growth projections evaluated in the 2040 General Plan EIR and would be required to implement applicable 2040 General Plan policies, such as those listed above, through conditions of approval, minimizing its impact on circulation flow and safety. The project would not result in substantially increased hazards due to a geometric design feature nor would it result in incompatible uses.

Therefore, the project would not result in new impacts beyond what was already adequately evaluated in the 2040 General Plan EIR.

d. According to the 2040 General Plan EIR (Section 4.15, Transportation), the intent of the 2040 General Plan is to improve the overall performance of the transportation network for all modes of transportation and with implementation of applicable 2040 General Plan policies, future development projects would be assessed to ensure they result in adequate emergency access. In addition, mandatory development processes also require project review by emergency services, including police and fire, to ensure projects maintain adequate emergency access. The 2040 General Plan EIR determined that this impact would be less than significant (Town of Los Gatos 2021, p. 4.15-30).

According to the transportation analysis prepared for the project, the site plan shows adequate site access and on-site circulation, and no adverse traffic operational issues are expected to occur at the project driveways as a result of the development (Hexagon Traffic Consultants 2024 p. ii). Development of the project would be required to undergo review by emergency services to ensure adequate emergency access. The project would not result in any new impacts not already addressed in the 2040 General Plan EIR. Therefore, the 2040 General Plan EIR adequately addressed the project's potential impacts related to inadequate emergency access.

18. TRIBAL CULTURAL RESOURCES

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(1)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources code section 5020.1(k), or	☒	☐	☐	☐
(2)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☒	☐	☐	☐

Comments:

a. The 2040 General Plan EIR concludes that implementation of 2040 General Plan policies ENV-14.1 and ENV-14.2 would ensure that tribal cultural resources are identified prior to commencement of ground disturbance and that impacts would be less than significant.

Consistent with 2040 General Plan policies ENV-14.1 and ENV-14.2, the Town sent out AB 52 notification on May 22, 2024 via email and certified mail. As of August 26, 2024, two responses have been received; one from the Muwekma Ohlone Tribe and one from the Amah Mutsun Tribal Band of San Juan Bautista. However, neither tribe requested consultation. The letters from the tribes did, however, request the following:

Conditions of Approval

TCR-1 The applicant shall contract with a qualified archaeologist who will provide Cultural Resources Awareness Training to all construction personnel in order to become familiar with the types of cultural artifacts that exist in the vicinity and could potentially be uncovered. The training will occur prior to any ground-disturbing activities and issuance of tree removal permits. The archaeologist will

provide the following documentation to the Town of Los Gatos Planning Division: date (or dates) of the training, signatures of construction personnel at the training session(s), and materials used in the training.

Personnel should be instructed that upon discovery of buried cultural materials, work in the immediate vicinity of the find should cease and a qualified archaeologist should be contacted immediately (see also TCR-2 below).

The applicant shall provide a copy of the contract to the Planning Division, prior to issuance of a tree removal, demolition, and grading permit.

TCR-2 The applicant shall contract with both a qualified archaeologist and an appropriate Tribal representative to monitor ground-disturbing activities including tree removal and demolition. At the end of the monitoring, both the qualified archaeologist and Tribal representative shall submit monitoring reports to the Town of Los Gatos Planning Division.

If a find is identified, plans for treatment and for the evaluation and mitigation of impacts to the find will need to be developed if they are found to be eligible for the National Register of Historic Places or the California Register of Historical Resources. Potential cultural materials include historic and prehistoric artifacts and remains that may consist of, but are not limited to, historic artifacts, flaked-stone artifacts and debitage, groundstone artifacts, and human remains.

If human remains are encountered during construction, work in that area must halt and the Santa Clara County Coroner must be notified immediately. If the remains are determined to be Native American, then the Native American Heritage Commission (NAHC) is to be notified within 24 hours as required by Public Resources Code 5097. The NAHC will notify the designated Most Likely Descendant who will provide recommendations for the treatment of the remains within 24 hours.

The applicant shall provide a copy of the contract to the Planning Division, prior to issuance of a tree removal, demolition, and grading permit.

The project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

19. UTILITIES AND SERVICE SYSTEMS

Would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Require or result in the relocation or construction of new or expanded water, wastewater treatment, storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☒	☐	☐	☐
b.	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, single-dry and multiple- dry years?	☒	☐	☐	☐
c.	Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☒	☐	☐	☐
d.	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☒	☐	☐	☐
e.	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☒	☐	☐	☐

Comments:

a. Development of the project would allow some of the existing water, wastewater, storm drainage and telecommunication infrastructure to remain; however, the project also involves the construction of new infrastructure (refer to Sheet C.5 of the project plans found in Appendix A). Potentially significant construction impacts associated with the implementation of the project's water, wastewater, and storm drainage infrastructure are identified in the air quality, biological resources, greenhouse gas emissions, and noise sections of this initial study. All such impacts have been determined to be adequately addressed within the 2040 General Plan EIR. Please refer to the respective sections for more information.

b. San Jose Water Company is the water service provider for the Town and the Santa Clara Valley Water District (Valley Water) manages the Santa Clara Valley groundwater sub-basin, which supplies approximately one-third of the Town's water supply. During preparation of the 2040 General Plan EIR, the San Jose Water Company was undergoing the preparation of the *2020 Urban Water Management Plan*. Therefore, the 2040 General Plan EIR relied on the analysis within the *2015 Urban Water Management Plan*.

According to the *2015 Urban Water Management Plan*, the San Jose Water Company had adequate water supply capacity to meet its demands through 2040, which included the Town's growth evaluated in the 2040 General Plan EIR. The 2040 General Plan EIR evaluated the increase in residential and nonresidential uses, which would result in an incremental increase in the Town's water demand. As indicated in the *2015 Urban Water Management Plan*, the San Jose Water Company has sufficient supplies to support development under the 2040 General Plan during a normal year. However, it was determined that projected water demands would likely exceed supply totals in the event of a multiple dry year scenario. Therefore, the San Jose Water Company would not have sufficient water supply to accommodate the demand of development and the population increase facilitated by the General Plan through 2040.

As a result, Section 4.16, Utilities and Service Systems, of the 2040 General Plan EIR explains that the San Jose Water Company would enact its Water Shortage Contingency Plan, which includes four stages of action based on water supply conditions. The Town would also increase its reliance on recycled water supply and water conservation measures implemented by the San Jose Water Company and Valley Water to reduce demands. Additionally, the Town would impose water conservation tactics on new development to further reduce water demand. Development would also be required to implement the polices associated with General Plan Goal PFS-1 (ensure an adequate water supply for the Town's human, wildlife, and plant populations), which are consistent with the purpose of the *2015 Urban Water Management Plan* to encourage the sustainable use and management of water supplies and infrastructure in the Town of Los Gatos. With reliance on recycled water supply and water conservation measures, in addition to compliance with applicable 2040 General Plan policies, the 2040 General Plan EIR determined that impacts related to water supply would be less than significant (p. 4.16-19).

As previously mentioned, since the certification of the 2040 General Plan EIR and adoption of the 2040 General Plan, the San Jose Water Company has adopted its *2020 Urban Water Management Plan*. The *2020 Urban Water Management Plan* concluded that San Jose Water Company anticipates adequate supplies to meet system demand under average year, single dry year, and multiple dry year conditions through 2045. However, there is the possibility for a call for a mandatory 20 percent conservation during multi-year droughts (p. 7-12).

The project would result in an increase in the Town's population, which would increase the demand on water supplies. Through required conditions of approval, the proposed project would be required to implement General Plan Policy PFS-1.1, which requires that

landscaping and hardscaping for all development is designed to minimize water usage and enhance water conservation; Policy PFS-1.2, which requires that all new home construction and remodeled homes comply with the Bay-Friendly Landscaping Guidelines in addition to the landscaping standards in the GreenPoint Rated Building Guidelines; Policy PSF-1.3, which requires the use of water-saving devices in new developments and pumping-related remodels; and Policy PFS-1.4, which requires that all new development install water-efficient irrigation management systems and devices, such as evapotranspiration or soil moisture-based irrigation controls.

In addition to compliance with the above-mentioned 2040 General Plan policies, the project's population growth was already evaluated in the 2040 General Plan EIR. Therefore, the project's impacts related to increased demand on the Town's water supplies were already evaluated and adequately addressed in the 2040 General Plan EIR.

c. The Town's wastewater is collected and treated by the West Valley Sanitation District, which then transports wastewater to the San Jose-Santa Clara Regional Wastewater Facility ("wastewater treatment plant"). According to the 2040 General Plan EIR (Section 4.16, Utilities and Service Systems), the wastewater treatment plant treats an average of 110 million gallons per day (mgd), with a design capacity of up to 167 mgd.

The 2040 General Plan EIR evaluated an increase of 8,971 residents to Los Gatos, which was calculated to be a 30 percent increase above the Town's 2018 population. However, the 2040 General Plan EIR determined that approximately 34 percent of the wastewater treatment plant capacity was available (67 mgd); therefore, the wastewater needs of the expected population growth evaluated in the 2040 General Plan EIR would be met.

The wastewater collection system within the Town of Los Gatos has deficiencies that limits the amount of wastewater that can be conveyed through Los Gatos. According to the 2040 General Plan EIR, the West Valley Sanitation District's Capital Improvement Plan has ongoing plans for replacement and upgrade of old sewer lines and lift equipment. The general maintenance and correction of deficiencies are funded by user fees; therefore, new development would be required to pay impact fees for system expansion that would accommodate the increased growth of the Town envisioned as part of the 2040 General Plan. Impact fees ensure that the wastewater collection system receives necessary upgrades to accommodate the additional population (p. 4.16-20). In addition, the project shall comply, through conditions of approval, 2040 General Plan Goal PFS-2, which requires that development meet all wastewater treatment demands and Federal and State regulations.

The ongoing upgrades to the wastewater collection system under the capital improvement plan and the 2040 General Plan would occur in developed areas of the Town of Los Gatos that are previously disturbed and ensure that adequate wastewater systems and infrastructure would be available to meet future demands. Therefore, the 2040 General Plan EIR determined that the environmental impacts of construction involved with upgrades to the Town's wastewater system would be less than significant (p. 4.16-20).

Development of the project would increase the population in Los Gatos, which would increase the demand on the wastewater treatment plant. However, the project is consistent with the growth projections evaluated in the 2040 General Plan EIR. Therefore, the project's increased demand on the Town's wastewater treatment plant was included in the 2040 General Plan EIR evaluation and conclusion that the remaining capacity of the wastewater treatment plant can adequately accommodate the wastewater needs of the expected growth and impacts to the wastewater collection system would be less than significant.

Development associated with the project would also increase the amount of wastewater conveyed by the Town's existing wastewater collection system. However, the project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, the project's impacts to the Town's wastewater collection system are anticipated by the Town and would have less than significant impacts as concluded in the 2040 General Plan EIR. The project would, however, still be required to pay impact fees for system expansion necessary to accommodate the increased growth. The project would not result in new impacts beyond what was already evaluated in the General Plan EIR.

d. Solid waste within the Town of Los Gatos is disposed of at the Guadalupe Landfill, which is permitted to accept 3,650 tons of material daily and is projected to reach capacity in 2048. Using the residential disposal rates of the Santa Clara Integrated Waste Management Account, residential buildout under the 2040 General Plan could result in the daily solid waste generation of approximately 294,158 pounds per day (or approximately 147 tons per day). Therefore, as discussed in Section 4.16, Utilities and Service Systems, of the 2040 General Plan EIR, the residential demand in solid waste anticipated by the 2040 General Plan would increase disposal at the Guadalupe Landfill by approximately one percent. Because the landfill has a remaining capacity of 11,055,000 cubic yards, it was determined to have sufficient capacity to accommodate the residential increase in solid waste generation (Town of Los Gatos, p. 4.16-23). Although there would be sufficient capacity, the 2040 General Plan EIR also discusses the reduction in trash production and promotes recycling and potentially introducing Townwide composting to reduce the amount of solid waste sent to the Guadalupe Landfill. Implementation of the 2040 General Plan policies associated with Goals PFS-4 and PFS-5 would help conserve space at the landfill and impacts would be less than significant (Town of Los Gatos 2021, p. 4.16-24).

Development associated with the project is consistent with the growth projections evaluated in the 2040 General Plan EIR and, therefore, its residential solid waste generation has already been evaluated. Therefore, because the 2040 General Plan EIR concludes that the 2040 General Plan residential solid waste generation could be accommodated by the Guadalupe Landfill, the solid waste generation as a result of the project would also be accommodated. The project would also be required to implement applicable 2040 General Plan policies such as Policy PFS-4.1, which requires the recycling of reusable materials from residential, commercial, and construction/renovation activities. Implementation of the applicable 2040 General Plan policies as a condition of approval would ensure that the project would not generate solid waste in excess of the capacity of local infrastructure.

The proposed project would not result in new impacts beyond those already evaluated in the 2040 General Plan EIR.

e. The 2040 General Plan EIR (Section 4.16, Utilities and Service Systems) concludes that implementation of the 2040 General Plan goals and policies would support the reduction and diversion of waste consistent with state goals for solid waste reduction. Implementation of applicable 2040 General Plan goals and policies would ensure that development under the 2040 General Plan would comply with federal, state, and local management and reduction statutes and regulations related to solid waste. Impacts were determined to be less than significant (Town of Los Gatos 2021, p. 4.16-24).

The project is consistent with the growth projections evaluated in the 2040 General Plan EIR. Through the implementation of conditions of approval, the project would be required to comply with applicable 2040 General Plan policies including Policy PFS-4.1, which requires the recycling of reusable materials from residential and construction/renovation activities. Implementation of applicable 2040 General Plan policies through conditions of approval would ensure that the project complies with federal, state, and local management and reduction statutes and regulations related to solid waste.

The 2040 General Plan EIR adequately addresses the project's potential impacts related to compliance with federal, state, and local regulations associated with solid waste.

20. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b.	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?	☐	☐	☐	☒
c.	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d.	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Comments:

a-d. The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity (CalFire 2024). Therefore, the project would not result in new impacts beyond what has already been evaluated in the 2040 General Plan EIR.

21. MANDATORY FINDINGS OF SIGNIFICANCE

		NEW IMPACTS?			
		Adequately Addressed in Previous EIR	Not Adequately Addressed in Previous EIR	Less-Than-Significant or Less-Than-Significant with Mitigation Impact	No Impact
a.	Does the project have the potential to substantially degrade the quality of the environment; substantially reduce the habitat of a fish or wildlife species; cause a fish or wildlife population to drop below self-sustaining levels; threaten to eliminate a plant or animal community; substantially reduce the number or restrict the range of an endangered, rare, or threatened species; or eliminate important examples of the major periods of California history or prehistory?	☒	☐	☐	☐
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)	☒	☐	☐	☐
c.	Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☒	☐	☐	☐

Comments:

a. The proposed project has a potential to have an effect on special-status species such as the San Francisco dusky footed woodrat, bats, and nesting birds. The conditions of approval presented in Section 4.0, Biological Resources, implement the 2040 General Plan policies that were concluded in the 2040 General Plan EIR to reduce impacts associated with degrading the quality of the environment; substantially reducing the habitat of a fish or wildlife species; causing a fish or wildlife population to drop below self-sustaining levels; threatening to eliminate a plant or animal community; and substantially reducing the number or restrict the range of an endangered, rare, or threatened species to a less-than-significant level.

The proposed project has the potential to result in adverse effects to unknown, buried historic resources or unique archaeological resources. As discussed in Section 18.0, Tribal Cultural Resources, (TCR-1 and TCR-2) are required to be implemented by the project to ensure that such an impact, if it were to occur, would not be significant and would not eliminate important examples of the major periods of California history or prehistory.

These potential project impacts have been adequately addressed by the 2040 General Plan EIR.

b. Proposed project impacts that contribute to cumulative project impacts are required to be lessened through implementation of the applicable 2040 General Plan policies, 2020 General Plan Land Use Element and Community Design Element policies, and 2040 General Plan EIR mitigation measures as discussed in this initial study. With implementation of the 2040 General Plan policies, 2020 General Plan policies, 2040 General Plan EIR mitigation measures and standards identified herein as conditions of approval, the project's contribution to cumulative project impacts would not be considerable and have been adequately addressed by the 2040 General Plan EIR.

c. Based on the analysis provided in this initial study, the proposed project could indirectly cause substantial adverse effects to human beings through hazardous materials in the site soils, soil instability and expansivity, temporary construction toxic air contaminants, and temporary construction noise. However, as discussed throughout this initial study, the impacts would not be significant and they are adequately addressed within the 2040 General Plan EIR.

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EIR Addendum

16100 Greenridge Terrace Secondary Emergency Access Road & Off-Site Road Extension

State Clearinghouse # 2017042035

August 9, 2023

Prepared by

EMC Planning Group

EIR ADDENDUM

16100 GREENRIDGE TERRACE SECONDARY EMERGENCY ACCESS ROAD & OFF-SITE ROAD EXTENSION

SCH# 2017042035

PREPARED FOR

Town of Los Gatos
Sean Mullin, AICP, Senior Planner
110 E. Main Street
Los Gatos, CA 95031
Tel 408.354.6823
SMullin@losgatosca.gov

PREPARED BY

EMC Planning Group Inc.
601 Abrego Street
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
Stuart Poulter, AICP, MCRP, Senior Planner
poulter@emcplanning.com
www.emcplanning.com

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Table of Contents

1.0 BACKGROUND – APPROVED PROJECT (PD-16-002) 1-1

2.0 PROJECT CHANGES ADDRESSED IN THIS ADDENDUM 2-1

2.1 Architecture and Site Application S-23-007 2-1

2.2 Required Permits 2-1

3.0 BASIS FOR AN EIR ADDENDUM 3-1

3.1 Addendum to an EIR 3-1

3.2 Required Findings 3-1

4.0 EVALUATION 4-1

4.1 Overview 4-1

4.2 Summary of Impacts and Recommended Mitigation Measures from the Certified Final EIR 4-2

4.3 Environmental Analysis of Modified Project 4-11

4.4 Evaluation of Alternatives 4-16

4.5 Conclusion 4-16

5.0 SOURCES 5-1

Appendix

Appendix A Secondary Emergency Access Road & Off-Site Road Extension Project Plans

Tables

Table 4-1 Summary of Significant Impacts and Mitigation Measures from 16100 Greenridge Terrace Final EIR 4-2

Figures

Figure 4-1 Habitat Map 4-13

1.0 Background – Approved Project (PD-16-002)

In August 2016, Kohlsaat and Associates, Inc. (the applicant) submitted a Planned Development application (PD-16-002) to the Town of Los Gatos (Town) to rezone the 36-acre subject site located at 16100 Greenridge Terrace. The applicant requested a rezone of the subject site from Hillside Residential, HR-2½ to Hillside Residential: Planned Development (HR-2½:PD), to allow the future subdivision into eight lots, removal of large protected trees, site improvements for a private road, and construction of eight new single-family homes. As the lead agency under the California Environmental Quality Act (CEQA), the Town certified the *Final EIR 16100 Greenridge Terrace Planned Development State Clearinghouse #2017042035* (hereafter referred to as "final EIR" or "project EIR"), The PD (Planned Development) Overlay zone established by Ordinance No. 2281, was adopted by the Los Gatos Town Council on April 16, 2019 (effective May 16, 2019), which authorized the following construction and use of improvements:

1. Subdivision of one lot into eight lots.
2. Construction of eight market rate single-family detached residences.
3. Landscaping, private streets, trails, parking and other improvements shown and required on the Official Development Plans.
4. Dedication of trail easements to the Town of Los Gatos as shown on the Official Development Plans.
5. Uses permitted are those specified in the HR-2½ (Hillside Residential, two and half to 10 acres for each dwelling unit) zone by Sections 29.40.235 (Permitted Uses), as it exists at the time of the adoption of this Ordinance, or as they may be amended in the future.

The tentative map for the project evaluated in the final EIR included a private ingress and egress/public service/emergency vehicle access easement in the location of the currently proposed emergency fire access road on the Greenridge Terrace site only; however, detailed plans for this emergency fire access road on the Greenridge Terrance site or the adjacent property was not available at the time. Therefore, the final EIR only included a general evaluation of the environmental impacts of a portion of this access road.

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2.0 Project Changes Addressed in this Addendum

2.1 Architecture and Site Application S-23-007

The applicant is requesting approval for site improvements requiring a grading permit and removal of a large protected tree on two lots (APNs 527-12-005 and 537-25-033) zoned "HR-2.5:PD." The two lots are identified as 250 La Terra Court (previously referred to as "Lot 3") (APN 527-12-005) and 121 Rock Ridge Road (APN 537-25-033) on the project plans. There is an existing private ingress and egress/public service/emergency vehicle access easement, which runs from the end of La Terra Court to the southernmost property line of Lot 3, eventually connecting to Rock Ridge Road. Proposed site improvements include:

- Secondary emergency access road totaling 3,000 square feet;
- 376 cubic yards (CY) of cut;
- 8 CY of fill;
- 368 CY of import/export; and
- Removal of six (6) trees, including one large protected coast live oak.

Project plans are included as Appendix A.

2.2 Required Permits

The following permits are required:

- Grading Permit (Town of Los Gatos);
- Tree Removal Permit (Town of Los Gatos);
- Encroachment Permit (County of Santa Clara); and
- National Pollutant Discharge Elimination System (NPDES) Permit, Storm Water Construction General Permit, Water Quality Certification or Waiver, under Sections 401 and 402 of the Clean Water Act (Regional Water Quality Control Board).

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3.0 Basis for an EIR Addendum

3.1 Addendum to an EIR

In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15164:

> (a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
>
> (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
>
> (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
>
> (d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
>
> (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.
>
> Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21166, Public Resources Code; *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065; and *Benton v. Board of Supervisors* (1991) 226 Cal.App.3d 1467.

3.2 Required Findings

Section 15162 of the CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

    b. Significant effects previously examined will be substantially more severe than shown in the previous EIR;

    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the above conditions are met by the project, an addendum may be prepared to make minor changes to the previously certified environmental impact report and to document why no further environmental review is required.

In performing the required analysis and determining whether the criteria are met for use of an addendum, this addendum relies on a qualitative analysis, based on substantial evidence, utilizing the current environmental checklist questions from Appendix G of the CEQA Guidelines and explains the basis for each response to the questions in the checklist. The environmental checklist is used as a tool for evaluating the environmental effects of the project (the proposed emergency access connection between La Terra Court and Rock Ridge Road), including based on comparisons between the impacts of the approved project (i.e., the Planned Development approval) as evaluated under the previously certified EIR, and the proposed project.

Based on the analysis in the environmental checklist, all of the findings listed above for utilizing an addendum as the appropriate CEQA documentation can be made.

4.0 Evaluation

4.1 Overview

This addendum evaluates the potential for the secondary emergency fire access road (proposed project) to result in new or substantially more severe significant impacts compared to the impacts disclosed in the certified final EIR. The environmental analysis provided in this addendum describes the information that was considered in evaluating the environmental effects addressed in the original project EIR evaluating the 16100 Greenridge Terrace Planned Development (PD-16-002) project. The information used in this evaluation includes the draft EIR, the certified final EIR, the staff report, findings, mitigation monitoring and reporting program (MMRP) and other documentation included in the approval materials for the original project, the Architecture and Site Application (S-23-007) application materials, the *Tree Inventory, Assessment, and Protection Report - 16100 Greenridge Terrace/121 Rock Ridge Road, Los Gatos, CA 95032* prepared by Monarch Consulting Arborists dated May 12, 2023, grading and drainage plans for the proposed project, the *15215 Shannon Road Planned Development Application (PD-15-001) Initial Study and Mitigated Negative Declaration, prepared by Kimley-Horn and Associates* dated August 2016, and site visits by EMC Planning Group staff biologists.

The proposed project would incorporate and implement all appropriate mitigation measures identified in the certified final EIR. Specific mitigation measures relevant to a particular impact of the proposed modified project are cited in the same manner as in the EIR and the associated MMRP adopted in conjunction with the 16100 Greenridge Terrace Planned Development (PD-16-002) project approvals. Furthermore, this addendum is a review of the previous EIR and identifies impacts that were previously evaluated. As discussed throughout this addendum, all impacts levels of significance have been incorporated into this addendum from the certified final EIR.

As discussed in the certified final EIR, the previously approved project was determined to have no adverse environmental impact associated with the following topics:

- Recreation Facilities
- Schools
- Fire Protection Services
- Police Services
- Solid Waste and Recycling

Additionally, the proposed project would have no adverse environmental impacts associated with these topics and therefore, they are not discussed further in this analysis.

4.2 Summary of Impacts and Recommended Mitigation Measures from the Certified Final EIR

Table 4-1 Summary of Significant Impacts and Mitigation Measures from 16100 Greenridge Terrace Final EIR

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
Aesthetics			
No significant impacts			
Air Quality			
Expose Sensitive Receptors to Construction Dust	Potentially Significant	AQ-1 The project contractor for subdivision improvements and residential lot development shall implement basic dust control measures at all on-site and off-site locations where grading or excavation takes place. The project contractor shall implement additional dust control measures at all on-site and off-site locations where grading or excavation takes place within 200 feet of residential properties. Basic dust control measures: a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day; b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; d. All vehicle speeds on unpaved roads shall be limited to 15 mph; e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; f. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		g. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph; h. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established; and i. Unpaved roads shall be treated with a three to six inch compacted layer of wood chips, mulch, or gravel.	
Biological Resources			
Potential Loss or Reduction of Rare Plant Species: Fragrant Fritillary, Hall's Bush-Mallow, Loma Prieta Hoita, Western Leatherwood, and Woodland Woollythreads	Potentially Significant	BIO-1 Focused plant surveys were conducted in spring 2018; if project development occurs more than five years after spring 2018, the surveys shall be repeated per below. To protect potentially occurring special-status plants, the presence/absence of fragrant fritillary, Hall's bush-mallow, Loma Prieta hoita, western leatherwood, and woodland woollythreads shall be determined within the development footprint and fire defensible space. A qualified biologist shall conduct focused botanical surveys for these five target species in accordance with current California Department of Fish and Wildlife and California Native Plant Society rare plant survey protocols. Surveys shall occur during overlapping blooming periods for the target species (likely March and June). If the surveys conclude that the species are not present, no further mitigation is required. If any special-status plant species is present within the development footprint and fire defensible space, to compensate for loss or reduction of a special-status plant population, the project proponent shall retain a qualified biologist or native plant specialist to collect seed from all plant individuals and/or salvage plants within the development footprint at the optimal time prior to initiation of ground disturbance activities. The project proponent and the Town of Los Gatos shall oversee selection of an appropriate mitigation area, preferably on the project site, or in the immediate vicinity, that would not be disturbed in the future. After selection of the mitigation area and approval by the Town, a qualified biologist shall develop a Special-Status Plant Management Plan detailing optimal methods for seed collection/plant salvage from the impact area, preparation of the mitigation area, and seed/plant installation at the mitigation area. The plan shall also include maintenance measures to manage the rare plant occurrence for long-term protection and persistence at the	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		mitigation area. Collected seeds/plants shall be installed at the mitigation area at the optimal time. Topsoil from the on-site occurrence location shall also be salvaged (if practical) for use in the mitigation area. The Special-Status Plant Management Plan shall require at a minimum three years of annual monitoring by a qualified biologist during the plant's peak blooming period to ensure that mitigation was successful and that long-term maintenance procedures specified in the plan are creating conditions that support survival of the transplanted population. The initial focused surveys will identify how many plant individuals occur in the development footprint; this amount or more must occur in the mitigation area during each of the three years following installation. If this success criteria is not achieved, the project proponent shall coordinate with the Town to implement remedial mitigation through revision of the Special-Status Plant Management Plan, and then collection of additional seed from a local population and repeated installation in the mitigation area, followed by another three years of annual monitoring. This process shall be extended as needed until all success criteria contained in the Special-Status Plant Management Plan are achieved. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town.	
Potential Loss or Disturbance of American Badger	Potentially Significant	BIO-2 Prior to the start of construction activities for the subdivision improvements and development of residential lots, a qualified biologist shall conduct pre-construction surveys of the grassland habitat on the site to identify any potential American badger burrows/dens. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. If a potential American badger burrow/den is found during the surveys, coordination with the California Department of Fish and Wildlife shall be undertaken in order to develop a suitable strategy to avoid impacts to American badger. With California Department of Fish and Wildlife approval, impacts to active American badger dens shall be avoided by establishing exclusion zones	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. A qualified biologist shall monitor each den once per week in order to track the status of the den and to determine when a den area has been cleared for construction. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town.	
Potential Loss or Disturbance of San Francisco Dusky-Footed Woodrat	Significant	BIO-3 A qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprints. These surveys shall be conducted no more than 15 days prior to the start of construction for the infrastructure improvements and development of the residential lots. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. All woodrat middens shall be flagged for avoidance of direct construction impacts where feasible. To avoid midden/nest disturbance, if active middens/nests are found, a 50-foot buffer will be established in which project activities will not occur. This buffer should be clearly marked. For all woodrat middens/nests that cannot be avoided by project activities, live trapping should be conducted by a qualified biologist to determine if the midden/nest is in use. Trapping should occur prior to April and after mid-July to avoid impacts to woodrats rearing young or to young woodrats. If a midden/nest is found to be unoccupied (none captured after two nights of trapping), then it can be removed as described below. If woodrats are trapped, they may be kept in captivity by a qualified biologist until their middens/nests are immediately relocated. Each midden/nest should be dismantled by hand as described below, and the relocated midden/nest should be placed in suitable habitat a minimum of 50 feet from the construction area, no closer than 20 feet from existing woodrat middens/nests and other relocated woodrat middens/nests, and be reassembled under shrub or tree canopy that will receive some sunlight. The midden/nest should be rebuilt surrounding a log-based structure, an inverted wooden planter, or similar structure having at least one entrance and exit hole. Any cached food and nest material found during nest dismantling should be placed within the	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		relocated midden/nest during rebuilding. The occupied trap should then be opened, placed tightly against the entrance to the artificial shelter, and the woodrat be allowed to enter the midden/nest on its own accord. After the individual enters, the entrance should promptly be covered with a loose plug of small sticks to encourage the individual to stay for the short-term. ~~If~~ Where impacts cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town.	
Potential Loss or Disturbance of Special-Status Pallid Bat and Townsend's Big-Eared Bat	Significant	BIO-4 Approximately 15 days prior to tree removal or other construction activities, the applicant ~~Town of Los Gatos~~ shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and surrounding the water tank structures situated within 50 feet of disturbance activities by the project. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		biologist to the Town of Los Gatos and no further mitigation is required. If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to disturbance activities or grading permit issuance and the following monitoring, exclusion, and habitat replacement measures shall be implemented: a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season. b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating	

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town.	
Potential Loss or Disturbance of Protected Nesting Birds	Significant	BIO-5 Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if construction activities are suspended for at least 15 days and recommence during the nesting season, including the time period between the subdivision improvements and development activities at each respective residential lot, a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 15 days prior to the start of construction, with the second survey conducted within 48 hours prior to the start of construction. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities.	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town.	
Loss of Regulated Trees	Significant	BIO-6 Prior to issuance of a building permit or a grading permit for infrastructure improvement and each residential lot, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees, and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2017 project arborist report and 2018 project arborist report addendum. Also, in accordance with the Town's Tree Protection Ordinance, the project proponent shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals, and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.	Less than Significant with Mitigation
Cultural Resources			
No significant impacts			
Geologic Hazards			
Result in Loss, Injury, or Death Involving Seismic Activity or Unstable Soil	Significant	GEO-1 Prior to the approval of development applications for the project site, design-level studies for the roadways and infrastructure, and	Less than Significant with Mitigation

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level of Mitigation
		each of the proposed residential lots shall be prepared and shall address site specific geotechnical issues and provide lot-specific foundation and drainage recommendations. These design-level studies shall include an evaluation of expansive soil for each lot as well as an evaluation of local and global slope stability of each building area, concept, and access way. The design-level study for Lot 1 shall include an assessment of the potential hazards associated with alluvial infilling or debris flows along with geotechnical provisions for collecting and dispersing concentrated runoff flowing down the axis of the drainage towards the home site. GEO-2 Prior to the approval of development applications for the individual lots, applicants shall be responsible for demonstrating to the satisfaction and approval of the Town Engineer that proposed design plans are in conformance with all current California Building Code standards and that all design measures and site preparation recommendations as suggested in the lot-specific geotechnical studies identified in mitigation measure GEO-1 have been incorporated into the project's final design.	
Greenhouse Gas Emissions			
No significant impacts			
Hazards and Hazardous Materials			
No significant impacts			
Hydrology and Water Quality			
No significant impacts			
Noise			
No significant impacts			
Transportation and Traffic			
No significant impacts			
Water Demand			
No significant impacts			
Wastewater Generation			
No significant impacts			

SOURCE: EMC Planning Group 2019

4.3 Environmental Analysis of Modified Project

This addendum evaluates the potential for the proposed modified project to result in new or substantially more severe significant impacts compared to the impacts disclosed in the certified EIR. The environmental analysis provided in this section describes the information that was considered in evaluating the questions contained in the CEQA Appendix G Checklist. The information used in this evaluation includes the certified Final EIR, the proposed modified project description and updated project plans, arborist report, and site visits.

Air Quality

The modified project would still result in dust emissions (particulate matter) that could affect residents in this area during construction activities. Implementation of the mitigation measure (AQ-1) identified in the project EIR would reduce this impact to a less-than-significant level. Therefore, the air quality analysis prepared for the project EIR would still be adequate and the level of impact and mitigation measures identified would still apply to the proposed project. No further environmental analysis for the project with the proposed changes would be required.

Biological Resources

Information in this section is derived from a variety of sources including:

- Town of Los Gatos. August 17, 2018. *Draft EIR – 16100 Greenridge Terrace Planned Development State Clearinghouse # 2017042035*. Los Gatos, CA;
- Hanna-Brunetti. March 2023. *Grading and Drainage Plans, Tract No. 10537 – Terrace Court, Los Gatos, CA 95032, Grading Permit Application No._____, Assessor's Parcel No. 527-12-005.* Gilroy, CA;
- Monarch Consulting Arborists. May 12, 2023. *Tree Inventory, Assessment, and Protection Report – 16100 Greenridge Terrace/121 Rock Ridge Road, Los Gatos, CA 95032*. Felton, CA;
- California Department of Fish and Wildlife (CDFW) *California Natural Diversity Database* (CDFW 2023);
- California Native Plant Society (CNPS) *Inventory of Rare and Endangered Plants* (CNPS 2023); and
- U.S. Fish and Wildlife Service (USFWS) *Endangered Species Program* (USFWS 2023) and National Wetlands Inventory (USFWS 2023).

A reconnaissance-level biological survey was conducted by EMC Planning Group senior biologist Patrick Furtado, M.S., and assistant biologist Katherine Hardisty-Cranstone on June 15, 2023 to evaluate the biological resources of the area proposed for the emergency fire access road. The tentative map for the project evaluated in the final EIR included an emergency vehicle access easement in the location of the currently proposed emergency fire access road on the Greenridge Terrace project, but not the portion on the adjacent property.

The reconnaissance-level biological field survey documented existing plant communities and wildlife habitats and evaluated the potential for special-status species to occur in the emergency vehicle access easement. Biological resources were documented in field notes, including species observed, dominant plant communities, significant wildlife habitat characteristics, and presence/absence of riparian and wetland habitat. The proposed access road, area of impact, trees identified for removal, and habitats present are shown in Figure 4-1, Habitat Map.

The emergency access vehicle site is located adjacent to the southeast portion of the project site and connects the existing La Terra Court to Rockridge Road. It is situated along an existing dirt road and a ridge which slopes to the east and west. Coast live oak (*Quercus agrifolia*) woodland habitat occurs on both sides of the road and includes associated tree species such as California bay (*Umbellularia californica*) and California buckeye (*Aesculus californica*). The woodland understory contains several shrub species including California sagebrush (*Artemisia californica*), poison oak (*Toxicodendron diversilobum*), sticky monkeyflower (*Diplacus aurantiacus*), and nonnative French broom (*Genista monspessulana*). The edges of the road and cleared areas near the existing water tank consist of ruderal/weedy vegetation with several nonnative grasses such as ripgut brome (*Bromus diandrus*), wild oats (*Avena* sp.), foxtail barley (*Hordeum murinum*), and foxtail brome (*Bromus madritensis*). No special-status plant species were observed on the project site.

EMC Planning Group biologists observed many bird species using both the oak woodland and ruderal habitat at the project site including acorn woodpecker (*Melanerpes formicivorus*), Anna's hummingbird (*Calypte anna*), chestnut-backed chickadee (*Poecile rufescens*), dark-eyed junco (*Junco hyemalis*), spotted towhee (*Pipilo maculatus*), oak titmouse (*Baeolophus inornatus*), and Hutton's vireo (*Vireo huttoni*). The biologists also observed a mule deer (*Odocoileus hemionus californicus*) browsing in the understory. No special-status wildlife species were observed on the project site.

No wetlands or aquatic features were observed on the project site. The project would not interfere with the movement of any wildlife species or with established wildlife corridors.

As the construction of the proposed emergency fire access road will occur within the existing dirt roadway, impacts to biological resources will be very limited. Habitat for special-status plants and wildlife does not occur in the impact area. However, nesting birds and roosting bats may be impacted. Mitigation measures provided in the in the project EIR would reduce impacts to nesting birds and special-status bats to a less-than-significant level.

The 2023 arborist report identifies six trees that will be impacted by the construction of the proposed emergency fire access road and will require removal. The number and size of replacement trees are also specified in the report as well as suggestions for preventing construction impacts to retained trees when possible and practical, including the Town's general tree protection measures.

Source: ESRI 2023, Hannah Brunetti 2023

0 100 feet

Proposed Secondary Access Road
Area of Impact
Trees Proposed for Removal
Disturbed/Ruderal
Oak woodland

Figure 4-1
Habitat Map

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Cultural Resources

Cultural resource impacts associated with the proposed project and identified in the project EIR would not be increased or decreased as a result of the project description changes. Cultural resource impacts identified in the project EIR are addressed across the entire subdivision site, which includes the secondary emergency access road site. Therefore, inclusion of a secondary emergency access road would not change the level of project impact previously identified. However, the off-site extension road was not evaluated in the EIR for potential impacts to cultural resources but reviewed for purposes of the addendum. Given the small size of the off-site extension road (approximately 70 feet from the property line to Rock Ridge Road) and its close proximity to the original project site reviewed in the EIR, it is assumed that a road extension of that small size wouldn't materially or substantially change the EIR cultural resource analysis. Consequently, the same cultural resource impact determinations would apply and the same EIR cultural mitigations would be required to address this off-site extension road. Therefore, the cultural resource impact analysis prepared for the project EIR would still be adequate and no further environmental analysis for the project with the proposed changes would be required.

Geologic Hazards

The project EIR identified impacts associated with ground shaking from earthquakes could result in loss, injury, or death involving seismic activity or unstable soil. In addition, the project EIR identified a potential impact associated with structural damage from expansive soils. If sound engineering practices using the California Building Code and the lot-specific design studies suggested in the project geotechnical report are implemented, as reflected in mitigation measures GEO-1 and GEO-2, the proposed project would have less-than significant impacts resulting from exposure to seismic activity and would not create a substantial risk to life or property due to an unstable geologic unit or unstable soils.

The modified project would help ensure emergency access to the subdivision site and would be designed consistent with current state and Town structural and design standards. Implementation of the mitigation measures (GEO-1 and GEO-2) identified in the project EIR would still be required and would reduce this impact to a less-than-significant level. Therefore, the geologic hazards analysis prepared for the project EIR would still be adequate and the level of impact and mitigation measures identified would still apply to the proposed project. No further environmental analysis for the project with the proposed changes would be required.

Noise (Construction)

The project EIR identified that noise generated by construction activities would temporarily elevate noise levels at adjacent noise sensitive areas (single-family residences). However, based on the relatively limited size of the proposed project, the distance to adjacent residences, and staggered

construction timing, construction noise would not be anticipated to exceed 60 dBA L_{eq} at adjacent noise sensitive outdoor use areas. Construction on the project site would not occur during nighttime hours, when occupants of the residences would be expected to be most sensitive to noise.

As a result, construction noise generation from the proposed project was determined to be considered a less-than-significant impact, assuming that construction activities are conducted in accordance with the implementation of the following construction best management practices, as identified in the Town's Noise Ordinance. The same impact determination would be true for the modified project as construction noise associated with the secondary emergency access road would not generate construction noise above and beyond noise levels evaluated in the project EIR. Therefore, the noise impact analysis prepared for the project EIR would still be adequate and no further environmental analysis for the project with the proposed changes would be required.

Wildfire

The project EIR determined that architecture and site review and review and approval by the Santa Clara County Fire Department would ensure that development of the project site would result in less-than-significant impacts related to exposure of future residents or structures to wildland fire hazards. The proposed secondary emergency access road would ensure adequate emergency access to the project site and would help implement County and Town emergency access requirements identified in the project EIR. Therefore, the modified project would result in a beneficial impact and no further analysis for the project with the proposed changes would be required.

4.4 Evaluation of Alternatives

CEQA requires a comparative evaluation of a proposed project and alternatives to the project, including the "No Project" alternative. The EIR addressed a reasonable range of alternatives for the project. There is no new information indicating that an alternative that was previously rejected as infeasible is in fact feasible, or that a considerably different alternative than those previously studied would substantially reduce one or more significant effects on the environment.

4.5 Conclusion

Based on our review of the proposed project changes, the conclusions, impact determinations, and mitigation measures identified in the original EIR are still applicable and adequate, and would also apply to the secondary emergency access road. No changes to the EIR are required and no additional environmental analysis associated with the proposed project will be required.

As previously noted in Section 3.2, Required Findings, Section 15162 of the CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. Based on the evaluation provided in this EIR addendum, no new significant impacts would occur as a result of the proposed

project, nor would there be any substantial increases in the severity of any previously-identified adverse environmental impacts. In addition, no new information of substantial importance shows that mitigation measures or alternatives that were previously found not to be feasible or that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment alternative. Therefore, none of the conditions described in Section 15162 of the CEQA Guidelines has occurred. For this reason, all of the findings listed above for utilizing an addendum as the appropriate CEQA documentation for the proposed project can be made by the Town of Los Gatos.

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5.0 Sources

EMC Planning Group. June 15, 2023. Biological survey of project site.

Hanna-Brunetti. August 9, 2023. *Grading and Drainage Plans, Tract No. 10537 – La Terra Court, Los Gatos, CA 95032, Grading Permit Application No._____, Assessor's Parcel No. 527-12-005*. Gilroy, CA.

Monarch Consulting Arborists. May 12, 2023. *Tree Inventory, Assessment, and Protection Report – 16100 Greenridge Terrace/121 Rock Ridge Road, Los Gatos, CA 95032*. Felton, CA.

Town of Los Gatos. August 2016. *Initial Study and Mitigated Negative Declaration – 15215 Shannon Road Planned Development PD-15-001/Mitigated Negative Declaration ND-15-001*. Los Gatos, CA.

———. August 17, 2018. *Draft EIR – 16100 Greenridge Terrace Planned Development State Clearinghouse # 2017042035*. Los Gatos, CA.

———. February 4, 2019. *Final EIR – 16100 Greenridge Terrace Planned Development State Clearinghouse # 2017042035*. Los Gatos, CA.

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Secondary Emergency Access Road & Off-Site Road Extension Project Plans

A
APPENDIX

GRADING AND DRAINAGE PLANS

TRACT NO. 10537 - LA TERRA COURT, LOS GATOS, CA 95032
GRADING PERMIT APPLICATION NO. _____
ASSESSORS PARCEL NO. 527-12-005

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

TOWN OF LOS GATOS STANDARD GRADING NOTES

1. ALL WORK SHALL CONFORM TO CHAPTER 12 OF THE CODE OF THE TOWN OF LOS GATOS, THE ADOPTED CALIFORNIA BUILDING CODE AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EXCEPT AS SPECIFIED OTHERWISE ON THESE PLANS AND DETAILS.
2. NO WORK MAY BE STARTED ON-SITE WITHOUT AN APPROVED GRADING PLAN AND A GRADING PERMIT ISSUED BY THE TOWN OF LOS GATOS, PARKS AND PUBLIC WORKS DEPARTMENT LOCATED AT 41 MILES AVENUE, LOS GATOS, CA 95030.
3. **A PRE-JOB MEETING SHALL BE HELD WITH THE TOWN ENGINEERING INSPECTOR FROM THE PARKS AND PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEING DONE. THE CONTRACTOR SHALL CALL THE INSPECTIONS LINE AT (4080 399-5771 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO ANY GRADING OR ONSITE WORK. THIS MEETING SHOULD INCLUDE:**
   a. **A DISCUSSION OF THE PROJECT CONDITIONS OF APPROVAL, WORKING HOURS, SITE MAINTENANCE AND OTHER CONSTRUCTION MATTERS;**
   b. **ACKNOWLEDGEMENT IN WRITING THAT CONTRACTOR AND APPLICANT HAVE READ AND UNDERSTAND THE PROJECT CONDITIONS OF APPROVAL, AND WILL MAKE CERTAIN THAT ALL PROJECT SUB-CONTRACTORS HAVE READ AND UNDERSTAND THEM PRIOR TO COMMENCING WORK AND THAT A COPY OF THE PROJECT CONDITIONS OF APPROVAL WILL BE POSTED ON SITE AT ALL TIMES DURING CONSTRUCTION.**
4. APPROVAL OF PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR THE CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF, DURING THE COURSE OF CONSTRUCTION OF THE IMPROVEMENTS, PUBLIC INTEREST AND SAFETY REQUIRES A MODIFICATION OR DEPARTURE FROM THE TOWN SPECIFICATIONS OR THESE IMPROVEMENT PLANS, THE TOWN ENGINEER SHALL HAVE FULL AUTHORITY TO REQUIRE SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE MADE.
5. APPROVAL OF THIS PLAN APPLIES ONLY TO THE GRADING, EXCAVATION, PLACEMENT, AND COMPACTION OF NATURAL EARTH MATERIALS. THIS APPROVAL DOES NOT CONFER ANY RIGHTS OF ENTRY TO EITHER PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF OTHERS AND DOES NOT CONSTITUTE APPROVAL OF ANY OTHER IMPROVEMENTS.
6. EXCAVATED MATERIAL SHALL BE PLACED IN THE FILL AREAS DESIGNATED OR SHALL BE HAULED AWAY FROM THE SITE TO BE DISPOSED OF AT APPROVED LOCATION(S).
7. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE OR CONTRACTOR TO IDENTIFY, LOCATE AND PROTECT ALL UNDERGROUND FACILITIES. PERMITTEE OR CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT 1-800-227-2600 A MINIMUM OF FORTY-EIGHT (48) HOURS BUT NOT MORE THAN FOURTEEN (14) DAYS PRIOR TO COMMENCING ALL WORK.
8. ALL GRADING SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MANAGEMENT DISTRICT FOR AIRBORNE PARTICULATES.
9. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES, RULES AND REGULATIONS GOVERNING THE WORK IDENTIFIED ON THESE PLANS. THESE SHALL INCLUDE, WITHOUT LIMITATION, SAFETY AND HEALTH RULES AND REGULATIONS ESTABLISHED BY OR PURSUANT TO THE OCCUPATIONAL SAFETY AND HEALTH ACT OR ANY OTHER APPLICABLE PUBLIC AUTHORITY.
10. THE GENERAL CONTRACTOR SHALL PROVIDE QUALIFIED SUPERVISION ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
11. HORIZONTAL AND VERTICAL CONTROLS SHALL BE SET AND CERTIFIED BY A LICENSED SURVEYOR OR REGISTERED CIVIL ENGINEER QUALIFIED TO PRACTICE LAND SURVEYING, FOR THE FOLLOWING ITEMS:
    a. RETAINING WALL: TOP OF WALL ELEVATIONS AND LOCATIONS (ALL WALLS TO BE PERMITTED SEPARATELY AND APPLIED FOR AT THE TOWN OF LOS GATOS BUILDING DIVISION).
    b. TOE AND TOP OF CUT AND FILL SLOPES.
12. PRIOR TO ISSUANCE OF ANY PERMIT, THE APPLICANT'S SOILS ENGINEER SHALL REVIEW THE FINAL GRADING AND DRAINAGE PLANS TO ENSURE THAT DESIGNS FOR FOUNDATIONS, RETAINING WALLS, SITE GRADING, AND SITE DRAINAGE ARE IN ACCORDANCE WITH THEIR RECOMMENDATIONS AND THE PEER REVIEW COMMENTS. THE APPLICANT'S SOILS ENGINEER'S APPROVAL SHALL THEN BE CONVEYED TO THE TOWN EITHER BY LETTER OR BY SIGNING THE PLANS.
    SOILS ENGINEER QUANTUM GEOTECHNICAL INC
    REFERENCE REPORT NO. F054.G, DATED DECEMBER 11, 2019
    LETTER NO. _____, DATED _____, 20 ___, SHALL BE THOROUGHLY COMPLIED WITH. BOTH THE MENTIONED REPORT AND ALL UPDATES/ADDENDUMS/ LETTERS ARE HEREBY APPENDED AND MADE A PART OF THIS GRADING PLAN.
13. DURING CONSTRUCTION, ALL EXCAVATIONS AND GRADING SHALL BE INSPECTED BY THE APPLICANT'S SOILS ENGINEER. THE ENGINEER SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS BEFORE BEGINNING ANY GRADING. THE ENGINEER SHALL BE ON-SITE TO VERIFY THAT THE ACTUAL CONDITIONS ARE AS ANTICIPATED IN THE DESIGN-LEVEL GEOTECHNICAL REPORT AND/OR PROVIDE APPROPRIATE CHANGES TO THE REPORT RECOMMENDATIONS, AS NECESSARY. ALL UNOBSERVED AND/OR UNAPPROVED GRADING SHALL BE REMOVED AND REPLACED UNDER SOILS ENGINEER OBSERVANCE (THE TOWN INSPECTOR SHALL BE MADE AWARE OF ANY REQUIRED CHANGES PRIOR TO WORK BEING PERFORMED).
14. THE RESULTS OF THE CONSTRUCTION OBSERVATION AND TESTING SHOULD BE DOCUMENTED IN AN "AS-BUILT" LETTER/REPORT PREPARED BY THE APPLICANTS' SOILS ENGINEER AND SUBMITTED FOR THE TOWN'S REVIEW AND ACCEPTANCE BEFORE FINAL RELEASE OF ANY OCCUPANCY PERMIT IS GRANTED.
15. ALL PRIVATE AND PUBLIC STREETS ACCESSING PROJECT SITE SHALL BE KEPT OPEN AND IN A SAFE, DRIVABLE CONDITION THROUGHOUT CONSTRUCTION. IF TEMPORARY CLOSURE IS NEEDED, THEN FORMAL WRITTEN NOTICE TO THE ADJACENT NEIGHBORS AND THE TOWN OF LOS GATOS PARKS AND PUBLIC WORKS DEPARTMENT SHALL BE PROVIDED AT LEAST ONE (1) WEEK IN ADVANCE OF CLOSURE AND NO CLOSURE SHALL BE GRANTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE TOWN. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC OR PRIVATE RIGHT-OF-WAY.
16. THE CONTRACTOR SHALL INSTALL AND MAINTAIN FENCES, BARRIERS, LIGHTS AND SIGNS THAT ARE NECESSARY TO GIVE ADEQUATE WARNING AND/PROTECTION TO THE PUBLIC AT ALL TIMES.
17. OWNER/APPLICANT: JIM STEPANIAN PHONE: 714 272-5466
18. GENERAL CONTRACTOR: _____ PHONE: _____
19. GRADING CONTRACTOR: _____ PHONE: _____
20. CUT: _____ CY EXPORT: _____ CY
    FILL: _____ CY IMPORT: _____ CY
21. WATER SHALL BE AVAILABLE ON THE SITE AT ALL TIMES DURING GRADING OPERATIONS TO PROPERLY MAINTAIN DUST CONTROL.
22. THIS PLAN DOES NOT APPROVE THE REMOVAL OF TREES. APPROPRIATE TREE REMOVAL PERMITS AND METHODS OF TREE PRESERVATION SHALL BE REQUIRED. TREE REMOVAL PERMITS ARE REQUIRED PRIOR TO THE APPROVAL OF ALL PLANS.
23. A TOWN ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. A STATE ENCROACHMENT PERMIT IS REQUIRED FOR ANY WORK WITHIN STATE RIGHT-OF-WAY (IF APPLICABLE). THE PERMITTEE AND/OR CONTRACTOR SHALL BE RESPONSIBLE COORDINATING INSPECTION PERFORMED BY OTHER GOVERNMENTAL AGENCIES.
24. NO CROSS-LOT DRAINAGE WILL BE PERMITTED WITHOUT SATISFACTORY STORMWATER ACCEPTANCE DEED/FACILITIES. ALL DRAINAGE SHALL BE DIRECTED TO THE STREET OR OTHER ACCEPTABLE DRAINAGE FACILITY VIA A NON-EROSIVE METHOD AS APPROVED BY THE TOWN ENGINEER.
25. IT IS THE RESPONSIBILITY OF CONTRACTOR AND/OR OWNER TO MAKE SURE THAT ALL DIRT TRACKED INTO THE PUBLIC RIGHT-OF-WAY IS CLEANED UP ON A DAILY BASIS. MUD, SILT, CONCRETE AND OTHER CONSTRUCTION DEBRIS SHALL NOT BE WASHED INTO THE TOWN'S STORM DRAINS.
26. GOOD HOUSEKEEPING PRACTICES SHALL BE OBSERVED AT ALL TIMES DURING THE COURSE OF CONSTRUCTION. SUPERINTENDENCE OF CONSTRUCTION SHALL BE DILIGENTLY PERFORMED BY A PERSON OR PERSONS AUTHORIZED TO DO SO AT ALL TIMES DURING WORKING HOURS. THE STORING OF GOODS AND/OR MATERIALS ON THE SIDEWALK AND/OR THE STREET WILL NOT BE ALLOWED UNLESS A SPECIAL PERMIT IS ISSUED BY THE ENGINEERING DIVISION. THE ADJACENT PUBLIC RIGHT-OF-WAY SHALL BE KEPT CLEAR OF ALL JOB RELATED DIRT AND DEBRIS AT THE END OF THE DAY. FAILURE TO MAINTAIN THE PUBLIC RIGHT-OF-WAY ACCORDING TO THIS CONDITION MAY RESULT IN PENALTIES AND/OR THE TOWN PERFORMING THE REQUIRED MAINTENANCE AT THE DEVELOPER'S EXPENSE.
27. GRADING SHALL BE UNDERTAKEN IN ACCORDANCE WITH CONDITIONS AND REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION CONTROL PLAN AND/OR STORM WATER POLLUTION PREVENTION PLAN (SWPPP), THE TOWN OF LOS GATOS STORM WATER QUALITY MANAGEMENT PROGRAM, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND ANY OTHER PERMITS/REQUIREMENTS ISSUED BY THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD. PLANS (INCLUDING ALL UPDATES) SHALL BE ON-SITE AT ALL TIMES. NO DIRECT STORMWATER DISCHARGES FROM THE DEVELOPMENT WILL BE ALLOWED ONTO TOWN STREETS OR INTO THE PUBLIC STORM DRAIN SYSTEM WITHOUT TREATMENT BY AN APPROVED STORM WATER POLLUTION PREVENTION DEVICE OR OTHER APPROVED METHODS. MAINTENANCE OF PRIVATE STORMWATER POLLUTION PREVENTION DEVICES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER. DISCHARGES OR CONNECTION WITHOUT TREATMENT BY AN APPROVED AND ADEQUATELY OPERATING STORMWATER POLLUTION PREVENTION DEVICE OR OTHER APPROVED METHOD SHALL BE CONSIDERED A VIOLATION OF THE ABOVE REFERENCED PERMIT AND THE TOWN OF LOS GATOS STORMWATER ORDINANCE.

TOWN OF LOS GATOS NPDES NOTES

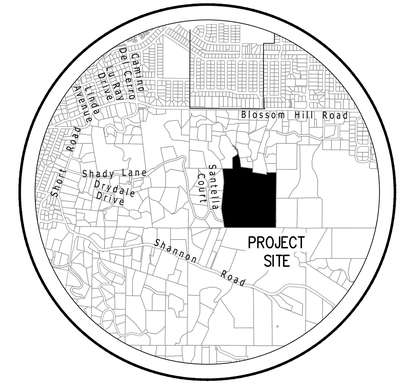
1. SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON SITE USING STRUCTURAL CONTROLS AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
2. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
3. APPROPRIATE BEST MANAGEMENT PRACTICES (BMPS) FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILL OR RESIDES SHALL BE IMPLEMENTED TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF AS REQUIRED BY THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT.
4. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR TO THE LOCAL STORM DRAIN SYSTEM.
5. ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES (BMPS) AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
6. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
7. CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTE OR POLLUTANTS OFF OF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED EXCEPT AS AUTHORIZED BY AN INDIVIDUAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT OR THE STATEWIDE GENERAL CONSTRUCTION STORMWATER PERMIT. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATABLE WASTES; WASTES FROM ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; WASTES FROM STREET CLEANING; AND SUPERCHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
8. DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING GROUNDWATER THAT HAS INFILTRATED INTO THE CONSTRUCTION SITE IS PROHIBITED. DISCHARGING OF CONTAMINATED SOILS VIA SURFACE EROSION IS ALSO PROHIBITED. DISCHARGING NON-CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING ACTIVITIES REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

GENERAL NOTES

1. PROPERTY ADDRESS: TERRACE COURT
2. PROPERTY OWNER: JIM STEPANIAN; EMERALD LAKE INVESTMENTS
3. ASSESSORS PARCEL NUMBER: 527-12-005
4. SITE AREA: 153,898 sq. ft. / 3.53 acres
5. APPLICANT/DEVELOPER:
6. CONSULTANTS:
7. WATER SUPPLY: SAN JOSE WATER COMPANY
8. SANITARY SEWER DISPOSAL: WEST VALLEY SANITATION DISTRICT
9. GAS AND ELECTRIC: PACIFIC GAS & ELECTRIC COMPANY
10. TELEPHONE: FRONTIER
11. CABLE: COMCAST
12. STORM DRAIN: TOWN OF LOS GATOS
13. FIRE PROTECTION: SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT
14. DATUM:
15. BASIS OF BEARINGS:
    THE BEARINGS AND DISTANCES ARE BASED ON THE MAP RECORDED AS "REVISION TO ACREAGE" TRACT NO. 4432-A; PUERTA DEL MONTE - UNIT NO. ONE"; IN BOOK 311 OF MAPS, PAGES 45 AND 46 ON NOVEMBER 9TH, 1972. RECORDS OF SANTA CLARA COUNTY.
16. BENCHMARK INFORMATION:
    BENCHMARK ID: LG28
    BENCHMARK ELEVATION: 617.51 FEET
    ORGANIZATION: TOWN OF LOS GATOS

    DESCRIPTION: SET BRASS DISK IN MONUMENT WELL STAMPED "LG28"; AT 0.4 MILES SOUTH OF BLOSSOM HILL ROAD ON FRANCIS OAKS WAY. NOTE: THIS MAP WAS PREPARED USING COMPUTER ASSISTED, PHOTOGRAMMETRIC METHODS BY HJW GEOSPATIAL, INC., IN OAKLAND, CALIFORNIA. IN AREAS OF DENSE VEGETATION, ACCURACY OF CONTOURS MAY DEVIATE FROM ACCEPTED ACCURACY STANDARDS. THE GRID IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III, NAD 1983. ELEVATIONS ARE BASED ON NGVD 1929. CONTROL SURVEY PERFORMED BY SILICON VALLEY LAND SURVEYING, INC., SAN JOSE, CA.
17. FLOODZONE STATEMENT:
    COMMUNITY PANEL NUMBER: 06085C0381H
    MAP REVISED: MAY 18, 2009
    PROJECT IS LOCATED IN ZONE X

    ZONE X
    AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.



VICINITY MAP

SHEET INDEX

1	TOWN NOTES, PROJECT DATA, LEGEND & ABBREVIATIONS
2	BLUEPRINT FOR A CLEAN BAY SHEET
3	SITE PLAN
4	SECONDARY ACCESS ROAD - PLAN & PROFILE
5	SECONDARY ACCESS ROAD - PLAN & PROFILE (TRACT 10468)

TABLE OF PROPOSED PERVIOUS AND IMPERVIOUS AREAS

TOTAL SITE AREA: 1,568,378 SF	TOTAL SITE AREA DISTURBED: 3,200 SF *(INCLUDING CLEARING, GRADING OR EXCAVATING)*			
	EXISTING AREA (SF)	PROPOSED AREA (SF)		TOTAL AREA POST-PROJECT (SF)
		REPLACED	NEW	
IMPERVIOUS AREA	0		3,000	3,000
TOTAL NEW & REPLACED IMPERVIOUS AREA			3,000	
PERVIOUS AREA	153,898			150,898

TABLE OF PROPOSED EARTHWORK QUANTITIES

AREA DESCRIPTION	CUT (CY)	MAX CUT HEIGHT (SF)	FILL (CY)	MAX FILL DEPTH (SF)	IMPORT/ EXPORT (CY)
SECONDARY ROAD	±376	±2.6	±8	±1.7	±368
TOTAL	±376		±8		±368

LEGEND

EXISTING	PROPOSED	
450	450	CONTOUR ELEVATION
(W)	(W)	WATER MAIN
(SD)	(SD)	STORM DRAIN
(SS)	(SS)	SANITARY SEWER
		ELECTROLIER
		FLOW DIRECTION
		DROP INLET
		MANHOLE
		CURB INLET
		WATER METER
		FIRE HYDRANT
		WATER VALVE
		SIDEWALK
		VERTICAL CURB
		CURB & GUTTER
		JOINT TRENCH
		RETAINING WALL
	SS	SEWER LATERAL
		TREE TO BE REMOVED
	MON	MONUMENT
		ROCK RIP-RAP
		TRAIL PATH
		EASEMENT LINE

(length) LF (size) SD @ S=(grade)

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

ABBREVIATIONS

AB	AGGREGATE BASE	G	GAS	RCP	REINFORCED CONCRETE PIPE
AC	ASPHALT CONCRETE	GA	GAUGE	RIM	RIM ELEVATION
AD	AREA DRAIN	GB	GRADE BREAK	R/W	RIGHT-OF-WAY
ARV	AIR RELEASE VALVE	GM	GAS METER	(S)	SOUTH
BC	BACK OF CURB	GS	GAS SERVICE	S	SLOPE
BFP	BACKFLOW PREVENTER	HDPE	HIGH-DENSITY POLYETHYLENE	SCC	SANTA CLARA COUNTY
BW	BOTTOM OF WALL	HP	HIGH POINT	SCCFD	SANTA CLARA COUNTY FIRE DEPARTMENT
CATV	CABLE TELEVISION	IEE	INGRESS/EGRESS EASEMENT	SD	STORM DRAIN
CB	CATCH BASIN	IN	INCH	SDCO	STORM DRAIN CLEANOUT
CFS	CUBIC FEET PER SECOND	INV	INVERT ELEVATION	SDE	STORM DRAIN EASEMENT
C/L	CENTERLINE	LAT	LATERAL	SDMH	STORM DRAIN MANHOLE
CMP	CORRUGATED METAL PIPE	LG	LIP OF GUTTER	SDR	STANDARD DIMENSION RATIO
CO	CLEANOUT	LP	LOW POINT	SF	SQUARE FEET
CY	CUBIC YARD	MAX	MAXIMUM	SJWC	SAN JOSE WATER COMPANY
DCVA	DOUBLE CHECK VALVE ASSEMBLY	MH	MANHOLE	SS	SANITARY SEWER
DI	DROP INLET	MIN	MINIMUM	SSCO	SANITARY SEWER CLEANOUT
DIA	DIAMETER	MPH	MILES PER HOUR	SSE	SANITARY SEWER EASEMENT
DIP	DUCTILE IRON PIPE	(N)	NORTH	SSMH	SANITARY SEWER MANHOLE
DWY	DRIVEWAY	N.T.S.	NOT TO SCALE	STD	STANDARD
(E)	EAST	O.C.	ON CENTER	S/W	SIDEWALK
EG	EXISTING GRADE	O.D.	OUTSIDE DIAMETER	TC	TOP OF CURB
ELEC	ELECTRICAL	PAD	PAD ELEVATION	TELE	TELEPHONE
EP	EDGE OF PATH	PCC	PORTLAND CEMENT CONCRETE	TLG	TOWN OF LOS GATOS
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	PERF	PERFORATED	TW	TOP OF WALL
EX	EXISTING	PG&E	PACIFIC GAS & ELECTRIC COMPANY	TYP	TYPICAL
FC	FACE OF CURB	PIEE	PRIVATE INGRESS/EGRESS EASEMENT	VCP	VITRIFIED CLAY PIPE
FDC	FIRE DEPARTMENT CONNECTION	PL	PROPERTY LINE	(W)	WEST
FF	FINISHED FLOOR ELEVATION	PR	PROPOSED	W	WATER
FG	FINISHED GRADE	PSDE	PRIVATE STORM DRAIN EASEMENT	WM	WATER METER
FH	FIRE HYDRANT	PSE	PUBLIC SERVICE EASEMENT	WS	WATER SERVICE
FL	FLOW LINE	PSSE	PRIVATE SANITARY SEWER EASEMENT	WV	WATER VALVE
FM	FORCED MAIN	PUE	PUBLIC UTILITY EASEMENT	WVSD	WEST VALLEY SANITATION DISTRICT
FS	FIRE SERVICE	PVC	POLYVINYL CHLORIDE	XING	CROSSING
FT	FEET	R	RADIUS		

REGISTERED PROFESSIONAL ENGINEER
AMANDA JOY MUSTAFA RUIZ
NO. 69278
CIVIL
STATE OF CALIFORNIA

DATE:	AUGUST 9, 2023
SCALE:	NONE
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	XX
PROJECT NO.:	16049

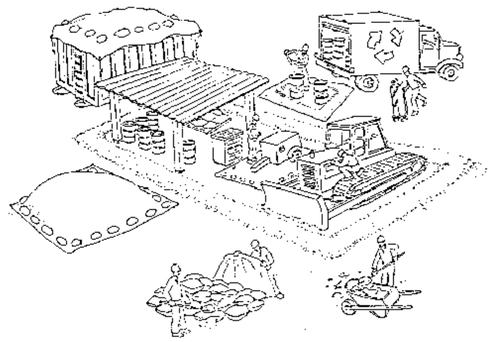
GRADING AND DRAINAGE PLANS
TRACT NO. 10537 - LA TERR CT - LOT 3 - APN 527-12-005
TOWN NOTES, PROJECT DATA, LEGEND & ABBREVIATIONS
GRADING PERMIT APPLICATION NO. GR19-375
PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST 1970
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173 • FAX (408) 842-3662
EMAIL: ENGINEERING @ HANNABRUNETTI.COM

DATE	BY	REVISIONS

SHEET 1 OF 5

Pollution Prevention — It's Part of the Plan



Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines will ensure your compliance with local ordinance requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt, and similar materials must be stored at least 10 feet from catch basins, and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water!
- ✓ Recycle all asphalt, concrete, and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly.

Hazardous materials management

- ✓ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, state, and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- ✓ Report any hazardous materials spills immediately! Dial 911 or your local emergency response number.

Vehicle and equipment maintenance & cleaning

- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains, or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork & contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use hay bales, silt fences, or other control measures to minimize the flow of silt off the site.

- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- ✓ Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- ✓ If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place hay bales down-slope until soil is secure.
- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call your local fire department for help in determining what testing should be done.
- ✓ Manage disposal of contaminated soil according to Fire Department instructions.

Dewatering operations

- ✓ Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- ✓ Be sure to call your city's storm drain inspector before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the city inspector to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, hay bales, sand bags, or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work

- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches, and drainage courses with hay bales, sand bags, or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- ✓ Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- ✓ Be sure to store concrete, grout, and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.

- ✓ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off site.

Painting

- ✓ Never rinse paint brushes or materials in a gutter or street!
- ✓ Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Bay Area Stormwater Management Agencies Association (BASMAA)
1-888-BAYWISE

Storm drain polluters may be liable for fines of up to $10,000 per day!

APN 527-12-003
LOT 1

APN 527-12-004
LOT 2

APN 527-12-007
LOT 5

PROPOSED SECONDARY
ACCESS ROAD

PRIVATE INGRESS & EGRESS EASEMENT
PUBLIC SERVICE EASEMENT
EMERGENCY VEHICLE ACCESS EASEMENT
PER BOOK 938 OF MAPS AT PAGES 29-39

APN 824-12-011
PARCEL A

S89° 59' 15"E 1128.12

EXISTING 20' ACCESS ROAD
LA TERRA COURT
PRIVATE STREET

APN 527-12-005
LOT 3

PRIVATE INGRESS & EGRESS EASEMENT
PUBLIC SERVICE EASEMENT
EMERGENCY VEHICLE ACCESS EASEMENT
PER BOOK 938 OF MAPS AT PAGES 29-39

APN 527-12-006
LOT 4

EXISTING 20' ACCESS ROAD

APN 527-12-008
LOT 6

EXISTING 20' DRIVEWAY TO LOTS 7 & 8

S05° 09' 49"W 607.50

S09° 32' 40"E 429.80

SANTELLA DR
PUBLIC STREET

Dense Trees

DENSE TREES

Pool

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
AMANDA JOY MUSTAFA
NO. 69278
CIVIL
STATE OF CALIFORNIA

DATE:	AUGUST 9, 2023
SCALE:	1"=40'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	XX
PROJECT NO.:	16049

GRADING AND DRAINAGE PLANS
GRADING PERMIT APPLICATION NO. GR19-375

TRACT NO. 10537 - LA TERRA CT - LOT 3 - APN 527-12-005
SECONDARY ACCESS ROAD

PARKS AND PUBLIC WORKS DEPARTMENT
TOWN OF LOS GATOS

HANNA-BRUNETTI EST. 1978
CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS
7651 EIGLEBERRY STREET • GILROY • 95020 • CALIFORNIA
OFFICE (408) 842-2173 • FAX (408) 842-3662
EMAIL: ENGINEERING@HANNABRUNETTI.COM

REVISIONS	BY	DATE

SHEET 3 OF 5

HB JOB NO. 16049

REV.: SEPT. 2016

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

APN 527-12-005
TRACT NO. 10537
938 M 29-39
LOT 3

102.4' SCENIC EASEMENT

EXISTING WATER TANK
PARCEL A
APN 527-12-011

DENSE TREES

EX FENCE LINE

EX GATE & FENCE TO BE REMOVED

NEW GATE & FENCE

EX TREE TO BE REMOVED

EX FENCING

EXISTING AC BERM

EXISTING CURB & GUTTER

EXISTING VERTICAL CURB

CONFORM TO EX PAVEMENT

CONFORM TO EX AC BERM

CONFORM TO EXISTING CURB CUT

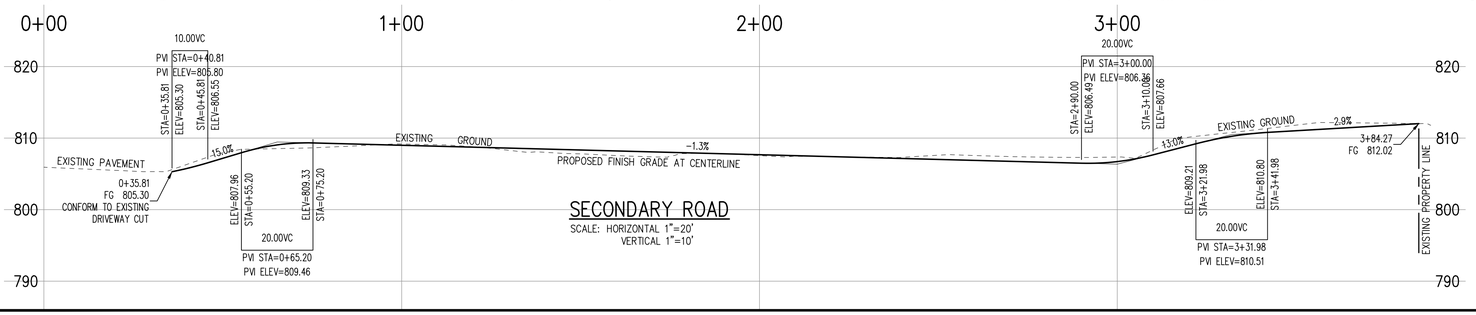
2:1 SLOPE OR FLATTER TYPICAL

PRIVATE INGRESS/EGRESS EASEMENT
PUBLIC SERVICE EASEMENT
EMERGENCY VEHICLE ACCESS EASEMENT
PER 938 M 29-39

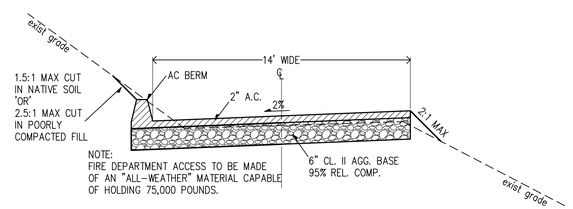
LA TERRA COURT
PRIVATE STREET

APN 527-12-005
TRACT NO. 10537
938 M 29-39
LOT 3

PRELIMINARY PLANS
NOT FOR CONSTRUCTION



SECONDARY ROAD
SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=10'



TYPICAL 16' SECONDARY ROAD
NO SCALE

REGISTERED PROFESSIONAL ENGINEER
AMANDA JOY MUST-KRUEZ
NO. 69278
CIVIL
STATE OF CALIFORNIA

DATE:	AUGUST 9, 2023
SCALE:	H 1"=20'; V 1"=10'
DESIGN:	AM
DRAWN:	TM
CHECK:	XX
ENGR:	XX
PROJECT NO.:	16049

GRADING AND DRAINAGE PLANS

TRACT NO. 10537 - LA TERRA CT - LOT 3 - APN 527-12-005
SECONDARY ROAD - PLAN & PROFILE

GRADING PERMIT APPLICATION NO. GR19-375

PARKS AND PUBLIC WORKS DEPARTMENT

TOWN OF LOS GATOS

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OFFICE (408) 842-2173 • FAX (408) 842-3862
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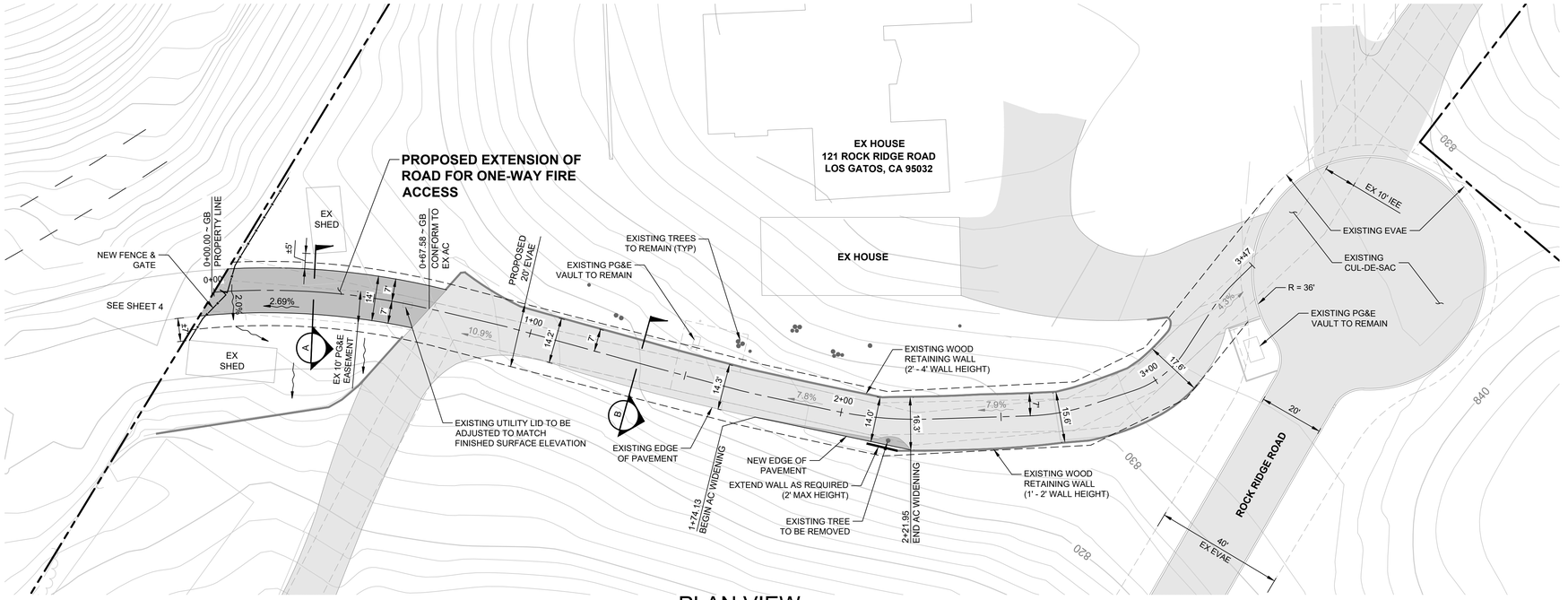
BY	DATE	REVISIONS

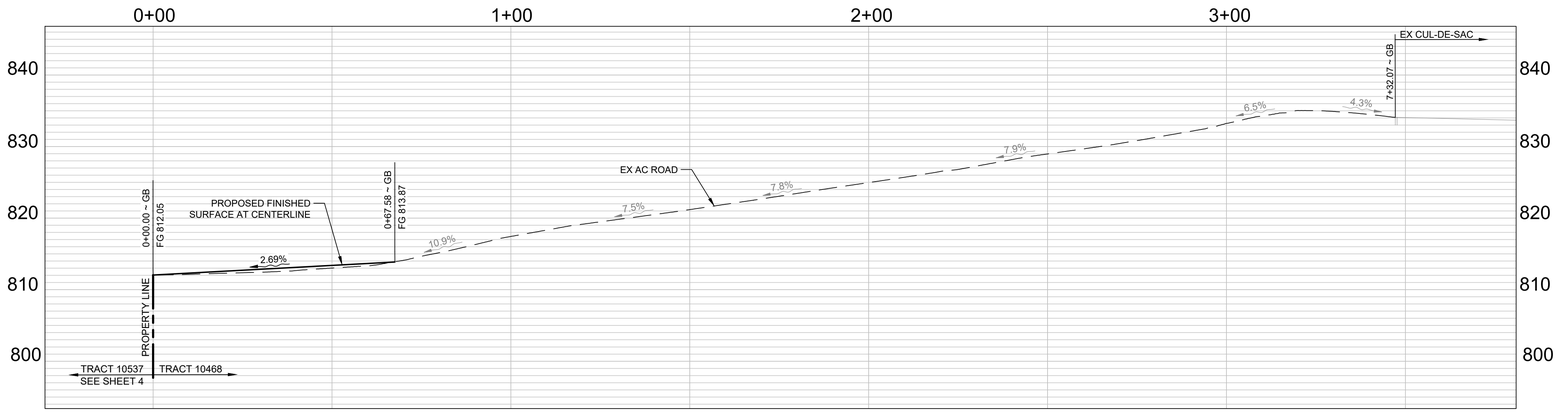
SHEET 4 OF 5

REV.: SEPT. 2016

HB JOB NO. 16049

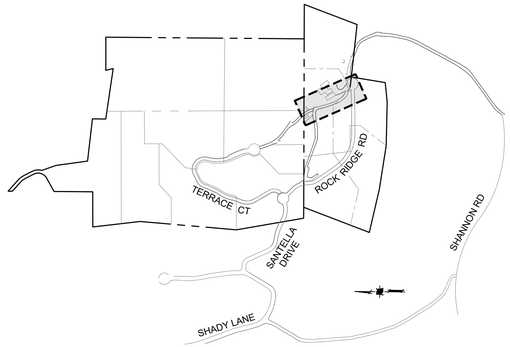


PLAN VIEW
1" = 20'



PROFILE VIEW
H: 1" = 20' ; V: 1" = 10'

0 10 20 40
1 INCH = 20 FEET

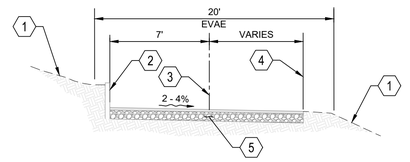


KEY MAP

LEGEND

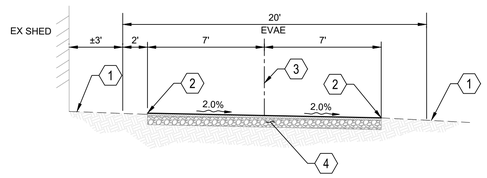
	PROPOSED	EXISTING
DIRECTION OF SURFACE DRAINAGE		
SLOPE	2:1 MAX	
PROPERTY LINE		
EASEMENT		
WOOD RETAINING WALL		
AC PAVEMENT		

NOTES:
1. EXISTING GROUND
2. EXISTING WOOD RETAINING WALL (±2.5' HEIGHT)
3. STATION LINE
4. EDGE OF EXISTING PAVEMENT
5. EXISTING PAVEMENT



B SECTION EXISTING ROAD
N.T.S.

NOTES:
1. EXISTING GROUND
2. EDGE OF PAVEMENT
3. STATION LINE/CENTERLINE
4. FINAL STRUCTURAL SECTION TO BE DETERMINED AFTER FINAL R-VALUE TESTING IN FIELD



A SECTION ROAD EXTENSION
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
JOEY L. COVEY
No. 85020
CIVIL
STATE OF CALIFORNIA

DATE:	MARCH 2023
SCALE:	AS SHOWN
DESIGN:	JLC
DRAWN:	JLC
CHECK:	DW
ENGR:	DW
PROJECT NO.:	4130.50

GRADING AND DRAINAGE PLANS - TRACTS 10468 & 10537
SECONDARY ACCESS ROAD - PLAN & PROFILE (TRACT 10468)

GRADING PERMIT APPLICATION NO. GR

PARKS AND PUBLIC WORKS DEPARTMENT

TOWN OF LOS GATOS

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance
HMH
1570 Oakland Road
San Jose, CA 95131
(408) 487-2200
HMHca.com

DATE	REVISIONS

SHEET 5 OF 5

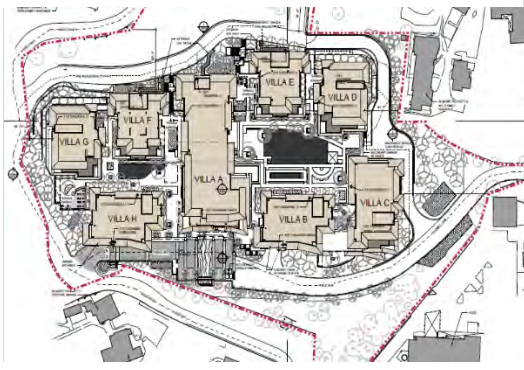
Final EIR

110 Wood Road – Los Gatos Meadows Senior Living Community

Planned Development Application PD-20-001

SCH# 2021020007

August 26, 2021



Prepared by

EMC Planning Group

FINAL EIR

110 WOOD ROAD – LOS GATOS MEADOWS SENIOR LIVING COMMUNITY

Planned Development Application PD-20-001

SCH #2021020007

PREPARED FOR

Town of Los Gatos

Sean Mullin, AICP, Associate Planner

110 E. Main Street

Los Gatos, CA 95030

Tel 408.354.6823

PREPARED BY

EMC Planning Group Inc.

301 Lighthouse Avenue, Suite C

Monterey, CA 93940

Tel 831.649.1799

Fax 831.649.8399

Teri Wissler Adam, Senior Principal

wissler@emcplanning.com

www.emcplanning.com

August 26, 2021

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TABLE OF CONTENTS

1.0 INTRODUCTION 1-1

2.0 COMMENTS ON THE DRAFT EIR 2-1

2.1 CEQA Requirements 2-1

2.2 Written Comments on the Draft EIR and Responses to Comments 2-1

3.0 CHANGES TO THE DRAFT EIR 3-1

3.1 CEQA Requirements 3-1

3.2 Changes to Project Description (Section 4.0) 3-1

3.3 Changes to Cultural Resources (Section 8.0) 3-2

3.4 Changes to Wildfire Hazards (Section 12.0) 3-2

4.0 REVISED SUMMARY 4-1

4.1 Proposed Project Summary 4-1

4.2 Summary of Significant Impacts and Mitigation Measures 4-2

4.3 Summary of Alternatives 4-2

4.4 Areas of Known Controversy 4-2

4.5 Issues to be Resolved 4-3

5.0 MITIGATION MONITORING AND REPORTING PROGRAM 5-1

5.1 Introduction 5-1

5.2 Monitoring Program 5-1

5.3 Monitoring Program Procedures 5-1

Figures

Figure 4-1 Site Plan 3-5

Tables

Table 4-1 Summary of Significant Impacts and Mitigation Measures 4-4

Table 5-1 Mitigation Monitoring and Reporting Program..... 5-3

1.0 Introduction

The Town of Los Gatos (hereinafter "the Town"), acting as the lead agency, determined that the 110 Wood Road – Los Gatos Meadows Senior Living Community (hereinafter "proposed project") might result in significant adverse environmental effects, as defined by the California Environmental Quality Act (CEQA) Guidelines section 15064. Therefore, the Town had a draft environmental impact report (EIR) prepared to evaluate the potentially significant adverse environmental impacts of the proposed project. The draft EIR was circulated for public review from May 28, 2021 to July 12, 2021 and public comment was received. A Town Planning Commission hearing was held on June 23, 2021 to accept public comment. CEQA Guidelines section 15200 indicates that the purposes of the public review process include sharing expertise, disclosing agency analysis, checking for accuracy, detecting omissions, discovering public concerns, and soliciting counter proposals.

This final EIR has been prepared to address comments received during the public review period and, together with the draft EIR, constitutes the complete 110 Wood Road – Los Gatos Meadows Senior Living Community EIR. This final EIR is organized into the following sections:

- Section 1 contains an introduction to this final EIR.
- Section 2 contains written comments on the draft EIR and the responses to those comments.
- Section 3 contains changes to the draft EIR.
- Section 4 contains a revised summary section.
- Section 5 contains the mitigation monitoring and reporting program.

This side intentionally left blank.

2.0 Comments on the Draft EIR

2.1 CEQA Requirements

CEQA Guidelines section 15132(c) requires that the final EIR contain a list of persons, organizations, and public agencies that have commented on the draft EIR. A list of the correspondence received during the public review period is presented below.

CEQA Guidelines sections 15132(b) and 15132(d) require that the final EIR contain the comments that raise significant environmental points in the review and consultation process, and written response to those comments be provided. A copy of each comment letter or other form of correspondence received during the public review period is provided. The number of each letter is included at the top of the first page of each letter. Numbers inserted along the margin of each comment letter identify individual comments for which a response is provided. Responses corresponding to the numbered comments are presented immediately following each letter.

Where required, revisions have been made to the text or graphics of the draft EIR. Comments that trigger changes to the draft EIR are so noted as part of the response. Revisions to the draft EIR are included in Section 3.0, Revisions to the Draft EIR.

2.2 Written Comments on the Draft EIR and Responses to Comments

The following written correspondence that included comments on the draft EIR was received during the 45-day public review period:

1. Santa Clara County Department of Environmental Health, e-mail dated July 9, 2021;
2. Francesco J. Rockwood, Rockwood Pacific (applicant), letter (via e-mail) dated July 9, 2021;
3. Julie Southern, e-mail dated July 11, 2021;
4. Andrew Ghofrani, e-mail dated July 11, 2021; and
5. Justin S. Draa, Esq., e-mail dated July 12, 2021.

Copies of these letters, and responses to environmental comments in these letters, are provided on the following pages.

Stuart Poulter

From: Estes, Peter <Peter.Estes@cep.sccgov.org>
Sent: Friday, July 9, 2021 4:42 PM
To: Sean Mullin
Cc: Haghighi, Darius
Subject: 110 Wood Road (APN 510-47-038)

Hi

I am responding to the proposed planned development at 110 Wood Road, Los Gatos. Planned Development Application PD-20-001

1. The project appears to be in the West Valley Sanitation District. No septic permits have been found for the site. If during construction a septic tank is found, a septic tank abandonment permit must be obtained.

Peter Estes, REHS
Registered Environmental Health Specialist
County of Santa Clara
Department of Environmental Health
1555 Berger Drive Suite #300
San Jose CA 95112
(408)918-3441 - Phone
(408) 258-5891 – Fax
www.ehinfo.org

For Onsite Wastewater Treatment Systems Manual and application,
Go to: www.ehinfo.org/wastewater Or click here

For Drinking Water and Wells Information and applications,
Go to: www.ehinfo.org/drinkingwater Or click here

For more information on FREE COVID-19 Testing visit: http://sccfreetest.org

To express a complaint or concern about an organization visit: http://sccCOVIDconcerns.org

For More Information on Environmental Health Guidance for Coronavirus visit us at: http://EHinfo.org/coronavirus

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Response to Letter #1 from Santa Clara County Department of Environmental Health

1. This comment is acknowledged. No septic permits have been found for the site. However, if during construction a septic tank is found, a septic tank abandonment permit will be obtained by the applicant from Santa Clara County Department of Environmental Health.

Rockwood Pacific

VIA EMAIL

July 9, 2021

Mr. Sean Mullin, AICP, Associate Planner
Town of Los Gatos
Community Development Department
110 E. Main Street
Los Gatos, CA 95030

RE: 110 Wood Road-Los Gatos Meadows
Senior Living Community Draft EIR Comments

Dear Sean:

Thank you for the opportunity to provide Covia's comments on the Town's Draft EIR for 110 Wood Road-Los Gatos Meadows Senior Living Community prepared by EMC Planning Group, Inc. May 2021. We have reviewed the Draft EIR and appreciate the level of effort and analysis that has contributed to its preparation. While we have found the analysis generally accurate, we do offer the following information for the Town's record regarding the infeasibility of Alternative 3 and a few additional comments and/or corrections for the Town's consideration in preparation of the Final EIR:

1. Alternative 3 – Reduced Scale - Removal of Villas B and C from Proposed Site Plan

The Town correctly included a reduced project alternative in the EIR to reveal the manner in which a smaller project could reduce the proposed project's significant environmental effects. CEQA requires the Town to have undertaken this evaluation even where a proposed project will have no significant impacts after mitigation, and the EIR's analysis is appropriate.

By contrast, at the project approval stage, the CEQA lead agency need not select the reduced project alternative and instead can choose to reduce the project's impacts through mitigation measures. In fact, where a project's significant impacts will be mitigated to a less-than-significant level, an agency may approve the project without the need for making findings on the feasibility of the EIR's alternatives. In Laurel Hills Homeowners Ass'n v. City Council (1978) 83 Cal. App. 3d 515, the court noted that mitigation measures and project alternatives are discussed by CEQA in the alternative; accordingly, the court concluded that CEQA does not mandate the choice of the environmentally superior alternative if, through mitigation measures alone, the agency has reduced the project's environmental effects to an acceptable level.

1. cont.'d While the Town will not need to adopt CEQA findings demonstrating that Alternative 3 is infeasible, we nevertheless submit the following comments to explain why we believe the Alternative should not be approved in lieu of the proposed project.

- Page 2-2, Section 2.4 Summary of Alternatives and Page 16-5, Section 16.4, Page 16-10, Alternative 3 Reduced Scale-Removal of Villas B and C from Proposed Site Plan.

  - This alternative is described as removing approximately 98,374 square feet of floor space in Villas B and C, including approximately 26,000 square feet of floor space from the grade level which includes a substantial portion of the health center. A critical and central objective of the project is to rebuild and maintain its existing use category, namely, to remain as a Life Plan Community (formerly known as Continuing Retirement Communities or CCRCs). A critical element of a Life Plan Community is the health center function. We are proposing to decrease our health center from 38 skilled nursing beds to just 17 supporting care units, which is the number of supporting care units that are necessary to serve the needs of the community. It would not be possible to meet the on-going and end of life care needs of our residents with the remaining area left after removal of Villas B and C. Accordingly, it is our position that a Life Plan Community would not be feasible without the portion of the health center located in Villas B and C.
  - This alternative also is described as reducing the number of living units by 49 units. Under CEQA, the lead agency may not reduce the number of housing units to reduce project impacts if another specific mitigation measure is available that will provide a comparable level of mitigation. Here, the mitigation measures identified in the Draft EIR will reduce the project's impacts to a less-than-significant level; the Town should not reduce the number of living units to reduce project impacts.

2. Additional Comments

The following additional comments are provided to ensure that the EIR is consistent with the project plans. None of the requested changes would be expected to result in a new or more significant adverse impact on the environment compared to the impacts disclosed by the Draft EIR.

a. • Page 4-6, Project Description, Access and Circulation. This section should be updated to reflect the loop road (and full fire circulation access) identified on the (revised) site plan to provide for enhanced fire response and circulation. Refer to Sheet C102, dated 06-04-2021.

b. • Page 4-9, Stormwater Management. The impervious surface area should be revised to 9,300 square feet as the inclusion of the fire loop road has increased the amount of stormwater runoff, though impacts remain less than significant. The rest of the text remains the same, and the conclusions do not change.

c. • Figure 4-1, Site Plan. This section should be updated to reflect the current preliminary site plan on file, and inclusion of the fire loop road.

d. • Page 7-34, Mitigation Measure 7-5a. The measure requires a minimum 10-foot setback from a site drainage feature during tree removal, demolition and construction activities. If this setback cannot be achieved, Mitigation Measure 7-5b requires jurisdictional

2. cont.'d

determinations by USACE, RWQCB and CDFW, applicable permitting by these agencies and compensatory mitigation. We have asked our project design team to confirm that a 10-foot setback will be achievable, which would ensure mitigation without the need for the additional steps described in Mitigation Measure 7-5b. We will provide this supplementary information prior to the Town's consideration of project approval.

e. • Page 8-7, Impact 8-2. The conclusion on page 8-7 indicates "less than significant" (potential destruction of a unique Paleontological resource or site during construction). This statement is reiterated on page 8-8 under the "Conclusion". However, we believe the correct statement is "less than significant with mitigation" based on the analysis on pages 8-7 and 8-8 and as required by Mitigation Measure 8-2.

f. • Page 12-10, Installation or Maintenance of Associated Infrastructure…". First paragraph under Impact 12-3, please revise to reflect accurate accessibility as follows:

i. o "The project site would be accessible at the southeast and southwest boundaries of the development via two existing driveways from Wood Road, which are proposed to be widened to 26 feet, and a widened 20-foot access (Farwell Lane)…"

ii. o In this same paragraph, please correct project sheets to include C.108, C108.1 and C108.2. Delete reference to sheet C108.3.

iii. o Page 12-11, revise first full sentence to note that the existing fire hydrant is "west", not "east" of the project site.

iv. o Page 12-11, third full sentence. This is not a correct statement. No improvements to the fire flow system are needed. Based on review of the system by San Jose Water, fire flow is adequate to meet fire-fighting capabilities at and around the project site.

Respectively,

ROCKWOOD PACIFIC INC.

By:

Name: Francesco J. Rockwood
Title: President

Response to Letter #2 from Francesco J. Rockwood, Rockwood Pacific (applicant)

1. Alternative 3 – Reduced Scale – Removal of Villas B and C from Proposed Site Plan. This comment is acknowledged. The applicant provides information regarding CEQA requirements, but does not raise an environmental issue. Town Council will consider the applicant's comments on alternatives when certifying the EIR and considering project approval. No changes to the Draft EIR are required.

2. Additional Comments

Note: Corrections requested by applicant are based on revised site plan set (dated July 27, 2021) that was submitted to the Town after the release of the Draft EIR. The Draft EIR analysis is based on a plan set dated October 13, 2020.

a. Bullet one (Page 4-6, Project Description under "Access and Circulation"). For clarification, the word "loop" has been added to the Project Description to describe the emergency fire access road. See Section 3.0, Changes to the Draft EIR.

b. Bullet two (Page 4-9, Project Description under "Stormwater Management"). The total impervious surface area has been revised to reflect impervious surface calculations found on Sheet C105 from the July 27, 2021 plan set and independently calculated by Town staff. Development of the project as proposed would result in a net increase in impervious surface area of approximately 8,877 square feet. See Section 3.0, Changes to the Draft EIR.

c. Bullet three (Project Description, Figure 4-1, Site Plan). Figure 4-1, Site Plan, has been updated to reflect the most recent version of the site plan, dated July 27, 2021, Sheet A001, prepared by Perkins Eastman (see Section 3.0, Changes to the Draft EIR).

d. Bullet four (Page 7-34, Biological Resources, Mitigation Measure 7-5a). This comment is acknowledged. Town staff will review supplementary information regarding possible jurisdictional determination of site drainage feature if/when submitted by the applicant's biologist. No changes to the Draft EIR are required.

e. Bullet five (Page 8-7, Cultural Resources, Impact 8-2). "With Mitigation" was originally omitted from Impact Statement 8-2. This language has been added to Impact Statement 8-2 (see Section 3.0, Changes to the Draft EIR).

f. Bullet six (Page 12-10, Wildfire Hazards under "Installation or Maintenance of Associated Infrastructure").

i. Requested language added to first paragraph under Impact 12-3 to clarify access points and roadway widths (see Section 3.0, Changes to the Draft EIR).

ii. Reference to plan sheet page numbers C108, C108.1, and C108.2 have been updated to reflect the sheet sequence of most recent plan set submittal to the Town dated July 27, 2021. See Section 3.0, Changes to the Draft EIR.

iii. Revision made to location of existing fire hydrant (west of Wood Road; not east). See Section 3.0, Changes to the Draft EIR.

iv. Santa Clara County Fire Department required during their review of the project that the applicant "provide public fire hydrant(s) at location(s) to be determined jointly by the Fire Department and San Jose Water Company. Maximum hydrant spacing shall be 500 feet, with a minimum single hydrant flow of 1500 gallons per minute (GPM) at 20 pounds per square inch (psi), residual." The San Jose Water Co. analysis letter (dated January 11, 2021) states the location of the hydrant identified in the analysis only has 650 GPM at 20 psi. Therefore, Town staff have requested that the applicant make improvements necessary to provide adequate single hydrant flow. Santa Clara County Fire will provide final sign-off of project plans to ensure that fire flow at fire hydrant locations are adequate to service the project site. No changes to the Draft EIR are required.

Stuart Poulter

From: Julie Southern <jarsouthern@gmail.com>
Sent: Sunday, July 11, 2021 12:48 PM
To: Sean Mullin
Cc: csouthern6@gmail.com; Matthew Southern
Subject: 110 Wood Road, EIR for the Meadows

Hello Sean Mullin
I live at 135 Wood Road, and am neighbors of the Meadows. I think , and have always thought, the project is an improvement to what was there.
My concerns, as they have always been:

1. - the closure of the road that let's out onto Broadway (why remove access?)
2. - the increased traffic on Wood, especially if the closure of the Broadway road goes thru
3. - and the speed of the traffic coming off 17 seems to have gotten worse over the years (I have been here over 30 years, so I do have some perspective)

4. Recently I have also become aware that the increased height will possibly block my view (as well as several neighbors). Though that is not necessarily part of the EIR, I still voice it here.

I look forward to the progress on the matter.
Thank you and regards,
Julie Southern
135 Wood Road
Los Gatos, CA 95030
cell 408.315.9747

Response to Letter #3 from Julie Southern

1. As noted in Section 3.0, Project Description, of the Draft EIR, the closure of the connection to Broadway via Farwell Lane is intended to improve the integration of the site with the broader Los Gatos Community by closing Farwell Lane to through traffic and transitioning Farwell Lane from Los Gatos Meadows to Broadway into a naturally landscaped, pedestrian-friendly connection to Downtown Los Gatos. The connection would also serve as the fixed route for an autonomous vehicle connection from the main entrance to the Broadway frontage and would continue to serve as a fire access to the Santa Clara County Fire Department. As identified in the initial study prepared with the Notice of Preparation for the proposed project (Appendix A of the Draft EIR), access and circulation on the project site would be designed to adhere to the Town of Los Gatos design guidelines and standards and would be subject to approval by the Town of Los Gatos Public Works Department and Santa Clara County Fire Department. This would ensure that the proposed project is adequately designed to minimize hazards associated with design of this connection. Therefore, the proposed project would not result in inadequate emergency access as a result of closing the connection to Broadway via Farwell Lane. No changes to the Draft EIR are required.
2. As noted in Section 13.0, Effects Not Address in the EIR (under "Transportation") of the draft EIR, the proposed project would result in a less-than-significant impact as the project would be projected to result in a net increase in 10 vehicle trips per day (from 708 when the existing senior community was operating to 718 daily trips under proposed project conditions), which is considerably less than the screening threshold of 110 vehicle trips per day as established by the *Office of Planning and Research 's Technical Advisory on Evaluating Transportation Impacts in CEQA* (2018). Therefore, the increase in traffic on Wood Road would not be considered significant when comparing the proposed project to the existing senior living community. No changes to the Draft EIR are required.
3. Speed of traffic coming off Highway 17 along Santa Cruz Avenue is not an environmental effect of the proposed project. Therefore, no response is required. No changes to the Draft EIR are required.
4. See response to Letter #4 regarding CEQA requirements for analyzing aesthetic impacts to public versus private vantage points. No changes to the Draft EIR are required.

Stuart Poulter

From: Andrew Ghofrani <aghofrani@yahoo.com>
Sent: Sunday, July 11, 2021 1:28 PM
To: Sean Mullin
Cc: Andrew Ghofrani; Feri Ghofrani; Keya Ghofrani
Subject: 110 Wood Rd EIR comment

Dear Sean,

Please see below excerpts from EIR with some of my questions and comments in red. Plz address my question add it to your records.

Thank you
Andy Ghofrani P.E.
408-823-1247

AREAS OF KNOWN CONTROVERSY
CEQA Guidelines section 15123, Summary, requires a discussion of areas of controversy known to the lead agency including issues raised by agencies and the public. The Town is aware of general public concern about possible visual impacts as a result of the proposed project and has requested the applicant actively work with the public to address concerns. Only two comments on the notice of preparation were received by public agencies, are included in Appendix A, and are summarized below:

1. AG comment- No impact is shown in the summary or tables- As mentioned previously. I have a serious concern about the proposed construction height. I will not accept a blockage of my existing view. The open view of valley was a main deciding factor at the time of my purchase and its blockage will impact the resale value of my property.

Table 4-2 Summary of Proposed Buildings
Building

Building Heights
A 85.5
C 81.5
E 82
F 82

Excerpts- Letter of Justification Rebuild of Los Gatos Meadows

Additional Outreach Since re-initiating our rebuilding efforts in 2018, there have been several meetings with various Planning and Public Works staff, in order to clarify and confirm the proposed architectural concepts and treatment of off- and on-site conditions, and to address specific technical challenges. In March of 2018, the project team hosted the first of seven neighborhood open house meetings at Los Gatos Meadows to inform neighbors about the rebuilding process and to solicit their input and feedback. Likely due in part to the COVID-19 pandemic, no neighbors attended the seventh open house. Accordingly, the project team produced a video summary update and circulated the link to this video update. The video update can be accessed from the Los Gatos Meadows page of the Covia web site: https://covia.org/losgatos-meadows/ During 2018 and early 2019, the project team met with each council member. Furthermore, in the spirit of community engagement and to commence the development of a “Town Integration” project, over the last year and half, the project team has conducted twenty in person meetings with local businesses, associations, and interest groups (see Appendix C and D for details). Feedback from neighbors, council members, and other community leaders included concerns and comments on building/site design, parking and circulation, visual impacts, and safety, which were accounted for during the formation of the site plan and project. The project design reflects the concerns of not only the Town, but also the broader Los Gatos community.

D. Building Height-Visibility As noted above, the project would result in heights that are above those of the exist structures. These heights are requested to accomplish a variety of site design considerations as described above. Aesthetically and architecturally, the heights of Page | 10 buildings are varied based on their location in relationship to visibility from Town and neighboring properties and site topography. Key points include: • The most visible building at the corner of Wood Road and Farwell Lane is the shortest building on the site and is only 12 feet higher than the existing building in this location. • Heights of buildings above the terrace vary from 3 stories to 5 stories and the height of the new terrace is 7 feet lower than the existing terrace which reduces overall building heights. • Buildings along the front of the site visible from the Town are the lower 3 and 4 story buildings on all front facades. (Though some step up to 5 stories away from the front façade). • Buildings step down a story in height on the side facing Town to minimize the number of stories visible from Town. This stepping means that the upper floor of the buildings is hidden from the view below, and only the shorter side is visible from the Town. • The buildings in the back of the site are nestled into the hillside. Three of these buildings have two stories benched into the hillside and the roofs of those buildings are effectively one story above the access road immediately behind them. • With the buildings stepped into the hillside only the top three floors of many of the buildings are visible from Wood Road above. Additionally, the Hillside behind these buildings continues to slope up so the roofs of the buildings are only slightly higher than the level of the access road above. • The corners of the buildings have balconies which serve to erode the mass of the buildings when viewed from the Town, especially when viewed on an angle. This results in the front elevation appearing more narrow than actual dimensions.

AG-- There is no mention of the visual impact from my side and only shown from the town's side. The impact from my side need to be added in the revised EIR for our review.

Response to Letter #4 from Andrew Ghofrani

1. CEQA only requires visual analysis to address aesthetic impacts from publicly accessible viewpoints, not private residences. The CEQA Guidelines Appendix G Checklist question "c" considers a significant visual impact if a project, in non-urbanized areas, substantially degrades the existing visual character or quality of *public* views of the site and its surrounding. Public views are those that are experienced from a publicly accessible vantage point. As noted in Section 5.0, Aesthetics, of the Draft EIR, limited public views of the project site are available from above the project on Wood Road, from S. Santa Cruz Avenue (looking west) and from East Main Street (looking south) as illustrated in the visual simulations prepared by the applicant. In addition, the Draft EIR noted that the project site is not viewable from any of the Town's four designated "Viewing Areas" as established in the Town's *Hillside Development Standards and Guidelines*. These "Viewing Areas" are primarily situated to establish visual impacts to the hillsides further to the east across State Route 17. The closest established "Viewing Area" is located approximately 950 feet northwest of the project site at the northwest corner of the intersection of W. Main Street and Bayview Avenue. From this viewing area location, the project site is entirely obscured due to vegetation and/or buildings along Bayview Avenue. While the project site is not located within the "Hillside Area" as shown in the "Town of Los Gatos Hillside Area Map" and therefore not subject to the *Hillside Development Standards & Guidelines* (HDS&G) visibility analysis requirements, the Draft EIR visual analysis took into account potential visual impacts of the project from these established "Viewing Areas" to both help inform the impact analysis and ensure the project was designed in the spirit of the Town's HDS&G as requested by staff.

   No changes to the Draft EIR are required.

Stuart Poulter

From: Justin Draa <jdraa@dld-law.com>
Sent: Monday, July 12, 2021 11:26 AM
To: Sean Mullin
Subject: Comments RE EIR for 110 Wood Road

Follow Up Flag: Follow up
Flag Status: Flagged

To Whom it May Concern:

I am the owner of 138 Wood Rd, Los Gatos – about a quarter mile up the road from the proposed project site. I'd like to offer the following comments:

1. - The Wood Road and Santa Cruz Avenue intersection is already a problem in terms of unsafe turning due to the fast-exiting cars from 17 South. I believe a roundabout is a good idea to mitigate this safety issue. In addition, there should be some effort to slow the exiting traffic from 17 up closer to the actual point of exit. There is already an electronic MPH sign, but it does little to deter excessive speeders. With hundreds of staff and residents adding to the traffic congestion, this is all the more important.

2. -Closing off any access from Broadway and requiring all ingress/egress via Wood Road is concerning. I would feel much better as a neighbor knowing that at least some of the enhanced traffic burden were instead coming via Broadway.

Thank you,

Justin Draa

Justin S. Draa, Esq.
DiBENEDETTO LAPCEVIC & DRAA, LLP
1101 Pacific Avenue, Suite 320
Santa Cruz, CA 95060
(831) 325-2674 Tel
(831) 477-7617 Fax
jdraa@dl-lawllp.com

Response to Letter #5 from Justin S. Draa, Esq.

1. See response #3 to Letter #3 from Julie Southern for response to concerns over speeds off Highway 17 onto Santa Cruz Avenue.
2. See response #1 to Letter #3 from Julie Southern for response to concerns over closure of connection Broadway via Farwell Lane.

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3.0
Changes to the Draft EIR

3.1 CEQA Requirements

CEQA Guidelines section 15132 requires that a final EIR contain either the draft EIR or a revision of the draft EIR. This final EIR incorporates the draft EIR by reference and includes the revisions to the draft EIR, as presented on the following pages.

This section contains text from the draft EIR with changes indicated. Additions to the text are shown with underlined text (underline) and deletions are shown with strikethrough text (~~strikethrough~~). Explanatory notes in italic text *(italic)* precede each revision. The following changes are made:

3.2 Changes to Project Description (Section 4.0)

Access and Circulation

In response to the applicant's draft EIR comment letter (under "Additional Comments," first bullet point), the word "loop" has been added to describe the emergency fire access road.

The project would continue to use the existing driveway on Wood Road for access to the parking entrance, main entrance, and loading entrance. The project would reconfigure the existing "exit only" driveway (Farwell Lane) located on Broadway, and would convert the driveway into a pedestrian and bicycle lane. The driveway would also serve as the fixed route for an autonomous vehicle connection from the main entrance to the Broadway frontage. Locations throughout the project would have various turning movement restrictions to ensure site distance visibility, and safe turning movement distances. The project would incorporate a dedicated loop road for emergency fire access, which would be located on the western side of the property.

Figure 4-1

In response to the applicant's draft EIR comment letter (under "Additional Comments," third bullet point), Figure 4-1, Site Plan, has been updated to reflect the most recent version of the site plan, dated July 27, 2021, Sheet A001, prepared by Perkins Eastman. The revised Figure 4-1 is included at the end of this section.

Stormwater Management

In response to the applicant's draft EIR comment letter (under "Additional Comments," second bullet point), the total impervious surface area has been revised to reflect impervious surface calculations, associated with the fire loop road, found on Sheet C105 from the July 27, 2021 plan set and independently calculated by Town staff.

Development of the project as proposed would result in a net increase in impervious surface area of approximately ~~4,000~~ 8,877 square feet. The project would mimic existing drainage patterns with modifications to meet current stormwater runoff requirements that would result in slower runoff during small storms. Stormwater would be collected on-site via drain inlets and roof drains and would be treated on-site. The stormwater would first be treated on-site with bioretention systems approved by the Town, and then would be conveyed to the existing public stormwater infrastructure that serves the site.

3.3 CHANGES TO CULTURAL RESOURCES (SECTION 8.0)

In response to the applicant's draft EIR comment letter (under "Additional Comments," fifth bullet point), the words "with Mitigation" were omitted from the draft EIR impact statement 8-2 (Section 8.0, Cultural Resources). Added here for clarification.

Paleontological Resources

IMPACT 8-2	Potential Destruction of a Unique Paleontological Resource or Site During Construction	Less than Significant with Mitigation

3.4 CHANGES TO WILDFIRE HAZARDS (SECTION 12.0)

In response to the applicant's draft EIR comment letter (under "Additional Comments," six bullet point, first sub-bullet), the following language has been added to first paragraph under Impact 12-3 (Section 12.0, Wildfire Hazards). In addition, reference to plan sheet page numbers have been updated to reflect the most recent plan set submittal to the Town dated July 27, 2021.

Installation or Maintenance of Associated Infrastructure That May Exacerbate Fire Risk

IMPACT 12-3	The Project Would Not Require the Installation or Maintenance of Associated Infrastructure (such as Roads, Fuel Breaks, Emergency Water Sources, Power Lines or Other Utilities) that May Exacerbate Fire Risk or That May Result in Temporary or Ongoing Impacts to The Environment.	No Impact

The project site would be accessible at the southeast and southwest boundaries of the development via two existing driveways from Wood Road, which are proposed to be widened to 26 feet, and a widened 20-foot access (Farwell Lane) which is accessed at both the west and eastern boundaries of the facilities and connects to Broadway to the north of the site. Additional bump-outs and widening lanes to 26 feet have been included as well (see sheets C108, C108.1, and C108.2 ~~and C108.3.~~

In response to the applicant's draft EIR comment letter (under "Additional Comments," six bullet point, third sub-bullet), the location of an existing fire hydrant in relation to the project site was corrected (from east to west across Wood Road.

A revised fire flow analysis was provided by San Jose Water for the existing fire hydrant across Wood Road west of the project site.

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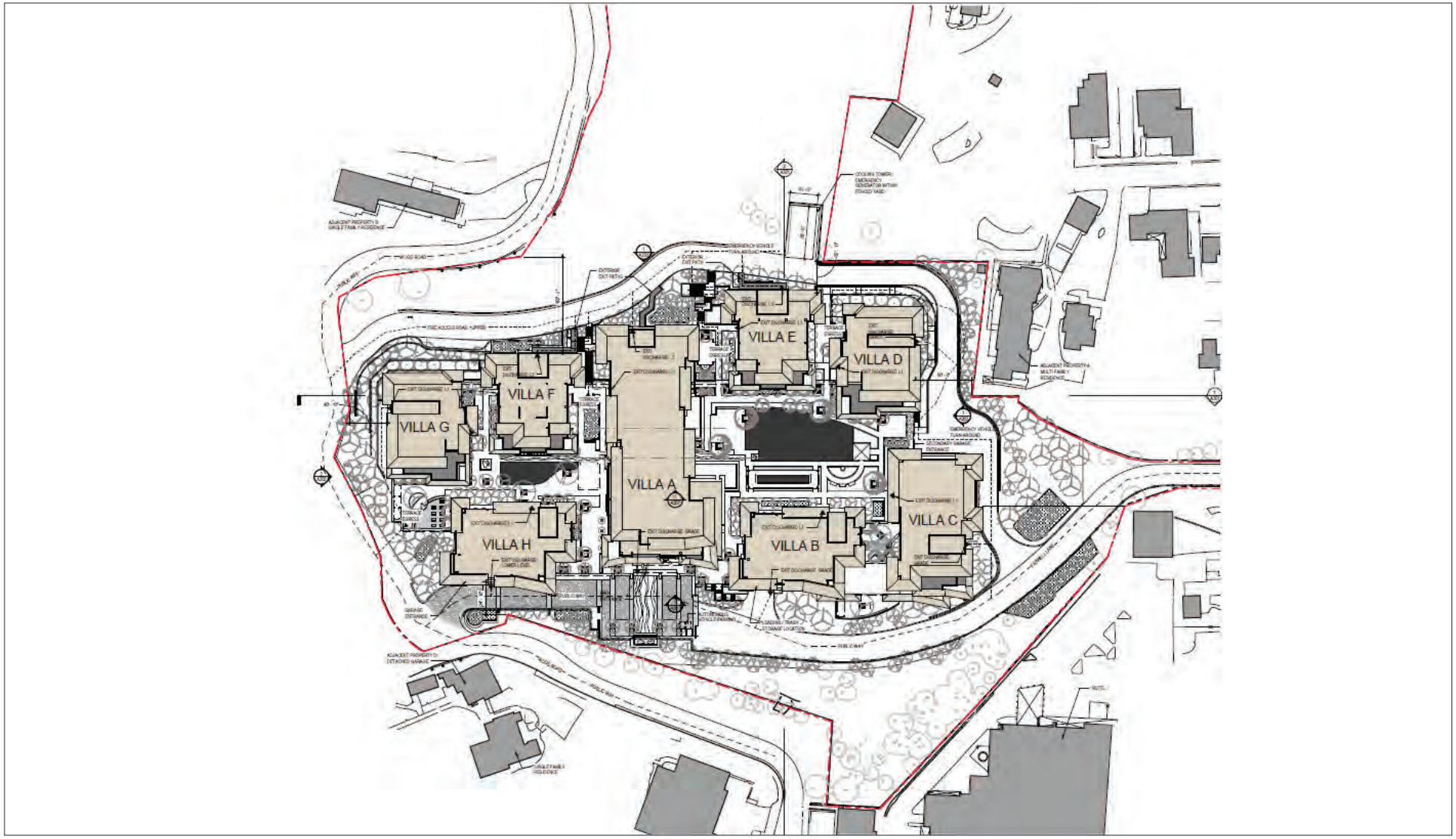

0 125 feet

Project Site

Source: Perkins Eastman 2021

Figure 4-1
Site Plan

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4.0
Revised Summary

Where changes to the draft EIR text described in Section 3.0, Changes to the Draft EIR also require changes to the Summary, those changes are identified below. Additions to the text are shown with underlined text (underline) and deletions are shown with strikethrough text (~~strikethrough~~). Note that a number of additions shown in the revised summary table are completion of mitigation measure text that was presented in the draft EIR, but truncated in the summary table - the full text of all mitigation measures is included in the revised summary table.

4.1 PROPOSED PROJECT SUMMARY

The proposed project involves the redevelopment of the site with a state-of-the-art senior living community that would replace the existing Los Gatos Meadows senior living community. The project includes the construction of eight, three- to five-story buildings rising from a ground level base containing the main building entry and reception, health center, and garage. The project would include 174 independent residential apartments totaling 334,574 square feet with 57 one-bedroom apartments and 117 two-bedroom apartments. The project would include a 20,588 square foot health center with 17 supporting care units specializing in assisted living care, memory care and respite care. In addition, the project would consist of 35,429 square feet of total amenity space (including fitness and dining areas) and 35,280 square feet for back of house and mechanical space. The project would include 91,827 square feet of parking space, with 77 standard parking spaces in the new garage.

The project would continue to use the existing driveway on Wood Road for access to the parking entrance, main entrance, and loading entrance. The project would reconfigure the existing “exit only” driveway located on Broadway, and would convert the driveway into a pedestrian and bicycle lane. The driveway will also serve as the fixed route for an autonomous vehicle connection from the main entrance to the Broadway frontage. Locations throughout the project would have various turning movement restrictions to ensure site distance visibility, and safe turning movement distances. The project would incorporate a dedicated road for fire access, which would be located on the western side of the property.

Detailed project description information is included in Section 4.0 Project Description.

4.2 SUMMARY OF SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The proposed project would result in some significant or potentially significant impacts. Each of the significant impacts is identified in Table 2-1, Summary of Significant Impacts and Mitigation Measures, located at the end of this Summary section. The table lists each significant impact by topic area, mitigation measures to avoid or substantially minimize each impact, and the level of significance of each impact after implementation of the mitigation measures. Less-than-significant impacts are not included in the summary table.

4.3 SUMMARY OF ALTERNATIVES

This EIR evaluates the environmental impacts of the following three alternatives to the proposed project.

1. The first is the no project alternative, which discusses conditions as they currently exist with the closed senior living community currently located at the project site and allows decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project.

2. The second is also a no project alternative, which discusses a reasonably foreseeable development scenario whereby the project site would be developed with another project consistent with the site's General Plan land use designation of Medium Density Residential.

3. The third alternative is a reduced scale version of the proposed project. It consists of removing Villas B and C from the project. The primary purpose is to avoid removal of 62 trees and reduce grading that would be required to accommodate the two buildings. Several other significant mitigable impacts of the proposed project would be somewhat lessened.

4.4 AREAS OF KNOWN CONTROVERSY

CEQA Guidelines section 15123, Summary, requires a discussion of areas of controversy known to the lead agency including issues raised by agencies and the public. The Town is aware of general public concern about possible visual impacts as a result of the proposed project and has requested the applicant actively work with the public to address concerns. Only two comments on the notice of preparation were received by public agencies, are included in Appendix A, and are summarized below:

1. Native American Heritage Commission

The commission identified the need for the Town to comply with the noticing and consultation requirements of AB52 and SB18. The Town's actions to comply with AB52 is described in Section 8.0, Cultural, Paleontological, and Tribal Resources. SB18 only applies to general plan amendments and therefore, is not relevant to the proposed project. Tribal resources are addressed in Section 8.0, Cultural, Paleontological, and Tribal Resources.

2. California Department of Fish and Wildlife, Bay Delta Region

California Department of Fish and Wildlife staff identified possible direct impacts to roosting bats and nesting birds as a result of the proposed project and recommended measures to address. CDFW comments are addressed in Section 7.0, Biological Resources.

4.5 ISSUES TO BE RESOLVED

CEQA Guidelines Section 15123 requires an EIR to discuss issues to be resolved, including the choice among alternatives and whether or how to mitigate the significant effects. The Town of Los Gatos is not aware of any issues to be resolved; however, the Town Council will be required to consider the analysis in this EIR, and make a decision whether to approve the proposed project.

Table 4-1 Summary of Significant Impacts and Mitigation Measures

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
Air Quality			
Impact 6-5. Construction Activity Would Expose Sensitive Receptors to Toxic Air Contaminants	Significant	Mitigation Measure 6-5a. During construction, the project contractor shall implement the following measures to reduce emissions of fugitive dust and engine exhaust DPM, subject to review and approval by the Community Development Director. These measures shall be included in the project plans, prior to issuance of a demolition permit: a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered three (3) times per day and at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe; b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; c. Avoid tracking visible soil material on to public roadways by employing the following measures if necessary: (1) Site accesses to a distance of 100 feet from public paved roads shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel and (2) washing truck tires and construction equipment prior to leaving the site; d. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; e. All vehicle speeds on unpaved roads shall be limited to five (5) mph; f. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; g. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points; h. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation; i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph and visible dust extends beyond site boundaries;	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		j. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction adjacent to sensitive receptors. Wind breaks should have no greater than 50 percent air porosity; k. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established; l. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time; and m. Post a publicly visible sign with the telephone number and person to contact at the Town of Los Gatos regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations. Mitigation Measure 6-5b. Prior to the issuance of the demolition permit, the project developer shall prepare, and the project contractor shall implement, a demolition and construction emissions avoidance and reduction plan demonstrating a 25 percent reduction of infant/child cancer risk and a 60 percent reduction of PM2.5 exposures at the MEI to meet the air district's risk thresholds. The plan shall be prepared prior to the issuance of a demolition permit and shall be reviewed and approved by the Community Development Director. The plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure. The plan shall include the following measures: a. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA) particulate matter emissions standards for Tier III engines or better. Prior to the issuance of any demolition permits, the project applicant shall submit specifications of the equipment to be used during construction and confirmation this requirement is met; b. Use alternatively fueled equipment or equipment with zero emissions (i.e., aerial lifts, forklifts, and air compressors, etc., shall be either electrified or fueled by liquefied natural gas/propane); c. Provide line power to the site during the early phases of construction to minimize the use of diesel-powered stationary equipment, such as generators; and d. Other demonstrable measures identified by the developer that reduce emissions and avoid or minimize exposures to the affected sensitive receptors.	

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
Biological Resources			
Impact 7-2. Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat)	Significant	Mitigation Measure 7-2. Prior to issuance of a grading permit, a qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprint and fire defensible space. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. All woodrat middens shall be flagged for avoidance of direct construction impacts and fire defensible space where feasible. If impacts cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented by a qualified biologist and submitted to the Town, prior to issuance of a demolition and grading permit.	Less than Significant
Impact 7-3. Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat)	Significant	Mitigation Measure 7-3. Within 14 days prior to tree removal or other construction activities such as a demolition, the project developer shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, within structures proposed for demolition, and in trees and structures within 50 feet of the development footprint. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within and 50 feet around the project site. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and no further mitigation is required. If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		permits and the following monitoring, exclusion, and habitat replacement measures shall be implemented: a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season. b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation. c. Bat Mitigation and Monitoring Plan. If roosting habitat is identified, a Bat Mitigation and Monitoring plan will be prepared and implemented to mitigate for the loss of roosting habitat. The plan will include information pertaining to the species of bat and location of the roost, compensatory mitigation for permanent impacts, including specific mitigation ratios and a location of the proposed mitigation area, and monitoring to assess bat use of mitigation areas. The plan will be submitted to CDFW for review and approval prior to the bat eviction activities or the removal of roosting habitat.	

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of grading and demolition permits.	
Impact 7-4. Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds)	Significant	Mitigation Measure 7-4. Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), construction activities within or adjacent to the project site boundary that include any tree or vegetation removal, demolition, or ground disturbance (such as grading or grubbing) shall be conducted between September 16 and January 14, which is outside of the bird nesting season. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if construction activities are suspended for at least 14 days and recommence during the nesting season, a qualified biologist shall conduct nesting bird surveys. a. Two surveys for active bird nests shall occur within 14 days prior to start of construction, with the final survey conducted within 48 hours prior to construction. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities. b. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of tree removal, demolition, and grading permits.	
Impact 7-5. Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage)	Significant	Mitigation Measures 7-5a. To avoid impacts to a the potentially jurisdictional drainage feature, a minimum 10-foot setback from the drainage shall be maintained during tree removal, demolition, and construction activities. The drainage and setback area shall be shown on all demolition and construction plans. Mitigation Measure 7-5b. If disturbance will occur within ten feet of the drainage, prior to issuance of a grading permit within the project boundary, the applicant shall retain a qualified biologist to determine the extent of potential wetlands and waterways regulated by the USACE, RWQCB, and CDFW. If the USACE claims jurisdiction, the applicant shall retain a qualified biologist to obtain a Clean Water Act Section 404 Nationwide Permit. If the impacts to the drainage features do not qualify for a Nationwide Permit, the applicant shall proceed with the qualified biologist in obtaining an Individual Permit from the USACE. The applicant shall then retain a qualified biologist to coordinate with the RWQCB to obtain a Clean Water Act Section 401 Water Quality Certification. If necessary, the applicant shall also retain a qualified biologist to coordinate with the CDFW to obtain a Streambed Alteration Agreement. To compensate for temporary and/or permanent impacts to Waters of the U.S. that would be impacted as a result of the proposed project, mitigation shall be provided as required by the regulatory permits. Mitigation would be provided through one of the following mechanisms: a. A Wetland Mitigation and Monitoring Plan shall be developed that will outline mitigation and monitoring obligations for temporary impacts to wetlands and other waters as a result of construction activities. The Wetland Mitigation and Monitoring Plan would include thresholds of success, monitoring and reporting requirements, and site-specific plans to compensate for wetland losses resulting from the project. The Wetland Mitigation and Monitoring Plan shall be submitted to the appropriate regulatory agencies for review and approval during the permit application process. b. To compensate for permanent impacts, the purchase and/or dedication of land to provide suitable wetland restoration or creation shall ensure a no net loss of wetland values or functions. If restoration is available and feasible, a minimum 1:1 mitigation to impact ratio would apply to projects for which mitigation is provided in advance.	Less than Significant
Impact 7-6. Damage or Removal of Regulated Trees	Significant	Mitigation Measure 7-6. Prior to issuance of a tree removal permit and/or a grading permit, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting).	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		Also, in accordance with the Town's Tree Protection Ordinance, the developer shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.	
Impact 7-8. Effect on Sensitive Natural Communities	Significant	Mitigation Measure 7-8. On-site landscaping shall be limited to drought-tolerant species, fire-resistant species, and species capable of increasing soil stability; with preference to plant species endemic to Santa Clara County. Species from the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (Cal-IPC 2020) shall be removed if present and not included in any new landscaping. The plant palette used for on-site landscaping shall be reviewed and approved by the Town of Los Gatos to confirm no invasive species shall be planted. Evidence of compliance shall be submitted to the Town of Los Gatos prior to occupancy of the residential buildings.	Less than Significant
Cultural Resources			
Impact 8-2. Potential Destruction of a Unique Paleontological Resource or Site During Construction	Significant	Mitigation Measure 8-2. The following measure shall be included in project plans, prior to issuance of a demolition permit: If paleontological resources are uncovered during demolition, grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented, to be approved by the Community Development Director.	Less than Significant
Geology and Soils			
Geologic impacts associated with fault surface rupture, expansive soils, and land sliding and slope instability.	Significant	Mitigation Measures 13-1. The applicant's geotechnical consultant shall review and approve all geotechnical aspects of the development plans, ground improvement plans, shoring design criteria from a geotechnical perspective, and supporting structural details and calculations (i.e., site preparation and grading, site drainage improvements and design parameters for foundations, etc.,) to ensure that their recommendations have been properly incorporated. The project geotechnical consultant should review and approve appropriate performance testing for proposed ground improvement measures. The results of the geotechnical plan review should be summarized by the project geotechnical consultant in a letter and submitted to the Town Engineer prior to issuance of building permits. Mitigation Measure 13-2. The geotechnical consultant shall inspect, test and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to: ▪ site preparation and grading;	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		▪ ground improvement; ▪ shoring measures and design; ▪ site surface and subsurface drainage improvements; and ▪ excavations for foundations prior to placement of steel and concrete. In addition, the project engineering geologist shall inspect opened excavations to confirm bedrock conditions are consistent with those anticipated. The results of these inspections and the as-built conditions of the project, including ground improvement measures and placement of engineered fill, should be described by the geotechnical consultant in a letter and submitted to the Town Engineer for review and approval prior to final (as-built) project approval. Specialty/design-build consultants and contractors (shoring, ground improvement, etc.) shall also submit construction reports confirming satisfactory construction of the specific aspects of the project that they are responsible for.	
Hazards and Hazardous Materials			
Hazardous materials impacts associated with exposure or release of asbestos and/or lead-based paint associated with demolition of existing structures.	Significant	Mitigation Measure 13-3. The applicant shall consult with Bay Area Air Quality Management District to determine permit requirements. Removal of asbestos-containing building materials is subject to Bay Area Air Quality Management District's Regulation 11, Rule 2: Asbestos Demolition, Renovation and Manufacturing. Release of lead into the atmosphere is subject to Bay Area Air Quality Management District's Regulation 11, Rule 1: Lead. Prior to the commencement of demolition activities on the site, the applicant shall provide evidence of meeting the permitting requirements of the Bay Area Air Quality Management District, to the satisfaction of the Town of Los Gatos Community Development Department.	Less than Significant
Wildfire Hazards			
Impact 12-1. Short-Term Construction-Related Traffic Activity That Has The Potential to Impair an Adopted Emergency Response Plan or Emergency Evacuation Plan	Significant	Mitigation Measure 12-1. In order to adequately address any potential conflicts with emergency access or evacuation routes during construction, the applicant shall prepare and implement a site-specific construction traffic management plan for any construction effort that would require work within existing roadways. The traffic management plan shall be prepared and submitted to the Town prior to issuance of demolition permit(s) and shall be prepared to the satisfaction of Town Public Works and County Fire Department staff.	Less than Significant

Significant Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
Impact 12-4. Expose People or Structures to Significant Risks, including Downslope or Downstream Flooding or Landslides, as a Result of Runoff, Post-Fire Slope Instability, or Drainage Changes.	Significant	See Mitigation Measures 13-1 and 13-2, above.	Less than Significant

SOURCE: EMC Planning Group 2021

5.0 Mitigation Monitoring and Reporting Program

5.1 INTRODUCTION

CEQA Guidelines section 15097 requires public agencies to adopt reporting or monitoring programs when they approve projects subject to an environmental impact report or a negative declaration that includes mitigation measures to avoid significant adverse environmental effects. The reporting or monitoring program is to be designed to ensure compliance with conditions of project approval during project implementation in order to avoid significant adverse environmental effects.

In addition, monitoring ensures that mitigation measures are implemented and thereby provides a mechanism to evaluate the effectiveness of the mitigation measures.

A definitive set of project conditions would include enough detailed information and enforcement procedures to ensure the measure's compliance. This monitoring program is designed to provide a mechanism to ensure that mitigation measures and subsequent conditions of project approval are implemented.

5.2 MONITORING PROGRAM

The basis for this monitoring program is the mitigation measures included in the project EIR. These mitigation measures are designed to eliminate or reduce significant adverse environmental effects to less than significant levels. These mitigation measures become conditions of project approval, which the project proponent is required to complete during and after implementation of the proposed project.

The attached monitoring program is proposed for monitoring the implementation of the mitigation measures. This monitoring program contains all appropriate mitigation measures in the EIR.

5.3 MONITORING PROGRAM PROCEDURES

The Town of Los Gatos Community Development Department is responsible for coordination of the monitoring program. The Community Development Department is responsible for completing the monitoring program and distributing the monitoring program to the responsible individuals or agencies for their use in monitoring the mitigation measures.

Each listed responsible individual or agency is responsible for determining whether compliance with mitigation measures contained in the monitoring program has occurred. Once all mitigation measures have been complied with, the responsible individual or agency should submit a copy of the monitoring program with evidence of compliance to the Community Development Department to be placed in the project file. If the mitigation measure has not been complied with, the monitoring program should not be returned to the Community Development Department.

The Town of Los Gatos Community Development Department will review the monitoring program to ensure that appropriate mitigation measures and additional conditions of project approval included in the monitoring program have been complied with at the appropriate time, e.g. prior to issuance of a use permit, etc. Compliance with mitigation measures is required for project approvals, permit issuance, and/or permit sign-off.

If a responsible individual or agency determines that non-compliance has occurred, a written notice should be delivered by certified mail to the project proponent within 10 days, with a copy to the Community Development Department, describing the non-compliance and requiring compliance within a specified period of time. If non-compliance still exists at the expiration of the specified period of time, construction may be halted and fines may be imposed at the discretion of the Town of Los Gatos.

Table 5-1 Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
Air Quality			
Mitigation Measure 6-5a. During construction, the project contractor shall implement the following measures to reduce emissions of fugitive dust and engine exhaust DPM, subject to review and approval by the Community Development Director. These measures shall be included in the project plans, prior to issuance of a demolition permit: a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered three (3) times per day and at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe; b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; c. Avoid tracking visible soil material on to public roadways by employing the following measures if necessary: (1) Site accesses to a distance of 100 feet from public paved roads shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel and (2) washing truck tires and construction equipment prior to leaving the site; d. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; e. All vehicle speeds on unpaved roads shall be limited to five (5) mph; f. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; g. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points; h. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation; i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph and visible dust extends beyond site boundaries; j. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction adjacent to sensitive receptors. Wind breaks should have no greater than 50 percent air porosity;	Applicant requirement as a condition of approval	Director of Community Development	Ensure these measures are incorporated into project plans, prior to issuance of a demolition permit. Monitoring during construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
k. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established; l. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time; and m. Post a publicly visible sign with the telephone number and person to contact at the Town of Los Gatos regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.			
Mitigation Measure 6-5b. Prior to the issuance of the demolition permit, the project developer shall prepare, and the project contractor shall implement, a demolition and construction emissions avoidance and reduction plan demonstrating a 25 percent reduction of infant/child cancer risk and a 60 percent reduction of PM2.5 exposures at the MEI to meet the air district's risk thresholds. The plan shall be prepared prior to the issuance of a demolition permit and shall be reviewed and approved by the Community Development Director. The plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure. The plan shall include the following measures: a. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA) particulate matter emissions standards for Tier III engines or better. Prior to the issuance of any demolition permits, the project applicant shall submit specifications of the equipment to be used during construction and confirmation this requirement is met; b. Use alternatively fueled equipment or equipment with zero emissions (i.e., aerial lifts, forklifts, and air compressors, etc., shall be either electrified or fueled by liquefied natural gas/propane); c. Provide line power to the site during the early phases of construction to minimize the use of diesel-powered stationary equipment, such as generators; and d. Other demonstrable measures identified by the developer that reduce emissions and avoid or minimize exposures to the affected sensitive receptors.	Applicant requirement as a condition of approval	Director of Community Development	Ensure these measures are incorporated into project plans, prior to issuance of a demolition permit. Monitoring during construction.
Biological Resources			
Mitigation Measure 7-2. Prior to issuance of a grading permit, a qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprint and fire defensible space. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. All woodrat middens shall be flagged for avoidance of direct construction impacts and fire defensible space where feasible. If impacts cannot be avoided, woodrat middens shall be dismantled no	Applicant requirement as a condition of approval	Director of Community Development	Ensure these measures are incorporated into project plans, prior to issuance of a grading permit.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented by a qualified biologist and submitted to the Town, prior to issuance of a demolition and grading permit.			Monitoring during construction.
Mitigation Measure 7-3. Within 14 days prior to tree removal or other construction activities such as a demolition, the project developer shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, within structures proposed for demolition, and in trees and structures within 50 feet of the development footprint. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within and 50 feet around the project site. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and no further mitigation is required. If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and the following monitoring, exclusion, and habitat replacement measures shall be implemented: a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within	Applicant requirement as a condition of approval	Director of Community Development	Within 14 days prior to tree removal or other construction activities, and prior to issuance of a tree removal permit and/or grading permit. Ensure these measures are incorporated into project plans. Monitoring prior to construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
which no construction activities including tree removal or structure disturbance shall occur until after the nursery season. b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation. c. Bat Mitigation and Monitoring Plan. If roosting habitat is identified, a Bat Mitigation and Monitoring plan will be prepared and implemented to mitigate for the loss of roosting habitat. The plan will include information pertaining to the species of bat and location of the roost, compensatory mitigation for permanent impacts, including specific mitigation ratios and a location of the proposed mitigation area, and monitoring to assess bat use of mitigation areas. The plan will be submitted to CDFW for review and approval prior to the bat eviction activities or the removal of roosting habitat. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of grading and demolition permits.			
Mitigation Measure 7-4. Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), construction activities within or adjacent to the project site boundary that include any tree or vegetation removal, demolition, or ground disturbance (such as grading or grubbing) shall be conducted between September 16 and January 14, which is outside of the bird nesting season. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if construction activities are suspended for at least 14 days and recommence during the nesting season, a qualified biologist shall conduct nesting bird surveys.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of tree removal, demolition, and grading permits. Ensure these measures are incorporated into project plans. Monitoring prior to construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
a. Two surveys for active bird nests shall occur within 14 days prior to start of construction, with the final survey conducted within 48 hours prior to construction. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities. b. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of tree removal, demolition, and grading permits.			
Mitigation Measures 7-5a. To avoid impacts to a the potentially jurisdictional drainage feature, a minimum 10-foot setback from the drainage shall be maintained during tree removal, demolition, and construction activities. The drainage and setback area shall be shown on all demolition and construction plans. Mitigation Measure 7-5b. If disturbance will occur within ten feet of the drainage, prior to issuance of a grading permit within the project boundary, the applicant shall retain a qualified biologist to determine the extent of potential wetlands and waterways regulated by the USACE, RWQCB, and CDFW. If the USACE claims jurisdiction, the applicant shall retain a qualified biologist to obtain a Clean Water Act Section 404 Nationwide Permit. If the impacts to the drainage features do not qualify for a Nationwide Permit, the applicant shall proceed with the qualified biologist in obtaining an Individual Permit from the USACE. The applicant shall then retain a qualified biologist to coordinate with the RWQCB to obtain a Clean Water Act Section 401 Water Quality Certification. If necessary, the applicant shall also retain a qualified biologist to coordinate with the CDFW to obtain a Streambed Alteration Agreement.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of any grading permit. Ensure these measures are incorporated into project plans. Monitoring during construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
To compensate for temporary and/or permanent impacts to Waters of the U.S. that would be impacted as a result of the proposed project, mitigation shall be provided as required by the regulatory permits. Mitigation would be provided through one of the following mechanisms: a. A Wetland Mitigation and Monitoring Plan shall be developed that will outline mitigation and monitoring obligations for temporary impacts to wetlands and other waters as a result of construction activities. The Wetland Mitigation and Monitoring Plan would include thresholds of success, monitoring and reporting requirements, and site-specific plans to compensate for wetland losses resulting from the project. The Wetland Mitigation and Monitoring Plan shall be submitted to the appropriate regulatory agencies for review and approval during the permit application process. b. To compensate for permanent impacts, the purchase and/or dedication of land to provide suitable wetland restoration or creation shall ensure a no net loss of wetland values or functions. If restoration is available and feasible, a minimum 1:1 mitigation to impact ratio would apply to projects for which mitigation is provided in advance.			
Mitigation Measure 7-6. Prior to issuance of a tree removal permit and/or a grading permit, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting). Also, in accordance with the Town's Tree Protection Ordinance, the developer shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of tree removal permit and/or grading permit. Ensure these measures are incorporated into project plans. Monitoring during construction.
Mitigation Measure 7-8. On-site landscaping shall be limited to drought-tolerant species, fire-resistant species, and species capable of increasing soil stability; with preference to plant species endemic to Santa Clara County. Species from the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (Cal-IPC 2020) shall be removed if present and not included in any new landscaping. The plant palette used for on-site landscaping shall be reviewed and approved by the Town of Los Gatos to confirm no invasive species shall be planted. Evidence of compliance shall be submitted to the Town of Los Gatos prior to occupancy of the residential buildings.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of final occupancy permit. Ensure these measures are incorporated into project plans. Monitoring after construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
Cultural Resources			
Mitigation Measure 8-2. The following measure shall be included in project plans, prior to issuance of a demolition permit: If paleontological resources are uncovered during demolition, grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented, to be approved by the Community Development Director.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of demolition permit. Ensure these measures are incorporated into project plans. Monitoring during construction.
Geology and Soils			
Mitigation Measure 13-1. The applicant's geotechnical consultant shall review and approve all geotechnical aspects of the development plans, ground improvement plans, shoring design criteria from a geotechnical perspective, and supporting structural details and calculations (i.e., site preparation and grading, site drainage improvements and design parameters for foundations, etc.,) to ensure that their recommendations have been properly incorporated. The project geotechnical consultant should review and approve appropriate performance testing for proposed ground improvement measures. The results of the geotechnical plan review should be summarized by the project geotechnical consultant in a letter and submitted to the Town Engineer prior to issuance of building permits.	Applicant requirement as a condition of approval	Town Engineer	Prior to issuance of building permits. Ensure these measures are incorporated into project plans. Monitoring during construction.
Mitigation Measure 13-2. The geotechnical consultant shall inspect, test and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to: ▪ site preparation and grading; ▪ ground improvement; ▪ shoring measures and design; ▪ site surface and subsurface drainage improvements; and ▪ excavations for foundations prior to placement of steel and concrete. In addition, the project engineering geologist shall inspect opened excavations to confirm bedrock conditions are consistent with those anticipated. The results of these inspections and the as-built conditions of the project, including ground improvement measures and placement of engineered fill, should be described by the geotechnical consultant in a letter and submitted to the Town Engineer for review and approval prior to final (as-built) project approval.	Applicant requirement as a condition of approval	Town Engineer	Prior to issuance of building permits. Ensure these measures are incorporated into project plans. Monitoring prior during construction.

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing and Monitoring
Specialty/design-build consultants and contractors (shoring, ground improvement, etc.) shall also submit construction reports confirming satisfactory construction of the specific aspects of the project that they are responsible for.			
Hazards and Hazardous Materials			
Mitigation Measure 13-3. The applicant shall consult with Bay Area Air Quality Management District to determine permit requirements. Removal of asbestos-containing building materials is subject to Bay Area Air Quality Management District's Regulation 11, Rule 2: Asbestos Demolition, Renovation and Manufacturing. Release of lead into the atmosphere is subject to Bay Area Air Quality Management District's Regulation 11, Rule 1: Lead. Prior to the commencement of demolition activities on the site, the applicant shall provide evidence of meeting the permitting requirements of the Bay Area Air Quality Management District, to the satisfaction of the Town of Los Gatos Community Development Department.	Applicant requirement as a condition of approval	Director of Community Development	Prior to issuance of demolition permits. Ensure these measures are incorporated into project plans. Monitoring prior to and during construction.
Wildfire Hazards			
Mitigation Measure 12-1. In order to adequately address any potential conflicts with emergency access or evacuation routes during construction, the applicant shall prepare and implement a site-specific construction traffic management plan for any construction effort that would require work within existing roadways. The traffic management plan shall be prepared and submitted to the Town prior to issuance of demolition permit(s) and shall be prepared to the satisfaction of Town Public Works and County Fire Department staff.	Applicant requirement as a condition of approval	Director of Public Works	Prior to issuance of demolition permits. Ensure these measures are incorporated into project plans. Monitoring prior to and during construction.

SOURCE: EMC Planning Group 2021

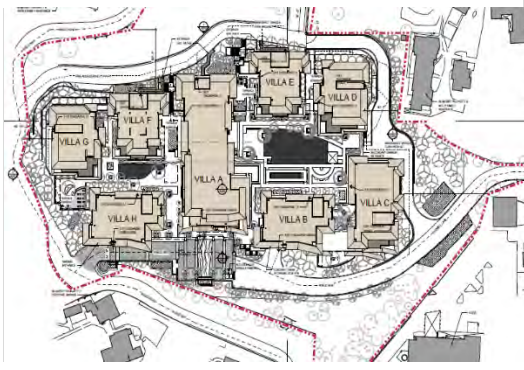
Draft EIR

110 Wood Road – Los Gatos Meadows Senior Living Community

Planned Development Application PD-20-001

SCH# 2021020007

May 14, 2021



Prepared by

EMC Planning Group

DRAFT EIR

110 WOOD ROAD – LOS GATOS MEADOWS SENIOR LIVING COMMUNITY

Planned Development Application PD-20-001

SCH #2021020007

PREPARED FOR

Town of Los Gatos
Sean Mullin, AICP, Associate Planner
110 E. Main Street
Los Gatos, CA 95030
Tel 408.354.6823

PREPARED BY

EMC Planning Group Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
Teri Wissler Adam, Senior Principal
wissler@emcplanning.com
www.emcplanning.com

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TABLE OF CONTENTS

1.0 INTRODUCTION 1-1

1.1 Purpose for Preparing the EIR 1-1

1.2 Methodology 1-1

1.3 EIR Process 1-3

1.4 Terminology 1-6

2.0 SUMMARY 2-1

2.1 CEQA Requirements 2-1

2.2 Proposed Project Summary 2-1

2.3 Summary of Significant Impacts and Mitigation Measures 2-2

2.4 Summary of Alternatives 2-2

2.5 Areas of Known Controversy 2-2

2.6 Issues to be Resolved 2-3

3.0 ENVIRONMENTAL SETTING 3-1

3.1 Regional Setting 3-1

3.2 Project Site and Vicinity Setting 3-1

3.3 Baseline Conditions 3-2

3.4 General Plan and Zoning Designations 3-9

3.5 Plan Consistency 3-9

4.0 PROJECT DESCRIPTION 4-1

4.1 Project Objectives 4-1

4.2 Project Characteristics 4-2

4.3 Intended Uses of the EIR 4-13

5.0 AESTHETICS 5-1

5.1 Environmental Setting 5-1

5.2 Regulatory Setting 5-3

5.3 Thresholds or Standards of Significance 5-3

5.4 Analysis, Impacts, and Mitigation Measures 5-4

6.0 AIR QUALITY 6-1

6.1 Environmental Setting 6-1

6.2 Regulatory Setting 6-7

6.3 Thresholds of Significance 6-14

6.4 Analysis, Impacts, and Mitigation Measures 6-16

7.0 BIOLOGICAL RESOURCES 7-1

7.1 Environmental Setting 7-2

7.2 Regulatory Setting 7-21

7.3 Thresholds or Standards of Significance 7-26

7.4 Analysis, Impacts, and Mitigation Measures 7-27

8.0 CULTURAL, PALEONTOLOGICAL, AND TRIBAL RESOURCES 8-1

8.1 Environmental Setting 8-1

8.2 Regulatory Setting 8-2

8.3 Thresholds of Significance 8-5

8.4 Analysis, Impacts and Mitigation Measures 8-6

9.0 ENERGY 9-1

9.1 Environmental Setting 9-1

9.2 Regulatory Setting 9-1

9.4 Thresholds of Significance 9-5

9.5 Analysis, Impacts, and Mitigation Measures 9-6

10.0 GREENHOUSE GAS EMISSIONS 10-1

10.1 Environmental Setting 10-1

10.2 Regulatory Setting 10-8

10.3 Thresholds or Standards of Significance 10-16

10.4 Analysis, Impacts and Mitigation Measures..... 10-16

11.0 NOISE 11-1

11.1 Environmental Setting 11-1

11.2 Regulatory Setting 11-2

11.3 Thresholds or Standards of Significance 11-2

11.4 Analysis, Impacts, and Mitigation Measures..... 11-3

12.0 WILDFIRE HAZARDS.....12-1

12.1 Environmental Setting 12-1

12.2 Regulatory Setting 12-2

12.3 Thresholds or Standards of Significance 12-7

12.4 Analysis, Impacts, and Mitigation Measures..... 12-8

13.0 EFFECTS NOT ADDRESSED FURTHER IN THIS EIR 13-1

13.1 No Impact 13-1

13.2 Less-than-Significant Impact..... 13-2

13.3 Impacts Reduced to a Less-Than-Significant Level with Mitigation..... 13-3

14.0 GROWTH INDUCING IMPACTS.....14-1

14.1 CEQA Requirements..... 14-1

14.2 Thresholds of Significance..... 14-1

14.3 Growth Inducing Impact Analysis..... 14-2

15.0 CUMULATIVE IMPACTS 15-1

15.1 CEQA Requirements 15-1

15.2 Cumulative Development Scenario 15-2

15.3 Cumulative Analysis 15-3

16.0 ALTERNATIVES 16-1

16.1 CEQA Requirements 16-1

16.2 Project Objectives and Significant Impacts 16-1

16.3 Alternatives Considered but Rejected 16-3

16.4 Alternatives Considered 16-5

16.5 Comparison of Alternatives 16-13

16.6 Environmentally Superior Alternative 16-17

17.0 DOCUMENT AND WEB SOURCES 17-1

17.1 Introduction 17-1

17.2 Summary 17-1

17.3 Environmental Setting 17-1

17.4 Project Description 17-2

17.5 Aesthetics 17-2

17.6 Air Quality 17-2

17.7 Biological Resources 17-4

17.8 Cultural Resources 17-5

17.9 Energy 17-5

17.10 Greenhouse Gas Emissions 17-5

17.11 Noise 17-8

17.12 Wildfire Hazards 17-9

17.13 Effects Not Addressed Further in this EIR 17-10

17.15 Growth Inducing Impacts 17-11

17.16 Cumulative Impacts 17-12
17.17 Alternatives 17-13
17.18 Report Preparers 17-14

Appendices

Appendix A Notice of Preparation, Initial Study, and Responses to Notice of Preparation
Appendix B Complete Set of Project Plans (dated January 12, 2021)
Appendix C Arborist Reports, Peer Reviews, and Focused Plant Survey
Appendix D California Emissions Estimator Model (CalEEMod) Results
Appendix E Construction Health Risk Assessment
Appendix F Geotechnical Reports, Phase I Environmental Site Assessment, and Peer Reviews

Figures

Figure 3-1 Project Location 3-3
Figure 3-2 Aerial Photograph 3-5
Figure 3-3 Existing Facilities Representative Photos 3-7
Figure 4-1 Site Plan 4-7
Figure 4-2 Area of Impact 4-11
Figure 5-1 View Corridor from East Main Street to Project Site 5-7
Figure 5-2 Proposed Southeast Elevation (Villa H) 5-9
Figure 5-3 Proposed Northeast Elevation (Villa C) 5-11
Figure 5-4 Existing and Proposed Project Site Cross Section 5-13
Figure 7-1 Habitat Map 7-3
Figure 7-2 Special-Status Species 7-7
Figure 12-1 Fire Hazard Severity Zones (2020 General Plan) 12-3

Tables

Table 2-1	Summary of Significant Impacts and Mitigation Measures	2-4
Table 3-1	Policy Consistency Review	3-10
Table 4-1	Comparison of Planned Development Permit Conditions	4-4
Table 4-2	Summary of Proposed Buildings	4-5
Table 4-3	Area of Impact	4-10
Table 4-4	Approximate Population Projection	4-13
Table 6-1	Criteria Air Pollutants	6-3
Table 6-2	Typical Non-road Engine Emissions Standards	6-7
Table 6-3	National and California Ambient Air Quality Standards	6-9
Table 6-4	San Francisco Bay Area Air Basin Attainment Status Designations	6-13
Table 6-5	Thresholds of Significance for Criteria Air Pollutants and Precursors	6-15
Table 6-6	Construction Criteria Air Pollutant Emissions	6-17
Table 6-7	Operational Criteria Pollutant Emissions	6-18
Table 7-1	Special-Status Plant Species with Potential to Occur in the Project Vicinity	.7-9
Table 7-2	Special-Status Wildlife Species with Potential to Occur in the Project Vicinity	7-15
Table 7-3	Trees Planned for Removal and Preservation	7-36
Table 10-1	Greenhouse Gas Emissions Types and Their Contribution to Global Warming	10-6
Table 10-2	Greenhouse Gas Emissions Global Warming Potentials	10-7
Table 11-1	Vibration Source Levels for Construction Equipment	11-6
Table 15-1	Cumulative Impact Analysis Geographic Scope	15-3
Table 15-2	Cumulative Health Risks at Construction MEIs	15-6
Table 16-1	Comparison of Project Alternatives to the Proposed Project	16-13

1.0 Introduction

1.1 Purpose for Preparing the EIR

The Town of Los Gatos, acting as the lead agency, has determined that the 110 Wood Road – Los Gatos Meadows Senior Living Community (hereinafter "proposed project") could result in significant adverse environmental impacts and has required that an environmental impact report (EIR) be prepared to evaluate these potentially significant adverse environmental impacts.

This EIR has been prepared in compliance with the California Environmental Quality Act (CEQA) of 1970, as amended, to inform public decision makers and their constituents of the environmental impacts of the proposed project. In accordance with CEQA guidelines, this report describes both beneficial and adverse environmental impacts generated by the proposed project and suggests measures for mitigating significant adverse environmental impacts resulting from the proposed project.

1.2 Methodology

General

This EIR has been prepared by EMC Planning Group in accordance with CEQA and its implementing guidelines, using an interdisciplinary approach. The Town of Los Gatos has the discretionary authority to review and approve the proposed project. This EIR is an informational document that is intended to inform the decision makers and their constituents, as well as responsible and trustee agencies of the environmental impacts of the proposed project and to identify feasible mitigation measures that would avoid or reduce the severity of the impacts. The lead agency is required to consider the information contained in this EIR prior to taking any discretionary action to approve the proposed project.

This EIR has been prepared using available information from private and public sources noted herein, as well as information generated through field investigation by EMC Planning Group and other technical experts.

The purpose of an EIR is to identify a project's significant environmental effects, to indicate the manner in which those significant effects can be mitigated or avoided, and to identify alternatives to the proposed project.

An EIR is an objective public disclosure document that takes no position on the merits of the proposed project. Therefore, the findings of this EIR do not advocate a position "for" or "against" the proposed project. Instead, the EIR provides information on which decisions about the proposed project can be based. This EIR has been prepared according to professional standards and in conformance with legal requirements.

Emphasis

This draft EIR focuses on the significant effects on the environment in accordance with CEQA Guidelines section 15143. The significant effects are discussed with emphasis in proportion to their severity and probability of occurrence. Effects dismissed in an initial study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the lead agency subsequently receives information inconsistent with the finding in the initial study. A copy of the initial study may be attached to the EIR to provide the basis for limiting the impacts discussed and has been done so for this draft EIR (see Appendix A for a copy of the initial study prepared to accompany the Notice of Preparation). Based on conclusions of the initial study, the Town of Los Gatos has determined that the project could result in potential environmental impacts in the following topic areas, which are evaluated in this draft EIR:

- Aesthetics;
- Air Quality;
- Biological Resources;
- Cultural and Tribal Resources;
- Energy;
- Greenhouse Gas Emissions;
- Noise; and
- Wildfire Hazards.

Forecasting

In accordance with CEQA Guidelines section 15144, preparing this draft EIR necessarily involved some degree of forecasting. While foreseeing the unforeseeable is not possible, the report preparers and technical experts used best available efforts to find out and disclose all that it reasonably can.

Speculation

If, after thorough investigation, the report preparers in consultation with the lead agency determined that a particular impact is too speculative for evaluation, the conclusion is noted and the issue is not discussed further (CEQA Guidelines section 15145).

Degree of Specificity

In accordance with CEQA Guidelines section 15146, the degree of specificity in this draft EIR corresponds to the degree of specificity involved in the proposed project. An EIR on a construction project will necessarily be more detailed in the specific effects of the project than will be an EIR on the adoption of a local general plan or comprehensive zoning ordinance because the effects of the construction can be predicted with greater accuracy.

Technical Detail

The information contained in this draft EIR includes summarized technical data, maps, plans, diagrams, and similar relevant information sufficient to permit full assessment of significant environmental impacts by reviewing agencies and members of the public, pursuant to CEQA Guidelines section 15147. Placement of highly technical and specialized analysis and data is included as appendices to the main body of the draft EIR. Appendices to this draft EIR are included on a CD on the inside, back cover.

Citation

In accordance with CEQA Guidelines section 15148, preparation of this draft EIR was dependent upon information from many sources, including engineering reports and scientific documents relating to environmental features. If the document was prepared specifically for the proposed project, the document is included in the technical appendices discussed above. Documents that were not prepared specifically for the proposed project, but contain information relevant to the environmental analysis of the proposed project, are cited but not included in this draft EIR. This draft EIR cites all documents used in its preparation including, where appropriate, the page and section number of any technical reports that were used as the basis for any statements in the draft EIR.

1.3 EIR PROCESS

There are several steps required in an EIR process. The major steps are briefly discussed below.

Notice of Preparation

CEQA Guidelines section 15082 describes the purpose, content and process for preparing, circulating and facilitating early public and public agency input on the scope of an EIR. CEQA Guidelines section 15375 defines a notice of preparation as:

> …a brief notice sent by the Lead Agency to notify the Responsible Agencies, Trustee Agencies, the Office of Planning and Research, and involved federal agencies that the Lead Agency plans to prepare an EIR for the project. The purpose of the notice is to solicit guidance from those agencies as to the scope and content of the environmental information to be included in the EIR.

A notice of preparation was prepared for the proposed project and circulated for 30 days from February 1, 2021 to March 8, 2021 as required by CEQA. Written responses to the NOP were received from the following:

1. Native American Heritage Commission (NAHC), letter dated February 1, 2021; and
2. California Department of Fish and Wildlife (CDFW), letter dated March 4, 2021.

The notice of preparation, as well as comments received from agencies, organizations, and private individuals are included in Appendix A.

As part of the early consultation process and pursuant to CEQA Guidelines section 15082(c)(1) regarding projects of statewide importance and section 15083 regarding early public consultation, a scoping meeting was held via Zoom virtual meeting on Thursday, February 25, 2021 at 7:00 P.M. Attendees included six Town of Los Gatos staff members, two EMC Planning Group staff, along with two Town Council members, two members of the applicant team, and three members of the public. No responses to the notice of preparation were received during this meeting and only a question of whether the meeting would be recorded was asked by a member of the public.

Draft EIR

Contents

This EIR is an informational document which will inform public agency decision makers and the public generally of the significant environmental effect of a project, identify possible ways to minimize the significant effects, and describe reasonable alternatives to the project. The public agency is required to consider the information in the EIR along with other information which may be presented to the agency. CEQA Guidelines Article 9 requires a draft EIR contain the following information:

- Table of Contents;
- Summary;
- Project Description;
- Environmental Setting;
- Consideration and Discussion of Environmental Impacts;

- Consideration and Discussion of Mitigation Measures Proposed to Minimize Significant Effects;
- Consideration and Discussion of Alternatives to the Proposed Project;
- Effects not found to be Significant;
- Organization and Persons Consulted; and
- Discussion of Cumulative Impacts.

The detailed contents of this draft EIR are outlined in the table of contents.

Public Review

This draft EIR will be circulated for a 45-day public review period. All comments addressing environmental issues received on the draft EIR will be addressed in the final EIR. CEQA Guidelines section 15204(a) states that in reviewing a draft EIR, persons and public agencies should focus on the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of an EIR is determined in terms of what is reasonably feasible, in light of factors such as the magnitude of the project at issue, the severity of its likely environmental impacts, and the geographic scope of the project. CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters.

CEQA Guidelines section 15204(c) states that reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to section 15064, an effect shall not be considered significant in the absence of substantial evidence.

Final EIR

Contents

In accordance with CEQA Guidelines section 15132, the final EIR will provide the following:

- List of persons, organizations, and public agencies commenting on the draft EIR;
- Comments received on the draft EIR;
- Responses to significant environmental points raised in comments; and
- Revisions that may be necessary to the draft EIR based upon the comments and responses.

According to CEQA Guidelines section 15204(a), when responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the EIR. The final EIR and the draft EIR will constitute the entire EIR.

Certification

CEQA Guidelines section 15088 requires the lead agency to provide a written proposed response to a public agency on comments made by that public agency at least 10 days prior to certifying an EIR.

CEQA Guidelines section 15090 requires lead agencies to certify the final EIR prior to approving a project. The lead agency shall certify that the final EIR has been completed in compliance with CEQA, the final EIR was presented to the decision-making body of the lead agency and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project, and that the final EIR reflects the lead agency's independent judgment and analysis.

1.4 TERMINOLOGY

Characterization of Impacts

This EIR uses the following terminology to denote the significance of environmental impacts.

No Impact

"No impact" means that no change from existing conditions is expected to occur.

Adverse Impacts

A "less-than-significant impact" is an adverse impact, but would not cause a substantial adverse change in the physical environment, and no mitigation is required.

A "significant impact" or "potentially significant impact" would, or would potentially, cause a substantial adverse change in the physical environment, and mitigation is required.

A "less-than-significant impact with implementation of mitigation measures" means that the impact would cause no substantial adverse change in the physical environment if identified mitigation measures are implemented.

A "significant and unavoidable impact" would cause a substantial change in the physical environment and cannot be avoided if the project is implemented; mitigation may be recommended, but will not reduce the impact to less-than-significant levels.

Beneficial Impact

A "beneficial impact" is an impact that would result in a decrease in existing adverse conditions in the physical environment if the project is implemented.

2.0 Summary

2.1 CEQA Requirements

CEQA Guidelines Section 15123 requires an EIR to contain a brief summary of the proposed project and its consequences. This summary identifies each significant effect and the proposed mitigation measures and alternatives to reduce or avoid that effect; areas of controversy known to the lead agency; and issues to be resolved, including the choice among alternatives and whether or how to mitigate the significant effects.

This summary also includes a brief summary of the project description.

2.2 Proposed Project Summary

The proposed project involves the redevelopment of the site with a state-of-the-art senior living community that would replace the existing Los Gatos Meadows senior living community. The project includes the construction of eight, three- to five-story buildings rising from a ground level base containing the main building entry and reception, health center, and garage. The project would include 174 independent residential apartments totaling 334,574 square feet with 57 one-bedroom apartments and 117 two-bedroom apartments. The project would include a 20,588 square foot health center with 17 supporting care units specializing in assisted living care, memory care and respite care. In addition, the project would consist of 35,429 square feet of total amenity space (including fitness and dining areas) and 35,280 square feet for back of house and mechanical space. The project would include 91,827 square feet of parking space, with 77 standard parking spaces in the new garage.

The project would continue to use the existing driveway on Wood Road for access to the parking entrance, main entrance, and loading entrance. The project would reconfigure the existing “exit only” driveway located on Broadway, and would convert the driveway into a pedestrian and bicycle lane. The driveway will also serve as the fixed route for an autonomous vehicle connection from the main entrance to the Broadway frontage. Locations throughout the project would have various turning movement restrictions to ensure site distance visibility, and safe turning movement distances. The project would incorporate a dedicated road for fire access, which would be located on the western side of the property.

Detailed project description information is included in Section 4.0 Project Description.

2.3 SUMMARY OF SIGNIFICANT IMPACTS AND MITIGATION MEASURES

The proposed project would result in some significant or potentially significant impacts. Each of the significant impacts is identified in Table 2-1, Summary of Significant Impacts and Mitigation Measures, located at the end of this Summary section. The table lists each significant impact by topic area, mitigation measures to avoid or substantially minimize each impact, and the level of significance of each impact after implementation of the mitigation measures. Less-than-significant impacts are not included in the summary table.

2.4 SUMMARY OF ALTERNATIVES

This EIR evaluates the environmental impacts of the following three alternatives to the proposed project.

1. The first is the no project alternative, which discusses conditions as they currently exist with the closed senior living community currently located at the project site and allows decision makers to compare the impacts of approving the proposed project with the impacts of not approving the proposed project.

2. The second is also a no project alternative, which discusses a reasonably foreseeable development scenario whereby the project site would be developed with another project consistent with the site's General Plan land use designation of Medium Density Residential.

3. The third alternative is a reduced scale version of the proposed project. It consists of removing Villas B and C from the project. The primary purpose is to avoid removal of 62 trees and reduce grading that would be required to accommodate the two buildings. Several other significant mitigable impacts of the proposed project would be somewhat lessened.

2.5 AREAS OF KNOWN CONTROVERSY

CEQA Guidelines section 15123, Summary, requires a discussion of areas of controversy known to the lead agency including issues raised by agencies and the public. The Town is aware of general public concern about possible visual impacts as a result of the proposed project and has requested the applicant actively work with the public to address concerns. Only two comments on the notice of preparation were received by public agencies, are included in Appendix A, and are summarized below:

- Native American Heritage Commission

The commission identified the need for the Town to comply with the noticing and consultation requirements of AB52 and SB18. The Town's actions to comply with AB52 is described in Section 8.0, Cultural, Paleontological, and Tribal Resources. SB18 only applies to general plan amendments and therefore, is not relevant to the proposed project. Tribal resources are addressed in Section 8.0, Cultural, Paleontological, and Tribal Resources.

- California Department of Fish and Wildlife, Bay Delta Region

California Department of Fish and Wildlife staff identified possible direct impacts to roosting bats and nesting birds as a result of the proposed project and recommended measures to address. CDFW comments are addressed in Section 7.0, Biological Resources.

2.6 ISSUES TO BE RESOLVED

CEQA Guidelines Section 15123 requires an EIR to discuss issues to be resolved, including the choice among alternatives and whether or how to mitigate the significant effects. The Town of Los Gatos is not aware of any issues to be resolved; however, the Town Council will be required to consider the analysis in this EIR, and make a decision whether to approve the proposed project.

Table 2-1 Summary of Significant Impacts and Mitigation Measures

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
Air Quality			
Impact 6-5. Construction Activity Would Expose Sensitive Receptors to Toxic Air Contaminants	Significant	**Mitigation Measure 6-5a.** During construction, the project contractor shall implement the following measures to reduce emissions of fugitive dust and engine exhaust DPM, subject to review and approval by the Community Development Director. These measures shall be included in the project plans, prior to issuance of a demolition permit: a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered three (3) times per day and at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe; b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered; c. Avoid tracking visible soil material on to public roadways by employing the following measures if necessary: (1) Site accesses to a distance of 100 feet from public paved roads shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel and (2) washing truck tires and construction equipment prior to leaving the site; d. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; e. All vehicle speeds on unpaved roads shall be limited to five (5) mph; f. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; g. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points; h. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph and visible dust extends beyond site boundaries; j. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction adjacent to sensitive receptors. Wind breaks should have no greater than 50 percent air porosity; k. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established; l. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time; and m. Post a publicly visible sign with the telephone number and person to contact at the Town of Los Gatos regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations. **Mitigation Measure 6-5b.** Prior to the issuance of the demolition permit, the project developer shall prepare, and the project contractor shall implement, a demolition and construction emissions avoidance and reduction plan demonstrating a 25 percent reduction of infant/child cancer risk and a 60 percent reduction of PM2.5 exposures at the MEI to meet the air district's risk thresholds. The plan shall be prepared prior to the issuance of a demolition permit and shall be reviewed and approved by the Community Development Director. The plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure. The plan shall include the following measures: a. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA) particulate matter emissions standards for Tier III engines or better. Prior to the issuance of any demolition permits, the project applicant shall submit specifications of the equipment to be used during construction and confirmation this requirement is met;	

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		b. Use alternatively fueled equipment or equipment with zero emissions (i.e., aerial lifts, forklifts, and air compressors, etc., shall be either electrified or fueled by liquefied natural gas/propane); c. Provide line power to the site during the early phases of construction to minimize the use of diesel-powered stationary equipment, such as generators; and d. Other demonstrable measures identified by the developer that reduce emissions and avoid or minimize exposures to the affected sensitive receptors.	
Biological Resources			
Impact 7-2. Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat)	Significant	**Mitigation Measure 7-2.** Prior to issuance of a grading permit, a qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprint and fire defensible space. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. All woodrat middens shall be flagged for avoidance of direct construction impacts and fire defensible space where feasible. If impacts cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented by a qualified biologist and submitted to the Town, prior to issuance of a demolition and grading permit.	Less than Significant
Impact 7-3. Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat)	Significant	**Mitigation Measure 7-3.** Within 14 days prior to tree removal or other construction activities such as a demolition, the project developer shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, within structures proposed for demolition, and in trees and structures within 50 feet of the development footprint. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		search for presence of guano within and 50 feet around the project site. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and no further mitigation is required. If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and the following monitoring, exclusion, and habitat replacement measures shall be implemented: a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season. b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young	

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation. c. Bat Mitigation and Monitoring Plan. If roosting habitat is identified, a Bat Mitigation and Monitoring plan will be prepared and implemented to mitigate for the loss of roosting habitat. The plan will include information pertaining to the species of bat and location of the roost, compensatory mitigation for permanent impacts, including specific mitigation ratios and a location of the proposed mitigation area, and monitoring to assess bat use of mitigation areas. The plan will be submitted to CDFW for review and approval prior to the bat eviction activities or the removal of roosting habitat. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of grading and demolition permits.	
Impact 7-4. Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds)	Significant	**Mitigation Measure 7-4.** Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), construction activities within or adjacent to the project site boundary that include any tree or vegetation removal, demolition, or ground disturbance (such as grading or grubbing) shall be conducted between September 16 and January 14, which is outside of the bird nesting season. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		construction activities are suspended for at least 14 days and recommence during the nesting season, a qualified biologist shall conduct nesting bird surveys. a. Two surveys for active bird nests shall occur within 14 days prior to start of construction, with the final survey conducted within 48 hours prior to construction. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities. b. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active. Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of tree removal, demolition, and grading permits.	
Impact 7-5. Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage)	Significant	**Mitigation Measures 7-5a.** To avoid impacts to a the potentially jurisdictional drainage feature, a minimum 10-foot setback from the drainage shall be maintained during tree removal, demolition, and construction activities. The drainage and setback area shall be shown on all demolition and construction plans.	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		Mitigation Measure 7-5b. If disturbance will occur within ten feet of the drainage, prior to issuance of a grading permit within the project boundary, the applicant shall retain a qualified biologist to determine the extent of potential wetlands and waterways regulated by the USACE, RWQCB, and CDFW. If the USACE claims jurisdiction, the applicant shall retain a qualified biologist to obtain a Clean Water Act Section 404 Nationwide Permit. If the impacts to the drainage features do not qualify for a Nationwide Permit, the applicant shall proceed with the qualified biologist in obtaining an Individual Permit from the USACE. The applicant shall then retain a qualified biologist to coordinate with the RWQCB to obtain a Clean Water Act Section 401 Water Quality Certification. If necessary, the applicant shall also retain a qualified biologist to coordinate with the CDFW to obtain a Streambed Alteration Agreement. To compensate for temporary and/or permanent impacts to Waters of the U.S. that would be impacted as a result of the proposed project, mitigation shall be provided as required by the regulatory permits. Mitigation would be provided through one of the following mechanisms: a. A Wetland Mitigation and Monitoring Plan shall be developed that will outline mitigation and monitoring obligations for temporary impacts to wetlands and other waters as a result of construction activities. The Wetland Mitigation and Monitoring Plan would include thresholds of success, monitoring and reporting requirements, and site-specific plans to compensate for wetland losses resulting from the project. The Wetland Mitigation and Monitoring Plan shall be submitted to the appropriate regulatory agencies for review and approval during the permit application process. b. To compensate for permanent impacts, the purchase and/or dedication of land to provide suitable wetland restoration or creation shall ensure a no net loss of wetland values or functions. If restoration is available and feasible, a minimum 1:1 mitigation to impact ratio would apply to projects for which mitigation is provided in advance.	
Impact 7-6. Damage or Removal of Regulated Trees	Significant	**Mitigation Measure 7-6.** Prior to issuance of a tree removal permit and/or a grading permit, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		Consulting). Also, in accordance with the Town's Tree Protection Ordinance, the developer shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.	
Impact 7-8. Effect on Sensitive Natural Communities	Significant	**Mitigation Measure 7-8**. On-site landscaping shall be limited to drought-tolerant species, fire-resistant species, and species capable of increasing soil stability; with preference to plant species endemic to Santa Clara County. Species from the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (Cal-IPC 2020) shall be removed if present and not included in any new landscaping. The plant palette used for on-site landscaping shall be reviewed and approved by the Town of Los Gatos to confirm no invasive species shall be planted. Evidence of compliance shall be submitted to the Town of Los Gatos prior to occupancy of the residential buildings.	Less than Significant
Geology and Soils			
Geologic impacts associated with fault surface rupture, expansive soils, and land sliding and slope instability.	Significant	**Mitigation Measures 13-1.** The applicant's geotechnical consultant shall review and approve all geotechnical aspects of the development plans, ground improvement plans, shoring design criteria from a geotechnical perspective, and supporting structural details and calculations (i.e., site preparation and grading, site drainage improvements and design parameters for foundations, etc.,) to ensure that their recommendations have been properly incorporated. The project geotechnical consultant should review and approve appropriate performance testing for proposed ground improvement measures. The results of the geotechnical plan review should be summarized by the project geotechnical consultant in a letter and submitted to the Town Engineer prior to issuance of building permits. **Mitigation Measure 13-2.** The geotechnical consultant shall inspect, test and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to: ▪ site preparation and grading; ▪ ground improvement; ▪ shoring measures and design;	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
		▪ site surface and subsurface drainage improvements; and ▪ excavations for foundations prior to placement of steel and concrete. In addition, the project engineering geologist shall inspect opened excavations to confirm bedrock conditions are consistent with those anticipated. The results of these inspections and the as-built conditions of the project, including ground improvement measures and placement of engineered fill, should be described by the geotechnical consultant in a letter and submitted to the Town Engineer for review and approval prior to final (as-built) project approval. Specialty/design-build consultants and contractors (shoring, ground improvement, etc.) shall also submit construction reports confirming satisfactory construction of the specific aspects of the project that they are responsible for.	
Hazards and Hazardous Materials			
Hazardous materials impacts associated with exposure or release of asbestos and/or lead-based paint associated with demolition of existing structures.	Significant	**Mitigation Measure 13-3.** The applicant shall consult with Bay Area Air Quality Management District to determine permit requirements. Removal of asbestos-containing building materials is subject to Bay Area Air Quality Management District's Regulation 11, Rule 2: Asbestos Demolition, Renovation and Manufacturing. Release of lead into the atmosphere is subject to Bay Area Air Quality Management District's Regulation 11, Rule 1: Lead. Prior to the commencement of demolition activities on the site, the applicant shall provide evidence of meeting the permitting requirements of the Bay Area Air Quality Management District, to the satisfaction of the Town of Los Gatos Community Development Department.	Less than Significant
Wildfire Hazards			
Impact 12-1. Short-Term Construction-Related Traffic Activity That Has The Potential to Impair an Adopted Emergency Response Plan or Emergency Evacuation Plan	Significant	**Mitigation Measure 12-1.** In order to adequately address any potential conflicts with emergency access or evacuation routes during construction, the applicant shall prepare and implement a site-specific construction traffic management plan for any construction effort that would require work within existing roadways. The traffic management plan shall be prepared and submitted to the Town prior to issuance of demolition permit(s) and shall be prepared to the satisfaction of Town Public Works and County Fire Department staff.	Less than Significant

Significance Impact	Significance Level without Mitigation	Mitigation Measure(s)	Significance Level after Mitigation
Impact 12-4. Expose People or Structures to Significant Risks, including Downslope or Downstream Flooding or Landslides, as a Result of Runoff, Post-Fire Slope Instability, or Drainage Changes.	Significant	See **Mitigation Measures 13-1** and **13-2**, above.	

SOURCE: EMC Planning Group 2021

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3.0 Environmental Setting

3.1 Regional Setting

The Town of Los Gatos is located approximately 45 miles south of San Francisco, in the southwestern portion of Santa Clara County where the Santa Clara Valley meets the lower slopes of the Santa Cruz Mountains. Los Gatos is bounded by the City of San Jose to the north and east, the City of Campbell to the north, the cities of Monte Sereno and Saratoga to the west, and unincorporated areas of the County of Santa Clara to the south.

The Los Gatos Planning Area encompasses a wide variety of terrain, ranging from flat topography at the edge of the valley floor to densely wooded hillsides. Both the valley and hillsides are interspersed with creeks, streams, and riparian habitat. The sharp contrast between the valley floor and the hillsides provides the Town's picturesque setting.

3.2 Project Site and Vicinity Setting

Project Location

The project site is located at 110 Wood Road in the Town of Los Gatos. The property is accessed directly off Wood Road (via South Santa Cruz Avenue). The project site's Assessor's parcel number is 510-47-038, and is generally located between single family residences along Broadway to the northeast and Wood Road to the south. Figure 3-1, Location Map, presents the regional location of the project site.

Project Site Characteristics

The 10.84-acre project site is located in the southwestern portion of Los Gatos. The hillside property, with an elevation of approximately 400 to 600 feet above sea level, has abundant tree cover, primarily oak woodland. The site is currently developed with Los Gatos Meadows, a senior living community, which includes 10 residential buildings with 205 units. The facility includes a dining and commons building, an infirmary, garage and services building, a multi-purpose building, and two cottages. Total existing gross square footage (floor area) for all existing buildings is 150,475 square feet. Existing site area coverage, made up of existing buildings, subterranean garage, health center, and covered walkways, totals 116,427 square feet. There are 130 existing parking spaces onsite (85 within the existing

structure and 45 surface parking spaces) and staff and visitors also use nearby neighborhood street parking, leased commercial space parking, and a public parking lot due to lack of parking availability on-site. When the property was originally developed, there was significant grading due to the current two-level underground garage, as well as significant cuts, fills and retaining walls throughout the property. Since the early 1970s, Los Gatos Meadows has been and continues to be a part of the hillside setting of Los Gatos. Because of its location at the base of the hillside, the Los Gatos Meadows community is relatively hidden from all but limited views.

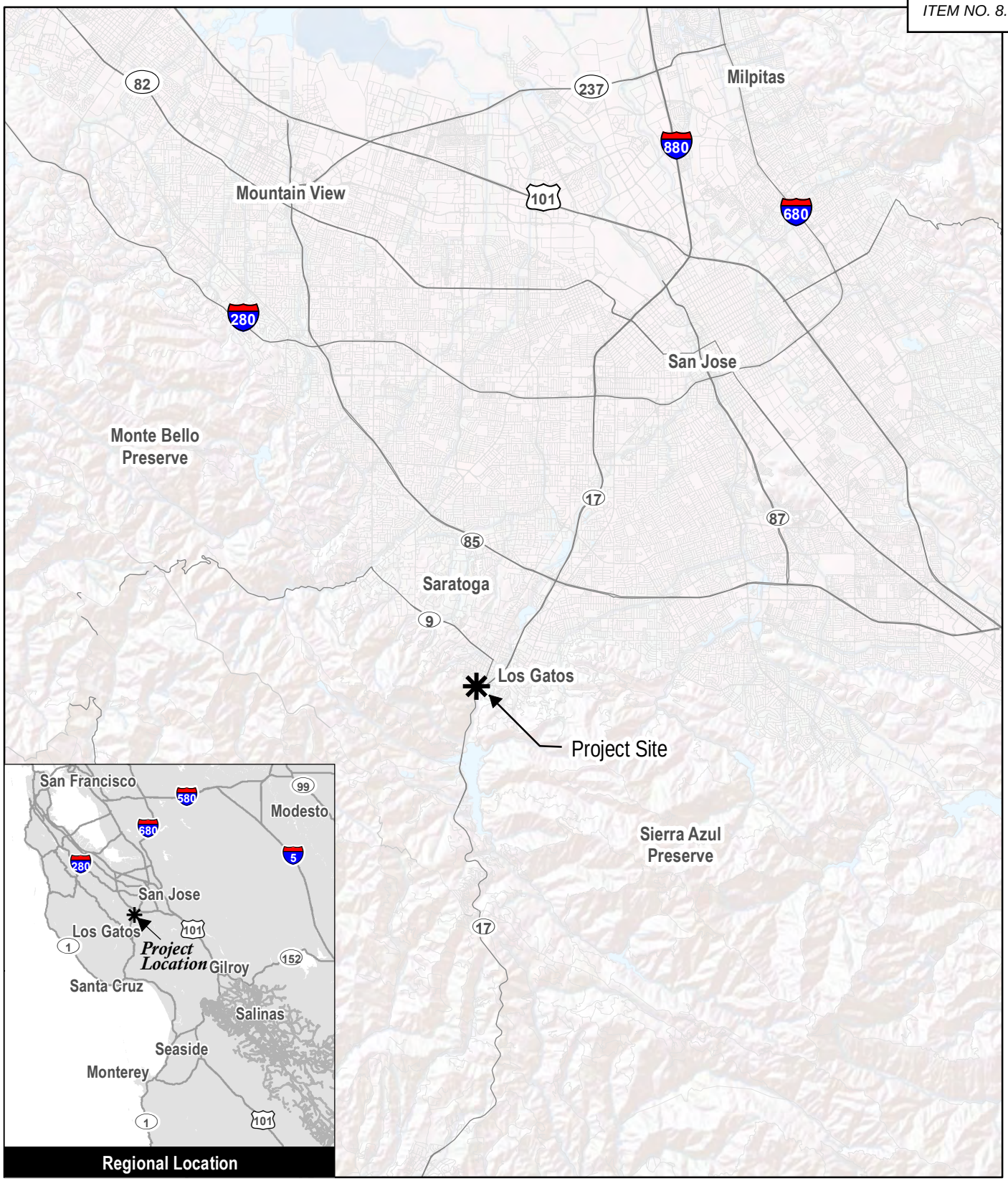
Project Site Setting

A senior living community has been operating on the site since 1971 with 10 residential buildings and other support facilities and amenities noted above. The site has three access points: two from the south off of Wood Road and one from the north via a driveway (referred to as Farwell Lane) connecting with Broadway. The facility has been closed since February 2019, after a rigorous facilities assessment concluded that continuing operations of the facility in its present form presented too great a risk to its residents. Although the facility has completed the closure process, the facility continues to be staffed to provide on-going maintenance and security of the property.

Surrounding land uses include single-family residences and the Seventh-Day Adventist Church to the north, office buildings and the Toll House Hotel to the east, a single-family home to the southeast, and hillside residences to the south and west. Other commercial uses along South Santa Cruz Avenue leading towards downtown Los Gatos are located northeast of the site. State Route 17 is located immediately east with an on/off-ramp accessed via South Santa Cruz Avenue located south of the project site. Figure 3-2, Aerial Photograph, presents the project site characteristics and surrounding land uses. Figure 3-3, Existing Facilities Representative Photos, presents photographs taken at the project site in August 2020.

3.3 Baseline Conditions

The environmental baseline upon which the proposed project will be assessed is the existing, operational Los Gatos Meadows senior living community. The Los Gatos Meadows facility was last fully operational in 2019 and included 10 residential buildings, with 205 independent residential apartments and support care units. These units included 129 independent senior living units (111 single units and 18 combined units, 39 skilled nursing facility beds, 27 assisted living units, and 10 memory support units (seven single units and three combined units). The facility included a dining and commons building, an infirmary, garage and services building, a multi-purpose building, and two cottages. There are 130 existing parking spaces onsite (85 within the existing structure and 45 surface parking spaces). Total existing gross square footage (floor area) for all existing buildings is 150,475 square feet.



Source: ESRI 2020

Figure 3-1
Location Map

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Source: Google Earth 2018, Santa Clara County GIS 2019

Figure 3-2

Aerial Photograph

110 Wood Road – Los Gatos Meadows Senior Living Community Draft EIR

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Source: EMC Planning Group 2020

Figure 3-3

Existing Facility Representative Photos

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Existing site area coverage, made up of existing buildings, subterranean garage, health center, and covered walkways, totals 116,427 square feet. At the time of full operation, the Los Gatos Meadows senior care facility housed approximately 222 residents and employed approximately 120 employees.

3.4 General Plan and Zoning Designations

The project site has a *Town of Los Gatos 2020 General Plan* (General Plan) land use designation of Medium Density Residential, which provides for multiple-family residential, duplex, and/or single-family homes with five-12 dwelling units per net acre. The project site is zoned Residential Planned Development (R:PD). The Planned Development (PD) overlay zone is intended to preserve the Town's natural and historic resources, promote the production of affordable housing, maximize open space, and/or allow a project that provides benefits to the citizens of the Town.

3.5 Plan Consistency

In accordance with CEQA Guidelines section 15125(d), this section identifies and discusses inconsistencies between the proposed project and applicable general plans, specific plans, and regional plans. Table 3-1, Policy Consistency Review, presents a policy consistency analysis for each of the Town's applicable plans.

Table 3-1 Environmental Policy Consistency Review
(*Town of Los Gatos 2020 General Plan, Los Gatos Sustainability Plan, Hillside Specific Plan*)

2020 General Plan Policy	Proposed Project	Discussion
Land Use Element		
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.	Consistent with implementation of mitigation measures 7-2, 7-3, 7-4, 7-5a, 7-5b, 7-6, and 7-8	Landscaping plans call for landscaping consistent with the Town's landscaping requirements, protect some existing trees, and replace those trees being removed. Facility design plans also call for building designs that reflect existing grading and reduce development footprints. Mitigation measures have been identified to protect special status species and wildlife habitat, should those be found to occur on the project site. Additionally, a final landscaping plan consistent with General Plan policies addressing landscaping with will be required to be submitted for review and approval by the Town prior to the issuance of building permits as part of a future Architecture and Site Review application.
Community Design Element		
CD-1.3 Buildings, landscapes, and hardscapes shall follow the natural contours of the property.	Consistent	As shown in the project plans (see sheets A205 through A207), the project would generally align building roof lines with the contour of the hill and incorporate smaller roof components, minimizing the contrast between buildings and the existing environment. As noted by the applicant and independently verified by Town staff and EMC Planning Group, the project proposes to address the Hillside Development Standards & Guidelines (HDS&G) by stepping the buildings into the hillside, minimizing the dimensions of the Town-facing buildings, saving some existing trees per the arborist plan, and implementing a landscape and tree-replacement plan.
CD-3.2 Street and structural lighting shall be required to minimize its visual impacts by preventing glare, limiting the amount of light that falls on neighboring properties, and avoiding light pollution of the night sky.	Consistent with implementation of Town design guidelines and condition of approval(s)	The existing facility currently has exterior and surface parking lighting and lighting typical of multifamily residential and senior care facilities. The proposed project would have uses similar to the existing uses and would continue to have lighting typical to senior care facilities. As shown on the "Site Lighting Concept Plan" (see sheet LS-12 of the project plans), proposed lighting fixtures include post top lights, bollard lights, and various wall mounted lights all of which comply with Town Code Section 29.10.09035, which prohibits the generation of direct or reflected light onto any area outside of the project boundaries. In addition, all exterior fixtures would comply with the Town requirements to be downward directed and shielded. The lighting will also be required to comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6, which requires reducing wasteful and unnecessary energy consumption in newly constructed and existing buildings including utilizing low intensity lighting designs and devices. Prior to the issuance of building permits, a final exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include

2020 General Plan Policy	Proposed Project	Discussion
		catalog sheets for each fixture shall be provided to the Town of Los Gatos for review and approval. Implementation of this condition would reduce the impact by requiring lighting design and controls for each building on the project site. Therefore, with the implementation of this condition, the project would be consistent with this policy.
CD-3.4 Encourage the use of landscaping such as trees, large shrubs, and trellised vines to mitigate the effects of building mass, lower noise, and reduce heat generation.	Consistent with implementation of conditions of approval	See discussion for Policy LU-1.3.
CD-4.1 Preserve the Town's distinctive and unique environment by preserving and maintaining the natural topography, wildlife, and native vegetation, and by mitigating and reversing the harmful effects of traffic congestion, pollution, and environmental degradation on the Town's urban landscape.	Consistent with implementation of conditions of approval	The proposed project would respect the natural topography of the site by redeveloping the existing, developed portion of the site, and by preserving the western hillside as undistributed open space. Additionally, the proposed project increases the overall open space of the site (from 75.4 percent of the site to 77.5 percent), which includes private open space areas and the western hillside. The net increase in trips would be 10 daily trips, which is negligible. In addition, access and circulation on the project site would be designed to adhere to the Town's design guidelines and standards and would be subject to approval by the Town's Public Works Department and Santa Clara County Fire Department. This would ensure that the proposed project is adequately designed to minimize hazards associated with design, as well as preserve and maintain the site's natural topography to the extent feasible. Therefore, the proposed project would not result in environmental degradation on the Town's urban landscape.
CD-4.3 Trees that are protected under the Town's Tree Preservation Ordinance, as well as existing native, heritage, and specimen trees should be preserved and protected as a part of any development proposal.	Consistent with implementation of mitigation measure 7-8	The proposed project would remove 213 regulated trees, all of which are considered either Protected (205 trees) or Large Protected (8 trees) as defined by Municipal Code Section 29.10). Implementation of mitigation 7-8, as identified in Section 7.0, Biological Resources, would reduce potential impacts to regulated trees by requiring Town approval prior to removal of regulated (protected) trees, installation of adequate replacement trees, and protection of all retained trees during construction.
CD-6.1 Reduce the visual impact of new construction and/or remodels on the Town and its neighborhoods.	Consistent with implementation of Town design guidelines	The proposed project would alter the existing visual character of the project site when viewed from off site. The proposed building footprints would be reduced compared to existing building footprints (from approximately 25 percent of the site to 23 percent) and the dimension of the Town-facing buildings; however, the new building height would increase by 30 feet. Landscaping is proposed to soften the visual impact of the new construction. The project is consistent with this policy.
CD-16.1 Prevent development that significantly depletes, damages, or alters existing landscape vistas.	Consistent with implementation of Town design guidelines	As discussed above for Policy CD-6.1, the project incorporates significant landscaping to ensure that the project does not significantly deplete, damage, or alter existing landscape vistas. Therefore, the project is consistent with this policy.

2020 General Plan Policy	Proposed Project	Discussion
CD-16.3 New structures or remodels shall be designed to respect views from surrounding properties while allowing all affected properties reasonable access to views.	Consistent with implementation of Town design guidelines and condition of approval(s)	Due to the topography of the project site and surrounding area, the project site is, for the most part, only within the viewshed of locations within the project site itself, from planned residences or from the project site's roadway, though limited views of the project site are available from portions of downtown Los Gatos and roadways immediately surrounding the site (uphill from the site on Wood Road and S. Santa Cruz Avenue). In conjunction with requirements imposed by the Town's design guidelines, the proposed project would not limit views from surrounding properties and would not impact views as discussed in Policy CD-6.1.
Transportation Element		
TRA-1.1 Development shall not exceed transportation capacity.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not exceed the capacity of the Town's transportation infrastructure.
TRA-3.1 All development proposals shall be reviewed to identify and mitigate project traffic impacts pursuant to the Town's traffic impact policy.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not result in traffic impacts that require mitigation.
TRA-3.2 Review development proposals to ensure that the circulation system and on-site or public parking can accommodate an increase in traffic or parking demand generated by the proposed development, subject to the considerations and findings required by the Town's Traffic Impact Policy.	Consistent	Pursuant to Town Code Section 29.10.150(c)(b), the project site requires one parking space per 2.5 beds for the proposed use. Therefore, 77 spaces are required. According to the project plans, 77 standard parking spaces would be provided and an additional 152 tandem parking spaces would also be proposed. Therefore, sufficient parking is proposed.
TRA-3.3 All new developments shall be evaluated to determine compliance with the Town's level of service policy for intersections.	Consistent	The Wood Road and Santa Cruz Avenue intersection would operate at acceptable LOS B under existing plus project conditions. If a roundabout is installed, the intersection would operate at LOS A under existing plus project conditions. Therefore, the project would result in acceptable levels of service at these intersections.
TRA-3.4 New projects shall not cause the level of service for intersections to drop more than one level if it is at Level A, B, or C and not drop at all if it is at D or below.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not result in a decrease in level of service.
TRA-3.5 If project traffic will cause any intersection to drop more than one level if the intersection is at LOS A, B, or C, or to drop at all if the intersection is at LOS D or below, the project shall mitigate the traffic so that the level of service will remain at an acceptable level.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not result in a decrease in level of service.

2020 General Plan Policy	Proposed Project	Discussion
TRA-3.10 Avoid major increases in street capacity unless necessary to remedy severe traffic congestion or critical neighborhood traffic problems and all other options, such as demand management and alternative modes, have been exhausted. Where capacity is increased, improvements shall balance the needs of motor vehicles with those of pedestrians and bicyclists.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not require an increase in street capacity.
TRA-3.12 The maximum level of mitigation measures shall be required for transportation impacts adjacent to sensitive receptors, including residences, schools, and hospitals.	Consistent	As detailed in Section D.17, Transportation, of the initial study in Appendix A, the proposed project would not result in transportation impacts adjacent to sensitive receptors.
Open Space, Parks, and Recreation Element		
OSP-2.1 Preserve the natural open space character of hillside lands, including natural topography, natural vegetation, wildlife habitats and migration corridors, and viewsheds.	Consistent	The proposed project would result in the reduction of the overall site development (from 24.6 percent of the site to 22.5 percent of the site) and the increase in overall open space (from 75.4 percent of the site to 77.5 percent), which would generally be consistent with the HDS&G. The HDS&G also emphasize minimizing grading and preserving natural features (including drainage channels and trees). While some structures could be visible from adjacent or nearby areas, the Town's Architecture and Site application process would ensure that tree removal, building design, and landscape planting for proposed buildings would be consistent with the Town's design standards that guide residential and non-residential development in hillside areas. In addition, landscaping plans show placement and selection of a variety of native plants, replacement trees, retention/preservation of 118 mature existing trees, a Village Green area, and passive gardens that are consistent with the General Plan and Los Gatos Hillside Specific Plan policies (see Table 3-1 under "Community Design Element"). In addition, landscaping plans are in keeping with landscaping design concepts and goals contained in the HDS&G, which emphasize maintaining the natural appearance of the hillsides where possible, designing for fire safety including maintaining adequate defensible space, utilizing native plant species, controlling erosion, screening buildings, and providing privacy. See also discussion for Policy CD-1.3.
OSP-2.4 Adjacent parcels in the hillsides shall provide an uninterrupted band of useable segments for wildlife corridors and recreational use, if applicable.	Consistent	The proposed project retains the currently undeveloped hillside on the project site, which is adjacent to other parcels, thereby providing for continued wildlife movement.

2020 General Plan Policy	Proposed Project	Discussion
OSP-6.3 Consider effects on watershed areas, plant and wildlife habitats, and migration corridors before allowing development of any open space.	Consistent	See discussion for Policies LU-1.3 and OSP-2.4.
OSP-9.1 Evaluate archaeological and/or cultural resources early in the development review process through consultation with interested parties and the use of contemporary professional techniques in archaeology, ethnography, and architectural history.	Consistent	A cultural resource survey and records search was conducted for the project site in 2020. The results are summarized in Section 8.0, Cultural Resources.
OSP-9.2 Ensure the preservation, restoration, and appropriate use of archaeological and/or culturally significant structures and sites.	Consistent	Archival research and an archaeological field survey indicated the project site has no culturally significant structures and no previously recorded historic or archeological resources. The proposed project would be required to comply with and implement this policy if previously unknown resources are accidentally discovered during construction activities (see Section 8.0, Cultural Resources).
OSP-9.3 Treat with respect and dignity any human remains discovered during implementation of public and private projects within the Town and fully comply with California laws that address the identification and treatment of human remains.	Consistent	The proposed project would be required to comply this policy (see Section 8.0, Cultural Resources).
OSP-9.4 Require that if cultural resources, including archaeological or paleontological resources, are uncovered during grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented.	Consistent	The proposed project would be required to comply this policy (see Section 8.0, Cultural Resources).
OSP-9.5 Encourage development to avoid impacts to burial sites by designing or clustering development to avoid archaeological deposits that may contain human remains.	Consistent	No human remains are known to exist on the project site. Should they be accidentally discovered during grading and construction activities, the project would be required to comply with this policy (see Section 8.0, Cultural Resources).
Environment and Sustainability Element		
ENV-1.1 Preserve trees that are protected under the Town's Tree Protection Ordinance, as well as other native heritage, heritage and specimen trees.	Consistent with implementation of mitigation measure	See discussion for Policy CD-4.3.
ENV-1.2 Public and private projects shall protect special-status native plant species.	Consistent	EMC Planning Group conducted a focused plant survey on April 22, 2021 during the blooming period for special-status plants that have the potential to grow within the project area. However, no special-status plants were observed during that survey. See section 7.0, Biological Resources, for additional information. The proposed project would have no impact on special-status plant species.

2020 General Plan Policy	Proposed Project	Discussion
ENV-1.3 Prohibit development that significantly depletes, damages or alters existing special-status plants.	Consistent with implementation of mitigation measure	See discussion for Policy ENV-1.2.
ENV-4.1 Public and private projects shall not significantly deplete, damage or alter existing wildlife habitat or populations.	Consistent with implementation of mitigation measures 7-2, 7-3, 7-4, and 7-8	The proposed project would not alter the majority of wildlife habitat on the project site. Mitigation measures 7-2, 7-3, 7-4, and 7-8 collectively address potential adverse impacts to wildlife and wildlife habitats and would reduce potential depletion, damage, or alteration of wildlife habitat and populations.
ENV-4.3 Maintain open space and native plant communities that provide habitat and migration corridors for native wildlife species.	Consistent	See discussion for Policy OSP-2.4.
ENV-4.4 Identify and protect areas with significant habitat diversity or importance for wildlife, such as riparian corridors, wildlife movement corridors and large tracts of undeveloped land.	Consistent	The proposed project would not impact an area with significant habitat diversity or importance for wildlife, such as riparian corridors, wildlife movement corridors and large tracts of undeveloped land.
ENV-4.6 Preserve the habitats of native plants, especially rare species or species that have significant local value to the Town.	Consistent	See discussion for Policy CD-4.3 and Policy ENV-1.2.
ENV-4.7 Nesting sites shall be preserved in new development and within existing development unless a mitigation plan is approved.	Consistent with implementation of mitigation measure 7-4	Protected nesting birds, including raptor species such as Cooper's hawk (*Accipiter cooperii*), have potential to nest on and adjacent to the project site during the nesting bird season (January 15 through September 15). If nesting birds protected by state and federal regulations are present on or adjacent to the site during construction activities including vegetation removal and site preparation including building demolition, the proposed project may directly result in loss of active nests, or indirectly result in nest abandonment and thereby cause loss of fertile eggs or nestlings. Implementation of mitigation measure 7-4 would ensure the project is consistent with this policy.
ENV-4.10 The Town shall require open space dedications as a means to protect wildlife.	Consistent	Approximately 77.5 percent of the site would remain as open space, which is greater than the 75.4 percent under the existing permit condition.
ENV-4.11 Town staff shall review site plans to ensure that existing significant wildlife habitats and migration corridors are not adversely affected by either individual or cumulative development impacts.	Consistent	See discussion for Policies LU-1.3 and OSP 2.4.

2020 General Plan Policy	Proposed Project	Discussion
ENV 5.1. Applicants shall demonstrate that new development will not contaminate surface water and/or groundwater.	Consistent with implementation of Town requirements	By complying with the Construction General Stormwater Permit and the Town's stormwater management requirements, the proposed project would not violate any water quality standards or degrade water quality. The proposed project's storm drainage system and the Town's requirement for a storm water pollution prevention program and erosion and sedimentation control plan would reduce the potential for contamination.
ENV-9.1 As part of CEQA review for development projects, require analysis of the single and cumulative impacts on water drainage (runoff) and contamination (water quality) in all areas but particularly in or adjacent to hillsides, riparian corridors, and important undeveloped watersheds.	Consistent with implementation of Town requirements	An analysis of cumulative impacts on water drainage (storm water runoff) and water quality is included in Section 19.0, Cumulative Impacts. Analysis of individual (project) impacts of runoff and water quality is included in Section D.10., Hydrology and Water Quality and Section D.10, Utilities and Service Systems, in the initial study prepared for this project in conjunction with the release of the notice of preparation.
ENV-12.5 Site plans shall be reviewed to include an assessment of the potential adverse impact from air pollution and recommended alternatives to reduce such impacts.	Consistent	An analysis of air quality impacts as a result of the proposed project are included Section 6.0, Air Quality, of this EIR. Criteria air pollutant emissions for both construction and operations were determined to be less than significant and would not exceed air district thresholds. Therefore, the proposed project is consistent with this policy.
ENV-12.7 During construction, ensure all applicable best management practices are used in accordance with Bay Area Air Quality Management District standards to reduce emissions of criteria pollutants.	Consistent	The criteria air pollutants generated during construction of the proposed project were estimated using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. According to the model results, the proposed project would not generate criteria pollutants emissions volumes that exceed the air district standards. However, the Town will require the project to apply best management practices to reduce criteria pollutants emissions as a condition of project approval. Therefore, the project is consistent with this policy.
Noise Element		
NOI-1.1 The Town, as part of the Environmental Review process, shall require applicants to submit an acoustical analysis of projects. All input related to noise levels shall use the adopted standard of measurement shown in Table NOI-2. Noise impacts of new development shall be evaluated in terms of any increase of the existing ambient noise levels and the potential for adverse noise and groundborne vibrations impacts on nearby or adjacent properties. The evaluation shall consider short-term construction noise and on-going operational noise.	Consistent with implementation of best management practices	An operational acoustical analysis was not conducted because the proposed project is a replacement or development project providing similar levels of residents and employees; and therefore, there is no evidence that operational noise would be notably different than the baseline noise. Noise generated by construction activities would temporarily elevate noise levels at adjacent noise sensitive areas (single-family residences) during the anticipated 30 months of construction. However, based on the distance to adjacent residences, construction noise would not be anticipated to exceed 60 dBA L_{eq} at adjacent noise sensitive outdoor use areas. Construction on the project site would not occur during nighttime hours, when occupants of the residences would be expected to be most sensitive to noise.

2020 General Plan Policy	Proposed Project	Discussion
Safety Element		
SAF-1.1. Require reliable evaluations of the existing geologic conditions of sites proposed for development where conditions indicate the possibility of weak supporting soils or geologic structures.	Consistent with implementation of mitigation measures	The applicant submitted a final version of the *Geotechnical Investigation and Geotechnical Evaluation* (geotechnical report), prepared by Cornerstone Earth Group, Inc., dated December 30, 2020, in January 2021. The geotechnical report noted several potential geologic impacts that are to be addressed through several design recommendations for the proposed project. These recommendations include, but are not limited to, providing a 25-foot setback from a mapped surface trace of a fault along the eastern edge of the property; underlaying the foundation by ground improvement or deepening the foundation to bedrock to avoid soil instability; removing alluvial fan deposits down to bedrock and replacing with engineering fill along the proposed retaining wall along the eastside of Farwell Lane for a minimum of 15 feet; removing and replacing all undocumented fill; and designing for sufficient reinforcement for slabs-on-grade. Implementation of the mitigation measures 13-1 and 13-2, as articulated in the February 2021 geotechnical peer review conducted by the Town's geotechnical consultant, would ensure consistency with this policy.
SAF-1.6. Require geological investigations for any development or project as mandated by the State or deemed warranted by the Town.	Consistent with implementation of mitigation measures	See discussion for Policy SAF-1.1.
SAF-1.8. Require preparation of a report from an engineering geologist and/or geotechnical engineer that discusses the geologic, seismic, and geotechnical engineering conditions and potential hazards for developments in hazard zones mapped by the State or identified by the Town, as shown in Figures SAF-1 and SAF-2.	Consistent with implementation of mitigation measures	See discussion for Policy SAF-1.1.
SAF-1.9 Enforce the California Building Code seismic safety restrictions. Require fault investigations for structures for human habitation and all critical facilities. Investigation may include field investigations. Reports shall include appropriate design measures to mitigate potential fault ground rupture/deformation to acceptable levels, and shall be reviewed by the Town.	Consistent with implementation of mitigation measures	See discussion for Policy SAF-1.1.

2020 General Plan Policy	Proposed Project	Discussion
SAF-1.10. Require geologic and geotechnical reports and Town review during the development review process for projects with significant grading, potential erosion and sedimentation hazards.	Consistent with implementation of mitigation measures	See discussion for Policy SAF-1.1.
SAF-1.11. Require geologic and geotechnical reports to specify construction methods to protect the proposed project, as well as existing residences in the vicinity, from identified hazards.	Consistent with implementation of mitigation measures	See discussion for Policy SAF-1.1.
SAF-2.1 New development located in or adjacent to fire hazard areas shall be designed and sited to minimize hazards to life and property. Utilize fire preventive site design, access, fire-safe landscaping, and building materials, and incorporate fire suppression techniques.	Consistent with implementation of mitigation measures 12-1, 13-1, and 13-2 and conditions of approval	Preparation and implementation of a construction traffic management plan, as required by Mitigation Measure 12-1, would adequately address any potential conflicts with emergency access or evacuation routes during construction by communicating proposed lane and road closures to first responders and allowing first responders to plan accordingly to ensure that emergency response times and maintain adequate emergency access. As a result, with mitigation this impact would be less than significant.
SAF-2.4 Provide secondary emergency access that will not increase traffic for homes in areas identified as Very High Fire Hazard Areas on the Town's Wildland Fire Severity Zone Map.	Consistent	The project site would be accessible via the existing 22-foot-wide Wood Road and a new 20-foot-wide secondary access (Farwell Lane) which is accessed at both the west and eastern boundaries of the facilities and connects to Broadway to the north of the site. Project plans show full fire access circulation around building perimeter. Additional bump-outs and widening lanes to 26 feet have been included as well (see sheets C108.1, C108.2, and C108.3). In addition, a new fire engine turn-around is proposed at the western edge of the property along the dedicate fire access road to provide adequate turn radius for County Fire Department equipment in case of emergency.
SAF-4.6 Require major new development and redevelopment to provide mitigation to ensure that the cumulative rate of peak stormwater run-off is maintained at pre-development levels.	Consistent with conditions of approval	By complying with the Construction General Stormwater Permit and the Town's stormwater management requirements, the proposed project would not violate any water quality standards or degrade water quality and would not exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.
SAF-8.2 Identify and mitigate fire hazards during the project review and approval process.	Consistent with conditions of approval	The Santa Clara County Fire Department has reviewed the proposed project and identified significant wildfire hazards particular to this site. The County Fire Department provided conditions of approval regarding fire flow, vegetation and fuel modification, and sprinkler and fire alarm requirements, which are to be incorporated into the permit approvals. Based on the Fire Department's review, the implementation of the conditions of approval would provide a sufficient fire protection system for the project.

Los Gatos Sustainability Plan Policy	Proposed Project	Discussion
RE-5 Solar Ready Features. Where feasible, require that all new buildings be constructed to allow for the easy, cost-effective installation of future solar energy systems. "Solar ready" features should include: proper solar orientation (i.e. south facing roof area sloped at 20° to 55° from the horizontal); clear access on the south sloped roof (i.e. no chimneys, heating vents, or plumbing vents); electrical conduit installed for solar electric system wiring; plumbing installed for solar hot water system; and space provided for a solar hot water storage tank.	Consistent with implementation of the Town's Architectural and Site review	Energy efficiency and sustainability-related measures will be evaluated and addressed during the Town's Architectural and Site review and Building Permit plan check process for the proposed project.
EC-1 Energy-Efficient Appliances and Lighting. Require new development to use energy-efficient appliances that meet Energy Star standards and energy-efficient lighting technologies that exceed Title 24 standards by 30 percent.	Consistent with implementation of the Town's Architectural and Site review	Energy efficiency and sustainability-related measures will be evaluated and addressed during the Town's Architectural and Site review and Building Permit plan check process for the proposed project.
WW-1 Water Use and Efficiency Requirements. For new development, require all water use and efficiency measures identified as voluntary in the California Green Building Standards Code, and consider more stringent targets. California Green Building Standards Code requirements include: 1) reduce indoor potable water use by 20 percent after meeting the Energy Policy Act of 1992 fixture performance requirements, and 2) reduce outdoor potable water use by 50 percent from a calibrated mid-summer baseline case, for example, through irrigation efficiency, plant species, recycled wastewater, and captured rainwater. Establish Town requirements for discretionary projects regarding watering timing, water-efficient irrigation equipment, water-efficient fixtures, and offsetting demand so that there is no net increase in imported water use. Include clear parameters for integrating water conservation infrastructure and technologies, including low-flush toilets and low-flow showerheads. As appropriate, partner with local water conservation companies on the development and implementation of this measure.	Consistent with implementation of the Town's Architectural and Site review	Energy efficiency and sustainability-related measures will be evaluated and addressed during the Town's Architectural and Site review and Building Permit plan check process for the proposed project.
WW-3 Bay Friendly Landscaping. Require new development to use native plants or other appropriate non-invasive plants that are drought-tolerant, as described in the Bay Friendly Landscaping Guidelines, available at StopWaste.org and BayFriendlyCoalition.org. The Los Gatos water efficient landscaping requirements (Chapter 26, Article IV of the Town Code) require private development projects to calculate the maximum applied water for the irrigated landscaped areas of the project site. A landscape design plan proposing appropriate plantings (adaptable to the site climatic, geologic, and topographic	Consistent with implementation of the Town's Architectural and Site review	Energy efficiency and sustainability-related measures will be evaluated and addressed during the Town's Architectural and Site review and Building Permit plan check process for the proposed project.

Los Gatos Sustainability Plan Policy	Proposed Project	Discussion
conditions) and a water-conserving irrigation system must be provided to ensure that irrigation water use remain below the calculated amount. Native species and natural areas should be preserved. Use of recycled water is encouraged where available. Post-installation field inspection to certify compliance must be submitted to the Town.		

Hillside Specific Plan Policy	Proposed Project	Discussion
Land Use		
1. Clustering of Dwelling Units: Clustering of dwelling units should be encouraged to preserve the scenic nature of the hillsides and to allow for economies in the construction of required public and private facilities.	Consistent	The proposed project would reduce the overall development footprint as compared to the existing facility by clustering proposed facility buildings to the extent possible, including five buildings clustered around a central open space.
Facilities Services		
1. Availability of Services for Development: Development proposals shall be approved only if the necessary road, water, sanitation and other services required for the proposed use are provided to the property.	Consistent	See discussion for Policy LU-4.2.
Circulation		
1. Design of Hillside Roads and Driveways: a. Hillside roadways and driveways shall be designed and located so as to: 1. Require a minimum amount of earth movement. 2. Be consistent with the specified standards for curves, gradients, widths, and other controlling factors. 3. Be in harmony with the surrounding landscape by utilizing aesthetic design concepts, including landscaping with native plants and materials. 4. Allow for special designs where natural features such as rocks, slopes and trees require special treatment. b. Adequate slope easements shall be provided.	Consistent	See discussion for General Plan Policy SAF-1.1.

Hillside Specific Plan Policy	Proposed Project	Discussion
6. Two Means of Access: a. As a guide to developing a circulation plan, two means of access shall be provided to all areas. If dual access is NOT available, the land use intensity shall be limited in accordance with the access provided. b. Secondary access shall be sought for existing dead end streets. c. The second means of access shall not encourage through traffic to nonresidents and could be limited to emergency access only. d. Where single access roads exist, acceptable provisions shall be made for emergency access. Emergency access roads shall be designed to assure passability, however, the design shall prevent unauthorized non-emergency through access.	Consistent	The project would also improve the integration of the site with the broader Los Gatos community by closing Farwell Lane to through traffic and transitioning this pathway connecting Los Gatos Meadows and Broadway into a naturally landscaped, pedestrian friendly connection to downtown Los Gatos. The conversion of Farwell Lane into a pedestrian and bicycle lane would improve safety for vehicle and pedestrian interaction at the intersection of Farwell Lane and Broadway. The project would continue to use the existing driveway on Wood Road for access to the parking entrance, main entrance, and loading entrance, providing safe and efficient access to the site. The project would incorporate a dedicated area for fire access, which would be located on the western side of the property.
Open Space		
4. Tree Removal: The cutting of live trees shall be controlled under Town and County policies designed to restrict cutting.	Consistent with implementation of mitigation measure	See discussion for Policy CD-4.3
Safety		
1. Geologic Hazards Reviews: Development shall be avoided or carefully controlled in potentially hazardous geologic areas.	Consistent with implementation of mitigation measures.	See discussion for General Plan Policy SAF-1.1.
2. Fire Protection: a. Development should be avoided in areas subject to severe fire danger. b. Development should be avoided unless measures designed to assure the highest degree of fire prevention and fast, effective means of fire suppression are provided.	Consistent with implementation of mitigation measures	See discussion for General Plan Policies SAF-2.1, SAF-2.4, SAF-4.6, and SAF-8.2.

SOURCE: EMC Planning Group 2021; Los Gatos 2010; Los Gatos 2012; Los Gatos 1978

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4.0
Project Description

4.1 PROJECT OBJECTIVES

The objective of the proposed project is to approve a new/updated Planned Development (PD) to rebuild a state-of-the art senior living community on a 10.84-acre site consistent with the *Town of Los Gatos 2020 General Plan,* Town of Los Gatos zoning code and in the spirit of the *Town of Los Gatos Hillside Design Standards and Guidelines*. In addition, the applicant (Rockwood Pacific) has provided the following project objectives:

- Consistent with the Town's General Plan goals and policies and density allowed by the existing site zoning, rebuild the Los Gatos Meadows site into a contemporary, full-service senior living community (Life Plan Community) that provides seniors 62+ years and over an opportunity to age in place and live successfully in the Los Gatos Community;
- Revitalize the site with a request for a new (updated) Planned Development (PD) that would allow the same number of apartments permitted under the existing PD entitlement in a manner responsive to market demand and financially feasible for Covia Communities (property owner) to implement & operate;
- Revitalize the site with intent of minimizing overall building site coverage, integrating the apartments with the natural topography, minimizing visual impacts and substantially improving fire safety;
- Assist in the implementation of the Town's 2015-2023 Housing Element by furthering the Goals and Policies specific to providing housing opportunities, lifestyle living and assisted living facilities for seniors;
- Further the Town's Human Services Element by revitalizing Los Gatos Meadows into a healthy, contemporary independent senior living community that connects seniors with existing resources in the community, encourages social interaction, improves mobility and ensures a safe environment for Los Gatos seniors;
- Provide seniors with an alternative mode of transportation by incorporating autonomous vehicle technology into the project to assist in enhanced connectivity between Los Gatos Meadows and proximate Town services such as the Library, Civic Center and retail/entertainment uses;

- Utilize architectural design principles and techniques that incorporate the Town's Sustainable Design strategies and materials to promote a healthy living environment;
- Provide a mix of different unit sizes and varying levels of care that respond to the needs of an active, aging community;
- Improve the integration of the site with the broader Los Gatos Community by closing Farwell Lane to through traffic and transitioning the Lane from Los Gatos Meadows to Broadway into a naturally landscaped, pedestrian-friendly connection to Downtown Los Gatos;
- Use the project as an opportunity to integrate the site design & architecture with existing topography and natural landscape in a manner that more harmoniously reflects the site's natural beauty than exists today; and
- Integrate and evoke the experience of nature by utilizing natural building materials, finishes, forms, patterns and colors that reflect the character of the surrounding hillside setting.

4.2 PROJECT CHARACTERISTICS

The proposed project involves the redevelopment of the 10.84-acre site with a senior living community that would replace the existing Los Gatos Meadows senior living community. The project would include 174 independent residential apartments plus 17 supporting care units. The project, a Continuing Care Retirement Community (CCRC), would be licensed as a Residential Care Facility for the Elderly (RCFE) under the California Department of Social Services. The project would be restricted to persons age 62 and older and would provide 24/7 assisted living services to the residents. The project would provide coordinated health care services, including 17 supporting care units. These proposed services would be similar to the use offered in the previous community. An estimated 120 full time equivalent (FTE) employees would be anticipated with the project; this is commensurate with the number of employees onsite prior to the closure of the facility in late 2019.

Background

Los Gatos Meadows, a CCRC owned and operated by Covia Communities, was originally developed as a CCRC and opened in 1971. The objective then, and now, is to provide seniors a place to age in place, living independently in the Los Gatos Community. In March 1968, the Town of Los Gatos adopted Ordinance NO. 938, which rezoned the 10.84-project site to Residential Planned Development (R:PD). The Town Code 29.80.120 provides that if a R:PD ordinance was in effect prior to the adoption of the Town's PD regulations in 1976, that prior ordinance continues to apply. However, as part of the request to rebuild the existing Los

Gatos Meadows facility, Rockwood Pacific and Covia Communities seek a new Planned Development permit. While the current PD Permit remains valid, per Section 29.80.075 of the Town Municipal Code, the applicant recognizes the need to update the permit to reflect their desire to rebuild on the current site. The site's proposed density of 16 dwelling units per acre is above the General Plan's maximum density limit of 12 dwelling units per acre; however, it is below the density of 18 dwelling units per acre allowed under the existing PD Permit conditions. The term "dwelling units" relates to independent residential apartments, not to the supporting care units, consistent with the interpretation of dwelling units under the original PD Permit.

In February 2019, after undertaking a facilities assessment by a third-party firm on the condition and physical status of its buildings, Covia concluded that continuing operations of the facility in its present form presented too great a risk to its residents. Of the numerous conditions reviewed during the assessment, compromised accessibility for fire response services and other fire safety issues, inadequate building systems, aging infrastructure, and the accumulated risk of all other operational and structural factors led to this decision. Covia initiated a months-long closure and transition process to ensure that these risks would not cause harm to the residents of Los Gatos Meadows. As of September 30, 2019, all residents of Los Gatos Meadows had found new homes, with a vast majority of life care residents either moving to another community owned and operated by Covia Communities or moving to a non-Covia community but retaining their life care contract with Covia.

Application

- Planned Development (PD) Overlay permit (PD-20-001)

A Planned Development application has been filed by the applicant requesting a "Planned Development" overlay be applied to the site's existing "Residential Planned Development" zoning designation. A subsequent Architecture and Site application will be required if the Planned Development application is approved by the Town Council. In accordance with Town Code Section 29.20.140(d), the Architecture and Site approval is required for purposes of approving the development plan for the new senior living community to ensure conformance with Town regulations related to the height, width, shape, proportion, siting, exterior construction and design of buildings and to ensure that they are architecturally compatible with their surroundings.

Proposed Land Uses

The site is zoned "Residential Planned Development (R:PD)" and has a General Plan land use designation of Medium Density Residential. The General Plan land use designation of Medium Density Residential allows for a maximum density of 12 dwelling units per acre.

However, consistent with density bonus laws in California, General Plan Action HOU-1.3 provides up to a 100 percent density bonus for developments that include housing for the elderly. The project proposes a density of 16 dwelling units per acre, which is within the maximum allowed for the site under the existing PD permit conditions. A comparison of the proposed project to the existing PD permit conditions is provided in Table 4-1, Comparison of Planned Development Permit Conditions, below.

Table 4-1 Comparison of Planned Development Permit Conditions

Permit Condition	Original 1968 PD Conditions	Proposed Project Conditions
Site Coverage	24.6%[5]	22.5%
Total Site Area Coverage (Square Footage)	116,427	106,540
Maximum Dwelling Unit Density	18 units per acre	16 units per acre
Total Number of Independent Residential Apartments[1]	184	174
Total Number of Units in Health Center	38	17
Total Units Permitted	222[2]	191
Total Gross Square Footage (Floor Area)[6]	150,475	430,816
Open Space	75.4%	77.5%
Building Setbacks from property line[4]	Front: 20'-0" Side: 15'-0", 27'-0" Rear: 15'-0"	Front: 34'-10" Side: 40'-10", 60'-10" Rear: 32'-11"
Parking	111 parking spaces[3]	77 parking spaces
Height[4]	Predominantly two-story with some basement or below grade space for infirmary, parking, storage and mechanical. Heights vary between 30'-9" and 55'-2".	3-5 stories above landscaped Terrace Level. G Level below contains parking, storage, mechanical space, main entry, and health center. Heights vary between 59'-0" and 85'-6" feet.

SOURCE: Rockwood Pacific 2020; Covia 2020

NOTE:

1. 184 units is the number of independent residential apartments allowed; total unit count including skilled nursing beds permitted is 222 total units.
2. Total applicable unit count after consolidation/combination of units is 205 (129 independent living units, 27 assisted living units, 10 memory care units and 39 skilled nursing beds).
3. The current number of spaces onsite is 130.
4. Neither minimum building height nor maximum setbacks are specified under the 1968 entitlement. Table 4-1 includes setback and heights under the current and proposed conditions.
5. Lot Coverage Calculation Method: Only the footprints of the eight buildings were in the initial application. This included balconies but did not include covered walkways connecting between buildings. Covered walkway areas have been added to the totals on the Plan Set Cover Page, and in the resubmitted Project Description and Letter of Justification. The G level area not under bldg. footprints above was not included, as the spaces above are landscaped courtyards. The cooling tower/generator enclosure is open to the sky and was not included. Total site gross square footage is 472,185.
6. Total gross square footage (floor area) excludes parking, balconies (not used for egress), and generator/cooling tower enclosure areas

Proposed Improvements

Senior Living Community

The proposed project involves the redevelopment of the site with a state-of-the-art senior living community that would replace the existing Los Gatos Meadows senior living community. Figure 4-1, Site Plan, presents the proposed redevelopment of the property. The complete set of plans is included in Appendix B. The project includes the construction of eight, three- to five-story buildings rising from a grade level base containing the main building entry and reception, health center, and garage. Building heights would vary between 59 feet and 85.5 feet, with residential villas varying between three and five stories. The project would include 174 independent residential apartments totaling 334,574 square feet with 57 one-bedroom apartments and 117 two-bedroom apartments. The project would include a 20,588 square foot health center with 17 supporting care units specializing in assisted living care, memory care and respite care. In addition, the project would consist of 35,429 square feet of total amenity space (including fitness and dining areas) and 35,280 square feet for back of house and mechanical space. The project would include 91,827 square feet of parking space, with 77 standard parking spaces in the new structure. Table 4-2, Summary of Proposed Buildings, provides a summary of the proposed buildings, including all service and amenity areas.

Table 4-2 Summary of Proposed Buildings

Building	# of Apartments	Gross Square Footage (SF)	Building Heights[2]
A	46	157,054[1]	85.5
B	20	41,483	70.5
C	29	56,891	81.5
D	15	31,426	70.5
E	18	40,712	82
F	17	40,712	82
G	14	31,426	70.5
H	15	31,112	59

SOURCE: Rockwood Pacific 2020
NOTE: 1. Building A GSF includes service spaces on Level G including entry/reception, fitness area, health center and several back of house areas.
2. Finished building height dimensions are to ground level (+488').

Site improvements would include on-site amenity areas, parking, new landscaping, and a variety of energy efficient and sustainable interior and exterior building elements. Parking for residents, staff, and visitors would be provided within a new structure which would include 77 standard, non-tandem parking spaces of which approximately 30 would be near

the garage entrance and the balance on the main parking level. The property owner has indicated they would be able to increase the parking capacity to 229 spaces by implementing a valet parking service.

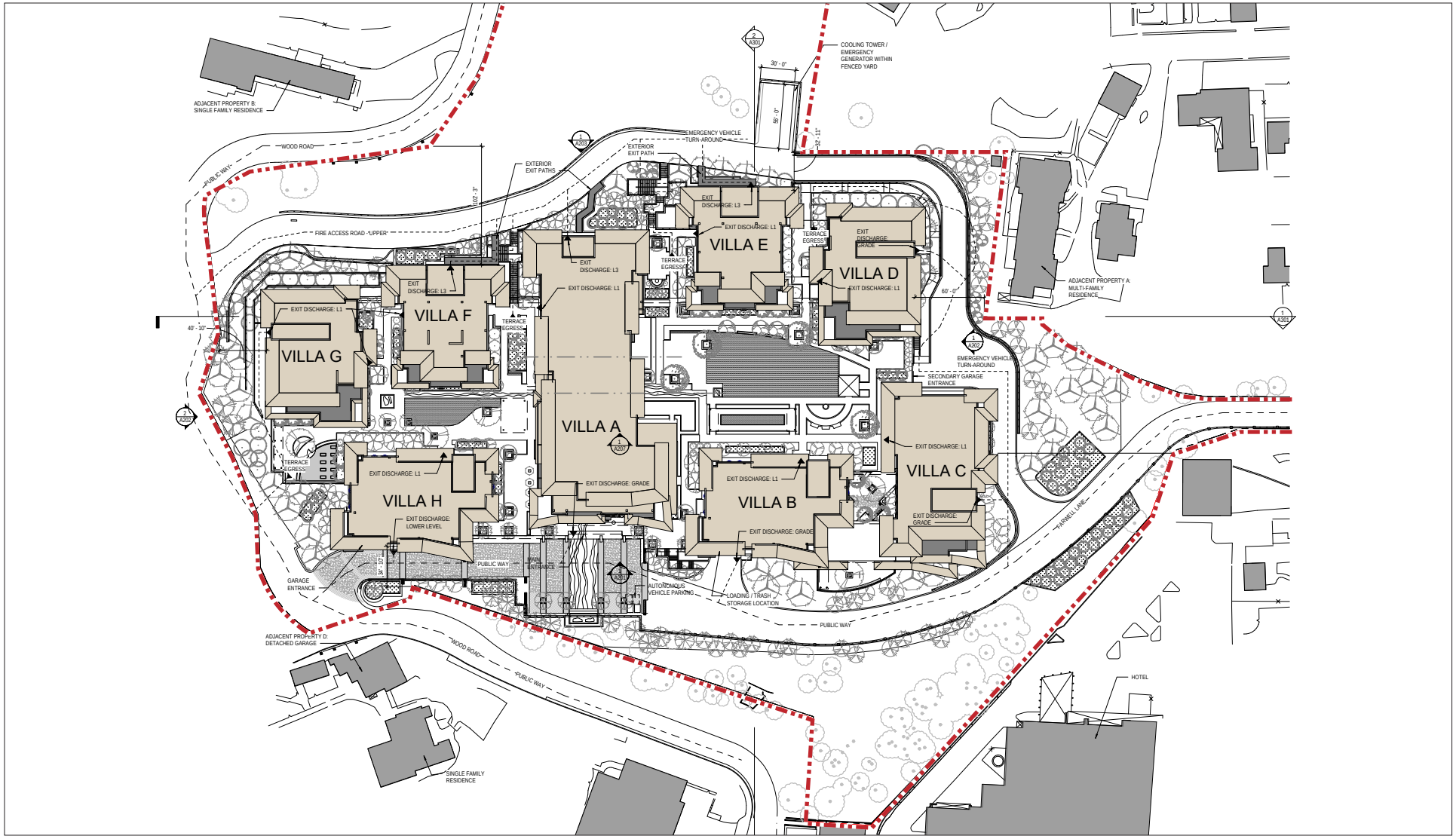
Site improvements would require demolition of all existing site improvements. The project is anticipated to be built over a period of approximately 26 to 30 months. Demolition of the existing improvements is expected to require approximately four (4) months.

Access and Circulation

The project would continue to use the existing driveway on Wood Road for access to the parking entrance, main entrance, and loading entrance. The project would reconfigure the existing "exit only" driveway (Farwell Lane) located on Broadway, and would convert the driveway into a pedestrian and bicycle lane. The driveway would also serve as the fixed route for an autonomous vehicle connection from the main entrance to the Broadway frontage. Locations throughout the project would have various turning movement restrictions to ensure site distance visibility, and safe turning movement distances. The project would incorporate a dedicated road for emergency fire access, which would be located on the western side of the property.

Supplemental Transportation

As part of the project, the applicant has included an autonomous vehicle alternative transportation solution to enhance connectivity and mobility between the proposed project and Broadway, enabling access for residents to connect to Downtown Los Gatos. The project would consider Aurrigo, Automated Driverless Technology, as a vendor providing such services, headquartered in the United Kingdom. The project team has assessed the specifications of Aurrigo's four-seater devpod and concluded that the devpod aligns well with the constraints of and vision for Farwell Lane. The devpod is a full drive, steer and brake by wire vehicle system which is controlled through an application programming interface (API) enabling full control and customization of the devpod to its route. The current plan envisions one or more devpods and corresponding control systems deployed along Farwell Lane to enable an alternative means of transporting residents between Los Gatos Meadows and Town retail, entertainment, and civil services. The devpods would be equipped with fully compliant autonomous control systems comprised of stereo cameras, LIDAR sensors, GPS units, wheel odometry, safety lasers and ultrasonic transducers that enable autonomous mobility. In-cab passenger facing cameras are installed to ensure passenger safety. All camera feeds are available remotely and in conjunction with external CCTV and the Aurrigo control room, potentially providing all on-board supervisory needs, negating the need for a physical on-board safety person. Residents would be able to request a devpod via their mobile phones. Although the project is considering Aurrigo as the autonomous technology vendor, ultimate vendor selection would depend on cost, availability, and technology for meeting site requirements.



Source: Kimley-Horn 2020, Perkins Eastman 2020, Google Earth 2020

Figure 4-1
Site Plan

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Demolition

Site preparation would require demolition of all existing site improvements, which is expected to take approximately four (4) months.

Grading Activities

The preliminary cut and fill plan presents the preliminary earthwork quantity as follows: total cut is 146,700 cubic yards and total fill is 6,400 cubic yards, resulting in an export of 140,300 cubic yards. The Town Municipal Code Section 12.20.010 requires a grading permit prior to any grading work or any other land-disturbing activity.

Tree Removal

The tree preservation/removal plan shows that out of 375 existing trees, 213 trees would be removed and 118 trees would be preserved. The landscape plans indicate that new trees would be planted on the terrace level and grade level.

Open Space and Landscaping

Approximately 77.5 percent of the site would be open space, contributing to the visual compatibility of the surrounding hillside as well as create a natural environment for the residents. The project would result in a slight reduction in the overall development pad, increasing the amount of common open space available in comparison to the existing development. Small pockets of greenery and passive gardens would provide landscaped zones throughout the site. The plant palette for the proposed development includes several native tree and plant species along with ornamental shrubs, grasses, and groundcover. In addition, the project landscaping plan incorporates tree replacement and use of mature trees and a Village Green area, to ensure consistency with the surrounding hillside woodland habitat. The project would also include a series of covered walkways connecting to the buildings throughout the project site. Open space would be controlled by topography, use of underground parking, and specific building location, in order to protect the hillside.

Stormwater Management

Development of the project as proposed would result in a net decrease in impervious surface area of approximately 4,000 square feet. The project would mimic existing drainage patterns with modifications to meet current stormwater runoff requirements that would result in slower runoff during small storms. Stormwater would be collected on-site via drain inlets and roof drains and would be treated on-site. The stormwater would first be treated on-site with bioretention systems approved by the Town, and then would be conveyed to the existing public stormwater infrastructure that serves the site.

Standard best management practices (BMPs) have been integrated into the proposed project in order to reduce any runoff and potential erosion impacts during construction activities in compliance with the General Construction Permit. Standard BMPs that would be incorporated in the erosion control plan include, but are not limited to:

1. Inlet Protection;
2. Hydroseeding;
3. Fiber rolls; and
4. Check dams.

Sustainability Improvements

The proposed project, designed to meet or exceed the individual requirements of the California Building, Energy, and CalGreen Codes, as well as the Town's Build It Green (GreenPoint Rated) Standards, would bring significant improvements over the existing structures for energy efficiency, resiliency, water usage, and storm water management. Use of noncombustible building systems, as well as management of the surrounding forest and landscape would minimize fire spread factor both to and from the new buildings. A centralized building heating and cooling system would provide energy efficiency above code requirements. In line with the Town's prioritization of passive and active solar energy measures, and in keeping with the state Energy Code requirement, a minimum of 15 percent of the total roof areas would be provided as "solar ready" surfaces. Per the Cal Green requirements, 10 percent of all parking spaces would be designed to allow for future implementation of electric vehicle charging stations.

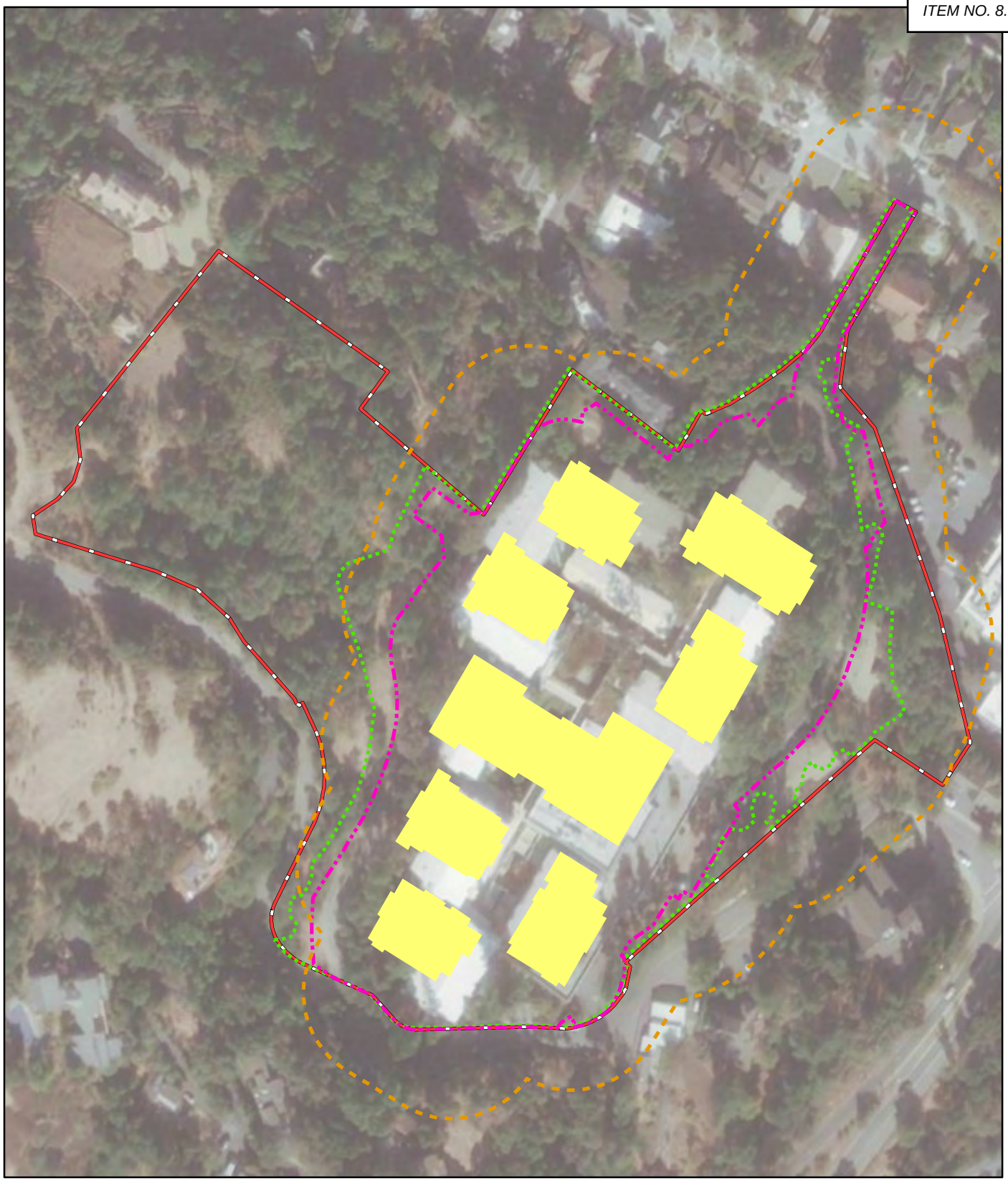
Area of Impact

Figure 4-2, Area of Impact, provides an overview of the actual development footprint of the proposed project. Table 4-3, Area of Impact, provides a further articulation in acreage of the impact footprint in relation to the overall project site acreage.

Table 4-3 Area of Impact

Impact Type	Impact Area Acreage[1]
Cut and Fill Area (Grading – Includes Existing Developed Area)	6.4
Tree Removal Area	7.3
Defensible Fire Space Area	7.1
Total Project Site	**10.9**

SOURCE: Kimley Horn 2020; EMC Planning Group 2021
NOTE: 1. Impact area acreage includes overlapping acreage with other impact types



0 150 feet

Project Site - 10.9 ac
New Building Locations (Approximate)
Defensible Fire Space - 7.1 ac
Cut and Fill Boundary - 6.4 ac
Tree Removal Boundary - 7.3 ac

Source: ESRI 2021, Santa Clara County 2020, Kimley Horn 2020

Figure 4-2
Area of Impact

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Construction Phasing

The project is anticipated to be built over a period of approximately 26 to 30 months. Demolition of the existing improvements is expected to require approximately four (4) months.

Population and Employment

Table 4-4, Approximate Population Projection, presents the anticipated resident population.

Table 4-4 Approximate Population Projection

Unit Type	Number of Units	Population Rate[1]	Total Residents
1 Bedroom	57	1.1	63
2 Bedroom	112	1.3	146
Penthouse (2 Bedroom)	5	1.3	7
Independent Residential Unit Subtotal	**174**		**216**
Supporting Care Units	17	1.0	17
Grand Total	**191**		**233**

SOURCE: Kimley-Horn 2021; Covia 2021
NOTE: 1. Population rates based on actual population in Covia facilities and are similar to number of residents previously housed at the Los Gatos Meadows facility. These rates are subject to minor fluctuations.

According to the applicant-prepared *Letter of Justification: Rebuild Los Gatos Meadows* (dated June 30, 2020), an estimated 120 full-time equivalent employees would be anticipated with the proposed project. This is commensurate to the number of employees on-site prior to the closure of the existing facility in September 2019.

4.3 INTENDED USES OF THE EIR

In accordance with CEQA Guidelines section 15124(d), following is a list of agencies that are expected to use this EIR in their decision-making, and a list of the approvals for which this EIR may be used. These lists include information that is known to the Lead Agency.

Town of Los Gatos

- Planned Development Application (PD-20-001);
- Architecture and Site Permit;
- Tree Removal Permit;
- Demolition Permit;

- Grading Permit;
- Building Permit; and
- Occupancy Permit.

Other Agencies (Possible Permits)

- U.S. Army Corps of Engineers;
- California Department of Fish and Wildlife; and/or
- California Regional Water Quality Control Board.

5.0 Aesthetics

This section of the draft EIR addresses the project's effects on scenic resources, the change in the visual character of the project site and its surroundings due to the project, and the impacts of new sources of light and glare that could be added by the project. Information in this section is derived primarily from project plans prepared by the project applicant, *The Town of Los Gatos General Plan* and *The Town of Los Gatos General Plan Draft and Final EIRs* (2010), a site visit conducted by EMC Planning Group staff on August 28, 2020 and September 4, 2020, and visual simulations prepared by the applicant.

No comments were received in response to the notice of preparation regarding aesthetics. The Town's notice of preparation and comment letters on the notice are included in Appendix A.

5.1 Environmental Setting

Los Gatos Visual Qualities

The natural visual character of Los Gatos is defined by its setting at the eastern base of the Santa Cruz Mountains, which is integrated into the Town's fabric through views of forested hillsides, mature trees, and creek-side trails. The urban character of Los Gatos is densely knit with a high level of architectural detail. The Town has created and maintained an attractively built environment through careful attention to the design of buildings, landscaping, public improvements, and the preservation of and careful integration with the natural environment.

Mature trees cover much of the Los Gatos landscape, particularly in the hillside neighborhoods. Los Gatos is one of many communities in California designated a "Tree City USA" and has been in the Tree City USA Program since 1980. This program provides national recognition and technical assistance to towns and cities for preserving and maintaining trees in their jurisdictions.

A scenic vista is generally described as a clear, expansive view of significant regional features possessing visual and aesthetic qualities of value to the community. The primary scenic views within Los Gatos are those of the Santa Cruz Mountains, particularly the Sierra Azul Ridge to the south. Many major roads that run north-south have views of the ridge to the south. However, these views are often blocked or partially blocked by trees.

There are no State-designated scenic highways within Los Gatos. However, State Route 9 is a designated scenic highway just outside Town limits and State Route 17 passing through Los Gatos is an eligible State scenic highway. The project site is located more than ½ mile from State Route 9 and is not visible from this highway. At its closest point, the project is located approximately 470 feet from State Route 17. Views of the project site from this highway are intermittent and largely obscured by existing vegetation and structures.

Visual Quality and Character of Project Site

The project site is currently developed with 10 two-to-three-story residential buildings (up to 55 feet in height) making up the former Los Gatos Meadows senior living community. The facility includes a dining and commons building, an infirmary, garage and services building, a multi-purpose building, and two cottages. Los Gatos Meadows was constructed on a moderately steep to steep slope with slope inclinations averaging 24 percent and abundant tree cover and landscaping. The arborist report prepared for the project documents 331 trees onsite, which include 57 species but are largely made up of Coast live oak and California bay. The site is surrounded by commercial and rural residential properties. Photographs of the project site are presented in Figure 3-3, Existing Facility Representative Photos.

Public Views

Based on location and topography, the project site is principally visible from locations within the project site itself, though limited views of the project site are available from above the project on Wood Road, from S. Santa Cruz Avenue (looking west) and from East Main Street (looking south) as illustrated in the visual simulations prepared by the applicant (see sheets A406-A408). The project site is not viewable from any of the Town's four (4) "Viewing Areas" as established in the Town's Hillside Development Standards and Guidelines (discussed further below). These "Viewing Areas" are primarily situated to establish visual impacts to the hillsides further to the east across State Route 17. The closest established "Viewing Area" is located approximately 950 feet northwest of the project site at the northwest corner of the intersection of W. Main Street and Bayview Avenue. From this viewing area location, the project site is entirely obscured due to vegetation and/or buildings along Bayview Avenue.

Light and Glare

The existing senior living community contains sources of light and glare in the form of existing on-site nighttime lighting and reflective glass windows on portions of all existing buildings. Existing light and glare sources in the surrounding hillside area are primarily from existing residences. Sources of light and glare from the commercial downtown area to the northeast along North Santa Cruz Boulevard are primarily from existing commercial and office buildings.

5.2 REGULATORY SETTING

Section 3.0, Environmental Setting, includes a consistency evaluation of the relevant environmental policies of the *Town of Los Gatos 2020 General Plan*, and the *Los Gatos Sustainability Plan*. In addition to those relevant policies, the following standards and guidelines also apply to the proposed project.

Hillside Specific Plan

The project site is located within sub-area 6 of the *Los Gatos Hillside Specific Plan*. However, the project site is not located within the "Hillside Area" as shown in the "Town of Los Gatos Hillside Area Map" and therefore not subject to the Hillside Development Standards & Guidelines (HDS&G) visibility analysis requirements. However, as noted in Section 4.0, Project Description, in 2008 the Conceptual Development Advisory Committee (CDAC) requested that the site be rebuilt in the spirit of the HDS&G and as noted by the applicant, design components of the proposed project are intended to meet this request.

Town of Los Gatos Town Code

As part of its Zoning Ordinance, the Town of Los Gatos adopted a Tree Protection Ordinance (Sec 29.10.0950 et seq.) that sets forth parameters for tree removal. The Town's tree ordinance is discussed in greater detail within Section 7, Biological Resources. Town Code Section 29.10.09035 prohibits the production of direct or reflected glare (such as that produced by floodlighting) onto any area outside of the boundaries of a given property.

5.3 THRESHOLDS OR STANDARDS OF SIGNIFICANCE

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of aesthetics, as it does on a whole series of additional topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of aesthetics impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries set forth in Appendix G and to use that language in fashioning thresholds. The Town of Los Gatos has done so here. Therefore, for purposes of this EIR, a significant aesthetics impact would occur if implementation of the proposed project would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway;

- In non-urbanized area, substantially degrade the existing visual character or quality of public views of the site and its surroundings. In an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

These are the issues evaluated in the following impact analysis.

5.4 Analysis, Impacts, and Mitigation Measures

Approach to the Environmental Analysis

This section evaluates whether the proposed project would result in significant impacts on aesthetic, or scenic resources. The significance criteria above were used to evaluate the proposed project's effects on aesthetic resources relative to the existing baseline condition. The visual analysis is based on site investigations, evaluations of ground-based photographs of the project site and locations therein where modifications are proposed, review of project application materials and communications submitted by the applicant regarding visual aspects of the proposed project, and consideration of Town policies and guidelines related to visual resources.

Actions with long-term visual effects, such as constructing new buildings, grading, vegetation removal, and introducing new sources of nighttime light and daytime glare, can permanently alter the landscape in a manner that could affect existing scenic resources and the visual character or quality of an area, depending on the perspective of the viewer and the visual sensitivity of an area.

Effects on Scenic Vistas

IMPACT 5-1	**The Proposed Project Would Have an Effect on a Scenic Vista**	**Less-than-Significant**

As previous discussed, the property is not located in the area subject to the Town's HDS&G. However, the CDAC suggested that the spirit and intent of the HDS&G should be applied within the design of the project including as relates to protecting existing hillside scenic vistas and preventing ridgeline development. In addition, the Town's General Plan establishes goals and policies which are intended to preserve the natural beauty and ecological integrity of the Santa Cruz Mountains and surrounding hillsides (General Plan Goal CD-14) by discouraging inappropriate development on and near the hillsides that significantly impacts viewsheds (General Plan Policy CD 14.6).

As shown in the project plans (see sheets A205 through A207), the project would generally align building roof lines with the contour of the hill and incorporate smaller roof components, minimizing the contrast between buildings and the existing environment. As noted by the applicant and independently verified by Town staff and EMC Planning Group, the spirit of the HDS&G is integrated into the project by stepping the buildings into the hillside, minimizing the dimensions of the Town-facing buildings, saving some existing trees per the arborist plan, implementing a landscape and tree-replacement plan, and presenting a carefully developed scale. Views from downtown Los Gatos towards the site (as demonstrated in the E. Main Street View Corridor exhibit on sheet A406 and included as Figure 5-1, View Corridor from East Main Street to Project Site), would be limited to the top of new building rooflines and upper floor windows, which is similar of views towards the existing facility though at a slightly greater height as viewed from downtown. However, this increased visibility would not substantially alter scenic views towards the designated Hillside Area and Santa Cruz Mountains beyond the project site. Therefore, the proposed project would have a less-than-significant effect on a scenic vista.

Effects on Scenic Resources within a State Scenic Highway

IMPACT 5-2	**The Proposed Project Would Not Have an Adverse Effect on Scenic Resources within a State Scenic Highway**	**No Impact**

As previously noted, the project site is not located within the viewshed of either State Route 9 (designated scenic highway) or State Route 17 (eligible scenic highway). Very limited views exist of the project site from State Route 17; however, they are intermittent and largely obscured by existing vegetation and topography. Therefore, the proposed project would have no adverse impact on views from scenic highways.

Visual Character and Quality Effects

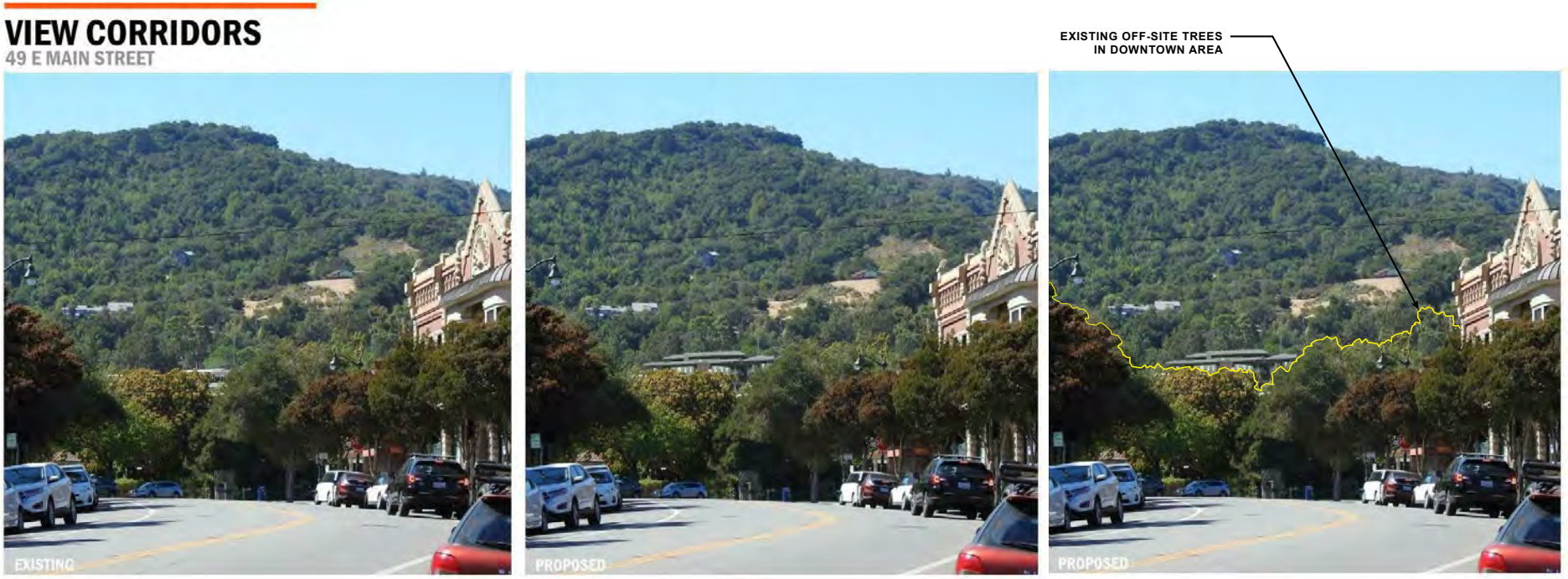
IMPACT 5-3	**The Proposed Project Would Alter the Existing Visual Character of the Site but Would Not Conflict with Applicable Zoning and Other Regulations Governing Scenic Quality**	**Less than Significant**

The existing visual character of the project site can be considered as having a moderate visual quality based on the existing developed though heavily wooded hillside setting. As previously discussed, the property is not located in the area subject to the Town's HDS&G. However, the CDAC suggested that the spirit and intent of the HDS&G should be applied within the design of the project. The proposed project would result in the reduction of the overall site development (from 24.6 percent of the site to 22.5 percent of the site) and the increase in overall open space (from 75.4 percent of the site to 77.5 percent), which would generally be consistent with the HDS&G. In addition to this, development of the multi-story

senior living community would be subject to the requirements of the Town's Architecture and Site application process upon approval of the Planned Development overlay application. As part of this process, the Town would require each structure's design to be consistent with the *Los Gatos Hillside Specific Plan* and in the spirit of the HDS&G for site planning, development intensity, architectural design, site elements, and landscape design, as well as for light and glare. Figure 5-2, Proposed Southeast Elevation (Villa H), provides an architectural elevation rendering of Villa H, as viewed from the southeast boundary of the project site. Figure 5-3, Proposed Northeast Elevation (Villa C), presents an architectural elevation rending of Villa C, as viewed from the northeast boundary of the project site.

The HDS&G also emphasize minimizing grading and preserving natural features (including drainage channels and trees). While this analysis acknowledges that some structures could be visible from adjacent or nearby areas, the Town's Architecture and Site application process would ensure that tree removal, building design, and landscape planting for proposed buildings would be consistent with the Town's design standards that guide residential and non-residential development in hillside areas. The application of these guidelines would help to reduce any potential degradation of the visual character of the project vicinity. Figures 5-4, Existing and Proposed Project Site Cross Section, presents three cross sections of the project site with existing and proposed building outlines set against the surrounding hillside setting with building heights, exiting trees, and neighboring homes as seen from different directional vantage points looking towards the project site.

As discussed in the project's arborist report, Appendix C, and in the Biological Resources section of this draft EIR, 213 trees would be removed for new buildings, infrastructure and roadway improvements. Landscaping plans have been submitted for the senior living community site and show placement and selection of a variety of native plants, replacement trees, retention/preservation of 118 mature existing trees, a Village Green area, and passive gardens that are consistent with the General Plan and *Los Gatos Hillside Specific Plan* policies (see Table 3-1 under "Community Design Element"). In addition, landscaping plans are in keeping with landscaping design concepts and goals contained in the HDS&G, which emphasize maintaining the natural appearance of the hillsides where possible, designing for fire safety including maintaining adequate defensible space, utilizing native plant species, controlling erosion, screening buildings, and providing privacy. All these design principles also ensure consistency with the proposed PD zoning overlay (Town Code Section 28.80.075) by enhancing the natural features of the site, decreasing the overall developed area on the site and maintaining open space. The proposed project, while increasing the overall height and scale of buildings on site as seen from the surrounding area, would be compatible with the general character of the hillside area and consistent with the visual quality of the existing developed site. Therefore, impacts to the visual character of the project site associated with the proposed project would be less than significant.



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Project Site

Source: Perkins-Eastman 2021

Figure 5-1
View Corridor from East Main Street to Project Site

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Project Site

Source: Perkins-Eastman 2021

Figure 5-2
Proposed Southeast Elevation (Villa H)

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Source: Perkins-Eastman 2021

Figure 5-3
Proposed Northeast Elevation (Villa C)

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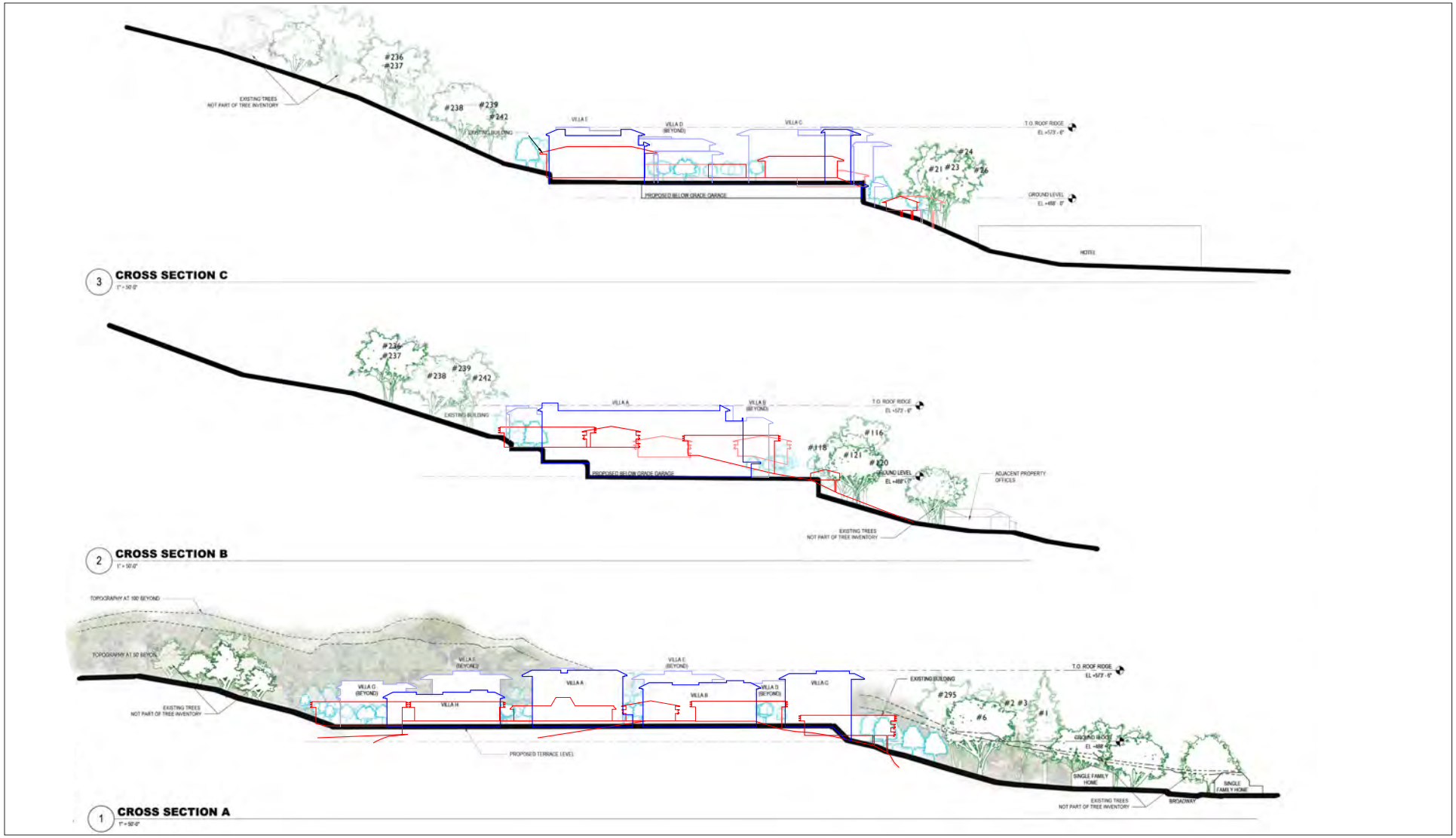

Source: Perkins-Eastman 2021

Figure 5-4

Existing and Proposed Project Site Cross Sections

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Light and Glare Effects

IMPACT 5-4	The Proposed Project Would Introduce New Sources of Light and Glare	Less than Significant

The existing facility currently has exterior security and surface parking lighting and lighting typical of multifamily residential and senior living communities. The proposed project would be the same as the existing use and would continue to have lighting typical to senior living communities. As shown on the "Site Lighting Concept Plan" (see sheet LS-12 of the project plans), proposed lighting fixtures for the project include post top lights, bollard lights, and various wall mounted lights all of which comply with Town Code Section 29.10.09035, which prohibits the generation of direct or reflected light onto any area outside of the project boundaries. In addition, all exterior fixtures would comply with the Town requirements to be downward directed and shielded. The lighting will also be required to comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6, which requires reducing wasteful and unnecessary energy consumption in newly constructed and existing buildings including utilizing low intensity lighting designs and devices. Prior to the issuance of building permits, a final exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture shall be provided to the Town of Los Gatos for review and approval as part of the Architecture and Site Review approval.

Implementation of this condition would reduce the impact by requiring lighting design and controls for each building on the project site. Therefore, with the implementation of this condition, impacts would be reduced to a less-than-significant level. No mitigation measures are necessary.

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6.0
Air Quality

This section evaluates the potential impacts of the proposed project on regional and local air quality during construction activities. The health risks associated with project construction on nearby sensitive receptors are also evaluated.

The information within this section is derived from a variety of sources including:

- *California Environmental Quality Act Air Quality Guidelines* (Bay Area Air Quality Management District 2017a);
- *2017 Clean Air Plan: Spare the Air, Cool the Climate* (Bay Area Air Quality Management District 2017b);
- CalEEMod Results Winter and Summer (EMC Planning Group 2021a); and
- *110 Wood Road – Los Gatos Continuing Care Retirement Community Health Risk Assessment* (EMC Planning Group 2021b).

Additional sources of information are introduced where applicable. There were no responses to the NOP regarding air quality.

6.1 Environmental Setting

Regional Climate and Topography

The project site is located within the San Francisco Bay Area Air Basin ("air basin"). The air basin encompasses all of Alameda, Contra Costa, Santa Clara, San Francisco, San Mateo, Marin, and Napa counties, and the southern portions of Solano and Sonoma counties.

The air basin is characterized by complex terrain, consisting of coastal mountain ranges, inland valleys, and bays, which distort normal wind flow patterns. The Coast Range splits at San Francisco Bay, resulting in a western coast gap, the Golden Gate, and an eastern coast gap, the Carquinez Strait, which allows air to flow in and out of the air basin and the Central Valley to the east.

The climate is dominated by the strength and location of a semi-permanent, subtropical high-pressure cell. During the summer, the Pacific high-pressure cell is centered over the northeastern Pacific Ocean resulting in stable meteorological conditions and a steady

northwesterly wind flow. Upwelling of cold ocean water from below to the surface because of the northwesterly flow produces a band of cold water off the California coast. The cool and moisture-laden air approaching the coast from the Pacific Ocean is further cooled by the presence of the cold-water band resulting in condensation and the presence of fog and stratus clouds along the Northern California coast. In the winter, the Pacific high-pressure cell weakens and shifts southward resulting in wind flow offshore, the absence of upwelling, and the occurrence of storms. Weak inversions coupled with moderate winds lessen the region's air pollution.

Criteria Air Pollutants and Precursors and Their Effects on Human Health

The six most common and widespread air pollutants of concern, or "criteria air pollutants," are ground-level ozone, nitrogen dioxide, particulate matter, carbon monoxide, sulfur dioxide, and lead. In addition, reactive organic gases are a key contributor to the criteria pollutants because they react with other substances to form ground-level ozone. The common properties, sources, and related health and environmental effects of these pollutants are summarized in Table 6-1, Criteria Air Pollutants.

Health effects of criteria air pollutants include, but are not limited to, asthma, bronchitis, chest pain, coughing, throat irritation, and airway inflammation. Currently available modeling tools are not equipped to provide a meaningful analysis of the correlation between an individual development project's criteria air pollutant emissions and specific human health impacts. Consequently, the Bay Area Air Quality Management District's thresholds of significance for criteria air pollutants are not intended to address regional impacts, but address localized human health impacts that may result from an individual project's criteria air pollutant emissions.

Ozone

Ground-level ozone (O_3) is created by complex chemical reactions between nitrogen oxides and volatile organic compounds in the presence of sunlight. Since ground-level O_3 is not emitted directly into the atmosphere, but is formed because of photochemical reactions, it is considered a secondary pollutant.

O_3 is a strong irritant that attacks the respiratory system, leading to the damage of lung tissue. Asthma, bronchitis, and other respiratory ailments, as well as cardiovascular diseases, are aggravated by exposure to O_3. A healthy person exposed to high concentrations may become nauseated or dizzy, may develop a headache or cough, or may experience a burning sensation in the chest. Research has shown that exposure to O_3 damages the alveoli (the individual air sacs in the lung where the exchange of oxygen and carbon dioxide between the air and blood takes place). Research has shown that O_3 also damages vegetation.

Table 6-1 Criteria Air Pollutants

Pollutant	Properties	Major Sources	Related Health & Environmental Effects
Ozone	Ground-level ozone is not emitted directly into the air. It results from chemical reactions between nitrogen oxides and volatile organic compounds in presence of sunlight.	▪ Automobiles; ▪ Industrial facilities; ▪ Gasoline vapors; ▪ Chemical solvents; ▪ Electric utilities.	▪ Chest pain, coughing, throat irritation, and airway inflammation ▪ Worsens bronchitis, emphysema, and asthma. ▪ Affects sensitive vegetation and ecosystems.
Nitrogen Dioxide	Reddish-brown gas formed during combustion of fuel. Nitrogen dioxide is a part of a group of highly reactive gases known as nitrogen oxides.	▪ Combustion of fuel; ▪ Automobiles; ▪ Power plant; ▪ Off-road Equipment.	▪ Irritate respiratory system / increase respiratory infections ▪ Development of asthma ▪ Forms acid rain – harms sensitive ecosystems ▪ Creates hazy air ▪ Contributes to nutrient pollution in coastal waters
Respirable and Fine Particulate Matter	Mixture of solid particles and liquid droplets found in the air. Some particles, such as dust, soot, dirt, or smoke can be seen with the naked eye. Others are so small that they can only be detected with an electron microscope.	▪ Automobiles; ▪ Power Plants; ▪ Construction sites; ▪ Tilled farm fields; ▪ Unpaved roads; ▪ Smokestacks.	▪ Aggravated asthma; ▪ Irritation of the airways, coughing, and difficulty breathing; ▪ Decreased lung function; ▪ Premature death; ▪ Reduced visibility.
Carbon Monoxide	Colorless, odorless gas released when something is burned.	▪ Fuel combustion; ▪ Industrial processes; ▪ Highly congested traffic.	▪ Chest pain for those with heart disease; ▪ Vision problems; ▪ Dizziness, unconsciousness, and death (at high levels).
Sulfur Dioxide	Colorless acid gas with a pungent odor formed during combustion of fuel. In the entire group of sulfur oxides, sulfur dioxide is the component of the greatest concern.	▪ Fuel combustion; ▪ Industrial processes; ▪ Locomotives, ships, and other heavy equipment; ▪ Volcanoes.	▪ Makes breathing difficult; ▪ Worsens asthma; ▪ Contributes to acid rain; ▪ Reduced visibility; ▪ Damages statues and monuments.
Lead	Lead is a naturally occurring element found in small amounts in the earth's crust.	▪ Ore and metal processing; ▪ Leaded aviation fuel; ▪ Waste Incinerators; ▪ Utilities; ▪ Lead-acid battery manufacturers.	▪ High blood pressure and heart disease in adults; ▪ Behavioral problems, learning deficits, and lowered IQ in infants and young children; ▪ Decreased plant and animal growth; ▪ Neurological effects in vertebrates.

SOURCE: United States Environmental Protection Agency 2018

If project-generated concentrations of reactive organic gases and/or nitrogen oxides exceed the applicable thresholds of significance, concentrations of ground-level O_3 resulting from these pollutants could potentially result in significant adverse human health impacts.

Reactive Organic Gases

Reactive organic gases (ROGs) are emitted from a variety of sources, including liquid and solid fuel combustion, evaporation of organic solvents, and waste disposal. ROGs are any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, as well as a list of compounds specifically excluded by the California Air Resources Board or the United States Environmental Protection Agency.

Nitrogen Dioxide

Nitrogen dioxide (NO_2) primarily gets in the air from the combustion of fuel in cars, trucks and buses, power plants, and off-road equipment. NO_2 is a reddish-brown gas that can irritate the lungs and can cause breathing difficulties at high concentrations. NO_2 is one of a group of highly reactive gases known as nitrogen oxides (NO_X). NO_2 is used as the indicator for the larger group of NO_X, which also includes nitrous acid and nitric acid. NO_X is a major contributor to ozone formation. NO_X also contributes to the formation of particulate matter (see discussion below).

Particulate Matter

Particulate matter refers to a wide range of solid or liquid particles in the atmosphere, including smoke, dust, aerosols, and metallic oxides. Particulate matter with diameter of 10 micrometers or less is referred to as PM_{10}. $PM_{2.5}$ includes a subgroup of finer particles that have a diameter of 2.5 micrometers or less. Particulate matter is directly emitted to the atmosphere as a byproduct of fuel combustion, wind erosion of soil and unpaved roads, and from construction or agricultural operations. Small particles are also created in the atmosphere through chemical reactions. Approximately 64 percent of fugitive dust is respirable particulate matter. Minimal grading typically generates about 10 pounds per day per acre on average while excavation and earthmoving activities typically generate about 38 pounds per day per acre.

Although particles greater than 10 micrometers in diameter can cause irritation in the nose, throat, and bronchial tubes, natural mechanisms remove much of these particles. Particles less than 10 micrometers in diameter are able to pass through the body's natural defenses and the mucous membranes of the upper respiratory tract and enter into the lungs. The particles can damage the alveoli. The particles may also carry carcinogens and other toxic compounds, which can adhere to the particle surfaces and enter the lungs.

Carbon Monoxide

Carbon monoxide (CO) is an odorless, colorless gas that is released when fuel is burned. The greatest sources of CO to outdoor air are cars, trucks and other vehicles or machinery that burn fossil fuels.
A variety of household items such as gas space heaters, furnaces, fireplaces, lanterns, gas stoves, grills, and lawn equipment also release CO and can affect air quality indoors.

When inhaled at high concentrations, CO combines with hemoglobin in the blood and reduces the oxygen-carrying capacity of the blood. This results in reduced oxygen reaching the brain, heart and other body tissues. This condition is especially critical for people with cardiovascular diseases, chronic lung disease or anemia, as well as fetuses. Even healthy people exposed to high CO concentrations can experience headaches, dizziness, fatigue, unconsciousness, and even death.

Sulfur Dioxide

Within the larger group of gaseous sulfur oxides (SO_X), sulfur dioxide (SO_2) is the component of greatest concern, and is used as the indicator for the group. Emissions that lead to high concentrations of SO_2 generally also lead to the formation of other SO_X. SO_2 is a colorless acid gas with a pungent odor. SO_2 is produced by the combustion of sulfur-containing fuels, such as oil, coal and diesel. SO_2 dissolves in water vapor to form acid, and interacts with other gases and particles in the air to form sulfates and other products that can be harmful to people and their environment. Health effects of SO_2 include damage to lung tissue and increased risk of acute and chronic respiratory disease.

Lead

Lead (Pb) is a metal found naturally in the environment as well as in manufactured products. Thirty years ago, mobile sources were the main contributor to ambient Pb concentrations in the air. Pb was phased out of on-road vehicle gasoline between 1975 and 1996 (Newell and Rogers 2003). Consequently, levels of Pb in the air decreased 98 percent between 1980 and 2014 (United States Environmental Protection Agency 2017). As a result of the phase-out of leaded gasoline, metal processing is currently the primary source of lead emissions. The highest levels of Pb in air are generally found near Pb smelters. Other stationary sources are waste incinerators, utilities, and lead-acid battery manufacturers.

Toxic Air Contaminants and their Effects on Human Health

Toxic air contaminants (“TACs”) are pollutants that may be expected to result in an increase in mortality or serious illness or may pose a present or potential hazard to human health. Health effects include cancer, birth defects, neurological damage, damage to the body's natural defense systems, and diseases that lead to death. TACs can be classified as either carcinogens or non-carcinogens.

Diesel Emissions

Diesel exhaust is especially common during the grading stage of construction (when most of the heavy equipment is used), and adjacent to heavily trafficked roadways where diesel trucks are common. Diesel exhaust is the predominant TAC in urban air and is estimated to represent about two-thirds of the cancer risk from TACs. Diesel engines emit a complex mix of pollutants including nitrogen oxides, particulate matter, and TACs. The most visible constituents of diesel exhaust are very small carbon particles or soot, known as diesel particulate matter (DPM). Diesel exhaust also contains over 40 cancer-causing substances, most of which are readily adsorbed on the soot particles. Among the TACs contained in diesel exhaust are dioxin, lead, polycyclic organic matter, and acrolein. Diesel engine emissions are responsible for about 70 percent of California's estimated cancer risk attributable to TACs (California Air Resources Board 2020a). As a significant fraction of particulate pollution, diesel particulate matter contributes to numerous health impacts, including increased hospital admissions, particularly for heart disease, but also for respiratory illness, and even premature death.

Construction Emissions

Emissions generated during construction are “short-term” in the sense that they would be limited to the actual periods of site development and construction. Short-term construction emissions are typically generated by the use of heavy equipment, the transport of materials, and construction employee commute trips. Construction-related emissions consist primarily of volatile organic compounds, nitrogen oxides, diesel particulate matter, suspended particulate matter, and carbon monoxide. Emissions of volatile organic compounds, nitrogen oxides, DPM, and carbon monoxide are generated primarily by the operation of gas and diesel-powered motor vehicles, asphalt paving activities, and the application of architectural coatings. Suspended particulate matter emissions are generated primarily by wind erosion of exposed graded surfaces.

Sensitive Receptors

Although air pollution can affect all segments of the population, certain groups are more susceptible to its adverse effects than others. Children, the elderly, and the chronically or acutely ill are the most sensitive population groups. These sensitive receptors are commonly associated with specific land uses such as residential areas, schools, retirement homes, and hospitals.

Existing sensitive receptors located adjacent to or in the vicinity of the project site include single-family residences to the north and east, a single-family home to the southeast, and hillside residences to the south and west (refer to Figure 3-2, Aerial Photograph).

6.2 REGULATORY SETTING

Federal

United States Environmental Protection Agency

The United States Environmental Protection Agency (EPA) was established on December 2, 1970 to create a single agency that covered several agency concerns: federal research, monitoring, standard-setting and enforcement.

The EPA regulates diesel engine design and fuel composition at the federal level, and has implemented a series of measures since 1993 to reduce nitrogen oxides and particulate emissions from off-road and highway diesel equipment. Before EPA began regulating sulfur in diesel, diesel fuel contained as much as 5,000 parts per million (ppm) of sulfur. In 2006, EPA introduced stringent regulations to lower the amount of sulfur in diesel fuels to 15 ppm (Environmental Protection Agency 2017). This fuel is known as ultra-low sulfur diesel.

EPA Tier 1 non-road diesel engine standards were introduced in 1996, Tier 2 in 2001, Tier 3 in 2006, with final Tier 4 in 2014 (DieselNet 2017). Table 6-2, Typical Non-road Engine Emissions Standards, compares emissions standards for NO_X and particulate matter from non-road engine Tier 1 through Tier 4 for typical engine sizes. As illustrated in the table, emissions for these pollutants have decreased significantly for construction equipment manufactured over the past 20 years, and especially for construction equipment manufactured in the past five years.

Table 6-2 Typical Non-road Engine Emissions Standards

Engine Tier and Year Introduced	NO_X Emissions[1]			Particulate Emissions[1]		
	100-175 HP	175-300 HP	300-600 HP	100-175 HP	175-300 HP	300-600 HP
Tier 1 (1996)	6.90	6.90	6.90	--	0.40	0.40
Tier 2 (2001)	--[2]	--[2]	--[2]	0.22	0.15	0.15
Tier 3 (2006)	--[2]	--[2]	--[2]	-- †[3]	-- †[3]	-- †[3]
Tier 4 (2014)	0.30	0.30	0.30	0.015	0.015	0.015

SOURCE: DieselNet 2017

NOTES:

1. Expressed in g/bhp-hr. where g/bhp-hr. stands for grams per brake horsepower-hour.
2. Tier 1 standards for NO_X remained in effect.
3. † - Not adopted, engines must meet Tier 2 PM standard.

Federal Clean Air Act

Air quality is regulated at the federal level by the Clean Air Act, which was adopted in 1970 and then amended in 1990. The federal Clean Air Act required the EPA to set National Ambient Air Quality Standards for several air pollutants on the basis of human health and welfare criteria. The Clean Air Act also set deadlines for the attainment of these standards. The Clean Air Act established two types of national air standards: primary and secondary standards. Primary standards set limits to protect public health, including the health of sensitive persons such as asthmatics, children, and the elderly. Secondary standards set limits to protect public welfare, including protection against decreased visibility, damage to animals, crops, vegetation, and buildings. Historically, air quality laws and regulations have divided air pollutants into two broad categories of airborne pollutants: criteria pollutants and TACs.

National Ambient Air Quality Standards

Ambient air quality is described in terms of compliance with the state and national standards. In general, criteria pollutants are pervasive constituents, such as those emitted in vast quantities by the combustion of fossil fuels. Both the state and federal governments have developed ambient air quality standards for the most prevalent pollutants, which include ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide, suspended particulate matter, and fine particulate matter. Table 6-3, National and California Ambient Air Quality Standards, lists national and California ambient air quality standards for common air pollutants.

National Emissions Standards for Hazardous Air Pollutants are emissions standards set by the EPA for an air pollutant not covered by National Ambient Air Quality Standards that may cause an increase in fatalities or in serious, irreversible, or incapacitating illness. The standards for a particular source category require the maximum degree of emission reduction that the EPA determines to be achievable, which is known as the Maximum Achievable Control Technology.

State

California Air Resources Board

The federal Clean Air Act gives states primary responsibility for directly monitoring, controlling, and preventing air pollution. The California Air Resources Board (CARB) is responsible for coordination and oversight of federal, state, and local air pollution control programs in California and for implementing the requirements of the federal Clean Air Act and California Clean Air Act. CARB oversees regional or local air quality management or air pollution control districts that are charged with developing attainment plans for the areas over which they have jurisdiction.

Table 6-3 National and California Ambient Air Quality Standards

Pollutant	Averaging Time	National Standards[1]				California Standards[2]	
		Primary[3,4]		Secondary[3,5]		Concentration[3]	
		ppm	µg/m³	ppm	µg/m³	ppm	µg/m³
O_3[6]	1 Hour	-	-	-	-	0.09	180
	8 Hour	0.07	137	0.07	137	0.07	137
PM_{10}[7]	24 Hour	-	150	-	150	-	50
	Annual	-	-	-	-	-	20
$PM_{2.5}$[7]	24 Hour	-	35	-	35	-	-
	Annual	-	12	-	15	-	12
CO	8 Hour	9	10	-	-	9.0	10
	1 Hour	35	40	-	-	20.0	23
NO_2[8]	Annual	0.053	100	0.053	100	0.03	57
	1 Hour	0.10	188	-	-	0.18	339
SO_2[9]	Annual	0.03	See note 9	-	-	-	-
	24 Hour	0.14	See note 9	-	-	0.04	105
	3 Hour	-	-	0.5	1,300	-	-
	1 Hour	0.075	196	-	-	0.25	655
Pb[10,11]	30 Day Average	-	-	-	-	-	1.5
	Rolling 3-month Average	-	0.15	-	0.15	-	-
	Calendar Quarter	See note 10	1.5	See note 10	1.5	-	-
Visibility Reducing Paarticles[12]	8 Hour	No Federal Standards				See note 12	
Sulfates	24 Hour					-	25
Hydrogen Sulfide	1 Hour					0.03	42
Vinyl Chloride[10]	24 Hour					0.01	26

SOURCE: California Air Resources Board 2016

NOTES:

1. National standards (other than ozone, particulate matter, and those based on annual averages or annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM_{10}, the 24-hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above 150 µg/m³ is equal to or less than one. For $PM_{2.5}$, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact EPA for further clarification and current federal policies.
2. California standards for ozone, carbon monoxide, sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM_{10}, $PM_{2.5}$, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or

exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

3. Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25°C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25°C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
4. National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
5. National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
6. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.
7. On December 14, 2012, the national annual $PM_{2.5}$ primary standard was lowered from 15 µg/m^3 to 12.0 µg/m^3. The existing national 24-hour $PM_{2.5}$ standards (primary and secondary) were retained at 35 µg/m^3, as was the annual secondary standard of 15 µg/m^3. The existing 24-hour PM_{10} standards (primary and secondary) of 150 µg/m^3 also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
8. To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 parts per billion (ppb). Note that the national 1-hour standard is in units of ppb. California standards are in units of ppm. To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
9. On June 2, 2010, a new 1-hour SO_2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO_2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.
10. The California Air Resources Board has identified lead and vinyl chloride as 'TACs' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
11. The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard (1.5 µg/m^3 as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated non-attainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
12. In 1989, the California Air Resources Board converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

Air Quality Management Plans

The federal Clean Air Act requires areas with unhealthy levels of ozone, inhalable particulate matter, carbon monoxide, nitrogen dioxide, and sulfur dioxide to develop plans, known as State Implementation Plans. State Implementation Plans are comprehensive plans that describe how an area will attain national ambient air quality standards. State Implementation Plans are a compilation of new and previously submitted plans, programs (such as monitoring, modeling, permitting, etc.), district rules, state regulations, and federal controls. California grants air districts explicit statutory authority to adopt indirect source regulations and transportation control measures, including measures to encourage the use of ridesharing, flexible work hours, or other measures that reduce the number or length of vehicle trips. Local air districts prepare State Implementation Plan elements and submit them to the CARB for review and approval. CARB forwards State Implementation Plan revisions to the EPA for approval and publication in the Federal Register.

California Air Toxics Program

California has a comprehensive and effective Air Toxics Program. Several pieces of legislation form the basis for the CARB to identify and control air toxics from a multitude of sources, inform the public of significant toxic exposures and provide ways to reduce risks from these exposures.

The Toxic Air Contaminant Identification and Control Act of 1983 or Assembly Bill ("AB") 1807 established the California Air Toxics Program that was designed to reduce exposure to air toxics. The program involves a two-step process: risk identification and risk management. In the risk identification step, upon CARB's request, the Office of Environmental Health Hazard Assessment evaluates the health effects of substances other than pesticides and their pesticidal uses. Substances with the potential to be emitted or are currently being emitted into the ambient air may be identified as a TAC. Once a substance is identified as a TAC, and with the participation of local air districts, industry, and interested public, CARB prepares a report that outlines the need and degree to regulate the TAC through a control measure (California Air Resources Board 2021a).

The Air Toxics Hot Spots Information and Assessment Act or AB 2588 was enacted in 1987, and requires stationary sources to report the types and quantities of certain substances their facilities routinely release into the air. The goals of AB 2588 are to collect emission data, to identify facilities having localized impacts, to ascertain health risks, to notify nearby residents of significant risks, and to reduce those significant risks to acceptable levels (California Air Resources Board 2021b).

California Ambient Air Quality Standards

The California Ambient Air Quality Standards were established in 1959 by the California Department of Public Health to set air quality standards and controls for vehicle emissions.

The California Ambient Air Quality Standards are often stricter than the National Ambient Air Quality Standards (refer to Table 6-3, National and California Ambient Air Quality Standards). When state thresholds are exceeded at regional monitoring stations, an "attainment plan" must be prepared that outlines how an air quality district will achieve compliance with the state standards.

Truck and Bus Regulation

As heavy-duty on-road vehicles are a significant source of TACs, the Truck and Bus Regulation is one of the most far-reaching and important tools to reduce smog-forming and toxic emissions and protect public health in disadvantaged communities. The Truck and Bus Regulation requires all trucks and buses, by January 1, 2023, to have 2010 or newer model year engines to reduce DPM and NO_x emissions (California Air Resources Board 2021a). To help ensure that the benefits of this regulation are achieved, starting January 1, 2020, only vehicles compliant with this regulation will be registered by the California Department of Motor Vehicles.

California Supreme Court Decision Affecting Air Quality Analysis in CEQA Documents

The Friant Ranch Case

On December 24, 2018, the California Supreme Court released a decision on *Sierra Club v. County of Fresno (Friant Ranch, L.P.)* (2018) ("Friant Ranch Case"). The Friant Ranch project consists of a 942-acre master-planned, mixed-use development with over 2,500 senior residential units, 250,000 square feet of commercial space, and extensive open space/ recreational amenities on former agricultural land in north central Fresno County.

In 2011, litigation was filed by the Sierra Club and other groups challenging the adequacy of Fresno County's EIR for failing to comply with CEQA. The Superior Court upheld all aspects of the EIR, but an appeal then followed, ultimately reversing the decision.

The Supreme Court ruled that the EIR's air quality analysis failed to adequately disclose the nature and magnitude of significant, long-term air quality impacts from emissions of ozone precursors "in sufficient detail to enable those who did not participate in its preparation to understand and consider meaningfully the issues the proposed project raises." The Court noted that the air quality analysis did not provide a discussion of the foreseeable effects of project-generated emissions on the likelihood of exceeding the National Ambient Air Quality Standards and California Ambient Air Quality Standards, nor did it draw a connection between the project emissions and adverse health consequences or explain why it was not "scientifically possible" to define such a connection. The Court concluded that "because the EIR as written makes it impossible for the public to translate the bare numbers provided into adverse health impacts or to understand why such translation is not possible at this time," the EIR's discussion of air quality impacts was inadequate to inform the public.

Regional/Local

Bay Area Air Quality Management District

The Bay Area Air Quality Management District ("air district") is the agency with primary responsibility for assuring that federal and state ambient air quality standards are attained and maintained in the air basin. The air district is charged with regulatory authority over stationary sources of air emissions, monitoring air quality within the air basin, and preparing an air quality management plan to maintain or improve air quality in the air basin. The air district also requires construction health risk assessments, where construction would occur within 1,000 feet of sensitive receptors. The air district has published comprehensive guidance on evaluating, determining significance of, and mitigating air quality impacts of projects and plans. The guidance is contained in the *2017 CEQA Air Quality Guidelines* ("2017 CEQA Guidelines").

Air Basin Attainment Status

In accordance with the Clean Air Act, CARB is required to designate regions of the state as attainment, non-attainment, or unclassified with regard to that region's compliance with criteria air pollutants standards. An "attainment" designation for a region signifies that pollutant concentrations do not violate the standard for that pollutant in that region. A "non-attainment" designation indicates that a pollutant concentration violated the standard at least once. An "unclassified" designation signifies that available data does not support either an attainment or non-attainment status. The air basin is currently designated as a non-attainment area for state and national ozone standards, for state and national $PM_{2.5}$ standards, and state PM_{10} standards. With respect to national PM_{10} standards, the air basin is unclassified. Table 6-4, San Francisco Bay Area Air Basin Attainment Status Designations, identifies the current status within the air basin for each criteria pollutant.

Table 6-4 San Francisco Bay Area Air Basin Attainment Status Designations

Pollutant	State Standards	National Standards
O_3	Non-attainment	Non-attainment
PM_{10}	Non-attainment	Unclassified
$PM_{2.5}$	Non-attainment	Non-attainment
CO	Attainment	Attainment
NO_2	Attainment	Unclassified/Attainment
SO_2	Attainment	Unclassified/Attainment
Pb	-	Attainment

SOURCE: Bay Area Air Quality Management District 2017a

The air district has responsibility at the local level to implement both federal and state mandates for improving air quality in the air basin through an air quality plan. When thresholds are exceeded at regional monitoring stations on consecutive accounts, an attainment plan must be prepared that outlines how the air district will achieve compliance. Generally, these plans must provide for district-wide emission reductions of five percent per year averaged over consecutive three-year periods. The air district periodically prepares and updates plans in order to attain state and national air quality standards, comply with quality planning requirements, and achieve the goal of clean and healthful air. These plans also report on progress in improving air quality and provide a road map to guide the air district's future activities.

2017 Clean Air Plan

The air district has adopted several plans in an attempt to achieve state and federal air quality standards. Because the air basin has been designated as a non-attainment area for the national ozone standard since 1998, the air district has prepared ozone attainment plans in

1999, 2001, 2005, and 2010. The *2017 Clean Air Plan: Spare the Air, Cool the Climate* ("2017 Clean Air Plan") updates the air district's most recent state ozone plan, the 2010 Clean Air Plan, pursuant to the requirements of the California Health and Safety Code. The 2017 Clean Air Plan defines an integrated, multi-pollutant control strategy to reduce emissions of particulate matter, TACs, ozone precursors and greenhouse gases. The 2017 Clean Air Plan includes a variety of control measures, many of which relate to industrial uses or are for regional implementation; some of the control measures relate to residential or commercial development. Refer to Volume 2 of the 2017 Clean Air Plan for full descriptions of the control measures (Bay Area Air Quality Management District 2017a).

6.3 THRESHOLDS OF SIGNIFICANCE

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of air quality, as it does on a whole series of additional environmental topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of air quality impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries presented in Appendix G and to use that language in fashioning thresholds. The Town has done so here.

For the purposes of this EIR, a significant impact related to air quality would occur if implementation of the proposed project would:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations; and
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

Air District Significance Threshold Criteria

2017 Clean Air Plan Consistency

The 2017 CEQA Guidelines specify 2017 Clean Air Plan consistency methods for plan-level evaluation only. Guidance for project-level analysis focuses on attainment of criteria air pollutant emissions thresholds and health risk standards. The proposed project could be considered to be consistent with the 2017 Clean Air Plan if emissions are within the project-level thresholds presented below.

Criteria Air Pollutant Thresholds

The air district's thresholds of significance for criteria air pollutant emissions generated during construction and operation are presented in Table 6-5, Thresholds of Significance for Criteria Air Pollutants and Precursors.

Table 6-5 Thresholds of Significance for Criteria Air Pollutants and Precursors

Criteria Air Pollutants and Precursors	Construction Thresholds[1]	Operational Thresholds	
	Average Daily Emissions (lb/day)	Average Daily Emissions (lb/day)	Annual Emissions (tons/year)
ROG	54	54	10
NO_X	54	54	10
PM_{10}	82 (exhaust)	82	15
$PM_{2.5}$	54 (exhaust)	54	10

SOURCE: Bay Area Air Quality Management District 2017a
NOTES:
1 The air district's numeric thresholds for particulate matter emissions from project construction apply to exhaust emissions only. The air district recommends implementation of best management practices to reduce fugitive dust emissions.

Carbon Monoxide Thresholds

The quantitative thresholds for localized carbon monoxide are presented below:

- 1-Hour CAAQS Averaging Time: concentration of 20.0 ppm; and
- 8-Hour CAAQS Averaging Time: concentration of 9.0 ppm.

According to the air district's 2017 CEQA Guidelines, a proposed project would result in less-than-significant impacts to localized carbon monoxide concentrations if all of the following screening criteria are met:

- The project is consistent with an applicable congestion management program (CMP) established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans;
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; and
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

Community Risk and Hazard Thresholds

The community risk and hazard thresholds for new source toxic air contaminants and receptors within the 1,000-foot radius are presented below:

- Compliance with a qualified community risk reduction plan; or
- Increased cancer risk of greater than 10.0 in a million, increased non-cancer risk of greater than 1.0 hazard index (chronic or acute); or ambient $PM_{2.5}$ increase greater than 0.3 $\mu g/m^3$ annual average.

Odor Thresholds

The thresholds of significance for odor impacts are qualitative in nature. According to the air district's 2017 CEQA Guidelines, the threshold of significance for odor sources is five confirmed complaints per year averaged over three years.

6.4 Analysis, Impacts, and Mitigation Measures

This evaluation is based the air quality impact analysis guidance from the air district in the *California Environmental Quality Act Air Quality Guidelines* (Bay Area Air Quality Management District 2017a).

Conflict with Clean Air Plan

IMPACT 6-1	**Proposed Project does not Conflict with the Clean Air Plan**	**No Impact**

During its construction and operation, the proposed project would generate criteria air pollutant emissions that do not exceed the air district thresholds for criteria pollutants (see the discussion in impact 6-2 below). Further, the proposed project's construction-related impacts on the health of nearby sensitive receptors would be less than significant with implementation of mitigation measures 6-5a and 6-5b (see the discussion in impact 6-5 below).

Conclusion

Since the project's emissions would be reduced to below the air district's thresholds, the proposed project would not conflict with or obstruct the implementation of the 2017 Clean Air Plan.

Criteria Air Pollutant Emissions During Construction

IMPACT 6-2	Criteria Air Pollutant Emissions During Project Construction Would Degrade Air Quality, but Would not Exceed the Air District Thresholds	Less Than Significant

Construction emissions include mobile source exhaust emissions, emissions generated during the application of asphalt paving material and architectural coatings, as well as emissions of fugitive dust during demolition and grading. The criteria air pollutants generated during construction of the proposed project were estimated using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. According to the model results, the proposed project would not generate criteria pollutants emissions volumes that exceed the air district standards listed in Table 6-5. Table 6-6, Construction Criteria Air Pollutant Emissions, summarizes the unmitigated criteria air pollutant emissions resulting from project construction and compares them against the air district thresholds). The CalEEMod results and an assessment describing the CalEEMod modeling assumptions and methodology, *110 Wood Road – Criteria Air Pollutant Emissions Modeling Assumptions and Methodology* are included in Appendix D.

Table 6-6 Construction Criteria Air Pollutant Emissions

Emissions	ROG	NO_X	PM_{10}	$PM_{2.5}$
Total Annual Emissions (tons/year)[1]	3.48	4.60	0.84	0.33
Average Daily Emissions (pounds/day)[1,2]	17.89	25.20	4.32	1.81
Air District Thresholds (pounds/day)	54	54	82	54
Exceeds Thresholds?	*No*	*No*	*No*	*No*

SOURCE: EMC Planning Group 2021
NOTES:
1. Results have been rounded, and may, therefore, vary slightly.
2. CalEEMod estimates construction criteria air pollutant emissions in tons per year. A U.S. ton is equal to 2,000 pounds. The emissions estimates in ton per year are multiped by 2,000 pounds to arrive at emissions in pounds per year. CalEEMod estimates a total of 389 construction days (see Section 3.0 of the CalEEMod results in Appendix D). Average daily emissions (in pounds per day) are computed by dividing the annual construction emissions (in pounds per year) by the number of construction days.

Conclusion

As summarized in Table 6-6, construction of the proposed project would not result in criteria air emissions that exceed the air district thresholds. Emissions generated during construction would result in a less-than-significant air quality impact; the contribution of the project's construction criteria pollutant emissions to regional air quality conditions is less than cumulatively considerable.

Criteria Air Pollutant Emissions During Operations

IMPACT 6-3	Criteria Air Pollutant Emissions During Project Operations Would Degrade Air Quality, but Would not Exceed the Air District Thresholds	Less Than Significant

The project site is currently developed with a 205-unit senior living community that includes independent residential apartments and supporting health care units. The proposed project would replace the existing facility with a 191-unit facility and underground parking garage. Project operations would generate mobile, area, and energy source criteria air pollutant emissions. Existing and proposed operational emissions were modeled using CalEEMod and are reported in tons per day (refer to Appendix D).

Existing and proposed operational criteria pollutant emissions are compared in Table 6-7, Operational Criteria Pollutant Emissions.

Table 6-7 Operational Criteria Pollutant Emissions

Source	ROG[1,2]	NOx[1,2]	CO[1,2,3]	CO[1,2,3]	PM_{10}[1,2]	$PM_{2.5}$[1,2]
Existing	1.75	1.95	6.61[4]	1.63[5]	0.56	0.26
Proposed[5]	2.14	0.51	0.94	0.94	0.39	0.12
Change	+0.39	-1.44	-5.67	0.69	-0.17	-0.14

SOURCE: EMC Planning Group 2020; 2021
NOTES:
1. Results have been rounded, and may, therefore, vary slightly.
2. All values are reported in tons per day.
3. Mobile-source CO emissions, Baseline, Year 2005.
4. Mobile-source CO emissions, Year 2019.
5. Mitigated operational emissions.

With the exception of ROG emissions, the proposed project would generate fewer operational criteria pollutant emissions than the existing facility. The proposed project would increase ROG emissions by about 2.14 pounds per day [(0.39 x 2000)/365]; however, the increased emissions are far below the air district threshold.

Conclusion

The proposed project's operational ROG emissions would not exceed air district thresholds and would be less than significant. All other project operational criteria pollutant emissions would be reduced from baseline conditions, which is a beneficial impact.

Exposure of Sensitive Receptors to Carbon Monoxide

IMPACT 6-4	Vehicle Trips Associated with the Project Would not Expose Sensitive Receptors to Increased Levels of Carbon Monoxide	Beneficial

According to the traffic report, the proposed project would increase vehicle trips from baseline conditions by 10 average daily trips (Kimley-Horn 2020); however, as vehicles become more fuel efficient, most carbon-based mobile-source emissions decrease. To demonstrate this point, mobile-source CO emissions based on the facility's last year of operations (2019) were estimated in addition to modeling 2005 baseline emissions. The CalEEMod results for 2019 mobile-source emissions are included in Appendix D.

Despite an increase in vehicle trips from either baseline conditions or 2019 conditions to proposed conditions, the emissions modeling results for mobile source CO emissions under each scenario (Table 6-7) show that the proposed project would generate fewer mobile-source CO emissions than the baseline (2005) facility by approximately 5.67 tons per year (31 pounds per day), and from 2019 conditions by 0.69 tons per year (3.78 pounds per day). Therefore, this is a beneficial impact.

Community/Sensitive Receptor Exposure to Toxic Air Contaminants

IMPACT 6-5	Construction Activity Would Expose Sensitive Receptors to Toxic Air Contaminants	Less Than Significant with Mitigation

A community health risk assessment (HRA) was prepared to evaluate substantial sources of TACs that could affect sensitive receptors located within 1,000 feet of the project's construction boundary. The potential health risk impacts to nearby sensitive receptors from exposure to emissions generated by project demolition and construction activity were evaluated individually and in combination with exposures to existing TACs generated by vehicles traveling on State Route 17, a high-volume roadway. The impact analysis is based on guidance provided by the air district and OEHHA.

Construction emissions volumes were modeled using CalEEMod; downwind concentrations of DPM were calculated using AERMOD, and the location of the Maximally Exposed Individual (MEI) was also determined. The MEI is the individual who would be exposed to the highest concentration of construction emissions. The MEI is located at a single-family home west of the project site. The MEI and other sensitive receptors located within a 1,000-foot radius of proposed construction activity, are shown in Figure 2-1 of the HRA. The HRA is included as Appendix E.

Cancer Risks

The HRA concluded that the maximum increased lifetime adult residential cancer risk and DPM hazard index derived from unmitigated construction emissions would not exceed the air district thresholds and are less than significant. However, the infant/child cancer risk at the MEI is during building construction (estimated year 2024) is 36.48 cases per million (HRA Table 4-1 A), which exceeds the air district significance threshold of 10 cases per million and is a significant impact. Mitigation is necessary to reduce DPM emissions by 78 percent to achieve the necessary infant/child cancer risk reduction. Modeling results demonstrate that emissions volumes can be reduced to meet the air district cancer risk threshold by the use of Tier III engines on heavier construction equipment (HRA Table 4-2). Adherence to the air district's best management practices for the control of equipment exhaust PM_{10}, such as limiting engine idling and reducing speeds on unpaved roads, would also reduce DPM emissions. Other options for reducing DPM emissions include the use of alternative fuels and electrifying construction equipment.

$PM_{2.5}$ Concentrations

The HRA determined that the maximum annual $PM_{2.5}$ concentration at the MEI would be 0.50 $\mu g/m^3$ (HRA Table 4-4) which exceeds the air district significance threshold of 0.30 $\mu g/m^3$, even with the use of Tier III engines on heavy equipment. This is a significant impact and mitigation is necessary to further reduce $PM_{2.5}$ concentrations during excavation and grading activities to meet the threshold. Additional measures to reduce $PM_{2.5}$ emissions include, but would not be limited to, increasing the frequency of watering unpaved roads and excavated soils, reducing travel speeds on unpaved surfaces, limiting construction activities to low wind or non-windy days, and installing low-porosity windscreens downwind of construction activities.

Conclusion

Sensitive receptors within 1,000 feet of construction activities would be exposed to construction TAC emissions volumes that exceed the air district significance thresholds for infant/child cancer risks and $PM_{2.5}$ concentrations. These are significant impacts. Implementation of the following Mitigation Measures would reduce the impacts to a less-than-significant level.

Mitigation Measures

6-5a During construction, the project contractor shall implement the following measures to reduce emissions of fugitive dust and engine exhaust DPM, subject to review and approval by the Community Development Director. These measures shall be included in the project plans, prior to issuance of a demolition permit:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered three (3) times per day and at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe;

b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered;

c. Avoid tracking visible soil material on to public roadways by employing the following measures if necessary: (1) Site accesses to a distance of 100 feet from public paved roads shall be treated with a 6 to 12-inch compacted layer of wood chips, mulch, or gravel and (2) washing truck tires and construction equipment prior to leaving the site;

d. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;

e. All vehicle speeds on unpaved roads shall be limited to five (5) mph;

f. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;

g. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points;

h. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;

i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph and visible dust extends beyond site boundaries;

j. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction adjacent to sensitive receptors. Wind breaks should have no greater than 50 percent air porosity;

k. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established;

l. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time; and

m. Post a publicly visible sign with the telephone number and person to contact at the Town of Los Gatos regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.

6-5b Prior to the issuance of the demolition permit, the project developer shall prepare, and the project contractor shall implement, a demolition and construction emissions avoidance and reduction plan demonstrating a 78 percent reduction of DPM emissions and a 60 percent reduction of $PM_{2.5}$ exposures at the MEI to meet the air district's risk thresholds.

The plan shall be prepared prior to the issuance of a demolition permit and shall be reviewed and approved by the Community Development Director. The plan shall be accompanied by a letter signed by a qualified air quality specialist, verifying the equipment included in the plan meets the standards set forth in this mitigation measure. The plan shall include the following measures:

a. All mobile diesel-powered off-road equipment operating on-site for more than two days and larger than 50 horsepower shall, at a minimum, meet U.S. Environmental Protection Agency (EPA) particulate matter emissions standards for Tier III engines or better. Prior to the issuance of any demolition permits, the project applicant shall submit specifications of the equipment to be used during construction and confirmation this requirement is met;

b. Use alternatively fueled equipment or equipment with zero emissions (i.e., aerial lifts, forklifts, and air compressors, etc., shall be either electrified or fueled by liquefied natural gas/propane);

c. Provide line power to the site during the early phases of construction to minimize the use of diesel-powered stationary equipment, such as generators; and

d. Other demonstrable measures identified by the developer that reduce emissions and avoid or minimize exposures to the affected sensitive receptors.

Implementation of these mitigation measures would reduce significant impacts associated with exposure of sensitive receptors to TACs during construction by requiring that the project contractor implement dust and exhaust emissions reductions measures to reduce cancer risks through a 78 percent reduction in DPM emissions and implement a plan to reduce construction particulate matter emissions by 60 percent, subject to review and approval of the Town of Los Gatos Community Development Director.

Odor Generation

IMPACT 6-6	Construction of the Proposed Project Would Generate Odors that Could Affect Sensitive Receptors	Less Than Significant

Odors are generally regarded as an annoyance rather than a health hazard. Manifestations of a person's reaction to odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). Odor impacts could result from siting a new odor source near existing sensitive receptors or siting a new sensitive receptor near an existing odor source. Examples of land uses that have the potential to generate considerable odors include, but are not limited to: wastewater treatment plants, landfills, confined animal facilities, composting stations, food manufacturing plants, refineries, and chemical plants. The proposed project is not an industrial use that would generate substantial odors and is not located in proximity to industrial facilities that have the potential to expose receptors to substantial odors.

Construction of the project may generate nuisance diesel odors associated with operation of diesel construction equipment on-site (primarily during initial grading phases), but this effect would be localized, sporadic, and short-term in nature.

Conclusion

The proposed project is a senior living community that does not site a new odor source. The proposed project is not located within the screening distances from existing odors sources identified in the air district's 2017 CEQA Guidelines Table 3-3, Odor Screening Distances. Therefore, no odor impacts would occur during project operations. Short term construction activities have the potential to generate temporary odors that could generate nuisance complaints. Odors produced during construction would not be permanent. Therefore, the proposed project would not result in significant odor impacts.

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7.0
Biological Resources

This section addresses existing biological resources on the project site; the federal, state, and regional/local regulatory framework pertaining to biological resources; and anticipated impacts to biological resources as a result of the proposed project. This evaluation is based on a reconnaissance field survey conducted by an EMC Planning Group biologist; a review of existing scientific literature, aerial photographs, technical background information, and policies applicable to projects located in the Town of Los Gatos and Santa Clara County.

Information in this section is derived from various sources including:

- Project applications and plans;
- *Town of Los Gatos 2020 General Plan*;
- *Town of Los Gatos 2020 General Plan EIR;*
- *Town of Los Gatos Municipal Code*;
- California Department of Fish and Wildlife (CDFW) *California Natural Diversity Database* (CDFW 2020);
- California Native Plant Society (CNPS) *Inventory of Rare and Endangered Plants* (CNPS 2020);
- U.S. Fish and Wildlife Service (USFWS) *Endangered Species Program* (USFWS 2020a) and *National Wetlands Inventory* (USFWS 2020b);
- *Arborist Report, Los Gatos Meadows, Los Gatos, CA* (HortScience | Bartlett Consulting 2018);
- *Arborist's Review, 110 Wood Road, Los Gatos, CA* (Monarch Consulting Arborists 2020);
- *Arborist Report Update, Los Gatos Meadows, Los Gatos, CA* (HortScience | Bartlett Consulting 2020);
- *Response to Los Gatos Meadows Arborist Peer Review Letter dated July 6, 2020* (Gates and Associates 2020); and
- *Los Gatos Meadows Focused Survey Report* (EMC Planning Group 2021).

The arborist reports, arborist reports peer review, and the focused survey report are included in Appendix C. One comment on the NOP was received on March 4, 2021 from the CDFW. Measures to address potential impacts to roosting bats and nesting birds were recommended, and are included in this EIR section, below.

7.1 ENVIRONMENTAL SETTING

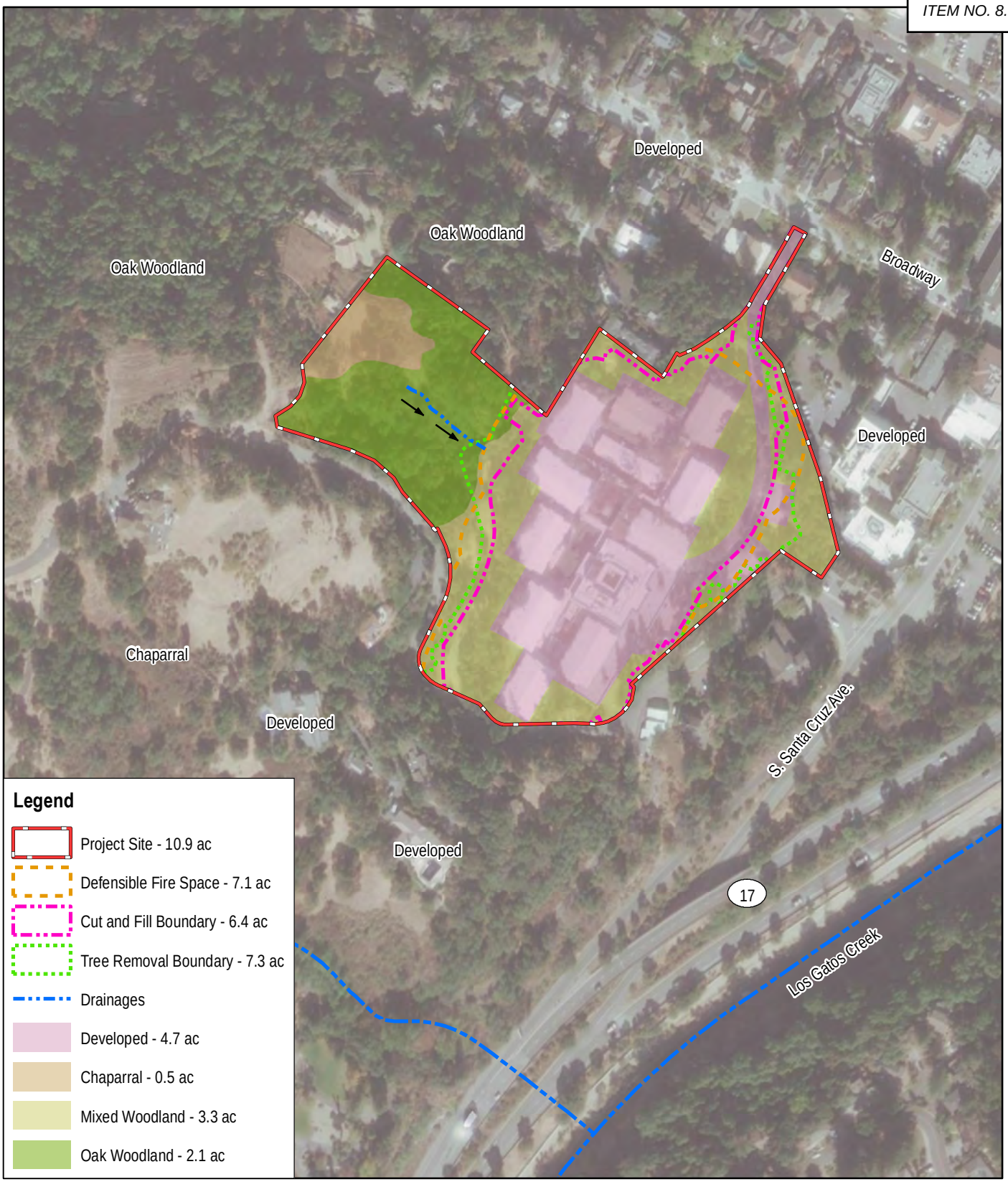
EMC Planning Group biologist Patrick Furtado, MS, conducted a reconnaissance-level biological survey at the project site on September 4, 2020 to document existing plant communities and wildlife habitats, and to evaluate the potential for special-status biological resources to occur on the site. Qualitative observations of plant cover, structure, and species composition were used to determine plant communities and wildlife habitats. Habitat quality and disturbance levels were documented.

Mr. Furtado subsequently conducted a focused plant survey at the project site on April 22, 2021 for special-status plant species with the potential to occur on the site. This survey was conducted in accordance with California Department of Fish and Wildlife (CDFW) and California Native Plant Society (CNPS) rare plant survey protocols. The survey was conducted in the approximately 4.5 acres of mixed woodland found within the project impact boundary. All of the project impact area was systematically surveyed and plant species observed were recorded in field notes.

Existing Conditions

The project site is located in the Town of Los Gatos, California, on an approximately 10.84-acre site near the intersection of Wood Road and South Santa Cruz Avenue. The site is situated on the Los Gatos U.S. Geological Survey (USGS) 7.5-minute quadrangle map, and ranges in elevation from roughly 434 to 682 feet. The site is within the San Francisco Bay Bioregion, which encompasses a diversity of plant communities from wet redwood forest to dry oak woodland and chaparral. The climate in the area is Mediterranean, with warm and dry summers, and winters tending to be cool and wet. Most of the annual rainfall occurs between the months of December and March. The soil type mapped across the project site is Katykat-Mouser-Sanikara complex (30 to 50 percent slopes), which consists of loam to sandy clay loam, with sandstone and mudstone parent materials (USDA NRCS 2020).

The site is currently developed with ten residential buildings, two cottages, several auxiliary buildings, parking garage, parking spaces, and a paved entry road. The proposed project includes the demolition of existing structures and the rebuilding of the facility on the same footprint with some modifications. Figure 7-1, Habitat Map, shows habitat mapped on the project site.



Source: ESRI 2021, Santa Clara County 2020, Kimley Horn 2020

Figure 7-1

Habitat Map

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Developed

The proposed project will generally follow the existing footprint of the developed area. The vegetation within and around the buildings and infrastructure consists of nonnative horticultural plantings of oleander (*Nerium oleander*), pittosporum (*Pittosporum* spp., English ivy (*Hedera helix*), box (*Buxus sempervirens*), Japanese maple (*Acer palmatum*), Chinese elm (*Ulmus parvifolia*), Italian cypress (*Cupressus sempervirens*), cycad (*Cycas* spp.), blue gum (*Eucalyptus globulus*), and strawberry tree (*Arbutus unedo*). Native California bay (*Umbellularia californica*) and coast live oak (*Quercus agrifolia*) can also be found outside of the building areas. The combination of developed areas, ornamental species, and disturbance defines this area as low-quality mixed oak woodland.

Oak Woodland

The upslope (western) section of the parcel is undeveloped and consists primarily of native oak woodland with small, scattered patches of chaparral. The oak woodland is dominated by coast live oak and California bay. Other common species include valley oak (*Quercus lobata*), poison oak (*Toxicodendron diversilobum*), California coffee berry (*Frangula californica*), toyon (*Heteromeles arbutifolia*), California buckeye (*Aesculus calfornica*), and California blackberry (*Rubus ursinus*). The combination of species present and relatively low level of disturbance defines the area northeast part of the parcel as high-quality oak/bay woodland.

Bird species observed on the site include red-shouldered hawk (*Buteo lineatus*), dark-eyed junco (*Junco hyemalis*), California scrub jay (*Aphelocoma californica*), Steller's jay (*Cyanocitta stelleri*), acorn woodpecker (*Melanerpes formicivorus*), chestnut-backed chickadee (*Poecile rufescens*), white-breasted nuthatch (*Sitta carolinensis*), and mourning dove (*Zenaida macroura*). Bird species expected to utilize the habitat include wild turkey (*Meleagris gallopavo*), bushtit (*Psaltriparus minimus*), Anna's hummingbird (*Calypte anna*), turkey vulture (*Cathartes aura*), and California quail (*Callipepla californica*).

Mammal species expected to utilize the habitat include California vole (*Microtus californicus*), Botta's pocket gopher (*Thomomys bottae*), striped skunk (*Mephitis mephitis*), California ground squirrel (*Spermophilus beecheyi*), and raccoon (*Procyon lotor*). Reptile species expected to utilize the habitat include western fence lizard (*Sceloporus occidentalis*), California alligator lizard (*Elgaria multicarinata multicarinata*), Pacific ring-necked snake (*Diadophis punctatus amabilis*), coast garter snake (*Thamnophis elegans terrestris*), Pacific gopher snake (*Pituophis catenifer catenifer*), and northern Pacific rattlesnake (*Crotalus oreganus oreganus*).

Wetlands and Waterways

A drainage descends from the upslope oak woodland and flows towards the project site. These drainages are likely ephemeral and only flow during rain events. They are not mapped on the USFWS National Wetlands Inventory Wetlands Mapper or on the USGS topographical map of the area.

Water collecting within the drainage likely flows to existing storm drain lines that currently direct and store water within the development footprint, conveying storm water to the Wood Road storm water system. No wetland plant species were observed in the drainages during the reconnaissance-level biological survey of the project site, however runoff from elevations higher than the project may flow through the drainage and the site in the direction of Los Gatos Creek, just south of State Route 17.

Special-Status Species with Potential to Occur in Vicinity

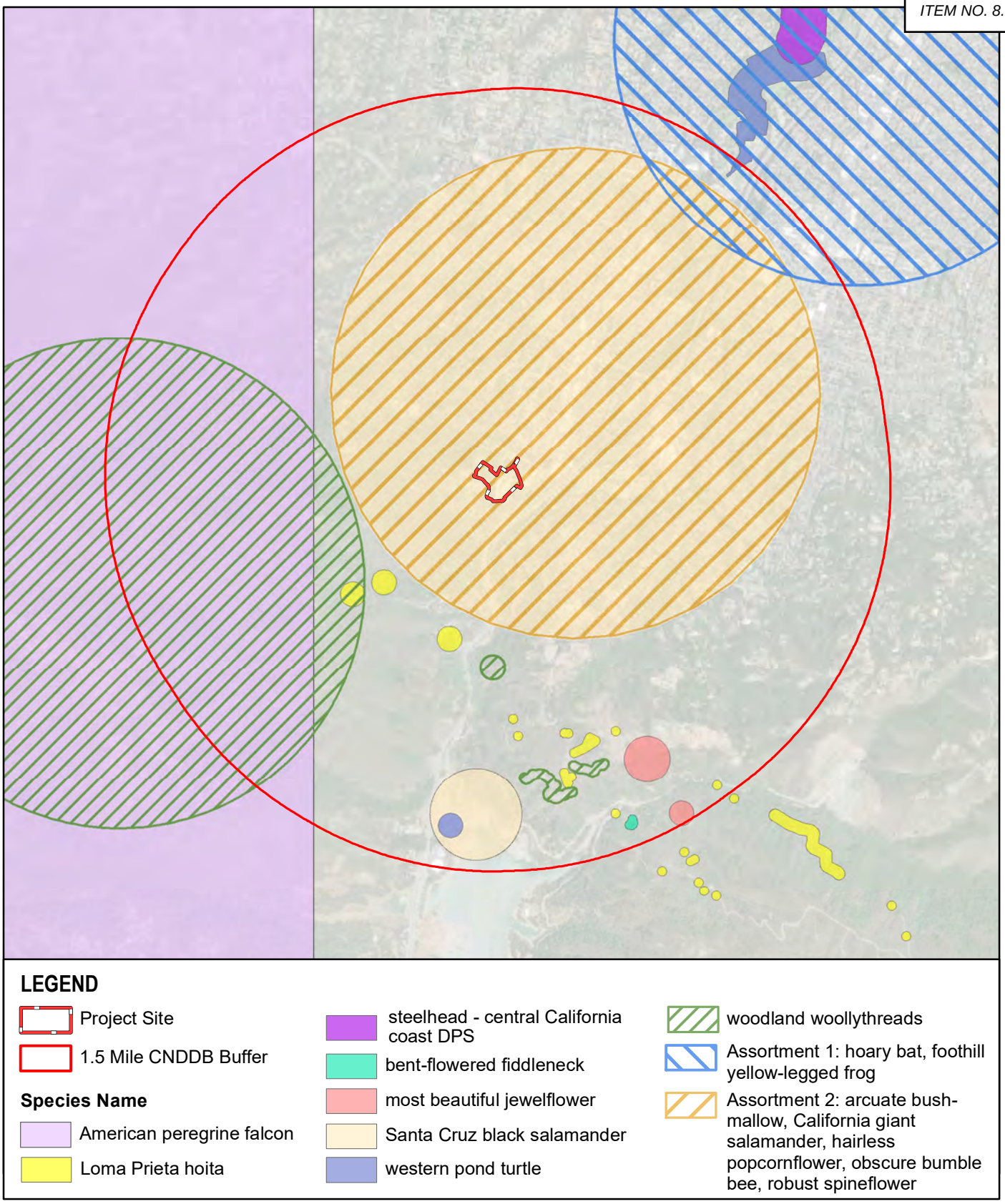
Special-status species are those listed as Endangered, Threatened, or Rare, or as Candidates for listing by the USFWS or CDFW under the state and/or federal Endangered Species Acts. The special-status designation also includes CDFW Species of Special Concern and Fully Protected species, California Native Plant Society (CNPS) Rare Plant Rank 1B and 2B species, and other locally rare species that meet the criteria for listing as described in Section 15380 of CEQA Guidelines. Special-status species are generally rare, restricted in distribution, declining throughout their range, or have a critical, vulnerable stage in their life cycle that warrants monitoring.

A search of the CDFW *California Natural Diversity Database* (CDFW 2020) was conducted for the Cupertino, San Jose West, San Jose East, Castle Rock Ridge, Los Gatos, Santa Teresa Hills, Felton, Laurel, and Loma Prieta USGS quadrangles in order to evaluate potentially occurring special-status plant and wildlife species in the project vicinity. Figure 7-2, Special-Status Species, shows the locations of special-status species recorded in the project vicinity. Records of occurrence for special-status plants were reviewed for the same USGS quadrangles in the CNPS *Inventory of Rare and Endangered Plants* (CNPS 2020). A USFWS *Endangered Species Program* threatened and endangered species list was also generated for Santa Clara County (USFWS 2020a).

Table 7-1, Special-Status Plant Species with Potential to Occur in Vicinity, and Table 7-2, Special-Status Wildlife Species with Potential to Occur in Vicinity, show special-status species documented within the project vicinity, their listing status and suitable habitat description, and their potential to occur on the site.

Special-Status Plants

The upslope, undeveloped habitats of the parcel provide marginally suitable habitat for three special-status plant species. These habitats are upslope (west) of the construction footprint and are not expected to be disturbed. Database search results and the potential for special-status plants to occur on the project site and vicinity are presented in Table 7-1, Special-Status Plant Species with Potential to Occur in the Project Vicinity, and are discussed in the Impacts and Mitigation Measures section, below. These species include arcuate bush-mallow (*Malacothamnus arcuatus*), Loma Prieta hoita (*Hoita strobilina*), and woodland woollythreads (*Monolopia gracilens*).



Source: ESRI 2020, California Natural Diversity Database 2020

Figure 7-2

Special-Status Species

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Table 7-1 Special-Status Plant Species with Potential to Occur in the Project Vicinity

Species	Status (Federal/State/ CNPS)	Suitable Habitat Description	Potential to Occur on Project Site
Anderson's manzanita *(Arctostaphylos andersonii)*	--/--/1B.2	Broadleaved upland forest, chaparral, and North Coast coniferous forest. Known only from the Santa Cruz Mountains. Prefers open sites in redwood forest; elevation 180-800m. Blooming Period: November – April.	Not expected. Species occurs at higher elevations in Santa Cruz Mountains.
Arcuate bush-mallow *(Malacothamnus arcuatus)*	--/--/1B.2	Chaparral, in gravelly alluvium; elevation 80-355m. Blooming Period: April – September.	Not expected. Proposed project will not encroach chaparral vegetation found along the northwestern boundary.
Ben Lomond buckwheat *(Eriogonum nudum* var. *decurrens)*	--/--/1B.1	Chaparral, cismontane woodland, lower montane coniferous forest, and ponderosa pine sand hills; elevation 50-800m. Blooming Period: June – October.	Not expected. No suitable habitat found on the site.
Ben Lomond spineflower *(Chorizanthe pungens* var. *hartwegiana)*	FE/--/1B.1	Lower montane coniferous forest; found on Ben Lomond sands and Zayante coarse sands in maritime ponderosa pine sand hills; elevation 120-470m. Blooming Period: April - July	Not expected. No suitable habitat found on the site.
Bent-flowered fiddleneck *(Amsinckia lunaris)*	--/--/1B.2	Coastal bluff scrub, cismontane woodland, and valley and foothill grassland, on decomposed shale soils; elevation 3-500m. Blooming Period: March – June.	Not expected. No suitable habitat found on the site.
Big-scale balsamroot *(Balsamorhiza macrolepis)*	--/--/1B.2	Valley and foothill grassland, and cismontane woodland; sometimes on serpentine; elevation 35-1000m. Blooming Period: March – June.	Not expected. No suitable habitat found on the site.
Bonny Doon manzanita *(Arctostaphylos silvicola)*	--/--/1B.2	Chaparral, closed-cone coniferous forest, and lower montane coniferous forest. Known only from inland marine Zayante sands in Santa Cruz County; elevation 120-390m. Blooming Period: February – March.	Not expected. No suitable habitat found on the site.
Bristly sedge *(Carex comosa)*	--/--/2B.1	Coastal prairie, marshes and swamps (lake margins), and valley and foothill grassland; elevation 0-625m. Blooming Period: May – September.	Not expected. No suitable habitat found on the site.
Caper-fruited tropidocarpum *(Tropidocarpum capparideum)*	--/--/1B.1	Valley and foothill grassland on alkaline clay; elevation 0-445m. Blooming Period: March – April.	Not expected. No suitable habitat found on the site.
Chaparral ragwort *(Senecio aphanactis)*	--/--/2B.2	Cismontane woodland and coastal scrub. Prefers drying alkaline flats; elevation 20-575m. Blooming Period: January – April.	Not expected. No suitable habitat found on the site.
Choris' popcorn-flower *(Plagiobothrys chorisianus* var. *chorisianus)*	--/--/1B.2	Chaparral, coastal scrub, coastal prairie, mesic sites; elevation 15-100m. Blooming Period: March – June.	Not expected. No suitable habitat found on the site.
Congdon's tarplant *(Centromadia parryi* spp. *congdonii)*	--/--/1B.1	Valley and foothill grassland (alkaline); elevation 1-230m. Known to occur on various substrates, and in disturbed and ruderal (weedy) areas. Blooming Period: June – November.	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State/ CNPS)	Suitable Habitat Description	Potential to Occur on Project Site
Contra Costa goldfields *(Lasthenia conjugens)*	FE/--/1B.1	Wet areas in cismontane woodland, playas (alkaline), valley and foothill grassland, and vernal pools; elevation 0-470m. Blooming Period: March – June.	Not expected. No suitable habitat found on the site.
Coyote ceanothus *(Ceanothus ferrisiae)*	FE/--/1B.1	Serpentine sites in chaparral, coastal scrub, and valley and foothill grassland; elevation 120-460m. Blooming Period: January – May.	Not expected. No suitable habitat found on the site.
Deceiving sedge *(Carex saliniformis)*	--/--/1B.2	Wet areas in coastal prairie, coastal scrub, meadows and seeps, and coastal salt marshes and swamps; elevation 3-230m. Blooming Period: June – July.	Not expected. No suitable habitat found on the site.
Dudley's lousewort *(Pedicularis dudleyi)*	--/SR/1B.2	Chaparral, North Coast coniferous forest, valley and foothill grassland. Deep shady woods of older coast redwood forests, also in maritime chaparral; elevation 100-490m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Dwarf soaproot *(Chlorogalum pomeridianum var. minus)*	--/--/1B.2	Chaparral, serpentine; elevation 120-1220m. Blooming Period: May – August.	Not expected. No suitable habitat found on the site.
Fragrant fritillary *(Fritillaria liliacea)*	--/--/1B.2	Coastal scrub, valley and foothill grassland, and coastal prairie. Often on serpentine; various soils reported though usually clay in grassland; elevation 3-410m. Blooming Period: February – April.	Not expected. No suitable habitat found on the site.
Hairless popcorn flower *(Plagiobothrys glaber)*	--/--/1A	Meadows and seeps (alkaline), marshes and swamps (coastal salt); elevation 15-180m. Blooming Period: March – May.	Not expected. No suitable habitat found on the site. Possibly extirpated.
Hall's bush-mallow *(Malacothamnus hallii)*	--/--/1B.2	Chaparral, some populations on serpentine; elevation 10-550m. Blooming Period: May – September.	Not expected. No suitable habitat found on the site.
Kellogg's horkelia *(Horkelia cuneata* ssp. *sericea)*	--/--/1B.1	Closed-cone coniferous forest, maritime chaparral, coastal scrub, sandy or gravelly openings; elevation 10-200m. Blooming Period: April – September.	Not expected. No suitable habitat found on the site.
Loma Prieta hoita *(Hoita strobilina)*	--/--/1B.1	Wet areas on serpentine substrate in chaparral, cismontane woodland, and riparian woodland; elevation 30-860m. Blooming Period: April – September.	Not expected. Species not found during focused surveys conducted during the blooming period.
Marsh microseris *(Microseris paludosa)*	--/--/1B.2	Closed-cone coniferous forest, cismontane woodland, coastal scrub, valley and foothill grassland; elevation 5-300m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Marsh sandwort *(Arenaria paludicola)*	FE/SE/1B.1	Sandy openings in freshwater or brackish marshes and swamps; elevation 3-170m. Blooming Period: May – August.	Not expected. No suitable habitat found on the site.
Metcalf Canyon jewel-flower *(Streptanthus albidus* ssp. *albidus)*	FE/--/1B.1	Valley and foothill grassland. Endemic to Santa Clara County. Relatively open areas in dry grassy meadows on serpentine soils/serpentine balds; elevation 45-245m. Blooming Period: April – July.	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State/ CNPS)	Suitable Habitat Description	Potential to Occur on Project Site
Minute pocket moss *(Fissidens pauperculus)*	--/--/1B.2	North coast coniferous forest. Moss growing on damp soil along the coast; elevation 10-100m. Evergreen.	Not expected. No suitable habitat found on the site.
Monterey spineflower *(Chorizanthe pungens* var. *pungens)*	FT/--/1B.2	Sandy openings in maritime chaparral, cismontane woodland, coastal dunes, coastal scrub, and valley and foothill grassland; elevation 3-450m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Most beautiful jewel-flower *(Streptanthus albidus* ssp. *peramoenus)*	--/--/1B.2	Chaparral, valley and foothill grassland, and cismontane woodland; serpentine outcrops, on ridges and slopes; elevation 120-730m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Mt. Hamilton fountain thistle *(Cirsium fontinale* var. *campylon)*	--/--/1B.2	Serpentine seeps in chaparral, cismontane woodland, and valley and foothill grassland; elevation 100-890m. Blooming Period: February – October.	Not expected. No suitable habitat found on the site.
Northern curly-leaved monardella *(Monardella sinuata ssp. nigrescens)*	--/--/1B.2	Sandy sites in chaparral, coastal dunes, coastal scrub, and lower montane coniferous forest (ponderosa pine sandhills); elevation 0-300m. Blooming Period: April – September.	Not expected. No suitable habitat found on the site.
Pacific Grove clover *(Trifolium polyodon)*	--/SR/1B.1	Closed-cone coniferous forest, coastal prairie, meadows and seeps, valley and foothill grassland, mesic; elevation 5-120m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Point Reyes horkelia *(Horkelia marinensis)*	--/--/1B.2	Sandy sites in coastal dunes, coastal prairie, and coastal scrub; elevation 5-755m. Blooming Period: May – September.	Not expected. No suitable habitat found on the site.
Robust spineflower *(Chorizanthe robusta* var. *robusta)*	FE/--/1B.1	Sandy or gravelly openings in cismontane woodland, coastal dunes, and coastal scrub; prefers sandy terraces and bluffs or loose sand; elevation 3-300m. Blooming Period: April – July.	Not expected. No suitable habitat found on the site. Possibly extirpated locally.
Rock sanicle *(Sanicula saxatilis)*	--/SR/1B.2	Rocky sites in broadleaved upland forest, chaparral, and valley and foothill grassland; prefers bedrock outcrops and talus slopes; elevation 620-1175m. Blooming Period: April – May.	Not expected. No suitable habitat found on the site.
Saline clover *(Trifolium hydrophilum)*	--/--/1B.2	Marshes and swamps, valley and foothill grassland, and vernal pools. Prefers wet, alkaline sites; elevation 0-300m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
San Francisco campion *(Silene verecunda* ssp. *verecunda)*	--/--/1B.2	Coastal scrub, valley and foothill grassland, coastal bluff scrub, chaparral, and coastal prairie on mudstone/shale and serpentine substrates; elevation 30-645m. Blooming Period: March – August.	Not expected. No suitable habitat found on the site.
San Francisco collinsia *(Collinsia multicolor)*	--/--/1B.2	Serpentine sites in closed cone coniferous forest and coastal scrub. Prefers decomposed shale (mudstone) mixed with humus; elevation 30-250m. Blooming Period: March – May.	Not expected. No suitable habitat found on the site.
San Francisco popcornflower *(Plagiobothrys diffusus)*	--/SE/1B.1	Valley and foothill grassland, and coastal prairie. Historically from grassy slopes with marine influence; elevation 60-485m. Blooming Period: March – June.	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State/ CNPS)	Suitable Habitat Description	Potential to Occur on Project Site
Santa Clara Valley dudleya *(Dudleya abramsii* ssp. *setchellii)*	FE/--/1B.1	Valley and foothill grassland, and cismontane woodland. Endemic to serpentine outcrops and on rocks within grassland or woodland in Santa Clara County; elevation 80-335m. Blooming Period: April – June.	Not expected. No suitable habitat found on the site.
Santa Cruz clover *(Trifolium buckwestiorum)*	--/--/1B.1	Broadleaved upland forest, cismontane woodland, and coastal prairie; prefers moist grassland and gravelly margins; elevation 105-610m. Blooming Period: April – October.	Not expected. No suitable habitat found on the site.
Santa Cruz cypress *(Hesperocyparis abramsiana* var. *abramsiana)*	FE/SE/1B.2	Closed-cone coniferous forest and lower montane coniferous forest in the Santa Cruz Mountains on sandstone and granitic derived soils; elevation 300-800m. Evergreen	Not expected. No suitable habitat found on the site.
Santa Cruz microseris *(Stebbinsoseris decipiens)*	--/--/1B	Broadleaved upland forest, closed-cone coniferous forest, chaparral, coastal prairie, coastal scrub, valley and foothill grassland, open areas, sometimes serpentine; elevation 10-500m. Blooming Period: April - May	Not expected. No suitable habitat found on the site.
Santa Cruz Mountains beardtongue *(Penstemon rattanii* var. *kleei)*	--/--/1B.2	Chaparral and lower montane coniferous forest. Sandy shale slopes in transition zone between forest and chaparral; elevation 400-1100m. Blooming Period: May – June.	Not expected. No suitable habitat found on the site.
Santa Cruz Mountains pussypaws *(Calyptridium parryi* var. *hesseae)*	--/--/1B.1	Sandy or gravelly openings in chaparral and cismontane woodland; elevation 305-1530m. Blooming Period: May – August.	Not expected. No suitable habitat found on the site.
Santa Cruz tarplant *(Holocarpha macradenia)*	FT/SE/1B.1	Coastal prairie, coastal scrub, and valley and foothill grassland; often on clay or sandy soils; elevation 10-220m. Blooming Period: June – October.	Not expected. No suitable habitat found on the site.
Santa Cruz wallflower *(Erysimum teretifolium)*	FE/SE/1B.1	Lower montane coniferous forest and chaparral. Pine Parkland Area, on inland marine sands (Zayante coarse sand); elevation 120-610m. Blooming Period: March – July.	Not expected. No suitable habitat found on the site.
Scotts Valley polygonum *(Polygonum hickmanii)*	FE/SE/1B.1	Valley and foothill grassland. Purisima sandstone or mudstone with a thin soil layer, vernally moist due to runoff; elevation 210-250m. Blooming Period: May – October.	Not expected. No suitable habitat found on the site.
Scotts Valley spineflower *(Chorizanthe robusta* var. *hartwegii)*	FE/--/1B.1	Meadows, and valley and foothill grassland. In grasslands with mudstone and sandstone outcrops; elevation 230-245m. Blooming Period: April – July.	Not expected. No suitable habitat found on the site.
Slender silver-moss *(Anomobryum julaceum)*	--/--/2B.2	Broadleaved upland forest, lower montane coniferous forest, North Coast coniferous forest, damp rocks and soil, usually seen on road cuts; elevation 100-1000m. Evergreen.	Not expected. No suitable habitat found on the site.
Smooth lessingia *(Lessingia micradenia* var. *glabrata)*	--/--/1B.2	Chaparral; endemic to Santa Clara County. Serpentine, often on roadsides; elevation 120-485m. Blooming Period: July – November.	Not expected. No suitable habitat found on the site.
Swamp harebell *(Campanula californica)*	--/--/1B.2	Mesic sites in bogs and fens, closed-cone coniferous forest, coastal prairie, meadows and seeps, freshwater marshes and swamps, and	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State/ CNPS)	Suitable Habitat Description	Potential to Occur on Project Site
		North Coast coniferous forest; elevation 1-405m. Blooming Period: June – October.	
Tear drop moss *(Dacryophyllum falcifolium)*	--/--/1B.3	Carbonate substrates in North Coast coniferous forest; elevation 50-275m. Evergreen.	Not expected. No suitable habitat found on the site.
Western leatherwood *(Dirca occidentalis)*	--/--/1B.2	Broadleaf upland forest, chaparral, closed cone coniferous forest, cismontane woodland, North Coast coniferous forest, riparian forest, and riparian woodland. Found on brushy slopes, in mesic sites, mostly in mixed evergreen and foothill woodland communities; elevation 30-550m. Blooming Period: January – April.	Not expected. No suitable habitat found on the site.
White-flowered rein orchid *(Piperia candida)*	--/--/1B.2	Broadleaf upland forest, lower montane coniferous forest, and North Coast coniferous forest; sometimes serpentine; elevation 30-1310m. Blooming Period: May – September.	Not expected. No suitable habitat found on the site.
White-rayed pentachaeta *(Pentachaeta bellidiflora)*	FE/SE/1B.1	Valley and foothill grassland. Open dry, rocky slopes and grassy areas, often on soils derived from serpentine bedrock; elevation 35-620m. Blooming Period: March – May.	Not expected. No suitable habitat found on the site.
Woodland woollythreads *(Monolopia gracilens)*	--/--/1B.2	Serpentine, open sites in broadleaved upland forest, chaparral, cismontane woodland, North Coast coniferous forest, and valley and foothill grassland; elevation 100-1200m. Blooming Period: March – July.	Not expected. Species not found during focused surveys conducted during the blooming period.

SOURCE: CDFW 2020, CNPS 2020

NOTE: Status Codes:

Federal (USFWS)

FE: Listed as Endangered under the Federal Endangered Species Act.

FT: Listed as Threatened under the Federal Endangered Species Act.

FC: A Candidate for listing as Threatened or Endangered under the Federal Endangered Species Act.

FSC: Species of Special Concern.

FD: Delisted under the Federal Endangered Species Act.

State (CDFW)

SE: Listed as Endangered under the California Endangered Species Act.

ST: Listed as Threatened under the California Endangered Species Act.

SR: Listed as Rare under the California Endangered Species Act.

SC: A Candidate for listing as Threatened or Endangered under the California Endangered Species Act.

SSC: Species of Special Concern.

SFP: Fully Protected species under the California Fish and Game Code.

SD: Delisted under the California Endangered Species Act.

CNPS Rare Plant Ranks and Threat Code Extensions
1B: Plants that are considered Rare, Threatened, or Endangered in California and elsewhere.
2B: Plants that are considered Rare, Threatened, or Endangered in California, but more common elsewhere.
.1: Seriously endangered in California (over 80% of occurrences threatened/high degree and immediacy of threat).
.2: Fairly endangered in California (20-80% occurrences threatened).
.3: Not very endangered in California (<20% of occurrences threatened or no current threats known).

Table 7-2 Special-Status Wildlife Species with Potential to Occur in the Project Vicinity

Species	Status (Federal/State)	Suitable Habitat Description	Potential to Occur on Project Site
American badger *(Taxidea taxus)*	--/SSC	Most abundant in drier, open stages of most shrub, forest, and herbaceous habitats. Need sufficient food and open, uncultivated ground with friable soils to dig burrows. Prey on burrowing rodents.	Not expected. No suitable habitat found on site.
American peregrine falcon *(Falco peregrinus anatum)*	FD/SD,SFP	Occurs near wetlands, lakes, rivers, or other waters on cliffs, banks, dunes, mounds, and human-made structures. Nest consists of a scrape on a depression or ledge in an open site.	Not expected. No suitable nesting habitat found on site.
Bay checkerspot butterfly *(Euphydryas editha bayensis)*	FT/--	Restricted to native grasslands on outcrops of serpentine soil in the vicinity of San Francisco Bay. *Plantago erecta* is the primary host plant; *Castilleja densiflora* and *C. exserta* are secondary host plants.	Not expected. No habitat found on site.
Black swift *(Cypseloides niger)*	--/SSC	Breeds in small colonies on cliffs behind or adjacent to waterfalls in deep canyons and sea bluffs above surf; forages widely.	Not expected. No suitable nesting habitat found on site.
Burrowing owl *(Athene cunicularia)*	--/SSC	Open, dry, annual or perennial grasslands, desert, or scrubland, with available small mammal burrows.	Not expected. No suitable nesting habitat found on site.
California giant salamander *(Anodonta californiensis)*	--/SSC	Known from wet coastal forests near streams ad seeps from Mendocino County south to Monterey County and east to Napa County. Aquatic larvae found in cold, clear streams, occasionally in lakes and ponds. Adults known from wet forests under rocks and logs near streams and lakes.	Not expected. No suitable habitat found on site.
California red-legged frog *(Rana draytonii)*	FT/SSC	Rivers, creeks, and stock ponds with pools and overhanging vegetation. Requires dense, shrubby or emergent riparian vegetation, and prefers short riffles and pools with slow-moving, well-oxygenated water. Needs upland habitat to aestivate (remain dormant during dry months) in small mammal burrows, cracks in the soil, or moist leaf litter.	Not expected. No suitable habitat found on site.
California tiger salamander *(Ambystoma californiense)*	FT/ST	Grasslands and oak woodlands near seasonal pools and stock ponds in central and coastal California. Needs upland habitat to aestivate (remain dormant during dry months) in small mammal burrows, cracks in the soil, or moist leaf litter. Requires seasonal water sources that persist into late March for breeding habitat.	Not expected. No suitable habitat found on site.
Coast horned lizard *(Phrynosoma blainvillii)*	--/SSC	Arid grassland and scrubland habitats; prefers lowlands along sandy washes with scattered low bushes. Requires open areas for sunning, bushes for cover, patches of loose soil for burrowing, and abundant supply of ants and other insects for feeding.	Not expected. No suitable habitat found on site.

Species	Status (Federal/State)	Suitable Habitat Description	Potential to Occur on Project Site
Coho salmon *(Oncorhynchus kisutch)*	FE/SE	Freshwater habitats; requires beds of loose, silt-free, coarse gravel for spawning, covered cool water, and sufficient oxygen levels.	Not expected. No suitable habitat found on the site.
Cooper's hawk *(Accipter cooperii)*	--/SSC	Oak or riparian woodlands.	Low potential to occur. Marginally suitable habitat found on site.
Foothill yellow-legged frog *(Rana boylii)*	--/SSC	Partly shaded, shallow streams and riffles with rocky substrate in a variety of habitats. Requires at least some cobble-sized substrate for egg-laying and 15 weeks of available water to attain metamorphosis.	Not expected. No suitable habitat found on the site.
Golden eagle *(Aquila chrysaetos)*	--/SFP	Rolling foothill mountain areas, sage-juniper flats, and desert. Cliff-walled canyons provide nesting habitat in most parts of range. Also uses large trees in open areas.	Not expected. No suitable habitat found on the site.
Hoary bat *(Lasiurus cinereus)*	--/SSC	Prefers open habitats or habitat mosaics, with access to trees for cover and open areas or habitat edges for feeding. Roosts in dense foliage of medium to large trees. Feeds primarily on moths. Requires water.	Not expected. No suitable habitat found on the site.
Long-eared myotis *(Myotis evotis)*	--/--	Found in all brush, woodland and forest habitats from sea level to about 9,000 feet. Prefers coniferous woodlands and forests. Nursery colonies in buildings, crevices, spaces under bark and snags. Caves used primarily as night roosts.	Low potential to occur. Marginally suitable habitat found on site.
Marbled murrelet *(Brachyramphus marmoratus)*	FT/SE	Feeds near shore, and nests up to six miles inland from coast from Half Moon Bay to Santa Cruz in old-growth redwood forests, often in Douglas fir trees.	Not expected. No suitable habitat found on the site.
Mount Hermon (=barbate) June beetle *(Polyphylla barbata)*	FE/--	Sand hills at Mount Hermon.	Not expected. No suitable habitat found on the site.
Northern california legless lizard *(Anniella pulchra)*	--/SSC	Sandy or loose loamy soils under sparse vegetation, moist soils. Anniella pulchra is traditionally split into two subspecies: *A. pulchra pulchra* (silvery legless lizard) and *A. pulchra nigra* (black legless lizard), but these subspecies are typically no longer recognized.	Not expected. No suitable habitat found on the site.
Ohlone tiger beetle *(Cicindela ohlone)*	FE/--	Remnant native grasslands in Santa Cruz County. Substrate is poorly drained clay or sandy clay soil over bedrock of Santa Cruz mudstone.	Not expected. No suitable habitat found on the site.
Opler's longhorn moth *(Adela oplerella)*	FSC/--	From Marin county and the Oakland area on the inner coast ranges south to Santa Clara County. Serpentine grassland, larvae feed on *Platystemon californicus*.	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State)	Suitable Habitat Description	Potential to Occur on Project Site
Osprey *(Pandion haliaetus)*	--/--	Ocean shore, bays, fresh-water lakes, and larger streams. Large nests built in tree-tops within 15 miles of a good fish-producing body of water.	Not expected. No suitable habitat found on the site.
Pallid bat *(Antrozous pallidus)*	--/SSC	Deserts, grasslands, scrublands, woodlands, and forests. Most common in open, dry habitats with rocky areas for roosting. Roosts must protect bats from high temperatures.	Low potential to occur. Marginally suitable habitat found on site.
Purple martin *(Progne subis)*	--/SSC	Inhabits woodlands, particularly low elevation coniferous forests (Douglas fir, ponderosa pine, and Monterey pine). Nests in cavities, often in tall, isolated trees or snags, and also in man-made structures.	Not expected. No suitable habitat found on site.
San Francisco dusky-footed woodrat *(Neotoma fuscipes annectens)*	--/SSC	Forest habitats of moderate canopy and moderate to dense understory. Constructs nest of shredded grass, leaves, and other materials.	Low potential to occur. Marginally suitable nesting resources available within oak woodland habitats on site. No nests identified during survey.
Santa Cruz black salamander *(Aneides flavipunctatus niger)*	--/SSC	Mixed deciduous and coniferous woodlands and coastal grasslands in San Mateo, Santa Cruz, and Santa Clara Counties. Adults found under rocks, talus, and damp woody debris.	Low potential to occur. Marginally suitable habitat found on site. Species has been observed in proximity to project site.
Santa Cruz kangaroo rat *(Dipodomys venustus venustus)*	--/--	Silverleaf manzanita mixed chaparral in the Zayante sand hills ecosystem of the Santa Cruz Mountains. Needs soft, well-drained sand.	Not expected. No suitable habitat found on the site.
Smith's blue butterfly *(Euphilotes enoptes smithi)*	FE/--	Coastal dunes and coastal sage scrub plant communities. Host plants include *Eriogonum latifolium* and *E. parvifolium* for larval and adult stages.	Not expected. No suitable habitat found on the site.
Snowy egret *(Egretta thula)*	--/--	(Nesting) Colonial nester with nest sites situated in protected beds of dense tules. Rookery sites situated close to foraging areas, including marshes, tidal flats, streams, wet meadows, and borders of lakes.	Not expected. No suitable habitat found on the site.
Steelhead *(Oncorhynchus mykiss irideus)*	FT/--	Coastal stream with clean spawning gravel. Requires cool water and pools. Needs migratory access between natal stream and ocean.	Not expected. No suitable habitat found on the site.
Swainson's hawk *(Buteo swainsoni)*	--/ST	Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees. Requires adjacent suitable foraging areas, such as grasslands or agricultural fields supporting rodent populations.	Not expected. No suitable habitat found on the site.

Species	Status (Federal/State)	Suitable Habitat Description	Potential to Occur on Project Site
Townsend's big-eared bat *(Corynorhinus townsendii)*	--/SCT	Inhabits a wide variety of habitats. Most common in mesic sites. Roosts in the open, hanging from walls and ceilings. Roosting sites limiting. Extremely sensitive to human disturbance.	Low potential to occur. Marginally suitable habitat found on site.
Tricolored blackbird *(Agelaius tricolor)*	--/SE	Areas adjacent to open water with protected nesting substrate, which typically consists of dense, emergent freshwater marsh vegetation.	Not expected. No suitable habitat found on the site.
Western bumble bee (*Bombus occidentalis*)	--/CE	Meadows and grasslands with flowering plants; can also be found in natural areas within urban environments.	Not expected. No suitable habitat found on the site.
Western pond turtle *(Emys marmorata)*	--/SSC	Ponds, marshes, rivers, streams, and irrigation ditches with aquatic vegetation. Needs basking sites (such as rocks or partially submerged logs) and suitable upland habitat for egg-laying (sandy banks or grassy open fields).	Not expected. No suitable habitat found on the site.
White-tailed kite *(Elanus leucurus)*	--/SFP	Rolling foothills and valley margins with scattered oaks, and river bottomlands or marshes next to deciduous woodlands. Open grasslands, meadows, or marshes for foraging close to isolated, dense-topped trees for nesting and perching.	Not expected. No suitable habitat found on the site.
Yellow rail *(Corturnicops noveboracensis)*	--/SSC	Summer resident in eastern Sierra Nevadas, prefers freshwater marshlands.	Not expected. No suitable habitat found on the site.
Yuma myotis *(Myotis yumanensis)*	--/--	Optimal habitats are open forests and woodlands with sources of water over which to feed. Distribution is closely tied to bodies of water. Maternity colonies in caves, mines, buildings, or crevices.	Not expected. No suitable habitat found on the site.
Zayante band-winged grasshopper *(Trimerotropis infantilis)*	FE/--	Isolated sandstone deposits in the Santa Cruz Mountains, Zayante Hills ecosystem.	Not expected. No suitable habitat found on the site.

SOURCE: CDFW 2020

NOTE: Status Codes:

Federal (USFWS)

FE: Listed as Endangered under the Federal Endangered Species Act.

FT: Listed as Threatened under the Federal Endangered Species Act.

FC: A Candidate for listing as Threatened or Endangered under the Federal Endangered Species Act.

FSC: Species of Special Concern.

FD: Delisted under the Federal Endangered Species Act.

State (CDFW)
SE: Listed as Endangered under the California Endangered Species Act.
ST: Listed as Threatened under the California Endangered Species Act.
SR: Listed as Rare under the California Endangered Species Act.
SC: A Candidate for listing as Threatened or Endangered under the California Endangered Species Act.
SSC: Species of Special Concern.
SFP: Fully Protected species under the California Fish and Game Code.
SD: Delisted under the California Endangered Species Act.

Special-Status Wildlife

Special-status wildlife species potentially occurring in the project vicinity were evaluated for their potential to occur on the project site. Database search results and the potential for special-status wildlife to occur on the project site and vicinity are presented in Table 7-2, Special-Status Wildlife Species with Potential to Occur in the Project Vicinity, and are discussed in in the Impacts and Mitigation Measures section, below. These species include: San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), and nesting raptors and migratory birds.

Regulated Trees

The project site contains hundreds of native and nonnative trees representing over fifty species. In accordance with the Town's Tree Protection Ordinance, a tree inventory and assessment were conducted in 2018 by HortScience|Bartlett Consulting under contract with the applicant for the proposed project and included all trees with trunk diameters greater than four inches (those trees protected by the Ordinance). A total of 375 trees representing 57 species were evaluated.

A peer review of the 2018 arborist report was performed in 2020 by Monarch Consulting Arborists, the Town's consulting arborist. Monarch found the 2018 arborist report outdated as at least 20 trees had been removed since the report was drafted. Monarch also found that within the report there is no differentiation between "Protected," "Large Protected," "Heritage," and "Exceptions" trees. Los Gatos has specific definitions for these designations and they are not interchangeable. The peer review recommended that the 2018 arborist report and tables be revised to reflect current conditions and trees recently removed.

In 2019, selected trees were removed in response to a Wildland Urban Interface fire management review. Hort Science | Bartlett Consulting prepared an *Arborist Report Update* to incorporate data on trees removed and also responds to the peer review conducted by Monarch Consulting (2020). Forty-four (44) trees were removed and three hundred thirty-one (331) trees remain. A *Response to Los Gatos Meadows Arborist Peer Review Letter dated July 6, 2020* was also submitted to address how comments and recommendations from the peer review and revised Arborist Report were incorporated into the landscape and tree planting plans (Gates and Associates 2020).

Sensitive Natural Communities

As described in more detail above in the Existing Conditions section, the site supports low-quality mixed oak woodland and high-quality native oak/bay woodland habitat. Oak woodlands are generally considered sensitive natural communities by CDFW because they support a diverse assemblage of native species. CDFW also recognizes wetlands and waterways as sensitive natural communities (described in the wetlands and waterways section above).

Wildlife Movement

Wildlife movement includes migration (usually movement one way per season), inter-population movement (long-term dispersal and genetic flow), and small travel pathways (daily movement within an animal's territory). While small travel pathways usually facilitate movement for daily home range activities, such as foraging or escape from predators, they also provide connection between outlying populations and the main populations, permitting an increase in gene flow among populations. These habitat linkages can extend for miles and occur on a large scale throughout the greater region. Habitat linkages facilitate movement between populations located in discrete locales and populations located within larger habitat areas.

The project site is located within an area between developed areas and wildland areas generally known as "urban/wildland interface". The northwestern portion of the parcel contains relatively undisturbed oak woodland and chaparral plant communities contiguous to wild areas north of the site. As shown on Figure 7-1, Habitat Map, the project impact boundary is limited to areas close to the existing developed area and does not extend far into the oak woodland north of the developed area. Movement within the habitats in and around the buildings is likely restricted to that of common wildlife species and this portion of the project site does not function as a regional wildlife movement corridor or habitat linkage.

7.2 REGULATORY SETTING

This section briefly describes federal, state, and local regulations, permits, and policies pertaining to biological resources and wetlands as they apply to the project.

Federal Plans and Regulations

Endangered Species Act

The federal Endangered Species Act of 1973 (known hereafter as the "Act") protects species that the USFWS has listed as "Endangered" or "Threatened." Permits may be required from USFWS if activities associated with a proposed project would result in the "take" of a federally listed species or its habitat. Under the Act, the definition of "take" is to "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." USFWS has also interpreted the definition of "harm" to include significant habitat modification that could result in "take." "Take" of a listed species is prohibited unless (1) a Section 10(a) permit has been issued by the USFWS or (2) an Incidental Take Statement has been obtained through formal consultation between a federal agency and the USFWS pursuant to Section 7 of the Act.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act of 1918 prohibits killing, possessing, or trading in migratory birds, and protects the nesting activities of native birds including common species, except in accordance with certain regulations prescribed by the Secretary of the Interior. Over 1,000 native nesting bird species are currently protected under the federal law. This Act encompasses whole birds, parts of birds, bird nests, and eggs.

The USFWS published a proposed rule to clarify prohibitions governing the "take" of birds under the Migratory Bird Treaty Act on February 3, 2020. This proposed rule clarifies that the scope of the Migratory Bird Treaty Act applies only to intentional injuring or killing of birds. Conduct that results in the unintentional (incidental) injury or death of migratory birds is not prohibited under the Act. On January 7, 2021, the final regulation defining the scope of the Migratory Bird Treaty Act was published in the Federal Register. The rule goes into effect on February 8, 2021.

With the change of administrations, the future of the new rule is uncertain. The effective date of the rule will likely be extended, along with other rules that have not yet taken effect as the Biden Administration begins in January 2021. With the status of the revised rule unknown, the previous interpretation of the law, which prohibits intentional and unintentional take of migratory birds, remains in effect.

Clean Water Act

Section 404 of the Clean Water Act of 1972 regulates the discharge of dredge and fill material into “Waters of the U.S.”. “Waters of the U.S.” are waters such as oceans, rivers, streams, lakes, ponds, and wetlands subject to U.S. Army Corps of Engineers (USACE) Regulatory Program jurisdiction under Section 404 of the Clean Water Act. Certain artificial drainage channels, ditches and wetlands are also considered jurisdictional “Waters of the U.S.” On June 22, 2020, the Environmental Protection Agency and the Department of the Army’s Navigable Waters Protection Rule: Definition of “Waters of the United States” (NWPR) became effective in 49 states and in all US territories. The San Francisco USACE District uses the NWPR definitions of “Waters of the U.S.” when making permit decisions and providing landowners written determinations of the limits of federal jurisdiction on their property.

The USACE determines the extent of its jurisdiction as defined by ordinary high-water marks on channel banks, wetland boundaries, and/or connectivity to a navigable water. Wetlands are habitats with soils that are intermittently or permanently saturated or inundated. The resulting anaerobic conditions naturally select for plant species known as hydrophytes that show a high degree of fidelity to such soils. Wetlands are identified by the presence of hydrophytic vegetation, hydric soils (soils intermittently or permanently saturated by water), and wetland hydrology according to methodologies outlined in the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2008 *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*.

Activities that involve the discharge of fill into jurisdictional wetlands or waters are subject to the permit requirements of the USACE. Discharge permits are typically issued on the condition that the project proponent agrees to provide compensatory mitigation which results in no net loss of area, function, or value, either through wetland creation, restoration, or the purchase of credits through an approved mitigation bank. In addition to individual discharge permits, the USACE also issues nationwide permits applicable for certain activities.

State Plans and Regulations

California Endangered Species Act

Pursuant to the California Endangered Species Act and Section 2081 of the California Fish and Game Code, an Incidental Take Permit from the CDFW is required for projects that could result in the "take" of a state-listed Threatened or Endangered species. "Take" is defined under these laws as an activity that would directly or indirectly kill an individual of a species. If a project would result in the "take" of a state-listed species, then a CDFW Incidental Take Permit, including the preparation of a conservation plan, would be required.

Nesting Birds and Birds of Prey

Sections 3505, 3503.5, and 3800 of the California Fish and Game Code prohibit the take, possession, or destruction of birds, including their nests or eggs. Birds of prey (the orders Falconiformes and Strigiformes) are specifically protected in California under provisions of the California Fish and Game Code, Section 3503.5. This section of the Code establishes that it is unlawful to take, possess, or destroy any birds of prey or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this Code. Disturbance that causes nest abandonment and/or loss of reproductive effort, such as construction during the breeding season, is considered take by the CDFW.

Streambed Alterations

The CDFW has jurisdiction over the bed and bank of natural drainages according to provisions of Sections 1601 through 1603 of the California Fish and Game Code. Diversions, obstructions, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California that support wildlife resources and/or riparian vegetation are subject to CDFW regulations. Activities that would disturb these drainages are regulated by the CDFW; authorization is required in the form of a Streambed Alteration Agreement. Such an agreement typically stipulates measures that will protect the habitat values of the drainage in question.

California Porter-Cologne Water Quality Control Act

Under the California Porter-Cologne Water Quality Control Act, the applicable Regional Water Quality Control Board (regional board) may necessitate Waste Discharge Requirements for the fill or alteration of "Waters of the State," which according to California Water Code Section 13050 includes "any surface water or groundwater, including saline waters, within the boundaries of the state." The regional board may, therefore, necessitate Waste Discharge Requirements even if the affected waters are not under USACE jurisdiction.

Also, under Section 401 of the Clean Water Act, any activity requiring a USACE Section 404 permit must also obtain a state Water Quality Certification (or waiver thereof) to ensure that the proposed activity will meet state water quality standards. The applicable state regional board is responsible for administering the water quality certification program and enforcing National Pollutant Discharge Elimination System permits.

Local Plans and Regulations

Town of Los Gatos 2020 General Plan

Los Gatos has been recognized for excellence in urban forestry management and is proud of its status as a "Tree City USA." As stated in the General Plan, "Trees and other plant life can prevent soil erosion, landslides, and flooding while ensuring a scenic buffer from the effects of development and providing wildlife habitats. Wildlife populations must be preserved as having intrinsic value that contributes to the quality of Town life, while keeping in mind the safety and well-being of Town residents."

The 2020 General Plan Environment and Sustainability (ENV) element contains the following goal and policies associated with biological resources that are applicable to the proposed project:

Goal ENV-1: To preserve and protect native plants and plant communities in the Town, and promote the appropriate use of local, native plants in habitat restoration and landscaping.

> **Policy ENV-1.1:** Preserve trees that are protected under the Town's Tree Protection Ordinance, as well as other native heritage, heritage and specimen trees.
>
> **Policy ENV-1.2:** Public and private projects shall protect special-status native plant species.
>
> **Policy ENV-1.3:** Prohibit development that significantly depletes, damages or alters existing special-status plants.
>
> **Policy ENV-1.4:** Prohibit bicycles in native plant habitats unless on designated trails.

Policy ENV-1.5: Prohibit the use of invasive plant species listed by the California Invasive Plant Council (Cal-IPC) for all new construction.

Policy ENV-1.6: Use native plants that are indigenous to the Los Gatos area on Town-owned and controlled property.

Policy ENV-1.7: Require new development to use native plants or other appropriate non-invasive plants to reduce maintenance and irrigation costs and the disturbance of adjacent natural habitat.

Town of Los Gatos Municipal Code

The *Town of Los Gatos Municipal Code* Section 29.10.0960 Scope of Protected Trees defines the following as protected trees:

1. All trees which have a twelve-inch or greater diameter (thirty-seven and one-half-inch circumference) of any trunk or in the case of multi-trunk trees, a total of eighteen inches or greater diameter (fifty-six and one-half-inch circumference) of the sum of all trunks, where such trees are located on developed residential property.
2. All trees which have an eight-inch or greater diameter (twenty-five-inch circumference) of any trunk or in the case of multi-trunk trees, a total of eight inches or greater diameter (twenty-five-inch circumference) of the sum of all trunks, where such trees are located on developed Hillside residential property.
3. All trees of the following species which have an eight-inch or greater diameter (twenty-five-inch circumference) located on developed residential property: Blue Oak (*Quercus douglasii*); Black Oak (*Quercus kellogii*); California Buckeye (*Aesculus californica*); Pacific Madrone (*Arbutus menziesii*).
4. All trees which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk, when removal relates to any review for which zoning approval or subdivision approval is required.
5. Any tree that existed at the time of a zoning approval or subdivision approval and was a specific subject of such approval or otherwise covered by subsection (6) of this section (e.g., landscape or site plans).
6. Any tree that was required by the Town to be planted or retained by the terms and conditions of a development application, building permit or subdivision approval in all zoning districts, tree removal permit or code enforcement action.
7. All trees, which have a four-inch or greater diameter (twelve and one half-inch circumference) of any trunk and are located on property other than developed residential property.

8. All publicly owned trees growing on Town lands, public places or in a public right-of-way easement, which have a four-inch or greater diameter (twelve and one-half-inch circumference) of any trunk.
9. A protected tree shall also include a stand of trees, the nature of which makes each dependent upon the other for the survival of the stand.
10. The following trees shall also be considered protected trees and shall be subject to the pruning permit requirements set forth in section 29.10.0982 and the public noticing procedures set forth in section 20.10.0994: Heritage trees; Large protected trees.

Fire Hazards Hazardous Brush Abatement Program

The Santa Clara County Fire Department provides fire protection services to the Town of Los Gatos and manages and implements a hazardous brush abatement program for hillside areas within its jurisdictional boundaries. In January of each year, homeowners are reminded that they must remove native brush and vegetation from around their home to create defensible space at least 100 feet from building edges. The brush abatement program entails inspections of hillside properties by fire crews beginning early April each year. If properties are found out of compliance with the regulations found in the California Fire Code relative to vegetation clearance, they are given notice of the violation. If compliance is still not achieved by approximately the end of June each year, a contractor is authorized to perform the necessary work. The costs associated with the abatement work are then placed on the property tax bill for that parcel (Santa Clara County Fire Department 2018).

7.3 THRESHOLDS OR STANDARDS OF SIGNIFICANCE

The CEQA Guidelines indicate that a project may have a significant effect on the environment if it would have any of the effects listed below.

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service;
- Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means;

- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites;
- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan.

No habitat conservation plans apply to the project area. No further discussion of this topic is required. The applicable issues for the proposed project are evaluated in the impact analysis below.

7.4 Analysis, Impacts, and Mitigation Measures

This evaluation is based a review of existing scientific literature, aerial photographs, technical background information; relevant documents addressing biological resources at the project site; surveys conducted by EMC Planning Group; arborist reports, and policies applicable to projects located in the Town of Los Gatos. See the beginning of this EIR section for a list of relevant documents used in this analysis.

Effects on Special-Status Plant and Wildlife Species

IMPACT 7-1	Potential Effect on Special-Status Plant Species: Arcuate Bush-Mallow, Loma Prieta Hoita, and Woodland Woollythreads	No Impact

The project site contains marginally suitable habitat for three special-status plant species: arcuate bush-mallow, Loma Prieta hoita, and woodland woollythreads.

Arcuate bush-mallow (*Malacothamnus arcuatus*) is listed by the CNPS as 1B.2 (fairly endangered in California) and is found in chaparral plant communities with gravelly alluvium substrates. This species blooms from April to September. The nearest recorded observation of this species is approximately 0.5 miles northeast of the project site (Occurrence No. 38, CNDDB 2020). Arcuate-bush mallow could potentially be found growing within chaparral along the northern parcel boundary (Figure 7-1, Habitat Map). This area is outside of the project impact boundary and will not be disturbed as a result of the proposed project. No mitigation is necessary.

Loma Prieta hoita (*Hoita strobilina*) is listed by the CNPS as 1B.1 (seriously endangered in California) and is found on serpentine substrate in chaparral and oak woodland. This species blooms from April to September. The nearest recorded observation of this species is

approximately 0.6 miles southwest of the project site (Occurrence No. 19, CNDDB 2020). Loma Prieta hoita could potentially be found growing in oak woodland within the upslope (western) portion of the project site or within mixed oak woodland closer to the existing developed area (Figure 7-1, Habitat Map).

Woodland woollythreads (*Monolopia gracilens*) is listed by the CNPS as 1B.2 (fairly endangered in California) and is found in open sites in chaparral and oak woodland. This species blooms from March to July. The nearest recorded observation of this species is approximately 1.5 miles southwest of the project site (Occurrence No. 30, CNDDB 2020). Woodland woollythreads could potentially be found growing in oak woodland within the upslope (western) portion of the project site or within mixed oak woodland closer to the existing developed area (Figure 7-1, Habitat Map).

Conclusion

No special-status plant species, including Loma Prieta hoita (*Hoita strobilina*) and woodland woollythreads (*Monolopia gracilens*), were observed during the focused plant survey on April 22, 2021 (EMC Planning Group 2021). Focused plant survey results are generally considered valid for about five years. The proposed project will have no impact on special-status plant species and no mitigation is required.

IMPACT 7-2	Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat)	Less than Significant with Mitigation

San Francisco dusky-footed woodrat is a California Species of Special Concern and is typically found within dense chaparral or oak woodland habitats with moderately dense understory growth and abundant dead wood available for midden construction. A midden is a small pile or "house" made of sticks, leaves, bones, seeds, etc. gathered by a rodent. The project site is within the known range of this species. The nearest observation of the species was recorded in 2016 approximately six miles north of the project site (Occurrence No. 17, CNDDB 2020). Possible midden locations were identified in the mixed woodland and oak/bay woodland areas where fallen tree branches, leaves, and sticks had accumulated to provide resources for midden construction.

Conclusion

If San Francisco dusky-footed woodrat is present within the 0.3 acres of oak/bay woodland or 5.2 acres of mixed woodland within the proposed project impact area, loss or disturbance of woodrats due to midden removal during construction and fire safety activities would be a significant adverse environmental impact. Implementation of the following mitigation measure would reduce the potential impact to a less-than-significant level.

Mitigation Measure

7-2 Prior to issuance of a grading permit, a qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprint and fire defensible space. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. All woodrat middens shall be flagged for avoidance of direct construction impacts and fire defensible space where feasible. If impacts cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented by a qualified biologist and submitted to the Town, prior to issuance of a demolition and grading permit.

Implementation of this mitigation measure would reduce the potential impact by requiring pre-construction surveys for San Francisco dusky-footed woodrat middens, and avoidance or dismantling of any middens within the development footprints. Therefore, this impact is less than significant with mitigation incorporated.

IMPACT 7-3	Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat)	Less than Significant with Mitigation

The proposed project includes the removal of 213 trees and requires demolition of structures. Cavities in mature, hollow trees and structures on the project site provide potential roosting habitat for two special-status bat species: the California Species of Special Concern pallid bat and candidate species for state listing as threatened Townsend's big-eared bat. Both species are known to occur in the project region. The nearest observation of the pallid bat was recorded in 2004 approximately 4.4 miles east of the project site (Occurrence No. 100, CNDDB 2020). The nearest observation of Townsend's big-eared bat was recorded in 2002 approximately 2.8 miles southwest of the project site (Occurrence No. 600, CNDDB 2020).

Conclusion

Potential habitat for pallid bat and Townsend's big-eared bat occurs in mature, hollow trees and around structures present within the project site. If special-status bats are present on the site, tree removal and other construction activities could result in the loss of individual

animals. This would be a significant adverse environmental impact. Implementation of the following mitigation measure would reduce the potential impact to a less-than-significant level.

Mitigation Measure

7-3 Within 14 days prior to tree removal or other construction activities such as a demolition, the project developer shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, within structures proposed for demolition, and in trees and structures within 50 feet of the development footprint. In the event that construction activities are suspended for 15 consecutive days or longer, these surveys shall be repeated. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within and 50 feet around the project site. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas.

If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and no further mitigation is required.

If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to issuance of tree removal and demolition permits and the following monitoring, exclusion, and habitat replacement measures shall be implemented:

a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the nursery season. Therefore, if a maternal roost is present, a 50-foot buffer

zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season.

b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.

c. Bat Mitigation and Monitoring Plan. If roosting habitat is identified, a Bat Mitigation and Monitoring plan will be prepared and implemented to mitigate for the loss of roosting habitat. The plan will include information pertaining to the species of bat and location of the roost, compensatory mitigation for permanent impacts, including specific mitigation ratios and a location of the proposed mitigation area, and monitoring to assess bat use of mitigation areas. The plan will be submitted to CDFW for review and approval prior to the bat eviction activities or the removal of roosting habitat.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of grading and demolition permits.

Implementation of this mitigation measure would reduce the potential significant impact to special-status bats to a less-than-significant level by requiring pre-construction surveys and incorporation of appropriate avoidance and minimization measures should evidence of roosting bats be found on the project site. Therefore, this impact is less than significant with mitigation incorporated.

IMPACT 7-4	Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds)	Less than Significant with Mitigation

Various bird species may nest throughout the project site, including in buildings, on open ground, or in any type of vegetation. Several avian species were observed at the project site during the reconnaissance field survey, including red-shouldered hawk, dark-eyed junco, California scrub jay, Steller's jay, acorn woodpecker, chestnut-backed chickadee, white-breasted nuthatch, and mourning dove. No nesting activity was observed during the surveys. However, many bird species are migratory and fall under the jurisdiction of the Migratory Bird Treaty Act, protections for birds of prey, and/or are considered Fully Protected Species.

Protected nesting birds, including raptor species such as Cooper's hawk (*Accipiter cooperii*), have potential to nest on and adjacent to the project site during the nesting bird season (January 15 through September 15).

Conclusion

If nesting birds protected by state and federal regulations are present on or adjacent to the site during construction activities including vegetation removal and site preparation including building demolition, the proposed project may directly result in loss of active nests, or indirectly result in nest abandonment and thereby cause loss of fertile eggs or nestlings. This would be a significant adverse environmental impact. Implementation of the following mitigation measure would reduce the potential impact to a less-than-significant level.

Mitigation Measure

7-4 Prior to issuance of tree removal, demolition, and grading permits, to avoid impacts to nesting birds during the nesting season (January 15 through September 15), construction activities within or adjacent to the project site boundary that include any tree or vegetation removal, demolition, or ground disturbance (such as grading or grubbing) shall be conducted between September 16 and January 14, which is outside of the bird nesting season. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities.

If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if construction activities are suspended for at least 14 days and recommence during the nesting season, a qualified biologist shall conduct nesting bird surveys.

a. Two surveys for active bird nests shall occur within 14 days prior to start of construction, with the final survey conducted within 48 hours prior to construction. Appropriate minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities.

b. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

Developers shall be responsible for implementation of this mitigation measure with oversight by the Town of Los Gatos. Compliance with this measure shall be documented and submitted to the Town, prior to issuance of tree removal, demolition, and grading permits.

Implementation of this mitigation measure would reduce potential significant impacts to nesting birds and raptors to less than significant by requiring a preconstruction survey prior to construction in and adjacent to the project site boundary. If nesting activity is observed, measures to protect the nest(s) shall be implemented. Therefore, this impact is less than significant with mitigation.

Protected Wetlands or Waters of the U.S.

IMPACT 7-5	Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage)	Less than Significant with Mitigation

A potentially jurisdictional aquatic feature was identified within the project site boundary (Figure 7-1, Habitat Map). An approximately 230-foot-long ephemeral drainage was identified within the oak woodland northwest of the developed area. Runoff from upslope likely collects within the drainage as a result of natural elevation changes directing flow south towards Los Gatos Creek. Water collecting within the drainage likely flows to existing storm drain lines that currently direct and store water within the development footprint, conveying storm water to the Wood Road storm water system.

Wetlands are identified by the presence of hydrophytic vegetation, hydric soils (soils intermittently or permanently saturated by water), and wetland hydrology. Waterways or drainage channels are defined by their ordinary high-water marks on channel banks and their connection to other waterways or aquatic features. Although no wetland vegetation was identified associated with the drainage, the drainage feature could connect to Los Gatos Creek.

Conclusion

The Town of Los Gatos General Plan 2020 requires for all development to "protect wetlands and riparian corridors, including intermittent and ephemeral streams." The on-site drainage feature may also fall under the jurisdiction of the USACE, RWQCB, and/or CDFW. Impacts to jurisdictional wetland and waterway features are considered significant adverse environmental impacts. The following mitigation measures would assure that this potentially significant impact is reduced to less than significant.

Mitigation Measures

7-5a To avoid impacts to a the potentially jurisdictional drainage feature, a minimum 10-foot setback from the drainage shall be maintained during tree removal, demolition, and construction activities. The drainage and setback area shall be shown on all demolition and construction plans.

7-5b If disturbance will occur within ten feet of the drainage, prior to issuance of a grading permit within the project boundary, the applicant shall retain a qualified biologist to determine the extent of potential wetlands and waterways regulated by the USACE, RWQCB, and CDFW. If the USACE claims jurisdiction, the applicant shall retain a qualified biologist to obtain a Clean Water Act Section 404 Nationwide Permit. If the impacts to the drainage features do not qualify for a Nationwide Permit, the applicant shall proceed with the qualified biologist in obtaining an Individual Permit from the USACE. The applicant shall then retain a

qualified biologist to coordinate with the RWQCB to obtain a Clean Water Act Section 401 Water Quality Certification. If necessary, the applicant shall also retain a qualified biologist to coordinate with the CDFW to obtain a Streambed Alteration Agreement.

To compensate for temporary and/or permanent impacts to Waters of the U.S. that would be impacted as a result of the proposed project, mitigation shall be provided as required by the regulatory permits. Mitigation would be provided through one of the following mechanisms:

a. A Wetland Mitigation and Monitoring Plan shall be developed that will outline mitigation and monitoring obligations for temporary impacts to wetlands and other waters as a result of construction activities. The Wetland Mitigation and Monitoring Plan would include thresholds of success, monitoring and reporting requirements, and site-specific plans to compensate for wetland losses resulting from the project. The Wetland Mitigation and Monitoring Plan shall be submitted to the appropriate regulatory agencies for review and approval during the permit application process.

b. To compensate for permanent impacts, the purchase and/or dedication of land to provide suitable wetland restoration or creation shall ensure a no net loss of wetland values or functions. If restoration is available and feasible, a minimum 1:1 mitigation to impact ratio would apply to projects for which mitigation is provided in advance.

Implementation of these mitigation measure shall ensure that impacts to potentially jurisdictional wetlands and waterways are mitigated by avoiding the feature through establishment of a setback or requiring a wetland assessment/jurisdictional determination and associated permitting if avoidance is not possible. With implementation of these mitigation measures, construction of the proposed project would not have a substantial adverse effect on federally or state-protected wetlands through direct removal, filling, hydrological interruption, or other means. Therefore, this impact is less than significant with mitigation.

Protection of Regulated Trees

IMPACT 7-6	Damage or Removal of Regulated Trees	Less than Significant with Mitigation

The *Town of Los Gatos Municipal Code* Section 29.10.0960 Scope of Protected Trees includes a definition of protected trees (see details in the Regulatory Section above), and outlines the requirements if protected trees may be damaged or removed by a project (Town of Los Gatos 2020).

A tree inventory and assessment were conducted in 2018 by HortScience|Bartlett Consulting for the proposed project and included all trees with trunk diameters greater than four inches (those trees protected by the Ordinance). A total of 375 trees representing 57 species were evaluated. A peer review of the 2018 arborist report was performed in 2020 by Monarch Consulting Arborists.

In 2019, selected trees were removed in response to a Wildland Urban Interface fire management review. Hort Science | Bartlett Consulting prepared an *Arborist Report Update* to incorporate data on trees removed and also responds to the peer review conducted by Monarch Consulting (2020). Forty-four (44) trees were removed and three hundred thirty-one (331) trees remain. A *Response to Los Gatos Meadows Arborist Peer Review Letter dated July 6, 2020* was also submitted to address how comments and recommendations from the peer review and revised Arborist Report were incorporated into the landscape and tree planting plans (Gates and Associates 2020).

Conclusion

The *Arborist Report Update* re-evaluated the potential impacts to trees as a result of the project as shown on the Planning Submittal Set (10/8/2020) and the Preliminary Drainage Plan (6/30/2020). The disposition of each tree is shown in the exhibit attached to the *Arborist Report Update*, and summarized in Table 7-3, Trees Planned for Removal and Preservation, below.

Table 7-3 Trees Planned for Removal and Preservation

	Protected	Large Protected	Total
Trees Planned for Removal	205	8	213
Trees Planned for Preservation	109	9	118

Source: HortScience | Bartlett Consulting 2020

The proposed project could remove up to 213 regulated trees. This would be a significant potential adverse environmental impact. Implementation of the following mitigation measure would reduce the potential impact to a less-than significant level.

Mitigation Measure

7-6 Prior to issuance of a tree removal permit and/or a grading permit, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2018 project arborist report and 2020 arborist report update (HortScience Bartlett Consulting). Also, in accordance with the Town's Tree

Protection Ordinance, the developer shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.

Implementation of this mitigation measure would reduce potential impacts to regulated trees by requiring Town approval prior to removal of regulated trees, installation of adequate replacement trees, and protection of all retained trees during construction. Therefore, this impact is less than significant with mitigation incorporated.

Wildlife Movement

IMPACT 7-7	Interference with Movement of Wildlife Species or with Established Wildlife Corridors	Less than Significant

Wildlife movement includes migration (i.e., usually movement one way per season), inter-population movement (i.e., long-term dispersal and genetic flow), and small travel pathways (i.e., daily movement within an animal's territory).

Conclusion

The Town of Los Gatos General Plan 2020 states that "Town staff shall review site plans to ensure that existing significant wildlife habitats and migration corridors are not adversely affected by either individual or cumulative development impacts (Policy ENV-4.11)."

The proposed project would impede to a limited degree the local movement of common wildlife species due to habitat loss. However, the impact to animals that may occasionally traverse these areas would be less than significant given the amount of similar habitat in the vicinity and region. Therefore, no mitigation measures are necessary.

Sensitive Natural Communities

IMPACT 7-8	Effect on Sensitive Natural Communities	Less than Significant with Mitigation

Sensitive natural communities are those that are listed in the CNDDB due to the rarity of the community in the state or throughout its entire range (globally). Ranking of plant communities occurs according to their degree of imperilment, as measured by rarity, trends, and threats. Sensitive natural communities that may occur in the Central California region include, but are not limited to, the following: wetland and marsh, riparian forest, sycamore alluvial woodland, oak woodland, maritime chaparral, manzanita chaparral, dune scrub, and vernal pools.

The proposed project would disturb approximately 0.3 acres of oak/bay woodland and 5.2 acres of mixed woodland within the proposed project impact area. Oak/bay and mixed oak woodlands are considered a CDFW-designated sensitive natural community. Given that replacement plantings would be required for removal of each Town-regulated tree, including native oaks, this is a less than significant environmental impact. No additional mitigation measures are required.

Conclusion

Sensitive natural communities potentially present on the site are limited to highly impacted drainage channels and oak woodland. Prior mitigation measures require the developer to determine the extent of potentially regulated drainage channels and regulated trees prior to initiation of ground disturbance or construction activities. To compensate for temporary and/or permanent impacts, mitigation shall be provided as required by regulatory permits. No additional mitigation measures are necessary.

General Plan policies ENV-1.5 and ENV-1.7 prohibit the use of invasive species listed by the California Invasive Plant Council (Cal-IPC) for all new construction and requires new development to use native plants or other appropriate non-invasive plants to reduce maintenance and irrigation costs and the disturbance of adjacent natural habitat. The spread of invasive species is considered a significant potential impact. The following mitigation measure would assure that this potentially significant impact is reduced to less than significant.

Mitigation Measure

7-8 On-site landscaping shall be limited to drought-tolerant species, fire-resistant species, and species capable of increasing soil stability; with preference to plant species endemic to Santa Clara County. Species from the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory (Cal-IPC 2020) shall be removed if present and not included in any new landscaping.

The plant palette used for on-site landscaping shall be reviewed and approved by the Town of Los Gatos to confirm no invasive species shall be planted. Evidence of compliance shall be submitted to the Town of Los Gatos prior to occupancy of the residential buildings.

Implementation of this mitigation measure would reduce potential impacts to sensitive plant communities by requiring Town approval of the plant palette prior to landscaping. Therefore, this impact is less than significant with mitigation incorporated.

8.0 Cultural, Paleontological, and Tribal Resources

Information in this section is derived from a variety of sources including:

- California Historical Resources Information System, Northwest Information Center, Sonoma State University, September 9, 2020, File No. 20-0383;
- EMC Planning Group archaeological survey of the project site (August 27, 2020);
- *Town of Los Gatos 2020 General Plan Final EIR* (June 2010); and
- Correspondence with the Native American Heritage Commission, August 31, 2020.

The Native American Heritage Commission responded with a list of tribes that are traditionally and culturally affiliated with the geographic area of the project site and recommended consultation with the tribes. Consultation was conducted and the results are presented herein. In addition, a response to the notice of preparation was received from the Native American Heritage Commission (dated February 1, 2021). The notice of preparation and responses are included as Appendix A. The response is a standard letter about AB 52 and SB 18 consultation.

8.1 Environmental Setting

General Plan EIR

The environmental setting for cultural resources within Los Gatos is summarized in Chapter 5 of the General Plan EIR, which addresses cultural and historic resources. According to the General Plan EIR, the proposed project site is not located within the major archaeological resource areas.

Tribal Cultural Resources/Sacred Lands

On August 31, 2020, the Native American Heritage Commission responded to a request for knowledge of sacred lands and other cultural resources within the proposed project site. They responded with a list of tribes that are traditionally and culturally affiliated with the geographic area of the site. A request for additional information was sent to the tribes on the

list and only one response was received from Valentin Lopez, Chairperson of the Amah Mutsun Tribal Band, who stated the project site is outside the tribe's traditional tribal territory and therefore, they have no comment.

Northwest Information Center Search Results

EMC Planning Group conducted a records search through the California Historical Resources Information System (CHRIS). According to the results of the records search, there are no previously recorded archaeological resources within the project site and one resource (P-43-002455), a historic building, within a quarter mile radius. There was no history of archaeological reports prepared for the project site.

National Register of Historic Places Search Results

A search of the National Register of Historic Places database did not result in any listed properties within the project site or area.

8.2 REGULATORY SETTING

Federal Regulations-National Park Service

National Historic Preservation Act (1966)

This Act was passed into law in 1966. The purpose of the Act is to establish systems and standards for coordinating historic preservation efforts between the federal government and state, local, and tribal governments. This Act includes Title I, Historic Preservation Programs, Section 101, which states the Secretary may expand and maintain a National Register of Historic Places composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering, and culture. Additional information about this Act can be found under Title 54 U.S.C. Chapter 3021-National Register of Historic Places, 54 U.S.C. 302101 (National Conference of State Historic Preservation Officers 2021).

Native American Graves Protection and Repatriation Act

This Act was passed into law on November 16, 1990 and has been amended twice. This Act describes the rights of Native American lineal descendants, Indian tribes, and Native Hawaiian organizations with respect to the treatment, repatriation, and disposition of Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony, referred to collectively in the statute as cultural items, with which they can show a relationship of lineal descent or cultural affiliation. Additional information about this Act can be found under Public Law 101-601; 54 U.S.C. (National Park Service 2021).

State Laws, Regulations, and Statutes

California Environmental Quality Act (CEQA) Archaeological Resources (California Public Resources Code § 21083.2)

It is the responsibility of the lead agency to determine whether a project may have a significant effect on archaeological resources. If the lead agency determines that a project may have a significant effect on historic resources or unique archaeological resources, the EIR shall address the issue of those resources. If it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state.

Assembly Bill 52

The legislation requires consultation regarding projects that may affect a tribal cultural resource, includes a broad definition of what may be considered to be a tribal cultural resource, and includes a list of recommended mitigation measures. AB 52 adds tribal cultural resources to the categories of cultural resources in CEQA, which had formerly been limited to historic, unique archaeological, and paleontological resources. AB 52 requires lead agencies to provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if they have requested notice of projects proposed within that area.

To participate in AB 52, a tribe requests, in writing, that they wish the lead agency to notify them through a formal notification of proposed projects within the tribe's geographic area where they are traditionally and culturally affiliated. The lead agency has 14 days after determining that an application for a project is complete, or a decision by a public agency to undertake a project, to provide formal notification to the designated contact or tribal representative of traditionally and culturally affiliated California Native American tribes that have requested notice.

The Town of Los Gatos has not received any written requests for consultation from tribes traditionally or culturally affiliated with the project area. Therefore, tribal cultural resources consultation is not required and no further discussion of tribal cultural resources is required.

State Historical Resources Commission (California Public Resources Code § 5020)

Under California Public Resources Code section 5020.5, the State Historical Resources Commission shall develop criteria and methods for determining the significance of archaeological sites, for selecting the most important archaeological sites, and for determining whether the most significant archaeological sites should be preserved intact or excavated and interpreted. The commission shall also develop guidelines for the reasonable and feasible collection, storage, and display of archaeological specimens. The commission oversees the California Register (California Office of Historic Preservation 2021).

State Historic Preservation Officer (SHPO) (California Public Resources Code § 5020.6)

In consultation with the State Historical Resource Commission, the SHPO acts as the executive secretary of the commission and shall be the chief administrative officer of the Office of Historic Preservation (California Office of Historic Preservation 2019).

California Register of Historical Resources (California Public Resources Code § 5024.1)

The California Register is an authoritative guide in California to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change (California Office of Historic Preservation 2021).

Native American Heritage Commission (California Public Resources Code § 5097.9)

The commission shall identify and catalog places of special religious or social significance to Native Americans, and known graves and cemeteries of Native Americans on private lands. The commission shall notify landowners on whose property such graves and cemeteries are determined to exist, and shall identify the Native American group most likely descended from those Native Americans who may be interred on the property. The commission shall make recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans for acquisition by the state or other public agencies for the purpose of facilitating or assuring access thereto by Native Americans (California Office of Historic Preservation 2021).

Human Remains (California Health and Safety Code § 7050.5)

Every person who knowingly mutilates or disinters, wantonly disturbs, or willfully removes any human remains in or from any location other than a dedicated cemetery without authority of law is guilty of a misdemeanor. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstance, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his/her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall

make his/her determination within two workings days from the time the person responsible for the excavation, or his/her authorized representative, notifies the coroner of the discovery or recognition of the human remains. If the coroner determines that the remains are not subject to his/her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he/she shall contact, by telephone within 24 hours, the Native American Heritage Commission (California Office of Historic Preservation 2021).

8.3 THRESHOLDS OF SIGNIFICANCE

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of cultural resources and tribal cultural resources, as it does on a whole series of additional environmental topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of cultural and tribal cultural resources impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries presented in Appendix G and to use that language in fashioning thresholds. The Town of Los Gatos has done so here. Therefore, for purposes of this EIR, a significant impact would occur if implementation of the proposed project would:

Historic and Unique Archaeological Resources

- Cause a substantial adverse change in the significance of a historical resource;
- Cause a substantial adverse change in significance of a (unique) archaeological resource; or
- Disturb any (Native American) human remains, including those interred outside of dedicated cemeteries.

Paleontology

- Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Tribal Cultural Resources

- Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k); or
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Issues not Discussed Further in this Section

- Directly or indirectly destroy a unique geologic feature.

The proposed project site is developed with steep slopes surrounding the property. Due to the disturbed nature of the property, unique geologic features are not addressed in this EIR.

8.4 Analysis, Impacts and Mitigation Measures

Historic Resources and Unique Archaeological Resources

IMPACT 8-1	**Potential Adverse Change to Historic Resources and/or Unique Archaeological Resources During Construction**	**Less than Significant**

According to the General Plan EIR, the proposed project site is not situated within identified major archaeological resources, however, should there be unanticipated impacts on historic resources and unique archaeological resources from development of the project site, the impacts would be less that significant with implementation of General Plan policies and mitigation measures in the General Plan EIR. The subject policies and mitigations are identified in Chapter 5 of the General Plan EIR.

The cultural resources survey identified one ground stone isolate, a handstone (planning tool), on the surface among sparse landscaping on the southwest part of the site. Careful searching around the isolate did not locate additional artifacts. The isolate was not in situ and therefore cannot be considered a significant or unique cultural resource. However, there is always a possibility that additional subsurface or nearby resources could be found during soil-disturbing activities.

While it is possible that unknown historic and unique archaeological resources could be uncovered during site preparation and/or other site disturbance activities, implementation of the following Los Gatos standard conditions of approval would ensure that this potential impact, if it were to occur, would be less than significant. No mitigation is necessary.

Standard Conditions of Approval

In the event that archaeological traces are encountered, all construction within a 50-meter radius of the find will be halted, the Community Development Director will be notified, and an archaeologist will be retained to examine the find and make appropriate recommendations.

If human remains are discovered, the Santa Clara County Coroner will be notified. The Coroner will determine whether or not the remains are Native American. If the Coroner determines the remains are not subject to his authority, he will notify the Native American Heritage Commission, who shall attempt to identify descendants of the deceased Native Americans.

If the Community Development Director finds that the archaeological find is not a significant resource, work will resume only after the submittal of a preliminary archaeological report and after provisions for reburial and ongoing monitoring are accepted. Provisions for identifying descendants of a deceased Native American and for reburial will follow the protocol set forth in CEQA Guidelines Section 15064.5(e). If the site is found to be a significant archaeological site, a mitigation program will be prepared and submitted to the Community Development Director for consideration and approval, in conformance with the protocol set forth in Public Resources Code Section 21083.2.

A final report shall be prepared when a find is determined to be a significant archaeological site, and/or when Native American remains are found on the site. The final report will include background information on the completed work, a description and list of identified resources, the disposition and curation of these resources, any testing, other recovered information, and conclusions.

Paleontological Resources

IMPACT 8-2	Potential Destruction of a Unique Paleontological Resource or Site During Construction	Less than Significant

The geologic units exposed at ground surface in the Town of Los Gatos and vicinity include Mesozoic rocks of the Franciscan Assemblage, the Miocene Temblor Sandstone, the Miocene Monterey Formation, the Pliocene-Pleistocene Santa Clara Formation, and Quaternary Alluvium. The Temblor Sandstone, Monterey Formation, and Santa Clara Formation have previously yielded numerous vertebrate fossils in Santa Clara County and throughout California.

The Society of Vertebrate Paleontology has developed a system for assessing paleontological sensitivity and describes sedimentary rock units as having high, low, undetermined, or no potential for containing scientifically significant nonrenewable paleontological resources. This criterion is based on rock units within which vertebrate or significant invertebrate fossils have been determined by previous studies to be present or likely to be present. Based these guidelines, the Miocene to Pleistocene sedimentary deposits in the Town of Los Gatos (i.e., the Temblor Sandstone, Monterey Formation, and Santa Clara Formation) have a high potential to yield paleontological resources (Town of Los Gatos 2019).

Conclusion

While it is possible that unknown unique paleontological resources could be uncovered during site preparation and/or other site disturbance activities, implementation of the following mitigation measure would ensure the impact is less than significant.

Mitigation Measure

8-2 The following measure shall be included in project plans, prior to issuance of a demolition permit:

If paleontological resources are uncovered during demolition, grading or other on-site excavation activities, construction shall stop until appropriate mitigation is implemented, to be approved by the Community Development Director.

Native American Human Remains

IMPACT 8-3	Potential Adverse Impact to Native American Human Remains During Construction	Less than Significant

The archival records search through CHRIS and the Native American Heritage Commission did not identify any known Native American burials or cemeteries within the proposed project site, and no human remains were discovered during the archaeological survey.

Conclusion

The project site is not known to contain Native American remains, but excavation during construction of project improvements could result in disturbance of unknown human remains, should they be buried on site. However, implementation of the standard conditions of approval presented earlier under Impact 8-1 would ensure that this potential impact, if it were to occur, would be less than significant.

9.0 Energy

This section of the EIR includes analysis of projected operational and construction energy demand for the proposed project and includes a determination about whether that demand could be considered wasteful or inefficient. Applicable uniform regulations for energy efficiency and conservation are also reviewed.

No comments regarding energy were received in response to the notice of preparation. The notice of preparation and comment letters are included in Appendix A.

9.1 Environmental Setting

Population growth is a key driver for increasing residential and commercial energy electricity and natural gas demand, and Los Gatos' population and energy demand will continue to grow. To minimize the need for additional electricity generation facilities, both the state and regional energy utilities have focused investments on many energy related sector initiatives. Energy purveyors have also focused on obtaining larger shares of retail power from renewable sources.

Pacific Gas and Electric, one of the five largest utilities in the state, is the primary purveyor of electricity and natural gas in Los Gatos. Pacific Gas and Electric operates a major network of electricity and natural gas transmission lines within its service area, including Los Gatos.

9.2 Regulatory Setting

Energy Use and Conservation

For decades, federal, state, and regional energy agencies and energy providers have been focused on reducing growth in fossil fuel-based energy demand, especially in the form of transportation fuel and electricity. Key related environmental goals have been to reduce air pollutants and greenhouse gases. Public and private investments in a range of transportation technology, energy efficiency and energy conservation programs and technologies to improve transportation fuel efficiency have been increasing, as has the focus on land use planning as a tool to reduce vehicle trips/lengths and transportation-related energy use.

Energy conservation is embodied in many federal, state, and local statutes and policies. At the federal level, energy standards apply to numerous products (e.g., the EnergyStar™ program) and to transportation (e.g., vehicle fuel efficiency standards). At the state level, Title 24 of the California Code of Regulations sets energy standards for buildings, rebates/tax credits are provided for installation of renewable energy systems, and the Flex Your Power program promotes conservation in multiple areas.

Representative state energy efficiency and conservation, and transportation energy demand guidance, regulations, and legislation are summarized below. Additional related regulations and legislation are found in Section 10.0, Greenhouse Gas Emissions.

State

California Energy Commission

The California Energy Commission is California's primary energy policy and energy planning agency. Created by the California Legislature in 1974, the California Energy Commission has five major responsibilities: 1) forecasting future energy needs and keeping historical energy data; 2) licensing thermal power plants 50 megawatts or larger; 3) promoting energy efficiency through appliance and building standards; 4) developing energy technologies and supporting renewable energy; and 5) planning for and directing state response to energy emergencies. Under the requirements of the California Public Resources Code, the California Energy Commission, in conjunction with the Department of Conservation's Division of Oil, Gas, and Geothermal Resources, is required to assess electricity and natural gas resources on an annual basis or as necessary. The Systems Assessment and Facilities Siting Division ensures that needed energy facilities are authorized in an expeditious, safe, and environmentally acceptable manner.

California 2008 Energy Action Plan Update

The state adopted the Energy Action Plan in 2003, followed by the Energy Action Plan II in 2005. The current plan, the California 2008 Energy Action Plan Update, is California's principal energy planning and policy document. The updated document examines the state's ongoing actions in the context of global climate change, describes a coordinated implementation plan for state energy policies, and identifies specific action areas to ensure that California's energy resources are adequate, affordable, technologically advanced, and environmentally sound. The Energy Action Plan Update establishes energy efficiency and demand response (i.e., reduction of customer energy usage during peak periods) as the first-priority actions to address increasing energy demands. Additional priorities include using renewable sources of power and distributed generation (e.g., using relatively small power plants near or at centers of high demand). To the extent that these actions are unable to satisfy increasing energy demand and transmission capacity needs, clean and efficient fossil-fired generation is supported. The Energy Action Plan Update examines policy changes in

the areas of energy efficiency, demand response, renewable energy, electricity reliability and infrastructure, electricity market structure, natural gas supply and infrastructure, research and development, and climate change (California Energy Commission 2008).

California Building Codes

California's Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations, Title 24, Part 6) were first established in 1978 to reduce energy consumption. The California Energy Code is updated every three years as the Building Energy Efficiency Standards (BEES) to allow consideration and possible incorporation of new energy efficiency technologies and construction methods. Adopted by the California Energy Commission in May 2018, the 2019 BEES went into effect on January 1, 2020. The 2019 BEES are structured to achieve the state's goal that all new low-rise residential buildings (single-family homes) be zero net energy. Multi-family homes and non-residential buildings built to the 2019 BEES will use about 30 percent less energy compared to the 2016 BEES (California Energy Commission 2018).

The Green Building Standards Code, also known as CALGreen, which requires all new buildings in the state to be more energy efficient and environmentally responsible, was most recently updated in July 2019. These comprehensive regulations are intended to achieve major reductions in interior and exterior building energy consumption.

Assembly Bill 2021 (Energy Efficiency Act of 2006)

This bill encourages all investor-owned and municipal utilities to aggressively invest in achievable, cost-effective, energy efficiency programs in their service territories.

Assembly Bill 1493 (Pavley I Rule)

AB 1493 was enacted on July 22, 2002. It requires the CARB to develop and adopt regulations that improve fuel efficiency of vehicles and light-duty trucks. Pavley I requirements apply to these vehicles in the model years 2009 to 2016.

Advanced Clean Cars

In January 2012, CARB adopted an Advanced Clean Cars program, which is aimed at increasing the number of plug-in hybrid cars and zero-emission vehicles in the vehicle fleet and on making fuels such as electricity and hydrogen readily available for these vehicle technologies.

Renewable Energy Legislation/Orders

The California Renewable Portfolio Standard Program, which requires electric utilities and other entities under the jurisdiction of the California Public Utilities Commission to meet 20 percent of their retail sales with renewable power by 2017, was established by SB 1078 in 2002. The renewable portfolio standard was accelerated to 20 percent by 2010 by SB 107 in 2006. The program was subsequently expanded by the renewable electricity standard

approved by CARB in September 2010, requiring all utilities to meet a 33 percent target by 2020. The Legislature then codified this mandate in 2011 with the enactment of SB X1-2. SB 350, adopted in September 2015, increases the standard to 50 percent by 2030. This same legislation includes statutes directing the California Energy Commission and Public Utilities Commission to regulate utilities producing electricity so that they will create electricity-generation capacity sufficient for the widespread electrification of California's vehicle fleet, as a means of reducing GHG emissions associated with the combustion of gasoline and other fossil fuels. The Legislature envisions a dramatic increase in the sales and use of electric cars, which will be recharged with electricity produced with increasingly cleaner power sources.

On September 10, 2018, former Governor Jerry Brown signed into law SB 100 and Executive Order B-55-18. SB 100 raises California's Renewable Portfolio Standard requirement to 50 percent renewable resources target by December 31, 2026, and to achieve a 60 percent target by December 31, 2030. Executive Order B-55-18 establishes a carbon neutrality goal for California by 2045, and sets a goal to maintain net negative emissions thereafter.

Senate Bill 743

SB 743, which became effective September 2013, initiated reforms to the CEQA Guidelines to establish new criteria for determining the significance of transportation impacts that "promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses." Specifically, SB 743 directed the Governor's Office of Planning and Research to update the CEQA Guidelines to replace automobile delay—as described solely by level of service or similar measures of vehicular capacity or traffic congestion—with vehicle miles traveled (VMT) as the recommended metric for determining the significance of transportation impacts.

Local

GreenPoint Rated Building Guidelines

In 2008, the Town of Los Gatos adopted the GreenPoint Rated Building Guidelines. These guidelines address design, construction, and operation of new homes and remodels. GreenPoint Rated is administered by Build It Green, a non-profit organization whose mission is to promote healthy, energy and resource efficient buildings in California. GreenPoint Rated includes measures that give builders and contractors multiple pathways to achieve above-code, high-performing homes at GreenPoint Rated certified, silver, gold, and platinum levels, with additional recognition for net zero energy.

Town of Los Sustainability Plan

The Town adopted its *Town of Los Gatos Sustainability Plan* in 2012. The Sustainability Plan addresses the major sources of GHG emissions in Los Gatos and sets forth a detailed and long-term strategy that the Town and community can implement to achieve the GHG

emissions reduction target set by the Town. The Sustainability Plan includes numerous GHG reduction measures that the Town is implementing over time to reduce GHG emissions, including measures that would directly or indirectly reduce electricity, natural gas and transportation fuel demand. Examples include green building, renewable energy, energy conservation, transportation and land use, and water and wastewater measures.

9.4 THRESHOLDS OF SIGNIFICANCE

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of energy resources, as it does on a whole series of additional environmental topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of energy resource impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries included in Appendix G and to use that language in fashioning thresholds. The Town has done so here. Therefore, for purposes of this EIR, a significant impact would occur if implementation of the proposed project would:

- Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation; or
- Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Issues or Potential Impacts not Discussed Further

Conflict with State or Local Plan for Renewable Energy or Energy Efficiency

A multitude of state regulations and legislative acts are aimed at improving energy efficiency and enhancing energy conservation. While most of the energy-related legislation is enforced at the state level, the California Building Standards Code is enforceable at the local level by the Town of Los Gatos through the development review process. That enforcement is the primary mechanism through which the applicant will be required to implement state-mandated energy efficiency/conservation measures that are within the control of the applicant and the city.

The City GreenPoint Rated building guidelines and Sustainability Plan function as relevant local plans for renewable energy and energy efficiency as both include related measures.

The proposed project includes several renewable energy and energy efficiency features. As described in Section 4.0, Project Description, the proposed project would include a centralized building heating and cooling system that would operate at efficiencies that exceed code requirements. In line with the Town's prioritization of passive and active solar energy measures, and in keeping with state energy code requirements, a minimum of 15 percent of the total roof areas would be provided as "solar ready" surface. Per CALGreen requirements, 10 percent of all parking spaces would be designed with capacity to install electric vehicle charging stations. Further, the overall project would be designed to meet the minimum requirements to certify the project through the GreenPoint Rated system. Given these features, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. No further discussion is required.

9.5 Analysis, Impacts, and Mitigation Measures

Energy Use

IMPACT 9-1	**Proposed Project Results in the Consumption of Energy Resources**	**Less than Significant**

Energy Consumption - Operations

This analysis of project impacts from energy use is qualitative. The proposed project transportation fuel, electrical energy, and natural gas demand characteristics are evaluated relative to the baseline condition. This approach is being taken because the baseline use and the proposed project are of the same use type and have similar resident/employee capacity. If the proposed project demand is similar to or lower than the existing demand, a qualitative conclusion can be made that the proposed project does not result in excessive energy consumption. Where proposed project demand is greater than baseline demand, further examination of how the project must comply with uniform regulations for energy demand reduction is provided.

Transportation Energy Demand

Section 10.0, Greenhouse Gas Emissions, includes a review of the vehicle miles traveled (VMT) by all vehicles traveling to and from the site under baseline project conditions and proposed project conditions. In basic terms, the number of vehicle miles traveled on a daily or annual basis is the product of the average vehicle trip volume and average trip length. VMT is an indicator of the magnitude of potential transportation fuel demand – as VMT increases, transportation fuel demand increases.

Since the baseline and the proposed project are the same use type, it is assumed that the average trip lengths for each would be similar. Thus, the difference between daily trip volumes for each condition becomes the primary variable for comparing their respective fuel demand characteristics. Table 3, Project Trip Generation, in the *Los Gatos Meadows Transportation Analysis* (Kimley-Horn 2020) included as an attachment to the initial study (see Appendix A), shows that the proposed project would result in a net increase of 10 daily vehicle trips relative to the baseline use. This is equivalent to the number of daily vehicle trips generated by a single-family home. Given this very minor change in VMT, the proposed project transportation fuel demand would similar to the baseline use.

Electricity Demand

The proposed project would replace the existing 205-unit senior community facility with a 191-unit senior community facility. While the proposed project has fewer units, its total building capacity is about 280,341 square feet greater than the existing facility (430,816 square feet proposed compared to 150,475 square feet existing). Electricity and natural gas demand commonly increase as building square footage increases. Consequently, the lower unit number is not inherently an indicator that electrical and/or natural gas energy demand from the proposed use would be lower than the existing use. Conversely, the existing use was constructed at a time when energy efficiency standards were much less stringent than under the current BESS, such that baseline electricity demand would be higher than an equivalent project constructed under the current standards.

Electricity demand for baseline and proposed project conditions were estimated using CalEEMod. The CalEEMod results for each run are contained in Appendix D, with electricity demand calculations shown in Section 5.3, Energy by Land Use – Electricity. Baseline electricity demand is estimated at about 880,680 kilowatt hours per year. Baseline demand was calculated based on Title 24 energy efficiency requirements in effect in 2005, the earliest year for which Title 24 regulations are provided as a model run option. Since the existing facility was constructed in the early 1970s, the 2005 Title 24 regulations do not reflect the much less stringent building energy efficiency regulations in place at that time. Therefore, the baseline conditions result likely underestimates actual baseline electricity demand.

With more square footage of building floor area plus a new parking garage, the proposed project demand is estimated at 1,405,158 kilowatt hours per year. Proposed project demand is greater than the baseline demand.

Natural Gas Demand

Natural gas demand for baseline versus proposed project conditions is also shown in the CalEEMod results in Appendix D, with natural gas demand calculations shown in Section 5.2, Energy by Land Use – Natural Gas. For baseline conditions, demand was estimated at 5,308,540,000 British Thermal Units per year, or 5,308 therms per year. Like

electricity demand, baseline demand was calculated based on Title 24 requirements in effect in 2005, which do not reflect the much lower building energy efficiency regulations in place when the existing facility was constructed. Therefore, the baseline natural gas demand is likely underestimated. The proposed project demand is estimated at 1,544,370,000 British Thermal Units, or 1,544 therms. Proposed project demand is notably lower than the baseline demand.

Energy Consumption - Construction

During construction, diesel and gasoline use in construction equipment, construction material transport vehicles, portable power generation systems, and worker vehicles would be the primary source of energy use. Construction energy demand would be higher for the proposed project than for typical development on vacant land because the existing facility must first be demolished.

The Environmental Protection Agency regulates diesel engine design and fuel composition at the federal level, and has adopted multiple tiers of emission standards that result in reduced fuel consumption. Generally, California policy and regulations are as or more comprehensive and stringent than federal actions. At the state-level, the California Air Resources Board enforces off-road diesel engine vehicle and equipment regulations. Representative legislation and standards for improving transportation fuel efficiency of off-road vehicles includes, but is not limited to the Truck and Bus Regulation, Regulation for In-Use Off-Road Diesel-Fueled Fleets, and Portable Equipment Registration Program. The California Air Resources Board also regulates on-road vehicles including passenger cars, light-duty trucks, and medium-duty vehicles that would be used by construction workers. Representative legislation and standards for improving transportation fuel efficiency of on-road vehicles includes, but is not limited to the Pavley standards and the Advanced Clean Cars program.

Conclusion

The proposed project would have similar operational transportation fuel demand and lower natural gas demand than the baseline use. Therefore, the proposed project would have no impact with regard to demand for these types of energy.

The proposed project would have greater electricity demand than the baseline use. However, the increased demand is not wasteful, inefficient or unnecessary. The proposed project is a common land use development type whose energy demand would not be excessive. The proposed use would provide a community resource, senior housing, on a site that has already been developed for the same use and is designated for such use by the Town. Thus, the proposed use is not considered to be unnecessary or excessive. Further, the proposed project includes several design features that would reduce energy demand, including

electricity demand, and its design must conform to a range of regulations designed to improve energy efficiency, including the BESS and CALGreen. The Town of Los Gatos enforces the BESS and CALGreen through the development review process.

Given the considerations summarized above, the proposed project would have a less-than-significant impact from wasteful, inefficient, or unnecessary energy resource demand during operations and construction.

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10.0 Greenhouse Gas Emissions

The proposed project is of the same use type and of similar development intensity as the existing senior living community that was constructed on the site in the early 1970s. The existing use is considered to be the baseline condition. Because the baseline use and proposed project are similar, a detailed, quantified operational analysis of greenhouse gas (GHG) effects of the proposed project has not been conducted. Rather, the impact analysis and significance determination are based on a qualitative comparison of operational GHG effects of the proposed project relative to the baseline use. The extent to which the proposed use produced GHG emissions of substantially greater volume than the baseline use is the basis for determining impact significance. Construction GHG emissions are quantified and reviewed for significance.

Information in this section is derived primarily from project plans found in Appendix B, results of CalEEMod modeling found in Appendix D, and the *Los Gatos Meadows Transportation Analysis* (Kimley-Horn 2020) found in an appendix to the initial study found in Appendix A to this EIR.

No comments regarding GHG emissions were received in response to the notice of preparation. The notice of preparation and comment letters are included in Appendix A.

10.1 Environmental Setting

This section provides a general overview of climate change science, causes and effects of climate change, California and local GHG inventories, and GHG emissions produced from the current use of the project site.

Climate Change Science

The international scientific community has concluded with a high degree of confidence that human activities are causing an accelerated warming of the atmosphere. The resulting change in climate has serious global implications and consequently, human activities that contribute to climate change may have a potentially significant effect on the environment. In recent years, concern about climate change and its potential impacts has risen dramatically. That concern has translated into a range of international treaties and national and regional agreements aimed at diminishing the rate at which global warming is occurring. The federal

government, under former President Obama, began to tackle concerns about climate change through a range of initiatives and regulatory actions. Many states and local agencies, private sector interests, and other public and private interests have also taken initiative to combat climate change. At the state level, California has taken a leadership role in tackling climate change, as evidenced by the programs outlined in the Regulatory Setting section below.

Causes of Climate Change

The greenhouse effect naturally regulates the Earth's temperature. However, human activity has increased the intensity of the greenhouse effect by releasing increasing amounts of GHGs into the atmosphere. GHGs can remain in the atmosphere for decades or even hundreds of thousands of years (depending on the particular GHG). The GHG emissions that are already in the atmosphere will continue to cause climate change for years to come, just as the warming being experienced now is the result of emissions produced in the past. Climatic changes are happening now and are projected to increase in frequency and severity before the benefits of GHG emission reductions will be realized. Increased concentrations of GHGs in the atmosphere result in increased air, surface, and ocean temperatures. Many of the effects and impacts of climate change stem from resulting changes in temperature and meteorological responses to those changes.

Effects of Climate Change

Increased concentrations of GHGs in the atmosphere result in increased air, surface, and ocean temperatures. Many of the effects and impacts of climate change stem from resulting changes in temperature and meteorological responses to those changes.

Rising Temperatures

The Intergovernmental Panel on Climate Change, which includes more than 1,300 scientists from the United States and other countries, estimated that global temperatures have increased by about 2 degrees Fahrenheit (°F) during the 20th century (NASA 2020). The Intergovernmental Panel on Climate Change forecasts indicate that global temperatures can be expected to continue to rise between 2.5 and 10°F over the next century. According to the *California's Fourth Climate Change Assessment: Statewide Summary Report* (2019), average temperatures in California are projected to increase 5.6°F to 8.8°F by 2100.

According to Cal-Adapt, a climate change projection modeling tool developed by California Energy Commission, temperatures in Los Gatos have historically (1961-1990) averaged about 70.5°F. Average temperatures are projected to rise between 3.9 and 6.9°F by 2099, based on medium and high emissions scenarios. Los Gatos has historically experienced four extreme heat days per year (over 97.0°F). The model projections fluctuate on an annual basis. The number of extreme heat days per year is expected to increase to 11 days by 2099 (Cal-Adapt 2021a).

Reduced Snowpack

The Sierra Nevada snowpack acts as a large natural reservoir that stores water during the winter and releases it into rivers and reservoirs in the spring and summer. It is expected that there will be less snowfall in the Sierra Nevada and that the elevations at which snow falls will rise. Similarly, there will be less snowpack water storage to supply runoff water in the warmer months. It has already been documented that California's snow line is rising. More precipitation is expected to fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack. The spring snowpack in the Sierra Nevada decreased by 10 percent in the last century and may decrease as much as 70 to 90 percent by 2100 (Cal-Adapt 2021b). It is estimated that for each 1.8°F increase in Earth's average temperature, the Sierra snowpack will retreat 500 feet in elevation and an overall reduction of 25 to 40 percent reduction in snowpack by 2050 is projected. The Sierra Nevada snowpack provides approximately 80 percent of California's annual water supply. The rapid decrease in snowpack and spring melt poses a threat to groundwater resources in many parts of the state where rivers that recharge groundwater with melt water from the Sierra Nevada will have reduced groundwater recharge potential.

Water Supply

Climate change is expected to increase pressure on and competition for water resources, further exacerbating already stretched water supplies. Decreasing snowpack and spring stream flows and increasing demand for water from a growing population and hotter climate could lead to increasing water shortages. Water supplies are also at risk from rising sea levels. Competition for water between cities, farmers, and the environment is expected to increase.

Anticipated changes to source water conditions including more intense storm events, longer drought periods, reduced snowpack at lower elevations, and earlier spring runoff will likely impact the quality of the source waters. Changes in source water quantity and quality may result in increased treatment needs and increased treatment costs.

Precipitation Levels

Precipitation levels are difficult to predict compared to other indicators of climate change. Annual rain and snowfall patterns vary widely from year to year, especially in California. Generally, higher temperatures increase evaporation and decrease snowfall, resulting in a drier climate. On average, Cal-Adapt projections show little change in total annual precipitation in California (Cal-Adapt 2021c). Furthermore, among several models, precipitation projections do not show a consistent trend during the next century. The Mediterranean seasonal precipitation pattern is expected to continue, with most precipitation falling during winter from North Pacific storms. One of the four climate models projects

slightly wetter winters, and another model projects slightly drier winters with a 10 to 20 percent decrease in total annual precipitation. However, even modest changes would have a significant impact because California ecosystems are conditioned to historical precipitation levels and water resources are nearly fully utilized.

The Los Gatos area has historically averaged about 29.0 inches of rainfall per year. That number is forecast to average about 38.6 inches by the end of the century (Cal-Adapt 2021c).

More Frequent and Extreme Storm Events

Extreme weather is expected to become more common throughout California as a result of climate change. More extreme storm events are expected to increase water runoff to streams and rivers during the winter months, heightening flood risks. Warmer ocean surface temperatures have caused warmer and wetter conditions in the Sierra Nevada, increasing flood risk. Strong winter storms may produce atmospheric rivers that transport large amounts of water vapor from the Pacific Ocean to the California coast. As the strength of these storms increases, the risk of flooding increases.

Sea Level Rise

Sea level rise is one of the most significant effects of climate change. Sea level has been rising over the past century, and the rate has increased in recent decades. Global mean sea level in 2017 was the highest annual average in the satellite era (since 1993) with a value of 77 millimeters above the 1993 average (Hartfield, Blunden, and Arndt 2018). Globally, sea levels are rising due to two main reasons: thermal expansion of warming ocean water and melting of ice from glaciers and ice sheets. Rising sea levels amplify the threat and magnitude of storm surges in coastal areas. Water infrastructure, often located along the coast or tidally-influenced water bodies, can be vulnerable to greater changes in storm surge intensity. The threat of flooding and damage to water infrastructure will continue to increase over time as sea levels rise and the magnitude of storms increase. Rising sea levels will create stress on coastal ecosystems that provide recreation, protection from storms, and habitat for fish and wildlife, including commercially valuable fisheries. Rising sea levels can also introduce new, or exacerbate existing, saltwater intrusion into freshwater resources.

Diminished Air Quality

Climate change is expected to exacerbate air quality problems by increasing the frequency, duration, and intensity of conditions conducive to air pollution formation. Higher temperatures and increased ultraviolet radiation from climate change are expected to facilitate the chemical formation of more secondary air pollutants from ground-level sources. Conversely, decreased precipitation is expected to reduce the number of particulates cleansed from the air. Incidents of wildfires are expected to increase due to climate change, further contributing to air quality problems.

According to the American Lung Association's 2020 *State of the Air* report, nearly half of all Americans were exposed to unhealthy air in 2016-2018. The report found that California cities dominate the rankings of the nation's most widespread air pollutants, ozone and particle pollution. In California, over 38 million residents live in counties where ozone or particulate pollution placed their health at risk (American Lung Association 2020).

Ecosystem Changes

Climate change effects will have broad impacts on local and regional ecosystems, habitats, and wildlife as average temperatures increase, precipitation patterns change, and more extreme weather events occur. Species that cannot rapidly adapt are at risk of extinction. As temperatures increase, California vegetation is expected to change. Desert and grassland vegetation are projected to increase while forest vegetation is projected to generally decline. The natural cycle of plant flowering and pollination, as well as the temperature conditions necessary for a thriving locally adapted agriculture, may also be affected. Perennial crops, such as grapes, may take years to recover. Increased temperatures also provide a foothold for invasive species of weeds, insects, and animals.

Social Vulnerability to Climate Change

The impacts of climate change will not affect people equally. People exposed to the most severe climate-related hazards are often those least able to cope with the associated impacts, due to their limited resources and adaptive capacity. Climate change is expected to have a greater impact on larger populations living in poorer and developing countries with lower incomes that rely on natural resources and agricultural systems that will likely be affected by changing climates.

Certain groups in developed countries like the United States will also experience more impacts from climate change than others. People in rural areas are more likely to be affected by climate change related droughts or severe storms compared to their urban counterparts. However, certain groups living in cities will also be at higher risk than others. Place of residence is another vulnerability indicator, as renters, households without air conditioning, households lacking access to grocery stores, households in treeless areas, and households on impervious land cover are also more vulnerable to climate change impacts.

Residents at greatest risk include children, the elderly, those with existing health problems, the socially and/or economically disadvantaged, those who are less mobile, and those who work outdoors. Place of residence is another vulnerability indicator, as renters, households without air conditioning, households lacking access to grocery stores, households in treeless areas, and households on impervious land cover are also more vulnerable to climate change impacts.

Health Effects/Illness

As temperatures rise from global warming, the frequency and severity of heat waves will grow and increase the potential for bad air days, which can lead to increases in illness and death due to dehydration, heart attack, stroke, and respiratory disease. Additionally, dry conditions can lead to a greater number of wildfires producing smoke that puts people with asthma and respiratory conditions at risk of illness or death.

Higher temperatures and the increased frequency of heat waves are expected to significantly increase heat-related illnesses, such as heat exhaustion and heat stroke, while also exacerbating conditions associated with cardiovascular and respiratory diseases, diabetes, nervous system disorders, emphysema, and epilepsy. An increase of 10°F in average daily temperature is associated with a 2.3 percent increase in mortality. During heat waves mortality rates can increase to about nine percent. As temperatures in the area increase, vulnerable populations such as children, the elderly, people with existing illnesses, and people who work outdoors will face the greatest risk of heat-related illness.

As climate change affects the temperature, humidity, and rainfall levels across California, some areas could become more suitable habitats for insects (especially mosquitoes), ticks, and mites that may carry diseases. Wetter regions are typically more susceptible to vector-borne diseases, especially human hantavirus cardiopulmonary syndrome, Lyme disease, and West Nile virus.

Greenhouse Gas Types

GHGs are emitted by natural processes and human activities. The human-produced GHGs most responsible for global warming and their relative contribution to it are carbon dioxide, methane, nitrous oxide, and chlorofluorocarbons. The contribution of these GHGs to global warming based on the U.S. inventory of GHGs in 2018 (United States Environmental Protection Agency 2020) is summarized in Table 10-1, Greenhouse Gas Emissions Types and Their Contribution to Global Warming.

Table 10-1 Greenhouse Gas Emissions Types and Their Contribution to Global Warming

Greenhouse Gas	Percent of all GHG	Typical Sources
Carbon dioxide (CO_2)	81 percent	Combustion of fuels, solid waste, wood
Methane (CH_4)	10 percent	Fuel production/combustion; livestock, decay of organic materials
Nitrous Oxide (N_2O)	7 percent	Combustion of fuels, solid waste, agricultural/industrial processes
Chlorofluorocarbons (CFCs)	3 percent	Industrial processes

SOURCE: United States Environmental Protection Agency 2020
NOTE: Percentages may not add up to 100 percent due to independent rounding.

Greenhouse Gas Global Warming Potentials

Each type of GHG has a different capacity to trap heat in the atmosphere and each type remains in the atmosphere for a particular length of time. The ability of a GHG to trap heat is measured by an index called the global warming potential expressed as carbon dioxide equivalent. Carbon dioxide is considered the baseline GHG in this index and has a global warming potential of one.

The GHG volume produced by a particular source is often expressed in terms of carbon dioxide equivalent (CO_2e). Carbon dioxide equivalent describes how much global warming a given type of GHG will cause, with the global warming potential of CO_2 as the base reference. Carbon dioxide equivalent is useful because it allows comparisons of the impact from many different GHGs, such as methane, perfluorocarbons, or nitrous oxide. If a project is a source of several types of GHGs, their individual global warming potential can be standardized and expressed in terms of CO_2e. Table 10-2, Greenhouse Gas Emissions Global Warming Potentials presents a summary of the global warming potential of various GHGs.

Table 10-2 Greenhouse Gas Emissions Global Warming Potentials

GHG	Atmospheric Lifetime (Years)	Global Warming Potential (100-Year Time Horizon)
Carbon Dioxide CO_2	50-200	1
Methane CH_4	12 (+/- 3)	21
Nitrous Oxide N_2O	120	310
HFC-23	264	11,700
HFC-134a	14.6	1,300
HFC-152a	1.5	140
PFC Tetrafluoromethane CF_4	50,000	6,500
PFC Hexafluoroethane C_2F_6	10,000	9,200
Sulfur Hexafluoride SF_6	3,200	23,900

SOURCE: United Nations Framework Convention on Climate Change 2020

Methane has a global warming potential of 21 times that of carbon dioxide, and nitrous oxide has a global warming potential of 310 times that of CO_2. The families of chlorofluorocarbons, hydrofluorocarbons, and perfluorocarbons have a substantially greater global warming potential than other GHGs, generally ranging from approximately 1,300 to over 10,000 times that of CO_2. While CO_2 represents the vast majority of the total volume of GHGs released into the atmosphere, the release of even small quantities of other types of GHGs can be significant for their contribution to climate change.

Greenhouse Gas Inventories

California GHG Emissions Inventory

Based on the CARB's current state GHG inventory data, a net of about 425.3 million metric tons (MMT) of CO_2e were generated in California in 2018 (California Air Resources Board 2021e). In 2018, about 40 percent of all GHG gases emitted in the state came from the transportation sector. Industrial uses and electric power generation (in state generation and out of state generation for imported electricity) were the second and third largest categories at about 21 percent and 15 percent, respectively. The commercial and residential use sectors combined to generate about 10 percent of the 2018 emissions, while the agricultural sector contributed about 8 percent.

Los Gatos GHG Emissions Inventory

The Town conducted a GHG emissions inventory as part of its *Town of Lost Gatos Sustainability Plan*, which was adopted in 2012. More information about the Sustainability Plan is provided below. The inventory was compiled as a three-year average over the period 2006 to 2008, during which Los Gatos's average annual communitywide GHG emissions were 381,640 metric tons CO_2e (carbon dioxide equivalent). Transportation sources constituted about 65 percent of the total, with electricity and natural gas combined about 30 percent of the total.

Existing Sources of GHG Emissions within the Project Site

The project site has historically been in use as a senior living community. The facility was last fully operational in 2019. It consists of 205 independent residential apartments and support care units, with ancillary dining and commons, infirmary, garage and services, multi-purpose, and cottage buildings and facilities at a total building capacity of 150,475 square feet. At the time of full operation, the facility housed approximately 222 residents and employed up to 120 employees. The existing use is considered to be the environmental setting or baseline against which proposed project effects, including GHG impacts, can be compared. Operations of the existing use generated GHGs from transportation sources (e.g., vehicle trips by residents, visitors, employees, vendors, etc.), electricity and natural gas use, water use, wastewater treatment and solid waste disposal.

10.2 Regulatory Setting

The federal government has taken significant regulatory steps toward addressing climate change. Generally, California policy and regulations and regulations implemented at the regional and local levels are as or more comprehensive and stringent than federal actions; therefore, this section focuses on state, regional, and local regulatory actions whose implementation would lessen the contribution of the proposed project to climate change.

State

Overall Statutory Framework

The California Legislature has enacted a series of statutes addressing the need to reduce GHG emissions across the State. These statutes can be categorized into four broad categories: (i) statutes setting numerical statewide targets for GHG reductions, and authorizing CARB to enact regulations to achieve such targets; (ii) statutes setting separate targets for increasing the use of renewable energy for the generation of electricity throughout the state; (iii) statutes addressing the carbon intensity of vehicle fuels, which prompted the adoption of regulations by CARB; and (iv) statutes intended to facilitate land use planning consistent with statewide climate objectives. The discussion below will address each of these key sets of statutes, as well as CARB "Scoping Plans" intended to achieve GHG reductions under the first set of statutes and recent building code requirements intended to reduce energy consumption.

Statutes Setting Statewide GHG Reduction Targets

Assembly Bill 32 (Global Warming Solutions Act)

In September 2006, the California State Legislature enacted the California Global Warming Solutions Act of 2006, also known as AB 32. AB 32 establishes regulatory, reporting, and market mechanisms to achieve quantifiable reductions in GHG emissions and a cap on statewide GHG emissions. AB 32 requires that statewide GHG emissions be reduced to 1990 levels by 2020. This reduction will be accomplished through an enforceable statewide cap on GHG emissions that was phased in starting in 2012. To effectively implement the cap, AB 32 directs CARB to develop and implement regulations to reduce statewide GHG emissions from stationary sources.

Senate Bill 32

Effective January 1, 2017, Senate Bill (SB) 32 added a new section to the Health and Safety Code. It requires CARB to ensure that statewide greenhouse gas emissions are reduced to at least 40 percent below those that occurred in 1990 no later than December 31, 2030.

Between AB 32 and SB 32, the Legislature has codified some of the GHG emissions reduction targets included within certain Executive Orders issued by prior governors. The 2020 GHG emissions reduction target in AB 32 was consistent with the second of three statewide GHG emissions reduction targets set forth in the 2005 Executive Order known as S-3-05. Executive Order S-3-05 included the following GHG emissions reduction targets: by 2010, reduce GHG emissions to 2000 levels; by 2020, reduce GHG emissions to 1990 levels; by 2050, reduce GHG emissions to 80 percent below 1990 levels. Executive Order, B-30-15, issued in 2015, created a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030. The 2030 GHG reduction target in SB 32 is consistent with the reduction target set forth in Executive Order B-30-15.

The Legislature has not yet set a 2050 target, though references to a 2050 target can be found in statutes outside the Health and Safety Code. In 2015, the Legislature passed SB 350, which is discussed in more detail below. This legislation essentially puts into statute the 2050 GHG reduction target already identified in Executive Order S-3-05, albeit in the limited context of new state policies (i) increasing the overall share of electricity that must be produced through renewable energy sources and (ii) directing certain state agencies to begin planning for the widespread electrification of the California vehicle fleet. Section 740.12(a)(1)(D) of the Public Utilities Code now states that reducing GHG emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050 will require widespread transportation electrification and that accelerating investments in transportation electrification is needed to reduce greenhouse gases to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050.

Statutes Setting Targets for the Use of Renewable Energy for the Generation of Electricity

In September 2002, the Legislature enacted SB 1078, which established the Renewables Portfolio Standard program, requiring retail sellers of electricity, including electrical corporations, community choice aggregators, and electric service providers, to purchase 20 percent of the State's electricity from renewable energy resources such as wind, solar, geothermal, small hydroelectric, biomass, anaerobic digestion, and landfill gas.

In September 2006, the Legislature enacted SB 107, which modified the Renewables Portfolio Standard to require that at least 20 percent of electricity retail sales be served by renewable energy resources by year 2010. In April 2011, the Legislature enacted SB X1-2, which set even more aggressive statutory target that 33 percent of the State's electricity come from renewables by 2020.

In 2015, the Legislature enacted SB 350. SB 350 encourages a substantial increase in the use of electric vehicles and increased the Renewable Portfolio Standard to require 50 percent of electricity generated to be from renewables by 2030. In 2018, former Governor Jerry Brown signed into law SB 100 and Executive Order B-55-18. SB 100 raises California's Renewable Portfolio Standard requirement to 50 percent renewable resources target by December 31, 2026, and 60 percent by December 31, 2030. Executive Order B-55-18 establishes a carbon neutrality goal for California by 2045; and sets a goal to maintain net negative emissions thereafter.

In March 2012, former Governor Jerry Brown issued an Executive Order, B-16-12, which embodied a similar vision of a future in which zero-emission vehicles will play a big part in helping the state meet its GHG reduction targets. Executive Order B-16-12 directed state government to accelerate the market in California through fleet replacement and electric vehicle infrastructure. The Executive Order set the following targets:

- By 2015, all major cities in California will have adequate infrastructure and be "zero-emission vehicles ready";
- By 2020, the state will have established adequate infrastructure to support one million zero-emission vehicles in California;
- By 2025, there will be 1.5 million zero-emission vehicles on the road in California; and
- By 2050, virtually all personal transportation in the State will be based on zero-emission vehicles, and greenhouse gas emissions from the transportation sector will be reduced by 80 percent below 1990 levels.

In sum, California has set a statutory goal of requiring that, by the year 2030, 60 percent of the electricity generated in California should be from renewable sources, with increased generation capacity intended to be sufficient to allow the mass conversion of the statewide vehicle fleet from petroleum-fueled vehicles to electrical vehicles and/or other zero-emission vehicles. The Legislature is thus looking to California drivers to buy electric cars, powered by green energy, to help the State meet its aggressive statutory goal, created by SB 32, of reducing statewide GHG emissions by 2030 to 40 percent below 1990 levels. Another key prong to this strategy is to make petroleum-based fuels less carbon intensive. A number of statutes in recent years have addressed that strategy. These are discussed below.

Statutes and California Air Resources Board Regulations Addressing the Carbon Intensity of Petroleum-based Transportation Fuels

In July 2002, the Legislature enacted AB 1493 (Pavley Bill), which requires the maximum feasible reduction of GHGs emitted by passenger vehicles and light-duty trucks beginning with model year 2009. In September 2004, CARB approved regulations to reduce GHG emissions from new motor vehicles beginning with the 2009 model year. These regulations are commonly known as the "Pavley standards." In September 2009, CARB adopted amendments to the Pavley standards to reduce GHG emissions from new motor vehicles through the 2016 model year. These regulations created what are commonly known as the "Pavley II standards."

In January 2012, CARB adopted an Advanced Clean Cars program aimed at reducing both smog-causing pollutants and GHG emissions for vehicles model years 2017-2025. This program combined the control of smog-causing (criteria) pollutants and GHG emissions into a single coordinated set of requirements for model years 2015 through 2025. The regulations focus on substantially increasing the number of plug-in hybrid cars and zero-emission vehicles in the vehicle fleet and on making fuels such as electricity and hydrogen readily available for these vehicle technologies. The components of the Advanced Clean Cars program are the low-emission vehicle regulations that reduce criteria pollutants and GHG emissions from light- and medium-duty vehicles, and the zero-emission vehicle regulation,

which requires manufacturers to produce an increasing number of pure zero-emission vehicles (meaning battery electric and fuel cell electric vehicles), with provisions to also produce plug-in hybrid electric vehicles in the 2018 through 2025 model years.

It is expected that the Advanced Clean Car regulations will reduce GHG emissions from California passenger vehicles by about 34 percent below 2016 levels by 2025, all while improving fuel efficiency and reducing motorists' costs.

Statute Intended to Facilitate Land Use Planning Consistent with Statewide Climate Objectives

Senate Bill 375 (Sustainable Communities' Strategy)

This 2008 legislation sets forth a mechanism for coordinating land use and transportation on a regional level for the purpose of reducing GHGs. The focus is to reduce miles traveled by passenger vehicles and light trucks. CARB is required to set GHG reduction targets for each metropolitan region for the year 2035. Each of California's metropolitan planning organizations then prepares a sustainable communities' strategy that demonstrates how the region will meet its GHG reduction target through integrated land use, housing, and transportation planning. Once adopted by the metropolitan planning organizations, the sustainable communities' strategy is to be incorporated into that region's federally enforceable regional transportation plan. If a metropolitan planning organization is unable to meet the targets through the sustainable communities' strategy, then an alternative planning strategy must be developed that demonstrates how targets could be achieved, even if meeting the targets is deemed to be infeasible.

Local agencies that adopt land use, housing, and transportation policies that are consistent with and facilitate implementation of the related GHG reduction strategies in a sustainable communities strategy benefit through potential CEQA streamlining for qualifying projects proposed within their boundaries. Adoption of such policies can be a part of a general plan update or other similar policy adoption process. However, a local agency's general plan is not required to be consistent with a sustainable communities strategy.

2017 Climate Change Scoping Plan

CARB has been tasked with preparing five-year strategies for how California will achieve GHG reductions embodied in key statewide GHG reduction target-setting legislation. With the passage of SB 32, the Legislature also passed companion legislation AB 197, which provides additional direction for developing CARB's 2017 Scoping Plan. It reflects the 2030 target of reducing statewide GHG emissions by 40 percent below 1990 levels. The GHG reduction strategies in the plan that CARB will implement to meet the target include:

- SB 350 - achieve 50 percent Renewables Portfolio Standard by 2030 and doubling of energy efficiency savings by 2030;

- Low Carbon Fuel Standard - increased stringency (reducing carbon intensity 18 percent by 2030, up from 10 percent in 2020);
- Mobile Source Strategy (Cleaner Technology and Fuels Scenario) - maintaining existing GHG standards for light- and heavy-duty vehicles, put 4.2 million zero-emission vehicles on the roads, and increase zero-emission buses, delivery and other trucks;
- Sustainable Freight Action Plan - improve freight system efficiency, maximize use of near-zero emission vehicles and equipment powered by renewable energy, and deploy over 100,000 zero-emission trucks and equipment by 2030;
- Short-Lived Climate Pollutant Reduction Strategy - reduce emissions of methane and hydrofluorocarbons 40 percent below 2013 levels by 2030 and reduce emissions of black carbon 50 percent below 2013 levels by 2030;
- SB 375 Sustainable Communities' Strategies - increased stringency of 2035 targets;
- Post-2020 Cap-and-Trade Program - declining caps, continued linkage with Québec, and linkage to Ontario, Canada;
- 20 percent reduction in greenhouse gas emissions from the refinery sector; and
- By 2018, develop an Integrated Natural and Working Lands Action Plan to secure California's land base as a net carbon sink.

Building Code Requirements Intended to Reduce GHG Emissions

California Energy Code

The California Energy Code (California Code of Regulations, Title 24, Part 6), which is incorporated into the California Building Standards Code, was first established in 1978 in response to a legislative mandate to reduce California's energy consumption. The California Energy Code is updated every three years by the California Energy Commission as the Building Energy Efficiency Standards (BEES) to allow consideration and possible incorporation of new energy efficiency technologies and construction methods. Increased energy efficiency results in decreased GHG emissions because energy efficient buildings require less electricity produced by fossil fuel powered power plants that generate GHGs. The BEES apply to new construction of, and additions and alterations to, residential and non-residential buildings.

The current 2019 BEES went into effect on January 1, 2020. Residential and non-residential buildings permitted after January 1, 2020 are required to comply with the 2019 BEES. The 2019 BEES are structured to achieve the state's goal that all new low-rise residential buildings (single-family homes) be zero net energy. That is, the amount of energy provided by on-site renewable energy sources is equal to the amount of energy used by the homes. For residential buildings, the 2019 BEES encourage demand responsive technologies including

battery storage and heat pump water heaters and require improved building thermal envelopes through high performance attics, walls and windows. In non-residential buildings, the 2019 BEES update indoor and outdoor lighting making maximum use of LED technology.

Single-family homes built with the 2019 BEES will use about seven percent less energy versus those built under the 2016 BEES. Multi-family homes and non-residential buildings built under the 2019 BEES will use about 30 percent less energy compared to the 2016 BEES (California Energy Commission 2018).

California Green Building Standards Code

The purpose of the California Green Building Standards Code (California Code of Regulations Title 24, Part 11) is to improve building design and construction to reduce negative environmental impacts through sustainable construction practices. Design and construction categories include: 1) planning and design; 2) energy efficiency; 3) water efficiency and conservation; 4) material conservation and resource efficiency; and 5) environmental quality. The 2019 California Green Building Standards update instituted mandatory and voluntary environmental performance standards for all ground-up new construction of commercial, low-rise residential uses, and state-owned buildings, as well as schools and hospitals.

The mandatory standards require the following:

- Water conserving plumbing fixtures and fittings for indoor water use;
- 65 percent construction/demolition waste must be diverted from landfills;
- Mandatory inspections of energy systems to ensure optimal working efficiency; and
- Low pollutant-emitting exterior and interior finish materials such as paints, carpets, vinyl flooring, and particle boards.

The voluntary standards require the following:

- Tier I: on-site renewable energy generation, stricter water conservation requirements for specific fixtures, 65 percent reduction in construction waste, 10 percent recycled content, 20 percent permeable paving, 20 percent cement reduction, 90 percent resilient flooring systems, electric vehicle charging spaces, thermal insulation, and cool/solar reflective roof.
- Tier II: on-site renewable energy generation, stricter water conservation requirements for specific fixtures, 75 percent reduction in construction waste, 15 percent recycled content, 30 percent permeable paving, 25 percent cement reduction, 100 percent resilient flooring systems, electric vehicle charging spaces, thermal insulation, and cool/solar reflective roof.

Regional/Local

Plan Bay Area 2040

Plan Bay Area 2040: Regional Transportation Plan and Sustainable Communities Strategy for the San Francisco Bay Area 2017-2040 ("Plan Bay Area 2040") (Association of Bay Area Governments and Metropolitan Transportation Commission 2017) is the strategic update to *Plan Bay Area: Strategy for a Sustainable Region*, and it builds on earlier work to develop an efficient transportation network, provide more housing choices and grow in a financially and environmentally responsible way.

Plan Bay Area 2040 fulfills obligations under SB 375, the California Sustainable Communities and Climate Protection Act of 2008, which requires a sustainable communities strategy as a part of the regional transportation plan. The sustainable communities strategy must promote compact, mixed-use commercial and residential development. Two performance targets are mandated by SB 375: reduce its per-capita CO_2 emissions from cars and light-duty trucks by 15 percent by 2040; and provide adequate housing by requiring the region to house 100 percent of its projected population growth by income level. Plan Bay Area 2040 integrates land use strategies by establishing priority development areas, and identifying how the Bay Area can accommodate residential growth through 2040.

Bay Area Air Quality Management District Clean Air Plan

The air district adopted the 2017 Clean Air Plan on April 19, 2017. The 2017 Clean Air Plan defines a vision for achieving ambitious greenhouse gas reduction targets for 2030 and 2050, and provides a regional climate protection strategy that will put the Bay Area on a pathway to achieve those GHG reduction targets. The 2017 Clean Air Plan includes a wide range of control measures designed to decrease emissions of the air pollutants that are most harmful to Bay Area residents, such as particulate matter, ozone, and toxic air contaminants; to reduce emissions of methane and other "super-GHGs" that are potent climate pollutants in the near-term; and to decrease emissions of carbon dioxide by reducing fossil fuel combustion.

There are 85 control measures in the 2017 Clean Air Plan, many of which are applicable only for regional or government implementation. The 2017 Clean Air Plan control measures that address GHG emissions include TR1: Clean Air Teleworking Initiative; TR 2: Trip Reduction Programs; TR19: Medium and Heavy Duty Trucks; TR 22: Construction, Freight, and Farming Equipment; BL1: Green Buildings; BL2: Decarbonize Buildings; BL4: Urban Heat Island Mitigation; and SL1: Short-Lived Climate Pollutants.

Town of Los Gatos Sustainability Plan

The Town adopted its Sustainability Plan in 2012. The Sustainability Plan is the Town's guidance for addressing climate change. It sets forth a GHG emissions reduction target and identifies GHG reduction measures that together would achieve the reduction target. The

Sustainability Plan was based on an emissions reduction goal associated with AB 32 for the year 2020. Therefore, it does not identify an emissions reduction target or related emission reductions needed for the Town to contribute to achieving the deeper emissions reductions needed between 2020 and 2030 that are needed to achieve the 2030 statewide emissions reduction goal identified in SB 32. Nevertheless, the Sustainability Plan still serves as an effective guide for reducing GHG emissions in the Town relative to baseline conditions.

The Sustainability Plan includes a variety of emissions reduction measures that address transportation and land use, green building, renewable energy, energy conservation, water and wastewater, solid waste, open space, purchasing, and community action. Most of the measures are to be implemented by the Town itself. However, several are within the control of individual developers and would apply to new development.

10.3 Thresholds or Standards of Significance

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of greenhouse gas emissions, as it does on a whole series of additional topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of public services impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries set forth in Appendix G and to use that language in fashioning thresholds. The Town of Los Gatos has done so here. Therefore, for purposes of this EIR, a significant GHG impact would occur if implementation of the proposed project would:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or
- Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

10.4 Analysis, Impacts and Mitigation Measures

This section includes information and data regarding GHGs that are relevant to the proposed project based on the thresholds of significance described above. The information and data are used as a basis for determining impact significance as described below.

Generation of Greenhouse Gas Emissions

IMPACT 10-1	Generate Greenhouse Gas Emissions	Less than Significant

Operational GHG Analysis

This analysis of operational project impacts from generating GHGs is qualitative. It is based on comparing GHG emissions from the baseline condition to GHG emissions under proposed project conditions. This approach is being taken because the baseline use and the proposed project are of the same use type and have similar resident/employee capacity. Taken together, transportation- and electricity-source GHG emissions constitute a substantial percentage of the total GHG emissions inventory for most land use projects. Therefore, the comparison focuses on these two GHG sources. The impact determination is based on the extent to which these emissions from the proposed project exceed those of the baseline use.

Transportation-Source GHG Emissions Comparison

Vehicle miles traveled (VMT) by all vehicles traveling to and from the site is an indicator of the magnitude of potential transportation-source GHG emissions volumes that were generated under baseline project conditions and that would be generated under proposed project conditions. In basic terms, the number of vehicle miles traveled on a daily or annual basis is the product of the average daily vehicle trip volume and average trip length. Since the baseline and the proposed project are the same use type, it is assumed that the average trip lengths for each would be similar. Thus, the difference between daily trip volumes for each condition becomes the primary variable for comparing their respective transportation-source GHG emissions. Table 3, Project Trip Generation, in the *Los Gatos Meadows Transportation Analysis* (Kimley-Horn 2020) found in an appendix to the initial study prepared for the project (see Appendix A), shows that the proposed project would result in a net increase of 10 daily vehicle trips relative to the baseline use. This is equivalent to the number of daily vehicle trips generated by a single-family home.

The GHG emissions volume generated by 10 daily vehicle trips is minor. For context, the air district's 2017 *CEQA Guidelines* state that a single-family residential development with up to 56 homes (that would generate GHG emissions from mobile-source as well as non-mobile sources including electricity and natural gas) would be considered to have a less-than-significant GHG impact. This GHG impact screening threshold is based on the air district's year 2020 GHG emissions reduction target for the air basin, which in turn is based on AB 32. The 2020 target is less rigorous than would be a current SB 32-based, year 2030 emissions reduction target for the air basin (refer to the Regulatory Setting section above for AB 32 and SB 32 summaries). Regardless, the screening threshold is a clear indicator that the net increase in mobile source GHG emissions volume from the proposed project would be minor.

Electricity-Source GHG Emissions Comparison

The existing facility was approved in 1969 and constructed in the early 1970's. Building energy efficiency requirements at that time were substantially less stringent than the requirements with which the proposed project must conform (refer to the Regulatory Setting section above for summaries of current building energy efficiency and green building standards). Further, the carbon intensity of utility-provided electricity was substantially higher in the 1970s than is currently the case. Carbon intensity refers to the volume of GHG emissions produced per unit of electrical energy produced. As evidence, the carbon intensity of electricity generated in 2005 (the earliest year for which carbon intensity data is available as a model run option in CalEEMod) was 641 pounds CO_2/kilowatt hour. The current default carbon intensity is 206 pounds CO_2/kilowatt hour. Though the facility operated for approximately 35 years prior to 2005 when the carbon intensity of energy produced was even higher, the year 2005 is being used as a conservative reference point.

The CalEEMod results shown in Section 5.3, Energy by Land Use – Electricity, for baseline conditions and proposed project conditions (both found in Appendix D) allow comparison of GHG emissions volumes from electricity demand. GHG emissions from baseline operations are estimated at 257 metric tons CO_2e per year. GHG emissions from the proposed project are projected at about 133 metric tons CO_2e per year. Thus, GHG emissions from the proposed project would be below the baseline volume.

Conclusion

Transportation-source GHG emissions from the proposed project would be similar to the baseline use. Electricity-source GHG emissions from the proposed project would be substantially lower than the baseline use. Consequently, the proposed project would not likely result in GHG emissions that exceed the baseline use and would not generate new GHG emissions that would have a substantial impact on the environment. The project impact is less than significant. No mitigation measures are required.

Construction GHG Analysis

The air district's 2017 *CEQA Guidelines* do not include a threshold of significance for construction GHG emissions. However, the air district recommends that construction GHG emissions be quantified and disclosed, and that their significance be determined.

Construction GHG emissions for the proposed project were quantified using CalEEMod. Construction emissions are summarized in Section 2.1, Overall Construction, of the CalEEMod results in Appendix D. Over the approximate three-year project construction period, about 1,420 metric tons of CO_2e would be produced.

It is common practice to amortize construction emissions over the operational life of a project (commonly 30 years) and to then evaluate the sum of annual construction and annual operational emissions against a threshold of significance. Annual amortized emissions would be approximately 47 metric tons CO_2e/year. Since annual operational emissions are expected to be very minor, construction emissions represent nearly the entire annual GHG emissions volume from the project.

The air district's *CEQA Guidelines* include a bright line operational GHG emissions threshold of significance of 1,100 metric tons CO_2e/year. This threshold is only applicable up to the year 2020 because the district's guidance is based on achieving the statewide AB 32 GHG reduction target of 20 percent below 1990 levels by 2020. As described previously, the 2020 threshold is less rigorous than would be an updated bright line threshold of significance designed to achieve the 40 percent below 1990 statewide target defined in SB 32. Nevertheless, at approximately four percent of the 2020 bright line threshold volume, annual project construction emissions would be so low that their impact would be less than significant.

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11.0 Noise

The discussion in this section is based upon information from the *Town of Los Gatos 2020 General Plan* and the Municipal Code (Chapter 16 – Noise). The Town did not receive any responses to the notice of preparation regarding noise.

11.1 Environmental Setting

Acoustic Fundamentals

When describing sound levels, the more common descriptors used are Day/Night Level ("DNL or L_{dn}"), and Community Noise Equivalent Level ("CNEL"). The descriptor L_{eq} refers to the equivalent sound level, which contains the same total energy intensity of noise over any given period of time. DNL refers to the day/night average sound level during a 24-hour day, which is obtained after the addition of ten decibels, as a penalty, to the sound levels after 10 pm and before 7 am.

The CNEL is the average equivalent sound level during a 24-hour day, achieved after the supplement of five decibels to the sound level, as a penalty, in the evening from 7 pm to 10 pm. An additional ten decibels are also added to the sound level in the night, before 7 am and after 10 pm.

Effects of Noise on People

The effects of noise on people vary from person to person. Therefore, the common and most effective way to determine noise impacts is to compare a new noise, typically the noise created or generated by a project, to the existing noise within the area. Existing noise is also referred to as the "ambient" environment. As a general rule of thumb, a new noise would be less acceptable if it exceeds the current ambient noise level. At extreme noise levels noise can result in adverse physical and mental effects.

Baseline Noise Conditions

The project site is currently developed with a presently closed senior living community and is located within a rural, hillside residential area of Los Gatos; however, for purposes of this noise analysis, the baseline noise conditions are the conditions when the existing senior living community was operational. The ambient noise environment at the project site is

generally quiet with varying levels of perceptible vehicle traffic noise from S. Santa Cruz Avenue and State Route 17 to the east (350 feet away) and southeast (500 feet away), respectively. According to General Plan Figure 4.10-3, Future Noise Contours, projected noise levels with 2020 buildout of the General Plan, immediately north and south of S. Santa Cruz Avenue, are projected to be 60 CNEL. Noise contours associated with State Route 17 are anticipated to be between 65 and 70 CNEL within a large portion of the project site according to General Plan Figure 4.10-3.

The nearest airports to the project site are Norman Y. Mineta San Jose International Airport, approximately 10.25 miles to the north, and Reid-Hillview Airport, 12 miles to the northeast. The project site is not located within an airport land use plan, within two miles of a public airport, or within the vicinity of a private airstrip.

11.2 Regulatory Setting

Section 3.0, Environmental Setting includes a consistency evaluation of the relevant environmental policies of the *Town of Los Gatos 2020 General Plan* and the *Los Gatos Hillside Specific Plan.* No other regulations associated with the proposed project's noise impacts on the environment apply to the proposed project.

11.3 Thresholds or Standards of Significance

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of noise, as it does on a whole series of additional topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of noise impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries set forth in Appendix G and to use that language in fashioning thresholds. The Town of Los Gatos has done so here. Therefore, for purposes of this EIR, a significant noise impact would occur if implementation of the proposed project would result in:

- Generation of a substantial temporary increase in ambient noise levels during construction activities in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies; or
- Generation of excessive groundborne vibration or groundborne noise levels during construction.

In addition, the General Plan Noise Element includes a goal, policies and an action to address short-term construction noise impacts. Goal NOI-1 ensures noise from new development would not adversely affect existing land uses. Policy NOI-1.1 would minimize construction noise by requiring applicants to prepare an acoustical analysis for proposed projects. Policy NOI-5.1 protects residential uses from noise by requiring appropriate site design, sound walls and landscaping, and by using noise attenuating construction techniques and materials.

The Town Noise Ordinance (Chapter 16) restricts construction activities to the hours of 8:00 am to 6:00 pm on weekdays, 9:00 am to 4:00 pm Saturdays, and prohibits construction activities on Sundays and holidays. The noise ordinance requires that no individual piece of equipment produce a noise level exceeding 85 dBA at 25 feet (Town Code Section 16.20.35(a)(1) and (c)).

Checklist Questions Deemed Not Applicable

- For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

Since the project site is not located within an airport land use plan, within two miles of a public airport, or within the vicinity of a private airstrip, the proposed project would not expose residents or workers to excessive noise levels from airport or airstrip operations. No further discussion of this issue is necessary.

11.4 Analysis, Impacts, and Mitigation Measures

This section includes information and data regarding noise that are relevant to the proposed project based on the threshold of significance described above. The information and data are used as a basis for determining impact significance and for the mitigation measures.

Effects Adequately Addressed in the Initial Study

As noted in the initial study prepared to evaluate the proposed project (see Appendix A), operational noise levels associated with the proposed project would be similar to the existing development while it was operational. Since the proposed project would not result in an increase in noise over baseline conditions, there would be no impacts associated with operational noise. Operational activities are also not expected to result in any vibration impacts at nearby sensitive uses.

Construction Noise Impacts

IMPACT 11-1	Construction Activities Could Cause a Substantial Temporary Noise Increase	Less than Significant

Construction activities, which are anticipated to last approximately 30 months, would result in temporary, short-term noise increases due to the operation of heavy equipment on the project site. Construction-related noise can range from about 76 to 85 dBA at 50 feet for most types of construction equipment with slightly higher levels of about 88 to 91 dBA at 50 feet for certain types of earthmoving and impact equipment (Federal Highway Administration 2015).

Construction of the proposed project would take place near existing hillside residences as close as 100 feet from the boundaries of the project site. Most residences in the vicinity are located north toward Broadway. Rural, hillside residences and estates are located south and west uphill from the project site. These sensitive receptors may be affected by construction-related noise.

The Town Noise Ordinance (Chapter 16) restricts construction activities to the hours of 8:00 am to 6:00 pm on weekdays and 9:00 am to 4:00 pm on Saturdays. Construction activities are prohibited on Sundays and holidays. No individual piece of equipment shall produce a noise level exceeding 85 dBA at 25 feet. The General Plan EIR states that adherence to the Town's Noise Ordinance would reduce construction-related noise impacts to a less-than-significant level (General Plan EIR, page 4.10-16).

Noise generated by construction activities would temporarily elevate noise levels at adjacent noise sensitive areas (single-family residences) during the anticipated 30 months of construction. However, based on the distance to adjacent residences, construction noise would not be anticipated to exceed 60 dBA L_{eq} at adjacent noise sensitive outdoor use areas. Construction on the project site would not occur during nighttime hours, when occupants of the residences would be expected to be most sensitive to noise.

As a result, construction noise generation from the proposed project would be considered a less-than-significant impact, assuming that construction activities are conducted in accordance with the implementation of the following construction best management practices, as identified in the Town's Noise Ordinance:

- Pursuant to the Municipal Code, restrict noise-generating construction activities to the hours of 8:00 a.m. to 6:00 p.m., weekdays and 9:00 a.m. to 4:00 p.m. on Saturdays. Construction activities are prohibited on Sundays and holidays.
- Pursuant to the Municipal Code, construction activities meet at least one of the following noise limitations:

- No individual piece of equipment shall produce a noise level exceeding 85 dBA at 25 feet. If the device is located within a structure on the property, the measurement shall be made at distances as close to 25 feet from the device as possible.
- The noise level at any point outside of the property plane shall not exceed 85 dBA.
- All gasoline-powered construction equipment shall be equipped with an operating muffler or baffling system as originally provided by the manufacturer, and no modification to these systems is permitted.
- Unnecessary idling of internal combustion engines should be strictly prohibited.
- Located stationary noise generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors.
- Utilize "quiet" air compressors and other stationary noise sources where technology exists.
- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.

With the incorporation of noise ordinance requirements, the construction noise impact resulting from construction of the proposed project and other site improvements would be less than significant.

Construction Groundborne Vibration Impacts

IMPACT 11-2	**Groundborne Vibration during Construction Activities**	**Less than Significant**

According to the Federal Transportation Administration (FTA), a significant impact would be identified if the construction of the project would generate groundborne vibration levels at adjacent structures exceeding 0.3 in/sec PPV because these levels would have the potential to result in "architectural" damage to normal buildings.

Construction activities include demolition of existing structures, site grading and excavation, underground garage construction, new building construction, and paving. The applicant has indicated that pile driving would not be needed for project construction. Project construction activities, such as drilling, the use of jackhammers, rock drills and other high-power or vibratory tools, and rolling stock equipment (tracked vehicles, compactors, etc.) may generate substantial vibration in the immediate vicinity of the work area. Vibration levels would vary depending on soil conditions, construction methods, and equipment used. Table 11-1, Vibration Source Levels for Construction Equipment, presents typical vibration levels that could be expected from construction equipment at a distance of 25 feet (Federal Transit Administration 2006).

Table 11-1 Vibration Source Levels for Construction Equipment

Equipment		PPV at 25 ft. (in./sec.)	Approximate L_v at 25 ft. (VdB)
Pile Driver (impact)	Upper range	1.518	112
	Typical	0.644	104
Pile Driver (sonic)	Upper range	0.734	105
	Typical	0.170	93
Clam shovel drop (slurry wall)		0.202	94
Hydromill (slurry wall)	In soil	0.008	66
	In rock	0.017	75
Vibratory Roller		0.210	94
Hoe Ram		0.089	87
Large bulldozer		0.089	87
Caisson drilling		0.089	87
Loaded trucks		0.076	86
Jackhammer		0.035	79
Small bulldozer		0.003	58

SOURCE: Federal Highway Administration 2006b (Table 12-2, p. 12-12)

The California Department of Transportation (Caltrans) provides further guidance on vibration issues associated with construction and operation of project in relation to human perception and structural damage in its 2020 *Transportation and Construction Vibration Guidance Manual*. Recommendations are provided for levels of vibration that could result in damage to structures exposed to continuous vibration. 0.2 in/sec PPV is Caltrans' recommended vibration level where the risk of architectural damage could occur to normal dwelling houses (Caltrans 2020, Technical Advisory, Table 2).

Operation of construction equipment can cause ground vibrations that diminish in strength with distance from the source. Buildings founded on the soil in the vicinity of a construction site may be affected by these vibrations, with varying results ranging from no perceptible effects at the lowest levels, low rumbling sounds and perceptible vibrations at moderate levels, and slight damage at the highest levels. Typically ground vibration does not reach a level where it damages structures unless the structure is extremely fragile.

Maximum ground vibration levels would be associated with the potential use of large bulldozers during construction activities. According to FTA, vibration levels associated with large bulldozers are 0.089 in/sec PPV and 87 VdB at 25 feet. Vibration levels from large bulldozers could exceed Caltrans recommended level of 0.2 in/sec PPV with respect to the structural damage within 15 feet of large bulldozer activities (Caltrans 2020) and could

exceed FTA's maximum acceptable level of 80 VdB with respect to human response within 43 feet of large bulldozer activities (FTA 2006). The nearest existing structures to project construction areas include single-family residences located as close as approximately 60 feet from the property line to the north, and commercial structures located as close as approximately 75 feet east of the site, along S. Santa Cruz Avenue. Therefore, ground vibration levels from potential large bulldozer activities would not result in levels that could damage nearby structures or result in human disturbance. Project impacts associated with construction-related ground vibration and vibration noise would be less than significant.

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12.0 Wildfire Hazards

Information is this section is derived from the following sources, as well as sources noted herein:

- *Town of Los Gatos 2020 General Plan* (Town of Los Gatos 2011);
- *Town of Los Gatos 2020 General Plan Draft Environmental Impact Report* (Town of Los Gatos 2010);
- *Town of Los Gatos Emergency Operations Plan* (Town of Los Gatos 2015); and
- *Town of Los Gatos 2040 Background Report* (Town of Los Gatos 2019).

The Town of Los Gatos did not receive any comments regarding wildfire hazards in response to the notice of preparation.

12.1 Environmental Setting

The project site consists of approximately 10.84 acres of heavily vegetated hillside property and is located in the southwestern portion of Los Gatos. Site topography varies and includes slopes that average 24 percent but are as steep as 40 percent. The upslope (western) section of the parcel is undeveloped and consists primarily of native oak woodland with small, scattered patches of chaparral. The oak woodland is dominated by coast live oak and California bay. Semi-rural, single family residences are located north, south, east, and west of the property along with commercial uses to the east along S. Santa Cruz Avenue.

The project site is located in a very high fire hazards area, within a state-mandated Local Responsibility Area (LRA) (Town of Los Gatos 2011, Figure SAF-3, "Wildland-Urban Interface Fire Area"). Figure 12-1, Fire Hazard Severity Zones, presents the project site within the context of very high fire hazard areas as identified in the Town's General Plan.

The wildfire risk in Los Gatos and in the Santa Cruz Mountains above it to the south and west is seasonal in nature. Because of the types of vegetation and typically high moisture content this risk is usually small. Wind patterns in the Santa Clara Valley are influenced greatly by terrain, resulting in a prevailing wind flow roughly parallel to the Valley's northwest-southeast axis. However, during years of drought there are occasions when winds blowing east to west dry out the hillsides and cause wildfire concerns (Town of Los Gatos

2010). The Lexington Fire in 1985, which burned 42 buildings and 13,000 acres, the 1997 Cats Fire that threatened downtown and burned 15 acres immediately south of the project site, the Stevens Canyon Fire in 2007 and the Summit Fire of June 2008 are examples of fires that do threaten the area (Town of Los Gatos 2015). The 2020 CZU August Lighting Fire burned over 86,500 acres in the Santa Cruz Mountains and its eastern perimeter was located approximately 10.25 miles southwest of the project site (InciWeb 2020).

12.2 REGULATORY SETTING

Section 3.0, Environmental Setting includes a consistency evaluation of the relevant environmental policies of the *Town of Los Gatos 2020 General Plan*, the *Los Gatos Sustainability Plan*, and the *Los Gatos Hillside Specific Plan*. In addition to those relevant policies, the following regulations may also apply to the proposed project.

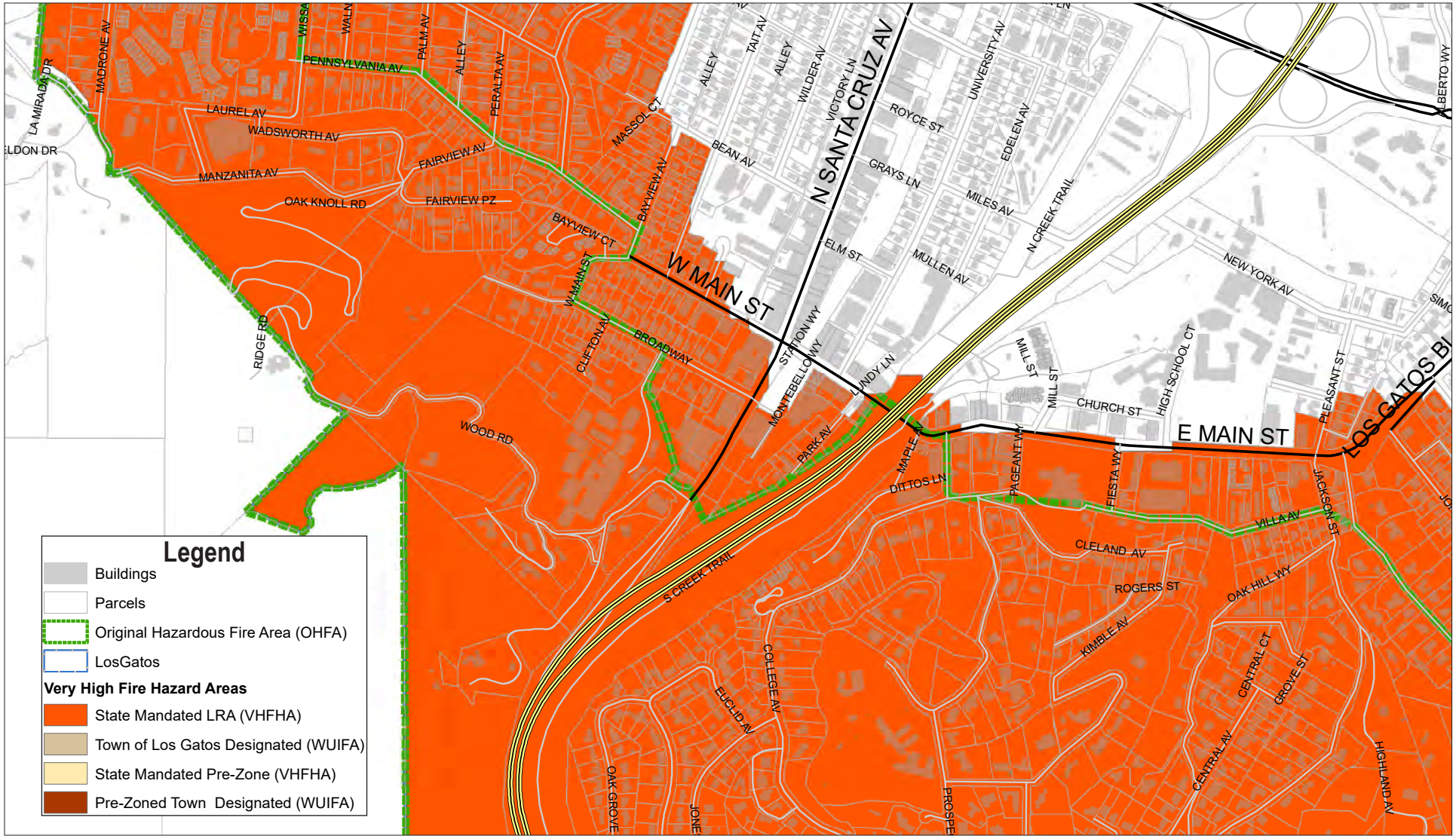
State

California Building Code

The California Building Standards Code (CBC) (California Code of Regulations, Title 24) provides minimum standards for the design and construction of buildings and structures in California. Minimum standards are organized under Part 1 to 12 and include code standards for buildings, mechanical, plumbing, energy, historical buildings, fire safety, and green building standards. State law mandates that local government enforce these regulations, or local ordinances, with qualified reasonably necessary and generally more restrictive building standards than provided in the CBC. Title 24 is applicable to all occupancies, or structures, throughout California, whether or not the local government takes an affirmative action to adopt Title 24.

California Fire Code

The California Fire Code (CFC) is Chapter 9 of Title 24 of the California Code of Regulations (CCR). It was created by the California Building Standards Commission and is based on the International Fire Code created by the International Code Council. It is the primary means for authorizing and enforcing procedures and mechanisms to ensure the safe handling and storage of any substance that may pose a threat to public health and safety. The CFC regulates the use, handling, and storage requirements for hazardous materials at fixed facilities. The CFC and the California Building Code use a hazards classification system to determine what protective measures are required to protect fire and life safety. These measures may include construction standards, separations from property lines, and specialized equipment. To ensure that these safety measures are met, the CFC employs a permit system based on hazard classification. The CFC is updated every three years and was most recently updated in 2019.



Source:

Figure 12-1
Fire Hazard Severity Zones

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CFC Chapter 49 provides minimum standards to increase building resistance to the intrusion of flame or burning embers projected by a vegetation fire and identifies performance and prescriptive requirements. Section 4906 provides hazardous vegetation fuel management requirements for buildings and structures located on land in a Very High Fire Hazard Severity Zone (VHFHSZ) in Local Responsibility Areas (LRAs) and land in a Moderate Fire Hazard Severity Zone (MFHSZ), High Fire Hazard Severity Zone (HFHSZ), or VHFHSZ in State Responsibility Areas (SRAs). In addition, Section 4907 requires the local entity with jurisdictional authority over areas designated VHFHSZ in LRAs to maintain defensible space near buildings and structures.

County and Local

Santa Clara County Operational Area Hazard Mitigation Plan (2017)

The Santa Clara County Local Planning Team with representatives from the Town of Los Gatos identified 25 possible hazard threats within the county boundary. Santa Clara County's Office of Emergency Services is collaborating with incorporated cities to update the countywide local hazard mitigation plan. This plan outlines mechanisms for increasing the county's resiliency to natural hazard events, including wildfire.

Santa Clara County Hazardous Brush Abatement Program

The Santa Clara County Fire Department manages and implements a hazardous brush abatement program for hillside areas within its jurisdictional boundaries including the Town of Los Gatos. In January of each year, homeowners are reminded that they must remove native brush and vegetation from around their home to create defensible space. The brush abatement program entails inspections of hillside properties by fire crews beginning early April each year. If properties are found to not be in compliance with the regulations found in the California Fire Code relative to vegetation clearance, they are given notice of the violation. If compliance is still not achieved by approximately the end of June each year, a contractor is authorized to perform the necessary work. The costs associated with the abatement work are then placed on the property tax bill for that parcel (Santa Clara County Fire Department 2021).

Town of Los Gatos Emergency Operations Plan (2015)

The Emergency Operational Plan (EOP) for the Town of Los Gatos is a joint effort between the Town of Los Gatos and the Santa Clara County Fire Department. The Santa Clara County Fire Department promotes a regional approach to the service provided. Emergency management staff from the Santa Clara County Fire Department have developed the Emergency Operations Plans for the cities of Campbell, Cupertino, Monte Sereno, Saratoga, and the Town of Los Gatos. By doing so all of the emergency plans of the West Valley cities have a common format and inasmuch as possible standardized procedures and protocols.

This approach ensures compliance with planning requirements and mandates. By planning this way, the partnered cities are able to participate in joint training programs, conduct joint exercises, and manage disasters with the same approach.

The Town of Los Gatos' responsibility within the framework of the EOP is to decide when this plan and the Emergency Operations Center will be activated, coordinate volunteer response efforts, deploy personnel and resources to address disaster caused needs, issue emergency proclamations when needed, and coordinate response and recovery efforts with the County Emergency Operations Center. Town Council members will approve emergency proclamations, maintain public contact, conduct interviews in conjunction with the Public Information Officer, and utilize political connections with their counterparts at the State and Federal levels to ensure response and recovery processes are followed and sustained (Town of Los Gatos 2015).

Town of Los Gatos Code Chapter 9 (Fire Prevention and Protection)

The Town Code sets forth provisions and requirements for fire prevention and protection systems for all new buildings through adoption of the 2019 California Fire Code and 2018 International Fire Code. The Town Code also sets requirements for Wildland-Urban Interface Fire Areas (Chapter 49 of the 2019 California Fire Code) and sets requirements for maintenance of defensible space including maintaining 100 feet from each side, from the front, and rear of any building or structure, maintaining overhanging tree limbs and shrubs, removing combustible vegetation and clearing areas along fire apparatus access roads and driveways.

Town of Los Gatos Roadside Vegetation Management Plan (2020)

The Town of Los Gatos Roadway Vegetation Management Plan (vegetation management plan), adopted in 2020, requires removing hazardous vegetation and creating defensible space around approximately 31.09 miles of Town-owned hillside roadways that have been identified by the Town and Town residents as roadways of high concern. These Town-owned roadways include evacuation routes and other collector, neighborhood, and hillside collector roads that are located within the wildland urban interface (WUI) and/or are have been identified by the Town and Town residents as having inadequate access for emergency response during a wildfire. Under the plan, work will focus on removing roadside vegetation to create a clear space that is 20 feet wide and 13 feet, 6 inches above roadways, as well as clearance of non-fire-resistant vegetation within 10 feet of the roads. Clearing these areas will not only improve emergency vehicle access and evacuation safety, but will also reduce the amount of heat that evacuating residents might be exposed to during a fire, improve visibility, and expand the usable width of roadways on narrow hillside streets.

The Town has identified three priority levels of roadways where vegetation management for fire safety is of utmost concern. These levels are based on Vegetation Management Action Levels (VMAL) which are defined by the amount of vegetation encroachment into and along the edges of the roadway. In the vegetation management plan, Wood Road is identified as "VMAL 2" which is identified as moderate encroachment of roadside vegetation; some areas of dense native woodland as in VMAL1; additional areas of native scrub vegetation on open hillsides with non-native annual grasses, and pockets of dense flammable non-native invasive vegetation (e.g., acacia, broom) in the understory on hillslopes adjacent to roadways." Wood Road is further identified as a "Priority Level 1," an evacuation route, and is essential to ensuring emergency vehicles can access locations along these roads and ensuring the safety of residents as they evacuate in the event of a wildfire (Town of Los Gatos 2020).

12.3 THRESHOLDS OR STANDARDS OF SIGNIFICANCE

CEQA Guidelines Appendix G is a sample initial study checklist that includes a number of factual inquiries related to the subject of wildfire, as it does on a whole series of additional topics. Lead agencies are under no obligation to use these inquiries in fashioning thresholds of significance on the subject of public services impacts, or on any subject addressed in the checklist. Rather, with few exceptions, CEQA grants agencies discretion to develop their own thresholds of significance. Even so, it is a common practice for lead agencies to take the language from the inquiries set forth in Appendix G and to use that language in fashioning thresholds. The Town of Los Gatos has done so here. Therefore, for purposes of this EIR, a significant impact would occur if implementation of the proposed project (if located in or near state responsibility areas or lands classified as very high fire hazard severity zones) would:

- Substantially impair an adopted emergency response plan or emergency evacuation plan;
- Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire;
- Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment; and
- Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.

In addition, CEQA Guidelines Appendix G includes a question under "IX. Hazards and Hazardous Materials," which states a project would result in a significant impact if it would:

- Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

12.4 Analysis, Impacts, and Mitigation Measures

This section includes information and data regarding wildfire that are relevant to the proposed project based on the threshold of significance described above. The information and data are used as a basis for determining impact significance and for the mitigation measures.

Compatibility with Adopted Emergency Response and Evacuation Plans

IMPACT 12-1	**The Proposed Project Would Result in Short-Term Construction-Related Traffic Activity That Has the Potential to Impair an Adopted Emergency Response Plan or Emergency Evacuation Plan**	**Less-than-Significant Impact with Mitigation**

As noted previously, the Town of Los Gatos has, in conjunction with the County of Santa Clara and several other neighboring cities, an adopted EOP, which comprises, along with the 2017 *Santa Clara County Operational Area Hazard Mitigation Plan*, the entirety of emergency planning activities that governs emergency response and evacuation on and around the project site. Implementation of the proposed project would not interfere with an adopted emergency response or evacuation plan, but construction activities associated with the proposed project could result in short-term, temporary impacts on street traffic because of roadway improvements and potential extension of construction activities into the right-of-way. This could result in a reduction in the number of lanes or temporary closure of certain roadway segments near the project site. While any such impacts would be limited to the construction period and would affect only adjacent streets or intersections, the impact would be potentially significant. Implementation of the following mitigation measure would reduce this impact to a less-than-significant level.

Mitigation Measure

12-1 In order to adequately address any potential conflicts with emergency access or evacuation routes during construction, the applicant shall prepare and implement a site-specific construction traffic management plan for any construction effort that would require work within existing roadways. The traffic management plan

shall be prepared and submitted to the Town prior to issuance of demolition permit(s) and shall be prepared to the satisfaction of Town Public Works and County Fire Department staff.

Preparation and implementation of a construction traffic management plan, as required by Mitigation Measure 12-1, would adequately address any potential conflicts with emergency access or evacuation routes during construction by communicating proposed lane and road closures to first responders and allowing first responders to plan accordingly to ensure that emergency response times are met and maintain adequate emergency access. As a result, with mitigation this impact would be less than significant.

Exposure to Pollutant Concentrations from a Wildfire

IMPACT 12-2	**The Proposed Project Could, Due to Slope, Prevailing Winds, and Other Factors Exacerbate Wildfire Risks, and Thereby Expose Project Occupants to Pollutant Concentrations from a Wildfire or the Uncontrolled Spread of a Wildfire.**	**Less than Significant**

The project site and much of the surrounding area is mapped as a very high fire hazard severity zone in either a LRA or SRA (CAL FIRE 2008). The project site sits on a heavily wooded hillside with slopes that average 24 percent but are as steep as 40 percent. Prevailing winds flow roughly parallel to the Santa Clara Valley's northwest-southeast axis. The project sits at the far western edge of Santa Clara Valley. The upslope (western) section of the project site features native oak woodland with small, scattered patches of chaparral. The oak woodland is dominated by coast live oak and California bay. In addition, a drainage descends form the upslope oak woodland and flows towards the project site though only during rain events and flows to existing storm drain lines to Wood Road.

The proposed senior living community would involve indoor activities, and outdoor activities would be limited to vehicles driving on paved surfaces and people walking on paved surfaces and landscaped areas. The proposed senior living community buildings would be constructed of fire-resistant materials, including stone tiles, metal and concrete panel siding, brush stainless steel window frames, railings, and secondary structures, and standing seam metal roofing (see Sheet A204 of the project plans found in Appendix B for additional material descriptions), in compliance with Chapter 7A of the California Building Code (CBC) which specifies the building materials, systems and/or assemblies that must be used in the exterior design and construction of new buildings located within a Fire Hazards Severity Zone. The proposed project would be required to adhere to all fire prevention and protection requirements and regulations including Chapter 9 (Fire Prevention and Protection) of the Town Code and applicable sections of the California Fire Code, including requirements for the maintenance of defensible space around the buildings on the property. Compliance with these regulations would reduce the potential of the structures on the

project site to catch fire during a wildfire, which in turn would reduce wildfire risk. In addition, as discussed in Section D.9, Hazards and Hazardous Materials, of the initial study, the transport, storage, and use of hazardous materials, including flammable materials, on the project site would be required to comply with existing State and local regulations as enforced by the Santa Clara County Environmental Health Department. This would minimize the potential for the occurrence of a fire due to improper handling of flammable materials.

The Santa Clara County Fire Department has reviewed the proposed project and identified significant wildfire hazards particular to this site. The County Fire Department provided conditions of approval regarding fire flow, vegetation and fuel modification, and sprinkler and fire alarm requirements, which are to be incorporated into the permit approvals. Based on the Fire Department's review, the implementation of the conditions of approval would provide a sufficient fire protection system. Therefore, compliance with local and State requirements related to wildfires would reduce the potential of the proposed project to exacerbate wildfire risks and thereby expose project occupants to wildfire pollutants or the uncontrolled spread of a wildfire to a less-than-significant level.

Installation or Maintenance of Associated Infrastructure That May Exacerbate Fire Risk

IMPACT 12-3	**The Project Would Not Require the Installation or Maintenance of Associated Infrastructure (such as Roads, Fuel Breaks, Emergency Water Sources, Power Lines or Other Utilities) that May Exacerbate Fire Risk or That May Result in Temporary or Ongoing Impacts to The Environment.**	**No Impact**

The project site would be accessible via the existing 22-foot-wide Wood Road and a new 20-foot-wide secondary access (Farwell Lane) which is accessed at both the west and eastern boundaries of the facilities and connects to Broadway to the north of the site. Project plans show full fire access circulation around building perimeter. Additional bump-outs and widening lanes to 26 feet have been included as well (see sheets C108.1, C108.2, and C108.3). In addition, a new fire engine turn-around is proposed at the western edge of the property along the dedicated fire access road to provide adequate turn radius for County Fire Department equipment in case of emergency.

The project site is currently served by at least two fire hydrants located along Wood Road and new fire hydrants are proposed near the entrance to Villa H and Villa B, outside Villa D at the north end of the project site, and at the western edge of the project site near Villa E. Hydrant spacing has been dimensioned on sheet C108 and meets the 500-foot maximum as required by the County Fire Department and the California Fire Code. An additional Preliminary Hose Pull Plan has been broken out with dimensions to show all exterior parts of buildings are within 600 feet of a fire hydrant (see sheet C109). The water line serving the

fire hydrants are shown on sheet C106. A revised fire flow analysis was provided by San Jose Water for the existing fire hydrant across Wood Road east of the project site. The revised fire flow analysis shows a gallons per minute of 650 at 20 pounds per square inch which is below the required 1,500 gallons per minute at 20 pounds per square inch as required in the California Fire Code. This will necessitate improvements to fire flow systems at this fire hydrant to ensure adequate fire-fighting capabilities at and around the project site. These improvements to fire flow will be implemented through conditions of approval through the Santa Clara County Fire Department.

These required infrastructure improvements are intended to enhance and improve the firefighting capabilities of County Fire personnel on and around the project and would not result in additional infrastructure that could exacerbate fire risks or result in other impacts to the environment.

Exposure to Significant Risks as a Result of Runoff, Post-Fire Slope Instability, or Drainage Changes

IMPACT 12-4	**The Project Could Expose People or Structures to Significant Risks, including Downslope or Downstream Flooding or Landslides, as a Result of Runoff, Post-Fire Slope Instability, or Drainage Changes.**	**Less-than-Significant Impact with Mitigation**

As noted in Section 13.0, Effects Not Addressed Further in this EIR, the 2007 *Draft Preliminary Geologic and Geotechnical Evaluation for Los Gatos Meadows* prepared by Cornerstone Earth Group (Appendix F), the project site and surrounding areas are moderately steep to steep slope with slope inclination up to 40 degrees and noted that portions of the site are located within a State of California Earthquake-Induced Landslide Hazard Zone. However, the 2020 *Geotechnical Investigation and Geologic Hazards Evaluation* (geotechnical report) (Appendix F) also prepared by Cornerstone Earth Group, conducted site-specific subsurface explorations which revealed soil characteristics (alluvial fan deposits underlain by shallow bedrock) that would not suggest the existence of previous landslides through the project site. As noted in the geotechnical report, the proposed project would create relatively deep vertical, retained cuts into the terrace that encompass the developed portion of the site. Localized groundwater seepage may be encountered where the cuts intersect the bedrock surface and installing a network of subdrains and water proofing would address this. The geotechnical report also found the proposed grading plan for the project to be acceptable from a safety standpoint with the exception of a lower slope (below proposed structures) area that may experience a lack of stability with the existing alluvial fan deposit soils there. The geotechnical report recommends removal of these alluvial fan deposits at this location down to bedrock to be replaced by engineered fill. Compliance with this recommendation as

incorporated in Mitigation Measures 13-1 and 13-2 found in Section 13.0 of this EIR (under discussion of "Geology and Soils") would ensure this potentially significant impact would be reduced to a less-than-significant level.

The project site is located within a Federal Emergency Management Agency (FEMA) Flood Zone X, described as "areas of 0.2 percent annual chance flood hazard; areas of one percent annual chance flood with average depth less than one foot or with drainage areas of less than one square mile; and areas protected by levees from one percent annual chance flood" (FEMA 2021). However, as noted in the geotechnical report, the topographic characteristics of the project site and its location on a high hilltop far above any nearby bodies of water precludes it from being impacted by flooding from any stream sources or bodies of water. The nearest waterway is Los Gatos Creek, which is located about 0.20 miles southeast from the project site across State Route 17. At this distance and given the elevation of the project site, the project site is unlikely to experience any risk of flooding from this stream.
A drainage descends from the upslope oak woodland and flows towards the project site. These drainages are likely ephemeral and only flow during rain events. Water collecting within the drainage likely flows to existing storm drain lines that currently direct and store water within the development footprint, conveying storm water to the Wood Road storm water system. Currently, several catch basins collect surface runoff water from Wood Road and South Santa Cruz Avenue east of the property line (Cornerstone Earth Group 2020). The proposed project would ensure stormwater would be retained onsite through several bio-retention basins/planters (Kimley-Horn 2021). These bio-retention basins would be required to be constructed in compliance with Town Engineering requirements for stormwater retention facilities. Therefore, post-fire slope instability, increased runoff, or drainage changes in areas surrounding the project site would not expose people or structures at the project site to increased risk of flood or landslides. This impact would be less than significant.

Expose People or Structures to a Significant Risk of Loss, Injury or Death Involving Wildland Fires

IMPACT 12-5	**The Project Could Expose People or Structures to Significant Risks Associated with Wildland Fires**	**Less than Significant**

The proposed project is located in a very high fire hazards area. The project area is surrounded by forested hillsides and includes redevelopment of the site with a new senior living community to replace the existing, closed senior living facility. While the use of the project site would remain the same, due to the proximity of this new senior living community to forested hillsides, and because of the high fire severity zone rating of the area, the potential to expose people and structures to risk from wildland fires is high and could expose people or structures to significant risks associated with wildland fires.

The proposed project includes design features and infrastructure improvements that are discussed throughout this section help further reduce the overall risk of the project site to wildfire hazards. Conditions of approval and mitigation measures identified throughout this section further reduce risks associated with wildfire hazards and reduce potentially significant impacts to a less-than-significant level.

To further mitigate the existing fire safety issues, the applicant submitted a Tree Management Plan and request for Tree Removal Permit to the Town on September 26, 2019. The tree management recommendations are based on fire safety, sudden oak death, species invasiveness and tree risk. Phase 1 of the Tree Management Plan identified recommendations for removal of 44 trees based on the following criteria: (1) they disproportionately contribute to fire risk or are invasive and (2) based on their health, structure and condition, they do not contribute to site screening between properties. Fire risk and invasive trees are the most imminent risk for the site. Los Gatos Meadows has been closed, in part, due to fire risk. Limiting the spread of invasive species to other portions of the site and neighboring sites is time sensitive as well. Additionally, vegetation management and operational activities on the project site would be required to comply with defensible space requirements found in the Town Code to further reduce wildfire risk.

Each of the measures described above and proposed or already implemented by the applicant are intended to comply with both Santa Clara County Fire Department and California Fire Code requirements and improve overall fire-fighting capabilities of fire personnel on and around the project site. The Santa Clara County Fire Department has reviewed the project and provided conditions of approval regarding fire flow, vegetation and fuel modification, and sprinkler and fire alarm requirements, which are to be incorporated into the permit approval. Compliance with these conditions of approval would help further ensure the proposed project would not result in significant exposure of people or structures to wildland fire risk. Therefore, this impact would be less than significant.

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13.0
Effects Not Addressed Further in this EIR

As noted in Section 1.0, Introduction, this draft EIR focuses on the significant effects on the environment in accordance with CEQA Guidelines section 15143. The significant effects are discussed with emphasis in proportion to their severity and probability of occurrence. Effects dismissed in an initial study as clearly insignificant and unlikely to occur need not be discussed further in the EIR unless the lead agency subsequently receives information inconsistent with the finding in the initial study.

CEQA allows a lead agency to limit the detail of discussion of the environmental effects that are not considered potentially significant (PRC Section 21100, CCR Sections 15126.2[a] and 15128). Environmental issue areas scoped out of the EIR are listed below with a brief explanation of why a) there would not be an impact to these resource areas, b) there would be a less-than-significant impact, or c) there would be a less-than-significant level with mitigation, as detailed in the initial study prepared for this project (see Appendix A).

13.1 No Impact

Per the findings of the initial study prepared for the proposed project, no impacts were identified in the following areas:

- Agriculture and Forest Resources;
- Land Use and Planning;
- Mineral Resources;
- Population and Housing;
- Public Services;
- Recreation; and
- Utilities and Service Systems.

Refer to the initial study included in Appendix A for additional information for each of the environmental issues noted above.

13.2 LESS-THAN-SIGNIFICANT IMPACT

Hydrology and Water Quality

As noted in Section D.10, Hydrology and Water Quality, of the initial study, the State Water Resources Control Board has implemented a National Pollutant Discharge Elimination System (NPDES) Program to control and enforce storm water pollutant discharge reduction per the Clean Water Act. In accordance with the requirements of this program, the project applicant would be required to obtain a State NPDES Construction General Permit for redevelopment of the 10.84-acre project site.

Further, Section 22.30.035 of the Town Municipal Code outlines requirements for storm water management on new development and redevelopment projects. Every new development or redevelopment project is required to identify the potential for stormwater to be discharged from the project site following completion of construction activity and demonstrate that the plans, drawings, or specifications for such project include the installation of management techniques, practices, and control measures designed to mitigate the potential adverse impacts of storm water that may be discharged from the project site on an ongoing basis, including storm water treatment measures.

By complying with the Construction General Stormwater Permit and the Town's stormwater management requirements, the proposed project would not violate any water quality standards or degrade water quality and would not exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

Transportation

The *Los Gatos Meadows – Transportation Analysis* (dated January 21, 2020) was prepared for the proposed project by Kimley Horn, the applicant's consultant. TJKM, the Town's transportation consultant, conducted a peer review of the Kimley Horn analysis, which was documented in a memo dated November 24, 2020. Kimley Horn subsequently prepared a revised transportation analysis dated December 9, 2020, as well as a response to comments memo dated December 10, 2020. TJKM then provided further comments based on the revised traffic analysis dated December 14, 2020, concluding that the analysis was acceptable. All of these documents are included in Appendix A of the initial study, in chronologic order.

As detailed in Section D.17, Transportation, of the initial study, the proposed project was determined to not result in significant transportation impacts as the proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. In addition, a vehicle miles travelled (VMT) analysis was conducted both with and without the proposed autonomous vehicle alternative transportation solution. With autonomous vehicles, the proposed project would result in no transportation impact; without the autonomous vehicles, the proposed

project would result in a less-than-significant impact as the project would be projected to result in a net increase in 10 vehicle trips per day, which is considerably less than the screening threshold of 110 vehicle trips per day as established by the Office of Planning and Research 's *Technical Advisory on Evaluating Transportation Impacts in CEQA* (2018).

Additionally, the proposed project would not increase hazards due to a design feature or result in inadequate emergency access.

13.3 Impacts Reduced to a Less-Than-Significant Level with Mitigation

Geology and Soils

This section addresses potential impacts associated with geologic hazards. The applicant submitted *Draft Preliminary Geologic and Geotechnical Evaluation for Los Gatos Meadows*, prepared by Cornerstone Earth Group dated September 17, 2007, which was prepared for a previous owner/operator of the Los Gatos Meadows senior living community. In January 2020, the applicant submitted a *Geotechnical Investigation and Geologic Hazards Evaluation* (draft report) prepared by Cornerstone Earth Group, Inc., dated January 17, 2020; and *Phase I Environmental Site Assessment and Preliminary Soil Quality Evaluation*, also prepared by Cornerstone Earth Group, Inc., dated December 13, 2019, as part of the original application submittal. The Town's consulting geologist, Cotton, Shires and Associates, Inc. reviewed all previous geotechnical and soils reports and prepared a peer review letter dated November 25, 2020. This peer review letter recommended submittal of a signed and stamped, final draft of the geotechnical report with clarifications, supplemental laboratory testing, and associated supplemental analysis results. The applicant then submitted a final version of *Geotechnical Investigation and Geotechnical Evaluation* (geotechnical report), prepared by Cornerstone Earth Group, Inc., dated December 30, 2020, in January 2021. A final peer review was prepared by Cotton, Shires and Associates, Inc., dated February 24, 2021, and concluded that that the geotechnical design recommendations contained in the December 2020 geotechnical report appear to be generally consistent with the prevailing standard of practice in the area. All previous and current geotechnical and soils reports along with peer review letters are included in Appendix F. The Town did not receive any responses to the notice of preparation regarding geologic hazards.

The geotechnical report noted several potential geologic impacts that are to be addressed through several design recommendations for the proposed project. These recommendations include, but are not limited to, providing a 25-foot setback from a mapped surface trace of a fault along the eastern edge of the property; underlaying the foundation by ground improvement or deepening the foundation to bedrock to avoid soil instability; removing alluvial fan deposits down to bedrock and replacing with engineering fill along the proposed

retaining wall along the eastside of Farwell Lane for a minimum of 15 feet; removing and replacing all undocumented fill; and designing for sufficient reinforcement for slabs-on-grade. Implementation of the following mitigation measures, as articulated in the February 2021 geotechnical peer review conducted by the Town's geotechnical consultant, would ensure potential geologic impacts are reduced to a less-than-significant level.

Mitigation Measures

13-1 The applicant's geotechnical consultant shall review and approve all geotechnical aspects of the development plans, ground improvement plans, shoring design criteria from a geotechnical perspective, and supporting structural details and calculations (i.e., site preparation and grading, site drainage improvements and design parameters for foundations, etc.,) to ensure that their recommendations have been properly incorporated. The project geotechnical consultant should review and approve appropriate performance testing for proposed ground improvement measures.

The results of the geotechnical plan review should be summarized by the project geotechnical consultant in a letter and submitted to the Town Engineer prior to issuance of building permits.

13-2 The geotechnical consultant shall inspect, test and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to:

- Site preparation and grading;
- Ground improvement;
- Shoring measures and design;
- Site surface and subsurface drainage improvements; and
- Excavations for foundations prior to placement of steel and concrete.

In addition, the project engineering geologist shall inspect opened excavations to confirm bedrock conditions are consistent with those anticipated.

The results of these inspections and the as-built conditions of the project, including ground improvement measures and placement of engineered fill, should be described by the geotechnical consultant in a letter and submitted to the Town Engineer for review and approval prior to final (as-built) project approval.

Specialty/design-build consultants and contractors (shoring, ground improvement, etc.) shall also submit construction reports confirming satisfactory construction of the specific aspects of the project that they are responsible for.

Hazards and Hazardous Materials

As noted in Section D.9, Hazards and Hazardous Materials, in the initial study prepared for the proposed project, *Phase I Environmental Site Assessment and Preliminary Soil Quality Evaluation* ("environmental site assessment") was prepared for the proposed project by Cornerstone Earth Group, Inc., dated December 13, 2019 (included as part of Appendix G). This environmental site assessment identifies, to the extent feasible, the presence or likely presence of any hazardous substances in and around the project site. The proposed project includes demolition of the existing senior living community that was constructed in 1971. Based on the age of the existing structures, building materials may contain asbestos. Airborne asbestos fibers pose a serious health threat and the demolition, renovation, or removal of asbestos-containing building materials could result in exposure to these materials. If the existing on-site buildings contain asbestos, demolition could result in the release of asbestos into the air. This is a potentially significant impact.

According to the environmental site assessment, lead-based paint was banned in 1978. The existing senior community was constructed prior to 1978; therefore, lead-based paint may be present in the existing structures on the project site. Lead is a known carcinogen and its release during grading or other ground disturbing activities could pose hazards to public health and safety. This is a potentially significant impact.

Implementation of the following mitigation measure would ensure potential impacts from the release of asbestos and lead-based paint into the environment as a result of demolition activities are reduced to a less-than-significant level.

Mitigation Measure

13-3 The applicant shall consult with Bay Area Air Quality Management District to determine permit requirements. Removal of asbestos-containing building materials is subject to Bay Area Air Quality Management District's Regulation 11, Rule 2: Asbestos Demolition, Renovation and Manufacturing. Release of lead into the atmosphere is subject to Bay Area Air Quality Management District's Regulation 11, Rule 1: Lead.

Prior to the commencement of demolition activities on the site, the applicant shall provide evidence of meeting the permitting requirements of the Bay Area Air Quality Management District, to the satisfaction of the Town of Los Gatos Community Development Department.

Exposure to wildland fire risk as a result of the proposed project is addressed in Section 12.0, Wildfire Hazards, of this draft EIR.

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14.0 Growth Inducing Impacts

14.1 CEQA Requirements

Public Resources Code Section 21100(b) (5) and CEQA Guidelines Section 15126.2(d) require a discussion in the EIR of the growth-inducing impacts of a proposed project. The EIR must discuss the ways in which the project may directly or indirectly foster economic or population growth or additional housing in the surrounding environment, remove obstacles to growth, tax existing community services facilities, or encourage or facilitate other activities that cause significant environmental effects, either individually or cumulatively. Direct growth-inducing impacts result when the development associated with a project directly induces population growth or the construction of other development within the same geographic area.

The analysis of potential growth-inducing impacts includes a determination of whether a project would remove physical obstacles to population growth. This often occurs with the extension of infrastructure facilities that can provide services to new development. In addition to direct growth-inducing impacts, an EIR must also discuss growth-inducing effects that will result indirectly from the project, by serving as catalysts for future unrelated development in an area. Development of public institutions and the introduction of employment opportunities within the same geographic area are examples of projects that may result in growth-inducing impacts.

An EIR's discussion of growth-inducing effects should not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment. An EIR is required to discuss the ways in which the proposed project could foster growth.

14.2 Thresholds of Significance

CEQA Guidelines Appendix G indicates that a project may have significant growth-inducing impacts if the project would induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure).

14.3 GROWTH INDUCING IMPACT ANALYSIS

The approval of the proposed project would not represent a new commitment of land for development. Development of the project site for residential uses, in the form of a senior living community, has been envisioned by the Town since at least 1968, as the project site has a General Plan land use designation of Medium Density Residential and a zoning designation allowing for "Residential Planned Development (R:PD)," as proposed by the project. The General Plan land use designation of Medium Density Residential allows for a maximum density of 12 dwelling units per acre. However, consistent with density bonus laws in California, General Plan Action HOU-1.3 provides up to a 100 percent density bonus for developments that include housing for the elderly. The project proposes a density of 16 dwelling units per acre, which is within the maximum allowed for the site under the existing General Plan land use designation and PD permit conditions. The existing site and surrounding vicinity are located within Town limits and adjacent areas are developed with hillside residential uses as well as commercial development to the east along South Santa Cruz Avenue. Roads and water infrastructure already exist on the project site.

The proposed project's utility infrastructure would be sized to accommodate the proposed project only. The proposed project's infrastructure would not be sized to accommodate additional growth outside of the project site. Adjacent open space areas, Town General Plan land use designations, and Town limits will prevent any significant expansion beyond the project site. Construction and implementation of the proposed project would not remove physical obstacles to population growth. Therefore, the proposed project would not represent direct or in-direct growth-inducing impacts.

15.0 Cumulative Impacts

15.1 CEQA Requirements

CEQA Guidelines Section 15130 requires a discussion of cumulative impacts when the project's incremental effect is cumulatively considerable, as defined in section 15065(a)(3), which states, "The project has possible environmental effects that are individually limited but cumulative considerable. Cumulatively considerable means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."

Where a lead agency is examining a project with an incremental effect that is not "cumulatively considerable," a lead agency need not consider that effect significant, but shall briefly describe its basis for concluding that the incremental effect is not cumulative considerable. A cumulative impact consists of an impact that is created as a result of the combination of the project evaluated in the EIR together with other projects causing related impacts. An EIR should not discuss impacts that do not result in part from the project evaluated in the EIR. When the combined cumulative impacts associated with the project's incremental effect and the effects of other projects is not significant, the EIR shall briefly indicate why the cumulative impact is not significant and is not discussed in further detail in the EIR. A lead agency shall identify facts and analysis supporting its conclusion that the cumulative impact is less than significant.

A lead agency may determine that a project's contribution to a significant cumulative impact will be rendered less than cumulatively considerable and therefore, is not significant. A project's contribution is less than cumulatively considerable if the project is required to implement or fund its fair share of a mitigation measure or measures designed to alleviate the cumulative impact. The lead agency shall identify facts and analysis supporting its conclusion that the contribution will be rendered less than cumulatively considerable.

The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone. The discussion should be guided by the standards of practicality and reasonableness and should focus on the cumulative impact to which the other identified projects contribute rather than the attributes of other projects which do not contribute to the cumulative impact.

CEQA requires a cumulative development scenario to consist of either a list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the agency, or, a summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document which has been adopted or certified, which described or evaluated regional or area-wide conditions contributing to the cumulative impact.

15.2 CUMULATIVE DEVELOPMENT SCENARIO

Geographic Scope

The geographic scope of the area affected by cumulative impacts can vary with the specific environmental topic being evaluated. Generally, the geographic scope of the area affected by cumulative projects impacts is larger than the boundary of the project site itself, which encompasses 6,216 acres within the Town limits and 5,260 acres outside the Town limits, for a total of 11,476 acres (Town of Los Gatos 2011, pages LU-6 to 7). For purposes of analyzing cumulative projects impacts, the geographic scope of the area affected ranges from development within the Town of Los Gatos to much broader areas such as Santa Clara County or the air basin. For example, aesthetic impacts are evaluated within the context of buildout of the Los Gatos General Plan; the entire air basin is the geographic boundary used in the cumulative air quality analysis; and the proposed project effect on climate change is evaluated at a state scale. Identification of the geographic scope is included in each cumulative impact discussion, and is summarized in Table 15-1, Cumulative Impact Analysis Geographic Scope.

Plans Projections and Projects Contributing to Cumulative Development Conditions in the Town

As allowed by CEQA Guidelines section 15130 (b)(1)(B), this EIR includes a summary of projections contained in the Town of Los Gatos 2020 General Plan to form the cumulative projects scenario; i.e., build-out of the General Plan. The General Plan provides an estimate of about 1,600 new residential units, 419,000 square feet of new retail, 516,000 square feet of new office, and 8,000 square feet of new industrial uses through 2020 within the Town limits and sphere of influence.

A summary of the impacts discussed in the General Plan EIR is presented and is supplemented by new data regarding development projections and impacts, as appropriate. For each topic area, an evaluation and determination as to whether the proposed project's impacts are cumulatively considerable is presented.

Table 15-1 Cumulative Impact Analysis Geographic Scope

Resource Area	Geographic Area
Aesthetics	Los Gatos General Plan Buildout
Air Quality	Los Gatos General Plan Buildout
Biological Resources	Los Gatos General Plan Buildout and Santa Clara Valley Region
Cultural, Paleontological, and Tribal Resources	Los Gatos General Plan Buildout
Energy	State of California
Geology and Soils	Los Gatos General Plan Buildout
Greenhouse Gases	State of California
Hazards and Hazardous Materials	Los Gatos General Plan Buildout
Hydrology and Water Quality	Los Gatos General Plan Buildout
Noise	Los Gatos General Plan Buildout
Transportation	Los Gatos General Plan Buildout
Wildfire Hazards	Los Gatos General Plan Buildout

SOURCE: EMC Planning Group 2021

15.3 CUMULATIVE ANALYSIS

The following sections include an evaluation of the cumulative scenario's impacts, and addresses whether the proposed project's contribution is considerable.

Aesthetics

Proposed Project Impact Summary

Aesthetic impacts are discussed in Section 5.0, Aesthetics. The proposed project would result in the following aesthetic impacts:

- Impact 5-1. The proposed project would have an effect on a scenic vista (less than significant);
- Impact 5-3. The proposed project would alter the existing visual character or quality of the site and its surroundings but would not conflict with applicable zoning and other regulations governing scenic quality (less than significant); and
- Impact 5-4. The proposed project would introduce new sources of light or glare (less than significant).

Geographic Scope

The geographic scope for aesthetics impacts of the proposed project is the buildout of the Town General Plan.

Cumulative Impacts

The General Plan EIR concluded that build-out of the General Plan would result in less-than-significant aesthetic impacts (Town of Los Gatos 2010), with implementation of the General Plan goals, policies, and actions. Build-out of the General Plan would not result in cumulative aesthetics impacts due to design criteria and policies included in the General Plan, *Hillside Development Standards and Guidelines*, and *Hillside Specific Plan* requirements, and zoning standards contained in the Town Code.

Project Contribution to Cumulative Impacts

No significant aesthetic impacts were identified for the proposed project and cumulative aesthetic impacts were determined to be less than significant in the General Plan. Therefore, the proposed project contribution to cumulative projects' aesthetic impacts would be less than cumulatively considerable.

Air Quality

Proposed Project Impact Summary

Air quality impacts are discussed in Section 6.0, Air Quality. The proposed project would result in the following air quality impacts:

- Impact 6-2. Criteria air pollutant emissions during project construction would degrade air quality, but would not exceed the air district thresholds (less than significant);
- Impact 6-3. Criteria air pollutant emissions during project operations would degrade air quality (less than significant);
- Impact 6-5. Construction activity would expose sensitive receptors to toxic air contaminants (less than significant with mitigation); and
- Impact 6-6. Construction of the proposed project would generate odors that could affect sensitive receptors (less than significant).

Cumulative Impacts

Construction Impacts – Criteria Air Pollutants

New emissions would be generated from construction activities associated with development allowed under the 2020 General Plan. Varying amounts of construction would likely occur over time until buildout of the 2020 General Plan is achieved. Construction-related emissions would result from excavation, grading, demolition, vehicle travel on paved and unpaved surfaces and vehicle and equipment exhaust. Individual projects would vary in

size and have the potential to generate significant construction emissions. BAAQMD emphasizes the implementation of effective and comprehensive control measures rather than detailed quantification of construction emissions. BAAQMD has identified a set of feasible particulate matter control measures for construction activities.

Operational Impacts – Criteria Air Pollutants

The General Plan EIR concluded that build-out of the General Plan would be inconsistent with applicable clean air planning efforts of the air district, as projected vehicle miles traveled that could occur under the General Plan would increase at a greater rate than population growth. The General Plan includes extensive goals, policies, and actions that aim to reduce vehicle reliance and vehicle miles travelled within the Town. However, the projected growth in vehicle travel could still lead to an increase in regional vehicle miles travelled beyond that anticipated in the then-current clean air plan. As a result, development in Los Gatos consistent with the General Plan would contribute to the on-going violations of ozone ambient air quality standards in the air basin (Town of Los Gatos 2010). Therefore, buildout of the General Plan would result in a significant cumulative impact on air quality.

Toxic Air Contaminants and Sensitive Receptors

The General Plan EIR concluded that operations associated with buildout of the General Plan would result in less-than-significant impacts associated with toxic air contaminants (TAC) on sensitive receptors. The General Plan EIR did not include an evaluation of construction-related TAC from buildout of the General Plan.

Project Contribution to Cumulative Impacts

Construction Impacts – Criteria Air Pollutants

Construction of the proposed project would result in criteria air pollutants, but the volumes would be significantly below the air district's threshold (Table 6-6) in Section 6.0. Therefore, the proposed project's contribution to cumulative project criteria air pollutants during construction activities would not be considerable.

Operational Impacts – Criteria Air Pollutants

In developing thresholds of significance for air pollutants, the air district considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions (Bay Area Air Quality Management District 2017). The proposed project operations would result in fewer operational criteria pollutant emissions than the existing facility, resulting in a beneficial impact over baseline conditions. Refer to the detailed discussion in Section 6.0, Air Quality. Therefore, the proposed project would not contribute to the cumulative operational air quality impacts of General Plan buildout.

Toxic Air Contaminants and Sensitive Receptors

The HRA concluded that cumulative community health risks would be less than cumulatively considerable. The cumulative community risk impacts at the MEI are summarized in Table 15-2, Cumulative Heath Risks at Construction MEIs.

Table 15-2 Cumulative Health Risks at Construction MEIs

Source	Cancer Risk (per million)	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)	Hazard Index
Project Construction (Mitigated)[1,2]	3.70 (infant/child)	<0.3	0.06
State Route 17 (80,000 ADT)	13.84	0.262	<0.01
Santa Cruz Avenue (6,800 ADT)	1.26	0.024	<0.01
No permitted sources within 1000 feet	0	0	0
Cumulative (Mitigated)[2]	18.80	<0.586	<1.0
Air District Cumulative-Source Threshold	100.0	0.80	10.0
Exceeds Thresholds? (Mitigated)	*No*	*No*	*No*

SOURCE: EMC Planning Group 2021.
NOTES:
1. Results have been rounded, and may, therefore, vary slightly.
2. Includes reductions due to use of Tier III diesel engines and alternative fuels in other construction equipment (Mitigation Measure AQ-2).

Table 15-1 shows the mitigated health risk for cumulative sources. The resulting mitigated cumulative cancer risk is 18.80 per million, a $PM_{2.5}$ concentration of less than 0.3 $\mu g/m^3$, and a hazard index less than 1.0. The project's contribution to community health risks would not exceed the air district's cumulative thresholds and are less than cumulatively considerable.

Biological Resources

Proposed Project Impact Summary

Biological resource impacts are discussed in Section 7.0, Biological Resources. The proposed project would result in the following biological resource impacts:

- Impact 7-2. Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat) (less than significant with mitigation);
- Impact 7-3. Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat) (less than significant with mitigation);
- Impact 7-4. Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds) (less than significant with mitigation);
- Impact 7-5. Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage) (less than significant with mitigation);

- Impact 7-6. Damage or Removal of Regulated Trees (less than significant with mitigation);
- Impact 7-7. Interference with Movement of Wildlife Species or with Established Wildlife Corridors (less than significant); and
- Impact 7-8. Effect on Sensitive Natural Communities (less-than-significant with mitigation).

Geographic Scope

The geographic distribution ranges for special-status species vary greatly depending largely on environmental factors such as habitat suitability criteria (e.g., some species may only occur locally while others may range throughout large geographic areas such as the western U.S.). For the purposes of cumulative analysis for special status species and other biological resources, including jurisdictional wetlands and waterways, the geographic boundary for cumulative impacts is generally defined as the Santa Clara Valley region, particularly the Los Gatos General Plan growth boundary and immediate vicinity. An analysis at this level is considered adequate for determining whether impacts could affect the sustainability of special status species and their habitats. Within this area, regulatory agencies and conservation organizations including U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and California Native Plant Society, work to establish and update critical distribution range information for species thought to be declining within their geographic ranges due to habitat loss and degradation.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts to candidate, sensitive, and special-status species, riparian and sensitive natural communities, protected wetlands, and wildlife corridors and nursery sites. The EIR concluded that build-out of the General Plan would not result in significant cumulative impacts to biological resources (Town of Los Gatos 2010), with implementation of the applicable goals, policies, and actions in the General Plan.

Project Contribution to Cumulative Impacts

This EIR addresses all of the issues identified in the General Plan EIR, and implements the applicable goals, policies, and actions in the General Plan. All of the proposed project's biological impacts (potential loss or reduction of the following: sensitive plant species, San Francisco dusky-footed woodrat, pallid bat and Townsend's big-eared bat, protected nesting birds, and regulated trees) would be mitigated to a less-than-significant level with the implementation of the mitigation measures presented in Section 7.0, Biological Resources. Therefore, as mitigated, the proposed project impacts on biological resources would not be cumulatively considerable.

Cultural, Paleontological, and Tribal Resources

Proposed Project Impact Summary

Cultural and tribal resource impacts are discussed in Section 8.0, Cultural and Tribal Resources. The proposed project would result in the following cultural and tribal resource impacts:

- Impact 8-1. Potential Adverse Change to Historic Resources and/or Unique Archaeological Resources During Construction (less than significant);
- Impact 8-2. Potential Destruction of a Unique Paleontological Resource or Site During Construction (less than significant); and
- Impact 8-3. Potential Adverse Impact to Native American Human Remains During Construction (less than significant).

Geographic Scope

The geographic scope for cumulative impacts on cultural resources is the Town's planning area as identified in the General Plan. This scope boundary was selected because it identifies the limits within which the Town exercises control over activities with potential to impact cultural resources, including the proposed project. The cultural resources effects of the proposed project are common to land use projects over which the Town has discretionary authority.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts to historical resources, archaeological resources, paleontological resources, and disturbance of human remains associated with historical and pre-contact archaeological deposits associated with general plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant cumulative impacts associated with cultural resources (archaeological and historic resources) with implementation of General Plan goals, policies, and actions (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

An EMC Planning Group archaeologist conducted a site reconnaissance and a records search, and concluded that there was no record or surface evidence of significant cultural or tribal resources on the project site. The potential that unknown buried cultural resources could be disturbed during construction is mitigated through protocols consistent with policies in the General Plan, as presented in Section 8.0, Cultural, Paleontological, and Tribal Resources.

Additionally, although there is no evidence of buried paleontological resources, there is a possibility that these resources could be accidentally discovered during earth-moving activities. Implementation of a mitigation measure in Section 8.0 would ensure this potential impact would be mitigated to a less-than-significant level.

Therefore, the proposed project would not result in a cumulatively considerable impact on sensitive cultural, paleontological, and tribal resources.

Energy

Proposed Project Impact Summary

Energy impacts are discussed in Section 9.0, Energy. The proposed project would result in the following energy impact:

- Impact 9-1. Consumption of Energy Resources (Less than Significant).

Geographic Scope

The geographic scope for this effect is cumulative development in California. This broad scope is reflective of the rigorous state effort, as expressed through multitude of legislative acts and regulations, to reduce energy consumption across energy consumptive uses and sectors. The state effort has and continues to focus on the benefits of energy conservation with specific regard to addressing climate change and natural resource conservation.

Cumulative Impacts

The General Plan EIR concluded that energy impacts from buildout of the General Plan would be less than significant with implementation of General Plan policies and implementing actions. However, since 2010 when the General Plan EIR was certified, the Town and state have continued to advance energy conservation and efficient initiatives that create greater expectations of land use projects and local jurisdictions.

There is no codified or single CEQA analysis practice standard for determining what constitutes a significant impact relative to guidance provided in Appendix G of the CEQA Guidelines regarding wasteful or inefficient use of energy. However, it can be assumed that past cumulative projects have been less energy efficient with regard to electricity and natural gas use and that older transportation technologies have been less efficient with regard to fuel use than would be current and future projects and technologies. As California continues to implement more and more rigorous legislation and regulations to reduce energy use through improved energy efficiency and transportation technology changes, it can be assumed that current and future projects, particularly land development projects, will not be sources of wasteful or inefficient energy use.

Project Contribution to Cumulative Impacts

The General Plan EIR found energy impacts to be less than significant when evaluated in the context of cumulative impacts within the state, based on the information available at that time. Relative to conditions in 2010 when the General Plan EIR was certified, proposed project energy would be further reduced for several reasons. The proposed project includes several renewable energy and energy efficiency features. As described in Section 4.0, Project Description, the proposed project would include a centralized building heating and cooling system that would operate at efficiencies that exceed code requirements. In line with the Town's prioritization of passive and active solar energy measures, and in keeping with state energy code requirements, a minimum of 15 percent of the total roof areas would be provided as "solar ready" surface. Per CALGreen requirements, 10 percent of all parking spaces would be designed with capacity to install electric vehicle charging stations. In addition, the overall project would be designed to meet the minimum requirements to certify the project through the GreenPoint Rated system. Relative to 2010, state building energy efficiency standards are now more stringent – this will result in reduce electricity and natural gas consumption than projected in 2010. Further, as quantified in Section 9.0, transportation fuel energy demand and natural gas demand are projected to be similar to or lower for the proposed project than for the existing baseline use.

Given these considerations, the proposed project contribution to energy wasteful or inefficient energy consumption would be less than cumulatively considerable and the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Geology and Soils

Proposed Project Impact Summary

The geotechnical report prepared for the proposed project noted several potential geologic impacts associated with fault surface rupture, expansive soils, and land sliding and slope instability.

Geographic Scope

The geographic scope for geologic impacts of the proposed project is the buildout of the Town General Plan.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts related to seismic hazards, expansive soils and unstable geologic units, erosion, and placement of septic tanks in inadequate soils associated with General Plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant impacts associated with geology, soils, or seismicity (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

The proposed project would not have significant geologic or soils impacts with implementation of the mitigation measures (13-1 and 13-2) presented in Section 13.0, Effects Not Addressed Further in this EIR. Therefore, as mitigated, the proposed project would not result in a cumulatively considerable impact to geology or soils.

Greenhouse Gas Emissions

Proposed Project Impact Summary

The GHG impacts of the project are discussed in Section 10.0, Greenhouse Gas Emissions. The proposed project would result in the following GHG impacts:

- Impact 10-1. Generation of Greenhouse Gas Emissions (Less than Significant).

Geographic Scope

Because climate change is a global phenomenon, it is highly unlikely that any one development project located anywhere in the world would have a significant individual impact on climate change. It is the sum total of contributions of development around the world that contribute to the problem. Individual land use projects that generate GHGs inherently contribute to the cumulative effect. However, the precise indirect effects of that contribution are difficult if not impossible to identify due to the complexity of local, regional, and global atmospheric dynamics and the broad scale at which global warming impacts such as sea level rise, increase in weather intensity, decrease in snowpack, etc. are known to occur.

While the true geographic scope of the area affected by GHG emissions is global, for purposes of this EIR, the geographic scope is considered to be the state. This scope is selected because the broad array of state legislation and regulatory requirements for reducing GHGs includes direction for local agency actions needed to reduce GHGs for the purpose of helping to meet statewide GHG reduction goals.

Cumulative Impacts

The General Plan EIR concluded that build-out of the General Plan would make a significant unavoidable contribution to the cumulative impact of climate change (Town of Los Gatos 2010c, page 2-7). The General Plan EIR states the implementation of policy measures contained in the General Plan would result in an approximate 25 percent reduction in annual GHG emissions by 2020. However, the General Plan EIR concludes that it is uncertain whether this level of reduction will be achieved and therefore, it is uncertain if the AB 32 Scoping Plan target reduction level of 20 percent would be met by 2020.

Project Contribution to Cumulative Impacts

Because the potential impact of the proposed project is inherently also its cumulative contribution to climate change, the analysis in Section 10.0, Greenhouse Gas Emissions, is also a cumulative impact assessment. That analysis found that GHGs from mobile sources would be essentially the same for the proposed use as for the existing baseline use, while GHG emissions from electricity demand would be lower for the proposed use than the existing baseline use. As these two GHG emissions sources commonly comprise a significant majority of the emissions inventory of land use projects such as the proposed project, it was concluded that the proposed project would result in little to no increase in GHG emissions relative to the existing, baseline use of the project site. Consequently, the proposed project would not likely result in an increase in GHG emissions and its contribution to cumulative impacts on climate change would be less than cumulatively considerable.

Hazards and Hazardous Materials

Proposed Project Impact Summary

According to the environmental site assessment prepared for the proposed project site, asbestos and lead-based paint may have been used during construction of the existing facilities onsite and may result in a potentially significant impact if released during demolition activities.

Geographic Scope

The geographic scope for cumulative hazardous materials conditions is the Town's planning area as described in the General Plan. This scope boundary was selected because it identifies the limits within which the Town exercises control over hazards and hazardous materials conditions that could pose risk to the public. The hazards and hazardous material conditions associated with the proposed project are common to land use projects over which the Town has discretionary authority.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts to the transport, use, or disposal of hazardous materials, hazardous materials accidents, hazardous materials near schools, and hazardous materials sites associated with General Plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant cumulative impacts associated with hazardous materials and safety (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

The proposed project would not result in the transport and use of significant quantities of hazardous materials. There are no proposed uses for the proposed project that pose a heightened risk of exposure to or upset of hazardous materials. There would not be a cumulatively considerable effect on associated with hazardous materials.

Hydrology and Water Quality

Proposed Project Impact Summary

As noted in Section D.10, Hydrology and Water Quality, of the initial study, the proposed project has the potential to result in significant impacts related to erosion or siltation on or off-site and the creation of runoff water that would exceed the capacity of existing or planned storm water drainage systems or create additional sources of polluted runoff. By complying with the Construction General Stormwater Permit and the Town's stormwater management requirements, the proposed project would not violate any water quality standards or degrade water quality and would not exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

Geographic Scope

The geographic scope for assessment of cumulative hydrology and water quality impacts is the Town's planning area, including the project site, as described in the General Plan. This scope boundary was selected because it identifies the limits within which the Town exercises control over water hydrology and water quality conditions. The hydrology and water quality conditions associated with the proposed project are common to land use projects over which the Town has discretionary authority.

In addition, the San Francisco Bay Regional Water Quality Control Board regulates surface water and groundwater quality in the San Francisco Bay region under the guidance of the *San Francisco Bay Region Basin Plan*. The basin plan uses a watershed management approach focused on the particular needs of each watershed. The Town and the regional board have programs in place to minimize the introduction of pollutants and sediment into water bodies.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts to construction of new stormwater drainage facilities, violation of water quality standards or discharge requirements, depletion or interference with groundwater supplies, as well as impacts related to erosion, siltation and flooding associated with General Plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant cumulative impacts associated with hydrology and water quality (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

With the proposed project and other development within the Town constructed in accordance with General Plan policies, Town erosion control and grading regulations, and regional board regulations, there would not be any significant cumulative water quality impacts, and the project's contribution would not be considerable.

Noise

Proposed Project Impact Summary

Noise impacts are discussed in Section 11.0, Noise. The proposed project would result in the following noise impacts:

- Impact 11-1. Construction activities associated with the proposed project could cause a substantial temporary noise increase (less than significant); and
- Impact 11-2. Groundborne vibration during construction activities (less than significant).

Geographic Scope

The geographic scope for cumulative noise and vibration impacts is the Town's planning area as described in the General Plan.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts due to exposure of noise levels in excess of local standards for construction noise impacts and operational noise impacts, exposure to excessive groundborne vibration or noise, and increases in ambient noise levels associated with General Plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant cumulative impacts associated with noise (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

Cumulative Construction Noise and Groundborne Vibration Impacts

Construction activities associated with the proposed project, which are anticipated to last approximately 30 months, would result in temporary, short-term noise and groundborne vibration increases due to the operation of heavy equipment on the project site. These short-term construction-related noise and groundborne vibration increases would contribute to cumulative construction noise and vibration impacts addressed in the General Plan EIR. For the significant cumulative impact to be reduced to less than significant and the proposed project contribution to that impact to be reduced to less than considerable, construction activities associated with the proposed project shall be required to comply with construction best management practices, as identified in the Town's Noise Ordinance and listed in Section 11.0, Noise, of this draft EIR. Therefore, project impacts associated with construction-related ground vibration and vibration noise would not be considerable.

Cumulative Operational Noise Impacts

As noted in the initial study included as Appendix A, operational noise levels associated with the proposed project would be similar to the existing development while it was operational. Since the proposed project would not result in an increase in noise over baseline

conditions, there would be no impacts associated with operational noise. Operational activities are also not expected to result in any vibration impacts at nearby sensitive uses. As a result, the proposed project's contribution to operational noise would not be considerable.

Wildfire Hazards

Proposed Project Impact Summary

Wildfire hazard impacts are discussed in Section 12.0, Wildfire Hazards. The proposed project would result in the following wildfire hazard impacts:

- Impact 12-1. The proposed project would result in short-term construction-related traffic activity that would has the potential to impair an adopted emergency response plan or emergency evacuation plan (less than significant with mitigation);
- Impact 12-2. The proposed project could, due to slope, prevailing winds, and other factors exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire (less than significant);
- Impact 12-4. The project could expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes (less than significant with mitigation); and
- Impact 12-5. The project could expose people or structures to significant risks associated with wildland fires (less than significant).

Geographic Scope

The geographic scope for cumulative wildfire hazard conditions is the Town's planning area as described in the General Plan. This scope boundary was selected because it identifies the limits within which the Town exercises control over wildfire hazard conditions that could pose risk to the public. The wildfire hazards associated with the proposed project are common to land use projects over which the Town has discretionary authority.

Cumulative Impacts

The General Plan EIR identified potentially significant impacts due to wildland fires and emergency preparedness associated with General Plan buildout. The General Plan EIR concluded that build-out of the General Plan would not result in significant cumulative impacts associated with wildfire hazards through the implementation of the 2020 General Plan goals, policies and actions (Town of Los Gatos 2010).

Project Contribution to Cumulative Impacts

The project site is located in a Very High Fire Severity Zone as are all of the properties within the general vicinity. Therefore, the proposed project would increase the potential for wildfires within this area of Los Gatos, and this increase could be cumulatively considerable. Redevelopment of the project site with a new senior living community would be required to comply with all of the Town requirements for construction, as well as the requirements of the Santa Clara County Fire Department. The County Fire Department is reviewing the project for fire department apparatus access roadways, wildland-urban interface, fire hydrant availability and fire flow adequacy, emergency access and driveways, fire engine driveway turnaround requirements, construction site fire safety, and fire sprinklers in structures. Approval by the fire department is required prior to issuance of building permits (Santa Clara County Fire Department 2020). A mitigation measure is included in Section 12.0, Wildfire Hazards, requiring preparation and implementation of a site-specific construction traffic management to address potential impacts as a result of construction-related traffic impacts and emergency access to and around the project site. In addition, compliance with all conditions of approval required by the County Fire Department and implementation of mitigation measures identified in Section 13.0, Effects Not Addressed Further in this EIR, related to geotechnical recommendations to address the threat of wildfire-induced landslides. Compliance with this recommendation as incorporated in Mitigation Measures 13-1 and 13-2 would ensure this potentially significant impact would be reduced to a less-than-significant level. With implementation of these mitigation measures, the proposed project's contribution to the potential for wildfires would not be cumulatively considerable.

16.0 Alternatives

16.1 CEQA Requirements

CEQA Guidelines section 15126.6(a) requires a description of a range of reasonable alternatives to the proposed project, or to the location of the project, which could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project. It also requires an evaluation of the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project, but must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation.

CEQA Guidelines section 15126.6(b) further requires that the discussion of alternatives focus on those alternatives capable of eliminating any significant adverse environmental impacts or reducing them to a level of insignificance, even if these alternatives would impede to some degree the attainment of the project objectives or would be more costly. The EIR must present enough information about each alternative to allow meaningful evaluation, analysis and comparison with the proposed project. If an alternative would cause one or more significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed, but in less detail than the significant effects of the project as proposed.

16.2 Project Objectives and Significant Impacts

As discussed above, alternatives must be able to meet most of the basic objectives of the project and avoid or substantially lessen any of the significant effects of the project. Therefore, the proposed project objectives and significant effects are summarized here.

Objectives

- Consistent with the Town's General Plan goals and policies and density allowed by the existing site zoning, rebuild the Los Gatos Meadows site into a contemporary, full-service senior living community (Life Plan Community) that provides seniors 62 years and over an opportunity to age in place and live successfully in the Los Gatos Community;

- Revitalize the site with a request for a new (updated) Planned Development (PD) that would allow the same number of apartments permitted under the existing PD entitlement in a manner responsive to market demand and financially feasible for Covia Communities (property owner) to implement & operate;
- Revitalize the site with intent of minimizing overall building site coverage, integrating the apartments with the natural topography, minimizing visual impacts and substantially improving fire safety;
- Assist in the implementation of the Town's 2015-2023 Housing Element by furthering the Goals and Policies specific to providing housing opportunities, lifestyle living and assisted living facilities for seniors;
- Further the Town's Human Services Element by revitalizing Los Gatos Meadows into a healthy, contemporary independent senior living community that connects seniors with existing resources in the community, encourages social interaction, improves mobility and ensures a safe environment for Los Gatos seniors;
- Provide seniors with an alternative mode of transportation by incorporating autonomous vehicle technology into the project to assist in enhanced connectivity between Los Gatos Meadows and proximate Town services such as the Library, Civic Center and retail/entertainment uses;
- Utilize architectural design principles and techniques that incorporate the Town's Sustainable Design strategies and materials to promote a healthy living environment;
- Provide a mix of different unit sizes and varying levels of care that respond to the needs of an active, aging community;
- Improve the integration of the site with the broader Los Gatos Community by closing Farwell Lane to through traffic and transitioning the Lane from Los Gatos Meadows to Broadway into a naturally landscaped, pedestrian-friendly connection to Downtown Los Gatos;
- Use the project as an opportunity to integrate the site design & architecture with existing topography and natural landscape in a manner that more harmoniously reflects the site's natural beauty than exists today; and
- Integrate and evoke the experience of nature by utilizing natural building materials, finishes, forms, patterns and colors that reflect the character of the surrounding hillside setting.

Significant and Unavoidable Impacts

No significant and unavoidable impacts were identified. All identified significant impacts can be mitigated to a less-than-significant level.

Significant Impacts

Significant Impacts Reduced to Less-than-Significant with Mitigation Measures

- Impact 6-5. Construction activity would expose sensitive receptors to toxic air contaminants (Mitigation Measures 6-5a and 6-5b);
- Impact 7-2. Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat) (Mitigation Measure 7-2);
- Impact 7-3. Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat) (Mitigation Measure 7-3);
- Impact 7-4. Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds) (Mitigation Measure 7-4);
- Impact 7-5. Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage) (Mitigation Measure 7-5a and 7-5b);
- Impact 7-6. Damage or Removal of Regulated Trees (Mitigation Measure 7-6);
- Impact 7-8. Effect on Sensitive Natural Communities (Mitigation Measure 7-8);
- Impact 12-1. The proposed project would result in short-term construction-related traffic activity that would has the potential to impair an adopted emergency response plan or emergency evacuation plan (Mitigation Measure 12-1);
- Geologic Impacts (Mitigation Measures 13-1 and 13-2); and
- Hazards and Hazardous Materials Impacts (Mitigation Measure 13-3).

16.3 ALTERNATIVES CONSIDERED BUT REJECTED

Alternative Project Location

CEQA Guidelines section 15126.6(f)(2) identifies considerations for evaluating an alternative project location. Among these are whether any of the significant effects of the project would be avoided or substantially lessened and whether feasible alternative locations exist. Feasibility is described in section 15126.6(f)(1) and includes factors such as site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site.

An "alternate site" alternative for the proposed project was investigated. The consultant reviewed similarly sized, vacant sites within the Town limits with a similar general plan land use and zoning designation that could accommodate a senior living community at the size, scale, and capacity of the proposed project. Several vacant, agricultural parcels were reviewed near the State Route 85 and 17 interchange that were of a similar size and land use designation (Low and Medium Density Residential), including the northern portion of the North Forty Specific Plan as well as several parcels to the west of State Route 17 between Lark Avenue to the south and State Route 85 to the north.

However, these alternative locations were rejected for further consideration for the following reasons:

- The project at the proposed location would not result in any significant and unavoidable impacts;
- The project at the proposed location is the replacement of an existing on-site senior community with a new senior community, built to current standards;
- Development of the project at one of these alternative locations would result in conversion of unique or prime farmland to urban uses (Department of Conservation 2016), an impact which does not occur with implementation of the project at the proposed site; and
- The proposed project site is in proximity to one major highway (State Route 17); however, these alternative sites are located in proximity to two major highways (State Route 17 and State Route 85), resulting in potentially greater air pollutant impacts to the project.

Therefore, although development of the project at one of these alternative locations would meet the basic objectives of the proposed project, development of any these parcels could result in greater environmental impacts than would development of the project at the proposed project site.

Convert Project Site to Open Space or Park

Converting the project site to open space and/or a park was considered. Although nearly all of the proposed project's environmental impacts would be reduced or eliminated, this alternative would require an amendment to the General Plan, and would not meet any of the project objectives. Therefore, this alternative was rejected for further consideration.

16.4 ALTERNATIVES CONSIDERED

The following alternatives to the project are considered:

1. Alternative 1: No Project – Existing (Closed) Senior Living Community;
2. Alternative 2: No Project – Residential Project Consistent with the Project Site's General Plan Designation; and
3. Alternative 3: Reduced Scale (Removal of Villas B and C from Proposed Site Plan).

Per CEQA Guidelines section 15130, the no project alternative must be evaluated. CEQA Guidelines section 15126.6 (e) requires the "No Project" alternative be evaluated along with its impacts. The "No Project" alternatives (Alternative 1 and Alternative 2) analysis must discuss the existing conditions, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. The other reduced scale alternative (Alternative 3) was selected based on its ability to substantially reduce or avoid one or more of the significant mitigable impacts as summarized in Section 16.2 above. The descriptions of each alternative identify the significant mitigable impacts which each alternative is intended to further reduce or avoid.

Each of these alternatives is described below, followed by an analysis of how each may reduce significant mitigable impacts associated with the proposed project.

Alternative 1: No Project – Existing (Closed) Senior Living Community

Alternative Description

This no project alternative investigates if the proposed project were not approved and the existing senior living community facilities were left in place though closed and vacant. As noted in Section 3.0, Environmental Setting, the project site is currently developed with 10 residential buildings ranging from one to four stories, which include a total of 205 independent residential apartments and supporting health care units. The existing facility includes a dining and commons building, an infirmary, garage and services building, a multi-purpose building, and two cottages.

No Project – Existing (Closed) Senior Living Community Alternative Attainment of Project Objectives

This alternative does not meet any of the basic project objectives, as it would not allow redevelopment of the project site with a revitalized and enhanced senior living community consistent with the density allowed under the site's existing PD entitlement.

No Project – Existing (Closed) Senior Living Community Alternative Impacts Comparison

This analysis identifies potential impacts associated with this alternative and compares it with the significant, mitigable impacts of redeveloping the site with a new senior living community. The environmental effects of this alternative as compared to the proposed project are summarized by topic area below.

Aesthetics

The "no project alternative" would not result in visual impacts as there would be no change in the existing visual setting.

Air Quality

The "no project alternative" would not result in air quality impacts as demolition of the existing facility and construction of the proposed project would not occur.

Biological Resources

The "no project alternative" would not result in biological resource impacts as there would be no tree removal and disturbance of the native habitat.

Cultural, Paleontological and Tribal Resources

The "no project alternative" would not result in potential cultural and tribal resource impacts, as there would be no ground disturbance.

Energy

The "no project alternative" would not result in energy impacts as there would be no construction or operation of a new facility.

Geology and Soils

The "no project alternative" would not result in geologic hazard impacts, as there are currently no residents at the existing facility.

Greenhouse Gas Emissions

The "no project alternative" would not result in greenhouse gas emissions impacts, as demolition of the existing facility and construction of the proposed project would not occur.

Hazards and Hazardous Materials

The "no project alternative" would not result in potential hazards and hazardous materials impacts, as demolition of the existing buildings with the potential to release asbestos would not occur.

Noise

The "no project alternative" would not result in noise impacts, as demolition of the existing facility and construction of the proposed facility would not occur.

Wildfire Hazards

The "no project alternative" would not result in an increase in wildfire hazard impacts, as demolition and construction activities would not occur, and there would be no increase in the number of residents occupying the project site.

Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation

This no project alternative investigates what could be reasonably expected to occur on the project site in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. The project site has a General Plan designation of Medium Density Residential. Under this designation, the project site could be developed with a multi-family, duplex, and/or small single-family residential project with a density range of 5 to 12 dwelling units per net acre with up to 24 persons per acre. Conceivably, such a project could include a range of home product types including townhomes, condominiums, and/or apartments. This alternative project considers the site constraints of the 10.84-acre site, much of which is steep, heavily wooded hillside that could not reasonably accommodate residential buildings. To determine a probable number of Medium Density Residential dwelling units that the site could accommodate, this alternative utilizes approximately 50 percent of the total net acreage or approximately 5.42 acres. Therefore, a Medium Density Residential project with a maximum of 65 units would be possible. Assuming an average of 2.51 persons per household (U.S. Census 2021), such a project would result in 163 new residents, substantially less than the 233 total residents anticipated as part of the proposed project.

No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation Alternative Impacts Comparison

This alternative does not meet any of the basic project objectives, as it would not allow redevelopment of the project site with a revitalized and enhanced senior living community consistent with the density allowed under the site's existing PD entitlement. This analysis identifies potential impacts associated with this alternative and compares it with the significant, mitigable impacts of the proposed project. The environmental effects of this alternative as compared to the proposed project are summarized by topic area below.

Aesthetics

This alternative would generally require the same footprint as the proposed project, but would be limited to 30 feet, consistent with the regulations in the zoning code for R-M or

Multiple-Family Residential Zone. The existing structures are predominately two-stories. This alternative assumes that the proposed tree removal would also be likely, and that the trees would need to be replaced per the Town's requirements.

This alternative would generally be developed on the same footprint and at the same height as the existing facility, and any trees removed would be replaced. Therefore, this alternative would not result in significant visual impacts.

The proposed project would also be developed on generally the same footprint and include the removal and replacement of trees. However, the proposed project's building would be up to 85 feet high, significantly higher than the 30-foot height of this alternative. Therefore, although both the proposed project and the alternative would result in less-than-significant adverse visual impacts, this alternative's visual impact would be less than the proposed project's visual impact.

Air Quality

Construction Impacts. This alternative could result in significant demolition and construction related impacts. These impacts can be reduced to a less-than-significant level with implementation of standard conditions of approval and mitigation measures. However, the proposed project's impacts would likely be somewhat greater because the proposed project's square footage (at up to five stories) is greater than the alternative's square footage. Although the construction-related impacts for both this alternative and the proposed project would be less than significant, this alternative would result in fewer impacts that the proposed project.

Operational Impacts. Refer to the transportation section below for additional information regarding trip generation. This alternative would result in approximately 354 trips per day, which is significantly lower than the 708 trips per day from the existing baseline facility (Kimley-Horn 2020, page 9). Therefore, this alternative would result in fewer air quality impacts from vehicle use than the baseline conditions.

The proposed project would result in 718 trips per day (Kimley-Horn 2020, page 11), only 10 more than the baseline conditions. This is a less-than-significant impact. Therefore, although both the proposed project and this alternative would result in less-than-significant adverse operational air quality impacts, this alternative's impact would be less than the proposed project's impact.

Biological Resources

This alternative would have no change in biological resources impacts when compared to the proposed project, because the same development area would be disturbed.

Cultural, Paleontological and Tribal Resources

This alternative would have no change in cultural, paleontological, and tribal resources impacts when compared to the proposed project, because the same development area would be disturbed.

Energy

This alternative would likely result in somewhat less energy impacts associated with construction energy consumption as demolition would be the same, but the construction activities would be less, as this alternative would not be as dense as the proposed project. Additionally, operational energy impacts would be less because there would be fewer units and fewer people living at the site, as well as fewer energy associated with transportation fuel. See Transportation/Traffic discussion below explaining how this alternative would result in fewer vehicles trip generated.

Geology and Soils

This alternative would have no change in geologic hazard impacts when compared to the proposed project, because the same development area would be disturbed and Medium Density Residential homes would generally be located in the same building footprints.

Greenhouse Gas Emissions

This alternative would result in fewer operational greenhouse gas emissions impacts when compared to the proposed project, as Medium Density Residential uses would result in fewer traffic generation that would result in increased operational greenhouse gas emissions as compared to the proposed project. Construction greenhouse gas emissions for this alternative would be expected to be less than the proposed project because this alternative is less dense than the proposed project.

Hazards and Hazardous Materials

This alternative would have no change in hazards impacts when compared to the proposed project as the same level of demolition activity and potential for encountering hazardous materials would occur.

Noise

This alternative includes a similar level of demolition and construction activities as compared to the proposed senior living community, thus creating a similar level of construction noise impacts. Operational noise impacts would likely be slightly increased as well due to the presence of Medium Density Residential homes, which would exhibit greater day-to-day noise from traffic and activities than a senior living community. Therefore, this alternative would have greater noise impacts when compared to the proposed project.

Transportation/Traffic

Multi-family housing projects generate about 5.44 trips per day per unit, according to the Institute of Transportation Engineers Trip Generation Manual. Therefore, this alternative, with 65 multi-family units, would result in approximately 354 trips per day, which is significantly lower than the 708 trips per day from the existing baseline facility (Kimley-Horn 2020, page 9). The proposed project would result in 718 trips per day (Kimley-Horn 2020, page 11). Therefore, although both the proposed project and the alternative would result in less-than-significant adverse transportation impacts, this alternative's transportation impact would be less than the proposed project's transportation impact.

Wildfire Hazards

This alternative would slightly reduce wildfire hazard impacts when compared to the proposed project as a Medium Density Residential project would likely result in smaller population generation as compared to a senior living community and therefore expose fewer future residents to wildfire hazards.

Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan

Alternative Description

The reduced scale alternative ("reduced scale alternative") consists of a reduction in development capacity sufficient to avoid or reduce significant, but mitigable, impacts associated with grading and removal of trees required to accommodate Villas B and C and a corresponding area of the grade level below on the northwestern corner of the proposed site plan. The reduced scale alternative would reduce the number of living units by 20 units (Villa B) and 29 units (Villa C), for a total reduction of 49 units, and would result in the reduction of approximately 98,374 square feet of floor space in Villas B and C, approximately 26,000 square feet of floor space from the grade level including portions of the health center, and approximately 26,000 square feet of developed area (building footprints). In addition, this alternative could result in removing approximately 62 fewer trees. Removal of Villa B (70.5 feet in height) and Villa C (81.5 feet in height) would also help reduce visual impacts associated with scenic views from downtown Los Gatos towards the project site and scenic hillside areas beyond as these two buildings would be two of the most publicly visible buildings from multiple vantage points.

Reduced Scale Alternative Impacts Comparison

This analysis identifies potential impacts associated with this alternative and compares it with the significant, mitigable impacts of redeveloping the site with a new senior living community. The environmental effects of this alternative as compared to the proposed project are summarized by topic area below.

Aesthetics

This alternative could reduce the developed area footprint of the proposed project by approximately 26,000 square feet and could result in removal of 62 fewer trees, which may be noticeable from some viewing locations. This alternative would also result in a less-than-significant, adverse impact on the existing visual character and quality of the project site as this alternative would still result in development of a large portion of the site that could still impact views towards and beyond the project site; however, removing Villas B and C and a corresponding area of the grade level below from the site plan would preserve at least some of the trees planned for removal, increase conservation of existing open space areas, and would result in reduced visibility as compared to the proposed project. Therefore, the reduced scale alternative is also superior to the proposed project relative to these effects.

Air Quality

This alternative would result in reduced operational and construction-related air quality impacts when compared to the proposed project; however, the air quality impact would not avoid the potentially significant but mitigable impacts of the proposed project. Therefore, the reduced scale alternative is superior to the proposed project relative to these effects.

Biological Resources

By reducing the developed area footprint of the proposed project and reducing the number of trees required to be removed by 62 trees, this alternative would reduce the area of disturbance within which sensitive biological resources may be located. This alternative would lessen the significance of, but not avoid, potentially significant but mitigable impacts of the proposed project on biological resources. Therefore, it would be superior to the proposed project from a biological resource perspective.

Cultural, Paleontological and Tribal Resources

By reducing the developed area footprint of the proposed project, this alternative would reduce the area of disturbance within which unknown cultural and tribal cultural resources could be accidentally damaged or destroyed. Therefore, this alternative would reduce the potential cultural and tribal resources impacts of the proposed and would be superior to the proposed project from a cultural and tribal resources perspective.

Energy

This alternative would result in slightly reduced operational and construction-related energy impacts when compared to the proposed project.

Geology and Soils

As discussed in Section 13.0, Effects Not Addressed Further in this EIR, the proposed project could be affected by significant ground shaking and unstable soils impacts, but the possible

impacts would be less-than-significant level with implementation of mitigation measures. Impacts associated with liquefaction were determined to be less than significant. This alternative would result in reduced geologic hazard impacts when compared to the proposed project, because the removal of Villas B and C and a corresponding area of the grade level below would not necessitate the level of grading required to safely accommodate those two buildings and grade level area.

Greenhouse Gas Emissions

This alternative would result in slightly reduced operational and construction-related greenhouse gas emissions impacts when compared to the proposed project as both the overall developed area and associated construction activities would be reduced. Therefore, although both the proposed project and the alternative would result in less-than-significant adverse greenhouse gas impacts, this alternative's greenhouse gas emissions impact would be less than the proposed project's greenhouse gas emissions impact.

Hazards and Hazardous Materials

As discussed in Section 13.0, Effects Not Addressed Further in this EIR, the release of asbestos and lead-based paint into the environment as a result of demolition activities associated with the proposed project would be reduced to a less-than-significant level through implementation of mitigation measure 13-3. This alternative would result in similar impacts as both existing buildings occupying the site of the proposed Villas B and C and a corresponding area of the grade level below would still be removed as part of this alternative and associated hazardous material impacts would still occur. This alternative would be similar to the proposed project from a hazardous materials perspective.

Noise

The reduced scale alternative would have potentially significant noise impacts that are similar to the proposed project. Though the area over which construction activity would occur is reduced relative to the proposed project, construction would still occur in the vicinity of sensitive receptors. This alternative would be similar to the proposed project from a construction noise perspective. Operational noise impacts, however, would be expected to be reduced as the overall development area and activity would be reduced with the reduction in living units, residents, and the associated noise-generating facility operations.

Transportation/Traffic

This alternative, with 49 less units than the proposed project, would result in a reduction of 197 trips per day or 477 total daily trips, which is significantly lower than the 718 trips per day expected for the proposed project (Kimley-Horn 2020, page 11). Therefore, although both the proposed project and the alternative would result in less-than-significant adverse transportation impacts, this alternative's transportation impact would be less than the proposed project's transportation impact.

Wildfire Hazards

This alternative would result in slightly reduced wildfire hazard impacts when compared to the proposed project as the overall development footprint would be reduced and the number of residents exposed to wildfire risk would be reduced.

16.5 COMPARISON OF ALTERNATIVES

The alternatives are summarized and compared in a matrix format in Table 16-1, Comparison of Project Alternatives to the Proposed Project.

Alternative 1, the No Project – Existing (Closed) Senior Living Community, would not result in adverse environmental impacts. Alternative 1 is the environmentally superior alternative but would not meet any of the proposed project objectives. Alternative 2, the No Project – Residential Project Consistent with the Site's General Plan Land Use Designation, would result in similar, but somewhat reduced, environmental impacts. Alternative 3, the Reduced Scale Alternative - Removal of Villas B and C from Proposed Site Plan, would also result in reduced environmental impacts.

Table 16-1 Comparison of Project Alternatives to the Proposed Project

Environmental Impact	Proposed Project	Alternative 1: No Project - Existing (Closed) Senior Living Community	Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation	Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan
Aesthetics				
Impact 5-1. Effect on a Scenic Vista	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Impact 5-3. Alter the Existing Visual Character or Quality of the Site and its Surroundings	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Impact 5-4. Introduce New Sources of Light and Glare	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Air Quality				
Impact 6-2. Criteria Air Pollutant Emissions During Project Construction Would Degrade Air Quality	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project

Environmental Impact	Proposed Project	Alternative 1: No Project - Existing (Closed) Senior Living Community	Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation	Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan
Impact 6-3. Criteria Air Pollutant Emissions During Project Operations Would Degrade Air Quality	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Impact 6-5. Construction Activity Would Expose Sensitive Receptors to Toxic Air Contaminants	LTSM	NI Avoids Impact	LTSM Less than Proposed Project	LTSM Less than Proposed Project
Impact 6-6. Generate Odors that Could Affect Sensitive Receptors	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Biological Resources				
Impact 7-2. Potential Effect on Candidate, Sensitive, or Special-Status Species (San Francisco Dusky-Footed Woodrat)	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project
Impact 7-3. Potential Effect on Candidate, Sensitive, or Special-Status Species (Pallid Bat, Townsend's Big-Eared Bat)	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project
Impact 7-4. Potential Effect on Candidate, Sensitive, or Special-Status Species (Nesting Raptors and Migratory Birds)	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project
Impact 7-5. Effect on Federally- and State-Protected Wetlands or Waters of the U.S. (Intermittent or Ephemeral Drainage)	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project
Impact 7-6. Damage or Removal of Regulated Trees	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project

Environmental Impact	Proposed Project	Alternative 1: No Project - Existing (Closed) Senior Living Community	Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation	Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan
Impact 7-7. Interference with Movement of Wildlife Species or with Established Wildlife Corridors	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Less than Proposed Project
Impact 7-8. Effect on Sensitive Natural Communities	LTSM	NI Avoids Impact	LTS Similar to Proposed Project	LTS Less than Proposed Project
Cultural, Paleontological, and Tribal Resources				
Impact 8-1. Potential Adverse Change to Historic Resources and/or Unique Archaeological Resources During Construction	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Less than Proposed Project
Impact 8-2. Potential Destruction of a Unique Paleontological Resource or Site During Construction	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Less than Proposed Project
Impact 8-3. Potential Adverse Impact to Native American Human Remains During Construction	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Less than Proposed Project
Energy				
Impact 9-1. Proposed Project Results in the Consumption of Energy Resources	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Geology and Soils				
Geologic impacts associated with fault surface rupture, expansive soils, and land sliding and slope instability.	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Less than Proposed Project
Greenhouse Gas Emissions				
Impact 10-1. Generate Greenhouse Gas Emissions	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project

Environmental Impact	Proposed Project	Alternative 1: No Project - Existing (Closed) Senior Living Community	Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation	Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan
Hazards and Hazardous Materials				
Hazardous materials impacts associated with exposure or release of asbestos and/or lead-based paint associated with demolition of existing structures.	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Similar to Proposed Project
Noise				
Impact 11-1. Construction Activities Could Cause a Substantial Temporary Noise Increase	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Similar to Proposed Project
Impact 11-2. Groundborne Vibration during Construction Activities	LTS	NI Avoids Impact	LTS Similar to Proposed Project	LTS Similar to Proposed Project
Transportation				
Traffic and Vehicle Miles Traveled Increase	LTS	NI	NI (or Beneficial Impact)	NI (or Beneficial Impact)
Wildfire Hazards				
Impact 12-1. Short-Term Construction-Related Traffic Activity That Has the Potential to Impair an Adopted Emergency Response Plan or Emergency Evacuation Plan	LTSM	NI Avoids Impact	LTSM Similar to Proposed Project	LTSM Similar to Proposed Project
Impact 12-2. Due to Slope, Prevailing Winds, and Other Factors Exacerbate Wildfire Risks, and Thereby Expose Project Occupants to Pollutant Concentrations from a Wildfire or the Uncontrolled Spread of a Wildfire.	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project

Environmental Impact	Proposed Project	Alternative 1: No Project - Existing (Closed) Senior Living Community	Alternative 2: No Project - Residential Project Consistent with the Project Site's General Plan Land Use Designation	Alternative 3: Reduced Scale - Removal of Villas B and C from Proposed Site Plan
Impact 12-4. Expose People or Structures to Significant Risks, including Downslope or Downstream Flooding or Landslides, as a Result of Runoff, Post-Fire Slope Instability, or Drainage Changes.	LTSM	NI Avoids Impact	LTSM Less than Proposed Project	LTSM Less than Proposed Project
Impact 12-5. Expose People or Structures to Significant Risks Associated with Wildland Fires	LTS	NI Avoids Impact	LTS Less than Proposed Project	LTS Less than Proposed Project
Project Objectives	Met	Not Met	Not Met	Partially Met

SOURCE: EMC Planning Group 2021
NOTE: NI – No Impact; LTS – Less Than Significant; LTSM – Less-Than-Significant with Mitigation; SU – Significant and Unavoidable

16.6 ENVIRONMENTALLY SUPERIOR ALTERNATIVE

The no project alternative is the environmentally superior alternative. It would avoid all of the project's less-than-significant impacts, and significant but mitigable impacts.

CEQA Guidelines section 15126.6(e)(2) states that if the environmentally superior alternative is the "no project" alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives. Alternative 3, the Reduced Scale alternative, is considered to be the environmentally superior alternative among the remaining alternatives. It is the only alternative that could accomplish some of the basic project objectives while minimally reducing some of the less-than-significant and/or significant and mitigable environmental impacts identified for the proposed project.

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17.0 Document and Web Sources

This section provides the document and web sources referenced in the EIR. Sources are provided by section.

17.1 INTRODUCTION

No sources.

17.2 SUMMARY

No sources.

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17.18 REPORT PREPARERS

Teri Wissler Adam, Senior Principal
Principal-in-Charge and Project Manager

Stuart Poulter, AICP, MCRP, Associate Planner
Report Preparation and Assistant Project Manager

Ron Sissem, MRP, Principal
Report Preparation

Polaris Kinison Brown, MS, Principal Planner
Report Preparation

Sally Rideout, EMPA, Principal Planner
Report Preparation

David Craft, Senior Planner/Air Quality and Greenhouse Gas Emissions Specialist
Report Preparation

Gail Bellenger, MA, Registered Professional Archaeologist
Report Preparation

Janet Walther, MS, Principal Biologist
Report Preparation

Patrick Furtado, MS, Associate Biologist/Regulatory Specialist
Report Preparation

Evan Jacques, Office Assistant/Graphics
Graphics Preparation

Tiffany Robinson, Production Manager
Document Production

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on January 1, 2026, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Raney Planning & Management, Inc. ("Consultant"), identified as an S Corporation and whose address is 1501 Sports Drive, Ste A Sacramento, CA 95834. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desire to engage Consultant to conduct environmental assessments and prepare environmental documents for Town projects.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on October 3, 2025, which is hereby incorporated by reference and attached as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect from January 1, 2026, to December 31, 2030. Consultant shall perform the services described in this agreement as follows: Environmental Consulting Services.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Prior to the Town authorizing the preparation of an Initial Study, the Community Development Director will send the consultant an "Authorization to Proceed" letter. The Consultant shall sign the authorization and return it to the Town. Upon receipt of this letter, the Town of Los Gatos shall compensate the firm on the following basis:

a. Cost for the preparation of an Initial Study, Negative or Mitigated Negative Declaration, and/or Mitigation Monitoring Plan shall be determined by a scope of work developed by the Consultant. This shall include attendance at the meetings noted above, the specified number of draft, final, and electronic file copies, and follow up clarification letters or documentation regarding the preparation of these documents.

b. Costs incurred by the consultant for additional tasks beyond the scope of work of the original Initial Study or Negative or Mitigated Declaration that are not specifically required to clarify information within the documents or clarify issues relating to the preparation of the environmental assessment shall be authorized by the Town prior to the preparation of the analysis or supplementary documents.

c. Cost for the preparation for an EIR shall be determined by a scope of work developed by the Consultant on a project specific basis. The full cost of preparing the EIR shall be borne by the project applicant.

d. Cost for preparation of special studies or reports shall be based on a scope of work developed by the Consultant on a project specific basis.

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

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

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

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

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

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

Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Consultant indemnify the Town its elected and appointed officials, 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 any act or omissions of the Consultant, or any of the Consultant's officers, employees, agents, or any subconsultant. Consultant shall defend the Town against any such claims.

IV. GENERAL TERMS

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

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

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than thirty (30) days written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

Town of Los Gatos
Attn: Joel Paulson
Community Development Director
110 E. Main Street
Los Gatos, CA 95030

Raney Planning & Management, Inc.
Attn: Nick Pappani
1501 Sports Drive, Ste A
Sacramento, CA 95834

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

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

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

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

Town of Los Gatos by:

Chris Constantin, Town Manager Date

Consultant, by:

Nick Pappani 11/18/2025

Nick Pappani, Vice President Date
Raney Planning & Management, Inc.

Recommended by:

Joel Paulson, Community Development Director Date

Approved as to Form:

Gabrielle Whelan, Town Attorney Date

Attest:

Wendy Wood, CMC, Town Clerk Date

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RANEY PLANNING & MANAGEMENT, INC. | 25 years

ENVIRONMENTAL | PLANNING | PUBLIC FACILITATION | HOUSING

Proposal for Environmental Consultant Services

The Town of Los Gatos

Attn: Community Development Department

Corporate Office:
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
info@raneymanagement.com

Nick Pappani
Vice President
npappani@raneymanagement.com

Angela DaRosa
Division Manager/Air Quality Specialist
adarosa@raneymanagement.com

EXHIBIT A

TABLE OF CONTENTS

Cover Letter
I. Certification Forms
II. Review of Scope of Services 1
III. Experience and Expertise 4
IV. Qualifications of Key Personnel 9
V. Timeline 13
VI. Samples 16
VII. Disclosure of Litigation/Discipline 17
VIII. References 18
IX. Insurance Coverage 21
X. Preliminary Fee Schedule 22

Appendix A: Raney Resumes
Appendix B: Certificate of Insurance

RANEY
PLANNING & MANAGEMENT, INC.

WWW.RANEYMANAGEMEN

NORTHERN CALIFORNIA
1501 SPORTS DRIVE, SUITE A
SACRAMENTO, CA 95834
TEL: 916.372.6100 · FAX: 916.419.6108

October 3, 2025

Community Development Department
Town of Los Gatos
110 E. Main St.
Los Gatos, CA 95030
(408) 354-6874
Planning@losgatosca.gov

Re: Request for Proposal (RFP) for Environmental Consultant Services

Dear Los Gatos Community Development Department:

On behalf of Raney Planning & Management, Inc., I am pleased to submit our proposal in response to the Town of Los Gatos Request for Proposal (RFP) for Environmental Consultant Services. Over the past 26 years, Raney has completed numerous California Environmental Quality Act (CEQA), planning, air quality-related, and National Environmental Policy Act (NEPA) projects. Raney is committed to ensuring successful management of the environmental review and planning process and has the experience needed to efficiently complete the CEQA process, alleviate the Town's workload, and ensure the needs and expectations of the Town are satisfied. Raney is proud to be an independent and privately-owned small business entity in Sacramento, California, providing environmental and land use planning services. Raney is an S Corporation and a State of California certified Small Business Enterprise (SBE).

Raney has completed numerous CEQA projects throughout California. This proposal will highlight a select number of projects, including the Twin Oaks/Surrey Farms IS/MND, 14915 Shannon Road Subdivision Initial Study, 15349 Los Gatos Boulevard Modified Initial Study Checklist, and Winchester Assisted Living Initial Study located in the Town of Los Gatos, as well as the Tuscan Ridge EIR located in Butte County, the Palomino Place Subsequent EIR located in the City of Davis, the SMP 39/SMP 40 EIR located in the City of Livermore, and the Sand Creek Focus Area Projects in the City of Antioch.

To meet the needs of the Town of Los Gatos, we have provided a summary of Raney's relevant experience and expertise in the CEQA process, as well as Air Quality and Greenhouse Gas Impact Analyses. Thank you for the opportunity to submit our proposal for your consideration. If you have any questions regarding our submittal or would like additional information, please feel free to contact Division Manager/Air Quality Specialist, Angela DaRosa or myself. Raney accepts the Town of Los Gatos' contract template for the Consulting Services Agreement with no exceptions. Raney acknowledges and accepts all published addenda for this RFP.

Thank you,

Nick Pappani, Vice President
1501 Sports Drive, Suite A, Sacramento, California 95834

I. CERTIFICATION FORMS

ATTACHMENT 1 - CONFLICT OF INTEREST STATEMENT

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I/We Nick Pappani (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract.

None.

I/We Nick Pappani (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract.

None.

Pursuant to Government Code section 1090 and any other laws, rules, and regulations that may apply, the Proposer covenants that neither it, its subcontractors, nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of the Town. Through its submittal of a proposal, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same

work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposals documents the completed Non-Collusion Declaration provided herein.

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/3/2025 [date], at Sacramento [city], CA [state].

Raney Planning + Management
Proposer Name (Person, Firm, Corp.)

Vice President
Title of Authorized Representative

1501 Sports Drive, Ste A
Address

Nick Pappani
Name of Authorized Representative

Sacramento, CA 95834
City, State, Zip

10/3/2025
(Date)

Nick Pappani
(Signed)

ATTACHMENT 2 – NON-COLLUSION DECLARATION

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

The undersigned declares:

I am the Vice President [Insert Title] of Raney Planning & Management [Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from responding. All statements contained in the proposal are true.

Any person executing this declaration on behalf of a respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/3/25 [date], at Sacramento [city], CA [state].

By: Nick Pappani

Name: Nick Pappani

Title: Vice President

ATTACHMENT 4 - STATEMENT REGARDING INSURANCE COVERAGE AND WORKER'S COMPENSATION INSURANCE ACKNOWLEDGMENT CERTIFICATE

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the RFP. Should the Proposer be awarded a contract for Services, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Town as additional insured for the Services specified.

By certifying this form, the Proposer also understands the Worker's Compensation insurance requirement per the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Ranen Planning & Management
Name of Proposer (Person, Firm, or Corporation)

Nick Pappani
Signature of Proposer's Authorized Representative

Nick Pappani, Vice President
Name & Title of Authorized Representative

10/3/2025
Date of Signing

II. Review of Scope of Services

Raney Planning & Management, Inc. was established in 1999 by Company President, Tim Raney, AICP, and has built a reputation as one of the most trusted, experienced, and highly regarded small planning and environmental firms in northern California. Raney brings a unique perspective on the environmental review and planning process to every project, providing insight into efficient and cost-effective management strategies that will alleviate the workload of Town staff, smooth the review and planning process, and promote the positive growth of the Town.

Raney is confident in fulfilling the Scope of Services outlined by the Town of Los Gatos and is familiar with the Town's specific environmental concerns. While this proposal focuses on CEQA services, a full Statement of Qualifications for all of Raney's services is available upon request.

CEQA Services

Raney has completed numerous California Environmental Quality Act (CEQA) and air quality related projects for public and private clients, including documentation for standard residential, commercial, mixed-use, industrial, roadway, and infrastructure projects. Raney's approach is to serve as an extension of lead agency staff, tailoring our services to meet the unique needs of each jurisdiction and unique project. Raney will assign the management core of the company to head every Town of Los Gatos project, ensuring clients receive the greatest level and depth of experience, a direct line of communication to decision-makers, and specialized services. The following is a general list of Raney's CEQA and air quality services:

- **CEQA Documents**
  - Categorical Exemptions;
  - Initial Studies and Mitigated Negative Declarations;
  - Initial Studies and Negative Declarations;
  - CEQA Addendums;
  - Environmental Impact Reports;
  - CEQA Streamlining using Appendix N and Public Resources Code (PRC) Sections 21155, and CEQA Guidelines Section 15183 and 15182; and
  - Assembly Bill (AB) 130 Consistency Memorandums.
- **Air Quality and Greenhouse Gas (GHG) Studies**
  - Stand-alone Air Quality Impact Studies;
  - Operational Air Quality Mitigation Plans;
  - GHG Analyses;
  - GHG Reduction Plans;
  - Climate Action Plans, including GHG inventory and identification of GHG reduction requirements; and
  - Health Risk Assessments.

Approach

Raney provides clients with a direct, communication-focused approach that has been shaped by decades of experience successfully guiding projects through both the planning and environmental review processes. Raney will work closely with Town staff at the beginning of the environmental review process to clarify action items within Raney's scope of work and identify which issues are of greatest concern to the Town and the public to ensure that those issues are adequately addressed.

Raney emphasizes communication and coordination with the lead agency and project stakeholders to identify, mitigate, and/or resolve potential project roadblocks as early as possible, and will immediately contact the Town to discuss and address any project issues and concerns that arise during the review process.

Raney's experienced staff have over 60 years of collective experience working on projects throughout northern California and are able to adapt to any project-specific circumstances. Should unforeseen complications arise, Raney can advise the Town on creative methods to meet the project timeline, mitigate any increase in project budget, and meet project-specific needs without compromising the accuracy and defensibility of the environmental review documentation. For example, if a project requires additional analysis following a public review comment, Raney would immediately coordinate with the Town to determine next steps, contact the appropriate sub-consultant if required, and work with the Town to act on any creative methods of keeping the project timeline on track.

Raney understands the legal risk of inadequate records and maintains a comprehensive administrative record of documents and personal communications associated with the preparation of all environmental and planning-related documents. Raney will be able to promptly assist the Town with any request for project-related information, ensuring the Town can meet the public's needs in a timely and efficient manner.

Barring unexpected circumstances, Raney will electronically deliver (Word, PDF) relevant documentation, materials, data, etc. to the Town by the deadline within Raney's scope of work or in an otherwise timely manner.

CEQA Technical Reports

The CEQA review process typically involves the preparation of various technical reports to ensure the document is as comprehensive and defensible as possible. Raney will conduct all air quality-related studies in-house. If necessary, Raney contracts with technical experts to prepare project-specific technical reports. A full list of proposed sub-consultants is included further in this section.

Air Quality and Greenhouse Gas Analysis

Raney has completed numerous Air Quality Assessments and GHG Analyses for public and private sector clients throughout California, from affordable housing projects and large-scale specific plans to unique and complex projects such as mining, industrial, and infrastructure projects. Raney has developed excellent working relationships with local air quality management districts including, but not limited to, the following:

- Bay Area Air District (BAAD);
- Northern Sierra Air Quality Management District (NSAQMD);
- Placer County Air Pollution Control District (PCAPCD);
- Sacramento Metropolitan Air Quality Management District (SMAQMD);
- San Joaquin Valley Air Pollution Control District (SJVAPCD); and
- Yolo-Solano Air Quality Management District (YSAQMD).

Unlike other air quality firms, Raney's understanding of the CEQA review process allows us to prepare reports to be seamlessly incorporated into stand-alone and other environmental review documents, such as EIRs. Raney has also prepared many Health Risk Assessments (HRAs) for projects that would expose nearby sensitive receptors, such as residential communities, to increased health risk impacts from toxic air contaminants associated with gas dispensing facilities, diesel truck trips, construction equipment, and more. All air quality and GHG studies are prepared to be consistent with the regulations and requirements of CEQA, the local air district, and the lead agency.

Peer Reviews of Applicant-Provided Technical Reports

As the prime environmental consultant, Raney's experienced staff can effectively review technical reports prepared by the project applicant team. For every report, Raney will ensure that all relevant CEQA topics are adequately addressed according to current industry standard practices. Raney considers this type of peer review to be a "CEQA-level" peer review.

Sub-Consultants

If necessary, Raney contracts with technical experts to prepare project-specific technical reports. Rather than preparing all technical reports in-house, Raney has found that relying on experienced, established technical experts and specialists leads to a smoother, more efficient process. The following is a list of sub-consultants Raney would propose to contract with to provide necessary technical reports, technical peer reviews, and other tasks determined on a project-specific basis.

CEQA Issue Area	Sub-Consultant
Biological Resources	Live Oak Associates
Cultural and Tribal Cultural Resources	Eileen Barrow and Associates
Geology and Soils and Hazards and Hazardous Materials	Geocon
Noise	Bollard Acoustical Consultants
Transportation	Hexagon Transportation Consultants
Wildfire	REAX Engineering

III. EXPERIENCE AND EXPERTISE

Raney is an expert CEQA practitioner and typically serves as the prime environmental consultant for contracts. Similar to the work being requested by the Town of Los Gatos, Raney has assisted public agencies with CEQA services for many types of projects, including new development/improvement projects as well as modified projects, the latter of which can often be reviewed under the provisions of Public Resources Code (PRC) 21166 and CEQA Guidelines 15162, in the form of an Addendum, Subsequent EIR, or Supplemental EIR. Raney is proficient in preparing all types of CEQA documents, including categorical exemption memorandums/assessments, initial study/mitigated negative declarations (IS/MNDs), program-level EIRs, project-level EIRs, program/project level EIRs, Addendums, Supplemental EIRs, and Joint CEQA/National Environmental Protection Act (NEPA) documents. Raney currently provides on-call environmental services to various jurisdictions including but not limited to the Town of Los Gatos, the cities of Antioch, Brentwood, Galt, Livermore, Morgan Hill, Oakley, Pacifica, Woodland, and Wheatland, as well as El Dorado County, Placer County, and Yolo County.

In addition to the Air Quality and Greenhouse Gas (AQ/GHG) analyses that Raney conducts as part of CEQA documents, Raney also prepares standalone (AQ/GHG) analyses and documents. For example, Raney has completed several Air Quality Management Plans (AQMP) and Greenhouse Gas Reduction Plans (GHGRP), such as the Upper Westside Specific Plan AQMP and the NewBridge Specific Plan AQMP and GHGRP. In addition, Raney has prepared qualified Climate Action Plans (CAPs) for the cities of Galt and Wheatland, and a Climate Action Plan/Sustainability Action Plan (CAP/SAP) for Cosumnes Community Service District. Raney is also currently preparing the City of Manteca CAP and the GHG Inventory/Sustainability Plan Update in the City of Pittsburg.

Town of Los Gatos Specific Issues

Raney is familiar with the unique environmental issues and concerns associated with the Town of Los Gatos, such as development on the Town's scenic hillsides, cumulative impacts associated with SB 330 and/or Builder's Remedy projects within the Town, and wildfire risk posed by the very high and high fire hazard severity zones along the Town's southern boundary. Raney has experience in analyzing projects relevant to all three of the Town's unique concerns.

Twin Oaks/Surrey Farms IS/MND – Cumulative Impacts

Raney prepared the Twin Oaks/Surrey Farms IS/MND, which is now under public review. The approximately 17.55-acre project site, identified by APN 532-16-006, is located on an undeveloped hillside at 178 Twin Oaks Drive. The proposed project would subdivide the project site into 12 residential lots, ranging in size from approximately 0.1-acre to 5.48 acres. The eastern portion of the project site would remain undeveloped. The western slope would be developed with 11 residences, comprised of eight market-rate single-family residences and three below market-rate detached row houses. An additional single-family residence would be developed on the hillside's northeastern slope. Given public concerns expressed about the number of SB 330 and/or Builder's Remedy projects being processed by the Town since the adoption of the General Plan, Raney worked with the Town to prepare an expanded cumulative impacts discussion within the

Mandatory Findings of Significance section of the IS/MND. Careful consideration was given to whether the *combined* effects from *both* the proposed project *and* other projects would be cumulatively significant. As is appropriate pursuant to CEQA Guidelines Section 15130, if the agency answers this inquiry in the affirmative, the second question is whether "the proposed project's *incremental* effects are cumulatively considerable." (*Communities for a Better Environment*, *supra*, 103 Cal.App.4th at p. 120 [emphasis added]) It is not necessarily true that, even where cumulative impacts are significant, *any* level of incremental contribution must be deemed cumulatively considerable. (*Communities for a Better Environment*, *supra*, 103 Cal.App.4th at p. 120.) Raney found that the project's incremental contribution to cumulative impacts, was less-than-significant.

Tuscan Ridge EIR – Wildfire and Cumulative Wildfire Risk

Butte County

The Tuscan Ridge Project is located in unincorporated Butte County, west of the Town of Paradise. The project included subdivision of the project site to develop a total of 165 single-family residences across approximately 36.9 acres; 15.9 acres of commercial development, including a gas station/convenience store and a mini-storage facility; a sanitary waste disposal station; approximately 36.7 acres of open space areas; and 49 acres of special utility district. Raney prepared an extensive EIR to evaluate the potential environmental effects of the project. Given that wildfire and emergency evacuation were critical concerns for the project, Raney retained REAX Engineering to prepare a Fire Risk Reduction Plan with support from Fehr & Peers to conduct an Evacuation Study with associated traffic modeling for evacuation time. Raney coordinated with CAL FIRE to review the Fire Risk Reduction Plan and Evacuation Study.

Following completion of the public review period on the Draft EIR, Raney prepared the Final EIR, as well as the Planning Commission and Board of Supervisors staff reports, inclusive of all requisite resolutions and ordinances. Raney supported County staff at the public hearings. The EIR was certified and the project entitlements were approved.

Palomino Place Subsequent EIR – Builder's Remedy

City of Davis

The approximately 25.8-acre project site is located north of the East Covell Boulevard/Monarch Lane intersection on an existing property known as the Wildhorse Ranch and/or Duffel Horse Ranch in the City of Davis, California. The project site was originally evaluated in the 2009 Wildhorse Ranch Project EIR, prepared by Raney. The City Council approved the Wildhorse Ranch project and certified the EIR, but the project was rejected by the voters. A new applicant submitted an application for a modified project on the same site in 2023, known as Palomino Place. The proposed project would include demolition of the two on-site duplex buildings and barn, followed by development of a residential community, comprised of up to 175 new units, including 19 new cottages, 29 half-plex townhomes, 82 single-family residences, and up to 45 affordable multi-family apartments. The existing ranch home would be retained and renovated. In addition, the proposed project would include land anticipated to be developed with recreational uses, including a USA Pentathlon Training Facility, pool complex, and obstacle course. The project would also consist of new on-site roadways and associated utility improvements, as well as open space, landscaping, and trails. The proposed project would require approval of a Vesting Tentative

Subdivision Map to subdivide the project site and develop the residential units, Site Plan and Architectural Review to determine compliance with City development standards for the USA Pentathlon Training Facility and pool complex, and an Affordable Housing Plan to comply with the City's Affordable Housing Ordinance. The proposed project was submitted under Builder's Remedy, a provision of California's Housing Accountability Act that prevents jurisdictions without a substantially compliant housing element from denying certain housing projects, even if such projects do not comply with the jurisdiction's general plan or zoning ordinance.

Raney prepared a Subsequent EIR pursuant to CEQA Guidelines Section 15162 to evaluate the environmental effects of the modified project. The Subsequent EIR determined that the modified project would substantially increase certain significant impacts previously identified in the 2009 EIR. Raney worked closely with the City Attorney regarding how to address Builder's Remedy within the EIR and the fact that the project was not required to comply with the City's General Plan. The Subsequent EIR was certified and the project approved.

Town of Los Gatos Experience

Raney has completed the following projects for the Town of Los Gatos alongside the previously listed Twin Oaks/Surrey Farms IS/MND and 14915 Shannon Road Subdivision Initial Study.

15349 Los Gatos Boulevard Modified Initial Study Checklist/15168 Checklist

The 15349 Los Gatos Boulevard Project is located on an approximately 1.56-acre project site at 15349 and 15367 Los Gatos Boulevard and identified by APNs 424-19-048 and -049. The project included the demolition and removal of all existing on-site structures and a majority of the existing on-site trees. The project would include the development of a 55-unit townhome community consisting of five, three-story residential buildings. The units would be a mix of studios, two-bedroom units, and three-bedroom units. On-site amenities would include a 4,220-sf community courtyard with a fire pit and turfed recreation area; a 1,207-sf meditation garden, and a 1,097-sf citrus grove recreation area. In addition, the proposed project would also include new sidewalks, landscaping, and frontage improvements along Garden Lane and Los Gatos Boulevard. The Modified Initial Study Checklist found that the project and its potential effects on the physical environment are within the scope of activities evaluated in the Town of Los Gatos 2040 General Plan EIR; thus, additional CEQA review was not required.

Winchester Assisted Living Initial Study/Mitigated Negative Declaration

The Winchester Assisted Living Project is located on an approximately 1.31-acre project site at 15860, 15880, and 15894 Winchester Boulevard and 17484 Shelburne Way and is identified by APNs 529-11-013, -038, -039, -040. The project would include demolition of the nine existing on-site structures to develop a two-to-three story assisted living and memory care facility. The assisted living and memory care facility would consist of 107 assisted living units and 18 memory care units, for a total of 125 units. The Initial Study/Mitigated Negative Declaration determined that all project impacts could be reduced to a less-than-significant level with implementation of mitigation measures.

14915 Shannon Road Subdivision Initial Study/Mitigated Negative Declaration

The 14915 Shannon Road Subdivision Project, identified by Assessor's Parcel Number (APN) 537-27-047, is located on the southern slope of a hillside at 14915 Shannon Road in the Town of Los Gatos, California on an approximately 27-acre project site. The project would subdivide the project site into nine residential lots, ranging in size from 1.538 acres to 10.414 acres. As discussed above, the project site consists of approximately 27 total acres; however, due to the site being located on a hillside, only approximately 11.7 acres of the project site would be suitable for development. The Initial Study/Mitigated Negative Declaration found that the project would cause a less-than-significant impact.

Bay Area Experience

Raney has completed numerous projects within Bay Area jurisdictions, a few of which are highlighted here.

SMP 39/SMP 40 Project EIR

City of Livermore

The SMP 39/SMP 40 project site consisted of six separate parcels over approximately 105.34 acres, including the SMP 39 site, SMP 40 site, and four additional parcels identified in the EIR as Additional Annexation Only Parcels. The SMP 39/SMP 40 Project consisted of development of the SMP 39 site with up to approximately 755,500 square feet (sf) for six light industrial buildings, and the SMP 40 site with two industrial buildings consisting of up to 759,275 sf. The SMP 39/SMP 40 Project required a number of approvals and agreements by the City of Livermore and Responsible Agencies, including Alameda County and the City of Pleasanton, such as a Sphere of Influence (SOI) Amendment from the City of Pleasanton SOI for SMP 39, General Plan Amendment, Pre-zoning and Annexation, Zoning Map Amendment/Planned Development, Vesting Tentative Subdivision Maps, a Pre-Annexation Agreement, and Development Agreement. The project's complexity and shifting scope required Raney to be flexible throughout the preparation of the EIR. Raney extensively coordinated with the City of Livermore, City of Pleasanton, Alameda County, Alameda County LAFCo, Alameda County Airport Land Use Commission, and various other agencies throughout the EIR process.

Sand Creek Focus Area Projects – EIRs and Planning Services

City of Antioch

Raney has served as contract planning staff and environmental consultants for almost all of the development applications in the Sand Creek Focus Area of the City of Antioch, including the Aviano Addendum, Promenade/Vineyards at Sand Creek EIR, The Ranch EIR, Creekside/Vineyards at Sand Creek EIR, Albers Ranch EIR, and the ongoing Leung EIR. The Sand Creek Focus Area of the City of Antioch General Plan is located in southern Antioch and is designated for open space, residential, commercial, and mixed-use. The Sand Creek Focus Area projects have received significant public scrutiny, and Raney has coordinated extensively with the City to ensure the environmental review and planning processes went as smoothly as possible.

Creekside/Vineyards at Sand Creek Project – EIR and Planning Services

The Creekside/Vineyards at Sand Creek Project consisted of a 220 single-family residential unit development, parks, and associated infrastructure on approximately 58.9 acres. Requested project entitlements included a General Plan Amendment from Open Space/Senior Housing and Hillside;

Estate and Executive Residential/Open Space to Medium Low Density Residential/Open Space; Rezone from Open Space to Planned Development District with a Master Development Plan; Development Agreement; Vesting Tentative Subdivision Map; Use Permit; Resource Management Plan; and Design Review. Raney provided planning assistance in the review and processing of the project application and prepared an EIR for the project, which addressed all CEQA topics included in Appendix G of the CEQA Guidelines. Raney prepared the staff reports for, and presented at, the Planning Commission and City Council hearings. Raney also assisted with the preparation of the necessary ordinances and resolutions. The EIR was certified and the project approved. Subsequent to the approval, Raney reviewed Improvement Plans and Building Permit plans for compliance with conditions of approval.

West Hills Community Church Project IS/ND

City of Morgan Hill

The West Hills Community Church Project is located on an approximately 1.8-acre project site at 16695 DeWitt Avenue in the City of Morgan Hill, California, and identified by APN 773-09-011. The project would include demolition of the three existing on-site temporary classroom buildings and the portable restroom building, the remodeling of the existing worship center building to add 2,334 sf of building space, and the development of a Community Life Center (CLC) building. The CLC building would include a fellowship hall, classrooms, a toddler room, a disability room, and storage rooms, as well as lobbies and a kitchen. As a result of the proposed project, the overall on-site building square footage would increase by a total of 4,336 sf, from 14,064 sf to 19,114 sf. Raney prepared an IS/ND for the project and found that it would result in a less-than-significant impact.

IV. QUALIFICATIONS OF KEY PERSONNEL

Since the firm's establishment, Raney has maintained the same key management staff for over a decade. Vice President, Nick Pappani, has been with Raney for 23 years, Vice President/Air Quality Specialist, Rod Stinson, has been with Raney for 20 years, Division Manager/Air Quality Specialist, Angela DaRosa, has been with Raney for 15 years, and Senior Planner, Kevin Valente, AICP, has been with Raney for 12 years. Together, the management team oversees a talented staff of writers and administrative personnel. Raney is comprised of 27 employees, all of whom operate out of the Sacramento office. Unlike many larger firms, Raney assigns the management core of the company to each project. This provides our clients with the greatest level and depth of experience, a direct line to decision makers, and the expertise to adapt to client needs.

Vice President, Nick Pappani, will serve as the Project Director for California Environmental Quality Act (CEQA) services and will be responsible for overseeing the environmental review process and providing quality control. Mr. Pappani would be assisted by Division Manager/Air Quality Specialist, Angela DaRosa, who would serve as the Project Manager. Project support will be provided by President, Tim Raney, AICP, Vice President/Air Quality Specialist, Rod Stinson, and Raney's Associate staff.

Barring unforeseen circumstances, Raney Planning and Management, Inc. will assign the key personnel listed in this section to every Town of Los Gatos Project for the duration of our engagement with the Town.

NICK PAPPANI – VICE PRESIDENT

2002-Present
Role: Project Director

Mr. Pappani brings 23 years of environmental and planning experience to the Raney team. As Raney's Vice President, Mr. Pappani has served as the Project Manager for numerous CEQA and NEPA documents for jurisdictions throughout northern and southern California. Mr. Pappani has worked on a broad variety of projects, including residential, commercial/hotel, and industrial projects, as well as unique projects such as solar generating facilities and vineyard plans involving timberland conversion. As Raney's Vice President, Mr. Pappani takes pride in serving various public sector clients and helping them navigate the complex milieu of CEQA legislation and related case law to ensure that each environmental document is legally defensible and reflects current CEQA practice.

In addition to being a CEQA practitioner, who is respected in his field, Mr. Pappani has a background in wildlife biology, having received a Bachelor of Science degree in Wildlife Biology (cum laude) from Humboldt State University, Arcata, California. Prior to joining the Raney team, Mr. Pappani worked with a private consulting firm, as well as the federal government, conducting avian and vegetation surveys for Threatened species in a variety of habitats. Mr. Pappani is also an articulate speaker, having given hundreds of presentations before decision-makers and the public, including answering questions related to Raney's environmental and planning documents.

Mr. Pappani is also comfortable and competent when it comes to working on controversial projects, subject to intense public scrutiny. For example, Mr. Pappani has served as the Project Manager for several EIRs in the City of Davis. Such situations require not only an expert-level understanding of the regulations of CEQA and recent case law, but also a diplomatic and objective approach to responding to public concerns and comments.

ANGELA DAROSA – DIVISION MANAGER/ AIR QUALITY SPECIALIST

2010-Present

Role: Project Manager/Air Quality and GHG Technical Analysis

Ms. DaRosa brings 15 years of environmental experience to the Raney team with a background in CEQA, air quality, and engineering. Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project.

As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents, such as EIRs, Initial Studies, NEPA compliance documents, and environmental land use and planning documents. Ms. DaRosa has successfully management several envionrmental review projects, including, but not limited to, the Creekside Vineyards EIR and East and West 18th Street Warehouse Initial Studies for the City of Antioch; Lippi Ranch EIR for the City of Galt; the Mace Ranch Innovation Center EIR and UMall Redevelopment Consistency Checklist for the City of Davis; and the Brady Vineyard Subdivision EIR for Placer County. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses, including Health Risk Assessments, for Initial Studies and EIRs, as well as stand-alone analyses for various private-sector clients.

In addition, Ms. DaRosa has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Ms. DaRosa prepared analyses for projects located within the jurisdictional boundaries of a number of air districts throughout the State including, but not limited to, the YSAQMD, BAAQMD, SMAQMD, PCAPCD, and SJVAPCD. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.

TIMOTHY RANEY, AICP – PRESIDENT

1999-Present

Role: Project Support

As the President of Raney Planning & Management, Inc., Mr. Raney serves as the leader of the Raney team. Mr. Raney specializes in CEQA processing, planning, and public facilitation, bringing 36 years of experience to each project. Mr. Raney currently serves as the Community Development Director to the City of Wheatland and, together with Raney staff, has been providing contract planning services to the City since 2004. In addition, Mr. Raney previously served as the Interim Community Development Director for the City of Oakley while the City was completing its General Plan Update.

Since establishing the firm in 1999, Mr. Raney has successfully processed numerous CEQA, NEPA, and planning projects, including Initial Studies, Environmental Impact Reports, Environmental Assessments, and special planning projects such as the APA Award-winning Community Vision for the City of Wheatland. Mr. Raney's diverse experience includes unique and complex projects such as marinas, military base conversions, mining, and solar to large-scale specific plans, master plans, zoning code updates, and numerous private development projects for residential, commercial, mixed-use, industrial, and infrastructure/roadway.

Mr. Raney also has diverse experience in local government, including being Councilmember and Mayor of the City of Citrus Heights, Planner in the City of Sacramento's Planning Department, and previously serving on the Board of the Sacramento Metro Chamber Metro PAC and the Sacramento Tree Foundation. Mr. Raney has been involved in local government issues with the League of California Cities, the Commission on Local Governance for the 21st Century, and the Citrus Heights Chamber of Commerce. This experience gives Mr. Raney a better understanding of the needs and requirements of local government. Mr. Raney has a Bachelor of Science degree in Agricultural Economics from the University of California, Davis.

ROD STINSON – VICE PRESIDENT/AIR QUALITY SPECIALIST

2005-Present

Role: Project Director/Air Quality and GHG Technical Analysis

Mr. Stinson brings 20 years of environmental experience to the Raney team with a background in CEQA, air quality, and water resources. As Raney's Vice President, Mr. Stinson has served as the Project Manager in the preparation of numerous environmental and planning projects, including CEQA Initial Studies and EIRs as well as NEPA Categorical Exclusions and Environmental Assessments. Mr. Stinson has managed projects ranging from complex mining, solar, and infill projects to large-scale specific plans and general plans as well as standard residential, affordable housing, mixed-use, commercial, industrial, and infrastructure projects. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist, with over ten years of experience in preparing air quality analyses for a variety

of development projects. Mr. Stinson has completed numerous air quality impact and greenhouse gas analyses, working closely with lead agencies and local air districts throughout northern and southern California. In addition, Mr. Stinson has prepared CAPs for the cities of Wheatland and Galt and a CAP/SAP for the Cosumnes CSD, and is in the process of preparing a CAP for the City of Manteca. Mr. Stinson holds a Bachelor of Science degree in Forestry and Natural Resources Management with a concentration in Environmental Management from California Polytechnic State University, San Luis Obispo.

Assigned Projects

Of the projects listed under *Section III. Experience and Expertise*, Raney's key personnel were assigned to each project under the following role:

Project Name	Nick Pappani, Project Director	Angela DaRosa, Project Manager	Rod Stinson, Project Director
Twin Oaks/Surrey Farms	X	X	
14915 Shannon Road Subdivision	X	X	
Tuscan Ridge	X	X	
Palomino Place	X	X	
15349 Los Gatos Boulevard	X	X	
Winchester Assisted Living	X	X	
SMP 39/SMP 40	X	X	
Sand Creek Focus Area Projects		X	X
West Hills Community Church	X	X	

President, Tim Raney, AICP provided project oversight and expert advice on all projects as needed.

V. TIMELINE

Raney has included estimated timeframes for CEQA services. The estimated timeframes are representative of typical project timelines and assume the timely delivery of all materials from the Town, applicant team, technical consultants, stakeholder agencies, and other project stakeholders. Project schedules may vary depending on various factors including, but not limited to, project complexity, additional analyses required to address project updates or agency needs, and additional analyses to address comments from the public. For each project, Raney will provide a schedule based on experience preparing similar documents and consideration for unique project circumstances identified by the Town, applicant, or preliminary review of project materials.

The project management team will be responsible for maintaining the project schedule. Raney maintains a tracking system for each project, including a list of key tasks and milestones, team members responsible for each task, and the budget allocated for each task. Raney monitors project milestones to ensure that deliverables are produced on time and within budget. The management team will maintain continuous communication with Town staff and the project team to identify and resolve barriers to completion before they arise. If complications arise, Raney can be more nimble than larger consulting firms and work with the Town to determine creative methods for meeting project timelines.

Service	Key Project Milestones	Estimated Timeline
EIR	Project Initiation/Kick-off Meeting	Week of Notice to Proceed (NTP)
	Project Description (includes draft and final reviews and revisions)	Three Weeks from NTP
	Peer Review of Applicant-Provided Reports	Three Weeks from Receipt of All Applicant-Provided Reports
	Receipt of All Final Technical Reports	Eight to Ten Weeks from Final Project Description
	Notice of Preparation (includes draft and final reviews and revisions)	Two Weeks from Finalization of Project Description
	Public Review Period of NOP (includes an NOP public scoping meeting during this time)	30 Days
	Administrative Draft EIR	Eight Weeks from Close of NOP Public Review Period
	Screencheck Draft EIR	Three Weeks from Receipt of Town Comments on Administrative Draft EIR
	Public Review Draft EIR	1 ½ Weeks from Receipt of Town Comments on Screencheck Draft EIR
	Public Review Period of Draft EIR	45 days

	Administrative Final EIR and FOF/SOC	Five Weeks from Close of Draft EIR Public Review Period
	Screencheck Final EIR and FOF/SOC	Two Weeks from Receipt of Town Comments on Administrative Final EIR
	Final EIR and FOF/SOC	One Week from Town Comments on Screencheck Draft EIR
	Public Review Period of Final EIR (10 Days)	10 Days
	Public Hearings	1-3 Months Following the Final EIR
	Total estimate	**1-1.5 Years**
IS/MND	Public Review Draft IS/MND (includes administrative, screencheck, and final reviews and revisions)	10 Weeks from Receipt of All Final Technical Reports
	Public Review Period	20-30 Days
	Prepare Mitigation Monitoring Reporting Program (MMRP) and Responses to Comments, if needed	Two Weeks from Close of Public Review Period
	Public Hearings	1-3 Months Following the Close of the Public Review Period
	Total estimate	**6 Months**
Categorical Exemption Memorandum	Categorical Exemption Memorandum (CatEx Memo) (includes administrative, screencheck, and final reviews and revisions) and Notice of Exemption (NOE)	Five weeks from Receipt of All Final Technical Reports
	Public Hearing(s)	1-2 Months Following Completion of CatEx Memo
	Total estimate	**3-4 Months**
CEQA Addendum	CEQA Addendum (includes administrative, screencheck, and final reviews and revisions)	Six Weeks from Receipt of All Final Technical Reports
	Public Hearing(s)	1-2 Months Following Completion of CEQA Addendum
	Total estimate	**3-4 Months**
Air Quality/Greenhouse Gas Analysis	AQ/GHG Analysis Report (includes completion of all modeling efforts, as well as draft and final reviews and revisions)	**5-10 Weeks**

Health Risk Assessment	HRA Analysis Report (includes completion of all modeling efforts, as well as draft and final reviews and revisions)	**6-10 Weeks**

VI. SAMPLES

Raney has included three Environmental Impact Report samples for the Town's review. Each project included and summarized under *Section III. Experience and Expertise*. Please follow the CEQANet links below to view and/or download Raney's examples.

Subsequent Environmental Impact Report – Palomino Place Project
Environmental Impact Report – Creekside/Vineyards at Sand Creek Project
Environmental Impact Report – Tuscan Ridge Project

If the Town encounters any difficulty accessing the documents using the links provided, Raney can send any required documents through the Town's preferred method.

VII. Disclosure of Litigation/Discipline

Raney has never filed a claim nor had a claim filed in court against them. However, Raney has prepared several CEQA documents for highly controversial projects where the lead agency has been subject to CEQA lawsuits. Raney has provided a summary of lawsuits filed against the lead agencies for the documents prepared by Raney in the last five years and associated findings below:

Wine Country Inn IS/MND, City of Livermore

Raney prepared the IS/MND for the Wine Country Inn project in the City of Livermore. The IS/MND was adopted and the project approved. A lawsuit was filed; however, the trial court denied the petition.

Vista Mar IS/MND, City of Pacifica

Raney prepared the IS/MND for the Vista Mar project in the City of Pacifica. The IS/MND was adopted and the project approved. A lawsuit, however, was filed in December 2021. In 2023, the judge ruled that the applicant presented a fair argument that the IS/MND did not sufficiently address the project's significant environmental impacts. All City approvals were set aside and the project was placed on hold pending the completion of an EIR. The application has not moved forward to date.

Bridle Gate EIR, City of Brentwood

Raney prepared the Draft and Final EIR for the Bridle Gate project in the City of Brentwood. The EIR was certified and the project approved. A lawsuit, however, was filed in February 2025.

Raney has not paid any claims or settlements within the last five years.

VIII. REFERENCES

Raney has included *Attachment 3 – References* on the following page. Please note that the listed costs are representative of the total contract amount, not the total costs billed to the client.

A detailed project description for each referenced project is viewable in *Section III. Experience and Expertise*.

ATTACHMENT 3 - REFERENCES

THIS FORM MUST BE PRINTED OUT, COMPLETED AND SUBMITTED WITH THE PROPOSAL

ENVIRONMENTAL SERVICES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. Use additional sheets as necessary.

1. City of Antioch — Name of Agency
   City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007 — Agency Address
   Zoe Meredith — Contact Name
   Planning Manager — Contact Title
   925-779-6159 — Contact Telephone
   Zmeredith@antiochca.gov — Contact Email Address
   September 2019 - April 2021 — Contract Period
   $111,988 (Total) — Contract Amount

   Creekside/Vineyards at Sand Creek Project
   Environmental Impact Report: $67,960 Sub-Consultants/Expenses: $32,456
   Planning Services: $11,570
   Description of services performed including costs.

2. City of Livermore — Name of Agency
   1052 S Livermore Ave, Livermore, CA 94550 — Agency Address
   Stephen Riley — Contact Name
   Planning Manager — Contact Title
   925-960-4459 — Contact Telephone
   sriley@LivermoreCA.gov — Contact Email Address
   September 2022 - March 2024 — Contract Period
   $202,044 (Total) — Contract Amount

   SMP 39/SMP 40 Project
   Environmental Impact Report: $178,783 Sub-Consultants/Expenses: $23,265
   Description of services performed including costs.

3. City of Davis — Name of Agency
   23 Russell Blvd, Suite 2, Davis, CA 95616 — Agency Address
   Sherri Metzker — Contact Name
   Director of Community Development & Stability — Contact Title
   530-757-5610 — Contact Telephone
   Contact Email Address
   January 2024 - January 2025 — Contract Period
   $146,200 (total) — Contract Amount

Palomino Place ~~Apts~~ Project

Environmental Services (Subsequent Environmental Impact Report): $146,935

Description of services performed including costs. Sub-Consultants/Expenses: $1,265

I hereby certify that the Proposer performed the work listed above.

Signature of Proposer	Name	Date
[signature]	Nick Pappani	10/3/2025

IX. INSURANCE COVERAGE

Raney has attached their current Certificate of Insurance for the Town of Los Gatos' review under *Appendix B*.

X. Preliminary Fee Schedule

Please find the most up-to-date billing rates for Raney below. Raney will provide the Town of Los Gatos with a complete scope of services, including schedule and cost estimate by task based on hours for each project. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined below. It should be noted that hourly rates quoted at the commencement of any specific project shall remain valid throughout the duration of a particular project. Raney reserves the right to update our billing rates annually, which will be reflected in the scopes of services for individual projects.

Raney 2025 Billing Rates

The following is a summary of Raney, a division of Raney Planning & Management, Inc., billing rates for the provision of environmental review and planning services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Tim Raney, AICP, President	$235/hour
Nick Pappani, Vice President	$215/hour
Rod Stinson, Vice President	$215/hour
Angela DaRosa, Division Manager	$195/hour
Jesse Fahrney, Assistant Division Manager	$175/hour
Kevin Valente, Senior Planner	$175/hour
Senior Associate	$155/hour
Associate	$135/hour
Administrative	$85/hour

Air Quality and GHG Analysis 2025 Billing Rates

The following is a summary of the billing rates for the provision of air quality and GHG analysis services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

Rod Stinson, Air Quality Specialist	$175/hour
Angela DaRosa, Air Quality Specialist	$175/hour
Jesse Fahrney, Air Quality Specialist	$175/hour
Air Quality Technician	$155/hour

Other Cost Information

- Overhead charges for technical sub-consultants, travel, and copying/printing: 10%
- Travel: Billed at cost
  - Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost
  - Black & White (8.5” x 11”): 15¢ per page
  - Color (8.5” x 11”): 30¢ per page

- Oversized prints (11" x 17"): 30¢ per page

ESTIMATED COST BY SERVICES

The following is a list of rough cost estimates based on the average cost of Raney's general CEQA services.

CEQA Addendum.....$10,000 – $20,000

Categorical Exemption Memorandum .....$7,500 – $12,000

Initial Study/Mitigated Negative Declaration (IS/MND) .....$15,000 – $25,000

Environmental Impact Report (EIR).....$125,000 – $200,000

Air Quality/Greenhouse Gas (AQ/GHG) Technical Analysis $4,000-8,000

AQ/GHG Health Risk Assessment (HRA)..... $8,000-12,000

The cost estimates outlined above do not include costs associated with the preparation of technical reports, which are often required for comprehensive environmental analysis. Raney may contract with sub-consultants to prepare the technical reports if not provided by the applicant or Town. Should it be necessary for Raney to contract with a sub-consultant, the sub-consultant's cost to prepare the technical report and Raney's 10% administrative fee would be additive to the cost estimates outlined above.

Factors that could potentially increase the scope of work and estimated costs include:

- Analysis of additional issues above those discussed in a proposal or a more detailed level of analysis than described in a proposal;
- Printing of additional copies of reports;
- Changes in the project requiring reanalysis or rewriting of report sections;
- Collection of data required for the environmental documents beyond that described in a proposal;
- Tribes requesting in-person consultation pursuant to AB 52 or SB 18;
- Attendance at additional virtual or in-person meetings beyond those budgeted; and
- Excessive comments from the public on environmental documents.

Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

EXAMPLE BUDGET SPREADSHEETS

The RFP requests a fee schedule inclusive of all potential work. Raney has included sample cost estimate spreadsheets for a robust EIR, IS/MND, and an Air Quality/Greenhouse Gas Analysis including Health Risk Assessment to give the Town a reasonable expectation of costs by task and person for these products. Please note that it may be possible to address more than one CEQA topic in an Effects Not Found to Be Significant chapter (see Task 4.3), further reducing the cost of an EIR. For each project proposal, Raney includes a cost estimate spreadsheet and a not-to-exceed budget. Other sample budget spreadsheets are available upon request.

SAMPLE EIR *						
COST ESTIMATE						
		Project Director	Project Manager	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation	2	4			$ 1,210
Task 2	Project Description	2	6	4	12	$ 3,840
Task 3	Prepare NOP	1	4	2	8	$ 2,385
Task 4	Prepare Administrative Draft EIR	6	8	12	14	$ 6,600
	Technical Sections					
Task 4.1	Introduction, Executive Summary, and PD	2	4	2	8	$ 2,600
Task 4.2	Environmental Setting, Impacts, Mitigation Measures					
a	Aesthetics	2	4	5	32	$ 6,305
b	Agricultural and Forestry Resources	2	4	5	32	$ 6,305
c	Air Quality & GHG Emissions (including Energy)	2	5	4	32	$ 6,345
d	Biological Resources	2	4	4	36	$ 6,690
e	Cultural Resources	2	4	4	28	$ 5,610
f	Geology and Soils (including Mineral Resources)	2	4	4	30	$ 5,880
g	Hazards and Hazardous Materials	2	4	4	30	$ 5,880
h	Hydrology and Water Quality (including Drainage)	2	5	4	34	$ 6,615
i	Land Use and Planning	2	4	5	36	$ 6,845
j	Noise	2	4	4	34	$ 6,420
k	Population and Housing	2	4	4	28	$ 5,610
l	Public Services and Recreation	2	4	4	32	$ 6,150
m	Transportation	3	5	5	34	$ 6,985
n	Tribal Cultural Resources	2	4	4	32	$ 6,150
o	Utilities and Service Systems	2	5	4	36	$ 6,885
p	Wildfire	2	5	4	30	$ 6,075
	Other Sections					
Task 4.3	Effects Not Found to Be Significant	1	2	3	8	$ 2,150
Task 4.4	Statutorily Required Sections	2	3	4	12	$ 3,255
Task 4.5	Alternatives	2	5	6	32	$ 6,655
Task 5	Prepare Screencheck Draft EIR	4	7	8	23	$ 6,570
Task 6	Prepare Public Review Draft EIR	2	4	6	14	$ 4,030
Task 7	Prepare Administrative Final EIR	4	6	8	40	$ 8,670
Task 8	Prepare MMRP	2	4		8	$ 2,290
Task 9	Prepare Screencheck Final EIR	1	5	4	14	$ 3,700
Task 10	Prepare Final EIR	1	2	3	10	$ 2,420
Task 11	Prepare FOF/SOC and NOD	2	8		20	$ 4,690
Task 12	Project Management, Meetings, and Hearings	30	60			$ 18,150
	Total Hours	97	201	130	739	
	Hourly Rate	$ 215	$ 195	$ 155	$ 135	
	Total EIR Labor	$ 20,855	$ 39,195	$ 20,150	$ 99,765	$ 179,965
Sub-Consultant/Expenses						$ 1,100
	Copying/Printing*				$ 1,000	
	10% administrative fee				$ 100	
Total Budget						**$ 181,065**
** The scope of services assumes the document will be a full EIR. Costs associated with preparation of technical reports are not included.*						
***Estimate only, To Be Billed at Cost*						

SAMPLE IS/MND *						
COST ESTIMATE						
		Project Director	Project Manager	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation/Kick-Off Meeting		4			$ 780
Task 2	Prepare Administrative Draft Initial Study	2	5	7	40	$ 7,890
Task 4	Prepare Screencheck IS/MND and Public Review IS/MND	2	4	4	8	$ 2,910
Task 5	Prepare MMRP (if needed)		1		2	$ 465
Task 6	Response to Comments (if needed)		2	2	4	$ 1,240
Task 7	Project Management, Meetings, and Hearings	6	12			$ 3,630
	Total Hours	10	28	13	54	
	Hourly Rate	$ 215	$ 195	$ 155	$ 135	
	Total Labor	$ 2,150	$ 5,460	$ 2,015	$ 7,290	$ 16,915
Sub-Consultant/Expenses						$ 385
	Copying/Printing/Travel/Postage/Etc.**				$ 350	
	10% administrative fee				$ 35	
Total Budget						**$ 17,300**
*Costs associated with preparation of technical reports, other than AQ/GHG, are not included.						
**Estimate only, To Be Billed at Cost						

Sample AQ/GHG Technical Analysis Including Operational HRA					
Cost Estimate					
		Vice President	Air Quality Specialist	Air Quality Technician	Cost Per Task
Task 1	Project Initiation	2			$ 430
Task 2a	Prepare Draft AQ/GHG Impact Analysis	2	6	30	$ 6,130
Task 2b	*Health Risk Assesment*	4	12	38	$ 8,850
Task 3	Prepare Submittal Draft AQ/GHG Impact Analysis		1	4	$ 795
Task 4	Prepare Final Draft AQ/GHG Impact Analysis		1	3	$ 640
Task 5	Project Management	2	4		$ 1,130
	Total Hours	10	24	75	
	Hourly Rate	$ 215	$ 175	$ 155	
	Total Labor	$ 2,150	$ 4,200	$ 11,625	$ 17,975
Expenses					$ 110
	Copying/Printing/Travel/Postage/Etc*			$ 100	
	10% administrative fee			$ 10	
	Total Budget				**$ 18,085**
*Estimate only and will be billed at cost.					

APPENDIX A: RANEY RESUMES

NICK PAPPANI
Vice President

EDUCATION
B.S., Wildlife Biology, cum laude
California State University, Humboldt

AFFILIATIONS
The Wildlife Society, Western Section
Urban Land Institute

Mr. Pappani has been part of Raney Planning & Management's team since 2002. As current Vice President, Mr. Pappani is part of the management core of Raney, working directly with Senior Vice President Cindy Gnos and President Tim Raney to provide hands-on planning and CEQA services to a variety of clients.

VICE PRESIDENT
Raney Planning & Management, Inc. (2002-Present)

Mr. Pappani focuses on client interaction and business marketing, given his network of satisfied clients within the industry. Mr. Pappani also manages the preparation of CEQA documents and regularly attends meetings with lead agency staff to identify and problem-solve environmental issues so that the EIR process can be streamlined and simplified to the greatest extent feasible. In addition, Mr. Pappani works with Division Manager Rod Stinson, in the day-to-day coordination of the Raney team and its efforts. Since his arrival at Raney, Mr. Pappani has been involved in the writing and managing of numerous environmental documents and has served as the project manager for over 550 CEQA and NEPA projects. In addition to his project management experience, Mr. Pappani has provided contract planning services for various jurisdictions during his time at Raney, including serving as an extension of lead agency staff in reviewing development and use permit applications, preparing staff reports and conditions of approval, and presenting before boards, commissions, councilmembers, and the general public.

WILDLIFE TECHNICIAN
Grand Canyon National Park, Arizona (May to August 1999 and 2000)

Mr. Pappani utilized his field research skills obtained at Humboldt State University to collect pertinent wildlife data for the Park Service. In addition to conducting numerous field studies for special-status species and keeping detailed records of all collected data, Mr. Pappani was appointed as crew leader in the absence of the acting crew leader, which involved appointing tasks to other staff and managing their workload.

FIELD TECHNICIAN
LBJ Enterprises, Eureka, California (May to August 1998)

Mr. Pappani conducted research for an environmental consulting firm located in Eureka, California. Mr. Pappani's primary duties included conducting detailed plant and animal surveys throughout Six Rivers National Forest. The animal surveys focused on detecting the presence/absence of the Federally Threatened Marbled Murrelet within Six Rivers National Forest.

ANGELA DAROSA
Division Manager/Air Quality Specialist

EDUCATION
B.S., Environmental Engineering
California Polytechnic State University, San Luis Obispo

Ms. DaRosa graduated from California Polytechnic State University, San Luis Obispo, with a Bachelor of Science degree in Environmental Engineering. Ms. DaRosa's background in engineering and technical writing allows her to analyze complex technical studies and integrate them into each project. As Division Manager with Raney, Ms. DaRosa provides project management and assists in the preparation and processing of various environmental and planning documents. As an Air Quality Specialist, Ms. DaRosa works closely with Raney's in-house Air Quality Technician to conduct detailed air quality analyses.

DIVISION MANAGER/AIR QUALITY SPECIALIST
Raney Planning & Management, Inc. (2010-Present)

Since joining Raney, Ms. DaRosa has been involved in the writing of numerous EIRs, including the Johnson Rancho and Hop Farm Annexation EIR in Wheatland, CA; the Newman Ridge EIR in Amador County, CA; the Brentwood Boulevard Specific Plan Recirculated EIR in Brentwood, CA; and the Terra Ranch Subdivision EIR in Manteca, CA. Ms. DaRosa has also written numerous Initial Studies for cities including, but not limited to, Wheatland, Woodland, Sacramento, Pinole, Brentwood, Kings County, and Lathrop. In addition to CEQA documentation experience, Ms. DaRosa has also been involved in the preparation of NEPA compliance documents including Environmental Assessments for projects such as Kingsburg Senior Village in Kinsburg, CA; Heritage Commons in Dixon, CA; Las Palmeras Apartments in Imperial, CA; and North Biggs Estates in Biggs, CA. Ms. DaRosa has also provided environmental and land use planning services for various jurisdictions, most prominently the City of Wheatland, including preliminary coordination and preparation of city planning documents such as the City of Wheatland Bikeway Master Plan, and use of GIS and other mapping tools for the analysis and presentation of data.

Ms. DaRosa contributes her environmental engineering background by working closely with Raney's in-house Air Quality Technician to prepare air quality and greenhouse gas analyses for Initial Studies and EIRs, as well as stand-alone air quality and greenhouse gas impact assessments for various private-sector clients. Ms. DaRosa has prepared air quality and greenhouse gas analyses for projects located within the jurisdictional boundaries of a variety of air districts throughout the State. Ms. DaRosa is proficient in the use of current air quality models, including CalEEMod, AERSCREEN, AERMOD, and HARP RAST.

PROJECT ENGINEER
RMC Water and Environment (2008-2009)

Ms. DaRosa worked at RMC Water and Environment as a key member of the design team on various projects. Ms. DaRosa was able to contribute her specialized knowledge of wastewater treatment by acting as an affiliate of the company's internal Wastewater Treatment Technical Committee. While at RMC, Ms. DaRosa was able to expand her AutoCAD skills by preparing basic infrastructure and design drawings, and was trained in GIS to prepare supportive plans and diagrams. During her time at RMC, Ms. DaRosa honed her technical writing skills through the preparation of a variety of design technical memoranda and reports, design specifications, environmental permits, and EIR sections.

TIM RANEY, AICP
President

EDUCATION
Graduate Studies, Agricultural Economics
University of California, Davis

B.S., Agricultural and Managerial Economics
University of California, Davis

AFFILIATIONS
American Institute of Certified Planners (AICP)
American Planning Association (APA)
Sacramento Metro Chamber

Mr. Raney has over 30 years of local government, planning, and CEQA/NEPA experience, during which he has actively managed many of the region's most controversial projects.

PRESIDENT
Raney Planning & Management, Inc. (1999-Present)

As President of Raney, Mr. Raney provides a wide range of planning, management, and economic development services to public and private sector clients. Mr. Raney specializes in project coordination and management, CEQA processing and documentation, land use analysis, business district information, and public facilitation. With over twenty-five years of planning experience, he has developed a diverse and expanding network of clients, including developers, agency representatives, and state and local decision-makers. His diverse background enables him to advise his clients on effective strategies regarding government permitting processing, public involvement, and agency coordination. Mr. Raney provides quality client services, ensuring legally and procedurally accurate documentation while strictly adhering to all schedules and budgets.

COMMUNITY DEVELOPMENT DIRECTOR
City of Wheatland (2004-Present)

As the Community Development Director for the City of Wheatland, Mr. Raney provides professional guidance and technical assistance to the City Manager, City Council, Planning Commission, and the public regarding immediate and long-range planning while working extensively with the development community, local business owners, and community residents. Mr. Raney monitors City growth and oversees implementation of the City's General Plan, processing of development applications, and makes recommendation to City Council regarding applications and development projects. Over the past 18 years, Mr. Raney has been instrumental in developing the City's Infrastructure Work Program, Community Vision, and Capital Improvement Program as well as developing and implementing the City's General Plan.

COUNCILMEMBER/MAYOR
City of Citrus Heights, CA (1997-2002)

Elected to serve on the first City Council, Mr. Raney was instrumental in creating the initial government structure of the City of Citrus Heights. While on City Council, Mr. Raney participated in the preparation and adoption of the City's first General Plan as well as developing a city staff to be responsible for its implementation. Mr. Raney served as Mayor of Citrus Heights in 2000 winning numerous awards for his exceptional leadership skills. This experience behind the dais has given Mr. Raney the ability to understand projects from a variety of perspectives, thereby allowing him to provide a unique skill set to Raney's clients.

ROD STINSON
Vice President/Air Quality Specialist

EDUCATION
B.S., Forestry and Natural Resources
California Polytechnic State University, San Luis Obispo

CERTIFICATIONS
Certified in River Restoration and Natural Channel Design

AFFILIATIONS
Sacramento Metro EDGE
Urban Land Institute

Mr. Stinson brings to Raney Planning & Management, Inc. his technical writing and project management skills to every project. As Vice President with Raney, Mr. Stinson assists Senior Vice President Cindy Gnos and President Tim Raney in the day-to-day management of the office, which includes overseeing the processing of various environmental and planning projects, management of office staff, and coordination with agency personnel and project applicants. In addition, Mr. Stinson serves as Raney's in-house Air Quality Specialist.

VICE PRESIDENT/AIR QUALITY SPECIALIST
Raney Planning & Management, Inc. (2005-Present)

As Vice President, Mr. Stinson is responsible for assisting Senior Vice President Cindy Gnos and company President Tim Raney in the day-to-day coordination of the Raney team and its efforts. Since arriving at Raney, Mr. Stinson has been involved in the writing and managing of numerous environmental and planning projects and has served as the project manager for over 350 CEQA and NEPA projects. In addition, Mr. Stinson has managed numerous special planning projects as well as provided environmental and land use planning services for various jurisdictions during his time at Raney, including extensive use of GIS in the analysis and presentation of data.

Mr. Stinson also serves as Raney's in-house Air Quality Specialist, preparing air quality and greenhouse gas analyses for Initial Studies and Environmental Impact Reports as well as air quality and greenhouse gas studies and health risk assessments for various private-sector clients. Mr. Stinson trained under Donald Ballanti, Certified Consulting Meteorologist for several years and has prepared over thirty air quality analyses for various public and private sector projects. Through his work with various air districts in the region, Mr. Stinson has become a leading expert in preparing air quality and greenhouse gas analyses.

ESTIMATOR/ENVIRONMENTAL SPECIALIST
Thunder Mountain Enterprises, Inc. (2003-2005)

Mr. Stinson began at Thunder Mountain Enterprises, Inc. preparing Stormwater Pollution Prevention Plans utilizing erosion and sediment control Best Management Practices. In this position Mr. Stinson was trained in AutoCAD and expanded his knowledge of hydrology and fluvial processes. After four months with the company Mr. Stinson was promoted to department head of the Estimating Department where he developed and managed procedures for the department. Mr. Stinson was tasked to develop new markets for the company while maintaining their existing workflow market. In addition, Mr. Stinson set the budgets for the 2004 and 2005 fiscal years as well as secured over $600,000 of revenue in the first year of existence. As Estimator, Mr. Stinson performed sales, estimating, project management, and contract administration.

PROFESSIONAL DEVELOPMENT

Mr. Stinson is also actively involved in the Sacramento Metro Chamber as a graduate of the Leadership Class of 2012. As a part of the 2012 class project, Mr. Stinson participated in fundraising and outreach activities for the design and construction of the new Soil Born Farms outdoor classroom.

APPENDIX B: CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

D | ITEM NO. 8.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Bridgette Francis
Pacific Unity Insurance Solutions, Inc. 2241 Douglas Blvd. #250 Roseville CA 95661	**PHONE (A/C, No, Ext):** 916-846-9555 **FAX (A/C, No):** 916-846-9558 **E-MAIL ADDRESS:** cert@pacificunity.com
INSURED Raney Planning and Management, Inc. 1501 SPORTS DR Unit A SACRAMENTO CA 958342035	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Underwriters Ins Co / 30104 **INSURER B :** Hartford Accident & Ind Co / 22357 **INSURER C :** Employers Preferred Ins Co / 10346 **INSURER D :** Gemini Ins Co / 10833 **INSURER E :** ACE American Insurance Company / 22667 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	57SBABG7ML7	12/22/2024	12/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Data Breach Defense And Li	$ 2000000 $ 1000000 $ 10000 $ 2000000 $ 4000000 $ 4000000 $ 250,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ] Data Breach De [ ]	Y	Y	57UECBA9824	12/22/2024	12/22/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	57SBABG7ML7	12/22/2024	12/22/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	EIG514956202	12/22/2024	12/22/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			VNPL017718	12/22/2024	12/22/2025	Each Claim/Agg $2M/$2M	
E	Cyber Incident Response Fund			D98378005	12/22/2024	12/22/2025	Ded. $5,000 Each Cyber Inc/Agg $2M/$2M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance
1501 Sports Dr
Ste A
Sacramento CA 95834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Francis

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THE HARTFORD

BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” arising out of any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or “suit” alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or “suit” for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, “mobile equipment” does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered “autos”.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person’s or organization’s "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto that uses both an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___2_% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	

This policy is subject to a minimum charge of $250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12/22/2024 at 12:01 AM standard time, forms a part of

Policy No. EIG 5149562 02 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to RANEY PLANNING & MANAGEMENT IN Endorsement No.

Premium $3,649

Countersigned at _____ on _____ By: _____

Authorized Representative

04 03 06
4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 9

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute the First Amendment to an Agreement for Services with Los Gatos Monte Sereno Safe Routes to School Program for an Amount of $371,158.26 Plus Annual CPI Increases, and Budget Adjustments in the Amount of $88,457 to Recognize Annual Funding from Valley Transportation Authority's Measure B Education & Encouragement Program (CIP No. 812-0134)**

RECOMMENDATION: Authorize revenue and expenditure budget adjustments in the amount of $88,457 to fully recognize annual allocations from the Valley Transportation Authority's Measure B Education and Enrichment Program; and Authorize the Town Manager to execute the First Amendment to an Agreement for Services with Los Gatos-Monte Sereno Safe Routes to School to update and replace the compensation section, increasing the total agreement amount from $350,950 (plus annual CPI increases) to $371,158.26 (plus annual CPI increases)

FISCAL IMPACT:

The Safe Routes to School Program, part of the Town's Measure B Education and Encouragement Project (CIP No. 812-0134), is funded by the Valley Transportation Authority's Measure B Education and Encouragement Program. The Town has allocated $260,482 to support the program. Of this, $172,025 has already been budgeted, leaving $88,457 available. The proposed budget adjustment will fully recognize these annual allocations through Fiscal Year 2025–26.

The First Amendment to the Agreement for Services with Los Gatos–Monte Sereno Safe Routes to School increases compensation for programming within the existing project scope to a total of $371,158.26, plus annual CPI adjustments.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

Crossing Guard expenses remain budgeted within the Police Department Operating Budget and have no impact on the Town's General Fund.

STRATEGIC PRIORITY:

This action supports the Strategic Priorities of Community Character and Quality Public Infrastructure.

BACKGROUND:

On June 4, 2024, the Town Council authorized the Town Manager to execute an agreement (Attachment 1) for professional services with Los Gatos Monte Sereno Safe Routes to School (SRTS). This action replaced an earlier agreement that authorized SRTS to provide education and encouragement programming funded through the Valley Transportation Authority's (VTA) Measure B Program and added management of the Town's school crossing guard program to the SRTS scope. The agreement included a base amount of $20,000 per year for education and encouragement programming and $50,190 for crossing guard services, plus annual cost of living increases over the five-year agreement period.

DISCUSSION:

Staff recommend budget adjustments in the amount of $88,457 to fully recognize the total funding allocations from the Valley Transportation Authority through 2025-26 as available project budget. This action will bring the project current to reflect the $260,482 in total allocations made to the Town through 2025-26.

The proposed amendment (Attachment 2) addresses three issues:

1. SRTS expenses for Fiscal Year 2024-25 in excess of the $20,000 contract amount;
2. Increase base compensation for education and encouragement programming; and
3. Updating the compensation language to reflect these changes.

In Fiscal Year 2024-25, the cost of education and encouragement services provided by SRTS exceeded the agreement amount by $208.26. This cost overrun is the result of more robust participation in the SRTS programs than predicted at the beginning of the fiscal year, resulting in the need for additional supplies and equipment. The cost will be reimbursed by VTA if the Town Council approves the amendment.

The proposed amendment adds $5,000 per year to the base compensation allowed for education and encouragement programming starting in FY 25-26. The Town is reimbursed annually by VTA for all costs incurred by the Town that meet the program requirements. SRTS programming and management is an eligible expense under the Measure B program, and Measure B funding allocations will be the source for the increased compensation. Since SRTS

invoices the Town only for the programs it provides, if additional funding is not needed, it would not be spent.

The base agreement allows for cost escalation each year based on the consumer price index. The amendment also updates the compensation section to conform with the Town's current standard consultant agreement template language, ensuring consistency across all service contracts. With the proposed changes noted above, the total compensation of the agreement over the five-year term would increase from $350,950 to $371,158.26. All other terms of the agreement remain unchanged.

Measure B Education & Encouragement Project		
CIP Project 812-0134 (4118119, 4218119), General Fund Program 1115101		
Budget		
Existing Appropriations		
Grant - 2016 Measure B	$	172,025
General Fund - Program 5101 - staffing	$	49,765
Appropriations Recommended with this Staff Report		
Grant - 2016 Measure B	$	88,457
Subtotal		**$310,247**
Expenditures		
Existing Expenditures including Encumbrances		
Consultation Services - Los Gatos Monte Sereno SRTS	$	110,418
Cost Share Agreement - City of Campbell	$	11,000
Staff Labor	$	66,310
Other Project Costs	$	12,389
Expenditures Recommended with this Staff Report		
Consultation Services - Los Gatos Monte Sereno SRTS	$	20,208
Subtotal	**$**	**220,325**
Balance	**$**	**89,922**

CONCLUSION:

Town Council authorization of the budget adjustments and the amendment will allow the SRTS program to continue providing important programming to the youth of Los Gatos at the increased level of participation, fulfill a portion of the Town's goals to increase bicycle ridership, and help ensure the Town optimizes use of Valley Transportation Authority Measure B funding.

COORDINATION:

This staff report was coordinated with Los Gatos Monte Sereno Safe Routes to School, the Town Attorney, and the Finance Director.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Original Agreement with Exhibits
2. First Amendment to Agreement for Services

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification on this 18th day of June 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Los Gatos-Monte Sereno Safe Route to School (SR2S) ("Consultant"), identified as a 501(c)(3) and whose address is 17010 Roberts Road, Los Gatos CA 95032. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to support access to safe walking and bicycling routes to schools located in the Town through the use of contracted crossing guards and by implementing education and encouragement programs.

1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement, by administering and operating the Town's program consistent with the Town's goals as set forth herein.

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

1.4 Parties agree that this Agreement supersedes all prior agreements between the Town and Consultant.

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services consistent with their mission, consistent with the goals and objectives of the Valley Transportation Authority's (VTA) Measure B Education and Encouragement Program, and the requirements of a crossing guard program for select schools. The services are further described in Exhibits A-1 and A-2.

2.2 Term and Time of Performance. This Agreement will remain in effect upon execution to June 30, 2029, subject to the appropriation of funds, notwithstanding any other provision of this agreement.

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

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

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

2.6 Compensation. Base compensation for Consultant's services **shall not exceed $70,190 in Fiscal Year 2024/25**, inclusive of all costs. Payment is based on $20,000 per year for education and encouragement services and $50,190 per year for crossing guard services. Compensation will be subject to Budget Appropriations.

Charges may be increased annually on the anniversary date of this Agreement, subject to prior written notice and with Town's written approval, based on either: a) the San Francisco-Oakland-San José Metropolitan Area Consumer Price Index for all Urban Consumers for all items (CPI) of the preceding year ending on December 31; or b) cost increases from contracted services from the service provider for crossing guard services. If the CPI indicates a downward adjustment compensation would remain at the level of the preceding year. It is understood by both parties that this compensation is not intended to fully fund either of these programs and that the Consultant will seek funding sources outside of the Town for all costs.

Year 1 – FY 2024/25 = $70,190
Year 2 – FY 2025/26 = $70,190
Year 3 – FY 2026/27 = $70,190
Year 4 – FY 2027/28 = $70,190
Year 5 – FY 2028/29 = $70,190
For a total agreement **not to exceed $350,950,** plus CPI increases that may arise.

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Consultant's ordinary business expenses, such as administrative, overhead, administrative support time/overtime, information systems, software and hardware, photocopying, telecommunications (telephone, internet), in-house printing, insurance and other ordinary business expenses, are included within the scope of payment for Services and are not reimbursable expenses hereunder. There are no reimbursable expenses permitted under this Agreement.

2.7 Billing. Billing shall be semi-annually by invoice on October 1 and March 1 and shall be accompanied by a detailed explanation of the work performed, including adequate information for the Town to secure reimbursement from the VTA for Education and Encouragement Measure B Programs.

Payment shall be made within 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
e-mail: AP@losgatosca.gov

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

2.9 Assignability. This Agreement shall not be assigned without the written consent of the Town.

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

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance.

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: Two million dollars ($2,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.

ii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

3.2 General Liability.

i. The Town, its elected and appointed officers, officials, employees, and, volunteers are to be covered as additional insured as respects: the commercial general liability policy to cover liability arising out of activities

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performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town with respect to this Agreement, its elected and appointed officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.4 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

3.5 Indemnification.

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

3.6 Subcontractors.

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a. Consultant will require its subcontractors or agents who will perform any portion of the scope of services set forth in this Agreement, to maintain in force, during the term of this Agreement, a policy of general liability insurance, naming Town, its officers, officials, employees, and volunteers as additional insureds in the same amount and same terms as set forth in Sections 3.1(i) and 3.2(i) above. Coverage shall be evidenced by a certificate of insurance and an endorsement in a form satisfactory to the Town that shall be delivered to the Town with a copy of any contract between Consultant and its subcontractor/agents for provision of services related to this Agreement. Upon Consultant's written request, Town may agree to waive or lower insurance policy limits including waiving the additional insurance requirement after consideration of the risk and special circumstances relevant to the subcontractor's scope of work.

b. Consultant will require its subcontractors or agents who will perform any portion of the scope of services set forth in this Agreement, to comply with the indemnification requirement set forth in Section 3.5 above. Consultant shall require such subcontractors or agents to defend, indemnify, and hold harmless the Town, its officers, officials, employees, and volunteers to the same extent and under the same terms and conditions as Consultant is required to defend, indemnify, and hold harmless the Town, its officers, officials, employees, and volunteers herein. Consultant shall provide Town with a copy of any contract between Consultant and its subcontractor/agents for provision of services related to this Agreement to verify compliance with this obligation.

IV. GENERAL TERMS

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

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

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement without cause by giving not less than ninety (90) days notice prior to the end of the Town's fiscal year. The Town and Consultant shall each have the right to terminate with cause (if the party in breach fails to cure the breach within a 30 day time period after notice of the breach) by giving not less than ninety (90) days written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which

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event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

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

Los Gatos-Monte Sereno Safe Routes to School
17010 Roberts Road
Los Gatos, CA 95032

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

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

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

4.9 Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

4.10 Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

4.11 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

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4.12 Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 6/26/2024
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant by:

DocuSigned by:
Wendy Riggs 6/21/2024
BA554D087AE2459...
Wendy Riggs, Executive Director

Recommended by:

DocuSigned by:
Nicolle Burnham 6/21/2024
0E978313496044C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Gabrielle Whelan 6/25/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 6/26/2024
BF0EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

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Exhibit A-1 – Scope of Services between the Town of Los Gatos and the Los Gatos-Monte Sereno Safe Routes to School Program

Town of Los Gatos

Task 1 - Measure B Bicycle & Pedestrian Education & Encouragement Program of Projects

This schedule depicts the nature of the programs to be provided. Additions, deletions and changes may occur.
July 1, 2024 - June 30, 2025

Project Title	Project Activities Description	Project Locations	Frequency	Project Goals*	Proposed Evaluation Metrics*
Pre K Education Opportunities: Learn to Ride Balance Bikes	*30 minutes of outdoor on-bike training.* *Using class time to introduce balance bike curriculum to students.*	*LGUSD elementary schools.* *Local preschools.*	*Once a month depending on participation rates.*	• *To encourage children to learn to ride bikes.* • *Encourage parents to teach kids bike skills.* • *20 student participants*	• *Number of children participating* • *Number of locations we offer the program* • *Number of sessions offered*
Kindergarten Pedestrian Training	*Use a combination of a visual presentation and outdoor crosswalk practice to teach kindergarteners how to be more aware as a pedestrian.*	*LGUSD elementary schools.*	*1 presentation per kindergarten class at each LGUSD school per year.*	• *2 schools = Present to 25% of kindergarteners.*	• *Number of students participating* • *Number of schools participating*
Grade 1 - Advanced Pedestrian Training	*To build on the Kindergarten Training by adding traffic flow and more advanced traffic situations. In class visual presentation and playground.*	*LGUSD elementary schools.*	*1 presentation per first grade class at each LGUSD school per year.*	• *2 schools = Present to 25% of first graders.*	• *Number of students participating* • *Number of schools participating*
Grade 2 - Scooter Training and Traffic Understanding	*To build on Pedestrian training with focus on scooter safety and the acknowledgment of traffic flow.* *Outdoor on-scooter training.*	*LGUSD elementary schools.*	*1 presentation per school at each LGUSD school per year.*	• *1 school = Engage with 15% of second graders.*	• *Number of students participating* • *Number of schools participating*
Grade 3 or 4- Helmet Safety Training	*Middle school students present the importance of*	*LGUSD elementary schools.*	*1 assembly per LGUSD school.*	• *2 Schools = 50% of 3rd or 4th graders.*	• *Number of students participating*

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	wearing a helmet and how to properly fit it. *Indoor assembly.*				• *Number of schools participating*
Grade 4 - Bike Rodeo	*Practical outdoor on-bike training for kids, showing them various traffic situations and how to best navigate them.* *Develops a sense of responsibility, confidence and empowerment.*	*LGUSD elementary schools.*	*1 Bike Rodeo per school per year.*	*4 Schools = 100% of 4th graders.*	• *Number of students that participate (maintain current participation levels)* • *Number of schools that participate*
Grade 5 & 6 - Middle School Cycling Proficiency	*Practical outdoor on-bike training for kids.* *Reviewing basic safety manoeuvres and road riding.* *Develops a sense of responsibility, confidence and empowerment.*	*Daves Elementary School - Monte Sereno Neighborhood*	*4 week course - 2 hours per week.*	*10 students who graduate the program.* *1-2 courses offered.*	• *Number of students that graduate the program.* • *Number of courses offered.*
Grade 7 & 8 - Train the Trainer: Helmet Safety	*Train Middle school students to teach elementary school kids about the importance of wearing helmets.*	*Fisher Middle School - Leadership Class*	*1-2 times per year.*	*1-2 training sessions completed. 15* *student participants.*	• *Number of students that participate.* • *Number of training sessions completed.*
Los Gatos High School - Implementation into Life Fitness Course	*High school students learn about key elements of riding on the roads.* *On road experience on the town roads navigating traffic.*	*Los Gatos High School - Town of Los Gatos*	*1 class per week - 90 minutes.* *Ongoing class.*	*Number of students that participate - 20-30* *Total hours of education and practical road experience - goal is to keep cycling in the HS curriculum*	• *Number of students that participate* • *Total hours of education and practical road experience*

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LCI training	Encourage Town members to obtain their Licensed Cycling Instructor License through the American League of Cyclists to help expand our programs going forward.	Los Gatos Location.	3 classes, 4 hour per class.	10 trained and licensed community members.	Number of community members trained and licensed.
Educational Videos	Online education on key areas of concern in the community regarding routes to school and student transportation (ie. key intersections, helmets, bike route mapping, key bike manoeuvres.)	LGUSD newsletters and website, SR2S social media and website.	Ongoing	• 2 Videos. • Develop a rollout procedure to maximize views. • Metrics to be developed along with rollout procedure	Number of students/families that see videos.
Safety Lessons in a Set Curriculum / Lesson Plan (rainy day/substitute teacher plans)	Provide teachers/PE teachers set curriculums to satisfy learning initiatives and target safety education using videos & games- target elementary school classes.	LGUSD Schools	Ongoing	1-2 schools using the curriculum.	• Number of schools using the lesson plans • Number of teachers that use lesson plans • Number of students that participate in lessons

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Task A-2 – Crossing Guard Services

Consultant shall provide Crossing Guard Services as defined below.

1. Manage and coordinate the Crossing Guard program to the satisfaction of the school districts served. Consultant to hire, train, and manage contractors, define the scope of work to be completed and oversee the contractor's performance to provide adequate crossing guard services at schools within the Town's school districts during the school year and summer sessions, provide payroll and worker's compensation coverage for all guards with a waiver of subrogation in favor of the Town, and provide all necessary safety equipment.
2. Serve as liaison to the school districts with regard to the crossing guard program. Consultant to provide communication and other services as needed to meet the needs of school districts and coordinate payment of contract services as required for funding of the program. Town will provide annual funding as noted in Section 2.6 of the Agreement.
3. Consultant is responsible for conducting background checks, finger-printing, and hiring crossing guards who do not have any felony convictions, misdemeanor convictions involving crimes against children, or convictions involving any violent crime, or not be a registered sex offender or narcotics offender.
4. Consultant must comply with all applicable laws related to the operating and administering the Crossing Guard program.

AMENDMENT TO AGREEMENT

PREAMBLE

This First Amendment to Agreement for Consultant Services is dated for identification on this 2nd day of December 2025, and amends that certain First Amendment to Agreement for Consultant Services dated June 26, 2024, made by and between the Town of Los Gatos, ("Town,") and the Los Gatos-Monte Sereno Safe Routes to School (“Consultant”) identified as an Limited Liability Company and whose address is 17010 Roberts Road Los Gatos CA 95032.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services Agreement on June 26, 2024, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to Town desires to amend compensation, add funding for education and encouragement programs and to update compensation language.

II. AMENDMENT

Section 2.6 Compensation is replaced in its entirety and shall read:

2.6 Compensation: Compensation for Fiscal Year 2024/25 shall not exceed $70,398.26. Compensation fiscal Year 2025/26 shall not exceed $75,190. Compensation in future years will be the FY2025/26 base cost of $75,190 adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation would remain at the base amount. Compensation for services is inclusive of all costs subject to appropriation of funds, notwithstanding any other provision in this agreement. Payment shall be based upon Town approval of each task. Payment shall be adjusted upward annually for the remaining term of this agreement by the change, if any.

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

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

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

Los Gatos-Monte Sereno Safe Routes to School by:

_____
Wendy Riggs , Executive Director

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 10

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Fourth Amendment to the Agreement for Services with Sequoia Ecological Consulting Inc**

RECOMMENDATION: Staff recommends that the Town Council authorize the Town Manager to execute a Fourth Amendment to the Agreement for Services with Sequoia Ecological Consulting, Inc. (Sequoia) to extend the agreement end date to December 31, 2027, for Vegetation Management – Townwide Open Spaces Project (4218507, CIP No. 832-4508).

STRATEGIC PRIORITIES:

This project supports the Core Goal of **Public Safety**. Sequoia Ecological Consulting provides environmental consulting services for the ongoing wildfire fuel reduction work in town-owned open spaces.

FISCAL IMPACT:

There are no fiscal impacts related to this action. The Fourth Amendment is an extension of time only and does not increase total project expenditure. Funding for the work performed during the extended term is included in the adopted Capital Improvement Program budget for the Vegetation Management – Townwide Open Spaces Project (4218507, CIP No. 832-4508), and no additional appropriation is needed.

BACKGROUND:

On August 6, 2024, the Town Council authorized the Town Manager to execute an agreement

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

with Sequoia in the amount of $181,165 to provide environmental management and compliance services for vegetation management in Town owned open space areas.

On October 15, 2024, the Town Council authorized the Town Manager to execute the First Amendment to the agreement to amend the scope of services and increase the compensation to $231,355.

On January 21, 2025, the Town Council authorized the Town Manager to execute the Second Amendment to the agreement, amending the scope of services and increasing the total compensation to $237,795.

On May 20, 2025, the Town Council authorized the Town Manager to execute the Third Amendment to the agreement, amending the Term and Time of Performance to allow the contract to remain in effect through December 31, 2025.

DISCUSSION:

Sequoia continues to support staff in addressing the extensive environmental requirements associated with wildfire risk reduction in Town open spaces. Initial open space area field work will be completed in the early months of 2026. Sequoia will provide ongoing biological and environmental compliance monitoring during these efforts.

Following completion of the Phase I work, a two-year maintenance period will commence, with maintenance occurring in 2026 and 2027. Services from Sequoia will continue to be required through the maintenance period.

CONCLUSION:

Approving this amendment will allow Sequoia to support staff in finalizing the open space vegetation management/wildfire risk reduction work that is planned to continue through spring 2026, as well as implementing the project's two-year maintenance period.

ENVIRONMENTAL ASSESSMENT:

The Project Specific Analysis and Addendum concluded that all the effects of the proposed project: (a) have been covered in the CalVTP PEIR; and (b) all applicable Standard Project Requirements and mitigation measures identified in the CalVTP PEIR will be implemented. The proposed project is, therefore, within the scope of the CalVTP PEIR. A Notice of Determination has been submitted to the County of Santa Clara.

SUBJECT: Authorize Fourth Amendment to Agreement for Services with Sequoia Ecological Inc.

DATE: December 2, 2025

Attachments:

1. Fourth Amendment to Agreement for Consulting Services with Sequoia Ecological Consulting Inc., including Exhibit A – Original Agreement, Scope of Services, and Prior Amendments.

AMENDMENT TO AGREEMENT

Sequoia Ecological Consulting Inc.

PREAMBLE

This Fourth Amendment to Agreement for Consultant Services is dated for identification on this 2nd day of December 2025, and amends that certain Amendment to Agreement for Consultant Services dated the 20th day of May 2025, made by and between the Town of Los Gatos, ("Town,") and Sequoia Ecological Consulting, Inc. (“Consultant”) identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596.

I. RECITALS

A. Town and Consultant entered into an Agreement for Consultant Services on August 6, 2024, (“Agreement”), with a First Amendment executed October 15, 2024, a Second Amendment executed January 21, 2025 and a Third Amendment executed May 20, 2025, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to update the Term and Time of Performance.

II. AMENDMENT

A. Section 2.2 Term and Time of Performance. This contract section is hereby amended to read as follows: This contract will remain in effect upon execution through December 31, 2027.

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

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

Town of Los Gatos by:

_____
Chris Constantin, Town Manager

Sequoia Ecological Consulting, Inc. by:

_____
Deb Montana, President

Recommended by:

_____
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Docusign Envelope ID: 2DB9354D-72A3-4977-BD0C-504FCFD7E34B

AMENDMENT TO AGREEMENT

PREAMBLE

This Third Amendment to Agreement for Consultant Services is dated for identification on this 20th day of May 2025, and amends that certain Amendment to Agreement for Consultant Services dated 21st Day of January 2025, made by and between the Town of Los Gatos, ("Town,") and the Sequoia Ecological Consulting, Inc. (“Consultant”) identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596.

I. RECITALS

A. Town and Consultant entered into Agreement for Consultant Services on August 6, 2024, (“Agreement”), with a First Amendment executed on October 15, 2024 and a Second Amendment executed on January 21, 2025 copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.

B. Town desires to amend the Agreement to Term and Time of Performance.

II. AMENDMENT

A. Section 2.2 Term and Time of Performance. This contract section is hereby amended to read as follows: This contract will remain in effect upon execution through December 31, 2025.

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

Docusign Envelope ID: 2DB9354D-72A3-4977-BD0C-504FCFD7E34B

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

Town of Los Gatos by:

Signed by:
Chris Constantin 5/29/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Sequoia Ecological Consulting, Inc. by:

5/2/25
Will Johnson, Program Manager

Recommended by:

Signed by:
Nicolle Burnham 5/27/2025
0E978313496644C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 5/28/2025
EFD0738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 5/29/2025
20A720C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 21st day of January 2025 and amends that certain First Amendment to Agreement for Consultant Services dated October 15, 2024, made by and between the Town of Los Gatos, ("Town,") and the Sequoia Ecological Consulting, Inc. (“Consultant”) identified as an S Corporation and whose address is 1342 Creekside Drive Walnut Creek, CA 94596.

RECITALS

A. Town and Consultant entered into an Agreement for Consultant Services on August 6, 2024, (“Agreement”), a First Amendment to Agreement for Consultant Services on October 15, 2024, copies of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.

B. Town desires to amend the Agreement to provide additional services and to add to the compensation as described in Exhibit A of this amendment.

AMENDMENT

1. Section 2.1 Scope of Services is amended to add the services in Exhibit A of this amendment.

2. Section 2.6 Compensation is amended to increase by $6,440 for a total amount not to exceed $237, 795, inclusive of all costs.

   Payment shall be based upon Town approval of each task based on Exhibit A.

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

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

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

Town of Los Gatos:

Signed by:
Chris Constantin 2/3/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Sequoia Ecological Consulting, Inc. by:

DocuSigned by:
Debie Montana 1/29/2025
0DA686C30CBB453...
Debie Montana, Chief Executive Officer

Department Approval:

Signed by:
Nicolle Burnham 1/30/2025
0E9783134964 4C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 2/3/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 2/4/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SEQUOIA
Ecological Consulting, Inc.

Date: December 23, 2024

To: Nicolle Burnham
Parks and Public Works Director
Town of Los Gatos
110 E. Main St.
Los Gatos, CA 95030

From: Kyle Verblaauw| Biologist – Project Manager
Tel. (201) 787-1738 | kverblaauw@sequoiaeco.com
Sequoia Ecological Consulting, Inc.
DIR #1000022497 | **DBE #40492** (CUCP/CA DOT) | **SBE #1790596** (CA DGS)

RE: Scope of Work and Cost Estimate for California Department of Fish Wildlife Consultation Memorandum for the Los Gatos Vegetation Management Project

Section 1. Cost Estimate

Sequoia anticipates providing services on a time and material (T&M) cost basis. The estimated costs for the scope of work and assumptions provided in Sections 2 and 3 below.

TASK 1. CDFW COMMENT MEMORANDUM PREPARATION

Task	Cost Type	Bid Item Total Cost
1. CDFW Comment Memorandum Preparation	T&M	$6,440

Section 2. General Assumptions

- Assumes one round of client edits.
- Cost estimate does not include coordination or communication with any regulatory agencies, outside consultants, or other entities. These services can be provided under an amended scope as requested.
- Sequoia will not edit or provide any addenda to the Project Specific Analysis (PSA) document.

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Section 3. Scope of Work

Sequoia will continue to support the Los Gatos Vegetation Management Project by developing a memorandum addressing the comments provided by the California Department of Fish and Wildlife (CDFW) during the PSA review process. Sequoia will prepare the memorandum directly acknowledging and/or addressing all CDFW comments and provide a draft to the Town of Los Gatos for review and comments prior to submittal to the California Board of Forestry for filing. Development of the memorandum may include additional research and/or mapping to adequately address CDFW comments.

Closing

Sequoia carries commercial auto, general liability, workers compensation, and professional liability insurance, and can provide a waiver of subrogation.

If you have any questions regarding our scope of work and cost estimate, or if we may be of further assistance, please do not hesitate to contact me directly. We look forward to supporting you on this project.

Sincerely,

Kyle Verblaauw | Biologist, Project Manager
Sequoia Ecological Consulting, Inc.
Mobile: 201.787.1738 | Main: 925.855.5500 | Fax: 510.439.1104
kverblaauw@sequoiaeco.com
www.sequoiaeco.com

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SEQUOIA
Ecological Consulting, Inc.

SEQUOIA ECOLOGICAL CONSULTING, INC.
2024 HOURLY RATE SCHEDULE

Environmental Services	
Field Technician 1	$90
Field Technician 2	$105
Field Technician 3	$115
Staff Biologist 1	$120
Staff Biologist 2	$125
Staff Biologist 3	$130
Associate Biologist 1	$135
Associate Biologist 2	$140
Associate Biologist 3	$145
Project Biologist 1	$150
Project Biologist 2	$155
Project Biologist 3	$160
Resource Specialist 1	$165
Resource Specialist 2	$170
Resource Specialist 3	$175
Senior (Sr.) Biologist 1	$180
Sr. Biologist 2	$185
Sr. Biologist 3	$190
Sr. Scientist 1	$200
Sr. Scientist 2	$210
Sr. Scientist 3	$220
Sr. Technical Specialist 1	$230
Sr. Technical Specialist 2	$240
Sr. Technical Specialist 3	$250
Sr. Regulatory Specialist 1	$260
Sr. Regulatory Specialist 2	$270
Sr. Regulatory Specialist 3	$280

Env. Project Management	
Assistant Project Manager 1	$165
Assistant Project Manager 2	$170
Assistant Project Manager 3	$175
Project Manager 1	$180
Project Manager 2	$185
Project Manager 3	$190
Project Manager 4	$200
Project Manager 5	$210
Project Manager 6	$220
Sr. Project Manager 1	$230
Sr. Project Manager 2	$240
Sr. Project Manager 3	$250
Program Manager 1	$260
Program Manager 2	$270
Program Manager 3	$280
Principal 1	$290
Principal 2	$300
Principal 3	$310
Sr. Principal 1	$320
Sr. Principal 2	$330
Sr. Principal 3	$340

Botanist/Arborist Services	
Botanist/Arborist 1	$135
Botanist/Arborist 2	$150
Botanist/Arborist 3	$165
Sr. Botanist/Arborist 1	$185
Sr. Botanist/Arborist 2	$200
Sr. Botanist/Arborist 3	$215

Administrative Support Services	
Clerical	$110
Project Administrator	$135
Technical Editor 1	$150
Technical Editor 2	$160
Technical Editor 3	$170
Senior Technical Editor	$195

Geographic Information Services (GIS)	
GIS Technician 1	$135
GIS Technician 2	$145
GIS Technician 3	$155
GIS Analyst 1	$165
GIS Analyst 2	$175
GIS Analyst 3	$185
GIS Project Manager 1	$200
GIS Project Manager 2	$210
GIS Project Manager 3	$220
GIS Specialist 1	$230
GIS Specialist 2	$240
GIS Specialist 3	$250
GIS Program Manager 1	$260
GIS Program Manager 2	$270
GIS Program Manager 3	$280

Other Direct Costs

Regular Vehicle (GSA Rate)	$0.67/mile
Submeter GPS	$100/day
UTV and Trailer	$95/day
Fleet Vehicle	$95/day
iPad	$10/day
Wildlife Remote Camera	$20/ day
Acoustic Bat Monitor	$35/day
Kayak Kit	$75/day
Survey Flashlight (Streamlight)	$12.50/day
Aquatic Survey Sampling Kit	$25/person/day
Drone/sUAS	$250/day
Wetsuit	$70/week
Drysuit	$195/week
YSI ProDSS Water Quality Meter	$125/day

Notes on Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.
   To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

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AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 15th day of October, 2024 and amends that certain Agreement for Consultant Services dated August 6, 2024, made by and between the Town of Los Gatos, ("Town,") and Sequoia Consulting Group ("Consultant"), identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596

RECITALS

A. Town and Consultant entered into an Agreement for Consultant Services on August 6, 2024, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.

B. Town desires to amend the Agreement to provide additional environmental consulting services that are required to comply with state and federal environmental laws.

AMENDMENT

1. Section 2.1 Scope of Services is amended to add the services in Exhibit A of this amendment.

2. Section 2.6 Compensation: Compensation for services is amended to increase by $1,000 to correct a discrepancy in the original agreement* and to add $49,190 for a **total amount not to exceed $231,355**, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.

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

*The original agreement was executed for a base price of $181,165. The Proposal Price Sheet submitted by Consultant (See page 70 or 96 of the original agreement) included six lines items with a total value of $182,165. This amendment adjusts the original agreement base price to coincide with the bid proposal submitted by Sequoia.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

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

Town of Los Gatos:

Signed by:
Katy Nomura 10/24/2024
3BC2441CEBC343B...
Katy Nomura, Interim Town Manager

Approved as to Consent:

Will Johnson, Program Manager

Department Approval:

Signed by:
Nicolle Burnham 10/21/2024
0E97831349644C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 10/22/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 10/24/2024
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Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SEQUOIA
Ecological Consulting, Inc.

Date: September 17, 2024

To: Nicolle Burnham
Director
Town of Los Gatos – Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

From: Will Johnson, M.S.
Climate Resiliency & Restoration Program Manager
Sequoia Ecological Consulting, Inc.

RE: **Town of Los Gatos Vegetation Management Plan Project Specific Analysis (PSA) Additional Scope – September 2024**

Scope of Work

Task 1: Perform Additional Project Coordination

Sequoia will provide additional hours of project management time to successfully submit the Town of Los Gatos (Town) Vegetation Management Plan (VMP) PSA, implement and coordinate necessary survey efforts, and generally guide the process beyond those efforts originally outlined in the base scope of work.

Assumptions:

- Budget assumes 10 additional meetings than what is covered in the base scope. Weekly meetings will be one (1) hour and virtual. Both the Program Manager and Project Manager will attend the meetings.

Task 2: Prepare Notice of Determination & Assist in Submitting Project PSA

Sequoia will review all previously created PSA materials for completeness and compliance, and then assist the Town in packaging and submitting them to the Board of Forestry and CAL FIRE. Sequoia will prepare a Notice of Determination (NOD) in accordance with Section 15094 of the California Environmental Quality Act (CEQA) Guidelines. The Town will need to file the NOD with the County Clerk. Sequoia will attend a site visit of the project sites with California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and the Town if requested. Costs have been included for this one (1) field meeting for the Program Manager and Project Manager (if a field meeting is necessary).

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Deliverables:

- Assist in delivering the Project Specific Analysis (PSA) for the Town of Los Gatos VMP to the Board of Forestry and CAL FIRE.
- Notice of Determination in PDF format.

Assumptions:

- The Town will provide all relevant materials associated with the PSA, including GIS shapefiles, drafts, forms and other materials that were generated by the previous environmental consulting firm for the PSA effort.
- We assume materials have been proof-checked and that agencies have been previously consulted on the content and elements. We do not assume any level of effort for edits, revisions or changes to the PSA. **Additional efforts to make edits or revisions will be scoped separately.**
- The Town will provide applicable NOD filing fees via a reimbursable expense on Sequoia's invoice.

Task 3: Perform Rare Plant Surveys per California Vegetation Treatment Program (CalVTP) Specific Project Requirement (SPR) BIO-7

Sequoia will review findings from the PSA reconnaissance surveys previously conducted (2023) to effectively eliminate unsuitable habitat for species and plants that will not require further analysis. This could lead to a potentially smaller survey area and effort for rare plant surveys. This could also identify areas that the Town's contractor can effectively begin work in during the fall/winter 2024 season, after pre-treatment surveys have been completed. Otherwise, in suitable habitat areas, per the CalVTP, Sequoia understand bloom-period appropriate rare plant surveys for rare species anticipated to occur must occur prior to treatment efforts.

Per the CalVTP, Sequoia understands that if target special-status species is an herbaceous annual, stump-sprouting, or geophyte species, the treatment may be carried out during the dormant season for that species, or when the species has completed its annual lifecycle without conducting presence/absence surveys provided the treatment will not alter habitat or destroy seeds, stumps, or roots, rhizomes, bulbs and other underground parts in a way that would make it unsuitable for the target species to reestablish following treatment. Therefore, it may be possible to reduce survey efforts pending evaluation of species occurrence, phenology, and PSA treatment methods (excavation/disturbance vs. light-on-land approach).

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

A Sequoia botanist will perform a protocol-level survey following California Department of Fish and Wildlife (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities" (current version dated March 20, 2018) of the treatment area for sensitive natural communities and sensitive habitats. Sensitive natural communities will be identified using the best means possible, including keying them out using the most current edition of A Manual of California Vegetation (including updated natural communities data at http://vegetation.cnps.org/), or referring to relevant reports (e.g., reports found on the VegCAMP website). Surveys will be conducted in a manner which maximizes the likelihood of locating special status plants and sensitive natural communities. They will be floristic in nature meaning that every plant taxon that occurs is identified to the taxonomic level necessary to determine rarity and listing status. The extent of the survey may include adjacent or adjoining properties where project effects could occur – it is important to not restrict surveys to known locations of special status plants. Surveys will consist of walking through both the survey areas and as much of the treatment areas as possible.

Parallel survey transects may be necessary to ensure thorough survey coverage in some habitats. Sequoia will identify plants in the field. If any special status plants or sensitive natural communities are found during these surveys, Sequoia will flag and map them using a combination of methods including ArcGIS Field Maps, CalFlora Weed Observer, and/or another GPS mapping software (e.g., Avenza). Sequoia will take detailed notes and record all information as required by CDFW protocols (e.g., location description, site-specific characteristics, number of individuals, percentage of each special status plant and associated life stage characteristics, density of special status plants and digital images of special status plants and sensitive natural communities).

The botanist will map and digitally record, using a Global Positioning System (GPS), the limits of any potential sensitive habitat and sensitive natural community identified in the treatment area.

Deliverables:

- Sequoia will summarize results from the completed surveys. A separate report will not be generated. The team will follow CDFW protocols and will submit all required documentation to the CDFW as required.

Assumptions:

- The Town will provide Sequoia with geodata of Project and survey areas as GIS Shapefile or Google Earth .kmz file, including the following layers: treatment area boundaries with roads and trails, treatment area habitat types, and any other relevant GIS products associated with the development of the PSA in general.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Task 4: Perform Pre-field Research and Archaeological Surveys per SPR CUL-1 through SPR CUL-5 & SPR CUL-8

Sequoia's cultural resource sub-consultant Montrose will perform CalVTP Programmatic EIR Standard Project Requirements (SPRs) CUL-1 through CUL-5 and SPR CUL-8 including: records search, pre-field research, an archaeological survey, coordination with Native American groups (already included under base scope; this cost omitted from this additional work proposal), worker training to recognize sensitive cultural resources (if necessary, already included in base scope), and avoiding or protecting known resources.

Montrose will conduct pre-field research and conduct a site-specific survey of the treatment area. The purpose of pre-field research is to inform survey design, based on the types of resources likely to be encountered within the treatment area, and to be prepared to interpret, record and evaluate these findings within the context of local history and prehistory. Pre-field research includes reviewing records, studying maps, reading pertinent ethnographic, archaeological and historical literature specific to the area. The survey methodology (e.g., pedestrian survey, subsurface investigation) depends on whether the area has a low, moderate, or high sensitivity for resources, which is based on whether the records search, pre-field research, and/or Native American consultation identifies archaeological or historical resources near or within the treatment area. A survey report will be completed for every cultural resource survey completed.

A record search at the Northwest Information Center, Sonoma State University, will be requested that includes the treatment areas and a quarter-mile buffer. Montrose will submit a Sacred Lands Request to the Native American Heritage Commission (NAHC) for a list of local tribes and, upon receipt, draft a contact letter for Sequoia and the Town for review. The final letter will be sent to each contact requesting information on Tribal Cultural Resources, if any, that may be impacted by project actions. Montrose will send the letters via the U.S. mail with a certified return receipt, and also email the letter to each tribal contact. Follow-up emails will be sent approximately two weeks later.

In accordance with SPR CUL-4 (Archaeological Surveys) of the CalVTP EIR, Montrose archaeological staff will conduct archaeological surveys of proposed treatment areas. The current fuel reduction treatments cover approximately 194 acres. The record search and Native American consultation process will help to determine which areas have a low, moderate, or high sensitivity for resources and dictate the appropriate survey methodology (e.g., more intensive survey or more cursory inspection). Slope percentage and distance to water sources will be used to adjust field efforts, depending on a modeled probability of encountering archaeological deposits. Field staff will use GPS devices and ESRI Field Maps to accurately record any cultural resources encountered. Location maps and sketch maps associated with the forms will utilize ArcGIS Pro software and Adobe Illustrator, as needed. A Cultural Resources Assessment Report will be prepared to report the methods and findings of the study.

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Deliverables:

- Report(s) summarizing results from archaeological survey.
- Draft and final tribal contact letters (electronic only).

Assumptions:

- The Town will provide all relevant materials associated with the PSA, including GIS shapefiles, drafts, forms and other materials that were generated by the previous environmental consulting firm for the PSA effort.
- Montrose will respond to one round of comments on the draft letter from the Town.
- Up to one virtual meeting with any Tribe requesting consultation on Tribal Cultural Resources.
- No more than 4 pre-contact or post-contact archaeological sites will be identified and recorded using California Department of Parks and Recreation (DPR) Primary Record standards.
- Two days in the field is expected for two archaeologists.
- Montrose will respond to one round of comments on the draft Cultural Resources Assessment Report from Sequoia and one from the Town.
- No isolated object will be recorded. Refuse scatters will be recorded if they contain more than 6 cans or bottles within a 100-meter square area.
- No built environment element will be recorded; all such resources are assumed to be avoided by project actions.
- No cultural resources will be evaluated for significance under the California Register of Historical Resources (CRHR)1 criteria as part of this scope of work. It is assumed all identified archaeological resources and built environment features or structures will be avoided by project actions. Any potentially eligible historical resource that cannot be avoided will require additional scope and costs to evaluate under CRHR criteria.

Cost

Sequoia anticipates providing services as not-to-exceed total amounts, on a **time-and-materials basis using established rates**. The estimated costs for the scope of work outlined above are as follows:

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Task	Cost	
Task 1. Additional Project Coordination	**$**	**4,195**
Task 2. Prepare Notice of Determination & Assist in Submitting PSA	**$**	**4,846**
Task 3. Rare Plant Surveys per SPR BIO-7	**$**	**9,087**
Task 4. Perform Pre-field Research and Archaeological Surveys per SPR CUL-1 through SPR CUL-5 & SPR CUL-8	**$**	**31,062**
TOTAL	**$**	**49,190**

Sincerely,

Will Johnson | Climate Resiliency & Restoration Program Manager
Mobile: (707) 889-3678
Main: 925.855.5500
wjohnson@sequoiaeco.com

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SEQUOIA Ecological Consulting, Inc.

2024-2028 HOURLY RATE SCHEDULE

ITEM NO. 10.

Environmental Services	2024	2025	2026	2027	2028
Field Technician 1	$90	$95	$99	$104	$109
Field Technician 2	$105	$110	$116	$122	$128
Field Technician 3	$115	$121	$127	$133	$140
Staff Biologist 1	$120	$126	$132	$139	$146
Staff Biologist 2	$125	$131	$138	$145	$152
Staff Biologist 3	$130	$137	$143	$150	$158
Associate Biologist 1	$135	$142	$149	$156	$164
Associate Biologist 2	$140	$147	$154	$162	$170
Associate Biologist 3	$145	$152	$160	$168	$176
Project Biologist 1	$150	$158	$165	$174	$182
Project Biologist 2	$155	$163	$171	$179	$188
Project Biologist 3	$160	$168	$176	$185	$194
Resource Specialist 1	$165	$173	$182	$191	$201
Resource Specialist 2	$170	$179	$187	$197	$207
Resource Specialist 3	$175	$184	$193	$203	$213
Senior (Sr.) Biologist 1	$180	$189	$198	$208	$219
Sr. Biologist 2	$185	$194	$204	$214	$225
Sr. Biologist 3	$190	$200	$209	$220	$231
Sr. Scientist 1	$200	$210	$221	$232	$243
Sr. Scientist 2	$210	$221	$232	$243	$255
Sr. Scientist 3	$220	$231	$243	$255	$267
Sr. Technical Specialist 1	$230	$242	$254	$266	$280
Sr. Technical Specialist 2	$240	$252	$265	$278	$292
Sr. Technical Specialist 3	$250	$263	$276	$289	$304
Sr. Regulatory Specialist 1	$260	$273	$287	$301	$316
Sr. Regulatory Specialist 2	$270	$284	$298	$313	$328
Sr. Regulatory Specialist 3	$280	$294	$309	$324	$340
Botanist/Arborist Services					
Botanist/Arborist 1	$135	$135	$142	$149	$156
Botanist/Arborist 2	$150	$150	$158	$165	$174
Botanist/Arborist 3	$165	$165	$173	$182	$191
Sr. Botanist/Arborist 1	$185	$185	$194	$204	$214
Sr. Botanist/Arborist 2	$200	$200	$210	$221	$232
Sr. Botanist/Arborist 3	$215	$215	$226	$237	$249
Administrative Support Services					
Clerical	$110	$116	$121	$127	$134
Project Administrator	$135	$142	$149	$156	$164
Technical Editor I	$150	$158	$165	$174	$182
Technical Editor II	$160	$168	$176	$185	$194
Technical Editor III	$170	$179	$187	$197	$207
Senior Technical Editor	$195	$205	$215	$226	$237

Env. Project Mgm't.	2024	2025	2026	2027	2028
Assistant Project Manager 1	$165	$173	$182	$191	$201
Assistant Project Manager 2	$170	$179	$187	$197	$207
Assistant Project Manager 3	$175	$184	$193	$203	$213
Project Manager 1	$180	$189	$198	$208	$219
Project Manager 2	$185	$194	$204	$214	$225
Project Manager 3	$190	$200	$209	$220	$231
Project Manager 4	$200	$210	$221	$232	$243
Project Manager 5	$210	$221	$232	$243	$255
Project Manager 6	$220	$231	$243	$255	$267
Senior Project Manager 1	$230	$242	$254	$266	$280
Senior Project Manager 2	$240	$252	$265	$278	$292
Senior Project Manager 3	$250	$263	$276	$289	$304
Program Manager 1	$260	$273	$287	$301	$316
Program Manager 2	$270	$284	$298	$313	$328
Program Manager 3	$280	$294	$309	$324	$340
Principal 1	$290	$305	$320	$336	$352
Principal 2	$300	$315	$331	$347	$365
Principal 3	$310	$326	$342	$359	$377
Senior Principal 1	$320	$336	$353	$370	$389
Senior Principal 2	$330	$347	$364	$382	$401
Senior Principal 3	$340	$357	$375	$394	$413
Geographic Information Services (GIS)					
GIS Technician 1	$135	$142	$149	$156	$164
GIS Technician 2	$145	$152	$160	$168	$176
GIS Technician 3	$155	$163	$171	$179	$188
GIS Analyst 1	$165	$173	$182	$191	$201
GIS Analyst 2	$175	$184	$193	$203	$213
GIS Analyst 3	$185	$194	$204	$214	$225
GIS Project Manager 1	$200	$210	$221	$232	$243
GIS Project Manager 2	$210	$221	$232	$243	$255
GIS Project Manager 3	$220	$231	$243	$255	$267
GIS Specialist 1	$230	$242	$254	$266	$280
GIS Specialist 2	$240	$252	$265	$278	$292
GIS Specialist 3	$250	$263	$276	$289	$304
GIS Program Manager 1	$260	$273	$287	$301	$316
GIS Program Manager 2	$270	$284	$298	$313	$328
GIS Program Manager 3	$280	$294	$309	$324	$340

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Other Direct Costs

Regular Vehicle (GSA Rate)	$0.67/mile
Submeter GPS	$100/day
UTV and Trailer	$95/day
Fleet Vehicle	$95/day
iPad	$10/day
Wildlife Remote Camera	$20/ day
Acoustic Bat Monitor	$35/day
Kayak Kit	$75/day
Survey Flashlight (Streamlight)	$12.50/day
Aquatic Survey Sampling Kit	$25/person/day
Drone/sUAS	$250/day
Wetsuit	$70/week
Drysuit	$195/week
YSI ProDSS Water Quality Meter	$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.

   To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

AGREEMENT FOR CONSULTANT SERVICES

PREAMBLE

THIS AGREEMENT is dated for identification on August 6, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Sequoia Consulting Group ("Consultant"), identified as an S Corporation and whose address is 1342 Creekside Drive, Walnut Creek, CA 94596. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide environmental consulting services in support of wildfire related vegetation management in Town owned open spaces.

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

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

II. AGREEMENT

2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on June 27, 2024 which is hereby incorporated as Exhibit A.

2.2 Term and Time of Performance. This contract will remain in effect upon execution to June 30, 2025.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

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

2.6 Compensation: Compensation for services in the amount not to exceed $181,165, inclusive of all costs. Payment shall be based upon Town approval of each task and fees for each task shall not be exceeded without written authorization from the Town.

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 of receipt of the invoice. All invoices and statements to the Town shall be addressed as follows:

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

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

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

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

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

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

2.12 Intentionally omitted.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the Agreement, 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 and in the aggregate for products and completed operations, personal and advertising injury, bodily injury, personal injury and property damage.

ii. Consultant agrees to have and maintain for the duration of the Agreement, an Automobile Liability insurance policy ensuring him/her and his/her staff for any, hired, or non-owned vehicles in an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements affecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

i. The Town, its elected and appointed officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

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

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

3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, officers, agents, employees, and volunteers ("Indemnitees") from all damages, liabilities, penalties, costs, attorneys' fees, or expenses ("Losses") in law or equity that may at any time arise or be set up because of damages to property or personal injury or other received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subcontractor. The Consultant's duty to indemnify and hold harmless the Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees. Consultant's obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

IV. GENERAL TERMS

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

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

4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than sixty days (60) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum Agreement price as the work delivered to the Town bears to completed

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

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

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

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

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

Sequoia Ecological Consulting Inc
Attn: Debie Montana
1342 Creekside Drive,
Walnut Creek, CA 94596

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

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

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

4.9 California Public Records Act. Town is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to Town, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

lines containing the information. In the event of a request for such information, Town will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in Santa Clara County before the Town is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the Town is required to respond to the CPRA request, Town may disclose the requested information without any liability. Consultant further agrees that it shall defend, indemnify and hold Town harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by Town of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

4.10 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, a strike, lockout or other labor difficulty, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on Town's sole discretion.

4.11. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

4.12 Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

4.13 Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

V. FEMA CONTRACT TERMS

5.1 Remedies. Refer to Section IV of this agreement.

5.2 Termination for Cause and Convenience. Refer to Section 4.3 of this agreement.

5.3 Equal Opportunity Employment. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

5.4 Intentionally omitted.

5.5 Copeland Anit-Kickback Act. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.

5.6 Intentionally omitted

5.7 Rights to Inventions Made Under a Contract or Agreement. Any inventions made related to this Agreement and associated work is subject to the provisions of 37 CFR Part 401, as applicable.

5.8 Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non- federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

5.9 Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Town of Los Gatos. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Los Gatos the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Town will insure the Contractor and any lower participants are not debarred by checking the government's System Award Management (SAM).

The Bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or proposer further

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.10 Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency

5.11 Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

5.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

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telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

5.13 Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.14 Access to Records. The Contractor agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In addition to the reports specified in this Agreement, Contractor shall retain the records required by the applicable provisions of 2 CFR § 200.333, no less than three (3) years after Town's final payment to Consultant under this Agreement and provide the Town with the reports required pursuant to 2 CFR §§ 200.328 and 200.343, and such other records and reports as the Town may reasonably require in the administration of this Agreement. Contractor shall keep all other necessary books and records, including property, personnel, loan documentation and financial records, in connection with the operation and services performed under this Agreement, in accordance with 2 CFR §200.333.

5.15 Changes in Scope of Work or Work Schedule.

(a) Any change in the scope of work to be done, method of performance, nature of materials or price thereof, work schedule changing the number of working days, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance by the Town, in a written amendment or Contract Change Order.

(b) The changes will be set forth in an amendment or written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments to the work schedule or work completion date. Such Change Orders shall be approved by the Town. Upon receipt of an approved Contract Change Order, or of a written authorization from the Town setting forth a description of the change and agreed upon changes in contract price, the Contractor shall proceed with the work so ordered.

(c) In the absence of an approved amendment or Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment to the work schedule or work completion date.

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(d) When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. Contractor shall receive compensation at the fees and rates previously agreed upon in writing.

(e) Contractor shall not be entitled to an adjustment in the compensation or work schedule for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a subcontractor or supplier shall be deemed to be within the control of contractor.

5.16 DHS Logo, Seal and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

5.17 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.18 No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

5.19 Program Fraud and False or Fraudulent Statements of Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

5.20 Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.21 License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Los Gatos.

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

Town of Los Gatos by:

Signed by:
Laurel Prevetti 8/16/2024
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant by:

DocuSigned by:
Debie Montana 8/15/2024
0DA686C30CBB453...
Debie Montana, Chief Executive Officer

Recommended by:

Signed by:
Nicolle Burnham 8/15/2024
0E9783134904 4C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 8/16/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood 8/19/2024
BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

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proposal

June 27, 2024

TOWN OF LOS GATOS DEPARTMENT OF PARKS AND PUBLIC WORKS

Professional Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space)

SEQUOIA
Ecological Consulting, Inc.

EXHIBIT A

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A crew chips felled trees while a biological monitor provides assistance from a safe distance away during the North Orinda Shaded Fuel Break project.

"The team at Sequoia was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff's expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire."

Cheryl Miller, Executive Coordinator
Diablo FireSafe Council

A contractor clears vegetation in a portion of Claremont Canyon Regional ... has been identified both as high-risk for wildfire, and highly ...itat for Alameda whipsnake.

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SEQUOIA
Ecological Consulting, Inc.

Cover Letter

June 27, 2024

Town of Los Gatos
Department of Parks and Public Works
41 Miles Avenue
Los Gatos, CA 95030

RE: Proposal for the Town of Los Gatos Department of Parks and Public Works Professional Environmental Monitoring Services for Vegetation Management Risk Reduction Project (Open Space), Town Project 832-4508; Federal Project #4407-PJ0506

Members of the Selection Committee,

The Town of Los Gatos carries a profound responsibility in safeguarding its residents and preserving its cherished parks and open spaces, which face escalating threats from wildfires. The Town's natural landscapes not only serve as vital recreational areas, but also harbor diverse ecosystems and protected natural resources. To proactively mitigate these risks, the Los Gatos Open Space Vegetation Management Plan (VMP) defines the approach and guidelines that the Town will use for fuel reduction work, in accordance with the California Vegetation Treatment Program (CalVTP) Project Specific Analysis (PSA) and Addendum to the Program Environmental Impact Report (PEIR). The PEIR identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general, while the VMP specifically prioritizes fuel treatments throughout Town parks to enhance public safety. We understand that the Town has carefully weighed the benefits of removing fuels versus the effects of a potentially destructive wildfire, as well as the environmental impacts of initial clearing work and follow-up maintenance. With treatments planned across five open space areas, we understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate timely completion of the VMP implementation efforts, in compliance with the PEIR.

With more than a decade of experience supporting wildfire mitigation efforts, **Sequoia Ecological Consulting, Inc. (Sequoia)** has worked extensively with agencies throughout the Bay Area to expedite implementation of their fuel management programs. We have teamed with our frequent partner **Montrose Environmental Group (Montrose)** to provide cultural resources services as needed. Sequoia and Montrose having collaborated with similar roles on wildland fuel management efforts for clients including San Mateo County RCD, East Bay Municipal Utility District, Sonoma County Parks, the State of California Department of General Services, Contra Costa County Fire Protection District, and the Moraga-Orinda Fire District, among many other public agency clients.

99 South Almaden Boulevard, Suite 600 • San Jose, CA 95113 • 925.855.5500 • www.sequoiaeco.com

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We are uniquely qualified to support the Town in meetings its VMP goals and long-term objectives because:

- ✓ Sequoia has **worked extensively under the CalVTP, leading planning and PSA development** activities (5 approved PSAs in the last 3 years), **as well as implementation** of projects throughout the Bay Area.
- ✓ Our staff are experts and **permit-holders for the project's focal species**, including western bumble bee, foothill yellow-legged frog, California red-legged frog, and California tiger salamander.
- ✓ With a staff of more than 50 biologists, we provide a **deep bench of environmental monitors who can meet any scheduling need or concurrent efforts**. All of these staff have supported Sequoia's fuels management projects, and have a deep level of understanding of the unique requirements and hazards associated with the full range of prescribed treatments. We have a number of staff who live within 5 miles of the project area.
- ✓ As our references will attest, Sequoia helps our clients **expedite fuel reduction projects while avoiding costly permitting requirements and project del**ays. The value we provide allows agencies to redirect their time and resources to other high-priority areas.
- ✓ Sequoia offers a menu of **optional services that can be scaled and deployed as requested** to meet the Town's specific needs.

Sequoia has prioritized our fuel management work support above all other work on our client list because we understand the urgent need to mitigate our region's vulnerabilities when it comes to wildfire. This region is our home, and we appreciate the opportunity to play a role in reducing the threat of wildfire here, while also enhancing the habitats of the diverse species that share these lands with us. Sequoia has never failed to fulfill a request, even urgent same-day requests, to support the fuel reduction programs we support. C

We have carefully reviewed the Town's RFP and our team will meet all requirements, terms, and conditions described therein. Thank you for this opportunity to present our team's approach and qualifications. As Principal at Sequoia Ecological Consulting, Inc., I am authorized to sign and negotiate on behalf of our firm. Please contact me directly at (925) 989-7011 or via e-mail at dmontana@sequoiaeco.com should you have any questions or requests for clarification on this proposal.

Sincerely,
SEQUOIA ECOLOGICAL CONSULTING, INC.

Debie Montana
Chief Executive Officer and Principal Biologist

Bill Montana
Chief Financial Officer

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Scope of Services

Project Understanding

The Town is proactively protecting open space, the public, and sensitive natural resources by developing management plans to mitigate wildfire risk. The planning effort centers around targeted fuel reduction in densely vegetated areas, with aims to enhance both firefighter access and public evacuation routes. Plans are guided by CAL FIRE measures and Town ordinances and encompass nearly 5,000 acres of open space and parkland. The overall purpose is to minimize both wildfire risk and negative environmental impacts.

The VMP defines the approach and guidelines that the Town will use for fuel reduction work. The VMP was designed to address critical open space areas and emergency/evacuation routes and support local and regional goals in reducing wildfire risk. The VMP was prepared in accordance with the CalVTP PSA and Addendum to the PEIR, which identifies standard treatment activities and associated environmental protection measures in and around Wildland Urban Interface (WUI) areas in general. The VMP specifically prioritizes fuel treatments in these parks to enhance public safety; the Town has weighed carefully the benefits of removing fuel versus both the effects of a potentially destructive wildfire and environmental impacts of initial clearing work and follow-up maintenance.

Treatments are planned across approximately 200 acres, distributed among five open space areas, including Heintz, Santa Rosa Open Space, Novitiate, Worcester and La Rinconada Park(s). Three of the parks included in the VMP are within the WUI and are also within the Very High Fire Hazard Area, between forested mountain regions to the southwest of the Town and higher-density population areas to the north, closer to the San Francisco Bay. Approximately 3,000 homes are within the WUI, a highly vegetated region with limited access for firefighters or public evacuation in general.

We understand that the Town seeks an environmental consultant who can provide support and expert planning to facilitate the VMP implementation efforts.

Sequoia's first action item in wildland fuel reduction planning and implementation happens long before contract execution. During the proposal process, our team focuses on novel approaches and mining potential cost efficiencies and identifying potential project-specific and schedule roadblocks that can be addressed proactively. While we are a small firm, **Sequoia has completed and implemented the second highest number of approved PSAs in California. Our team will apply our deep understanding of the CalVTP process, coupled with a thorough comprehension of species phenology, patterns and distributions, to develop the most cost-efficient option while also maximizing natural resource protection.** We recognize that clients are often operating under tight grant budgetary limits. We do our due diligence in environmental review, contractor oversight and compliance, and species avoidance. We understand that while effective senior oversight is an essential part of project management and quality control, the balance of the budget should be where the boots hit the ground to accomplish as much fuel reduction as possible.

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Overall Approach to Managing the Scope of Work

Sequoia regularly assists with the planning and implementation of multi-site fuel reduction projects with simultaneous treatment activities and complex scheduling demands. Through this experience, we have developed this approach to projects of this nature: we will focus on the ability to foresee issues, and the adaptability to respond to project changes as they arise. We will ensure that communications with the Town, its contractors, and stakeholders to be ongoing and frequent, and our continuous environmental training program will be thorough to ensure crews are mindful of and vigilant in protecting sensitive environmental resources while performing their work. We will develop and identify roles and responsibilities and conduct a thorough safety planning effort to mitigate risk during implementation.

We have found that when it comes to facilitating work on a robust vegetation management program like the Town's, schedules are often dependent on the availability of contractors, red-flag warnings, wildfires, permit measures, wildlife ecology, and public relations concerns. With all these variable conditions, last-minute scheduling changes and biological monitoring requests are inevitable. Sequoia staff understand the challenges that this program faces, and we will address the Town's needs quickly and with the highest level of professionalism.

Potential Challenges and Solutions

From experience in implementing fuel treatment projects under the CalVTP, Sequoia understands that there are several potential challenges with timing and schedule. Fortunately, we have honed our adaptive approach in this regard and developed solutions that save budget and enhance efficiency. Sequoia can work with the Town and implementation contractor to:

- Assign staff that thoroughly understand the nature of on-call work and pivoting based on dynamic conditions and variables;
- Ensure built-in staff redundancy in our management team to ensure that team leaders, such as Sequoia's project manager, have seamless back-up support during vacations and sick time. With fuel treatment implementation projects, we understand that last-minute changes due to environmental conditions or the dynamic nature of the work make communication a critical component of project management. By communicating with the Town about secondary and tertiary contacts and establishing roles in terms of the hierarchy of notifications, Sequoia intends to address any last-minute concerns, changes or questions as quickly and thoroughly as possible;
- Schedule work outside of the nesting bird season or botanical survey season to save on treatment monitor cost;
- Find schedule efficiencies around crew availability with regard to Red Flag workdays/shutdowns and/or availability during the height of fire season (e.g., finding project areas or treatment methodologies that can be performed despite restrictions on spark-generating equipment)
- Conduct crew refresher training at no additional cost during the pre-treatment or spot-check survey activities;
- Assisting the Town with grant-required quarterly reporting as necessary.

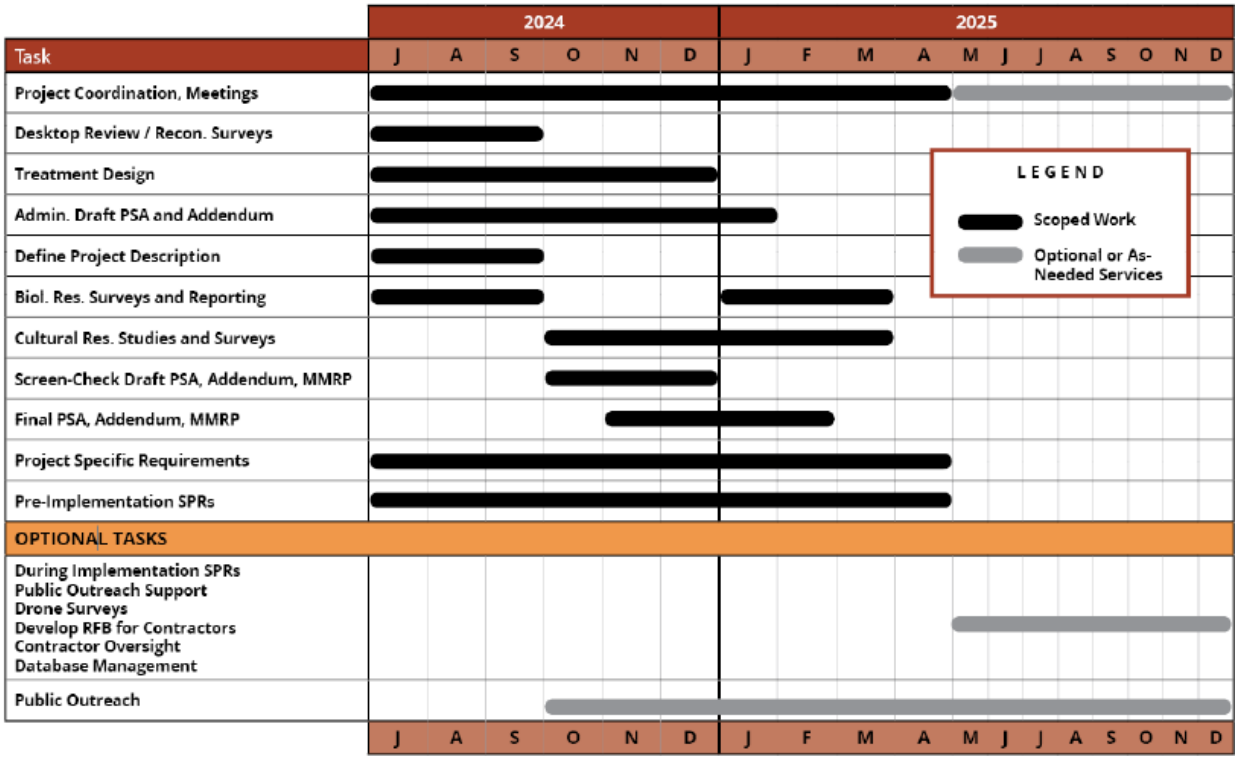
Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Task 1 – Meetings and Project Documentation

After the contract is awarded, Sequoia will organize an initial, project kickoff in-field team meeting to start the project and ensure that the project's goals are fully understood, and will be met within the required timeframes. The meeting will serve as an opportunity to discuss and define project parameters, schedule, team member roles, and communication protocols. Periodically throughout the project, Sequoia will attend meetings with the Town and project stakeholders to ensure that project needs are met in a timely manner. Sequoia will conduct a contractor meeting at the project onset as well. Later, during the course of the implementation phase, Sequoia will also conduct regular progress check-in meetings over time (described in more detail below).

At the kickoff meeting, Sequoia will provide a project schedule (similar to the example below) to the Town. It is important to provide this at the onset of the project to facilitate prioritization, tracking, and documentation of deliverables and major milestones. Then, during the meeting, the Town will be able to weigh-in on the schedule itself, in real-time, and provide feedback as to major decision-points or checkpoints.

Project Schedule



Kickoff Meeting. At project commencement, Sequoia will meet with Town staff to review the Scope of Services and Proposed Work Plan. This initial meeting is intended to confirm the parameters of the scope, project scheduling, and overall communication protocols. By listening and ensuring a shared understanding,

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we will endeavor to anticipate and prioritize the Town's needs as we serve as your eyes and ears on the ground during work. Upon completion of the kickoff meeting, Sequoia will prepare Meeting Minutes that summarize items discussed, and detail action items. In our experience, having the kickoff meeting in person is an excellent means to spark side-conversations, dig deeper into details, and explore alternative perspectives. Visiting one of the project sites just following the kickoff meeting could add even more benefit – reviewing roles and responsibilities and work expectations, with the project landscape as a contextual backdrop, could inspire the team at the onset. We strongly encourage the Town to consider an in-person approach to collaborating at the first kickoff meeting.

Contractor Meeting. Once the Town selects an implementation contractor to perform fuel treatments, Sequoia will meet with the Town and the contractor to learn the approach and sequencing intended for the creation of the defensible space around the subject parks and facilities. When starting a project at a new work location, we will immediately establish lines of communication between the project manager and all involved parties, including the contractor foreman, fire crews, and Town staff. As above, an in-person approach to meeting with crews, with the surrounding landscape as context, is an important way to assess scope, review tasks-at-hand, and it is also a critical element in addressing logistics or safety questions prior to work-start.

Project Meetings. Sequoia project manager and staff biologist(s) will attend up to six follow-up virtual progress meetings with the Town and implementation contractor during execution of the work. Follow-up meetings are critical to continued calibration and managing expectations/deliverables throughout the course of the project. Follow-up meetings are an opportunity for the Town and Sequoia to discuss budget projections, to plan logistics, and to re-visit compliance issues as necessary. By establishing a set schedule of check-in meetings, Sequoia creates a consistent framework to manage the project. At the onset of the project, the Sequoia project manager will develop a framework schedule of when meetings will occur and will set relevant agenda items for all to review and weigh-in on prior to actual meeting dates. The Sequoia project manager will attend all progress meetings. The Sequoia program manager will attend the kickoff meeting, and a portion of the follow-up meetings depending on project stage and whether their technical support or input is needed. It is Sequoia's intent to limit the amount of overhead management time on this project in order to keep budget with the field biologists and treatment efforts.

Monthly Work and Project Summary. Each month, Sequoia will provide a one-page summary for each of the 18 expected working months. Summaries will document environmental work completed in the preceding month and the scope of work planned for the next month. Sequoia will work with the Town to determine the best format and delivery of this summary over the course of the project.

Task 1 Deliverables

- Kickoff meeting agenda and detailed memorandum, identifying information needs and a framework for the meeting
- Meeting minutes

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- Monthly work summaries

Task 1 Assumptions

- Kickoff meeting and fuel treatment team meetings will be in-person, on-site, and will include site walks.
- All follow-up project progress meetings will be virtual/via phone.

Task 2 – Data Collection and Review

Sequoia will thoroughly review all project environmental documents and previously performed survey findings.

Based on this review, Sequoia's team will develop an outline summary of work. Sequoia will develop a compliance matrix and reference guide for implementation crews based on the compliance documents. The reference guide will be an efficient way for both field biologists and crews to refer to relevant measures, methods and protocols, as well as timing of the requirements, and clear guidance and timing for the crews. Sequoia has already developed such tables for other clients on fuel reduction projects – because these clear templates already exist in our database, adapting them for this project will be efficient and save on cost. Additionally, Sequoia will share all project related resources, buffers and layers with the crew via a mapping tool such as Avenza or Google Earth. By sharing these mapping resources, the implementation contractor will have the same level of detail for real-time resources in the field as the Sequoia staff biologists. Sequoia will develop detailed field instructions for their biologists in general. Field instructions will focus on safety, access-related issues, coordinating correct and up-to-date mapping resources, and other site-specific details. By conducting this analysis and creating this documentation up-front, before implementation begins, Sequoia will set up both field biologists and implementation crews for success. It will also establish a standard of collaboration and communication between the team.

Review Environmental Documents. Sequoia will review and assess all environmental documents pertaining to the proposed open space vegetation management; including the Avoidance and Minimization Measures outlined in the PSA.

Matrix/Table of Minimization and Mitigation Requirements. Sequoia will provide a matrix/table of all minimization and mitigation requirements for the project, split by where they occur in the project time (before, during, after) so that it is very clear to both the Town and contractor when measures are implemented and who the responsible parties are. Sequoia has generated this table before for other clients – re-using the template will save on effort and cost for this project.

Task 2 Deliverables

- Matrix/table of measures, work and studies required for environmental compliance.

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- Quick reference guides or guidance documents for biologists and crews. Sequoia will use existing templates for guidance documents which will save time and management cost.

Task 2 Assumptions

- The Town will provide all relevant existing project documents, including GIS shapefile layers, for Sequoia's use and development-of-reference-guide purposes.

Task 3 - Pretreatment Surveys

Sequoia will rely on the existing documentation and mapping performed by others, to perform pretreatment surveys of the work areas. Pretreatment surveys are a critical step in the CalVTP process. They are used to determine whether species-specific mitigation measures are required, and they are performed to document conditions before treatment so that a post-treatment analysis can be conducted. Post-treatment surveys are meant to adequately determine whether any habitat type-conversion has occurred because of the work performed. Since it has been determined that there is suitable habitat for special status species present, and project areas have potential to be affected by a treatment activity, pretreatment surveys will be performed, and if those species are detected and documented, further species-specific mitigation measures will be applied.

Sequoia recognizes that working in remote wild areas requires attention to detail regarding both our own team and members of the larger project team. Prior to beginning any survey efforts, Sequoia field biologists will perform a safety analysis of the work in general. This will guide daily safety discussions, and safety plan elements will be constantly updated as the project progresses (i.e., as new areas are added to the survey, new assessments are made about relevant hazards).

Sequoia biologists will conduct focused pretreatment surveys no more than 14 days prior to the beginning of treatment activities as mitigation measures determine that suitable habitat for special status species is present and has potential to be directly or indirectly affected by a treatment activity. The survey area will be determined by a qualified biologist based on the species and habitats and any recommended buffer distances in agency protocols.

Nesting Bird Surveys. Sequoia's biologists will conduct surveys for nesting avian species in compliance with the CalVTP PEIR if implementation of the project is to occur during the nesting season for birds (February 1 – August 31). A Sequoia biologist will conduct nesting bird surveys no earlier than 7 days prior to the commencement of work activities during the nesting season. The biologist will survey all areas on foot that may provide suitable nesting habitat within 300 feet of the project site for passerines and within 500 feet for nesting raptors, as access allows. The survey will be conducted during the morning hours for peak avian activity and will not take place during periods of excessive or abnormal cold, heat, wind, rain, or other inclement weather that may reduce the likelihood of detection. If nesting birds are discovered during the initial survey, we will establish a suitable "no work" buffer around all active nests. Buffers will remain in place for the duration of the breeding season or until it has been confirmed by a qualified biologist that all

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chicks have fledged and are independent of their parents. Results from the nesting bird surveys will be provided as a map layer to implementation contractors to enable them to plan work around buffers in real-time, in the field, using a phone or tablet.

Perform Native American consultation for the project as required. Per our understanding of Standard Project Requirement CUL-2 of the PSA, geographically affiliated Native American tribes on the Native American Heritage Commission (NAHC) list have already been contacted and notified. From our vantage, SPR CUL-8 (Cultural Resource Training) will need to be conducted prior and during initial treatments – we assume the Town has this scope covered by others as well.

However, if these elements were not already previously completed, Sequoia has preemptively enlisted the support of our long-trusted partner Montrose. In addition to working with Sequoia on numerous wildfire mitigation efforts, Montrose has experience in watershed, stream, and open space projects, and many years of experience with vegetation and watershed management to reduce fire risks. On this project, Montrose will serve as the lead on contacting, coordination with, and performing all required Native American consultation during the implementation phase. Montrose' proposed staff are also experts in CEQA/NEPA, environmental laws including the Clean Water Act (CWA) and the Endangered Species Act (ESA), as well as other regulatory requirements and permitting, particularly for complex efforts that include a variety of fuel reduction treatment methods. While AB 52 compliance has been satisfied for projects found to be within the scope of the CalVTP Program EIR with a PSA or project approval with a PSA/Addendum, in accordance with SPR CUL-2, Montrose's cultural resources specialist will obtain the most current Native American Heritage Commission (NAHC) Native Americans Contact list and contact the geographically affiliated Native American tribes. Montrose will prepare the notification letter and request information regarding potential impacts to cultural resources from the proposed project.

Native American consultation will generally consist of the following process, pending which tasks have already been completed or still need to be addressed before implementation begins:

- Reach out to tribes in the Los Gatos project area (if this has not already been performed)
- Inform them of the Town's planned work;
- Respond to questions from Native American tribes;
- Provide guidance and consultant on potential site visitor work observation days;
- Potentially join tribe(s) for a site visit too, if requested by Town; and
- Document this outreach for the general administrative record/project file.

Cultural resources work will be overseen by Janis Offermann, who meets the U.S. Secretary of Interior's professional standards in archaeology. Montrose will work with the Town as needed, to meet all standards for Native American consultation relative to the project study area based on the expected area of disturbance that will be identified as an area of potential effects (APE) for the purposes of compliance with Section 106 of the National Historic Preservation Act (NHPA).

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If needed and as required, Montrose will assist the Town to satisfy the requirements of Native American consultation pursuant to AB 52, chaptered as Public Resources Code Section 21080.3.1(b), which is the responsibility of the CEQA lead agency, as needed. Montrose will contact the NAHC on behalf of the Town to determine whether Native American sacred sites are known to be located in or near the project, and for a list of tribes that have a traditional and cultural affiliation with the project area and who may have information about significant Native American resources. Once the list is received from the NAHC, Montrose will draft a letter for review and signature by the Town, and send letters to the identified tribes to notify them about the project and the opportunity to consult under AB 52, along with a request of concerns or knowledge about significant Native American resources within the APE. We will mail the letter to the tribes via certified U.S. mail with a return receipt. Follow-up emails will be to letter recipients about 2 weeks after the initial contact to verify that the letter has been received. The federal lead agency, if applicable, will retain responsibility for Native American consultation pursuant to 36 Code of Federal Regulations (CFR) 800.2(c)(2)(ii).

Bumble bee Surveys. Four bumble bee species are candidates for listing under the California Endangered Species Act (CESA), and therefore require protocol surveys. Sequoia's team includes two of the first biologists to have their Memorandum of Understanding (MOU) from California Department of Fish and Wildlife (CDFW) to conduct these protocol surveys. Bumble bee habitat suitability assessments (HSAs) can be performed concurrently with the pretreatment surveys, and must be performed during the Colony Active Period, which is approximately between April and September.

Pretreatment Surveys. Sequoia will conduct pretreatment surveys of each work location and will identify any relevant mitigation requirements.

Pretreatment Findings and Reports. Sequoia will develop pretreatment report based on survey results. Results will be incorporated into the real time mapping so that crews can see buffers. Sequoia biologists will be flagging specific buffers or resources for avoidance as they are found.

Task 3 Deliverables

- Written summary of field survey observations (Daily Monitoring Report)
- List of mitigation requirements and recommendations for each work location
- Pretreatment survey report detailing the survey efforts and results. The report will include an introduction to the project, survey methods, results, and a discussion of the project.
- Report detailing avian species observed, areas surveyed, details on active nests found, and buffer zones implemented, as applicable
- Nesting Bird Survey results will be valid for seven (7) days.

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Task 3 Assumptions

- A full desktop review and mapping resources that was conducted and/or generated by the authors of the PSA will be made available to Sequoia for purposes of orienting the pretreatment, or any, biological resources surveys.
- While protocol level rare plant surveys are required ahead of treatments by the CalVTP, the RFP did not list this as a task, however Sequoia can provide this service for additional costs not included in this proposal effort.
- Any necessary landowner notifications will be provided by Town prior to fieldwork. Sequoia can assist the Town with right-of-entry (ROE) permits and notifications ahead of all field efforts, if requested.
- Safe access will be provided to Sequoia at the time of the survey.
- Notice to proceed will constitute permission for Sequoia to be present on the property to conduct the field survey at a time agreed upon by Town and Sequoia.
- Digital maps will be made available to crews; costs of app to utilize maps on their phones is not included in this scope.
- Town will provide Sequoia with geodata of Project and survey areas as GIS Shapefile or Google Earth .kmz file, including the following layers:
    - Park boundaries with roads and trails
    - Park Habitat types

Task 4 –Environmental Awareness Training

Before work begins, an experienced Sequoia biologist will provide environmental training to all crew members. Environmental awareness training is a critical step in establishing communication between the Town, its fuel reduction crews, and resource specialists. Trainings led by Sequoia staff are open-ended and interactive, and foster a positive relationship among the project team members. Training will include an overview of the ecology and identification of each sensitive species with potential to occur, nesting bird buffer protocols, and all Avoidance Minimization and Mitigation (AMMs) and Best Management Practices (BMPs). If needed, training may also include a demonstration of rare plants, sudden oak death, and noxious weed decontamination protocols. Brief, informal refresher trainings may also be also presented periodically, as needed to remind crews of the various measures in place.

Sequoia will design and distribute program-specific hardhat stickers to crews completing environmental training on the Town's vegetation management projects. This is a recent example of one of our crew environmental training stickers.

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Sequoia will perform additional refresher training at no additional cost during treatment activities, in conjunction with surveys or other on-site responsibilities.

Note that to be cost efficient, Sequoia will budget one (1) standalone environmental training at the beginning of the implementation phase for all contractor crews. Any follow-up training, as either refresher or to train new crew members as they are assigned to the project, will be performed concurrently with pretreatment surveys and/or treatment monitoring. The versatility of our biologists in this regard (e.g., performing the training and then proceeding with monitoring work) is a testament to their multifunctionality and this will benefit the project as a cost savings measure.

Our biologists regularly receive accolades and are acknowledged for their exemplary communication with crews and clients throughout treatment activities.

If requested, Sequoia can provide bilingual staff to perform environmental training in both English and Spanish, as well as bilingual brochures.

Task 4 Deliverables

- Draft training pamphlets for Town review (in both English and Spanish, if requested)
- Final materials for the training session, edited to reflect Town comments
- Hardhat stickers designed and printed for crew use
- Sign in sheet for training session

Task 4 Assumptions

- Delivery of the on-site environmental trainings will be included in the costs for pretreatment surveys or biological monitoring, and the training will be provided to any new crew members, as requested.
- Costs include preparation of environmental training materials, including one round of comments and edits from the Town.
- Costs include 50 printed environmental awareness training pamphlets.
- Refresher trainings for new crew members can be provided to crews while biologists are onsite for pretreatment surveys at no additional cost.
- Cost for stand-alone environmental trainings is provided for project initiation.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Task 5 –Fuel Reduction Compliance Monitoring

Fuel Reduction Compliance Monitoring. Sequoia's highly qualified and agency-approved biologists and/or botanists will provide on-site observation and monitoring to the level required to comply with the project environmental documents as they pertain to biological resources. Sequoia biologists will monitor fuel reduction work in the field. Depending on park unit and habitat type, monitoring may either be half- or full days. Sequoia has already reviewed the project documents and we understand which areas specifically provide suitable habitat for special status species (e.g., Foothill yellow legged frog) and will therefore require full-time monitoring, versus those work areas that only need spot checks or partial days to survey and protect resources.

Sequoia staff know that open communication and mutual respect are essential to address potential compliance concerns and sensitive species impacts during monitoring or treatment activities. Through cooperation and communication with crews, Sequoia staff encourage crews to remain vigilant to maintain compliance.

When issues arise on site that require prompt communication, such as scheduling changes or compliance issues, these are reported to the appropriate team members immediately. Sequoia's team has a thorough understanding of the Project, and we will constantly work to improve our planning, surveying, reporting, and general project support to better meet the Town's needs.

Sequoia's project manager will communicate with the Town and implementation crews on a regular basis to assess project schedule demands and progress over time. They will brief biologists' on the extent of work, access, safety considerations and monitoring scope on a regular basis to ensure consistency of understanding. Staff biologists will continually check-in with Town and contractors, and will submit daily reporting logs and safety analyses during the course of work. Sequoia will open multiple layers of communication (Slack, email, text) in order to fully cover logistics demands – in our experience, providing several means of communication allows for flexibility among the team, as personal preferences may shift over time. The most important element of monitoring is to establish clear roles and responsibilities both at the onset but also over time (in the form of re-calibration points among the team). By continually checking and re-checking compliance documents, and refreshing the team on the hierarchy of communication, Sequoia will create an efficient and supportive project structure, with very little room for misaligned expectations or lapses in judgment.

Task 5 Deliverables

- Daily reports of field activities including photographs as appropriate, and observations of regulated species, if applicable

Task 5 Assumptions

- Fencing and signage will be provided and installed by the contractor or the Town. The biologist can assist the onsite team with demarcation of areas where fencing will be required if necessary.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Task 6 – Project Environmental Reporting

Project Environmental Reporting. Sequoia's experienced biologists excel at documenting project activities. We understand that a post-project implementation report (referred to by CAL FIRE as a Completion report) is required by the PSA under SPR AD-7. The report includes information about the size of treated area (acres), treatment types and activities, dates of work, a list of SPRs and mitigation measures implemented, and relevant explanations about the measures themselves. Sequoia will develop the report at project conclusion with a statement on compliance with the environmental requirements of the project. The report will include any/all results from post-treatment surveys, as well as all GIS data. The report will be delivered in a timely manner, and in the case of compliance concerns, our staff will follow strict communications protocols with Town staff for immediate incident reporting. Sequoia will make use of several layers of senior technical review during the drafting process.

Task 6 Deliverables

- Project summary report

Task 6 Assumptions

- The project summary report will include one round of edits by the Town.

Optional Services

Sequoia can provide the following optional/additional services to the Town at their request, on a time and materials basis. Our team is highly qualified to offer these services as means to supplement and enhance the successful completion of the project.

Contractor Cultural Resources Training. As required by the PEIR, and if not already completed/planned for by others by the Town in general, the Sequoia team (via our partner Montrose) can develop and provide cultural resource training with a focus on potential cultural resources on-site, avoidance measures, best management practices, and pertinent regulatory guidance for treatments.

Assistance with Request for Bids and Contractor Oversight. Sequoia can assist the Town with developing Request(s) for Bid, contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing implementation or inspection support on a high-level, as needed. Sequoia performed this service as part of the La Honda Shaded Fuel Project with San Mateo County Resource Conservation District. Sequoia is unique among consulting firms in that its Climate Resiliency & Restoration Program Manager (Will Johnson) has a background in the implementation side of fuel reduction and restoration and has managed projects from both contractor and consultant perspectives. Will oversaw coordination and logistics for contractor crews and heavy equipment operations for more than a decade prior to joining Sequoia. His extensive industry knowledge has proven to be a powerful tool

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in soliciting cost-efficient bids, writing specifications, and reviewing potential implementation crews' qualifications.

Invasive Plant Mapping. Sequoia can perform invasive plant mapping as populations are found and provide data to the Town using Cal-IPC guidelines/protocols. By mapping invasive plant populations, Sequoia will supplement Town data to help inform land management decision-making during PSA treatments, or when performing standard Park maintenance and stewardship operations over-time. Invasive plant mapping can be performed at minimal cost during the pretreatment survey effort.

Mapping and Documenting Other Pests. Preventing the spread of plant pathogens (e.g., pitch canker, goldspotted oak borer, etc.) is an important part of the SPR's for the PSA (SPR BIO-6). Aside from sanitizing equipment and providing thorough training, it is critical to better understand where pathogens occur or are likely to occur. Sequoia has botanists specifically trained in identifying plant pathogens and are certified arborists. Sequoia will document or map other pests (e.g., bore beetle) as they occur throughout survey areas. Pests can be critical indicator species for larger-scale ecosystem health and trends. By mapping other types of pests, Sequoia can support future treatment planning efforts, and Town's VMP, and ongoing park and land management responsibilities.

GIS Services. Sequoia's GIS experts can create an internal GIS database and Esri ArcGIS Online website to track fuels treatments in real time for the Town. The GIS service can be utilized across a wide array of platforms and can track all wildfire resiliency work. Coupled with a thoughtful approach to community outreach above, this is an effective tool to connect the public with the work and communicate updates and progress over time. Additional GIS database management, data collection, and cartography services can be provided upon request. As described further in our description of the Tunnel Fuel Break project on page 26, Sequoia provides these service to Moraga-Orinda Fire District. The web tool Sequoia created can be found at this link.

Drone Surveys. Sequoia can offer drone services to assess project progress, document site conditions, and develop aerial imagery for publications and presentations. Sequoia staff are Federal Aviation Administration (FAA) Part 107 Remote Pilot-licensed. Drone assessments will provide digital orthophoto, digital surface model (DSM), digital elevation model (DEM), and point cloud data products. Drone use will be carefully planned in accordance with airspace restrictions, sensitivity to surrounding landowners and agencies' regulations (e.g., East Bay Regional Park District), and Sequoia will hold drone insurance through Verifly. Drone footage can be a powerful tool in assessing treatment effectiveness, but also enhancing transparency with the local community about the Town's efforts in fire risk mitigation (see below Public Outreach optional task for more context).

Habitat Monitoring. The Town's responsibilities for managing treated work areas do not end at project conclusion. The changed landscape will need to be continually managed to maintain progress made on fuel reduction objectives. Sequoia's biologists can perform longer-term post-treatment monitoring to record species numbers, assess changes in habitat, and will develop subsequent data analysis if necessary. Biologists will monitor reproductive seasons of wildlife throughout the project timeline. Various levels of

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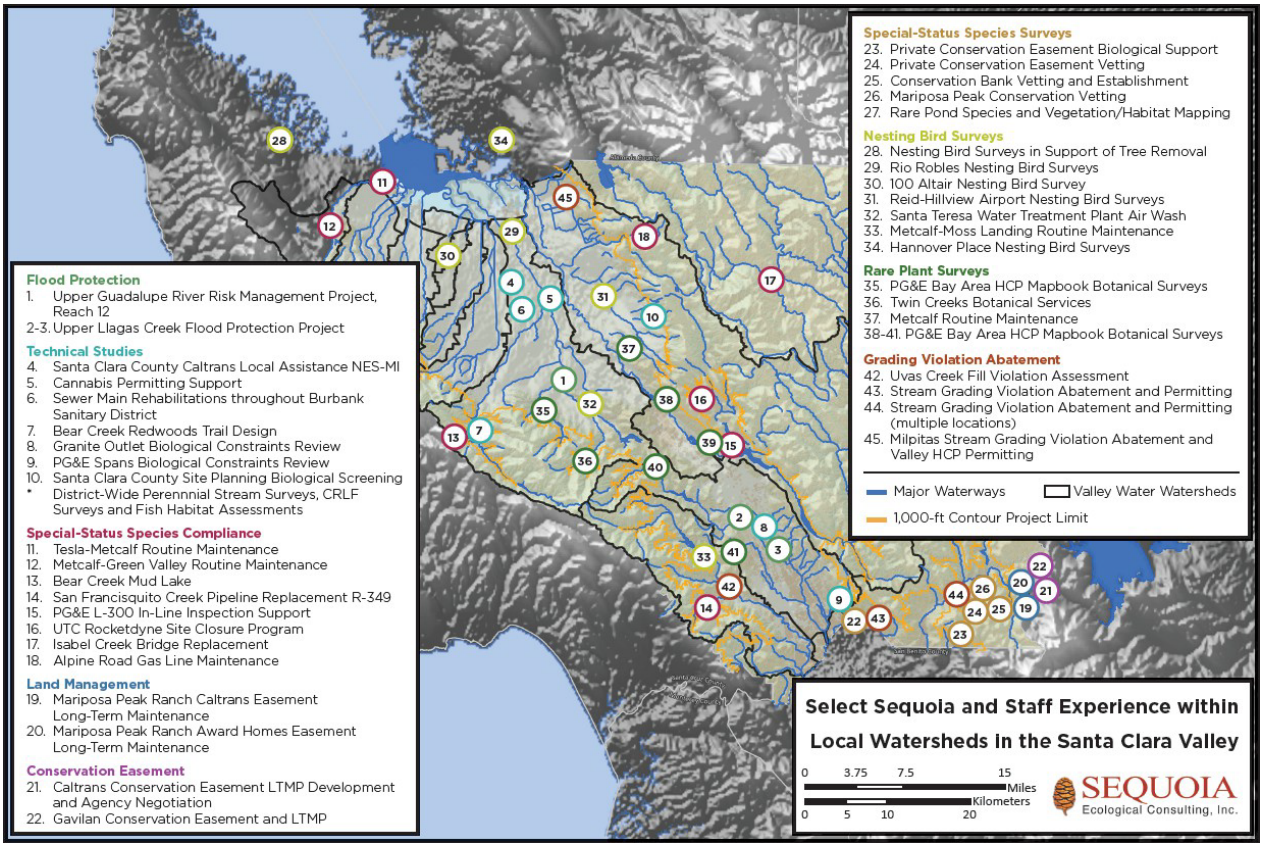
technical memoranda and presentations can be developed with data to supplement public outreach efforts.

Public Outreach Support and Public Presentations. Sequoia understands that public perception and buy-in are essential parts of the wildfire risk management process. On past projects, Sequoia has assisted with the preparation and implementation of public outreach support, including stakeholder meetings, presentations, and/or site field trips. Given that work under the VMP will occur on public parks and open spaces with regular pedestrian use and recreational activities, Sequoia could work together with the Town to develop consistent messaging when members of the public inevitably ask about the changing landscape.

Sequoia can assist preparation and implementation of public outreach support, including stakeholder meetings, public meetings, presentations, and/or site field trips. Meetings could present the project information to interested parties and gather feedback and concerns that can be addressed. Other public meetings could include a walk-down with the agencies to ensure they agree with the approach and compliance with the CalVTP. A slideshow could be developed to present the project and the various aspects of CEQA compliance. Sequoia can design and provide project signage (to post for public information purposes) to increase awareness of treatment activities in general.



Shown at Left:

Sequoia has worked extensively throughout Santa Clara County and the greater region. With offices in San Jose and numerous staff within just miles of the project area, Sequoia brings unmatched local expertise.

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SEQUOIA Ecological Consulting, Inc.

2024-2028 HOURLY RATE SCHEDULE

ITEM NO. 10.

Environmental Services	2024	2025	2026	2027	2028
Field Technician 1	$90	$95	$99	$104	$109
Field Technician 2	$105	$110	$116	$122	$128
Field Technician 3	$115	$121	$127	$133	$140
Staff Biologist 1	$120	$126	$132	$139	$146
Staff Biologist 2	$125	$131	$138	$145	$152
Staff Biologist 3	$130	$137	$143	$150	$158
Associate Biologist 1	$135	$142	$149	$156	$164
Associate Biologist 2	$140	$147	$154	$162	$170
Associate Biologist 3	$145	$152	$160	$168	$176
Project Biologist 1	$150	$158	$165	$174	$182
Project Biologist 2	$155	$163	$171	$179	$188
Project Biologist 3	$160	$168	$176	$185	$194
Resource Specialist 1	$165	$173	$182	$191	$201
Resource Specialist 2	$170	$179	$187	$197	$207
Resource Specialist 3	$175	$184	$193	$203	$213
Senior (Sr.) Biologist 1	$180	$189	$198	$208	$219
Sr. Biologist 2	$185	$194	$204	$214	$225
Sr. Biologist 3	$190	$200	$209	$220	$231
Sr. Scientist 1	$200	$210	$221	$232	$243
Sr. Scientist 2	$210	$221	$232	$243	$255
Sr. Scientist 3	$220	$231	$243	$255	$267
Sr. Technical Specialist 1	$230	$242	$254	$266	$280
Sr. Technical Specialist 2	$240	$252	$265	$278	$292
Sr. Technical Specialist 3	$250	$263	$276	$289	$304
Sr. Regulatory Specialist 1	$260	$273	$287	$301	$316
Sr. Regulatory Specialist 2	$270	$284	$298	$313	$328
Sr. Regulatory Specialist 3	$280	$294	$309	$324	$340
Botanist/Arborist Services					
Botanist/Arborist 1	$135	$135	$142	$149	$156
Botanist/Arborist 2	$150	$150	$158	$165	$174
Botanist/Arborist 3	$165	$165	$173	$182	$191
Sr. Botanist/Arborist 1	$185	$185	$194	$204	$214
Sr. Botanist/Arborist 2	$200	$200	$210	$221	$232
Sr. Botanist/Arborist 3	$215	$215	$226	$237	$249
Administrative Support Services					
Clerical	$110	$116	$121	$127	$134
Project Administrator	$135	$142	$149	$156	$164
Technical Editor I	$150	$158	$165	$174	$182
Technical Editor II	$160	$168	$176	$185	$194
Technical Editor III	$170	$179	$187	$197	$207
Senior Technical Editor	$195	$205	$215	$226	$237

Env. Project Mgm't.	2024	2025	2026	2027	2028
Assistant Project Manager 1	$165	$173	$182	$191	$201
Assistant Project Manager 2	$170	$179	$187	$197	$207
Assistant Project Manager 3	$175	$184	$193	$203	$213
Project Manager 1	$180	$189	$198	$208	$219
Project Manager 2	$185	$194	$204	$214	$225
Project Manager 3	$190	$200	$209	$220	$231
Project Manager 4	$200	$210	$221	$232	$243
Project Manager 5	$210	$221	$232	$243	$255
Project Manager 6	$220	$231	$243	$255	$267
Senior Project Manager 1	$230	$242	$254	$266	$280
Senior Project Manager 2	$240	$252	$265	$278	$292
Senior Project Manager 3	$250	$263	$276	$289	$304
Program Manager 1	$260	$273	$287	$301	$316
Program Manager 2	$270	$284	$298	$313	$328
Program Manager 3	$280	$294	$309	$324	$340
Principal 1	$290	$305	$320	$336	$352
Principal 2	$300	$315	$331	$347	$365
Principal 3	$310	$326	$342	$359	$377
Senior Principal 1	$320	$336	$353	$370	$389
Senior Principal 2	$330	$347	$364	$382	$401
Senior Principal 3	$340	$357	$375	$394	$413
Geographic Information Services (GIS)					
GIS Technician 1	$135	$142	$149	$156	$164
GIS Technician 2	$145	$152	$160	$168	$176
GIS Technician 3	$155	$163	$171	$179	$188
GIS Analyst 1	$165	$173	$182	$191	$201
GIS Analyst 2	$175	$184	$193	$203	$213
GIS Analyst 3	$185	$194	$204	$214	$225
GIS Project Manager 1	$200	$210	$221	$232	$243
GIS Project Manager 2	$210	$221	$232	$243	$255
GIS Project Manager 3	$220	$231	$243	$255	$267
GIS Specialist 1	$230	$242	$254	$266	$280
GIS Specialist 2	$240	$252	$265	$278	$292
GIS Specialist 3	$250	$263	$276	$289	$304
GIS Program Manager 1	$260	$273	$287	$301	$316
GIS Program Manager 2	$270	$284	$298	$313	$328
GIS Program Manager 3	$280	$294	$309	$324	$340

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Other Direct Costs

Regular Vehicle (GSA Rate)	$0.67/mile
Submeter GPS	$100/day
UTV and Trailer	$95/day
Fleet Vehicle	$95/day
iPad	$10/day
Wildlife Remote Camera	$20/ day
Acoustic Bat Monitor	$35/day
Kayak Kit	$75/day
Survey Flashlight (Streamlight)	$12.50/day
Aquatic Survey Sampling Kit	$25/person/day
Drone/sUAS	$250/day
Wetsuit	$70/week
Drysuit	$195/week
YSI ProDSS Water Quality Meter	$125/day

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.

   To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

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Montrose Environmental Solutions

2024 Billing Rates

Staff Labor Rates	
Classification	**Hourly Rate**
Principal	$262
Director II	$240
Director I	$230
Senior Associate II	$218
Senior Associate I	$208
Associate II	$200
Associate I	$191
Analyst II	$180
Analyst I	$170
Surveyor	$148
Technician II	$136
Technician I	$120
GIS Analyst/CAD Technician	$153
Technical Editor	$131
Publication Specialist	$114
Administrative Assistant	$114
Direct Expenses *(10% markup; includes subconsultants)*	
Item	**Rate**
Mileage	Current 2024 IRS Rate ($0.655/mile)
Printing (in-house)	
- Black/white prints	$0.15 per page
- Color prints	$1.00 per page
- CDs (including label and envelope)	$1.50 each
Equipment rental	
- GIS mapping	$30/hour
- GPS unit or Auger	$100.00/day
Outside vendors; including	At cost plus markup
- Equipment rentals	
- Document production and supplies	

Note: Rates are subject to 3% escalation each year.

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Relevant Experience

About Sequoia

Founded in 2011, Sequoia is a Bay Area-based, Woman-owned Small business with local offices in San Jose. We provide environmental consulting services to public agencies and private entities throughout northern California. With a full-time local staff of more than 50 biologists and a history of successfully managing environmental compliance efforts for local agencies' fuel management efforts, Sequoia is positioned to quickly mobilize planners, biologists and species experts, botanists, arborists, foresters, and qualified scientists whose expertise facilitate successful and expedited planning and implementation of critical wildfire mitigation and restoration projects.

Sequoia has been supporting vegetation management efforts since our inception, and as our firm has grown, we built on that foundation as we have worked with city and county agencies, fire districts, landowners, and regulatory agencies to provide consultation, planning and permitting, site assessments, compliance monitoring services, and surveys and habitat assessments for sensitive species. **We understand the unique challenges associated with these efforts and our staff are able to tackle critical project objectives alongside responsible agency staff, firefighters, and contractors.** Working on these types of projects has instilled in us a profound sense of teamwork and purpose, and enabled us to serve as a flexible, seamless extension of our clients' staff.

Sequoia biologists providing training to fire crews in preparation for shaded fuel break treatments.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Project Experience

La Honda Shaded Fuel Break and On-Call Environmental Support | SAN MATEO COUNTY | SAN MATEO RESOURCE CONSERVATION DISTRICT

The Sequoia team (**Sequoia and Montrose**) has been supporting the San Mateo Resource Conservation District (RCD) with planning and implementation of the La Honda Shaded Fuel Break, a 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County.

With implementation slated for November 2023 per funding requirements, the RCD engaged Sequoia to help meet project's CEQA requirements under the CalVTP PEIR. To meet the aggressive schedule and all regulatory requirements for implementation, the Sequoia team designed a CalVTP treatment plan to avoid the need for additional regulatory permitting from other agencies, and to balance environmental protection with the needs of the RCD, the La Honda community, and its stakeholders. Sequoia worked with the RCD to define methodology and phasing of specific treatment prescriptions; and provided detailed recommendations for tree pruning specifications, understory vegetation and shrub treatments, management of cut biomass, timing of treatments, aesthetics, and future maintenance and invasive species considerations.

Sequoia submitted the CalVTP Project-Specific Analysis (PSA) and Addendum for that project, as well as a Biological Resource Report and Cultural Resources Report after preparing and sending project notification letters to NAHC tribes. Upon agency submittal and approval of the PSA, Sequoia will assist with the request for bids and contractor oversight during implementation.

Reference Contact	San Mateo Resource Conservation District Timothy Federal, Program Manager, Forest Health and Fire Resilience Phone: 650.712.7765 x124 Email: timothy@sanmateorcd.org

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

East Bay Regional Park District Fuels Reduction Program

| ALAMEDA AND CONTRA COSTA COUNTIES | EBRPD

From 2016-2021, Sequoia assisted the East Bay Regional Park District with system-wide implementation of the Wildfire Hazard Reduction and Resource Management Plan, as well as interpretation of a Biological Opinion, Incidental Take Permit, and Environmental Impact Report for the District's fuels reduction project. This project extends throughout EBRPD property in Alameda and Contra Costa counties. Sequoia coordinated communication and monthly update meetings with the District, and managed performance of the biomonitoring effort. Sequoia's biologists and technical specialists performed pre-and post-construction surveys, pre-activity surveys, biological monitoring, and long-term monitoring. A large group of Sequoia staff are approved by both the USFWS and CDFW to work with sensitive species on site. Sequoia staff also performed habitat assessments for AWS, identify signs of infection by Phytophthora cinnamomi, facilitated decontamination protocols to prevent the spread of Phytophthora species, and implemented AMMs during fuels treatment activities.

Approved staff members survey, monitor for, assess habitat quality, and conduct environmental trainings for special status species, including Alameda whipsnake, Pallid manzanita, California red-legged frog, Western pond turtle, San Francisco dusky-footed woodrat, California tiger salamander, and Western leatherwood.

Reference Contact	East Bay Regional Park District Kristen Van Dam, Resource Analyst/Ecologist Phone: 510.544.2324 Email: kvandam@ebparks.org

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Forest Health and Fire Resiliency Project in Huddart & Wunderlich Parks | SAN MATEO COUNTY | SAN MATEO RCD

San Mateo Resource Conservation District (RCD), in collaboration with CAL FIRE and San Mateo County Parks developed high priority fuel reduction treatment projects on county lands in the northern Santa Cruz Mountains for forest health purposes. The collaboration resulted in the development of a forest health fuel reduction project at Huddart and Wunderlich, San Mateo County Parks encompassing 402.1 acres of vegetative treatments and a goal to enhance and restore a forest system challenged by changing climates, a lack of fire, and many homes in close proximity. Project activities primarily included mechanical thinning of vegetation up to 8" in diameter and pest management (Sudden Oak Death), which further improved forest health, fuel reduction, and carbon sequestration goals. These landscape level vegetation treatments have successfully reduced wildfire risk while increasing wildfire management opportunities.

Sequoia was contracted to support the project vegetation treatment prescriptions by conducting special status species and habitat surveys in scheduled work areas. Sequoia biologists conducted nesting bird surveys, assessed trees for bat roosting habitat, and visually searched for wood rat middens. The biologist flagged resources in accordance with RCD flagging conventions, communicated the locations of flagged resources to vegetation treatment crews, and provided the RCD with a daily survey report. Sequoia worked closely with the RCD to provide seamless environmental support aiding in early completion of the project.

Reference Contact	David Cowman, Forest Ecologist San Mateo Resource Conservation District Office: 650.712.7765 x 107 Email: david@sanmateorcd.org

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Various San Mateo County Fuel Breaks and Vegetation Management Support | SAN MATEO COUNTY | CAL FIRE & SAN MATEO COUNTY PARKS

Supporting CAL FIRE's work on the 70-acre **Kings Mountain Road Emergency Shaded Fuel Break Project**, Sequoia met with CAL FIRE staff and project representatives to plan for project implementation, special protection measures, and potential operational constraints. Treatments included mechanical treatments (masticators) to create a shaded fuel break along with utilization of hand crews with chippers and burn piles. Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance and adherence to CAL FIRE's fuel reduction (AMMs). We provided environmental training to CAL FIRE crews, and conducted pre-treatment assessments, collecting data on species cover, composition, and presence of invasive species. Sequoia will conduct post-treatment assessments to determine maintenance intervals for the fuel break. As part of the same project, Sequoia supported the San Mateo County Parks Department, performing focused surveys under our on-call contract to determine the presence of rare plants, primarily Kings Mountain manzanita. Sequoia's botanists surveyed more than 1,900 acres of park land for this project.

Sequoia worked with CAL FIRE in support of the **El Granada-Quarry Park Emergency Shaded Fuel Break Project.** This 170-acre project restored a system of access roads and perimeter fuel breaks within a 500-acre eucalyptus stand near Half Moon Bay. Sequoia assisted with project implementation, special protection measures, and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys and mapping of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already competed, and safety hazards; as well as biological monitoring and environmental training.

Reference Contact	CAL FIRE Sarah Collamer, CZU Forester I – VMP Phone: 831.254.1792 Email: Sarah.Collamer@fire.ca.gov

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Countywide Wildfire Prevention/Hazard Mitigation Projects | MARIN COUNTY | MARIN WILDFIRE PREVENTION AUTHORITY

Sequoia is supporting the Marin Wildfire Prevention Authority (MWPA) under a second consecutive contract to permit and implement a large number of fire prevention projects throughout Marin County. Sequoia provides biological services during environmental planning and implementation of the 40+ projects within the work plan. Our biologists conduct literature reviews of biological resources, field assessments, prepare and present environmental trainings, conduct specialized nesting bird and sensitive plant surveys, and provide ongoing specialized expertise to assist the MWPA. We have also assisted in the preparation of Environmentally Sensitive Habitat Area (ESHA) mapping to conform with the Marin County Coastal Zone's Local Coastal Plan, and we prepared a Project-specific Checklist (PSA) in compliance with the CalVTP in support of various MWPA projects.

Sequoia's early involvement during the planning phase allowed us to assist in designing projects to avoid environmental impacts and maximize available funds. Sequoia biologists performed specialized surveys including nesting bird surveys, sensitive plant surveys, and protocol-level northern spotted owl surveys; as well as invasive species mapping.

This programmatic effort spans all of Marin County and addresses potential impacts to many sensitive species and various sensitive plants. Sequoia meets each month with project stakeholders, including members of the public, to assist MWPA in providing transparency to the public and interested parties regarding environmental compliance and avoidance of resource impacts.

Reference Contact	Anne Crealock Planning and Program Manager Marin Wildfire Prevention Authority Tel: (707) 332-0866 Email: acrealock@marinwildfire.org

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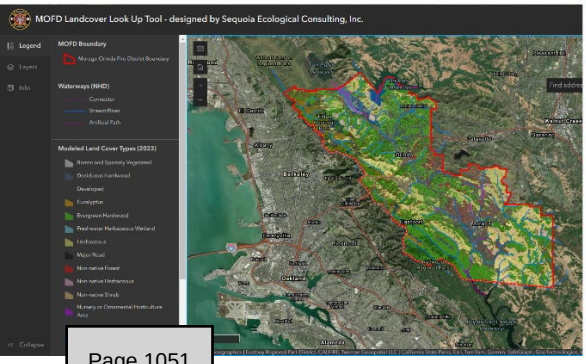
Tunnel East Bay Hills Shaded Fuel Break Project | CONTRA COSTA COUNTY, CA

Sequoia is supporting the Moraga-Orinda Fire District (MOFD) on its CAL FIRE-funded Tunnel East Bay Hills Shaded Fuel Break Project, an 1,110-acre expansion of the 2019 North Orinda Shaded Fuel Break (NOSFB) project. The project is subject to the California State and Federal Endangered Species Act, the Migratory Bird Treaty Act, and other species protections regulated by USFWS, CDFW, and local agencies.

Sequoia worked with MOFD throughout the planning process, preparing a Project-specific Analysis (PSA) checklist and Addendum to secure permitting under the CalVTP, and performing biological and cultural resource assessments, agency coordination, communication with the public, mapping, and contractor coordination. Before work commenced, Sequoia performed detailed preliminary surveys of proposed work areas, and will also conduct post-treatment surveys of treated areas. Surveys focused on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards. Data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Similar to the work Sequoia conducted for the original NOSFB project, our biologists are currently supporting implementation, performing daily monitoring of work and close communication with the crews to ensure that the project is conducted in compliance with project permits. We present environmental training to all crew members, including intensive training on decontamination of equipment, boots, and vehicles to stop the spread of Phytopthora. Treatments monitored have included hand treatment, mastication, controlled burns, pile burning, lop and scatter, chip and haul out, and prescribed herbivory.

Reference Contact	Jeff Isaacs, Fire Marshal Moraga-Orinda Fire District Tel: (925) 258-4513 Email: jisaacs@mofd.org



Pictured here:

Last month, Sequoia staff were invited to greet members of the public during the City of Orinda's 2nd Annual Wildfire Safety and Preparedness Fair *(shown at top left)*. Sequoia shared the Landowner Look Up Tool (*bottom left*) and Best Practices for Home Hardening Guide (*shown at right*) we prepared with the Moraga-Orinda Fire District, and answered questions about environmental protection measures applied on the various shaded fuel breaks managed by the Moraga-Orinda Fire District and Contra Costa County Fire Protection District in the area.

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At Sequoia, our team is our greatest asset. Our highly qualified and experienced staff are the backbone of our successful project delivery. Our approach and the diversified experience of the staff we have selected to work on the project will allow for combined efforts and cost savings, to maximize the Town's allocated funds and efforts.

Our Principal-in-Charge, Debie Montana, will serve as primary contact for the Town for the duration of the proposal and contracting process, while Project Manager Kyle Verblauuw will be your point of contact throughout the performance period.

Debie Montana

Principal-in-Charge

Debie Montana will provide project oversight, managerial support, and assurance that Sequoia will provide the dedicated resources required to meet the Town's needs on this project. Mrs. Montana feels deeply privileged to lead Sequoia in supporting wildfire mitigation efforts, playing a small role in stewarding the land that provides a retreat and a home to our staff and our families, and protecting the habitats and species that inspired her to become a biologist.

Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She leads Sequoia's efforts including:

- San Mateo RCD La Honda Shaded Fuel Break PSA and Addendum preparation, and implementation support
- San Mateo County Parks Department and CAL FIRE focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land throughout San Mateo County
- Marin Wildfire Prevention Authority planning and implementation of >40 wildfire mitigation projects
- Contra Costa County Fire District's on-call consultant for planning and implementation of its programmatic fuels efforts, including work under the CalVTP
- On-call contract with the East Bay Regional Park District for biological support on fuel management projects including more than 30 FEMA-funded projects
- Planning and implementation services for more than 3,000 acres of fuel break for the Moraga-Orinda Fire District

Debie's background and certifications:

- ✓ 20 years of experience in the environmental industry
- ✓ M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University ·
- ✓ B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University ·
- ✓ Certificate, Project Management, University of California, Davis

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Kyle Verblaauw

Project Manager

Kyle Verblaauw is a project manager and biologist specializing in Northern California's special-status species. With a Master's degree in Environmental Management from the University of San Francisco, Kyle oversees some of Sequoia's largest programmatic fuels management implementation compliance efforts, including management and coordination of staff performing protocol-level surveys, pre-construction surveys, rare plant surveys, and biological compliance monitoring.

Kyle has worked extensively with species such as the California tiger salamander, California red-legged frog, and western burrowing owl. He holds a USFWS Recovery Permit and California permits for these species, and has experience with PIT tagging, burrow excavations, and amphibian surveys. His experience with Sequoia includes:

- Biological Project Manager for Marin Wildfire Prevention Authority during planning and implementation of >40 wildfire mitigation projects
- San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA
- San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA
- Butano State Park Forest Health Project; Pescadero, CA
- Midpeninsula Regional Open Space District, Bear Creek Redwood Preserve Phase II Trails Project; Los Gatos, CA
- Napa County RCD's CalVTP Project-Specific Analysis and Addendum for Las Posadas Forest
- Novato Fire Protection District's Wildfire Resiliency Technical Coordinator
- San Rafael Open Space Defensible Fuel Reduction
- Sonoma County Regional Parks: Hood Mountain Vegetation Management Planning

Kyle's background and certifications:

- ✓ 10 years of experience in the environmental consulting industry
- ✓ MS, Environmental Management (Ecology), University of San Francisco
- ✓ BA, Environmental Studies (Biology), University of California Santa Barbara
- ✓ UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia
- ✓ USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog
- ✓ CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog

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Will Johnson
Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, natural resource monitoring, and project management. Over the past decade, he has worked on various projects throughout northern California, serving as a field biologist, site superintendent, manager, crew leader, and equipment operator. Will is adept at managing projects from proposal to closeout, ensuring compliance with standard specifications, plans, and permit requirements.

He has authored site management and long-term maintenance plans, cost proposals, budgets, and technical write-ups. Will has collaborated with and contracted for a diverse range of clients, including county, state, and federal agencies, consulting firms, non-profits, special districts, and private landowners. His work has involved numerous special status species in Northern California, and he has conducted rare plant surveys and managed projects involving species like the western burrowing owl and Swainson's hawk.

Will's background and certifications:

- ✓ 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management
- ✓ MS, Biological Sciences, University of Rhode Island
- ✓ BS, Biological Sciences, University of Rhode Island
- ✓ California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026
- ✓ California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024

Kelyn McGuire
Surveys and Monitoring, Environmental Training

Kelyn McGuire is an enthusiastic biologist with more than 2 years of experience in environmental consulting and biological field work. With exquisite attention to detail and ability to coordinate among all parties, Kelyn serves as Sequoia's field lead for fuels treatment monitoring, surveys, and environmental training for projects with the Contra Costa County Fire Protection District, as well as the Moraga-Orinda Fire District. She is experienced at coordinating and conducting surveys for nesting birds and special status species including California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, and San Francisco dusky-footed woodrat, among many others. Kelyn also assists with rare plant surveys and California spotted owl surveys under the supervision of senior biologists/botanists, and bumble bee surveys with a permitted biologist.

Kelyn's background and certifications:

- ✓ 2+ years of field experience
- ✓ BA Environmental Studies (Anthropology), University of California, Santa Barbara
- ✓ UC Education Abroad Program, (Anthropology) University of Edinburgh, Scotland

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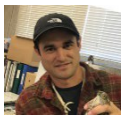

Brian Nissen

Surveys and Monitoring, Environmental Training

More than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects

Brian Nissen is a restoration ecologist and field biologist with over 6 years of experience. He has worked on ecological restoration and biological surveys across the San Francisco Bay Area, focusing on special status species and habitat restoration. Brian is skilled in project design, implementation, invasive plant management, native plant propagation, and irrigation systems.

He holds permits for surveying California tiger salamander and California red-legged frog and has extensive experience with these species on construction projects. Brian has also conducted surveys for other special status species, including nesting birds, raptors, burrowing owls, and rare plants like Santa Cruz robust spineflower. Additionally, he has over 100 hours of passerine banding experience with the San Francisco Bay Bird Observatory.

Nicolas Anderson

Surveys and Monitoring, Environmental Training, and GIS

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying skills include point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlighting, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland IBI assessments.

Nicolas has conducted threatened and endangered species surveys across the Midwest, Southeast U.S., and California. Species he has worked with include the western pond turtle, California red-legged frog, Indiana bat, Henslow's sparrow, loggerhead sea turtle, northern long-eared bat, and greater prairie-chicken. His vegetation surveys have covered species such as beaked spikerush, slender rush, and western prairie fringed orchid.

Brian's background and certifications:

- ✓ 5+ years of field experience
- ✓ BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University
- ✓ 10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog
- ✓ CDFW Scientific Collection Permit (SC-190180001)

Nick's background and certifications:

- ✓ 7+ years of field experience
- ✓ Wildland Firefighter Type II
- ✓ BS in Fisheries, Wildlife, and Conservation biology, University of Minnesota, Twin Cities
- ✓ NPDES Construction Stormwater Inspector

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Attachment A - Other Information

Why Choose Sequoia?

✓ Experience with Federally Funded Fuels Management Efforts

Sequoia is deeply familiar with the variety of funding mechanisms for California's fuels management projects. We have worked on dozens of FEMA-funded projects for clients including East Bay Regional Park District, the RCD, and numerous projects through CAL FIRE. We understand the requirements of these projects including invoicing, reporting, and the importance of meeting deadlines and milestones set forth by grants.

✓ Demonstrated Experience with Fire Crews

Sequoia and its staff have coordinated and worked closely with fire crews and agencies including but not limited to:

- CAL FIRE
- Moraga-Orinda Fire District
- Novato Fire District (Full-time staff augmentation)
- Mt. Diablo Fire Safe Council
- California Conservation Corps
- East Bay Regional Park District's Fire Department
- Contra Costa County Fire Protection District

✓ Qualified Biologists with Certifications and Permits to Handle and Survey for Listed Species

Sequoia's staff have all the requisite certifications and permits to provide the range of expertise required to implement the Town's VMP. Our staff includes GIS Specialists, TRAQ Certified Personnel, a Certified Consulting Botanist, Certified Arborist, and numerous individuals with 10(a)1(A) recovery permits and/or Memorandums of Understanding (MOUs) for sensitive species including: Western bumble bee, California tiger salamander, California red-legged frog, San Francisco garter snake, Foothill yellow-legged frog, California Ridgway's rail, Western snowy plover, Vernal pool branchiopods, and other sensitive species.

A table showing our team's certifications and licensing is provided below.

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Table. Sequoia Permitted and Certified Staff

Stephen Gergeni	MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-Candidate Bumble Bee Species, Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee USFWS 10(a)(1)(A) Recovery Permit #TE-84156D-0, Giant garter snake, California tiger salamander, California red-legged frog CDFW Scientific Collecting Permit #SC-2011900005, Giant garter snake, California tiger salamander, California red-legged frog, Foothill yellow-legged frog, amphibians, reptiles, small mammals, San Francisco dusky-footed woodrat, California giant salamander, Santa Cruz black salamander, Northern red-legged frog, Western spadefoot toad; Northern alligator lizard Northern pond turtle, Southwestern pond turtle, terrestrial and vernal pool inverts
Andrew Ford	MOU attached to SCP; S-201190005-21059-001, Covers 4 CESA-**Candidate Bumble Bee Species,** Western bumble bee, Crotch's bumble bee, Franklin's bumble bee and Suckley's Cuckoo bumble bee USFWS 10(a)(1)(A) Recovery Permit #TE-66228D-0, California tiger salamander and California red-legged frog Certified Consulting Botanist CCB-0029 California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-19-101-V ISA Tree Risk Assessment Qualification (ISA TRAQ) ISA Certified Arborist, WE-13284A
Ari Rogers	USFWS 10(a)(1)(A) Recovery Permit #TE 41340D-0, California tiger salamander and California red-legged frog CDFW MOU SC-13818, California tiger salamander (under Woodruff for CTS as an authorized individual) Certified Ecological Restoration Practitioner-in-Training (CERPIT) CERPIT #0678, Society for Ecological Restoration California Endangered Species Act Plant Voucher Collecting Permit 2081 1(a)-18-081-V
Aurelie Hening	Sub-permittee USFWS 10(a)(1)(A) Recovery Permit #TE-34570A-3.2, western snowy plover
Brendan Champlin	ISA Certified Arborist (WE-13739AU)
Brett Hanshew	USFWS 10(a)(1)(A) Recovery Permit #TE-67570A-0, California tiger salamander (Sonoma County-Distinct Population Segment and Santa Barbara County-Distinct Population Segment), California red-legged frog, San Francisco Garter Snake, Vernal pool branchiopods CDFW MOU: SC-009343, California tiger salamander, Foothill yellow-legged frog, and San Francisco Garter Snake
Brian Nissen	10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog CDFW Scientific Collection Permit (SC-190180001)

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Jesse Reebs	USFWS 10(a)(1)(A) Recovery Permit #TE-01769B-3, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway's rail CDFW MOU: SC-010272, California tiger salamander, San Francisco Garter Snake, Alameda whipsnake, California Ridgway's rail
Julie Woodruff	USFWS 10(a)(1)(A) Recovery Permit #TE-71409C-0, California red-legged frog, California tiger salamander, and Sierra Nevada yellow-legged frog CDFW MOU: SC-13782, California tiger salamander, foothill yellow-legged frog, and Sierra Nevada yellow-legged frog USGS Bird Banding Lab Master Bander #24106, Northern saw-whet owl, western screech-owl, and burrowing owl
Kyle Verblaauw	USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160, California tiger salamander, California red-legged frog SCP# S-211500002-21363-001, California tiger salamander, California red-legged frog, Pacific treefrog, American bullfrog, Foothill yellow-legged frog, California newt, Redbellied newt, Rough-skinned newt

✓ Ability to Respond Quickly to Changes in Schedule

The nature of these projects lends itself to last-minute schedule changes due to weather, fire risk, and other unpredictable conditions. Sequoia's team of cross-trained local biologists are already approved by the CDFW and USFWS to survey and monitor for the sensitive species found within the Project area. Because our staff are deployed from our offices in San Jose and Walnut Creek, we require minimal mobilization and travel time. This allows us to hit the ground running at project kickoff, and to rapidly mobilize fully qualified staff, accommodating concurrent work and changing project needs. Sequoia will respond to Town requests within 30 minutes, and we can schedule qualified biologists for field surveys and monitoring efforts within 24 hours of requests, or less.

✓ Full Understanding of PSA Implementation under the CalVTP

Sequoia has deep experience in both development and implementation of the PSA process. In addition to supporting clients and contractors during the implementation phase, and monitoring fuel reduction in accordance with environmental measures of the CalVTP, Sequoia has also authored several approved PSAs. Because we bring this experience, the Town can be assured that Sequoia understands the process thoroughly and can find ways of streamlining certain parts of the process to better benefit species, cost and timelines. Recent Sequoia PSAs can be found (here and here) and Sequoia has contributed to the development of several PSA's under the Marin Wildfire Prevention Authority (here). As part of past PSA processes, Sequoia has also developed PSA addenda as necessary.

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Client Testimonials and Letters of Recommendation

March 3, 2022

I am a recently retired Assistance Fire Chief for East Bay Regional Park District where I was responsible for directing and implementing the District's **Wildland Hazardous Fuels Management Program**. Prior to serving as assistant chief, I was the lead fuel reduction and vegetation management Fire Fuels Captain.

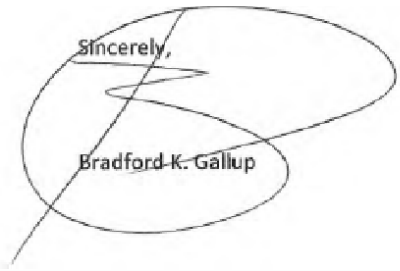
From **2016-2021**, I worked with **Sequoia Ecological Consulting, Inc. (Sequoia)** on this program and am very pleased to write this letter to recommend Sequoia's exceptional fuels implementation and compliance services based on my experience working alongside their biologists. Sequoia's work **exceeded $1M** on this program.

While working with Sequoia and their highly qualified biologists and technical specialists over the past five years, the District was able to comply with the EIR associated with the Wildfire Hazard Reduction and Resource Management Plan with no unauthorized take of sensitive resources or species. This is due to Sequoia's **ability to interpret, organize and implement complex,** often contradictory Avoidance and Minimization Measures (AMMs) related to Environmental Impact Reports, and regulatory permits from multiple agencies (CDFW, USFWS, USACE, etc.).

Sequoia's staff members are extremely knowledgeable in the various work methods and practices associated with fuels management, and so are able to identify alternate work methods and practices to reduce and avoid impacts, mitigate unavoidable impacts, and work with crews to assess a treatment area and determine the best approach.

Sequoia's **communication and integration with the fuels team** is key to the ultimate success of each project. They participate in the planning as well as the implementation, and work alongside crews and leaders to ensure projects move forward while also minding the objectives of resource projection and the project's regulatory framework. Sequoia biologists continuously communicate with the crews about their needs and resource avoidance during work.

During the five years that I worked with Sequoia's biologists, I observed their ability to respond to work requests ranging from species-specific technical expertise and surveys, botanical surveys, and regulatory permitting support, to day-to-day project management, scheduling, meeting with agency personnel, and overseeing other contractors on the projects. In summary, Sequoia has been instrumental in supporting the District's fuels management program, and I recommend them to anyone seeking a well-rounded environmental consultant to help achieve project success. I consider them to be professional, respectful, and easy to work with and thoroughly enjoyed working alongside them and sharing the team experience.



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East Bay Regional Park District

Kristen Van Dam, Resource Analyst/Ecologist

"Sequoia has provided biological monitoring support for my program for nearly five years. Our program is large and complex, and involves potential impacts to several threatened species. Sequoia is always on top of it. Sequoia's project managers are sharp, communicative, and thorough. Their biologists are great with the crews, and largely due to their guidance we rarely see compliance issues. They are experts on the species we work with, and leverage their expertise to ensure the least possible risk to them. My project manager provides prompt weekly updates, and monitoring reports arrive complete and clearly organized. Any questions and issues that come up with project compliance are communicated promptly and resolved easily.

One of the most impressive things about Sequoia is that the staff are not there merely to provide a service; staff actively engage in collaborative problem-solving with the client, which has saved my agency money and time. Their staff are highly qualified scientists, but the best kind of scientists – with a keen eye toward communication and customer service. I know that my project manager has my project's best interests at heart, and I trust them completely. I would recommend Sequoia for any biological compliance project without hesitation."

Diablo FireSafe Council

Cheryl Miller, Executive Coordinator

"The team at Sequoia Ecological Consulting was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff's expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire."

San Mateo RCD

David Cowman, Forest Ecologist

"I'd like to echo the gratitude for the great communication in addition to the level of flexibility you all have provided throughout the project. These types of projects are tricky to coordinate with all the moving pieces, and I greatly appreciate your willingness to send bios when necessary to fill in when our own staff and County Parks staff weren't available."

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California State Parks, Bay Area District
Natural Resource Program Environmental Scientist

"Sequoia staff were professional, friendly and flexible, even while working in difficult post-wildfire environments with a variety of challenges. The assessments and survey methodologies paid exceptional attention to detail and the resulting deliverables were top notch."

City of Suisun City Public Works
Nick Lozano, Associate Engineer/Project Manager

"Because my emails and phone calls are promptly returned, I always feel that I am Sequoia's only client. Our projects come with their own unique challenges relating to field conditions and permit restrictions, and Sequoia's knowledgeable staff has always arrived at feasible and cost-effective solutions that were readily approved by the City and the regulatory agencies. Sequoia's staff are well-versed on regulatory permits, permitting strategy, and how to complete projects in compliance with regulatory requirements."

Attachment B - Required Forms

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ATTACHMENT B - PROPOSAL FORMS

(To be returned with Proposal. Also See Request for Proposal Section 6 for Additional Required Information)

PROPOSER

Name: Sequoia Ecological Consulting, Inc.

Address: 99 South Almaden Boulevard, Suite 600, San Jose, CA 95113

1st Contact person (Name): Debie Montana

Title: CEO and Principal Biologist Office Tel: 925-855-5500

Direct/Cell: 925-989-7011 Fax:

Email: dmontana@sequoiaeco.com

2nd Contact person (Name): Kyle Verblaauw

Title: Project Manager Office Tel: 925-855-5500

Direct/Cell: 201-787-1738 Fax:

Email: kverblaauw@sequoiaeco.com

BUSINESS TYPE:

Proposer, if selected, intends to carry on the business as (check one):

- □ Individual
- □ Joint Venture
- □ Partnership
- X Corporation

  Year incorporated? 2011 In what state? California

  When authorized to do business in California? 2011

- □ Other (explain):

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received (check and initial):

- □ ____1
- □ ____2
- □ ____3
- □ ____4
- □ ____5
- □ ____Other
- □ ____No Addendum/Addenda Were Received

ADDITIONAL INFORMATION

Number of years providing the specified service: 11

Names and titles of all officers and directors:

Debie Montana, CEO and Principal Biologist; Bill Montana, Secretary/CFO

Tashi MacMillen, Principal Director - Technical Services; Sarah Blanchfield, Principal Director - Operations in Management; Melissa Krause, Marketing Director

If an individual or partnership, provide the following information:
Formation date of company: N/A - S Corporation

Name and address of all partners, indicating whether they are general or limited partners:

N/A - owned 100% by Debie Montana, CEO - 1342 Creekside Drive, Walnut Creek, CA 94596

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

List the names, titles, and qualifications of the key personnel who will perform work under this Agreement as well as their roles in relation to the Agreement. Identify the primary biologist to be designated for the Town. Include their certifications, experience, and training.

Principal Biologist - Debie Montana.

All resumes are included in the proposal Appendix.

Indicate whether Proposer has ever failed to complete any Agreement awarded to it. If so, note when, where, and why. Attach additional sheets, if necessary.

Sequoia has never failed to complete any agreement in its history.

Indicate whether Proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors.

Sequoia has never been the subject of a bankruptcy or insolvency proceeding.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SUBCONTRACTORS

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

Company Montrose Environmental Group

Location 266 Grand Ave #210, Oakland, CA 94610

Describe work to be contracted Cultural Resources support (if needed)

Company

Location

Describe work to be contracted:

Company

Location

Describe work to be contracted:

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

REFERENCES

List three (3) references for work of a similar nature to the Services performed within the last five (5) years. References should be from a California municipality, county or a state or federal agency if possible. Preference will be given for references whose work was similar in scope and character to the Project.

Reference 1

Name of Agency:	Moraga-Orinda Fire District
Agency Address:	120 Moraga Way, Moraga, CA 94556
Contact Name and Title:	Jeff Isaacs, Fire Marshal
Contact Telephone:	(925) 258-4513
Contact Email:	jisaacs@mofd.org
Contract Amount:	$1,316,268.93 to date
Description of Services Provided:	Sequoia has provided environmental compliance support to MOFD on its vegetation management and shaded fuel break projects since 2019. Our role has spanned the full process including providing grant application support and mapping, habitat assessments, project planning, PSA and associated document preparation under the CalVTP, treatment prescriptions, public outreach, and implementation compliance.
Date Services Were Provided:	2019 – Present

Reference 2

Name of Agency:	CAL FIRE
Agency Address:	059 Highway 9, Felton, CA 95018
Contact Name and Title:	Sarah Collamer, CZU Forester I – VMP
Contact Telephone:	(831) 254-1792 (cell)
Contact Email:	Sarah.Collamer@fire.ca.gov
Contract Amount:	$32,322

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Description of Services Provided:	Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance in advance of fuel reduction activities and adherence to CAL FIRE's Fuel Reduction Avoidance and Minimization Measures (AMMs).
Date Services Were Provided:	July 2019

Reference 3

Name of Agency:	San Mateo Resource Conservation District
Agency Address:	80 Stone Pine Road, Suite 100 Half Moon Bay, CA 94019
Contact Name and Title:	David Cowman, Forest Ecologist
Contact Telephone:	650.712.7765 x 107
Contact Email:	david@sanmateorcd.org
Contract Amount:	$323,471.79 to date
Description of Services Provided:	Sequoia has supported programmatic vegetation treatment activities for the RCD on an as-needed basis, conducting nesting bird and special-status species surveys, habitat and tree assessments, bat roosting habitat assessments, and visual searches for woodrat middens. We recently submitted a PSA for the La Honda Fuel Break project, which recently started implementation, which Sequoia is monitoring.
Date Services Were Provided:	June 2021 – Present

RESERVATION

It is understood that the Town reserves the right to reject this Proposal, but that this Proposal shall not be withdrawn for a period of 45 days from the date prescribed for its opening.

DISCLOSURE

The undersigned declares that this Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the Proposal is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her Proposal price or the Proposal price of any other Proposer, or to fix any overhead, profit or cost element of such Proposal price or of that of any other Proposer, or to secure any advantage against the Town of

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this Proposal as principals are those named herein; that all statements contained in this Proposal are true; that the undersigned has not directly or indirectly, submitted his/her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in Proposer's general business; and that the undersigned has not accepted any Proposal from any subcontractor or vendor through any Proposal depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any Proposal from any subcontractor or vendor, which is not processed through said Proposal depository, or which may prevent any subcontractor or vendor from bidding to any general contractor who does not use the facilities of or accept bids from or through such Proposal depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

WORDS AND PHRASES

Wherever in this Proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the Proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

CERTIFICATION

The undersigned certifies that the Proposal Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Proposal Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of Request for Bids published by the Town and pertaining to the work described in this Proposal.

The names of all persons Interested in the foregoing Proposal as principals are as follows:

_____

Important Notice: If Proposer or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if Proposer or other interested person is an individual, give first and last names in full.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

By signing below, the submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the Proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

(1) If Proposer is *INDIVIDUAL*, sign here:

_____
Proposer's Signature

_____
Proposer's typed name and title

Date: _____

(2) If Proposer is *PARTNERSHIP* or *JOINT VENTURE*, at least (2) Partners or each of the Joint Venturers shall sign here:

_____
Partnership or Joint Venture Name
(type or print)

_____
Signature

_____
Name of Member of the Partnership or Joint Venture (type or print)

Date: _____

_____
Signature

_____
Name of Member of the Partnership or Joint Venture Name (type or print)

Date: _____

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

(3) If Proposer is a *CORPORATION*, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

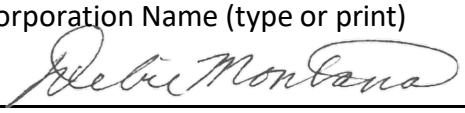
Chief Executive Officer (Title)

and Chief Financial Officer (Title)

of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Sequoia Ecological Consulting, Inc.

Corporation Name (type or print)



Signature

Debie Montana, CEO and Principal Biologist

Name and Title (type or print)

Date: June 27, 2024

Signature

Bill Montana, Chief Financial Officer

Name and Title (type or print)

Date: June 27, 2024

Corporation – 2 officer signatures required (one from each group, unless person signing holds officer positions in both Group 1 and 2):
Group 1: Chief Executive Officer, Chairman of the Board, President, or Vice President
Group 2: Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, Assistant Treasurer

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

CONFLICT OF INTEREST STATEMENT

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares: Not Applicable

I/We _____ (Insert Name) have the following financial, business, or other relationship with Town of Los Gatos that may have an impact upon the outcome of the contract. If none, please specify that no other relationships may have an impact on this contract or Project.

I/We _____ (Insert Name) have the following current clients who may have a financial interest in the outcome of this contract. If none, please specify that no other clients may have a financial interest with an impact on this contract or Project.

Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the Proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this Request for Bids. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFB is an officer or employee of the Town. Through its submittal of a Bid, Proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify the Town if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.

Furthermore, if there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Town may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

I, on behalf of the Proposer, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], California [state].

Sequoia Ecological Consulting, Inc.

Proposer Name (Person, Firm, Corp.)

Address

1342 Creekside Drive Walnut Creek, CA 94596

Town, State, Zip

CEO and Principal Biologist

Title of Authorized Representative

Debie Montana

Name of Authorized Representative

JUne 27, 2024

(Date)

(Signed)

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352

(AS AMENDED)

This form must be printed out, completed, and submitted with the Bid.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

June 27, 2024 [date], at Walnut Creek [Town], CA[state]

By: Debie Montana

Name: Debie Montana

Title: CEO and Principal Biologist

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

NON-COLLUSION DECLARATION

This form must be printed out, completed, and submitted with the Bid.

The undersigned declares:

I am the CEO and Principal Biologist [Insert Title] of Sequoia Ecological Consulting, Inc.,[Insert name of company, corporation, LLC, partnership or joint venture] the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from responding. All statements contained in the Proposal are true.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

JUne 27, 2024 [date], at Wa lnut Creek [Town], CA [state]

By: Debie Montana

Name: Debie Montana

Title: CEO and Principal Biologist

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

ATTACHMENT D - PROPOSAL PRICE SHEET

The quantities shown on the Proposal forms are approximate only, being given as a basis for the comparison of Proposals, and the Town does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This Proposal will be rejected if Proposer fails to provide a Proposal for each item.

The Town reserves the right to make a comparison of Proposals based on any combination of the above alternate Proposal items.

For all services described in the Proposer's Scope of Services, 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 Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of Proposal.

Proposed Cost Per Task for All Locations

Task Description	Cost ($)
Task 1: Meetings and Project Documentation	$15,585
Task 2: Data Collection and Review	$2,090
Task 3: Preconstruction Surveys	$50,540
Task 4: Environmental Awareness Training	$3,529
Task 5: Field Monitoring of Construction Activities	$76,240
Task 6: Project Environmental Reporting	$34,181
TOTAL PROJECT COST	**$181,165**

Work will be paid hourly Not to Exceed the values listed above. Proposers must attach a rate sheet to this Proposal Price Sheet.

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SIGNATURE

	CEO and Principal Biologist
Signature	Title
Debie Montana	June 27, 2024
Name (printed or typed)	Date
(925) 989-7011	N/A
Telephone	Fax
454136627	19114593
Tax ID Number	Los Gatos Business License Number

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

Resumes

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

SEQUOIA
Ecological Consulting, Inc.

Debie Montana, M.S., Certified Project Manager

President and Principal Biologist

Debie Montana is a Project Management Professional and the President of Sequoia Ecological Consulting, a small, woman-owned business enterprise. As President she is responsible for the corporate operation and fulfillment of contractual obligations for the firm. Since founding Sequoia in 2011, Mrs. Montana has grown her Company to a full-time staff of 45 qualified biologists, planners, project managers and regulatory specialists providing large-scale wildfire mitigation program support, project management, CEQA/NEPA compliance, CalVTP Support, pre- and post-fire surveys and analysis, and regulatory compliance support at the state and federal levels Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment projects spanning diverse regions and habitats. She serves as Principal-in-Charge on Sequoia's fuels treatment efforts for numerous Moraga-Orinda Fire District efforts, as well as planning and implementation of more than 40 projects for the Marin Wildfire Prevention Authority. She served in the same capacity on projects including the Caldor Fire Restoration efforts with El Dorado RCD, dozens of projects under East Bay Regional Park District's Fuel Management Program, and she also worked closely with the San Mateo County Parks Department and CAL FIRE to provide focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land.

With more than 20 years of experience in the environmental industry, Mrs. Montana has developed a resume with extensive program management experience within both the private and public sectors. She oversees complex environmental compliance efforts that apply her conservation and organismal biology and fisheries background with her strong an understanding of all aspects of environmental analysis, and her extensive knowledge of environmental permitting through federal, state and local agency processes.

As a wildlife biologist, Mrs. Montana has worked on projects and with technical scientific experts throughout California. Her duties have ranged from authoring biological assessments and Natural Environmental Studies, to performing resource management and mitigation plans, to overseeing large-scale fuels treatment, utility, and development projects spanning regions, a variety of habitats, and numerous permitting agencies. Mrs. Montana’s main strength is providing oversight, quality assurance, budget control, schedule adherence, and technical review on large-scale projects. She has built and managed multi-disciplinary teams of technical experts, to successfully complete projects across the state.

AREAS OF EXPERTISE

- Program and Project Management
- Fuels Management Strategy, Planning, and Implementation
- CalVTP Implementation
- Stakeholder Engagement
- Technical Team Development and Management

EDUCATION

M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University

B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University

Certificate, Project Management, University of California, Davis

SELECT TRAININGS

CEQA/NEPA Workshop
Habitat Conservation Planning and Implementation
Land Use in California

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

RELEVANT EXPERIENCE

San Mateo Resource Conservation District La Honda Fuel Break Project

San Mateo Resource Conservation District (RCD) is preparing to implement the La Honda Shaded Fuel Break, which constitutes an approximately 19-mile fuel break surrounding the community of La Honda in unincorporated San Mateo County. Sequoia's team is designing a CalVTP treatment plan that will balance the needs of the RCD, the La Honda community, stakeholders, and environmental protection while reducing dense vegetation and ladder fuels to provide safe access for firefighting personnel and potentially slow the spread of lower-intensity fires. Because portions of the project area include land outside of the State Responsibility Area (SRA), Sequoia is preparing a Project Specific Analysis and Addendum to the CalVTP PEIR. Sequoia will support the RCD with implementation of the project by developing contracting strategies and efficiencies, reviewing contract specifications and work descriptions/orders, and providing inspection support.

Sonoma County Regional Parks Hood Mountain Regional Park & Open Space Preserve Vegetation Management Planning for Ecosystem Resilience, Fire Hazard Reduction, and Climate Adaptation

Following heavy impacts to the area by the 2017 Nuns Fire and the 2020 Glass Fire, Sequoia is providing consultant services for vegetation management planning throughout the 950-acre Hood Mountain Regional Park and Open Space Preserve. Sequoia performed a thorough review of existing vegetation management documents and past management activities from the 1990s, and visited the site to complete a current condition assessment. Based on the information gathered, Sequoia is preparing a draft Vegetation Management Report that integrates prior plans and evaluations, and includes GIS mapping to prioritize management recommendations. The Vegetation Management Report will undergo levels of review with stakeholders for input into the final document.

Moraga-Orinda Fire District, Tunnel Hills East Bay Shaded Fuel Break Project

Sequoia provided vegetation mapping services and support for MOFD's grant application, and we are assisting with planning and implementation. Permitted under the CalVTP, this project required a Project-Specific Analysis (PSA) checklist and CalVTP addendum. Sequoia supported MOFD with the PSA process, preparing a full PSA Addendum. We managed biological and cultural resource assessments, SPR implementation, environmental training for crews, environmental compliance monitoring, agency coordination, communication with the public, mapping, and contractor coordination. Protocol-level surveys for sensitive plants and Alameda whipsnake are anticipated, and if needed Sequoia may also provide protocol or reconnaissance-level surveys for other species, wetland delineations, and agency coordination. Sequoia conduct detailed preliminary surveys of proposed work areas before commencement of work, and will also conduct post-treatment surveys of treated areas. The data collected during these surveys will help MOFD to document permit compliance as well as inform the need for future maintenance work and assess post-treatment fire risk.

Moraga-Orinda Fire District, North Orinda Shaded Fuel Break Project

Divided into a total of 55 "treatment units", this 1,900-acre fuel break project employed a variety of specific fuel management techniques including understory clearing, tree pruning, brush clearing, chipping, mowing, and select tree removal. Mrs. Montana participated in a series of meetings with Moraga-Orinda Fire Department, members of the public, and agencies including CAL FIRE, EBMUD, EBRPD, CDFW, and CNPS. Sequoia compiled BMPs to satisfy the requirements of existing habitat conservation plans, incidental take permits, and biological opinions which had already

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

undergone the CEQA process for projects nearby. Sequoia identified suitable Avoidance and Minimization Measures that would satisfy the existing Habitat Conservation Plan for Fuel Reduction Projects, and the EIR, Biological Opinion and Wildfire Hazard Mitigation Plan. We collaborated with CDFW and USFWS on field methods, crew training, and biological monitoring that would be implemented. Sequoia collaborated closely with fire crews to develop fire prescriptions, and performed permit interpretation and recommendations for communication with USFWS and CDFW. Sequoia also helped determine the appropriate treatment type (hand tools vs mastication) for various work areas based on quality of habitat for AWS, legal restrictions of the site (private vs EBMUD vs EBRPD property) and safety/slope concerns.

Diablo Fire Safe Council/Moraga Orinda Fire Department, Canyon Shaded Fuels Break

The Diablo Fire Safe Council provided the Moraga Orinda Fire Department with a grant to conduct fuels thinning activities in a critical fire break area of Pinehurst Road in Canyon, California. Sequoia was asked to provide biological services in support of the fuels reduction project including nesting bird surveys in advance of fuels treatment activities, and consulting services for environmental compliance.

San Mateo County Parks Fuel Break Projects, Huddart and Wunderlich County Parks

San Mateo County Parks is planning on implementing fuels reduction work spanning over 70 acres of chaparral, redwood forest, and oak woodland habitat starting in 2021. In support of this effort to prepare for forest health treatments and to avoid impacting sensitive plant species and natural communities within the Project area, Sequoia assisted the Parks District by performing three rounds of targeted rare plant surveys in both Huddart and Wunderlich County Parks. Focal species included: Kings Mountain manzanita, western leatherwood, and Michael's rein orchid.

Georgetown Divide Resource Conservation District Georgetown Fuel Reduction Project

Working collaboratively with the Georgetown Divide Resource Conservation District (GDRCD), Sequoia provided environmental planning and compliance services for this project which reduced understory ladder and surface fuels by managing and removing vegetation on and within 200 feet of BLM land in the South Fork American River Watershed. The project minimizes the risk of wildfire damage to forest resources, communities, and infrastructure in the project area. Sequoia's ensured project compliance with the Migratory Bird Treaty Act, Federal Endangered Species Act, and California Endangered Species Act. Our approved biologists were on-site throughout the project to conduct surveys for nesting birds, plants, and other sensitive species and resources. The biologists delineated and flagged no-disturbance buffers wherever the presence of a sensitive/special-status species (e.g., nesting birds, western pond turtle, California red-legged frog, Yuma myotis, Red Hills soaproot) and/or their nests are detected. Sequoia mapped out the project area to keep the contractor aware of the locations of any biologically sensitive resources to protect these resources during project activities.

Caldor Fire Recovery, Forest Restoration Action Plan

The El Dorado County Resource Conservation District (RCD) played a lead role in post-fire recovery effort for area effected by the Caldor Fire. This pilot project was established to create a scalable, efficient, and effective process for future use by future fire recovery efforts. Under the Caldor Fire Recovery Plan, Sequoia has been tasked with providing environmental and cultural compliance to aid in post fire restoration of fire-impacted non-industrial private lands within the Caldor burn area of El Dorado County. Sequoia has worked closely with the El Dorado Resource Conservation District to develop appropriate regulatory pathways for various communities affected by the fire. Through a Categorical Exemption for the Grizzly Flat subdivision, and use of the Cal-VTP PEIR for the remainder of the non-industrial private

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

lands, Sequoia has provided project design and management, development of the Categorical Exemption and implementation of the Cal-VTP PEIR, and environmental compliance surveys and monitoring of protected resources including (rare plants, aquatic features, California red-legged frog, foothill yellow-legged frog, Sierra Nevada yellow-legged frog, western pond turtle, great gray owl, California spotted owl).

El Dorado Resource Conservation District-Fire Adapted 50 Phase 1B – Wildland Fire Protection Program

The Fire Adapted 50 Phase IB - Wildland Fire Protection Program is Phase B of a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District. The project will conduct vegetation treatments on both private and USFS lands designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance (evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping and document management, etc.).

East Bay Regional Park District's Wildlife Hazard Reduction Program and Resource Management Plan

Since 2014, Mrs. Montana has worked with the East Bay Regional Park District (EBRPD) on planning and implementation of their FEMA-funded Wildfire Hazard Reduction and Resource Management Plan. The program extends throughout more than 40 sites on EBRPD property in Alameda and Contra Costa Counties. Sequoia's work includes interpretation of their Biological Opinion, Incidental Take Permit, and Environmental Impact Report. Sequoia worked with the District to create standard operating procedures for programmatic work, submitting annual reports to USFWS and CDFW, and coordinates communication and meetings with the District, manages and supervises field activities, performs focused surveys, conducts environmental training for field and Park personnel, and provides biological monitoring services for implementation of Avoidance and Minimization Measures during fuels treatment activities.

Marin Wildfire Prevention Authority Environmental Compliance Consulting Services for Wildfire Prevention/Hazard Mitigation Projects

The Marin Wildfire Prevention Authority is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's early involvement during the planning phase allows us to assist in designing projects that avoid environmental impacts and maximize available funds. As projects are approved and fully permitted, Sequoia biologists assist with specialized surveys including nesting bird surveys, sensitive plant surveys, invasive species mapping, protocol-level northern spotted owl surveys, and biological monitoring of work, when required.

CAL FIRE's Kings Mountain Road and Quarry Park Fuel Reduction Projects

Mrs. Montana oversaw biological support efforts on CAL FIRE's King's Mountain Road Fuel Break project in San Mateo County Parks Department's Huddart County Park. Sequoia's technical specialists provided focused endangered species and botanical surveys ensure AMM compliance in advance of fuel reduction activities and adherence to CAL FIRE's Fuel Reduction Avoidance and Minimization Measures. Work included pre-treatment assessments were conducted, collecting data regarding species cover, composition, and invasive species present. Post-treatment assessments will be conducted within a year to treatment to determine maintenance intervals for the fuel break.

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Sequoia also provided environmental consulting services to the San Mateo Santa Cruz unit of CAL FIRE for the Quarry Park Emergency Shaded Fuel Break Project. Sequoia assisted CAL FIRE with special protection measures and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already competed, and safety hazards such as wasp nests or access issues.

PG&E's Wildfire Safety Inspection Program Throughout PG&E Territory

Following the 2017 and 2018 wildfires, PG&E's Wildfire Safety Inspection Program (WSIP) has been implemented in addition to routine inspection and maintenance programs, to further reduce wildfire risk. As part of this program, Mrs. Montana is overseeing permit compliance support, technical studies, endangered and sensitive species studies, surveys, and data collection, and project reviews at various sites throughout PG&E's service territory, from Humboldt to Bakersfield.

U.S. Bureau of Reclamation (USBR) Battle Creek Salmon and Steelhead Restoration Project

Sequoia is currently leading the environmental compliance support team for the Bureau of Reclamation's Battle Creek Salmon and Steelhead Restoration Project, which will restore about 48 miles of salmonid habitat. Sequoia is providing technical expertise to the USBR and is supporting fish and wildlife and regulatory issues. Planning and implementation includes extensive terrestrial and aquatic surveys, permit reviews and applications, vegetation plans, fish and other resource management plans, and environmental compliance monitoring and reporting during construction.

Sugarloaf Ridge State Park Post-Wildfire Northern Spotted Owl Surveys

Following the October 2017 wildfires, northern spotted owl surveys were requested at Sugarloaf Ridge State Park to document owl presence within the park during the 2018 field season. Mrs. Montana oversaw performance of surveys satisfying the USFWS 1-year protocol requirement. Sequoia biologists conducted a desktop review of prior northern spotted owl territories and habitat within the park, mapped suitable habitat and placing survey points, and prepared the year-end survey report and submitting it to State Parks.

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SEQUOIA
Ecological Consulting, Inc.

Kyle Verblaauw, MS

Assistant Project Manager | Biologist

Kyle Verblaauw is an experienced field biologist with more than 9 years of professional experience. Kyle has extensive monitoring and special-status species experience within California. While completing a Master's degree in Environmental Management at the University of San Francisco, Kyle has worked as in the consulting industry with experience conducting pre-construction surveys, seine and dip-net surveys, biological and regulatory compliance monitoring, rare plant surveys, non-native vegetation mapping, nesting bird surveys, providing worker environmental awareness training (WEAP), and managing/coordinating projects.

He has experience working on projects with special-status species including the California tiger salamander, California red-legged frog, foothill yellow-legged frog, Alameda whipsnake, salt marsh harvest mouse, western burrowing owl, giant kangaroo rat, Pacific herring, western snowy plover, San Francisco garter snake, San Francisco dusky-footed woodrat, nesting birds, and marine mammals. Special status plant species observed include fountain thistle and Crystal Springs lessingia.

Kyle specializes in California tiger salamander and California red-legged frog work and has experience implanting PIT tags, conducting/overseeing burrow excavations, checking pitfall traps, cover boards, and exclusion fences, and conducting amphibian dip-net surveys. He possesses a USFWS 10(a)1(A) Recovery Permit for California tiger salamander and California red-legged frog, and a California SCP and MOU for California tiger salamander. He has also attended various professional workshops focusing on California red-legged frog, foothill yellow-legged frog, California tiger salamander, western pond turtle, salt marsh harvest mouse, western burrowing owl, western snowy plover, Ridgway's rail, California least tern, Alameda whipsnake, as well as Pacific herring and salmonids.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority (MWPA) – Environmental Services for Wildfire Prevention/Hazard Mitigation Projects; Marin County, CA

April 2022 - Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation for each of the

AREAS OF EXPERTISE

- Biological monitoring
- Special-status species surveys
- Amphibian dip net surveys
- Burrow excavations
- Vegetation mapping

EDUCATION

MS, Environmental Management (Ecology), University of San Francisco

BA, Environmental Studies (Biology), University of California Santa Barbara

UC Education Abroad Program, (Marine Biology and Terrestrial Ecology), University of Queensland, Australia

PERMITS/CERTIFICATIONS

USFWS 10(a)(1)(A) Recovery Permit #ESPER0045160 for California Tiger Salamander and California Red-legged Frog

CDFW Scientific Collecting Permit #S-211500002-21363-001 and MOU for California Tiger Salamander, and California Red-legged Frog

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society

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40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Verblaauw's role includes:

- Project management and coordination, client communications, coordination of biologists for preconstruction surveys, nesting bird surveys, and botanical surveys
- Develop Biological Resources Report and prepare other deliverables for client
- Conducting northern spotted owl survey using call back survey method (1 adult male observed)
- Conducting nesting bird, woodrat, and rare plant surveys ahead of vegetation clearing crews
- Identified nesting great horned owl, Anna's hummingbirds (2), and bushtits (2)

San Mateo County Parks, Edgewood Shaded Fuels Break, Redwood City, CA

May 2022 – August 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities in Edgewood County Park to provide a defensible space buffer against potential wildfires for nearby homes. As project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of weekly deliverables
- Communications and coordination with Parks staff
- Conducting surveys for special status species and nesting birds

San Mateo County Parks, Quarry Park Shaded Fuels Break, El Granada, CA

June 2022 - September 2022

San Mateo County Parks (SMCP) is conducting fuels reduction activities and habitat restoration at Quarry Park. The goal of the project is to reduce flammable vegetation onsite, including removal of numerous eucalyptus trees and clearing the understory of dense brush. As the project coordinator for this effort, Mr. Verblaauw's roles included:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducting pre-activity surveys for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds, as well as flagging resources and communicating survey results to crews on the ground

US Bureau of Reclamation - B.F. Sisk Dam SOD Modifications - Phase I; Gustine, CA

August 2022 – Ongoing

The B.F. Sisk Dam Safety of Dams Modification Project is a joint venture by the United States Bureau of Reclamation (BOR) and California Department of Water Resources (DWR). Sequoia is contracted by NW Construction and the BOR to provide environmental compliance support during Phase 1 of the B.F. Sisk Dam Safety of Dams Modification Project, [illegible] improve public safety by increasing the height of the dam and adding stability berms and other safety

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features to reduce the likelihood of the dam overtopping during an earthquake. Our role involves special-status species monitoring and surveys, burrow excavation, and management of the tule elk herd present onsite. Species known to occur or with potential to occur on the project include tule elk, San Joaquin kit fox, California tiger salamander, California red-legged frog, American badger, burrowing owl, Swainson's hawk, and bald eagle. Mr. Verblaauw's roles include:

- Conduct monthly CRLF visual encounter surveys (day and night) in occupied CRLF habitat within the Project area
- Conducting exclusion fence checks for CTS and CRLF
- Surveying for suitable burrow habitat for SJKF and CTS
- Maintenance on Thule elk camera traps
- Monitoring construction activities

East Bay Regional Park District McCosker Sub-Area Creek Restoration and Recreational Improvements Project; Montclair, CA

August 2020 - Ongoing

The East Bay Regional Park District has been restoring ecological function to two existing culverted creeks in the McCosker sub-area of Sibley Regional Park. Working under a CDFW Incidental Take Permit (No. 2081-2018-070-03), USFWS Biological Opinion (#08ESMF00-2019-F-015), USACE and RWQCB 401/404 permits, and CDFW 1600 Lake and Streambed Alteration Agreement. Mr. Verblaauw's duties include:

- Conducting long-term vegetation monitoring to determine success of restoration plantings
- Conducting biological monitoring work activities for special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat
- Developing the 2022 annual status report summarizing covered project activities and describing project compliance with permits

Bourdet Ranch Conservation Banking; Santa Clara County, CA

May 2023 - Present

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Mr. Verblaauw supported this project by:

- Performing aquatic surveys for amphibian surveys, including California tiger salamander and California red-legged frog
- Performing eDNA sampling for CTS and CRLF

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Upper Llagas Creek Flood Protection Project; Gilroy, San Martin, and Morgan Hill, CA

September 2019 - Ongoing

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Kyle's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits.
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, western pond turtle

San Mateo County Parks, Sawyer Camp Trail Culvert Replacement Project, San Mateo County, CA

July 2022 - September 2022

San Mateo County Parks (SMCP) is replacing 16 failed or badly degraded culverts along the Sawyer Camp Trail near the Crystal Springs Reservoir. Prior to construction implementation, special-status species surveys are required, including surveys for: nesting birds, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake, and western leatherwood. Biological monitoring during all ground-disturbing activities is also required. Mr. Verblaauw supported SMCP on this project as Sequoia's project coordinator by:

- Providing project support and oversight for field biologists
- Quality control and assurance of deliverables
- Communications and coordination with Parks staff
- Conducted biological monitoring

East Bay Regional Park District Routine Maintenance Projects; Alameda and Contra Costa Counties, CA

September 2020 – Ongoing

Sequoia Ecological is supporting EBRPD with an on-call contract to conduct pre-activity surveys, water quality monitoring, and biological compliance monitoring for routine maintenance projects under their regulatory permits. Species to be avoided include: Alameda whipsnake, California red-legged frog, California tiger salamander, giant garter snake, Ridgway's rail, California least tern, salt marsh harvest mouse, San Joaquin kit fox, vernal pool branchiopods, snowy plover, pallid manzanita, nesting birds, and San Francisco dusky-footed woodrat. Mr. Verblaauw's duties included:

- Providing environmental awareness training to construction crews
- Conducting nesting bird surveys and preconstruction surveys for special status species
- Biological monitoring during work activities and ensuring project's compliance with regulatory permits

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SEQUOIA
Ecological Consulting, Inc.

Will Johnson

Climate Resiliency and Restoration Program Manager

Will Johnson has 16 years of experience in habitat restoration, mitigation planning, inspection and compliance support, natural resource monitoring, and both project and program-level administration and management. Mr. Johnson has provided services on a variety of projects throughout northern California for the past 10 years. He has worked as a field biologist, site superintendent, manager, crew leader, and equipment operator. He has extensive experience in reviewing and implementing work from proposal phase to closeout based on standard specifications, plans and permit requirements. Mr. Johnson has authored site management and long-term maintenance plans, cost proposals, budgets, technical write-ups and project approaches. He has both partnered with and contracted for a diverse number of clients including County, State, Federal-level groups as well as consulting firms, non-profit organizations, special districts, and private landowners.

Mr. Johnson has conducted project work in the vicinity of numerous special status species including California Ridgway's rail, California black rail, salt marsh harvest mouse, San Francisco garter snake, giant garter snake, California red-legged frog, and California tiger salamander. Mr. Johnson has conducted rare plant surveys and managed projects which had the following species: western burrowing owl, Swainson's hawk, northern goshawk, golden eagle, foothill yellow-legged frog, Alameda whipsnake, western pond turtle, dusky-footed woodrat.

RELEVANT EXPERIENCE

Mount Tamalpais Fuel Reduction (Various Phases); Mill Valley, CA

2020 - 2023

Mr. Johnson supported Marin Municipal Water District (MMWD) in implementing various fire fuel reduction work, including understory mastication, and hand-crew clearing and thinning work. The work fell under MMWD's Biodiversity, Fire, and Fuels Integrated Plan (BFFIP). Crews worked in and around sensitive watershed areas and habitat. The entirety of the project was located in steep, wildland terrain. Mr. Johnson served as the project manager.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

AREAS OF EXPERTISE

- Restoration
- Construction management & QA/QC
- Invasive Plant Management Planning & Implementation
- Natural Resource Management & Monitoring
- Mitigation Planning
- Compliance Management
- Plant/Wildlife Surveys

EDUCATION

MS, Biological Sciences, University of Rhode Island

BS, Biological Sciences, University of Rhode Island

PERMITS/CERTIFICATIONS

California Contractors State License Board – C-27 Landscape Construction License, 1086577, exp. 2026

California Department of Pesticide Regulation – Qualified Applicator License, 162032, exp. 12/2024

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Quarry Park Shaded Fuel Break; El Granada, CA

2023

Mr. Johnson supported San Mateo County Parks (SMCP) in implementing fuels reduction, including removing eucalyptus trees and understory vegetation. The work occurred in and around habitat for San Francisco dusky-footed woodrat, California red-legged frog, and nesting birds. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Green Oaks Restoration; Pescadero, CA

2023

San Mateo County Resource Conservation District (SMCRCD) worked in conjunction with California State Parks to implement a riparian and grassland drainage restoration project. The project included site preparation, grading, log placement, spoils management, and revegetation post equipment work. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Kitteridge Wetland Restoration; Los Gatos, CA

2023

Mr. Johnson worked to support the restoration of a retention pond drainage feature for San Jose Water Company (SJWC). The creation of wetlands at Lake Kittredge was designed to provide habitat for California red-legged frogs, western pond turtles, and nesting olive-sided flycatchers. The scope included re-grading and earthmoving of seasonally flooded depressions, channels and general re-contouring, followed by revegetation and re-seeding of stabilized areas. Will oversaw construction activities and worked with the client to develop approaches to work, erosion control and re-seeding efforts. Mr. Johnson was the project manager for construction (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Arroyo de la Laguna Creek Restoration; Pleasanton, CA

2022 – 2023

The City of Pleasanton's Arroyo de la Laguna project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration
- ordinated with City and consulting biologist

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- Performed project management and permit compliance

San Rafael Creek Restoration & Maintenance; San Rafael, CA

2021 - 2023

Sonoma Marin Area Rail Transit's (SMART) San Rafael Creek project included site preparation, invasive plant management, restoration planting and long-term maintenance. Mr. Johnson served as the project manager for construction (contractor) and worked alongside Sequoia (consultant).

- Developed cost proposal and technical approach to restoration
- Coordinated with SMART and consulting biologist

  Performed project management and permit compliance

McCosker Creek Restoration and Improvements; Orinda, CA

2022 - 2023

East Bay Regional Park District's (EBRPD) McCosker Creek project included invasive plant management and long-term maintenance of native plants and site infrastructure. Mr. Johnson served as the project manager for maintenance (contractor) and worked alongside Sequoia (consultant).

- Oversaw crew logistics and scheduling
- Coordinated with EBRPD and consulting biologist
- Performed project management and permit compliance
- Special-status species: nesting birds and raptors, Alameda whipsnake, California red-legged frog, and San Francisco dusky-footed woodrat

Bioregional Habitat Restoration; Sunol, CA

2017 - 2023

San Francisco Public Utilities Commission (SFPUC) manages watershed areas throughout Alameda County. The project included several years of invasive plant management in wildland areas. Treatments were targeted to support native plant establishment and achieve SFPUC's mitigation and management objectives. Work occurred in and around areas with sensitive species. Mr. Johnson served as a project manager.

- Developed cost proposal and technical approach to restoration and maintenance
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

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NASA Ames Research Center Wetland Restoration & Mitigation; Santa Clara, CA

2018

As part of mitigation, NASA was required to investigate soils at a site at Moffett Field in Santa Clara County. Mr. Johnson led a construction team that provided native habitat and erosion control services to a consulting firm for the duration of the soil investigation across the several acre site. The project scope included brush and vegetation clearing ahead of drilling/soil sampling; silt/exclusion fence installation, maintenance and removal; harvesting and transplanting wetland and marsh plant species including pickleweed and saltgrass; hydroseeding and hand-broadcast seeding of native lowland, upland and transitional marsh species; hand-watering and non-chemical weed control to facilitate plant establishment.

- Developed cost proposal and technical approach to construction and invasive plant work
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

On-Call Restoration & Maintenance; Various East Bay Regional Park properties, CA

2022 - 2023

Mr. Johnson supported East Bay Regional Park District (EBRPD) in implementing various stages of restoration and construction work at several different park units/locations. Work included invasive plant management, erosion control, site maintenance, irrigation troubleshooting and repair, and fence building. Mr. Johnson served as the project manager and lead contract point of contact for all on-call task orders.

- Developed cost proposal and technical approach to various restoration activities
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

Tilden Nature Area Restoration; Berkeley, CA

2018-2023

Mr. Johnson supported East Bay Regional Park District (EBRPD) in restoring pond features, installing native riparian vegetation, constructing trails, fencelines and park amphitheater. Work occurred in and around sensitive creek habitat. Project included 5 years of follow-up maintenance and stewardship of the site. Mr. Johnson served as the project manager (contractor).

- Developed cost proposal and technical approach to construction
- Oversaw crew logistics and scheduling
- Performed project management and coordination with consultants

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SEQUOIA
Ecological Consulting, Inc.

Kelyn McGuire
Staff Biologist

Kelyn McGuire is an enthusiastic biologist with more than a year of experience. Kelyn has experience conducting nesting bird surveys and special-status species surveys for California tiger salamander, California red-legged frog, Alameda whipsnake, western pond turtle, San Francisco dusky-footed woodrat. She has assisted in rare plant surveys under the supervision of a senior botanist. Kelyn also has performed California spotted owl surveys under the direction of experienced biologists. She has also assisted with bumble bee surveys under the guidance of a permitted biologist. Kelyn has experience performing pre-construction surveys, daily biological monitoring, and delivering environmental awareness trainings.

RELEVANT EXPERIENCE

Moraga Orinda Fire District, Tunnel East Bay Hills Fuel Break; Orinda, CA
April 2023 – Ongoing

The Moraga-Orinda Fire District is conducting a fuels reduction project along key access roads in the cities of Moraga and Orinda, CA to minimize the impact of wildfires on local communities by developing fuel breaks and keep roads accessible for evacuation and emergency response. Sequoia is providing biological support on the project to ensure environmental compliance with the fuels reduction work. In support of this project, Kelyn's role has included:

- Conduct pre-construction surveys for special-status species: California tiger salamander, California red-legged frog, western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat
- Perform pre-treatment surveys prior to work being done
- Environmentally train fuel reduction crews regarding sensitive species in a high-risk work environment
- Monitor and provide insight to work crews to preserve sensitive species habitat such as core-scrub for Alameda whipsnake and nesting birds
- Carrying out rare plant surveys under the supervision of Senior Botanists
- Providing active monitoring during all pile burning done by fire officials
- Set up trail cameras to track animal activity and behaviors
- Place coverboards outside of the project area to provide refuge

AREAS OF EXPERTISE

- Nesting bird surveys
- Biological monitoring
- Pre-construction surveys

EDUCATION

BA Environmental Studies (Anthropology), University of California, Santa Barbara

UC Education Abroad Program, (Anthropology) University of Edinburgh, Scotland

MEMBERSHIPS AND PROFESSIONAL ASSOCIATIONS

The Wildlife Society

Golden Gate Audubon Society

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

- Special-status species: Western pond turtle, California red-legged frog, California tiger salamander, Alameda whipsnake, San Francisco dusky-footed woodrat, Northern spotted owl

Contra Costa County Fire Protection District (ConFire) - Lafayette/Walnut Creek Shaded Fuel Break, Contra Costa County, CA

May 2023 – Ongoing

This shaded fuel break project extends about 7 miles surrounding the community of Rossmoor and is expected to treat approx. 250 acres through the reduction of dense vegetation and removal of ladder fuels. Sequoia is providing reconnaissance and plant surveys ahead of vegetation removal, then daily monitoring during implementation. Kelyn's responsibilities as lead biologist include:

- Helped project kickoff by conducting environmental training for all working crew members
- Executed pre-treatment surveys of all project areas before commencement of any work
- Organized pre and post treatment
- Managed project coordination and assisted project manager with scheduling, client communication and daily/weekly reporting
- Accompanied Senior Biologist on bumble bee surveys targeting sensitive bumble bee species
- Maintained strong communication between client, crew and Sequoia staff
- Conduct daily pre-construction surveys for special status species ahead of days work
- Recording and mapping rare plant sensitive vegetation communities
- Performed reconnaissance surveys prior to implementation phase
- Special-status species: Alameda whipsnake, California red-legged frog, California tiger salamander, San Francisco dusky-footed woodrat, western pond turtle, Crotch's bumble bee, California newt, sensitive bat species

Marin Wildfire Prevention Authority (MWPA) –Environmental Services for Wildfire Prevention/Hazard Mitigation Projects, Marin County, CA

April 2023 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit a large number of fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during planning and implementation each of the 40-plus projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Kelyn's role included:

- Performing pre-activity surveys for special-status wildlife and plants, as well as nesting birds
- Setting up acoustic monitors to record bird activity
- Analyzing acoustic monitor data and providing concise data collection for the client
- Conducting nesting bird surveys

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- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway's rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Bourdet Ranch Conservation Banking; Santa Clara County, CA

April 2024

Sequoia Ecological Consulting, Inc. is assisting the Bourdet Family to establish a conservation bank on their 3,354-acre property in Santa Clara County, CA. Sequoia is tasked with all necessary biological surveys to determine absence/presence of listed species within the property, including pond sampling for California tiger salamander and California red-legged frog and special-status bumble bees. Once biological resources are evaluated, Sequoia is conducting a bank feasibility analysis and designing the conservation bank. Sequoia is directly coordinating with the agencies on behalf of the Bourdet family and drafting all required documents for establishing a conservation bank including a draft prospectus, prospectus, and additional documents based on agency evaluation of resources on-site. Kelyn supported this project by:

- Field assistant for protocol level surveys for candidate bumble bee species (Crotch's bumble bee)
- Safe handling, catch and release of crotch's bumble bee and other bumble bee species
- Successfully identifying Crotch's bumble bee and other bumble bee species
- Assisting in data and mapping management

California State Parks, Mt. Diablo State Park Vegetation Treatment, Pretreatment Biological Surveys and Monitoring; Contra Costa County, CA

April 2023 – May 2023

The Mt. Diablo State Park Vegetation Treatment project involves Cal State Parks identifying key areas in the park that are at risk for wildfires. Multiple different vegetation removal companies are subcontracted to reduce fuel debris that can pose a risk incidents of fire outbreaks. Sequoia biologists provide pretreatment surveys to identify rare plants, special status species, and nesting birds to ensure that fuel removal is within environmental compliance. Kelyn's duties include:

- Providing pre-construction surveys for special status species and nesting birds
- Identifying habitat that can be suitable for special status species such as California red-legged Frog, Western Pond Turtle and Alameda whipsnake
- Providing biological monitoring and reporting

Mariposa Peak Ranch Long-Term Management; Merced and Santa Clara Counties, CA

April – May 2024

Sequoia Ecological Consulting is working to establish a conservation easement for Caltrans and a residential development project on private land near Gilroy in order to offset impacts to California tiger salamander and California red-legged frog. Kelyn's responsibilities on this project included:

- Assisting permitted biologists with pond sampling surveys for California red-legged frogs and California tiger salamanders

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- Aiding in eDNA collection from each pond
- Taking measurements and data collection of California red-legged frog and California tiger salamanders
- Conducting visual encounter surveys for western pond turtle, California red-legged frog, California tiger salamander and bullfrogs
- Perform VES eye-shine surveys for bullfrogs
- Use dip net and seine net for protocol level surveys for special-status species

Anderson Dam Tunnel Water Quality Monitoring; Morgan Hill, CA

October 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Kelyn is responsible for:

- Performing biological monitoring
- Collecting water-quality data from Multi-Parameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Providing daily monitoring summaries to project managers
- Special-status species: California tiger salamander, California red-legged frog, western pond turtle, steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

California State Parks, Northgate Road Emergency Repair Project; Contra Costa County, CA

June 2023 – October 2023

Mount Diablo State Park is conducting emergency repair work for culvert and road failures within the park. As a subconsultant to ECORP, Sequoia is providing biological and compliance support for project implementation, including pre-construction surveys for rare plants and biological monitoring during ground-disturbing activities. Species monitored during this project include Alameda whipsnake, California red-legged frog, California tiger salamander, Peregrine falcon and nesting birds. Kelyn supported this project by:

- Providing biological monitoring and reporting to crews
- Providing environmental training for crews
- Special-status species: California tiger salamander, California red-legged frog, Alameda whipsnake, Peregrine falcon, nesting birds, rare plants.

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SEQUOIA
Ecological Consulting, Inc.

Nicolas Anderson

Biologist / Assistant Project Manager

Nicolas Anderson has 5 years of experience in wildlife and vegetation surveys, habitat restoration, construction monitoring, forestry management, and geographic information systems (GIS). His surveying experience includes point-count, mark-recapture for small mammals and fish, electrofishing, mist netting, spotlight, dip netting, seining, hoop netting, telemetry, and herpetological surveys for wetland index of biological integrity (IBI) assessments.

Nic's threatened and endangered (T&E) biological surveys conducted in the Midwest, Southeast U.S., and California include but are not limited to western pond turtle, California red-legged frog, Indiana bat, Henslow's sparrow, loggerhead sea turtle, northern long-eared bat, greater prairie-chicken, loggerhead shrike, bald eagle, Karner blue butterfly, Dakota skipper, and southern bog lemming. Additionally, his T&E vegetation surveys have included but are not limited to beaked spikerush, slender rush, sterile sedge, western prairie fringed orchid, whorled nutrush, and stream parsnip.

RELEVANT EXPERIENCE

Marin Wildfire Prevention Authority, Environmental Compliance Consulting Services for Wildfire Prevention/ Hazard Mitigation Projects; Marin County, CA

October 2022 – Ongoing

The Marin Wildfire Prevention Authority (MWPA) is working to permit numerous fire prevention projects throughout Marin County. The projects use a wide variety of fuels reduction treatments to achieve their goals, from goat grazing to creating large fuel breaks using mechanical mastication. Sequoia is providing biological services during the planning and implementation on upwards of 40 projects within the MWPA work plan. Sequoia's biologists conduct literature reviews of biological resources and field assessments, prepare and present environmental trainings, and provide ongoing specialized expertise to assist the MWPA. Mr. Anderson's role included:

- Performing GIS services to provide detailed figures for project management and planning - GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project

AREAS OF EXPERTISE

- Biological surveys
- Habitat restoration
- Construction monitoring
- Forestry management

EDUCATION

BS, Fisheries, Wildlife, and Conservation Biology, University of Minnesota – Twin Cities

PERMITS/CERTIFICATIONS

Wildland Firefighter Type II

National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Inspector

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

boundaries and surrounding areas, and depiction of on-the-ground environmental observations

- Managing and updating GIS databases
- Special- status species: Northern spotted owl, California red-legged frog, foothill yellow-legged, Ridgway's rail, black rail, burrowing owl, Western snowy plover, salt marsh harvest mouse, Western bumblebee, monarch butterfly, anadromous fish, various sensitive bat species

Moraga-Orinda Fire District, Tunnel East Bay Hills Fuel Break Project; Orinda, CA

October 2022 – Ongoing

The Moraga-Orinda Fire District (MOFD) is conducting a fuels reduction project within Contra Costa County to create large fuel breaks to reduce impacts from wildfire events. To assist with the implementation of this project, Nic is responsible for:

- Performing GIS services to provide detailed figures for project management and planning. GIS analyses include, but are not limited to, determining total impacts per vegetation community, proximity and impact analyses on T&E wildlife, plants, and critical habitats, impacts to aquatic habitats, summaries of soil characteristics within project boundaries and surrounding areas, and depiction of on-the-ground environmental observations
- Managing and updating GIS databases

San Mateo County Parks, Edgewood Shaded Fuel Break; Redwood City, CA

June 2022

In support of San Mateo County Parks in this fuel break project, Nic was responsible for:

- Performing pre-construction surveys for special-status species and nesting birds
- Conducting biological monitoring during work activities for nesting birds
- Assisting with daily routine data collection and work activity summaries
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, Alameda whipsnake, San Francisco dusky-footed woodrat

Anderson Dam Tunnel Water Quality Monitoring; San Jose, CA

April 2023 – Ongoing

This project includes environmental compliance and biological support for heavy civil construction in habitat suitable for several sensitive animal species. Under federal compliance orders, multiple regulatory agency permitting and technical recommendations, and under the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan, Nic is responsible for:

- Performing pre-construction surveys for biological resources
- Collecting water-quality data from MultiParameter Sondes located at different sites both upstream and downstream from the project location
- Ensuring proper equipment maintenance and calibration to acquire high quality data
- Performing biological monitoring of sensitive habitats and species during construction when required by permits

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

- Providing daily monitoring summaries to project managers
- Creating master Excel sheets to process collected water quality data for compliance evaluation
- Writing soil sample reuse and monthly project update reports for client
- Special-status species: California tiger salamander, California red-legged frog, Western pond turtle, DPS steelhead, coyote ceanothus, nesting birds, golden eagle, bald eagle, pallid bat

San Mateo County Parks Department, Sawyer Camp Trail Culvert Replacement; Burlingame, CA

August 2022 – Ongoing

Supporting San Mateo County Parks for this culvert replacement project, Nic is responsible for:

- Conducting pre-construction surveys for special-status species and nesting birds
- Monitoring construction activities to ensure minimal impacts to special-status species and their habitats
- Inspecting finalized work sites to ensure proper escape pathways for wildlife trapped in trenched areas
- Conducting biological monitoring during work activities for nesting birds and special-status species
- Completing daily routine data collection and work activity summaries
- Special-status species: western pond turtle, San Francisco dusky-footed woodrat, California red-legged frog, San Francisco garter snake

Valley Water, Cross Valley Pipeline Extension Project Fish Rescue; Coyote, CA

August 2022

In support of this pipeline extension project, Nic was responsible for:

- Performing electrofishing surveys within the project area to minimize construction activity impacts on fish populations
- Identifying native fish species for relocation and invasive species for inventory
- Assisting with daily monitoring reports and data collection
- Special-status species: San Francisco dusky-footed woodrat, American badger, California red-legged frog, California tiger salamander, Western pond turtle, roosting bats

City of San Jose, Storm Drain System Improvements; San Jose, CA

July 2022

Contributing to improvements in this storm drain project, Nic was responsible for:

- Conducting worker environmental awareness program (WEAP) training for incoming contractors to identify special-status species (specifically Western burrowing owls) within the prospective project area

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Valley Water, Upper Llagas Creek Flood Protection Project Phase 2A; Morgan Hill, CA

June 2022

Under contract with the Santa Clara Valley Water District, several contractors are conducting channel improvements on existing creek reaches and constructing new creek channels to reduce or prevent flooding during major storm events. Sequoia has performed work for the contractor as well as owner to assist in meeting habitat preservation, restoration, and improvement goals as stipulated by the project plan. Nic's responsibilities include:

- Conducting pre-construction surveys and construction monitoring for nesting birds, and general special-status species under CDFW and USFWS permits
- Identifying habitats and suitable breeding locations for federally and state special-status species
- Monitoring turbidity, dissolved oxygen, temperature, pH, and erosion within the watercourses
- Special-status species: California red-legged frog, California tiger salamander, Western pond turtle

TRAININGS/CERTIFICATIONS

Storm Water Best Management Practices, Sequoia Ecological Consulting, 2022

Nesting Bird Ecology and Survey Practices, Sequoia Ecological Consulting, 2022

Identification of Hydraulic Features, Sequoia Ecological Consulting, 2022

Alameda Whipsnake Ecology and Identification, Sequoia Ecological Consulting, 2022

Construction Stormwater Inspector, National Pollutant Discharge Elimination System, 2020

Rosgen Level 1 Principles of Fluvial Geomorphology, 5 Smooth Stones, LLC, 2019

RiverMorph, 5 Smooth Stones, LLC, 2019

AutoCAD Civil 3D for Stream Restoration, 5 Smooth Stones, LLC, 2019

Culvert Design for Stream Connectivity and Aquatic Organism Passage, University of Minnesota – Twin Cities, 2019

S-130 Firefighter Training, S-190 Introduction to Wildland Fire Behavior, L-180 Human Factors in the Wildland Fire Service, and IS-100 Introduction to Incident Command System, Wildland Firefighter Type II (FFT2), National Wildfire Coordinating Group, 2018

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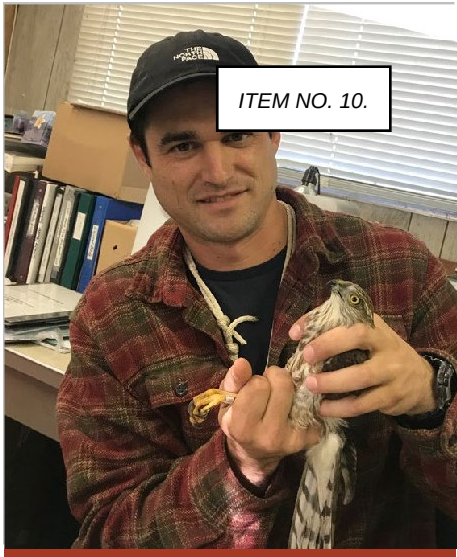
SEQUOIA
Ecological Consulting, Inc.



Brian Nissen

Project Biologist

Brian Nissen is a restoration ecologist and field biologist with more than 6 years of professional experience working with private industry consulting, federal and state agencies compliance, and volunteer research projects. Brian has experience providing permit oversight as well leading numerous ecological restoration projects biological surveys across the greater San Francisco Bay Area including special status species mitigation, riparian, oak woodland and savannah, and grassland habitats restoration.

Skilled background in restoration ecology, land management, and rangeland management/ecology. Areas of knowledge and expertise include restoration project design, implementation, and upkeep, invasive plant management, native plant propagation and establishment, grazing and mow regime management and establishment, and irrigation systems.

Mr. Nissen holds 10(a)(1)(A) permits for conducting presence/absence surveys for both California tiger salamander and California red-legged frog in Marin, Sonoma, Lake, Napa, Solano, Contra Costa, Alameda, Santa Clara and San Mateo counties. Additionally, Brian has extensive experience conducting biological monitoring for these two species on construction projects across the greater Bay Area.

In addition to working with the California tiger salamander and California red-legged frog Mr. Nissen has experience conducting surveys and working with other special-status species including: nesting birds and raptors, burrowing owl, Swainson's hawk, western pond turtle, San Francisco dusky-footed woodrat, fairy shrimp, giant garter snake, Alameda whipsnake, and San Joaquin kit fox. Experience with rare plants includes Santa Cruz robust spineflower, Congdons tarplant, San Joaquin spearscale, and Santa Clara dudleya.

Mr. Nissen has 100+ hours of passerine banding experience using mist nets at the Coyote Creek Field Station with San Francisco Bay Bird Observatory (SFBBO).

RELEVANT EXPERIENCE

Santa Clara Valley Water District, Anderson Dam Tunnel Project; Morgan Hill, CA

February 2024 - Present

Sequoia is providing biological support for the Anderson Dam Tunnel Project. Sequoia's biologists are supporting environmental compliance for heavy civil construction in habitat suitable for California red-legged frog, California tiger salamander, western pond turtle, steelhead salmon Central California Coast Distinct Population Segment, coyote ceanothus, nesting birds, pallid bat, and bald [illegible]. This project is being conducted under Federal Energy Regulatory

AREAS OF EXPERTISE

- Field identification of California flora and fauna
- Ecological restoration project oversight
- Land management
- Regulatory permitting

EDUCATION

BS, Natural Resources, Fisheries and Wildlife Science, Oregon State University

PERMITS/CERTIFICATIONS

10(a)(1)(A) Recovery Permit (PER0011950), California tiger salamander, California red-legged frog

CDFW Scientific Collection Permit (SC-190180001)

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Commission emergency compliance orders with technical recommendations from the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service, and permitting through the US Army Corps of Engineers, State Water Resources Control Board, California Department of Fish and Wildlife (CDFW), and Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan. Brian's roles include:

- Ensuring water quality permit measures were met using data collected while checking water quality monitoring sondes and equipment
- Conducting soil sampling ensuring soil quality parameters are recorded and met
- Conducting nesting bird surveys ensuring the project is within compliance with the Migratory Bird Treaty Act and other environmental and legal constraints.

County of San Mateo, Half Moon Bay Landfill Stormwater Mgmt Emergency Repair; Half Moon Bay, CA
February 2024 – March 2024

The stormwater drainpipe failure occurred on a coastal bluff next to the closed Half Moon Bay Landfill. An ephemeral, unnamed drainage flows through the drainpipe. The drainage was conveying water during a site visit on January 25, 2024. Rerouting the runoff may be anticipated; however, this is dependent on timing of the start of repair work. The failed drainpipe is currently not functioning, and the revetment is at risk of further collapse. The repairs are intended to address stormwater discharge and limit erosion caused by stormwater runoff as a result of the damage caused by previous excessive stormwater discharge. Work will be conducted in accordance with BMPs detailed in the County of San Mateo Routine Maintenance Program Manual. A biologist will be onsite to actively monitor all work. Project activities are anticipated to begin in February 2024. The full duration of the project is expected to be approximately 3 weeks. As a staff biologist on this effort, Brian's roles include:

- Provide biological monitoring for nesting birds and specials status species

Fairview Residential Development; Hollister, CA
February 2020 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction activates to ensure protection of wildlife species. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Preforming burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

West of Fairview Residential Development; Hollister, CA
March 2022 – May 2022

Residential housing development located in Hollister, California. Performed preconstruction surveys and daily biological monitoring of construction and restoration activities to ensure protection of wildlife species and permit condition

Docusign Envelope ID: 71ABC041-66FC-4CBE-B806-7F606F5E7542

compliance. Administered environmental training to crew members and interfaced with construction crews on environmental issues. As a biological monitor Brian's duties included:

- Performing pre-construction surveys for nesting birds and other biological resources
- Preforming burrow excavations of potential CTS burrows prior to ground disturbance activities
- Performing biological monitoring of sensitive habitats and species during construction when required by permits
- Performing biological monitoring of permit conditions such as exclusionary fence and escape ramp installation.

Communication Hill Residential Development; San Jose, CA

June 2021

Large scale mix-use residential development. Site was formerly home to one of the largest populations of Santa Clara Valley dudleya (*Dudleya setchellii)*, which is a low growing perennial succulent with pale yellow flowers that grows in rocky outcrops in serpentine grasslands. Santa Clara dudleya is found only in the Coyote Valley area of Santa Clara County, California, from San Jose south about 25 miles to Gilroy. As a biologist on this project Brian's duties included:

- Conducting rare plant surveys for Santa Clara Valley dudleya

Contra Costa Water District – Rock Slough Fish Screen Vegetation Management; Oakley, CA

June 2019 and June 2020

Aquatic vegetation management at the Contra Costa Water District Rock Slough Fish Screen. Biological monitors provided salvage and documentation for aquatic biological resources during annual aquatic vegetation removal at the Rock Slough Fish Screen facility. As a biological monitor Brian's duties included:

- Performing biological monitoring of sensitive habitats and species during maintenance activities
- Performing pre-construction surveys for nesting birds and other biological resources

species, native plant cover, and restoration plant survivorship. As the land manager of the property and staff biologist Mr. Nissen's duties included:

- Assisting and leading annual CTS and CRLF surveys
- Assisting and leading annual plant survivorship counts
- Annual long term resource management and monitoring, including invasive plant management, restoration planting management, pond maintenance, grazing management, and erosion prevention and mitigation

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 11

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Reopen the Building Replacement at Corporation Yard Project (4118715; CIP No. 821-2302) and Authorize an Expenditure Budget Adjustment in the Amount of $83,565.38**

RECOMMENDATION: Authorize an expenditure budget adjustment of $83,565.38 from the General Fund reopening the Building Replacement at Corporation Yard project (4118715; CIP No. 821-2302) to complete previously planned shelving and forklift purchases that were delayed by manufacturing and supply chain issues.

STRATEGIC PRIORITIES:

This action supports the strategic priority of prudent financial management.

FISCAL IMPACT:

This item reopens the Building Replacement at Corporation Yard project (4118715; CIP No. 821-2302) and includes an expenditure budget adjustment from the available General Fund Appropriated Reserve in the amount of $83,565.38 to complete previously planned shelving and forklift purchases that were delayed due to manufacturing and supply chain issues.

BACKGROUND:

This project was scoped to include the demolition of an existing building and construction of a new one. It was advertised for construction in January 2022. One bid was received at that time, and the cost proposal was over the allotted budget amount. On March 3, 2022, the Town Council rejected the single bid and approved an additional $600,000 for the project. In order to

PREPARED BY: Dan Keller
Fleet & Facilities Operations Manager

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

facilitate a more competitive bidding process, the existing building was demolished with a separate contract on July 5, 2022, to help reduce the costs for the overall project.

The Town advertised and received two bids for the revised project on July 12, 2022. S & H Construction Inc. was the lowest bid for the building construction within the revised budget. The new storage building construction has proven to be a very important addition to the Parks and Public Works Streets and Parks Operations, as it houses materials that were previously exposed to weather. Additionally, the Los Gatos Monte Sereno Police Department utilizes a portion of the space for evidence storage. To accommodate these functions, staff's intent was to outfit the new building with specified shelving and secure a small forklift to provide access to higher storage area.

Attachment 1 includes copies of the previously approved contracts and purchase orders for the two outstanding work items.

DISCUSSION:

The new storage building was completed in 2023. Completion of the equipment and shelving configuration was delayed due to a manufacturing backlog affecting the forklift order placed through Hyster Yale Materials Handling Inc. The forklift manufacturing delay resulted in the project not being completed in Fiscal Year 2024-25 as originally expected when the Proposed Capital Budget was issued in May 2025.

The forklift is a critical component needed to safely access and handle materials on the new shelving system due to the narrow aisle design of the building. Because the forklift's delivery was delayed, the shelving installation by Engineered Products (A PAPE Company) could not be finalized prior to June 30, 2025 as planned.

Once the forklift is received, the remaining shelving installation and configuration will be completed. To complete these purchases, the project must be reopened and the previously appropriated funding must be re-budgeted to complete the project. When the proposed CIP was issued staff expected all work to be completed and invoices to be paid by June 30, 2025. As mentioned above, a manufacturing delay prevented completion of the project.

Building Replacement at Corporation Yard Project		
CIP Project 821-2302; Hub Account 4118715		
Budget		
Existing Appropriations		
GFAR	$	2,424,125
Appropriations - requested with this staff report		
GFAR	$	83,565
Subtotal		**$2,507,691**
Expenditures including encumbrances		
Existing Expenditures		
Construction Contract - Disability Systems	$	6,055
Construction Contract - Williams Scotsma	$	10,637
Construction Contract - A-1 Fence	$	29,750
Construction Contract - Asbestos Management Group of CA	$	34,100
Construction Contract - California Roofing	$	34,707
Construction Contract - Cuschieri Horton Architects	$	222,500
Consultation Contract - Designtek Consulting Group	$	715,968
Construction Contract - DJS Painting	$	15,310
Construction Contract - Pape - Engineered Products	$	48,216
Construction Contract - Luk and Associates	$	15,800
Construction Contract -MSB Holdings Corp	$	113,574
Construction Contract - S&H Construction Inc	$	829,381
Construction Contract - San Jose Water Co	$	52,230
Construction Contract - Solutions Office Interiors	$	107,009
Construction Contract - SSS Fire Protection	$	8,500
Construction Contract - Talisman Networks	$	33,328
Construction Contract - The Painting Pros	$	19,885
Construction Contract - Western Shelving and Rack	$	13,900
Other Project Costs	$	113,274
Expenditures - requested with this staff report		
Other project costs	$	83,565
Subtotal	**$**	**2,507,691**
6/30 Project Closeout Balance	**$**	**-**

CONCLUSION:

Staff recommend that Town Council authorize the Town Manager to reopen the Building Replacement at Corporation Yard Project (CIP No. 812-2302) and approve revenue and

expenditure budget adjustments to re-budget previously allocated appropriations and finalize purchases.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:
1. Purchase Orders with Engineered Products and Hyster Yale Materials Handling Inc.

TOWN OF LOS GATOS
110 E. MAIN STREET
LOS GATOS, CA 95030

www.losgatosca.gov
PHONE 408-354-6833

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**20250264**
Purchase Order Date	**06/10/2025**
Department	**PPW**

Bill To
TOWN OF LOS GATOS
PO BOX 655
LOS GATOS, CA 95031

Ship To PPW
PARKS AND PUBLIC WORKS
TOWN OF LOS GATOS
41 MILES AVE
LOS GATOS, CA 95030

Vendor 2475
ENGINEERED PRODUCTS A PAPE CO
9800 40TH AVE S
SEATTLE, WA 98118

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
		2475	14	Nicolle Burnham	

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Purchase & installation of additional shelving units for the storage building at the PPW Corp Yard, not to exceed $28,857.94. GL #: 4118715 - 82405 $28,857.94	1.0000	AMOU	$28,857.9400	$28,857.94
2	Unforeseen services not to exceed $ 2,885.79. GL #: 4118715 - 82405 $2,885.79	1.0000	AMOU	$2,885.7900	$2,885.79

DUPLICATE COPY

Authorized purchasing agent. The right is reserved to purchase in the open market and to charge the difference to the Vendor in the event the deliveries are not made at the time specified in the bid or contract. Whenever a delivery is rejected the Vendor shall be notified and given reason for the rejection. All rejected deliveries shall be held at Vendor's risk and he shall bear the expense of removal. Town of Los Gatos is exempt from Federal Excise Tax and Finance Charges. Not valid without Purchase Order No. and signature of Purchasing Agent. All purchases are subject to the conditions printed below. Mail two copies of your invoice to ACCOUNTS PAYABLE, P.O. BOX 655, LOS GATOS, CA.

Gitta Ungvari
zed Signature

Purchase Order Total **$31,743.73**

Purchasing Copy

ATTACHMENT 1

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

PURCHASE AND SERVICE AGREEMENT

PREAMBLE

THIS AGREEMENT is dated for identification on 14th day of May 2025 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Engineered Products, A Pape Company ("Supplier") identified as an S Corporation and whose address is 555 Display Way, Sacramento, CA 95838. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 Town sought quotations for the purchase described in this Agreement, and Supplier was found to be the lowest responsible supplier for this purchase.

1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.

1.3 The Town desires to engage Supplier to provide purchase and installation of additional shelving units for PPW storage building.

1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town the items and materials described in Exhibit A, (Goods) which is attached hereto and incorporated by reference. The terms and conditions are as follows:

(1) Price. Town shall pay Supplier the amounts defined in Exhibit A $28,857.94 plus $2,885.79 (unforeseen) for a total amount **not to exceed $31,743.73**, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.

(2) Delivery. The delivery of the Goods shall be on a mutually agreed upon date. Delivery shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days.

2.2 Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.

2.3 Scope of Services. Supplier shall provide services as described in that certain Proposal sent to the Town on April 16, 2025, which is hereby incorporated by reference and attached as "Exhibit A." (Services)

2.4 Time of Performance. Notwithstanding Section 2.1(2), this agreement will remain in effect June 1, 2025, through December 31, 2025.

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

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

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

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

2.8 Compensation. Compensation for the Good and services in the amount of $28,857.94 plus $2,885.79 (unforeseen) for a total amount **not to exceed $31,743.73** , inclusive of all costs. Payment shall be based upon Town approval of each task. Subject to appropriation of funds, notwithstanding any other provision in this agreement.

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

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

Invoices:

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

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

2.10 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records directly applicable to the goods and services available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.

2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. Any subcontractors, including the installers, must be approved by Town staff. The Town understands that the vendor plans to subcontract to a non-union installer.

2.12 Independent Contractor. It is understood that the Supplier, 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 Supplier 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. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier 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 Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.

2.13 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier 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, Supplier 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. Supplier 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, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.14 Equal Employment Opportunity. Supplier warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Supplier 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,

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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. Supplier 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. Supplier 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. Supplier shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Supplier agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Supplier agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Supplier for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of Supplier, premises owned or used by the Supplier. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Supplier's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Supplier'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 Supplier'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.

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

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 Administrator.

3.3 Workers' Compensation. In addition to these policies, Supplier 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, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

3.4 Indemnification. The Supplier shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers each, an Indemnitee from all damages, liabilities, penalties, costs, or expenses for (a) any damage to property; (b) death or injury to any person; and (c) a breach by Supplier of a relevant law in the course of, or caused by, the performance of its obligations under this Agreement, in each case as and to the extent the damage, death or injury, or breach is caused or contributed to by Supplier, but Supplier's liability to indemnify any Indemnitee will be reduced proportionately to the extent that the damage, death or injury, or breach is caused or contributed to by any Indemnitee.

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 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.

4.4 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.

4.5 Termination of Agreement. The Town and the Supplier shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

termination. In the event of termination, the Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that fifteen (15) day period.

4.6 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, and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over $1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

A. The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

B. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.

C. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.

D. 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.

E. 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

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

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.

F. 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.

G. 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)].

H. 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.

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

4.8 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.

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

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

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

Engineered Products, A Pape Company
555 Display Way
Sacramento, CA 95838

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

4.10 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.

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

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

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

Town of Los Gatos by:

Signed by:
Chris Constantin 6/2/2025
3EF03F232F1B428...
Chris Constantin, Town Manager

Engineered Products, A Pape Company by:

DocuSigned by:
David Oliphant 5/20/2025
2A703BF749724B4...
David Oliphant, Vice President

DS
DO

Recommended by:

Signed by:
Nicolle Burnham 5/27/2025
0E97831349644C3...
Nicolle Burnham,
Director of Parks and Public Works

Approved as to Form:

Signed by:
Gabrielle Whelan 5/28/2025
EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

Signed by:
Wendy Wood 6/2/2025
26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

ENGINEERED PRODUCTS
A PAPÉ COMPANY

555 Display Way
Sacramento, CA 95838
Tel: (916) 922-7225

Federal ID: # 22-3949676
Employment Security: # 357076-006

California Certificate of Registration: #SCOH100883105
California Contractors License: # 910313

Proposal: **JB-Town Of Los Gatos-05**
San Jose Water Company
41 Miles Avenue
Los Gatos, CA. 95030
Kinjal Buch | kbuch@losgatossca.gov | 408-399-5756

April 16, 2025

Page: 1 of 1

We propose to furnish the equipment and or services described below;

Dear Kinjal,
Thank you for the opportunity to quote you on your Rack and Shelving needs. Pricing, description, and availability are as follows:

Qty	Item #	Description	Finish	Est. Lead Time	Unit Price	Extended Price
8	Pallet Rack	Uprights 120" x 42" x 14 GA. With 10" x 10" Baseplates	Green	10-11 Weeks	$298.75	$2,390.00
24	Pallet Rack	Load Beams 108" x 3-3/4" x 16 GA.	Orange	10-11 Weeks	$73.15	$1,755.60
24	Pallet Rack	Wire Decks – 42"D x 52"W x 6 GA.		1 Week	$26.60	$638.40
32	Pallet Rack	CA. Approved Anchors – ½" x 5-1/2"		1 Week	$2.75	$88.00

Qty	Item #	Description	Finish	Est. Lead Time	Unit Price	Extended Price
2	Shelving	B - Closed shelving units 48" W x 30" D x 87" H - Front base- - 6 shelves (including top & bottom)- - Full height solid doors w/ lock L3 - Anchor plates	Gloss Black	8 Weeks	$1,104.00	$2,208.00

Qty	Item #	Description	Finish	Est. Lead Time	Unit Price	Extended Price
1	Shelving	C- Closed shelving units 48" W x 30" D x 87" H - Front base - 4 shelves (including top & bottom) - 48" H bank of 9 drawers w/ PVC liner & handle protectors: - 5- 4" H (32 comp)2- 6" H (15 comp) - 2- 8" H (8 comp) - Full height solid doors w/ lock L3 - Anchor plates & anchoring hardware	Gloss Black	8 Weeks	$3,889.00	$3,889.00

Qty	Item #	Description	Finish	Est. Lead Time	Unit Price	Extended Price
			Gloss Black	8 Weeks	$4,119.00	$4,119.00
1	Workbench	D- Bench 96" W x 30" D x 83 ¾" 1 laminated hardwood top 96" W x 30" D w/ waterfall edge 2 cabinets 24" W x 30" D x 34" H each with Central lock L3 3 drawers w/ integrated lock-in, PVC liners & handle protectors: 1- 6" H 2- 12" H- 2 single EW structures 30" W x 48" H- 2 power feed panels 30" W each w/ 5 outlets, 1 USB-A & 1 USB-C- 2 utility panels 30" W x 40" H				

Docusign Envelope ID: 4805BC8B-582D-4A3F-A6B8-12941CE523AB

ENGINEERED PRODUCTS

Wednesday, April 16, 2025

Qty	Item #		Finish	Est. Lead Time	Unit Price	Extended Price
1	Shelving	E- **closed shelving unit 48" W x 30" D x 87" H** - Front base - 4 shelves (including top & bottom) - 48" H bank of 9 drawers w/ PVC liners & handle protectors:- 3-3" H (32 comp) 1- 4" H (32 comp) 2- 6" H (15 comp) 2- 10" H (8 comp) - Anchor plates & anchoring hardware	Gloss Black	8 Weeks	$3,428.00	$3,428.00

Materials Cost:	$18,516.00	
Taxation (9.25%)	$1,704.59	
Installation:	$4,572.00	Assuming forklift on site
Freight Pallet Rack	$605.00	
Freight Wire Decks	$367.00	
Freight Shelving	$3,093.35	
Total:	**$28,857.94**	

Due to current steel market conditions all quotes need to be validated prior to placing an order

Steel Surcharges: Pricing for products produced from steel are extremely volatile. Our pricing is based on supplier pricing provided at time of quotation. Increases in our cost related to steel escalation will be additive.

Fuel Surcharges; Freight pricing is volatile and is subject to surcharges for fuel. All fuel surcharges accessed to Next Level, by its freight carriers, will be additive to our final price

Please let us know how we can help you further or if we can show you many other items we sell and manufacture.

Best Regards,

James Bostick | jbostick@eppape.com | 408-394-9633 - Cell

This sale is subject to Engineered Products' Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.eppape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

PURCHASE ORDER NO. 2025

TOWN OF LOS GATOS
110 E Main Street
Los Gatos, CA 95030

PAGE NO. 1

Town of Los Gatos is exempt from Federal Excise Tax and Finance Charges.

Not valid without Purchase Order No. and signature of Purchasing Agent. All purchases are subject to the conditions printed below. Mail two copies of your invoice to ACCOUNTS PAYABLE. P.O. BOX 655, LOS GATOS, CA 95031. All purchases prepaid freight.

VENDOR
7094
HYSTER YALE MATERIALS HANDLING INC
DBA HYSTER COMPANY YALE MATERIALS
1400 SULLIVAN DRIVE
GREENVILLE NC 27858

SHIP TO
PARKS & PUBLIC WORKS
TOWN OF LOS GATOS
41 MILES AVENUE
LOS GATOS, CA 95030

ATTN: NICK TURNER

ORDER DATE: 04/01/25	BUYER: DAN KELLER	REQ. NO.: 00007812	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: LIFT TRUCK	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LS	(1) HYSTER E40HSD3 LIFT TRUCK PER QUOTE DATED 3/5/25.	51821.6500	51,821.65

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	411-821-2302	82405	51,821.65	

PAGE TOTAL $	51,821.65
TOTAL $	51,821.65

1. The Town of Los Gatos will not be responsible for articles or services furnished to officials or employees without a Purchase Order signed by the authorized purchasing agent.
2. The right is reserved to purchase in the open market and to charge the difference to the Vendor in the event the deliveries are not made at the time specified in the bid or contract.
3. Whenever a delivery is rejected the Vendor shall be notified and given reason for the rejection. All rejected deliveries shall be held at Vendor's risk e of removal.

APPROVED BY Gitta Ungvari

DIRECTOR OF PURCHASING

ITEM NO. 11.

REQUISITION 00007812

REQUESTED	REQUIRED	GROUP	5400	BUYER
03/05/25		STREETS SUPPLIES		DAN KELLER

SHIP TO PPW
PARKS & PUBLIC WORKS
TOWN OF LOS GATOS
41 MILES AVENUE
LOS GATOS, CA 95030
ATTN: NICK TURNER

VENDOR 7094
HYSTER YALE MATERIALS HAN
DBA HYSTER COMPANY YALE MATERIALS
1400 SULLIVAN DRIVE
GREENVILLE NC 27858

LIFT TRUCK

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01			1.00	LS	51,821.6500	51,821.65
O	(1) HYSTER E40HSD3 LIFT TRUCK PER QUOTE DATED 3/5/25.					0.00
						0.00
					TOTAL PRICE	51,821.65

PROGRAM	ACCOUNT	TASK	ACCOUNT	CHARGE AMOUNT
411-821-2302	82405			51,821.65

REQUISITION TOTAL 51,821.65

PAGE TOTAL 51,821.65

1400 Sullivan Drive
Greenville, NC 27834

MODEL: E40HSD3

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Township of Los Gatos
SHIP-TO ADDRESS	Los Gatos, CA

PROPOSED BY	Josh Sheppard	TITLE	Major Account Manager
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com

DATE	2025-03-05	Quote Expiration	2025-04-13

1400 Sullivan Drive
Greenville, NC 27834

Quoted Model: E40HSD3 Available Features

Hyster i3 Technology™ integrates commonality among Hyster warehouse products and simplifies the way in which operators and technicians alike handle and service the truck. The Integrated Intelligent Interface ties together functionality, software, diagnostic codes, similar interfaces and is Hyster Tracker compatible. This technology allows operator input to optimize performance to suit operator skill level. It also provides setup and diagnostic menus for service technicians. From dock to stock and anywhere in between, the Hyster® E40HSD3 truck is your versatile materials handling forklift, offering superior ergonomics and increased productivity. This three wheel stand-up lift truck is primarily intended for use on the dock for loading and unloading trailers, including some stocking and transport use. It is ideal for retail distribution, food manufacturing and processing, general warehousing and manufacturing, storage, plastic products and freight transportation. The CANbus (Controller Area Network) electrical system reduces downtime and simplifies on-board diagnostics via standard premium dash display. On-demand hydrostatic power steer system affords precise control with minimal steering effort, while the dual steer wheel assemblies provide 180 degrees of total steer angle for superb maneuverability.

Proposal Summary

Included Items	Description	List Price	Discount %	Discount Price
Model	Hyster® E40HSD3 lift truck - 4,000 lb capacity, Class I	$56,000.00	48.0	$29,120.00
Construction	Key Switch Start		20.0	$0.00
	Standard Construction - Operating Temperatures +32° F to +120° F		20.0	$0.00
	36 Volt		20.0	$0.00
Powertrain Options	UL Classification Type "E"		20.0	$0.00
Battery Compartment	Battery Compartment - 18.3" Long x 38.6" Wide x 31.1" High (465mm x 980mm x 790mm)		20.0	$0.00
Mast	2 Stage Full Free Lift Vista Mast - 130" (3318mm) Maximum Lift Height - 84" (2130mm) Overall Lowered Height - 61" (1555mm) Free Lift Height without load backrest - 180" (4568mm) Overall Extended Height with load backrest		20.0	$944.00
	Mast Tilt - 5° Forward / 5° Back		20.0	$0.00
Carriages & Attachments	38.5" (977mm) Wide - Class II - Hook Type Integral Sideshift Carriage		20.0	$784.00
	Without Load Backrest		20.0	$0.00
Forks	42" Long x 1.5" Thick x 4.0" Wide (1067mm x 38mm x 102mm) - Class II Hook Type - Standard Taper Forks		20.0	$0.00
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve		20.0	$0.00
	AC Transistor Controlled Hydraulics		20.0	$0.00
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted		20.0	$736.00
Wheels & Tires	Drive Tires - 18 x 7 x 12.1 - Rubber - Smooth Cream Colored, High-Density, Non-Marking (67 Durometer)		20.0	-$72.00
	Steer Tires - 10 x 5 x 6.5 - Polyurethane - Smooth - 92 durometer		20.0	$0.00
Operator Compartment	88" Drive In Rack Overhead Guard (Flat Plate)		20.0	$0.00
	Energy System: Battery Discharge Indicator set for use with Flooded Cell Battery		20.0	$0.00
	Multifunctional Display		20.0	$0.00
	Intelligent Ride Floor System		20.0	$0.00

1400 Sullivan Drive
Greenville, NC 27834

	Push-Pull Multi Control Handle (Non-Gated)	20.0	$0.00
Lights & Alarms	Halogen Work Lights, 2 Front (Mast Mounted) and 1 Rear	20.0	$664.00
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)	20.0	$288.00
	LED Amber Strobe Continuous Operation with Key-On	20.0	$416.00
	12 Volt DC/DC Converter - 25 Amps / 300 Watts	20.0	$264.00
Warranty	12 Months / No Hour Limit Full Truck Warranty, 36 Months / 6,000 Hours Powertrain Warranty, Lifetime Frame Warranty; please see full Warranty Statement for additional details.		$0.00
Literature & Nameplate	English Literature Pack and Labels		$0.00
Fees & Surcharges	Fees & Surcharges		$1,540.00

Additional Items or Accessories Included

Description	Price
Prep and Battery Install	$450.00
Delivery	$300.00
BATTERY: 18-125-15 (875 AH)	$7,900.00
CHARGER: 208/240/480 VAC, 3 Phase	$3,700.00
Watering Kit	$400.00

1400 Sullivan Drive
Greenville, NC 27834

Total Investment

Price Delivered Each	$47,434.00		
Quoted Quantity	1	**TOTAL Including Shipping:** **Tax (9.250)** **TOTAL with Tax (9.250)**	**$47,434.00** **$4,387.65** **$51,821.65**

Proposal By:	Josh Sheppard	**Accepted By:**	_____
Signature:	_____	**Signature:**	_____
Date Signed:	_____	**Date Accepted:**	_____
		PO Number:	_____

1400 Sullivan Drive
Greenville, NC 27834

HYSTER-YALE MATERIALS HANDLING

Terms and Conditions

In consideration of the sum of $2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.

2. Orders.

a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.

b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.

d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier applies a surcharge greater than 3% to an order after order acknowledgment as set forth in Section 3(a) (i.e., the list price increased by more than 6%), below, in which case Customer may cancel the order within 5 business days of having been notified of the surcharge. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of $250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.

3. Prices. Prices quoted by supplier are subject to change without notice.

a. For orders with a customer acknowledgement date six months or more after the original order date, if Supplier increases its list price after issuing an order acknowledgment, Supplier reserves the right to apply (not later than eight weeks prior to the customer acknowledgement date) a surcharge to the price payable by Customer equal to the amount by which the list price increases cumulatively exceed three percent (3%).

b. Section 3(a), above, does not apply to Products with the letters "XD," "DF," or "EF," in the model designation that are delivered to Customer in the United States, Canada, Mexico, South, Central or Latin America.

c. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.

4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all applicable sales tax, including without limitation, applicable G.S.T/H.S.T. and provincial sales taxes, installation and freight charges. If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.

5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.

6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer

1400 Sullivan Drive
Greenville, NC 27834

of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.
7. Warranty. Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.
8. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.
9. Product Returns. Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.
10. Data Sharing. Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.
11. Applicable Law. For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.
12. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.
13. Anti-Bribery and International Trade. (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business ((collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Officer of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.
14. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.
15. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering..
16. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.
17. Supplier's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.
18. Notices. Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.
19. Originals. The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a

1400 Sullivan Drive
Greenville, NC 27834

copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.
20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.
22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits, is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties

1400 Sullivan Drive
Greenville, NC 27834

Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Josh Sheppard
Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Major Account Manager, Govt Sales:	Josh Sheppard
Phone number:	(252) 420-8192
Email Address	josh.sheppard@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
DLA Contract	SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
GSA Contract	47QMCA20D001G exp. 3/30/2025
Sourcewell Contract	053024-HYS exp. 7/23/2028
Payment Terms:	NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Sourcewell

Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyster-Yale Materials Handling, Inc., 1400 Sullivan Drive, Greenville, NC 27834 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Forklifts, Lift Trucks with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **July 23, 2028,** unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment and Products under this Contract will be priced based on the discount percentages stated in Supplier's Proposal. The discount percentages shown in Supplier's Proposal shall remain fixed until October 25, 2027.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected within a reasonable time after delivery. If the damage is not readily apparent at the time of delivery and Supplier or its dealer is unable to repair or replace the damaged Equipment or Products, Supplier must permit the Equipment and Products to be returned within a reasonable time after delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within 10 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and, at Supplier's sole option and cost, the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Supplier reserves the right, in its sole discretion, to reject any purchase order submitted under this Contract.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier in writing that it intends to do so pursuant to this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue a purchase order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All purchase orders are subject to acceptance by Supplier. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In the event there is conflict between the terms of any Participating Entity purchase order and this Contract, the terms of this Contract shall prevail. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity or the Supplier than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Supplier nor Supplier's authorized dealers may propose terms that materially deviate from the terms of the Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Unless a result of the two listed event exceptions, no orders may be terminated, in whole or in part, within 90 days prior to scheduled order shipment. Such termination of an order will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee of 0.75% to Sourcewell on all Equipment and Products, provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee does not apply to any extended protection plans, replacement parts, accessories, batteries, chargers, tires, service, delivery or shipping charges, or taxes.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Such payment will only be submitted after all units have been fully installed by Supplier and accepted by Participating Entities. No payment will be earned if Participating Entity's account is delinquent. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier dealers for performance without Sourcewell's and/or a Participating Entity's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees ("Indemnitees"), harmless from any third-party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising from injury or death to any person or damage, loss or destruction to any property to the extent it results from a design or manufacturing defect in the Equipment or Products attributable to the Supplier. Supplier shall not be obligated to indemnify the Indemnitees for (1) any damages caused by the alteration or modification of Equipment or Product not made or authorized in writing by Supplier, or (2) the negligence or intentional acts or omissions of Indemnitees. Indemnitees agree to notify Supplier within ten business days of receipt of notice of any such proceeding or claim and to provide information and assistance to Supplier in the defense of any claim or proceeding. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademark(s) provided by Supplier in certain advertising and promotional materials directed to Participating Entities for the purpose of marketing Supplier's relationship with Sourcewell, for use in the U.S. only and as long as there is a commercial relationship between Supplier and Sourcewell. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

      a. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
      b. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;

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c. Tradeshow or other conference banners prepared and approved by Sourcewell; and
d. Award-announcement emails; and
e. Printed brochures and promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. A party shall review, and in its discretion approve, each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Permitted Sublicensees must comply with removal requests as to specific uses of its trademarks or logos. Upon written notice to the breaching party the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for recoverable damages as set forth herein. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR OTHERWISE, NO PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier and/or it's participating dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that Supplier and/or its's participating dealers conducts with Sourcewell and Participating Entities.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

J. BUY AMERICAN PROVISIONS CERTIFICATION. To the extent applicable, and if a Participating Entity gives Supplier notice of such a requirement when placing an order, Supplier will advise Participating Entity whether the equipment it seeks to purchase would comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation and will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

Sourcewell	Hyster-Yale Materials Handling, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Chuck Pascarelli 686F7BA906B2477...
By: _____	By: _____
Jeremy Schwartz	Chuck Pascarelli
Title: Chief Procurement Officer	Title: President Americas
Date: 9/11/2024 | 9:23 AM CDT	Date: 9/11/2024 | 6:03 AM PDT

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

Docusign Envelope ID: 16D51D0A-7A99-41F3-B1EE-63473EF7051E

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name:	Hyster-Yale Group, Inc.
Address:	1400 Sullivan Drive Greenville, NC 27834
Contact:	Carl Traub
Email:	carl.traub@hyster-yale.com
Phone:	252-347-5724
Fax:	248-287-4500
HST#:	

Submission Details

Created On:	Thursday April 11, 2024 07:48:39
Submitted On:	Thursday May 30, 2024 14:01:32
Submitted By:	Elizabeth Brooks
Email:	elizabeth.brooks@hyster-yale.com
Transaction #:	35698aa5-1912-4ac5-a66e-af9b1d6a183b
Submitter's IP Address:	69.26.48.45

ITEM NO. 11.

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hyster-Yale, Inc., designs, engineers, manufactures, sells, and services a comprehensive line of lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Nuvera Fuel Cells, LLC, is an alternative power, technology company focused on the design, manufacture and sale of hydrogen fuel cell stacks and engines. Nuvera supplies fuel cell engines to Hyster Yale Group for integrated lift truck engines. It also supplies fuel cell stacks and engines to external customers, integrators, and partners who use them to develop clean energy power solutions.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	We go to market with our two lift trucks brands Hyster Trucks and Yale Lift Truck Technologies.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 30076 UID: D8QCWPDLPN98	*
5	Proposer Physical Address:	Americas Headquarters, 1400 Sullivan Drive, Greenville, NC 27834	*
6	Proposer website address (or addresses):	www.hyster-yale.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Pascarelli, President Americas, 1400 Sullivan Drive, Greenville, NC 27834, chuck.pascarelli@hyster-yale.com, 252-931-5475	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Sheppard, Sales Account Representative, 1400 Sullivan Drive, Greenville, NC 27834, josh.sheppard@hyster-yale.com, 252-420-8192	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carl Traub, Manager, Government Sales, 1400 Sullivan Drive, Greenville, NC 27834 carl.traub@hyster-yale.com, 252-347-5724	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Company's history has been marked by innovation in the Hyster ® and Yale ® brands that have helped power the industry forward. Yale was responsible for introducing the industry’s first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company’s MONOTROL ® pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today. Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks. Yale brand history officially begins when Yale & Towne purchases the C.W. Hunt Co. of Staten Island, NY, which had developed the industry's first battery-powered low-lift platform truck in 1919. This same year, Yale & Towne launches a new battery-powered low-lift platform truck and a range of high-lift platform trucks, tow tractors and one of the first lifting trucks with tilting forks. The Willamette-Ersted Company was founded in Portland, OR, as a manufacturer of winches and lifting machines for the timber industry. Legend has it that loggers using the equipment would cry out “hoister" as they prepared to lift a load. The	

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expression, spelled out as Hyster, sticks, marking the beginning of the stori
lift truck history. In 1944, The Willamette Hyster Company formally adopts th
Hyster Company and continues to build on its reputation for durable and oft
massive lifting machines. During World War II the company‘s products are distributed overseas. The international presence helps establish a global network of manufacturing plants and dealer organizations.

In 1985 North American Coal Company purchased Yale and in 1989 it purchased Hyster Company to form a new company NACCO Material Handling Group (NMHG) to integrate and manage the two companies as one.

In 2004, all NMHG facilities are awarded ISO 9001:2000 quality accreditation. Following this, both the Hyster® and Yale® brands begin to roll out a complete new generation of ICE (internal combustion engine) trucks, with a modular design platform and innovative features, providing unprecedented reliability and value to users.

As warehousing and distribution hubs grow worldwide, the Hyster® and Yale® brands introduce the sophisticated VNA (very narrow aisle) truck, featuring a unique quad mast design. Both the Hyster® and Yale® brands later introduce a new generation of Electric Counterbalance trucks, which continues the Company's strategy of modular design and innovation, while offering customers both outstanding performance and significant savings in operational costs.

In 2012, Hyster-Yale Materials Handling, Inc. formed as an independent public company following spin-off by NACCO Industries. Inc.and in January 2016, NMHG changes its name to Hyster-Yale Group to reinforce its position as the operating company under Hyster-Yale Materials Handling. Inc.

In December 2014, NMHG, Hyster-Yale's operating company, acquires Nuvera Fuel Cells. LLC, an alternative-power technology company focused on fuel cell stacks and engines, on-site hydrogen production and dispensing systems.

Hyster-Yale Group in 2016 completes the acquisition of Bolzoni S.P.A., a leading worldwide provider of attachments, forks and lift tables under the Bolzoni Auramo® and Meyer® brand names.

Hyster-Yale's vision is to transform the way the world moves materials from Port to Home. This transformation includes engaging the imagination and creativity of the Company’s employees to lessen the impact of material movement on people, the environment and the economy. The vision is supported by a customer-centric mission based on delivering two promises: (1) thoroughly understanding customer applications and offering optimal solutions that will improve productivity at the lowest cost of ownership, and (2) providing exceptional customer care by never letting the customer down and by creating increased value from initial engagement through the product lifecycle and on to the next ownership experience.

Hyster-Yale participates in attractive global markets that support solid long-term growth potential. Success in these markets revolves around delivering the customercentric solutions which are at the core of Hyster-Yale’s mission. To meet specific customers’ materials handling needs, the Company, through its subsidiaries, offers a full line of high-quality, application-tailored lift trucks and solutions, including attachments and hydrogen fuel cell powered products, as well as telematics, automation and other technology-driven services. The Company is focused on ensuring it has the right products and the necessary infrastructure to fully serve its customers. In addition, it operates using a differentiated business model that is built around deploying limited capital efficiently to generate high returns. As a result, Hyster-Yale makes investments in its areas of expertise, while minimizing capital deployed by partnering with exclusive, independent dealers and “center of gravity” suppliers, as well as through joint ventures with financial partners.

The Company believes this approach can generate a 7% operating profit margin, which should in turn support a targeted Return on Total Capital Employed (ROTCE) of greater than 20%. In 2023, the Company met its capital return objective, reporting a ROTCE of 20.2%. 2023’s consolidated operating profit margin improved to 5.1%. Further progress, however, will be needed to achieve and sustain the targeted level across the business cycle. Hyster-Yale is confident that its structure will allow it to deliver on its two promises since each business has built strong competitive advantages that will allow it to fully participate in the relevant markets. Once each business engages customers, the customer’s needs can be translated into a value proposition that can deliver the individual customer’s desired results and experience.

In general, the Company’s core lift truck market grows at a rate just above GDP levels. After a period of significant expansion in 2021 and 2022, this market pulled back in 2023. Other global trends provide opportunities for the Company’s three businesses to expand even more rapidly. These trends, largely concentrated around productivity, employee safety, labor shortages, electrification, information as a service and low-cost competition, provide Hyster-Yale with opportunities to adapt and grow.

Hyster-Yale has five core strategic initiatives focused on addressing these trends. These strategies are designed to interact and create unique and sustainable competitive advantage over time. Hyster-Yale’s five strategies are to: (1) Provide the lowest cost of ownership while enhancing productivity for customers, (2) Be the leader in the delivery of industry- and customer-focused solutions, (3) Be the leader in independent distribution, (4) Be the leader in the attachments business, and (5) Be a leader in fuel cells and their applications. Collectively, execution of these strategies is projected to increase market share and generate profitable growth, resulting in higher volume and operating margins at the Lift Truck and Bolzoni

		businesses and increased bookings and shipments at Nuvera. Each busi key projects to execute these strategies and, as a result, achieve our grow objectives. Many of these projects are interrelated and all focus on revenue and profit growth, increased cash generation and accretive capital deployment. Succeeding in one should foster success in others, with each building on the others to provide sustainable competitive advantage over time.	
11	What are your company's expectations in the event of an award?	If awarded, Hyster-Yale will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. Hyster-Yale will collaborate with Sourcewell to foster a strong partnership and consultative relationship with Sourcewell to provide its members the best option for all their material handling equipment and service needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hyster-Yale had an excellent 2023, building on positive momentum that began in late 2022. We expected a strong recovery, and we believe we delivered. The company's robust performance was built on its core capabilities. Hyster-Yale met its capital return objective, reporting a ROTCE of 20.2%. 2023's consolidated operating profit margin improved to 5.1%. Other notable achievements in the Lift Truck segment of the business include shipping the remaining low-margin 2021 and 2022 backlog units early in the year and the combination of shipping higher margin backlog units throughout most of 2023 combined with a steadily improving price-to-cost ratio which led to significantly improved product margins. This generated significantly higher cash from operations compared with 2022. We include our 2023 Annual Report with selected financials for your review in the supplemental documents selection.	*
13	What is your US market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names, mainly to independent Hyster® and Yale® retail dealerships. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. We are a market leader in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names. Our trusted Canadian independent dealer partners are Wajax Corporation and Alta Material Handling. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. As in the US, we are a market leader in Canada. We service the area as the North American Sales and Service Region.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hyster-Yale is a manufacturer of material handling equipment. We sell our products through two channels: first, by working directly with major accounts - large customers with centralized purchasing and geographically dispersed operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. Hyster-Yale works diligently to develop business with major accounts and will continue to increase direct engagement with these customers. In 2023, Hyster-Yale's major account business grew to 19% of lift truck unit sales, up from 17% in 2022. The Lift Truck business is investing in additional resources to expand these programs across all regions and a broader population of potential key accounts. A core strategy of Hyster-Yale is to be the leader in independent distribution. Hyster-Yale continues to work closely with its independent dealer partners to expand the scale, capabilities, and dual Hyster® and Yale® brand representation of the independent dealer network. Hyster-Yale is also working with its dealer partners, through systematic collaboration, to maximize participation in all market segments. The authorized independent dealer partners in our network support these major customers by providing aftermarket parts and service on a local basis. In addition to selling new lift trucks, this global accounts program markets services, full maintenance leases, and fleet management.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Americas and EMEA manufacturing operations subscribe to ISO 14001 and ISO 18001 Safety and Environmental Management Systems. The primary goal of these Management systems is around continuous improvement, identifying risk, and managing to reduce or eliminate said risk. Hyster-Yale facilities are also QMS ISO 9001 certified. Hyster-Yale strives for continuous improvement and gathers data from a variety of sources including Customer feedback, Warranty data, Engineering, Sales & Marketing feedback and feedback from our independent dealer partners. Data is used to establish metrics and detect emerging opportunities or risks to Hyster and Yale products and services as well as to gauge overall performance. Cybersecurity and Compliance aligns with the NIST CSF 1.1 framework. In addition, the following certifications are actively held by several Cybersecurity and Compliance employees: CISM, CDPSE, CRISC, CSXF, CGEIT.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	We have not been suspended or debarred in the past 10 years.	

ITEM NO. 11.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	MHPN Reader's Choice Product of the Year 2023, 2022, 2021, 2020, 2019, 2018, 2017 Each year, the readers of Material Handling Product News vote on industry-leading products from 14 different categories. Most recently, the readers voted the Yale ERP-VTL/VFL integrated lithium-ion forklift series as the top product in the lift trucks and accessories category. Fast Company Innovation by Design Awards 2023 Each year, the Fast Company Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, Yale received an honorable mention for Yale Reliant™ operator assistance technology, which automatically intervenes to help operators avoid potential hazards and reduce the risk of forklift safety incidents in the warehouse. Each year, Fast Company's Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, the judges selected the hydrogen fuel cell-powered top pick container handler from Hyster as a finalist in the sustainability category, honoring the first-of-its-kind equipment and its pilot program at the Port of Los Angeles. Industrial Designers Society of America's International Design Excellence Awards 2023 The International Design Excellence Awards (IDEA) recognize exceptional achievement in design, measured by design innovation, aesthetics and benefits to the user, brand and society. In 2023, Yale was named a finalist in the commercial and industrial products category for the ERC050-060VGL, a lift truck completely designed around a fully integrated, space-saving lithium-ion battery pack for maximum comfort, convenience and performance. Edison Award 2023,2020 Established in 1987, the Edison Awards™ is among the most prestigious accolades honoring excellence in new product and service development, marketing, design and innovation. In the 2023 awards program, Yale took home the silver for Yale Reliant™, an advanced operator assistance technology that helps reinforce safe operating practices by automatically adjusting lift truck performance in real time. The Edison Awards honor some of the most innovative products and business leaders in the world. In 2023, a silver award in the "Improved Location Sensing" category was awarded to Hyster Reaction™, a first-of-its-kind operator assist system that supports forklift operating best practices to help limit risk of incidents like crashes or tip overs. WORLD HYDROGEN AWARDS 2023 The World Hydrogen Awards celebrate companies and individuals who are driving the hydrogen industry forward through innovation, partnerships and commercial advances. In 2023, Hyster was selected as one of four finalists in the industrial application category for designing and manufacturing the world's first top-pick container handler powered by hydrogen fuel cells (HFC). Inbound Logistics Top 75 Green Supply Chain Projects (G75) 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012 Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond to prioritize green initiatives and help global supply chains become more sustainable. In 2023, Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler. GOOD DESIGN AWARD The Chicago Athenaeum has spent more than 70 years recognizing and honoring manufacturing products and industry leaders who push the envelope with competitive and innovative products by presenting the GOOD DESIGN Award. In 2023, Hyster received the award for the Hyster® H40-70A forklifts, which offer robust standard features that help to improve operator comfort throughout shifts, keep total cost of ownership low and bolster operator confidence and productivity.	*
20	What percentage of your sales are to the governmental sector in the past three years	Hyster-Yale has a long history of working with all sectors of the United States Government. Over the last three years (2021, 2022, 2023), 0.9% of retail shipments have been to the government.	*

21	What percentage of your sales are to the education sector in the past three years	0.15% of retail shipments have been to educational institutions over the last 3 years (2021, 2022, 2023).	
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hyster-Yale currently has over 14 cooperative agreement(s) in place. These multi-member buying groups and partnerships are working with great success. Many of which have been in existence for a significant number of years and continue to grow. Part of the success of the partnership is the privacy protection we honor by not disclosing names or details of these agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were awarded contract 47QMCA20D001G from March 2020 through March 2025. Before 2020, we had worked GSA for the Hyster brand through a dealer rather than factory direct. Yale was factory direct.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Anonymous	Government	North Carolina - NC	Speciality Electric Counterbalanced (Various US Locations)	80	Over $7.5M	*
Anonymous	Government	North Carolina - NC	Electric Counterbalanced, Diesel Counterbalanced, Container Handlers (OCONUS)	158	Over $11M	*
Anonymous	Government	North Carolina - NC	Specialty Diesel Counterbalanced (Various US Locations)	104	Over $7.5M	*
Anonymous	Government	North Carolina - NC	Speciality Electric Counterbalanced (Various US Locations)	101	Over $9M	*
Anonymous	Government	North Carolina - NC	Walkie Pallet Trucks, Orderpickers, Reach Trucks, Electric Counterbalanced, LPG Counterbalanced (Global)	96	Over $1.7M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The Hyster-Yale sales to Sourcewell members is managed at the corporate level by the assigned Major Account team. This team consisting of Josh Sheppard, Sales Account Rep, Carl Traub, Major Account Manager, and Ken Kinsella, Major Account Director, will all work with the nationwide sales force within our dealer network on behalf of Sourcewell Members. This network consists of approximately 1800 sales and aftermarket sales representatives.	*

27	Dealer network or other distribution methods.	Hyster-Yale sells products through two channels: first, by working directly with accounts - large customers with centralized purchasing and geographically di operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. We pride ourselves on being the leader in independent distribution. Relevant to the addition of container handlers in the Sourcewell Member offering, Hyster-Yale has expanded global sourcing options for our Big Truck Line, including container handlers providing customers with time-efficient delivery of Big Trucks that meet a broader variety of customer applications. The Hyster-Yale Independent dealer network consists of 26 ownership groups with over 301 branch facilities across the United States and Canada. Each ownership group is assigned a geographic territory as their area of business. These branches include approximately 1,800 sales and aftermarket sales representatives and they cover all the sales/aftermarket opportunities in their defined territory. Dealers are required to submit a comprehensive dealer business plan focusing on the following key areas: -Customer Service, both parts and service, evaluated and measured with a monthly customer surveys – Net Promoter Score -Registered and trained technicians evaluated by numbers/coverage areas and certifications -Rental fleet right sized to meet the local market demands for correct models and specs, aged properly and reviewed annually -Service responsiveness is evaluated annually -Planned Maintenance completions for customers in measured annually -Parts inventory available and support products for the customer population is also reviewed annually -Proper new inventory levels on hand/on order to meet local customers needs -Facilities and tools evaluated as an integral part of dealer agreement and business plan for both quality and location -Safety Policies and Procedures reviewed annually- ISN -Proper Insurance coverages are also a requirement as a part of the dealer agreement -Review of all key management talent and planning for succession is discussed annually -Financial results are an annual part of the review / absorption and working capital -Also quarterly reviews are an integral part of the review process with Key factory staff	*
28	Service force.	The HYG dealer network in the United States has just over 4,200 certified technicians available to service forklifts. These would be both resident dealer technicians as well as field service technicians. They utilize the over 4,200 service vans and transport vehicles as they conduct their regular service work. Additionally, Hyster-Yale has a highly trained cross-functional internal team of Field Service Engineers, Consultative Insights Managers, Product Integration Engineers, and other Service Satisfaction experts ready to deliver white glove treatment.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members will request a quote through the local dealer. They can also come direct to the Hyster-Yale sales team. The dealer will visit the site for an application survey, if needed. The dealer will then provide all the detail to the Hyster-Yale sales team to create a proposal with Sourcewell pricing for presentation to the Sourcewell member. Any resulting order would be issued directly to Hyster-Yale by the Sourcewell member. The dealer will deliver ordered products and complete familiarization training. If there are any additional parts, maintenance or OSHA certified training needed, the dealer will also coordinate this on a local level. For Canadian members, note that Hyster-Yale will be the Importer of Record with PO's reflecting Hyster-Yale Canada ULC rather than Hyster-Yale, Inc. Just as in the United States, our Canadian dealers will handle prep and local delivery.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As an ISO 9001/14001 certified organization Hyster-Yale Group, Inc. has a comprehensive customer satisfaction measurement program in which we utilize a third party to assess both dealer and end-user satisfaction. The main objective is to improve customer retention by identifying areas with the highest direct impact on overall satisfaction and administer changes where in the eyes of the customer, changes are needed. Customers receive (via email or US Mail) a new product satisfaction survey 30-45 days after a unit is delivered. The survey includes questions related to delivery and condition of the unit, overall equipment and dealer satisfaction, and Net Promoter Score. Results are reviewed internally and with dealers on a regular basis and follow-up is completed where necessary. Results are used to improve processes and are incorporated into product strategy decisions. Finally, in 2024 Hyster-Yale will be managing an enhanced customer care program by leveraging the combined strength of itself and its dealers. Through a highly connected systems and process approach, the two should be able to jointly better deliver on its promised customer experience.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hyster-Yale will make the full line of Hyster and Yale forklift products available to Sourcewell participating activities. This will include all the commercial price list available models in the complete Class I through Class V offerings and Container Handlers.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As with the US, Hyster-Yale has an independent dealer partner network acro Canada that is set to sell and service the Hyster and Yale forklift product lin	
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We offer service covering the United States and Canada with over 1200 service locations covering North America.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hyster-Yale is not aware of any restrictions to service the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. Products ordered for Alaska and Hawaii would be shipped to a west coast port. Pricing quotations for these locations would include the additional freight charges needed to get the forklifts to the final customer location.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Promotion and marketing strategy is multi-layered, with elements of brand marketing as well as strategic marketing focused at industry, buying group, or account levels. Additionally, we leverage the marketing arms of our nation-wide dealer network for an “as-one” approach that allows us to multiply the effectiveness of our brand marketing efforts by providing dealer marketing assets through our dealer marketing team and dealer marketing platform, which allows the dealer body to execute promotion and marketing efforts at a local level that align with the messaging, look and feel of the Hyster and Yale brands. A third marketing resource that is unique to Hyster-Yale is the dedicated internal Business Development group. This team of Business Development Representatives (BDRs) reaches out to customer locations to identify decision makers with any current or future needs. They deliver Industry and persona based messaging with the goal of booking meetings between the customer, local Dealer account rep, and factory Major account manager. The BDR team drives pipeline growth and accelerates the sales cycle. Sourcewell members contract would qualify for all levels of promotion and marketing that Hyster-Yale offers. Brand and Industry Marketing: Typical brand marketing campaigns utilize a comprehensive array of assets and executions to proliferate awareness and drive leads and contacts for the sales organization. Marketing efforts include (when relevant): • Landing page (Hyster | Yale) • Industry landing pages (Hyster Ports & Terminals | Yale Food Distribution & Cold Storage) • Promotional videos (Hyster | Yale) • Social media posts on LinkedIn, Twitter, Facebook (Hyster LinkedIn | Yale LinkedIn) • Targeted industry media placements (Hyster | Yale) • Thought leadership (Hyster | Yale) • Educational and Product Webinars (Hyster | Yale) • Award submissions and promotions (Hyster | Yale) • Press Releases (Hyster | Yale) • Hero panels • Sales flyers • Email campaigns • Programmatic ad campaigns • Trade show, conference attendance Buying Group/ Account-based Marketing: In addition to utilizing the brand and industry marketing efforts listed above, Hyster-Yale runs campaigns specifically targeting buying groups with the same tactics. Additional buying group/ account-based marketing activity includes (when applicable): • Customized landing pages • Custom brochures (similar to the RFP Supplement provided with this RFP response) • Invite-only webinar events tailored to specific audiences • Attendance at conferences and conventions • Inside sales cadences • Targeted programmatic and social ad campaigns • Targeted email campaigns • Dealer spotlight calls to educate on contract, accounts, terms and conditions of opportunity	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hyster-Yale has invested in digital transformation to improve marketing deployment as marketing intelligence. In addition to UTM tagging on digital advertising, we ha deployed an array of platforms specifically designed to help us understand customer journeys from marketing awareness through consideration to purchase. We are able to understand account activity on our brand websites, make connections to specific campaign activity and engagement, and have licensed a platform that allows us to discern off-site intent activity that indicates an account's interest and research as it relates to materials handling and operational pains. Finally, a targeted programmatic platform allows us to target specific accounts and personas within those accounts so that our ads are personalized and topical when combined with other intelligence. All of this paired with traditional marketing activity and visualized through campaign dashboards allows us to engage sales with SQLs at the right time and gives us the intelligence necessary to pivot messaging in real time. In addition to the above, custom landing pages are available for buying groups to provide a tailored marketing journey, serving introductory materials and thought leadership for accounts still in the investigative stage. We deliver the URL to these pages via buying group intranets.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Expectations are that Sourcewell will announce the new contract to its members and pass along the full contract benefits they can see from actively using the contract. It is expected that Sourcewell will be an active partner to collaborate with Hyster-Yale to market products offered on both the Hyster-Yale network as well as their own. Sourcewell has done well to grow the business and continually add members and contracts. Existing marketing methods appear to be moving well and it would be expected to continue. Invitation to trade shows, conferences, or meetings would be helpful to raise membership awareness. Custom Sourcewell landing pages, customer events and webinars should be promoted by Sourcewell in collaboration with Hyster-Yale so that members have confidence in the value of the Sourcewell contract and Sourcewell's endorsement of these value-added opportunities to learn about Hyster and Yale products and solutions. Hyster-Yale has extensive experience in buying groups that serve a diverse array of industries and has executed marketing activities listed in this RFP successfully. This contract is much like existing contracts held by Hyster-Yale, so Sourcewell can be confident that Hyster-Yale will not have a long adjustment period and will utilize the contract with forklift customer immediately.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Hyster-Yale recently ran a pilot e-procurement simulation. Although there is opportunity to enhance that pilot, specifying a forklift is a detailed process with factors such as application, load, environment, motive power, etc. factoring into the best lift truck for the customer's job. Hyster-Yale account managers, pricing department, and dealers are best equipped to turn requests for pricing into meaningful quotes for our accounts so that we have the best opportunity to add value to the sales process. At this time, we do not have an online e-procurement ordering process that would allow the same benefits. We could offer to provide "common specification" information to procurement teams at specific accounts after completion of application surveys and first quote to enable speed to order. This would be completed on account and location-based terms. Hyster-Yale does offer online parts ordering for registered accounts via hysourceparts.com. On this e-procurement platform, individuals may identify the right part, using interactive diagrams and technical information, and place an order for direct delivery or will call pick up at a local dealer. On this platform, users have multi-cart checkout functionality, which is suited to procurement teams managing several sites or cost centers. Parts may be searched and shopped by truck model, serial numbers, category, or keyword.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As Hyster and Yale products are delivered to Sourcewell member locations, an authorized dealer representative will be there upon delivery or other scheduled time to answer any questions and help operators familiarize themselves with the controls, etc. Maintenance training can be arranged and cost is determined dependent of number of potential attendees and the depth of training requested or required. Each authorized Hyster-Yale dealer partner has a certified training specialist that can assist in working with each location to determine the best solution to familiarize and certify operators. Several offer two or more different solutions depending on variety of units at the customer location and the depth of training needed for the operators. Materials/handouts are left with the customer to help complete the certification process. Follow-up course work can also be arranged as needed or personnel changes occur.	*

41	Describe any technological advances that your proposed products or services offer.	At Hyster-Yale, our goal isn't just to build the best lift trucks possible, but to create that enable our customers to improve the overall efficiency and effectiveness of their businesses. Product development is informed, on-going, and proactive. Our wide global presence, among the largest of all material handling manufacturers, enables Hyster-Yale to commit the resources necessary to ensure our lift trucks are some of the most innovative in the industry. Hyster-Yale's talented and experienced design and test engineers have the industry's most advanced design tools and processes at their fingertips. Through its Hyster and Yale brands, Hyster-Yale possesses over 100 years of proven performance. Our history reflects the determination and excellence that make its brands what they are today. Our company history has been marked by innovation in the Hyster and Yale brands that have helped power the industry forward. Yale was responsible for introducing the industry's first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company's MONOTROL pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today. Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks. Our telemetry systems optimize materials handling by enabling our customers to know how their trucks and operators are performing, from individual trucks to entire fleets, at all times and in real time. Our Dynamic Stability System (DSS) provides lift truck operators with performance reductions and audible and visible alerts, all designed to promote safe operating practices. Our Operator Assist System (OAS), Hyster® Reaction™ and Yale® Reliant™, use a suite of technology to adjust lift truck performance based on real-time conditions and equipment status. This includes Advanced Dynamic Stability, Proximity Detection, Object Detection, and Collective Detection. Advanced Dynamic Stability (ADS) continuously monitors the combined center of gravity of the lift truck and the load it carries to automatically apply carefully measured performance adjustments to avoid abrupt shifts or jerks that can upset stability, adjustment of the lift truck performance for stable, steady movement, and real-time location sensing. Proximity Detection (PD) combined with ADS, provides 360 degree detection of other trucks and badged pedestrians. The system is governed to utilize speed requirements to help improve operator and pedestrian awareness while keeping the operator in control of the lift truck. Object Detection (OD) combined with ADS, detects objects when traveling in reverse with forks trailing. Collective Detection (CD) combines Advanced Dynamic Stability (ADS), Proximity Detection (PD), and Object Detection (OD) to create a robust operator assistance package. Hyster Reaction and Yale Reliant Collective Detection utilizes both 2D LiDAR sensors and ultra wideband (UWB) technology to identify potential obstacles. For customers who want to understand how they can benefit from automated systems, we work in collaboration with automation providers to deliver solutions for the use of Automated Guided Vehicles, assisting through evaluation to concepts, and implementation to maintenance.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Hyster-Yale, we hold ourselves accountable at every level. From our headquarters to individual Hyster-Yale facilities, our corporate ethics help define who we are. We recognize a responsibility not only to our customers, dealers, and employees, but to the environment and the communities in which we live. We meet our corporate responsibility head-on with some of the industry's most proactive programs, addressing everything from the health and safety of our employees and customers to environmental sustainability. In 2016, we launched our 2026 Aspirations Program as a set of cost-effective, strategic initiatives focused on reducing the Company's impact on the environment. Our 2026 Aspirations Program helps guide us as we seek opportunities to conserve natural resources and protect our people, while enhancing the customer experience and supporting the communities where we operate. Through this program we aspire to: Reduce carbon emissions by 30%, Reduce VOC emissions from painting operations by 30%, Achieve zero waste to landfill at all sites, Reduce hazardous waste by 30%, Reduce water consumption by 20%, Offer alternatives that enable customers to cost-effectively reduce their carbon emissions, Reduce annual injury and illness rates to zero, Expand various programs supporting the communities in which we operate. For more information on our initiatives and programs please refer to our included Corporate Sustainability and Responsiblity report and our Ecovadis Silver Medal which are both included as additional documents.	*

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HYG electric trucks provide the lowest energy consumption in their class according standardized VDI Energy cycle test. We achieve this through smart technology desig as: - Regenerative brake system that recaptures energy during braking and lowering of loads - Smart hydraulic systems with a pump that only uses the energy needed - Energy efficient AC Traction motors - Extended shift setting for a customized combination of energy efficiency and performance - Weight reduction, while increasing drive train efficiency. The available Environmental Package prepares HYG electric trucks to handle notoriously heavy-duty industries, such as lumber, dock yards, masonry, food preparation and handling, heavy manufacturing and recycling that traditionally could not take advantage of zero emission electric lift trucks. All Hyster® and Yale internal combustion (ICE) lift truck models meet or exceed California Air Resources Board (CARB) and EPA requirements. According to testing for the EPA and CARB, our lift trucks' emissions are among the lowest of any truck in the industry. Many of our diesel lift trucks are now available with advanced Tier 4(i) diesel engines which produce equivalent power from 'right sized' engines resulting in up to 15% less fuel consumption and reduced emissions. This technology has made its way into some of our largest capacity lift trucks with capacities up to 115,000lbs. Other ICE truck technology aimed at reducing environmental impact includes: - Innovative electronic controlled transmission which significantly reduces tire and brake wear, reducing total tire usage - Regenerative Brake System that recaptures energy during braking and lowering of loads - On-demand Hydraulic System, which only pumps hydraulic oil when lifting/lowering load - Idle Management System which will automatically drop the engine's RPM and enter 'idle mode' to save fuel - Selectable operating modes that electronically optimize the truck's performance. eLo mode provides good performance while optimizing the engine for best fuel consumption. Hi-P mode provides higher productivity, and is still able to deliver excellent fuel economy - On demand cooling engages only when required, reducing energy consumption and noise - Optional Empty Seat Shut Down allows programming a truck to shut down the engine after the operator leaves the seat to reduce emissions and save fuel. Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond in maintaining a sustainable global supply chain with socially and environmentally friendly operations. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler. Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup. Hyster-Yale has a commitment to engineering energy-efficient alternatives to predominantly diesel operated applications. We follow sustainable manufacturing processes and our manufacturing facilities are ISO 14001 certified, denoting the proper management of environmental goals.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While we are not minority owned, we appreciate the question as supplier diversity is a value that we too share. We are committed to partnering with a diverse supplier base which can provide high-quality, innovative products while remaining cost competitive and maintaining volume flexibility. Further, we expect our own suppliers to actively seek out and provide opportunities for small businesses, small disadvantaged businesses or minority business enterprises, HUB zone businesses, women-owned small businesses, and veteran owned small and service disabled veteran-owned small businesses to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract. By embracing social, environmental, and economic health in every part of our organization including our supply chain, we are helping contribute to solving challenges that impact our customers and our communities. As part of our work with the GSA we have made the goal that 21.40% of total spend be allocated to Small, VOSB, SDVOSB, HUBZone, SDB, and WOSB small business concerns. This goal does not apply only to spend for the GSA but all budgeted spend.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hyster-Yale operates under a distinctly different business model...the creative model, It is a model that combines a customer driven design philosophy, with technology integration, and with an independent dealer partner network. It is a model that is not captive to vertically integrated designs, vertically integrated manufacturing systems, or vertically integrated supply chains. This allows us to be more nimble, more flexible, and to bring new products to market faster. It has allowed us to develop market leading products over the last decade with leading energy efficiency, productivity, ergonomics, all with the lowest cost of ownership. We believe that our innovative product and solution offerings and our distinct sales structure provide a differentiated competitive advantage over competitors. Hyster-Yale's scalable products and technology solutions provide the customer with the right product at the right price, while our industry- and customer-focused sales process connects Sourcewell's needs to the solutions that will solve your toughest challenges.	*

Table 9: Warranty

ITEM NO. 11.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claim [illegible] and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation. Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first. Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available. See specific truck warranties in full detail in the uploaded documents section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation. Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first. Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available. See specific truck warranties in full detail in the uploaded documents section.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Hyster-Yale will pay for travel time, but will not pay for mileage.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. However, in Alaska we do not have a full time dealership site established and we utilize a servicing network already in place.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For the majority of the truck's component, Hyster-Yale covers the warranty. Exceptions include batteries and tires. See specific truck warranties in full detail in the uploaded documents.	*

51	What are your proposed exchange and return programs and policies?	Our warranty claim process is if Forklift has a failure, customer repo failure to their local servicing dealer. The local servicing dealer diagnoses the failure to determine if possible warrantable failure. If dealer determines possible warrantable failure, the dealer will make the repair and file a warranty claim with Hyster-Yale. Hyster-Yale then will review claim to determine if failure is covered by the customer's warranty. If component/failure covered under customer's warranty claim will be approved. If not covered by the customers warranty claim will be denied. Hyster-Yale Group may request failed parts to be returned for failure analysis to determine cause of failed component. Parts that test no fault found or determined for have failed due to abuse, lack of maintenance, etc.(noted on the exclusions and limitations section of the warranty statements) may be rescinded or may not be covered under warranty.	*
52	Describe any service contract options for the items included in your proposal.	Service contract will be tailored to customer needs. The Hyster-Yale independent dealer partner network is as strong as any in the industry and has extensive experience maintaining and servicing equipment.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Hyster-Yale's standard payment terms are NET 30 days from the date the invoice is issued.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Members would have access to a range of financial options to meet needs of their specific budget. We partner with a wide range of leasing companies.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Orders may be placed by either signing an investment proposal which will operate as an order, or by issuing a purchase order to Hyster-Yale.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sourcewell members can use purchasing cards for equipment orders. There is no additional charge, however, members that opt for our 30 day payment terms are not eligible to pay with purchasing cards to settle those invoices.	*

Table 11: Pricing and Delivery

ITEM NO. 11.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Hyster-Yale pricing model is a discount off the commercial price list basic truck. This is the practice used in our other Government contracts and this same pricing structure that would be passed along to Sourcewell members. This process is how we discount all our customer pricing and allows us to continually monitor the pricing to be sure we are passing along the proper pricing as it compares to other customers. The full model listing and associated pricing is attached in the document upload.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Hyster-Yale pricing structure is based on discount off commercial price list. The basic truck discount will range from 20% to 58%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell prices and percentage off discounts listed in our proposal are a maximum price for quantity 1 purchase. It is our experience that these type of purchases rarely are in large quantities. However, should there be an instance of larger multiple forklift requirement, we would offer additional percentage discounting on the basic forklift list price for order of 5+ units and 10+ volume orders as stated in our pricing document. See the pricing information included in the document upload for more detail by model.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Non-standard/special engineered products would follow the same discounting structure as price list optional equipment. Other outside purchased items would be priced at a cost plus a percentage margin basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspection charges would follow the same standard set for the Hyster-Yale major accounts program. Other charges that may apply could include installation or assembly for units too large to ship fully assembled. These would be included with the quotation so there would not be any additional charges after delivery.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight cost to the local dealership are included in the pricing offered. Local freight and delivery charges would be consistent with our major account guidelines and would be included in the total price offered.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell members placing orders going to Alaska or Hawaii would be provided quotes including this charge. We utilize numerous freight companies and we would research and provide the best value option at time of quotation. Since we have consistent deliveries to these locations, we have established working relationships to gain favorable pricing structures which would be passed along to the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard delivery method for Sourcewell member orders would be to deliver the forklift to the nearest authorized Hyster-Yale dealership where they will prep and coordinate the local delivery directly with the receiving location.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Hyster-Yale will follow the same favored pricing structure used for other Federal Government contracts currently in place.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Management's report on internal control over financial reporting: Management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of management, including the principal executive officer and principal financial officer, the Company conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in Internal Control -Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on this evaluation under the framework in Internal Control - Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2018. The Company's effectiveness of internal control over financial reporting has been audited by Ernst & Young, LLP, an independent registered public accounting firm, as stated in its report, which is included in Item 15 of this Annual Report on Form 10-K and is incorporated herein by reference. Changes in internal control: During the fourth quarter of 2018, there have been no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Hyster-Yale would track sales volume and compare to other similar contracts. This is a relatively straightforward analysis and can be done regularly to track progress. We certainly expect there to the a learning curve to get the message out to Sourcewell members that our products would be available, but that is expected to be a short process. Customer satisfaction is a high priority at Hyster-Yale and we track this by sending out customer surveys at various times to gauge initial reactions, meeting expectations and long term satisfaction. These customer metrics are a regular part of our business. Dealer involvement would be tracked to see how they are engaging with Sourcewell members as they request pricing and information regarding Hyster-Yale products.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Hyster-Yale is proposing the same general administrative/funding fee we currently provide to GSA on our Government schedule we hold which is 0.75% of the basic truck price. This would apply to all models offered and accounted and paid following the end of each quarter. By doing this we would utilize the same accounting and tracking methods to provide accurate and expedited completion.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hyster-Yale is a leading provider of forklift trucks and one of the best know in the industry. We offer a comprehensive range of material handling equipr from the largest container handlers and reach stackers, to nearly every type and size of industrial forklift truck, to special warehousing equipment. Our on-line Product Selector helps determine the right lift truck for an application. Expert consultancy and responsive local service are provided through a worldwide network of fork lift truck distribution partners. Together, a complete package of products and solutions helps improve efficiency, drive down costs and stream-line materials flow. Our on-line Dealer Locator finds the nearest Dealer. Both the Hyster and Yale history tracks major events over a period of more than 80 years in the development of a brand which has a presence today in over 130 countries. Hyster and Yale LPG and Diesel pneumatic tire forklift trucks have a world class reputation for strength and durability in the toughest of industry applications. The class leading forklift truck range incorporates efficient LPG and Diesel engines combined with a unique Duramatch transmission that helps improve operator productivity and reduces life time costs. Hyster-Yale's range of internal combustion cushion tire forklift trucks are feature rich and have been developed specifically for high lift applications in confined areas. These lift trucks deliver high levels of productivity, operator ergonomics and dependability. Hyster® high capacity forklift trucks have been designed to make light work of the heaviest loads and the toughest working conditions. With lifting capacities ranging from 36,000 to 105,821 pounds, Hyster® heavy duty forklift trucks are suitable lifting equipment for any heavy duty application with a variety of options. Hyster® container handlers offer exceptional performance and reliability. The Hyster® range of dedicated container handlers and ReachStackers offer material handling capacities up to 101,000 lbs, together with high reliability, exceptional performance and a low cost of operation. Energy efficient and productive 3 wheel electric forklift trucks. The range of innovative 3 wheel electric counterbalance forklifts are the most productive and energy efficient powered pallet trucks on the market suitable for indoor or outdoor operations. High performance and energy efficient 4 wheel electric forklift trucks. The Hyster and Yale range of innovative 4 wheel electric counterbalance forklifts are the most productive and energy efficient trucks on the market, ideal for a wide variety of demanding applications. Hyster® and Yale pallet trucks for dependable horizontal transportation. HYG offers an electric pallet truck to suit every intensive or light operation, delivering reliability, energy efficiency, performance, driver comfort, and low maintenance costs for the most demanding warehouse applications. Hyster® and Yale pallet stackers offer and efficient utilization of warehouse space. The range of pallet stackers and lifters deliver energy efficiency, high performance, driver comfort, and low maintenance costs for the most demanding warehouse applications. These warehouse stackers are ergonomically designed to maximize operator productivity when placing goods into low to mid-level racking. Hyster® and Yale tow tractors are high performing and cost effective warehousing solutions for line feed operations, ideal for the automotive and engineering industries and for any type of line feed operation. Hyster® and Yale reach trucks are suited for retrieving pallets at height in narrow aisles. These Reach Trucks are versatile and highly maneuverable and helps operators to put pallets away at height in narrow aisles. The wide range of models Hyster® and Yale reach forklift trucks and stackers feature powerful AC technology on traction, pump and steer motors to deliver superior performance and low cost of operation. Hyster® and Yale order pickers for easier, more accurate order picking. The range of high, medium and low level order pickers are designed to make the order picking process as easy as possible for the operator. The comprehensive range of order picker models and options extends the choice of truck configuration to provide the best solution for each customer's application and to maximize pick face access and warehouse space utilization. Hyster® and Yale very narrow aisle trucks meet the needs of high density storage operations. These very narrow aisle trucks enable operators to optimize storage capacity and efficiently retrieve pallets in high intensity operations. With a range of model configurations, mast options and lift heights to choose from, customers can select the right solution for their specific operation. Hyster® and Yale VNA trucks are the perfect solution for working inside very narrow aisles with very high racking.	*

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Class I - Electric Motor Rider Trucks - Counterbalanced 4-wheel cushion tire sit-down electric (30 models) - Counterbalanced 4-wheel pneumatic tire sit-down electric (40 models) - Counterbalanced 3-wheel cushion/pneumatic tire sit-down electric (12 models) - Counterbalanced 3-wheel cushion tire stand-up electric (6 models) Class II - Electric Motor Narrow Aisle Trucks - Narrow Aisle Sit Moving Mast Reach Electric (14 models) - Narrow Aisle Stand-up Single Reach Electric (10 models) - Narrow Aisle Stand-up Double Reach Electric (6 Models) - Orderpicker - Man-up Counterbalaced Electric (4 models) - Orderpicker - Man-up Staddle Electric (2 models) - Orderpicker - Man-up Furniture Electric (2 models) - Very Narrow Aisle Man-up Turret Truck Electric (4 models) - Enclosed End Rider Pallet Electric (4 models) Class III - Electric Motor Hand Trucks and Hand Rider Trucks - Low Lift Walkie Pallet Electric (8 models) - Low Lift Walkie/Rider Pallet Electric (6 models) - Low Lift Center Rider Pallet Electric (4 models) - Stand Drive Tow Tractor Electric (8 models) - Walkie Stacker Straddle Electric (6 models) - Walkie Stacker Counterbalanced Electric (6 models) - Walkie Stacker Reach Electric (4 models) - Multi-Level Orderpicker Electric (6 models) Class IV - Internal Combustion Engine Trucks (Solid/Cushion Tires) - Counterbalanced 4-Wheel Sit-down IC - Cushion (34 models) Class V - Internal Combustion Engine Trucks (Pneumatic Tires) - Counterbalanced 4-Wheel Sit-down IC - Pneumatic (38 models) - High Capacity Counterbalanced 4-Wheel Sit-down IC - Pneumatic (50 models) Class V – Internal Combustion Container Handlers (Pneumatic Tires) - Empty Container Handler IC - Pneumatic (10 models) - Laden Container Handler 4-Wheel Sit Down IC - Pneumatic (2 models) - Reach Stacker - Container Handler (7 models)	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Class I: Electric Motor Rider Trucks	(•) Yes ( ) No	HYG offers a full line of 3-wheel and 4-wheel line of electric cushion and pneumatic tire counterbalanced electric forklifts.	*
72	Class II: Electric Motor Narrow Aisle Trucks	(•) Yes ( ) No	Hyster® and Yale® narrow aisle reach trucks are designed to increase productivity as much as 7% per truck, per shift and use 20% less energy than competitive models, while providing exclusive ergonomic features and simple, cost-effective service.	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	(•) Yes ( ) No	HYG offers full line of electric low lift walkies, walkie/riders, center riders and tow tractors.	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	(•) Yes ( ) No	HYG offers a full line of Cushion tire IC engine counterbalanced forklifts.	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	(•) Yes ( ) No	HYG offers a complete line of pneumatic tire counterbalanced forklifts.	*
76	Class VI: Electric and Internal Combustion Engine Tractors	( ) Yes (•) No	Not manufactured by Hyster-Yale. May be offered via dealer network.	*
77	Class VII: Rough Terrain Forklift Trucks	( ) Yes (•) No	Not manufactured by Hyster-Yale. May be offered via dealer network.	*

78	Container Handlers (Reach stackers, loaded or empty container handlers)	(•) Yes ( ) No	Hyster® and Yale ® high cap forklifts are the ultimate tough for the most demanding areas of your operation. These internal combustion high capacity lift trucks offer lifting capacities from 19,000-105,000 pounds and deliver a combination of ergonomics, power and durability in a robust platform designed for the most demanding duty cycles. Hyster® and Yale ® heavy duty forklifts can be used in many industries and applications from lumber yards to ports, shipyards, concrete plants, paper, forest products, produce, steel mills, and countless other industries.. The Hyster® range of dedicated container handlers and reach stackers offer material handling capacities from 15,000 to 101,000 lbs. These loaded container handlers and empty container handlers are an excellent choice for moving shipping containers in Intermodal terminals, shipyards, and port applications. Through a continuous product development program, Hyster® and Yale ® material handling equipment benefit from technological advances that can significantly reduce cost of ownership and maximize operational efficiencies	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	(•) Yes ( ) No	Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Bolzoni products are manufactured in the United States, Italy, China, Germany and Finland. Through the design, production and distribution of a wide range of attachments, Bolzoni has a strong presence in the niche market of lift truck attachments and industrial materials handling.	*

80	Related services complementary to the offering of the solutions described in Sections 71-78 above	(•) Yes ( ) No	Hyster-Yale Fleet Management leader in the industry, using a consultative approach to managing your fleet. Utilizing the data Hyster-Yale Fleet has collected, across our 75 plus customers and fleet size of over 76,000 assets, from a multitude of industries, Hyster-Yale Fleet Management is able to provide data driven recommendations designed to drive continuous improvement for your operations at the lowest cost of ownership based on equipment lifecycle, replacement analysis and other key cost metrics. Both customer and dealer performance are measured and discussed during Quarterly Business Reviews. In addition, the backbone of our fleet management program is our dealer support network. We start by positioning 200 dealer locations near your facilities throughout North America. With access to over 4,000 trained technicians, you are assured your fleet is being serviced by experienced technicians. Authorized Hyster and Yale dealer partners have years of experience servicing other makes of lift trucks and material handling equipment and have immediate access through our Unisource® parts program to over 3.4 million parts and accessories covering over 40 brands of material handling equipment. With our Hyster-Yale Fleet Maintenance portal, our customers can easily access data such as equipment inventory, maintenance history and work order summary by serial number. With defined reporting practices, a long history of providing solutions, and personnel who understand equipment we will promote uptime and productivity to your operations. We use data driven from service events to define utilization, cost, and recommend solutions based on a specific industry experience. These reports make it easy for our customers to track and report maintenance costs for each asset.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 01 Hyster-Yale Pricing May 2024 Sourcewell - Final.pdf - Thursday May 30, 2024 10:38:43
- Financial Strength and Stability - 02 HY_AR_2023.pdf - Thursday May 30, 2024 10:38:58
- Marketing Plan/Samples - 03 Sourcewell RFP 2024 Marketing Plan Outline.pdf - Thursday May 30, 2024 10:39:11
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 04 Warranties.pdf - Thursday May 30, 2024 10:39:25
- Standard Transaction Document Samples - 05 Sourcewell RFP Quote Example.pdf - Thursday May 30, 2024 10:39:37
- Requested Exceptions - 06 Contract_Template_Forklifts_RFP_HYG.docx - Thursday May 30, 2024 13:47:15
- Upload Additional Document - 07 Sourcewell 2024 RFP Supplement.pdf - Thursday May 30, 2024 14:01:09

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; o Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a crimi related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Josh Sheppard, Sales Account Representative, Hyster-Yale Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	☑	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	☑	1

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 12

DATE: November 20, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Approval of a Two-Year Work Plan for the Los Gatos Youth Commission (2026 - 2028)**

RECOMMENDATION: Approve the Town of Los Gatos Youth Commission's proposed two-year work plan covering the 2026 -2027 and 2027 - 2028 school years.

FISCAL IMPACT:

There is no budget associated with the Youth Commission.

STRATEGIC PRIORITY:

This item supports the strategic priority Sustainability through education and advocacy around environmental ordinances, and Community Outreach and Inclusivity by supporting youth engagement across diverse community segments. It also supports the core values of Civic Engagement and Public Safety by encouraging youth participation in civic life, local government, and public service, and promoting initiatives focused on pedestrian and e-bike safety.

BACKGROUND:
The Town of Los Gatos Youth Commission serves as an advisory body to the Town Council on matters affecting local youth. The Commission consists of 19 students entering grades 8 through 12, serving one-year terms as established in Resolution 2025-025.

Meetings are held monthly from September through May. With ongoing support from the Office of the Chief, the Commission contributes to programs, awareness campaigns, and policy work aligned with Council goals. The Chief of Police acts as the primary liaison, overseeing

PREPARED BY: Jamie Field
Chief of Police

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

strategic direction, meeting facilitation, and administrative support. This includes coordination of youth members, event involvement, and interdepartmental connections through liaisons and ad hoc initiatives.

Traditionally, the Youth Commission has operated on a one-year work plan cycle. However, limited meeting frequency (once per month during the school year) poses challenges in developing, implementing, and reporting on meaningful initiatives within such a constrained timeframe and competing educational and extracurricular interests of the group.

DISCUSSION:

Rationale for a two-year work plan-
For the first time, the Los Gatos Youth Commission is proposing a two-year work plan. This model provides a more sustainable structure, allowing youth members to:

- Establish long-term projects that require extended research or implementation timelines;
- Onboard new or returning members with continuity and clear direction;
- Adjust flexibly to school-based scheduling demands (e.g., exams, holidays); and
- Reinforce institutional memory across academic years.

Summary of previous accomplishments (2024 - 2025)

- Traffic Safety Ad Hoc: Developed and distributed an E-Bike safety awareness flyer and began pedestrian crossing safety assessments with a survey, rendering upwards of 600 responses from the community.
- Environmental Ad Hoc: Produced outreach materials for the Single-Use Plastic Ordinance.
- Community Outreach Ad Hoc: Participated in civic events and expanded engagement strategies.
- Teen Wellness Ad Hoc: Led an anti-controlled substance use campaign.
- Ongoing liaison presence and youth representation across six other Town liaison groups, and participation in the Children's Holiday Parade and Spring into Green.

Proposed two-year work plan (2026 - 2028)
The proposed work plan continues to organize efforts through four established Ad Hocs. The plan is flexible to accommodate project evolution and allows for expansion should capacity permit.

Proposed work plan overview (2026–2028)

1. *Traffic Safety Ad Hoc*
    - Build on the traffic survey assessment from 2024-25.

- Research recommendations to increase VTA ridership in Los Gatos. This would include efforts to design a survey for the Los Gatos High School to evaluate why youth may not use public transit options and ways to increase the use.
- Promote e-bike safety and work with CSTC on how to improve.

2. *Environmental Ad Hoc*
   - Evaluate and develop recommendations to modify the plastic straw ordinance for the furtherance of environmental sustainability.
   - Develop outreach for business compliance and identify stakeholders and potential concerns.
3. *Teen Wellness Ad Hoc*
   - Consider stress management initiatives, including through partnership with Canine Companion and developing outreach materials.
   - Explore youth-led mental wellness initiatives and enhance the wellness center activities.
4. *Community Outreach Ad Hoc*
   - Participate in legacy events like the Children's Holiday Parade and Spring into Green that will offer information and advocacy of current and historical Youth Commission initiatives.
   - Evaluate the feasibility, partnership, and opportunity for a multi-cultural event.
   - Create mentorship and recruitment tools for Youth Commission recruitment and sustainability.

CONCLUSION:

The Youth Commission's proposed two-year work plan reflects a forward-thinking approach to youth civic engagement and local and global matters. It honors Council's commitment to fostering leadership, safety, and sustainability through active youth voices, while enhancing the Commission's ability to achieve impact that positively contributes to the community and Council priorities.

Council approval of the two-year structure will provide continuity, flexibility, and a framework for deeper civic participation of the youth.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 13

DATE: November 18, 2025

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: **Authorize the Town Manager or Designee to Enter into a First Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman to Increase the Contract Amount by $150,000.00, for a Total Contract Amount Not to Exceed $350,000.00 and Authorize an Expenditure Budget Adjustment of $150,000.00 from the General Fund Unassigned Fund Balance**

RECOMMENDATION: Authorize the Town Manager or designee to enter into a First Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman in an amount not to exceed $350,000.00 and authorize an expenditure budget adjustment of $150,000.00

FISCAL IMPACT:

The proposed action will authorize a contract amendment in the amount of $150,000.00 for Land Use Litigation services in Fiscal Year 2025-26, which increases the current not to exceed amount from $200,000 to $350,000. To allocate funds for this amendment, a corresponding expenditure budget adjustment of $150,000.00 is required, which will be appropriated from the General Fund Unassigned Fund balance (Account 1301-3215).

STRATEGIC PRIORITY:

The item supports a top priority of providing a range of housing opportunities while diligently maintaining and implementing the Housing Element.

BACKGROUND:

PREPARED BY: Bridgette Falconio
Administrative Technician

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

In July 2022, the Town Attorney's Office entered into an agreement with Goldfarb & Lipman LLP to provide specialized housing law legal services. Over the past three years, the firm has assisted the Town with Housing Element issues, SB 330 projects, and land use litigation. Due to existing land use litigation, continued representation remains necessary.

The Town Attorney's Office retains Goldfarb and Lipman as a single source vendor as allowed under Town Code section 2.50.130(b)(2).

DISCUSSION:

The proposed amendment to the Legal Services Agreement will cover legal representation in land use litigation, specifically defending a pending case filed by an SB 330 applicant. The funds will be used for the preparation of Town briefs, court appearances, and potentially the preparation of an administrative record. Goldfarb & Lipman is recognized statewide as an expert in Housing Element law and is uniquely qualified to represent the Town in these matters.

The contract amendment for FY 2025-26, with a not-to-exceed amount of $350,000.00, ensures the Town has the necessary resources to address pending litigation matters.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager or designee to enter into a First Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman in an amount not to exceed $350,000.00 and authorize an expenditure budget adjustment of $150,000.00.

COORDINATION:

This report was coordinated with the Town Attorney's Office, Town Manager's Office, and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. First Amendment
2. Land Use Litigation Agreement

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 2nd day of December, 2025 and amends that certain agreement for Professional Services dated July 1, 2025, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP.(“Consultant.”)

RECITALS

A. Town and Consultant entered into an Agreement for Professional Services on July 1, 2025, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.

B. To cover ongoing SB 330 Land Use Litigation expenses, the parties wish to increase the compensation amount.

AMENDMENT

1. The “not to exceed” amount in the Compensation Section is amended be $350,000.00.

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

Town of Los Gatos

By: _____
Chris Constantin, Town Manager

Approved as to Consent:

By:_____
Celia W. Lee, Esquire

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

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goldfarb lipman attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot
Lynn Hutchins
Karen M. Tiedemann
Thomas H. Webber
Dianne Jackson McLean
Robert C. Mills
Isabel L. Brown
James T. Diamond, Jr.
Margaret F. Jung
Heather J. Gould
William F. DiCamillo
Amy DeVaudreuil
Barbara E. Kautz
Rafael Yaquián
Celia W. Lee
Dolores Bastian Dalton
Joshua J. Mason
Jeffrey A. Streiffer
Elizabeth R. Klueck
Jhaila R. Brown
Gabrielle B. Janssens
Rye P. Murphy
Benjamin Funk
Aileen T. Nguyen
Katie Dahlinghaus
Brandon V. Stracener
Matthew S. Heaton
Nazanin Salehi
Erin C. Lapeyrolerie
Minda Bautista Hickey
Jocelyn A. Portales
Colleen A. Wisel
Thomas J. Levendosky

Los Angeles
213 627-6336
San Diego
619 239-6336
Goldfarb & Lipman LLP

August 27, 2025

via electronic mail

Gabrielle Whelan, Town Attorney
Town of Los Gatos
110 East Main Street
Los Gatos, CA 95030
GWhelan@losgatosca.gov

Re: **Legal Services – Town of Los Gatos– Land Use Litigation**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the Town) in connection with the following land use litigation matters as authorized in writing by the Town for the period from July 1, 2025 to June 30, 2026:

a) *The Town of Los Gatos, a California municipal corporation vs Arya Properties, LLC et al* Case Number: 25CV462276 (Arya Matter)

b) *Los Gatos LLC vs The Town of Los Gatos*, Case Number: 25CV467536 (Capri Matter)

Dolores Bastian Dalton will have primary responsibility for our work on the Arya matter and Celia W. Lee will have primary responsibility on the Capri matter. Barbara E. Kautz, Brandon V. Stracener and Nazanin Salehi will provide assistance in both matters. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter with a maximum of $200,000 for the period from July 1, 2025 to June 30, 2026. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

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assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to us at: ddalton@goldfarblipman.com and clee@goldfarblipman.com and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,

DOLORES BASTIAN DALTON

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CELIA W. LEE

Enclosures: Rate Schedule; Billing Policies and Procedures

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

Signed by:
By: Gabrielle Whelan
EFD6738A5534428...
Gabrielle Whelan
Its: Town Attorney
Date: 9/8/2025

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Goldfarb & Lipman LLP
Billing Rates Per Hour

Partner	$370-$390
Senior Counsel	$365-$390
Associate	$275-$365
Senior Law Clerk	$260
Law Clerk	$210
Project Coordinator	$210

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GOLDFARB & LIPMAN LLP
LEGAL REPRESENTATION POLICIES AND PROCEDURES

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 14

DATE: November 13, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize the Town Manager to Execute a Fifth Amendment in substantially the form presented with Hinderliter de Llamas & Associates dba HdL Companies for Sales or Transaction and Use Tax Management and Audit Services; Adopt a Resolution as Required by the California Department of Tax and Fee Administration (CDTFA), Authorizing Certain Town Representatives and a Town Contractor Access to Sales or Transactions, and Use Tax Records Pursuant to Revenue and Taxation Code Section 7056; and Rescind Resolution 2025-051.**

RECOMMENDATION: Authorize the Town Manager to execute a Fifth Amendment in substantially the form presented with Hinderliter de Llamas & Associates dba HdL Companies for Sales or Transaction and Use Tax Management and Audit Services; adopt a Resolution as required by the California Department of Tax and Fee Administration (CDTFA), authorizing certain Town representatives and a Town contractor access to Sales or Transactions and Use Tax Records pursuant to Revenue and Taxation Code Section 7056; and rescind Resolution 2025-051.

FISCAL IMPACT:

There is no fiscal impact associated with adopting this resolution.

STRATEGIC PRIORITY:

This item is not associated with a strategic priority.

DISCUSSION:

The Town of Los Gatos previously entered into an agreement with Hinderliter de Llamas &

PREPARED BY: Gitta Ungvari
Finance Director

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

Associates, dba HdL Companies, to provide sales tax consulting and audit services. The California Department of Tax and Fee Administration (CDTFA) requires a resolution that reflects the most current service provider name. Although the Town Council adopted a resolution on October 20, 2025, to update the Consultant's name, staff later discovered that the CDTFA had updated its required resolution format. Additionally, the original HdL agreement scope did not include the correct terminology to ensure that audit services cover both sales or transactions and use tax records. In addition, CDTFA has requested that the parties reiterate the insurance requirements that are contained in the original Agreement and also add a requirement for workers compensation and employer's liability insurance in this amendment. The updated scope includes an entire section describing Services - Transaction Tax Services (Sections 3 and 4) and Fees – Transaction Tax Services (Sections 8 and 9) transactions.

To address these issues, the agreement has been amended to incorporate the appropriate language (Attachment 1), and a new resolution (Attachment 7) has been prepared using the CDTFA's most recent format. Staff recommends rescinding Resolution 2025-051 (Attachment 8) to ensure compliance with CDTFA formatting and language requirements.

COORDINATION:

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

ENVIRONMENTAL ASSESSMENT:

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

ATTACHMENTS:

1. Fifth Amendment with Hinderliter de Llamas & Associates dba HdL Companies
2. Fourth Amendment with Hinderliter de Llamas & Associates dba HdL Companies
3. Third Amendment with Hinderliter de Llamas & Associates dba HdL Companies
4. Second Amendment with Hinderliter de Llamas & Associates dba HdL Companies
5. First Amendment with Hinderliter de Llamas & Associates dba HdL Companies
6. Original Agreement with Hinderliter de Llamas & Associates dba HdL Companies
7. Draft Resolution authorizing examination of Sales or Transactions and Use Tax Records (new format required)
8. Resolution 2025-051 authorizing examination of Sales or Transaction and Use Tax Records (old format)

5th AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this September 16, 2025 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and Hinderliter de Llamas & Associates dba HdL Companies, a California Corporation].(“Consultant.”)

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, (“Agreement”), a copy of which is attached hereto and incorporated by reference as Attachment 6 to this Amendment.

B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, (“1st Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 5 to this Amendment

C. Town and Consultant entered into a second amendment for business license tax consulting services Agreement on December 19th 2023, (“2nd Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment.

D. Town and Consultant entered into a third amendment for business license tax consulting services Agreement on April 2nd 2024 (“3rd Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment.

E. Town and Consultant entered into a fourth amendment for business license tax, Sales, and Use Taxes consulting services Agreement on September 16th 2025 (“4th Amendment”), a copy of which is attached hereto and incorporated by reference as Attachment 2 and Exhibit A to this Amendment.

F. California Department of Tax and Fee Administration (CDTFA) has requested that the parties reiterate the insurance requirements that are contained in the original Agreement in this amendment and also add a requirement for workers compensation and employer’s liability insurance.”

AMENDMENT

1. Section 2.1, “Scope of Services” is amended to replace the Sales and Use Tax Services and Fees with Services – Sales, Transactions and Use Tax as described in Exhibit A attached to this Amendment.

2. As requested by CDTFA, the parties agree that the insurance requirements set forth in the original Agreement remain in place, that a requirement for workers compensation and employer’s liability insurance are added, and that these insurance requirements apply to the scope of work as amended by this Amendment. With the addition of the workers compensation and employer’s liability insurance requirements, the following types of insurance are required: Throughout the term of this Agreement, Consultant will remain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b)

ATTACHMENT 1

property damage liability insurance of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

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

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

Town of Los Gatos

By: _____
Chris Constantin, Town Manager

Approved as to Consent:

By:_____
Robert Gray, Vice President

Department Approval:

_____
Gitta Ungvari
Finance Director

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

ATTACHMENT 1

EXHIBIT A

SERVICES – Sales and Use Tax

1. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

1.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the Town. This database will be utilized to generate special reports to Town on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

1.2. Provide periodic updated reports to Town identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with Town.

1.3. Shall additionally provide following each calendar quarter a summary analysis for Town to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze Town ’s sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.

1.4. Establish a special database with California Department of Tax and Fee Administration (“CDTFA”) registration data for businesses within applicable district boundaries holding seller’s permit accounts.

1.5. Periodically license for the limited, non-exclusive, non-transferable use by Town ’s staff certain of Consultant’s web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Town ’s jurisdiction registered with the CDTFA.

1.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

2. Allocation and Audit Recovery Services

2.1. Conduct (when mutually agreed with Town) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the Town and/or recovering misallocated tax from registered taxpayers. Common errors that will be

monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

2.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.

2.4. If, during the course of its audit, Consultant finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the Town, Consultant may so advise the Town and collaborate with those businesses and the Town to encourage such changes.

SERVICES – Transactions Tax Services

3. Transactions Tax and Economic Analysis/Forecasting Services/Reports

3.1 Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "G" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

3.2 Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3.3. Consultant shall advise and work with TOWN Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.

3.4. Consultant shall make available to TOWN the HdL proprietary software program and Measure "G" database containing all applicable registration and quarterly allocation information for TOWN business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

4. Deficiency/Allocation Reviews and Recovery

4.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the Town. Reviews shall include:

4.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "G" Town boundaries, and therefore subject to transactions tax.

4.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the Town boundaries.

4.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

4.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "G" Transactions Tax District.

4.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance TOWN 's relations with the business community.

4.3. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the TOWN are recovered.

5. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City's staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES – Sales and Use Tax Services

6. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

6.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **$450** per month, commencing with the month of the

Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by Town no later than 30 days after the invoice date.

6.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

7. Allocation and Audit Recovery Services

7.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the Town as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related Town assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

7.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the second eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.

7.3. These Fees shall be paid by Town upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

FEES – Transactions Tax Services

8. Transactions Tax and Economic Analysis/Forecasting Services/Reports

8.1. Fees shall be paid **$300** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by Town no later than 30 days after the invoice date.

8.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

9. Allocation and Audit Recovery Services

9.1. Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the Town because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by Town or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax

payments to the Town, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide Town with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

ADDITIONAL TERMS – Sales, Use and Transactions Tax Services

10. Consulting and Other Optional Services

10.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

10.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to will be given.

11. General Provisions Relating to Fees

11.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.

11.2. Fees will be invoiced monthly to Town for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

12. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

12.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to Town pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

12.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Town who is authorized by Town resolution provided to the CDTFA to examine the information.

12.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

12.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the Town as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

13. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to Town to access Consultant's Sales Tax website if Town chooses to subscribe to the software and reports option. The website shall only be used by authorized Town staff. No access will be granted to any third party without explicit written authorization by Consultant. Town shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by Town of said software, or any right of Town to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all Town staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, Town shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Town in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

14. Insurance

Throughout the term of this Agreement, Consultant will remain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability insurance of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

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4th AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this September 16, 2025 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and Hinderliter de Llamas & Associates dba HdL Companies, a California Corporation].("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 5 to this Amendment.

B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, ("1st Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment

C. Town and Consultant entered into a second amendment for business license tax consulting services Agreement on December 19th 2023, ("2nd Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment.

D. Town and Consultant entered into a third amendment for business license tax consulting services Agreement on April 2nd 2024 ("3rd Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. Section 2.1, "Scope of Services" is amended to add the additional services described Exhibit A attached to this Amendment.

2. Section 2.2, "Term and Time of Performance" is amended as follows: This contract will remain in effect until June 30, 2027.

3. Section 2.6, "Compensation," is amended to read as follows:

    a. The total compensation is increased by $178,500 plus an annual CPI (Consumer Proce Index) adjustment effective July 1st annually.
    b. This increase includes the cost of the new added service and a $20,000 reduction in the cost of services from the Third Amendment (reduced from $40,000 to $20,000).
    c. The new total not to exceed amount for the Agreement is $451,500 plus CPI. Payment will be made upon Town approval of each completed task.
    d. This not to exceed total does not include fees for Business License Discovery, Compliance, and Delinquency Tax Collection services, which are based on a percentage of revenue recovered as set forth in the table below.

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Tax and Fee Services (Bundled w/Sales Tax)

Service	Compensation
Business License Tax Discovery/Compliance/Audits*	35% of One-Time Revenues Collected
Business License Tax Collections*	25% of One-Time Revenues Collected
TOT Audits*	$5,000.00 per property, per year + CPI
Sales & Tax Use Audit Services^	15% of Revenues Collected
Sales & Use Tax Management Services^	$450 per month + CPI
**Pricing is contingent on a bundled service discount* *^For more information see separate Sales Tax proposal*	

Payment transactions are subject to typical payment processing and returned payment fees. HdL supports both agency funded (fees paid by City) and convenience fee (fees paid by taxpayer) models.

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

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

Town of Los Gatos

Signed by:
By: Chris Constantin 10/21/2025
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Chris Constantin, Town Manager

Approved as to Consent:

DocuSigned by:
By: Robert Gray 10/10/2025
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Robert Gray, Vice President

Department Approval:

Signed by:
Gitta Ungvari 2 10/10/2025
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Gitta Ungvari
Finance Director

Approved as to Form:

Signed by:
Gabrielle Whelan 10/20/2025
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Gabrielle Whelan, Town Attorney

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Exhibit A

Business License Tax and Fees Compliance

Consultant will provide the following Services relative to Client's business license tax administration:

1. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.
   - 1.1. **Discovery Services**
     - 1.1.1. Develop a list of businesses subject to Client licensure or taxation.
     - 1.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
     - 1.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
     - 1.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
     - 1.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
   - 1.2. **Collection Services**
     - 1.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
     - 1.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
     - 1.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
     - 1.2.4. Remit revenue to Client no less than monthly.
   - 1.3. **Audit Services**
     - 1.3.1. Identify potential under-reporting and/or misclassified businesses.
     - 1.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
     - 1.3.3. Submit audit summaries to Client and discuss further actions.
     - 1.3.4. Educate businesses on proper reporting practices.
     - 1.3.5. Invoice and collect identified deficiencies.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.
   - 2.1. Client Responsibilities
     - 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Consultant's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Consultant's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

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2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

Transient Occupancy Tax Audits

Consultant will provide the following Services relative to Client's transient occupancy tax administration:

3. Audit Services

3.1. Analyze Client transient occupancy tax ordinance and business procedures, and recommend possible improvements or best practices for processes, form design, and ordinance.

3.2. Analyze lodging provider data and review analysis findings with Client. Analysis will include the most recent thirty-six (36) months of tax filings along with supplemental data as available (including number of rooms, occupancy rate, physical condition, and business dynamics).

3.3. Recommend lodging providers who merit additional investigation or examination to determine their compliance with Client's ordinance.

3.4. Lodging providers identified by Consultant and approved by Client for audit are scheduled for a compliance analysis audit.

3.5. Review records of the lodging provider for information related to compliance with Client regulations (including endeavoring to validate taxable gross rents, exemptions, bank statements, daily/monthly summaries, and other relevant compliance-related information). Supporting documentation for relevant items such as exemptions will also be reviewed.

3.6. Generate lodging provider compliance report (including results of the compliance analysis audit and recommended actions). Review report with Client and determine next steps.

3.7. Notify deficient lodging providers of the findings as well as instructions for payment and appeal processes. Schedule appointments with lodging providers to review findings and educate regarding proper filing procedures in order to prevent future errors and deficiencies.

3.8. Send compliant lodging providers a letter of commendation, thanking them for their cooperation and compliance.

3.9. Invoice lodging providers found to be underreporting through the standard Client approved collections process.

Sales & Use Tax Services

4. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

4.1. Establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the Town. This database will be utilized to generate special reports to Town on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

4.2. Provide periodic updated reports to Town identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without

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limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly by in person or virtually with Town.

4.3. Shall additionally provide following each calendar quarter a summary analysis for Town to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze Town's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.

4.4. Establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.

4.5. Periodically license for the limited, non-exclusive, non-transferable use by Town's staff certain of Consultant's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within Town's jurisdiction registered with the CDTFA.

4.6. Provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

5. Allocation and Audit Recovery Services

5.1. Conduct (when mutually agreed with Town) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the Town and/or recovering misallocated tax from registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

5.2. Initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

5.3. Prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the Town of back or prospective quarterly payments that may be owing.

5.4. If, during the course of its audit, Consultant finds businesses located in the Town's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to Town, Consultant may so advise Town and collaborate with those businesses and Town to encourage such changes.

Docusign Envelope ID: DF9F35AE-B174-4E10-8DE2-1DE601B8DF40

6. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with Town's staff, including without limitation, regarding (i) technical questions and other issues related to sales and use tax, (ii) utilization of reports to enhance business license collection efforts; (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales and use tax revenue-related matters.

FEES
Business License Tax and Fees Compliance

7. Compliance Services

7.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

7.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

7.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

7.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

7.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

7.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

7.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

7.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

7.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

8. Payment Processing – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may

Docusign Envelope ID: DF9F35AE-B174-4E10-8DE2-1DE601B8DF40

switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

8.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
  8.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00
  8.1.2. ACH/eCheck processing - $2.50 per transaction

8.2. Client funded
  8.2.1. Credit and debit card processing – 2.9% of transaction amount
  8.2.2. ACH/eCheck processing - $0.75 per transaction

8.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

8.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

Transient Occupancy Tax Audits

9. Audit Services

9.1. Fees for performing audit Services are $5,000.00 per property.
  9.1.1. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

9.2. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support), subject to prior written authorization from the Town..

9.3. Fees will be invoiced monthly to Client for Services performed during the prior month. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

Sales & Use Tax Services

10. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

10.1. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be **$450** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by Town no later than 30 days after the invoice date.

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10.2. Consultant will increase the non-hourly Fees established above once a year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

11. Allocation and Audit Recovery Services

11.1. Fees for performing the allocation and audit recovery Services described above shall be **15%** of all new, increased and recovered sales and use tax revenue received by the Town as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related Town assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

11.2. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of Consultant's allocation audit and confirmation of the corrections by the CDTFA.

11.3. These Fees shall be paid by Town upon Consultant's submittal of evidence of Consultant's relevant Services in support thereof, including, without limitation, copies of relevant communications between Consultant and the CDTFA and/or taxpayers.

11.4. Consultant recognizes Town's authority to waive or reduce the tax/fee-related debt of a business. Should Town decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a Town voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

12. Consulting and Other Optional Services

12.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - $325; (ii) Programmer - $295; (iii) Senior Analyst - $245; and (iv) Analyst - $195.

12.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to Town will be given.

13. General Provisions Relating to Fees

13.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Town.

13.2. Fees will be invoiced monthly to Town for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of Town's monthly revenue disbursement.

8. Confidentiality Information

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Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a Town, county or district may authorize persons other than such Town, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to Town pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of Town who is authorized by Town resolution provided to the CDTFA to examine the information.

8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the Town as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to Town to access Consultant's Sales Tax website if Town chooses to subscribe to the software and reports option. The website shall only be used by authorized Town staff. No access will be granted to any third party without explicit written authorization by Consultant. Town shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by Town of said software, or any right of Town to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all Town staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, Town shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to

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any other party any proprietary information provided, learned of or obtained by Town in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information or is a public record pursuant to the state Public Records Act..

3rd AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 2nd day of April, 2024 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, ("1st Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 3 to this Amendment

C. Town and Consultant entered into a second amendment for business license tax consulting services Agreement on December 19th 2023, ("2nd Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 4 to this Amendment.

AMENDMENT

1. Section 2.1, "Scope of Services" is amended to include the additional services described in the statement of work sent to the Town on March 25, 2024, which is hereby incorporated by reference and attached as Attachment 1 to this Amendment.

2. Section 2.6, "Compensation," is amended to add the following paragraph: Compensation shall be increased by $40,000 for the additional services for a total agreement not to exceed $273,000.00. Of the additional $40,000 compensation, an initial payment of $20,000 shall be due within 30 days of contract amendment execution date. A second payment of $20,000 shall be made after the work is complete. The total cost does not include any training or related travel expenses. Payment shall be based upon Town approval of each task.

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

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

Town of Los Gatos

By: _____
Laurel Prevetti, Town Manager

Approved as to Consent:

By: _____
Robert Gray, CIO HdL Companies

Department Approval:

_____

Gitta Ungvari
Finance Director

Approved as to Form:

_____

Gabrielle Whelan, Town Attorney

Attest:

_____

Wendy Wood, CMC, Town Clerk

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2nd AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 19th day of December, 2023 and amends that certain agreement for business license tax consulting services dated 04/05/2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
B. Town and Consultant entered into a first amendment for business license tax consulting services Agreement on September 30th 2022, ("1st Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. 2.2 Term and Time of Performance: This contract will remain in effect until December 31, 2025.

2. 2.6 Compensation: Compensation for Consultant's professional services shall be increased by $70,000 annually for a total agreement not to exceed $233,000.00. Payment shall be based upon Town approval of each task.

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

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

Town of Los Gatos

DocuSigned by:
By: L Prevetti
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
By: Robert Gray
Robert Gray, CIO HdL Companies

Department Approval:

DocuSigned by:
Gitta Ungvari
Gitta Ungvari
Finance Director

DocuSign Envelope ID: 8DEF6612-B9EC-43AD-B36C-4E2F60DD5CC4

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD6736A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF8EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

DocuSign Envelope ID: 89811897-184C-4B6D-A812-DD9A9EE44240

1st AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 30th day of September 2022 and amends that certain agreement for business license tax consulting services dated April 5th, 2022, made by and between the Town of Los Gatos, ("Town,") and HdL Companies.("Consultant.")

RECITALS

A. Town and Consultant entered into a business license tax consulting services Agreement on April 5th, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

AMENDMENT

1. 2.1 Scope of Services: Consultant shall also provide services as described in that proposal sent to the Town on September 27th, 2022, which is hereby incorporated by reference and attached as Attachment 1.

2. 2.2 Term and Time of Performance: This contract will remain in effect until December 31, 2023.

3. 2.6 Compensation: Compensation for Consultant's professional services shall be increased by $73,000 for a total agreement not to exceed $93,000. Payment shall be based upon Town approval of each task.

4. 3.4 Indemnification: In no event will Consultant be liable for any Town monies not received by Consultant, or any special, incidental, or consequential damages of any nature. Consultant's duty to indemnify and hold harmless Town shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

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

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

Town of Los Gatos

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:
By: Robert Gray
D4C862557876418...
Robert Gray, CIO HdL Companies

Department Approval:

DocuSigned by:
Gitta Ungvari
8007F92FD1084FF...
Gitta Ungvari
Interim Finance Director

Approved as to Form:

DocuSigned by:
Gabrielle Whelan
EFD0738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:
Wendy Wood
BF0EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

DocuSign Envelope ID: 89811897-184C-4B6D-A812-DD9A9EE44240

Hinderliter De Llamas & Associates
Tax and Fee Administration Services and Fees
Business License Tax and Fees
Town of Los Gatos

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. Remit revenue to Client no less than monthly.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   - 2.1. Client Responsibilities
     - 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
     - 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. **Operations Management Services**
   - 3.1. Fees for performing operations management Services shall be $17.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.

     4.1.1 One-time project implementation fee of $5,000.00.

   - 3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

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3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

3.5. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

3.6. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

4.1.2. ACH/eCheck processing - $1.25 per transaction

4.2. Client funded

4.2.1. Credit and debit card processing – 2.9% of transaction amount

4.2.2. ACH/eCheck processing - $0.50 per transaction

4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayer's account.

4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

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AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on 04/05/22 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and HdL Companies, ("Consultant"), whose address is 120 S. State College Blvd., Suite 200 Brea, CA 92821. This Agreement is made with reference to the following facts.

I. RECITALS

1.1 The Town desires to engage Consultant to provide business license tax consulting services.

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

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

II. AGREEMENTS

2.1 Scope of Services. Consultant shall provide services as described in that certain scope of services sent to the Town, which is hereby incorporated by reference and attached as Attachment 1.

2.2 Term and Time of Performance. This contract will remain in effect from 04/05/2022 to 01/31/23.

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

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

2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and

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the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement.

If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). Consultant warrants that the Software will perform in accordance with the Software's documentation.

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All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed $20,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

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

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

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

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

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

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

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

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

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III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than $1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

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

Town shall save, keep hold harmless and indemnify and defend the Consultant, its officers, 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 willful or negligent act or omission by the Town, or any of Town's officers, employees, or agents or any sub-consultant.

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.

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

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

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

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

Town of Los Gatos	HdL Companies
Attn: Town Clerk	120 S. State College Blvd.
110 E. Main Street	Suite 200
Los Gatos, CA 95030	Brea, CA 92821

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

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

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

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

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

Town of Los Gatos by:

DocuSigned by:
Laurel Prevetti 4/17/2022
853FEEA2EB39470...
Laurel Prevetti, Town Manager

Consultant, by:

DocuSigned by:
Robert Gray 4/12/2022
D4C8625578764 18...
Robert Gray

Recommended by:

DocuSigned by:
Stephen Conway 4/13/2022
BB783C2D2B2243B...
Stephen Conway, Finance Director

CIO
HdL Companies

Approved as to Form:

DocuSigned by:
Robert W. Schultz 4/16/2022
2FE0938555B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/18/2022
B9666F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk

DocuSign Envelope ID: 28C5120E-DCE7-4016-9B02-155715332E7C

ATTACHMENT 1
Tax and Fee Administration Services and Fees
Business License Tax Ordinance/Fee Study

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax ordinance/fee study.

1. **Current Tax Registry Analysis** - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

2. **Fee Analysis and Comparative Study** - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

3. **Modified Tax Structure Options** - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances." The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

FEES

4. Fees for performing operations management Services shall be a flat fee of $20,000.00 which shall be due within 30 days of Agreement execution.

4.1. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

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ATTACHMENT 1
Tax and Fee Administration Services and Fees
Business License Tax Ordinance/Fee Study

IN WITNESS WHEREOF, the parties hereto have entered into this Attachment 1, Scope of Work through their duly authorized representatives as of 4/17/2022, 2022.

CONSULTANT:

Hinderliter De Llamas and Associates (HdL)

DocuSigned by:
By: Robert Gray
D4C862557876418...
Its: CIO

CLIENT:

Town of Los Gatos, CA

DocuSigned by:
By: Laurel Prevetti
853FEEA2EB39470...
Its: Town Manager

DocuSigned by:
Robert W. Schultz
2FE0938555B744C...
Robert W. Schultz
Town Attorney

RESOLUTION NO._____

A Resolution of the Town Council of the Town of Los Gatos Authorizing Examination of Sales or Transactions and Use Tax Records

WHEREAS, pursuant to Ordinance Numbers 1645, 1603, 1131, 621 the Town of Los Gatos (Town) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 2274 Revenue and Taxation Code section 7270, the Town entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Town Council of the Town of Los Gatos deems it desirable and necessary for authorized officers, employees and representatives of the Town to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Town Manager, Assistant Town Manager, Town Attorney, Administrative Services Director, Finance Director, Finance and Accounting Manager, Accountant and Finance Analyst, Senior Finance Analyst, Community Development Director, Economic Vitality Manager, or other officer or employee of the Town designated in writing by the Town Manger to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the Town by the Department pursuant to the contract between the Town and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the Town:

(a) Budget
(b) Planning
(c) Economic Development
(d) Transportation Planning
(e) Business License

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter de Llamas & Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the Town by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the Town and the Hinderliter de Llamas & Associates:

a) has an existing contract with the Town to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales or transactions and use taxes by the Department pursuant to the contract between the Town and the Department and for those purposes relating to the governmental functions of the Town listed in section 2 of this resolution.

Section 5. That this resolution supercedes all prior resolutions of the Town Council of the Town of Los Gatos adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this_____day of_____ 20___.

ATTEST: (s) _____ (s) _____
Town Clerk Mayor

I, _____, Town Clerk of the Town of Los Gatos, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the Town Council of the Town of Los Gatos, at a regular meeting of said Council held on the _____ day of _____, 20___, by the following roll call vote:

Ayes: (Names of Councilmembers)

Noes: (Names of Councilmembers)

Absent: (Names of Councilmembers)

(s) _____
Town Clerk

RESOLUTION 2025-051

A Resolution of the City Council of the Town of Los Gatos Authorizing Examination of Sales or Transactions and Use Tax Records and Rescinding Resolution 2021-034

WHEREAS, pursuant to Resolution 2021-034 the Town of Los Gatos (Town) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Revenue and Taxation Code section 7270, the Town entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the Town Council of the Town of Los Gatos deems it desirable and necessary for authorized officers, employees and representatives of the Town to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the Town pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF LOS GATOS HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Town Manager, Assistant Town Manager, Town Attorney, Finance Director, Finance and Accounting Manager, Accountant and Finance Analyst, Senior Finance Analyst, Community Development Director, Economic Vitality Manager or other officer or employee of the Town designated in writing by the Town Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the Town with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the Town by the Department pursuant to the contract between the Town and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

(a) Budget
(b) Planning
(c) Economic Development
(d) Transportation Planning

(e) Business License

The information obtained by examination of Department records shall be used only for those governmental functions of the Town listed above.

Section 3. That Hinderliter de Llamas & Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the Town by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the Town and Hinderliter de Llamas & Associates:

a) has an existing contract with the Town to examine those sales or transactions and use tax records;

b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.

c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of Town sales or transactions and use taxes by the Department pursuant to the contract between the Town and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

Section 5. That this resolution supersedes all prior resolutions of the Town Council of the Town of Los Gatos adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this 7th day of October 2025.

ATTEST: (s) _____ (s) _____
Town Clerk Mayor

I, Wendy Wood, Town Clerk of the Town of Los Gatos, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the Town Council of the Town of Los Gatos at a regular meeting of said Council held on the 7th day of October, 2025, by the following roll call vote:

Ayes: Maria Ristow, Rob Rennie, Rob Moore, Mary Badame, Mayor Matthew Hudes

Noes: None

Absent: None

(s) _____
Town Clerk

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 15

DATE: October 21, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Authorize a Revenue and Expenditure Budget Adjustment in the Amount of $9,500.00 from the Town's Public Art Fund for the Forbes Mill Footbridge Children's Art for Fiscal Year 2025-26**

RECOMMENDATION: Authorize a revenue and expenditure budget adjustment in the amount of $9,500.00 from the Town's Public Art Fund for the Forbes Mill Footbridge Children's Art for fiscal year 2025-26.

FISCAL IMPACT:

An expenditure budget adjustment of $9,500.00 from the available Town's Public Art Fund will cover the cost of the panels and installations. The current balance of the Public Art Fund is $24,328.

STRATEGIC PRIORITY:

Indirect nexus to "Ensure all residents and visitors feel a sense of belonging in Los Gatos, maintaining and enhancing the Town as a welcoming, family-oriented, safe, and inclusive community."

BACKGROUND:

The Town's Public Art Fund was established by Council in May of 2021 with Ordinance 2318, which added Chapter 25, Article VII "Public Art Funding" to the Town's Municipal Code. This requires new private development projects to place public artwork on-site valued at 1% of building value, or if desired by the developer, to pay that amount into the Town's Public Art Fund in lieu of placing public artwork on-site. In lieu funds may only be used for public art projects.

PREPARED BY: Ryan Baker
Library Director

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

The Forbes Mill Footbridge Children's Art is a public art project that was originally coordinated by the Arts and Culture Commission (ACC). Los Gatos Saratoga Recreation (LGSRec) partnered with the Town for the project in 2011 due to Town capacity issues related to dissolving the Town's Recreation Department. LGSRec currently produces three separate week-long Footbridge Art summer camp programs as part of their summer activity calendar for children. LGSRec subcontracts with other vendors to conduct the program on their behalf. This program produces approximately 40-45 children's artworks for the Town's use. The Town then contracts directly with a photographer to digitalize the artworks and a vinyl sign printer/installer for final installation. Each year approximately 40-45 older panels are removed to be replaced with new ones.

DISCUSSION:

Funding for the photographer, the vinyl printing, and final installation were previously part of the Town's Capital Improvement Budget (CIP) included under "Town Beautification" CIP number 821-2002. This project was categorized as Tier Two in the adopted Fiscal Year 2025-26 CIP Budget. As a result, there is no funding allocated for the project. This places the Forbes' Mill Footbridge Children's Art project on hiatus for the foreseeable future.

While the project was ultimately not included in the adopted FY 2025–26 CIP budget, coordination with project partners and contractors had already advanced under the understanding that the program would proceed as in prior years. Unfortunately, the potential for the project's deferral was not communicated early enough to allow for an orderly pause, and preparatory work had already commenced. Considering these circumstances, proceeding with the project this fiscal year is recommended to uphold the Town's professional obligations, maintain positive working relationships with partners, and preserve the continuity of this longstanding community program.

Town staff therefore recommends closing out this final project year by utilizing the Town's Public Art Fund to cover the expenses for Fiscal Year 2025–26. This approach ensures that the project can be completed without impact on either the General Fund or the CIP Budget. All participating partners and contractors have been notified that, following this fiscal year, the project will be placed on hiatus pending future funding considerations.

Per the conditions of the Ordinance, the ACC must make the determination that the project meets the definition of Public Art and meets the requirements as a qualifying expenditure of Public Art funds. The ACC made the determination at their meeting on November 19, 2025, that the Forbes Mill Footbridge Children's Art is Public Art that it qualifies for use of Public Art funds.

COORDINATION:

This item was coordinated between the Library, PPW, Finance, and the ACC.

ENVIRONMENTAL ASSESSMENT:

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

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 16

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution Modifying the Hours of Enforcement for Passenger Loading Zones on East Main Street Adjacent to Los Gatos High School**

RECOMMENDATION: Adopt a resolution amending the hours of operation for 10-minute passenger loading zones on East Main Street to 7:30 a.m. – 8:30 a.m. and 2:00 p.m. – 3:00 p.m. on school days.

FISCAL IMPACT:

This action will require the replacement and/or updating of certain signage related to parking along East Main Street near the High School. The cost of the updated signs and labor for installation is expected to be approximately $800 and will be paid from the Parks and Public Works Operating Budget Streets and Signals Program (1115401).

STRATEGIC PRIORITY:

This action supports the strategic priority of managing downtown parking to make it easy for residents and visitors to access and locate, as well as supporting the core goal of Quality Public Infrastructure.

BACKGROUND:

Downtown Parking Management Plan

On December 17, 2001, the Town Council adopted Resolution No. 2001-145 (Attachment 1), which formally approved the Downtown Parking Management Plan (Plan). The Plan provided recommendations regarding parking time limits, exemptions, and the days and hours of

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

enforcement for public parking in Downtown and in areas near Los Gatos High School (LGHS). This area more recently was named the Olive Zone.

The Plan identified off-site student parking from LGHS as a potential concern affecting parking availability for nearby businesses and residential neighborhoods. To address this, the Plan recommended ninety (90) minute time limits for public parking areas east of Pageant Street, enforced from 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.

The shorter time limit near the high school, compared to the two (2) hour limit recommended for public parking west of Pageant Street and in Downtown, was intended to discourage student parking and promote regular turnover, ensuring more efficient use of public parking spaces around the school.

The 2001 Plan identified the Park Avenue lot as a location for unlimited parking with no time restrictions.

East Main Street Passenger Loading Zones

Passenger loading restrictions are currently enforced on the north and south sides of East Main Street, between Chicago Avenue and High School Court, from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 4:00 p.m. on school days only (excluding school holidays). These regulations help to prioritize LGHS student drop-off and pick-up and were initially established according to the school's bell schedule.

During the posted passenger loading periods, parking is limited to ten (10) minutes. Outside of the passenger loading hours, the ninety (90) minute parking time limit is enforced.

Restated Parking Regulations Downtown and in the Olive Zone

On March 5, 2025, the Town Council adopted Resolution No. 2025-007 (Attachment 2), which restated current restrictions in parking areas in Downtown and the Olive Zone, including the time-limited parking on East Main Street. Passenger loading zone hours nor restrictions on East Main Street were not adjusted by Resolution No. 2025-007.

In this resolution, the Park Avenue Parking lot was retained for unlimited parking, with some spaces identified for employee parking.

DISCUSSION:

Los Gatos High School Student Drop-off and Pick-up

Following the establishment of the current passenger loading hours on East Main Street, the LGHS bell schedule was modified in response to California Senate Bill 328, which mandates that high schools begin classes no earlier than 8:30 am. As a result, there is now a substantial gap between the start of the passenger loading restrictions (7:00 am) and the start of classes (8:30 am). Based on field observations, staff have determined that a one (1) hour morning passenger loading period would sufficiently accommodate most student drop-off activity while allowing nearby businesses greater access to public parking during early morning hours.

Similarly, staff observations indicate that the current afternoon passenger loading period of 2:00 pm to 4:00 pm exceeds the time needed for student pick-up. Under the current bell schedule, fifth and sixth periods end at 2:20 pm and 2:25 pm, respectively, on alternating days. A seventh period, which not all students attend, ends at 3:55 p.m. on alternating days. Staff have concluded that a one (1) hour afternoon passenger loading period would effectively accommodate most student pick-up activity.

Over the past several months, Town staff have worked closely with LGHS staff to address public feedback regarding East Main Street passenger loading restrictions. Following these discussions, the LGHS administration has expressed support for the proposed adjustments. Therefore, staff recommend revising the hours of enforcement to 7:30 am to 8:30 am and 2:00 pm to 3:00 pm on school days only. The proposed resolution (Attachment 3) would adopt this proposed change.

If approved, staff will communicate with the high school leadership so they can notify parents and students. Staff will update the loading zone signage in front of the high school before January 5, 2026, so enforcement can begin with the return from the holiday break. This enforcement schedule has been coordinated with the Los Gatos Monte Sereno Police Department Traffic Sergeant.

Time-Limited Parking Near Los Gatos High School

Staff have received feedback from adjacent businesses indicating that the current ninety (90) minute parking limits on East Main Street are too restrictive. In response, staff have discussed at length the potential impact of extending the parking time limit on East Main Street, east of Pageant Street, to two (2) hours between 9:00 am and 6:00 pm, Monday through Saturday, excluding holidays. If considered, staff recommend that this change be made for all areas in the Olive Zone for ease of management and enforcement.

This extended time limit would provide customers with more time to visit nearby businesses and align more closely with existing parking regulations in nearby areas. For example, the portion of East Main Street west of Pageant Street allows two (2) hour parking between 9:00 am and 6:00 pm, Monday through Saturday, excluding holidays.

However, staff believes that extending the time limit may have unintended effects on on-street parking availability due to potential increases in Los Gatos High School (LGHS) student parking using the two-hour spaces and reduced parking turnover in the area. In addition, the change would introduce a Saturday time limit in the Olive Zone where none currently exists, which may adversely impact the businesses in this location.

Staff are currently analyzing parking occupancy data from a recent study to develop recommendations for updated parking time limits and enforcement hours. These recommendations will take a comprehensive approach to managing parking in Downtown, the Olive Zone, and areas adjacent to Los Gatos High School. Once the analysis is complete, staff anticipate presenting findings and recommendations to the Town Council in Spring 2026.

For these two reasons, staff is not recommending a change to the time limits for on-street parking near the high school at this time.

CONCLUSION:

Staff recommend adopting a resolution to adjust the hours of 10-minute passenger loading parking restrictions on East Main Street in front of the Los Gatos High School to 7:30 am to 8:30 am and from 2:00 pm to 3:00 pm on school days, except school holidays.

COORDINATION:

This staff report was coordinated with the Town's Parking Consultant, DIXON Resources Unlimited, and with the Los Gatos Saratoga Union School District, the Economic Vitality Manager, and the Los Gatos Monte Sereno Police Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. Resolution 2001-145
2. Resolution 2025-007
3. Draft Resolution with Exhibit A – Map of Street Passenger Loading Zones

RESOLUTION 2001 - 145

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS IMPLEMENTING A DOWNTOWN PARKING MANAGEMENT PLAN WHICH ESTABLISHES SPECIFIED TIME LIMITS, A RESIDENTIAL PERMIT PROGRAM, AN EMPLOYEE PERMIT SYSTEM, SETS PERMIT FEES AND FINES FOR PARKING VIOLATIONS, AND RESCINDING PRIOR RESOLUTIONS IN CONFLICT HEREWITH

THE TOWN COUNCIL OF THE TOWN OF LOS GATOS HEREBY RESOLVES:

WHEREAS, the Town of Los Gatos recognizes there is a thriving historic downtown business district, and

WHEREAS, the continued success of the historic downtown business district is dependent on sufficient parking for customers, employees, business owners, and visitors, and

WHEREAS, there is a perception that there is a shortage of parking for visitors, customers, employees and business owners, and

WHEREAS, this is causing problems in the surrounding residential areas, and

WHEREAS, it is becoming increasingly challenging to meet the parking demand for both the downtown historic business district as well as the surrounding neighborhoods, and

WHEREAS, as a result of the above existing conditions the Town entered into an agreement with Kaku and Associates to develop a long term Parking Management Plan, and

WHEREAS, Kaku and Associates has submitted a long term Parking Management Plan (Exhibit A) which benefit is to meet the parking demand for both the Downtown Historic Business District as well as the surrounding neighborhoods, and

WHEREAS, Pursuant to Town Code Section 15.40.080 which authorizes that by resolution the Town Council may establish preferential parking zones, as well as California Vehicle Code Section 22507, which authorizes local regulation of parking prohibition during certain hours,

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos in the County of Santa Clara, State of California, adopt Exhibit A attached hereto.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17th day of December, 2001 by the following vote:

COUNCIL MEMBERS:

AYES: Steven Blanton, Sandy Decker, Steve Glickman, Joe Pirzynski, Mayor Randy Attaway.

NAYS: None

ABSENT: None

ABSTAIN: None

SIGNED: /s/ Randy Attaway
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

/s/ Marian V. Cosgrove
CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

TOWN OF LOS GATOS
DOWNTOWN PARKING MANAGEMENT PLAN

December 17, 2001

Exhibit A

DOWNTOWN PARKING MANAGEMENT PLAN

Overview Summary

The charm and unique character of downtown Los Gatos draws large numbers of people who enjoy the shopping, entertainment and recreational opportunities offered in the community. This popularity causes high levels of vehicle traffic and parking congestion throughout the downtown district and in the adjacent residential neighborhoods. The parking congestion is brought on by a number of factors: a vibrant business district, excellent employment opportunities, popular recreational trail system, and a variety of outstanding restaurants and entertainment facilities to name just a few. In addition, many of the homes in the surrounding residential areas do not have off street parking which necessitates that residents park their vehicles on the public streets. As a result, members of the community have expressed a strong desire for the Town to adopt a new parking management plan which will ease the demand on the current parking inventory in the core downtown business district and to provide reasonable protection in the adjacent residential neighborhoods.

The challenge of addressing these competing needs is complex and requires the shared participation of residents, business owners, employees and visitors. The following parking management plan brings together elements that include, but are not limited to, residential permits, employee permit program, time limits in public lots and on the public streets, and designated enforcement zones.

Parking Management

This plan establishes a parking management system that is designed to make better use of the current parking inventory through time restrictions, permit parking, and enhanced enforcement. The parking resources on the public streets and in the public lots are a limited resource. Therefore, the cost of providing special permit privileges in the residential areas and of providing special employee parking is designed to be equitable, with the cost of implementing the program shared by those who receive the benefits. In addition, the ease and frequency of violating the regulations designed to provide access to the businesses in the downtown has been an on-going problem. This plan is designed to minimize the opportunity to ignore the parking regulations and includes penalties designed to motivate compliance.

(See attached map of entire Downtown Parking District–Attachment 1)

On-Street Parking in the Downtown Commercial District

West of Pageant Street

In reviewing the operation of the Town's current on-street program, it is apparent that the time restricted parking in the commercial area west of Pageant is ineffective because there is not a managed system for encouraging employees to use the long term parking provided in outlying areas. As a result, the relatively large number of visitors and employees seeking convenient parking frequently spills over into the residential areas surrounding the downtown. Therefore, all public streets and lots in the core downtown commercial area will be converted to a zone system of enforcement with two (2) hour time restrictions on the streets and three (3) hour restrictions in the lots to provide a reasonable amount of time to shop or dine, and to encourage turnover. These parking spaces are considered prime spots due to the fact that they are immediately adjacent and the most convenient to the core business district.

Enhanced enforcement similar to the system used by other cities will be used as a means to manage the on-street program. Features will include the following elements:

- Two (2) hour maximum street parking per zone between the hours 9:00 a.m. and 9:00 p.m.
- Six (6) zones have been created to facilitate this program. A vehicle may only park once per day in a zone during the hours of enforcement
- No time restriction after 9:00 p.m. on the non-residential public streets and the public lots
- Residential permits are not valid in any public lot or on any public street outside the designated residential zone
- Days of enforcement will be six (6) days per week, except Sundays and holidays
- Time limit violations for non-residential public street and public lot violations will be $35.00
- Residential permit areas will allow two (2) hour parking without a permit from 9 a.m. to 6 p.m. and will be enforced 7 days per week
- Residential time and permit violations will be $45.00

Parking spaces located in front of the Post Office on Montebello will remain 30 minutes and will not be included in the zone enforcement.

Loading zones and short term 30 minute spaces will be distributed throughout the downtown area and will not be included in the zone enforcement. Staff will monitor this resource at the start of the program for compliance and any needed expansion will be submitted for review by the Parking Commission.

(See attached map of the area–Attachment 2)

East of Pageant Street

The public streets in the business and residential areas east of Pageant Street are primarily impacted by the large number of students from Los Gatos High School who choose to park their vehicles off campus. In addition, a new hotel under construction across the street from the high school, the presence of the Recreation District, services provided to senior citizens at the Neighborhood Center, the Town Library, and Civic Center all add to the impact on the limited parking resources. To mitigate this problem, the following parking management elements will be implemented:

- 90 minute maximum parking on non-residential public streets and public lots within the zone between the hours 7:00 a.m. and 4:00 p.m.
- No time restriction after 4:00 p.m.
- Days of enforcement will be Monday through Friday, except holidays
- Residential permit areas will allow 90 minute parking without a permit from 9 a.m. to 6 p.m. and will be enforced 7 days per week
- Residential permits are not valid in any public lot or on any public street outside the designated residential zone
- Employee permits will allow unlimited parking in designated areas
- Time limit violations on non-residential public streets and public lots will have a fine of $35.00
- Residential time limit and permit violations will have a fine of $45.00

(See attached map of the area–Attachment 3)

Off-Street Public Lots

The long term public lots are the most under-used parking resource within the business district. The zone concept used in conjunction with employee permits and enhanced enforcement will eliminate the current practice of:

- All day parking with the user coming out once or twice a day and moving the vehicle or removing the enforcement chalk from the tire
- Overflow parking in the residential areas when the main streets are at full occupancy

Zoned time parking in all the surface lots will use the same format as on street parking with a few modifications:

- Lots 1, 2, 3 & 6, three (3) hour time limit per zone, except with employee permit in designated areas
- Upper Lot 4, three (3) hour time limit per zone
- Lower Lot 4, three (3) hour time limit per zone, except with premium employee permits
- Lot 5 will be three (3) hour time limit, with no employee permits allowed
- Hours of enforcement will be 9:00 a.m. to 9:00 p.m.
- Days of enforcement six (6) days per week, except Sundays and holidays
- Designated lots/spaces will allow unlimited employee permit parking
- Lot 8, 90 minute time limit from 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays
- The fine for all off-street time and permit violations will be $35.00

(See attached map of the affected lots that also shows the employee parking area–Attachment 4)

Residential Zones

This plan includes three residential areas that will be referred to as the Almond Grove, Edelen, and Eastside. The Almond Grove and Edelen areas are adjacent to the main downtown area. The Eastside area is adjacent to Los Gatos High School. Because of the unique factors affecting these areas, time limits and enforcement hours have been designed to accommodate the needs of the areas.

There are a number of issues that factor into the residential component:

1. Six churches that are located in the downtown and residential areas
2. The proximity of the downtown to the residential area
3. Businesses located in residential areas
4. Employees parking all day in the residential neighborhoods
5. Limited on-site parking at Los Gatos High School
6. A relatively large new hotel is being built across the street from the high school

The above issues are cause for parking concerns especially by the residents who live in the affected areas. The streets are public and can be used by anyone, but homeowners and their guests should be able to park near their respective dwellings.

The residential zones will be restricted to residential permit parking only, with 2 hour non-permit parking allowed in the Almond Grove and Edelen areas and 90 minute non-permit parking allowed in the Eastside area between 9:00 a.m. and 6:00 p.m., except Sunday and holidays. Enforcement of residential permits will be seven (7) days per week including holidays.

Residential Permits will be sold to residents living in these residential zones at a cost of $25.00 per vehicle. Each residence would be eligible for two (2) guest passes free of charge after the purchase of one permit. Residents will have to provide proof of residency before a permit is issued. A $10 fee will be charged to replace lost visitor permits. Damaged permits will be replaced free of charge if the damaged permit is returned. Additional one (1) day guest passes will also be available for special events such as parties at a non-refundable fee of $5 for the first permit and $1 for each additional permit. Guest passes are for temporary use only and are not valid for permanent parking.

Permits for the residential areas will have a unique designation in the same fashion as is currently done. Using different residential area designations gives the residential permit program more control. Permits for one area are not valid in other residential areas. Each area will have separate renewal dates for better administrative service.

The following residential streets will be included within the on-street residential permit/time zone parking component:

West of Pageant

Residential area known as Almond Grove

Two (2) hour parking 9:00 a.m. to 6:00 p.m. except by residential permit and parking by residential permit only from 6:00 p.m. to 9:00 a.m. seven days a week (unless otherwise stated or where other parking restrictions apply).

West Main Street: From 222 W. Main St. on the north side and the west property line of the Village Inn on the south side of Main St. to Bayview Avenue.

Bean Avenue: On the North side only of Bean Ave. from 212 Bean at Victory Lane to Wilder.

Nicholson Avenue: On the North side only of Nicholson Ave. from Victory Lane to Wilder and on both sides from Wilder Avenue to the alley.

Bachman Avenue: From 222 Bachman on the North side and 211 on the South side to Massol Avenue.

Almendra Avenue: From 216 Almendra on the North side and 231 on the South side to Massol Avenue.

Wilder Avenue: From Bean to Bachman on both sides of the street.

Tait Avenue: From Nicholson Avenue on both sides of the street to the south property lines of the Shell station and the Diner restaurant which are at Highway 9.

Broadway Avenue: From 25 Broadway on the south side and 30 Broadway on the north side to Bayview Avenue. Broadway will have unique restrictions from the rest of the Almond Grove because of a Church located in the neighborhood. The restrictions will be 2 hour parking 9:00 a.m. to 6:00 p.m. except with residential permit on weekdays. There will be no daytime restrictions on Saturday and Sunday to accommodate the needs of the Church. Seven (7) days per week from 6:00 p.m. to 9:00 a.m. will be by residential permit only.

Residential area known as Edelen

Two (2) hour parking 9:00 a.m. to 6:00 p.m. except by residential permit and parking by residential permit only from 6:00 p.m. to 9:00 a.m. seven days a week (unless otherwise stated or where other parking restrictions apply).

Edelen Avenue: On both sides of the street from Miles Avenue to Bentley Avenue.

Miles Avenue: On both sides of the street from University Avenue to the Los Gatos Creek bridge.

Bentley Avenue: On both sides of the street from University Avenue to Edelen Avenue.

Mullen Avenue: Parking on the North side of Mullen Avenue between University Avenue to 64 Mullen Avenue will be 2 hour parking 9:00 a.m. to 9:00 p.m. with no restrictions after 9:00 p.m. From 64 Mullen to Edelen Avenue will be 2 hour parking 9:00 a.m. to 6:00 p.m. except by Residential Permit and from 6:00 p.m. to 9:00 a.m. by Residential Permit only.

The 100 block of Edelen Avenue from Miles Avenue south to Mullen Avenue will remain 24 hour permit parking by residential permit only because the roadway is a dead end street with no turn around.

East of Pageant

Residential area known as Eastside

90 minute parking 9:00 a.m. to 6:00 p.m. except by residential permit and parking by residential permit only from 6:00 p.m. to 9:00 a.m. seven days a week (unless otherwise stated or where other parking restrictions apply).

New York Avenue: On both sides of the street from Pleasant to the beginning of Bella Vista Avenue.

Bella Vista Avenue: On both sides of the street from New York Avenue to Charles. (No Parking signs will be added to both sides of the road at the curve where Bella Vista meets New York Avenue because the road is too narrow to allow safe parking).

The fines for residential zone parking violations are higher than the public street and public lot violations to further discourage encroachment into the residential neighborhoods. The fines will be $45.00 for time and permit violations, and $100.00 for the fraudulent use of any permit and the revocation of the permit for one (1) year.

(See attached map that shows the residential zones–Attachment 5)

Employee Permit Program

Currently there are limited incentives to encourage employees who work in the business district to park all day in the long term lots. The preferred option appears to be moving the vehicle from space to space within the prime parking areas to comply with time restrictions, removing the chalk marks to avoid a citation or parking in the residential neighborhoods. The implementation of parking zones combined with the use of employee permits and enhanced enforcement will mitigate this problem.

Each employee of the downtown business area will be eligible to purchase an employee parking permit. These permits will allow the user to park all day in designated surface lots without being subject to the time limits.

All designated employee areas will still be available to all vehicles. The permits will exempt the vehicle from the time limitations.

These permits will be sold on a monthly and annual basis depending on the user's needs and will be sold on a first come first serve basis:

1. Premium Permits - Lower Lot 4 Employee Permits - $35.00 per month or $300.00 annually
2. Standard Permits - which would include all other designated employee parking areas in Lots 1,2,3, & 6 - $25.00 per month or $200.00 annually

(See attached map of affected area–Attachment 6)

Free Unlimited Parking

Free unlimited parking will be available to employees who do not wish to purchase permits and to visitors who wish to park for periods longer than 3 hours in the Park and Ride lot on the north side of Highway 9, the Miles/Balzer Park lot off of Miles Avenue, Lot 7 off of Park Avenue south of Main Street, and the new public lot leased from Verizon off of Montebello Ave.

Table of Parking Restrictions, Fines and Permit Fees

PUBLIC STREET AND PUBLIC LOT TIME ZONES

Location	Time Restrictions
Public streets-west of Pageant	2 hours per zone 9:00 a.m. - 9:00 p.m. except Sundays and holidays
Public streets-east of Pageant	90 Minute limit 7:00 a.m. - 4:00 p.m. Monday through Friday, except holidays
Public lots 1, 2, 3, 4, 5 & 6	3 hours per zone 9:00 a.m. – 9:00 p.m. except Sundays and holidays
Public lot 8	90 Minute limit 7:00 a.m. – 4:00 p.m. except Sundays and holidays

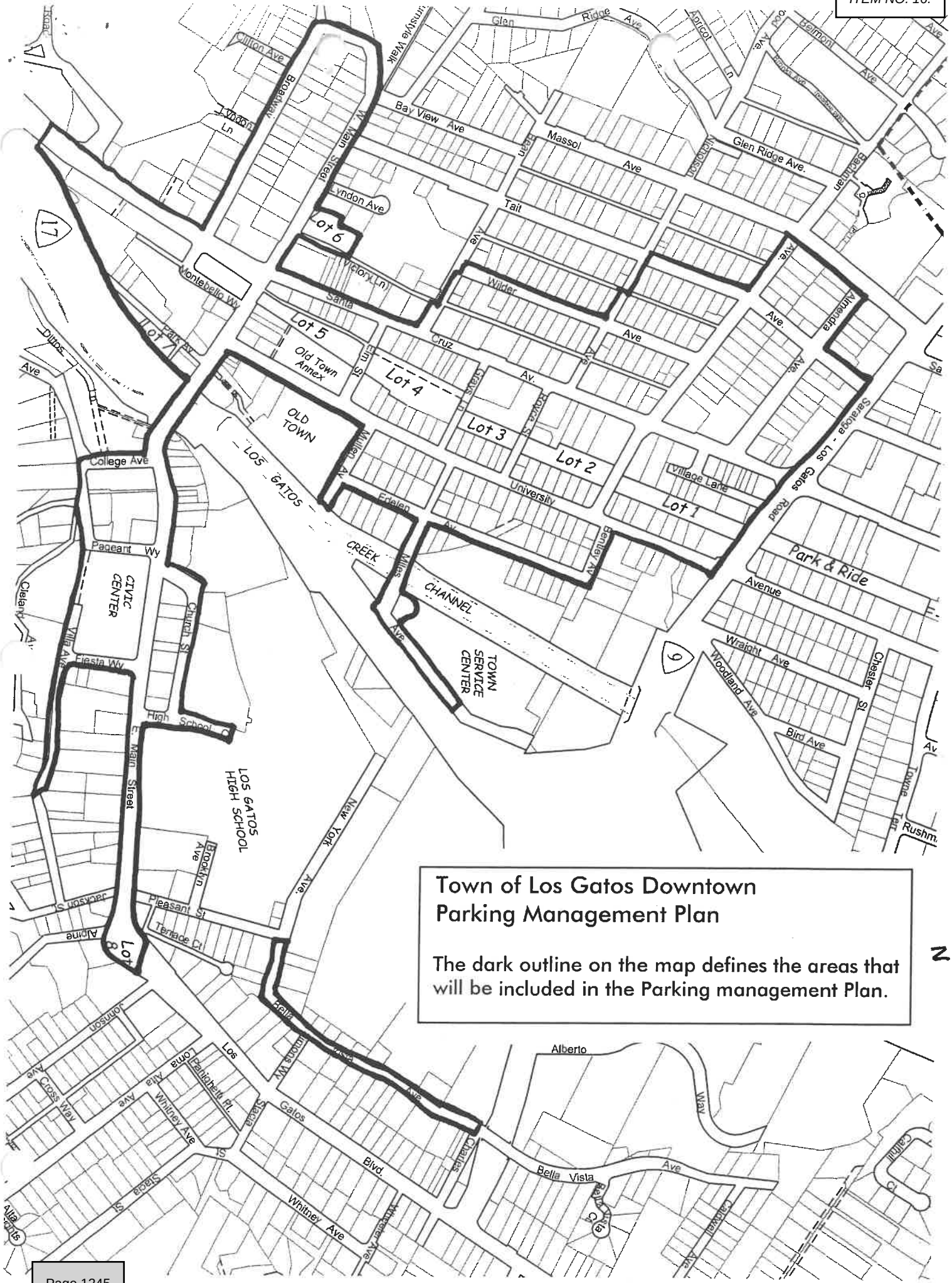
FINES

Violation	Fee	Late Fee
Timed Parking	$35.00	$17.50
Residential Permit Violation	$45.00	$22.50
Fraudulent use of permits	$100.00	$50.00

PERMIT FEES

Permit Type	Fee
Residential Permit (2 Guest permits)	$25.00
Lost guest permit replacement	$10.00
One (1) day guest permit	$ 5.00 for 1st permit, $1.00 for ea. additional permit
Standard Employee Permit	$25.00 per month or $200.00 per year
Premium Employee Permit	$35.00 per month or $300.00 per year

December 12, 2001


Town of Los Gatos Downtown
Parking Management Plan
The dark outline on the map defines the areas that will be included in the Parking management Plan.
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
OLD TOWN
LOS GATOS CREEK
CHANNEL
CIVIC CENTER
TOWN SERVICE CENTER
LOS GATOS HIGH SCHOOL
Park & Ride
Avenue
College Ave
Pageant Wy
Fiesta Wy
Church St
High School Ct
E. Main Street
New York Ave
Pleasant St
Terrace Ct
Jackson St
Alpine
Brockton Ave
Johnson
Cross Way
Whitney Ave
Blossom Hill Rd.
Los Gatos Blvd.
Alberto Way
Bella Vista Ave
Bella Vista Ct
Carlton Ct
Caldwell Ave
Shannon Ave
Bird Ave
Woodland Ave
Wright Ave
Chester St
Towne Terr
Rushm
Village Lane
University
Edelen Av
Wilder
Cruz
Santa
Victory Ln
Lyndon Ave
Tait
Massol Ave
Glen Ridge Ave.
Bay View Ave
Glen Ridge Ave
Broadway
Clifton Ave
Windsor Ln
Montebello Wy
Park Av
Dittos Ave
Almendra Ave.
Saratoga - Los Gatos Road
Belmont Ave
Apricot Ln
Ridge Ave
Glen
Main Street
Bachman
Nicholson
Hoover St
Miller Av
Bennett Av
Lincoln Av
Orchard Ln
Cleaves Av
Cleaves
Moore Wy
Braiti
Los Gatos Blvd.
Whitney Ave
Shannon Ave
Stage St
Stage Rd
Onia Ave
Alta Ave
Johnson
Cross Way
Whitney Ave
Alberto Way
Bella Vista Ave
Caldwell Ave
Carlton Ct
Alpine
Jackson St
Brockton Ave
Pleasant St
Terrace Ct
New York Ave
E. Main Street
High School Ct
Church St
Fiesta Wy
Villa Ave
Pageant Wy
College Ave
Dittos Ave
Park Av
Montebello Wy
Windsor Ln
Broadway
Clifton Ave
Lyndon Ave
Victory Ln
Santa
Wilder
Cruz
Tait
Massol Ave
Glen Ridge Ave.
Bay View Ave
Glen
Ridge Ave
Belmont Ave
Apricot Ln
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Saratoga - Los Gatos Road
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Lincoln Av
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Main Street
Old Town Annex
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Avenue
Bird Ave
Woodland Ave
Wright Ave
Chester St
Towne Terr
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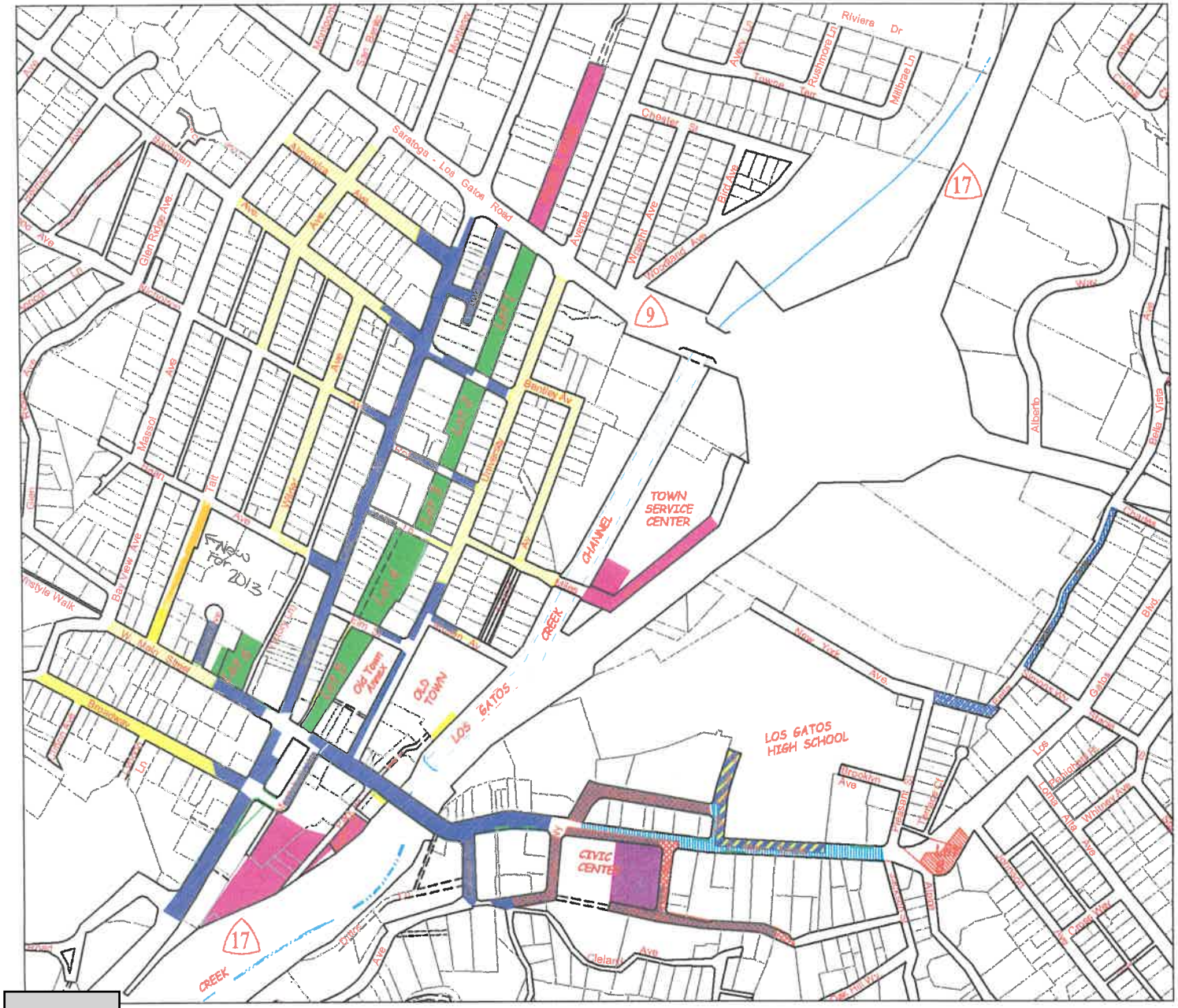


Employee Permit Parking

- EW = Employee Permit West
- EE = Employee Permit East (TE Permit Allowed)
- PE = Premium Employee Permit (Lower Level)
- TE = Town Employee Permit
- LGHS = Los Gatos High School Permit

Public Parking Lots Lots 1, 2, 3, 4, 5, & 6. (See lot 8)

- 3 Hour Parking 9:00a.m. to 9:00p.m. except Sundays & Holidays. Except by Employee Permit. No overnight parking 3:00a.m. to 5:00a.m.
- Lot 8 - 90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday except Holidays. No overnight parking 3:00a.m. to 5:00a.m.

Five Daily Lots Town Parking

- No overnight parking 3:00a.m. to 5:00a.m.
  Park & Ride Lot (Needs to be renamed)
  Miles Avenue Lot
  Verizon/Post Office Lot
  Lot (7) Seven

Public Streets/Non Residential
East Main Street Zone

- 90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except Holidays.
- 90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except by "Designated" Employee Permit, and Except Holidays. (Includes Town Employee Permit)

Civic Center Lot

- 90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except Holidays and Except by Town Employee Permit. (Does not include other employee permits.)

Los Gatos High School Permit Parking

- Parking by LGHS Permit Only from 7:00a.m. to 4:00p.m. Monday through Friday when school is in session. Except Holidays and when school is not in session.

ZONES

- Gold Zone - Almond Grove Residential Area
- Blue Zone - Elelan Residential Area
- Purple Zone - Business Zone 1
- Green Zone - Business Zone 2
- Cyan Zone - Business Zone 3
- Red Zone - East Business and Residential Area

Residential Preferential Parking Permit Areas (Almond Grove & Elelan)

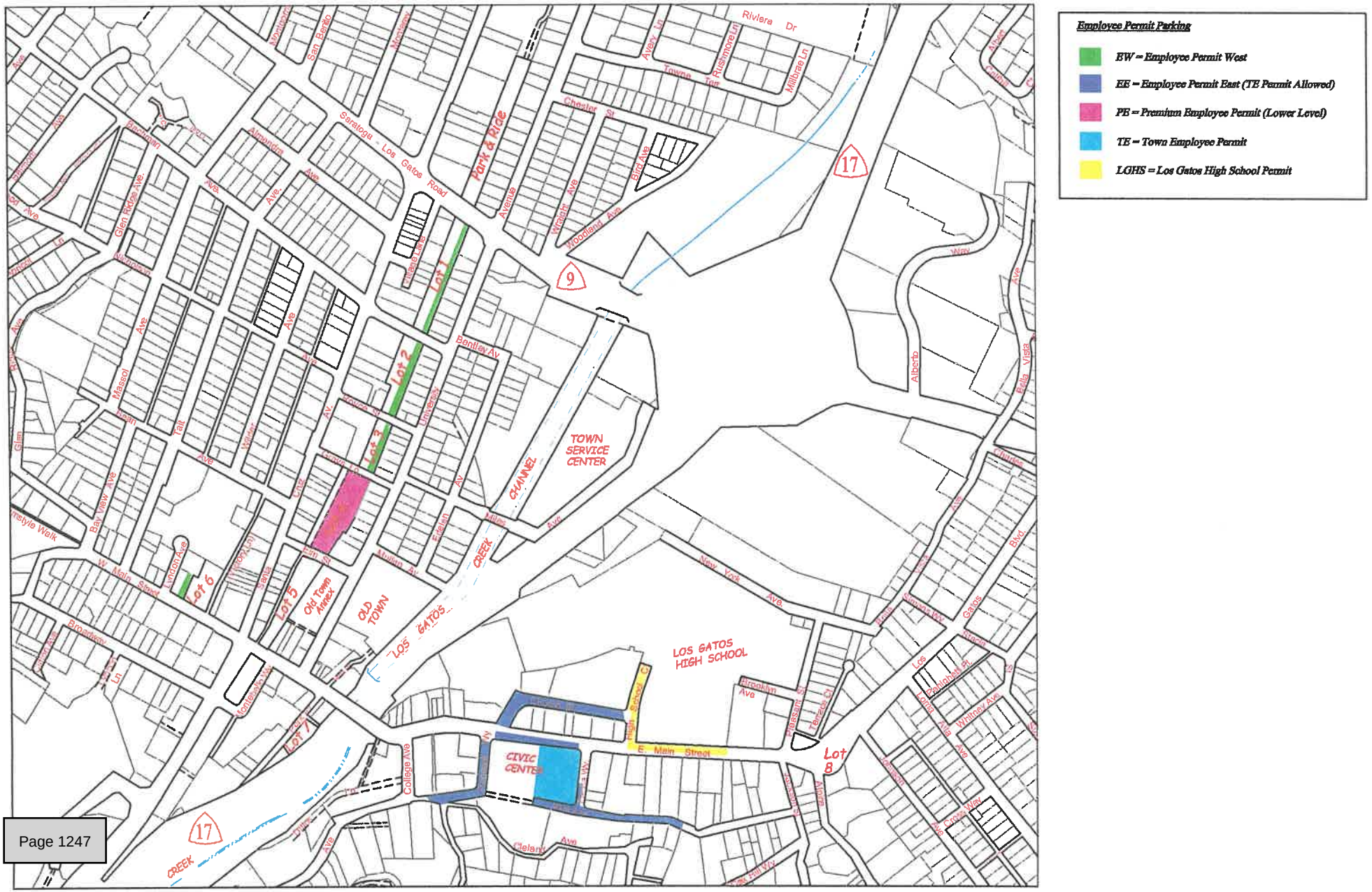
- 2 Hour Parking 9:00a.m. to 6:00p.m. except by residential permit and parking by residential permit only from 6:00p.m. to 9:00a.m. seven days a week (unless otherwise stated or where other parking restrictions apply)
- Broadway Avenue (See exception)
- 100 block of Elelan Avenue (See exception)

Residential Preferential Permit Parking (East Main Street Residential Area)

- 90 Minute Parking 9:00a.m. to 6:00p.m. except by residential permit, and parking by residential permit only from 6:00p.m. to 9:00a.m. seven days a week.

Public Streets/Non-Residential

- 2 Hour Parking 9:00a.m. to 9:00p.m. except Sundays & Holidays
- 30 Minute Parking Zones
- No Parking Zones
- Loading Zone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Bentley Av
E. Main Street
W. Main Street
College Ave
Clelane Ave
Riviera Dr
Chester St
Bird Ave
Woodland Ave
Alberto
New York Ave
Brooklyn Ave
Whitney Ave
Los Gatos Blvd
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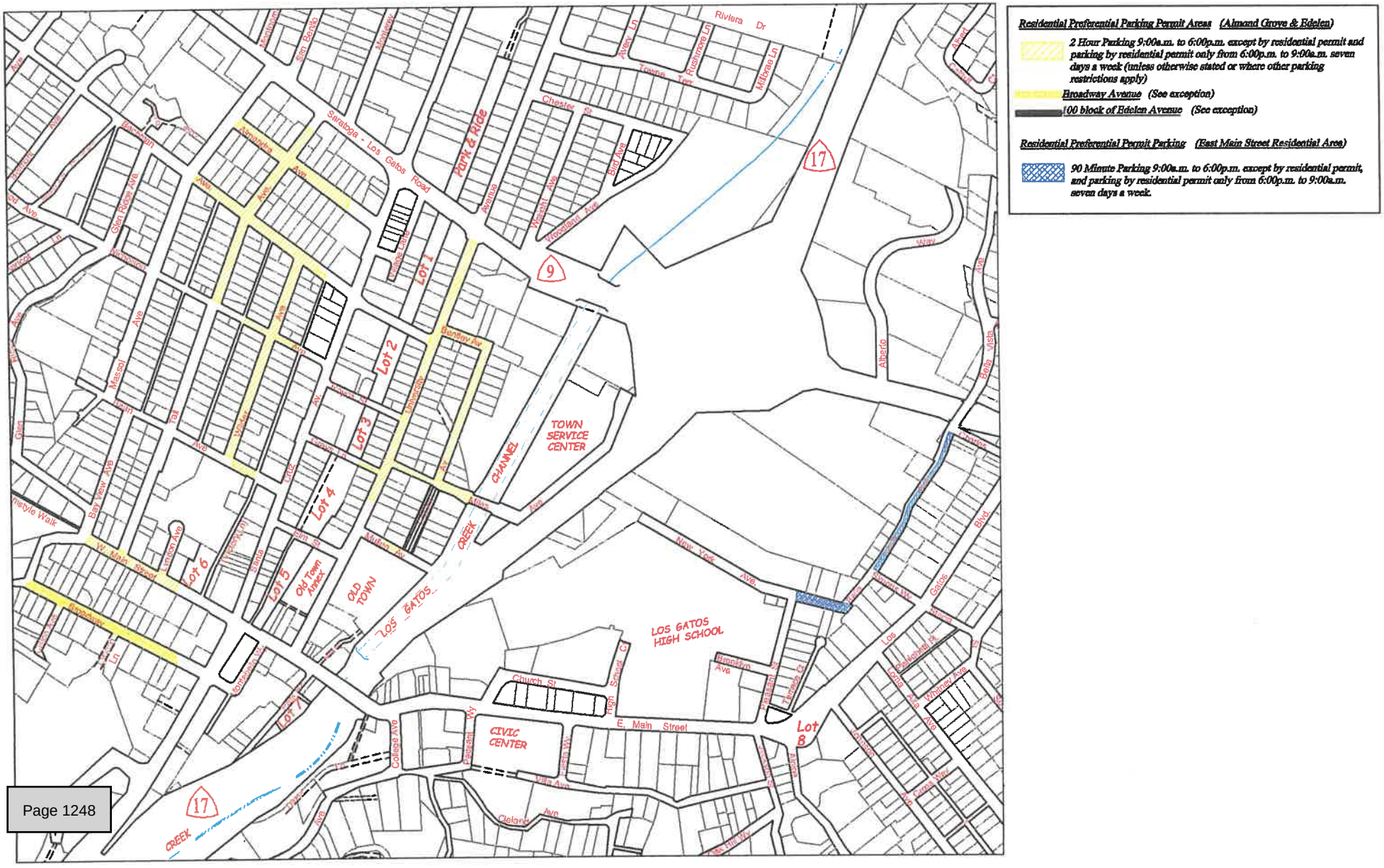
Residential Preferential Parking Permit Areas (Almond Grove & Edelen)
2 Hour Parking 9:00a.m. to 6:00p.m. except by residential permit and parking by residential permit only from 6:00p.m. to 9:00a.m. seven days a week (unless otherwise stated or where other parking restrictions apply)
Broadway Avenue (See exception)
100 block of Edelen Avenue (See exception)
Residential Preferential Permit Parking: (East Main Street Residential Area)
90 Minute Parking 9:00a.m. to 6:00p.m. except by residential permit, and parking by residential permit only from 6:00p.m. to 9:00a.m. seven days a week.
Park & Ride
TOWN SERVICE CENTER
CHANNEL
OLD TOWN
LOS GATOS HIGH SCHOOL
CIVIC CENTER
CREEK
Lot 1
Lot 2
Lot 3
Lot 4
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Old Town Annex
Saratoga - Los Gatos Road
E. Main Street
W. Main Street
Broadway
Church St
Riviera Dr
Chester St
Woodland Ave
Bird Ave
Alberto Way
New York Ave
Villa Ave
Cleland Ave
College Ave
Blossom Hill Rd
Los Gatos Blvd
9
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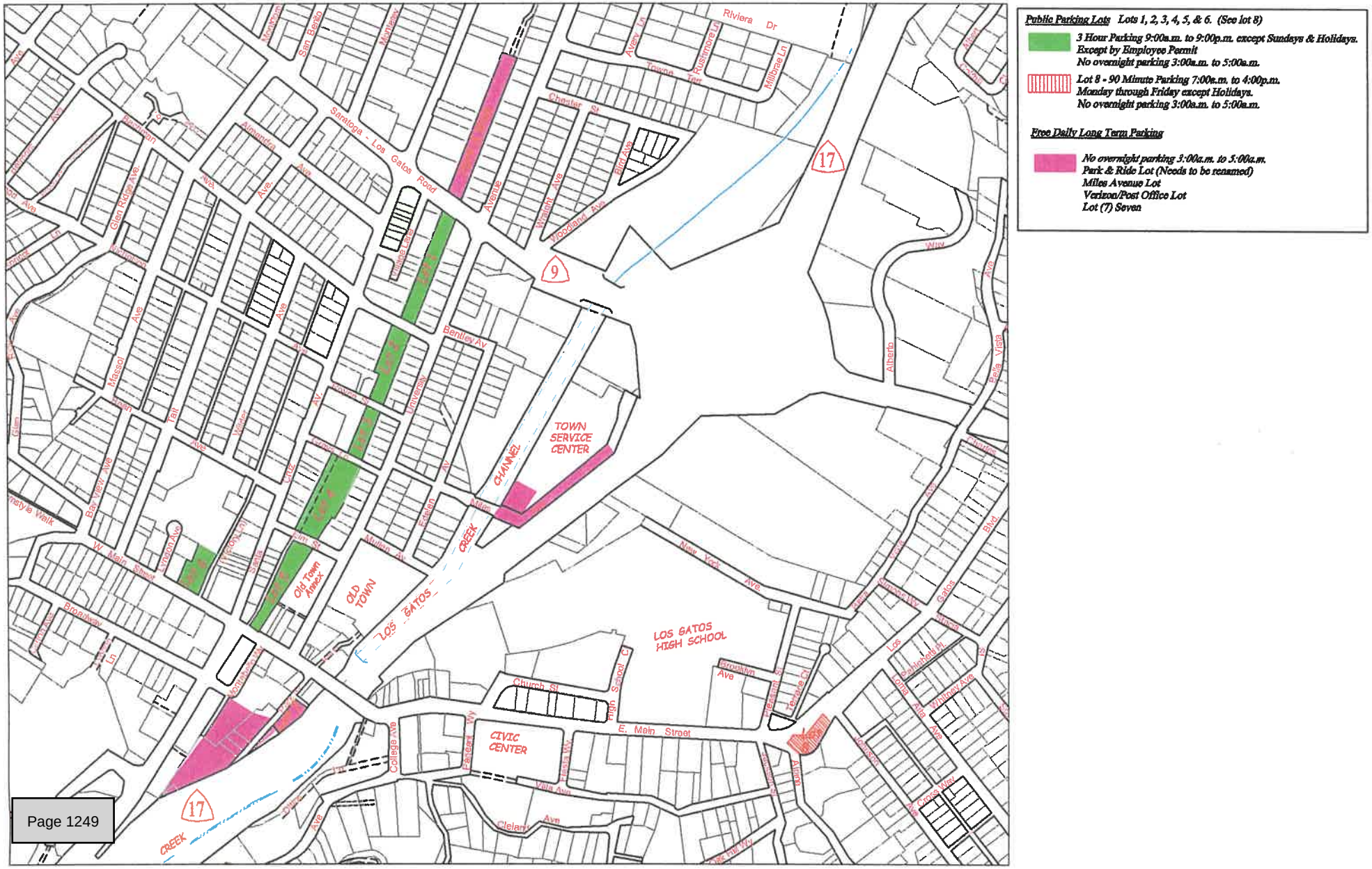


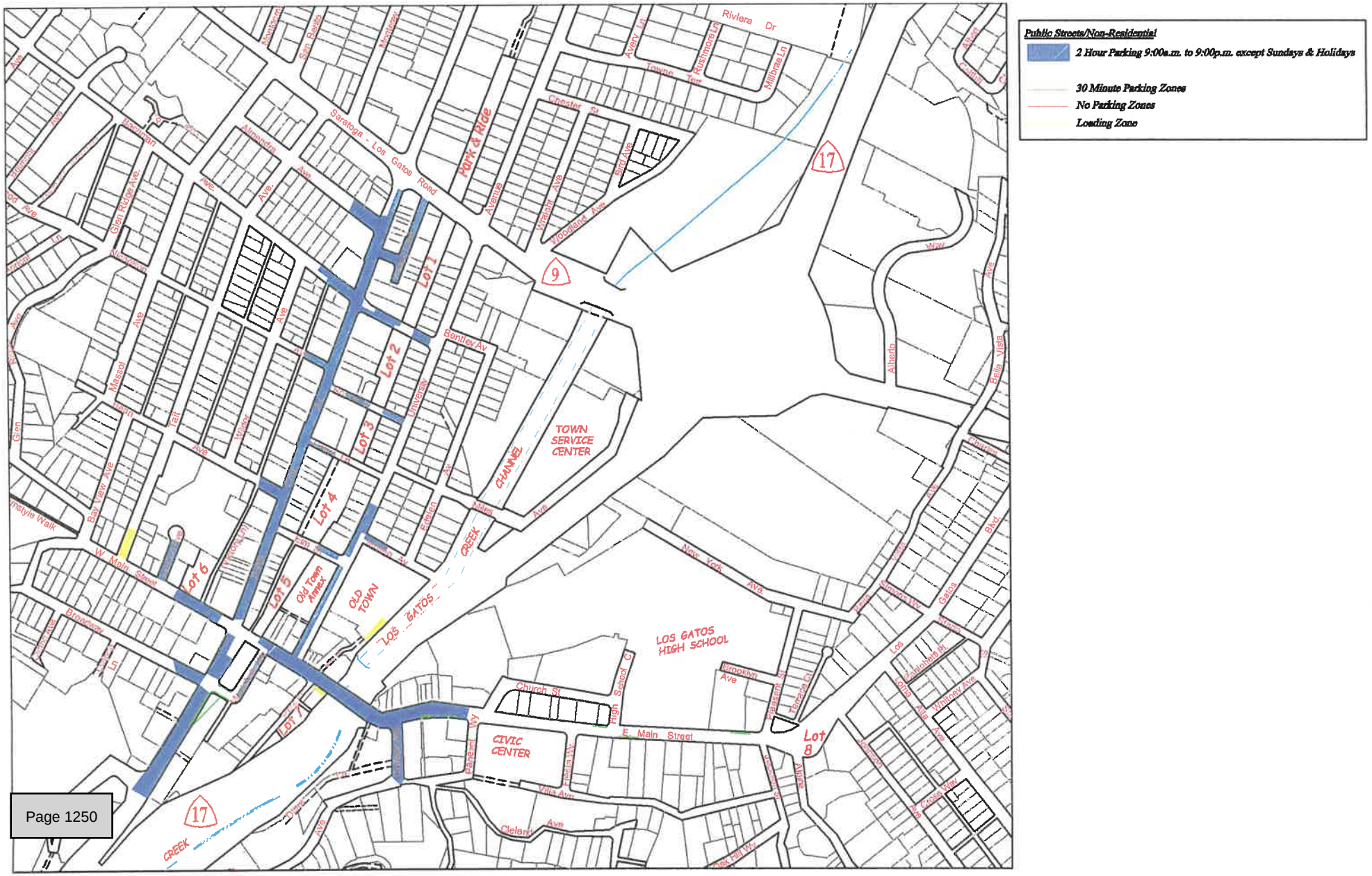
Public Parking Lots Lots 1, 2, 3, 4, 5, & 6. (See lot 8)

3 Hour Parking 9:00a.m. to 9:00p.m. except Sundays & Holidays.
Except by Employee Permit
No overnight parking 3:00a.m. to 5:00a.m.

Lot 8 - 90 Minute Parking 7:00a.m. to 4:00p.m.
Monday through Friday except Holidays.
No overnight parking 3:00a.m. to 5:00a.m.

Free Daily Long Term Parking

No overnight parking 3:00a.m. to 5:00a.m.
Park & Ride Lot (Needs to be renamed)
Miles Avenue Lot
Verizon/Post Office Lot
Lot (7) Seven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30 Minute Parking Zones
No Parking Zones
Loading Zone
Saratoga - Los Gatos Road
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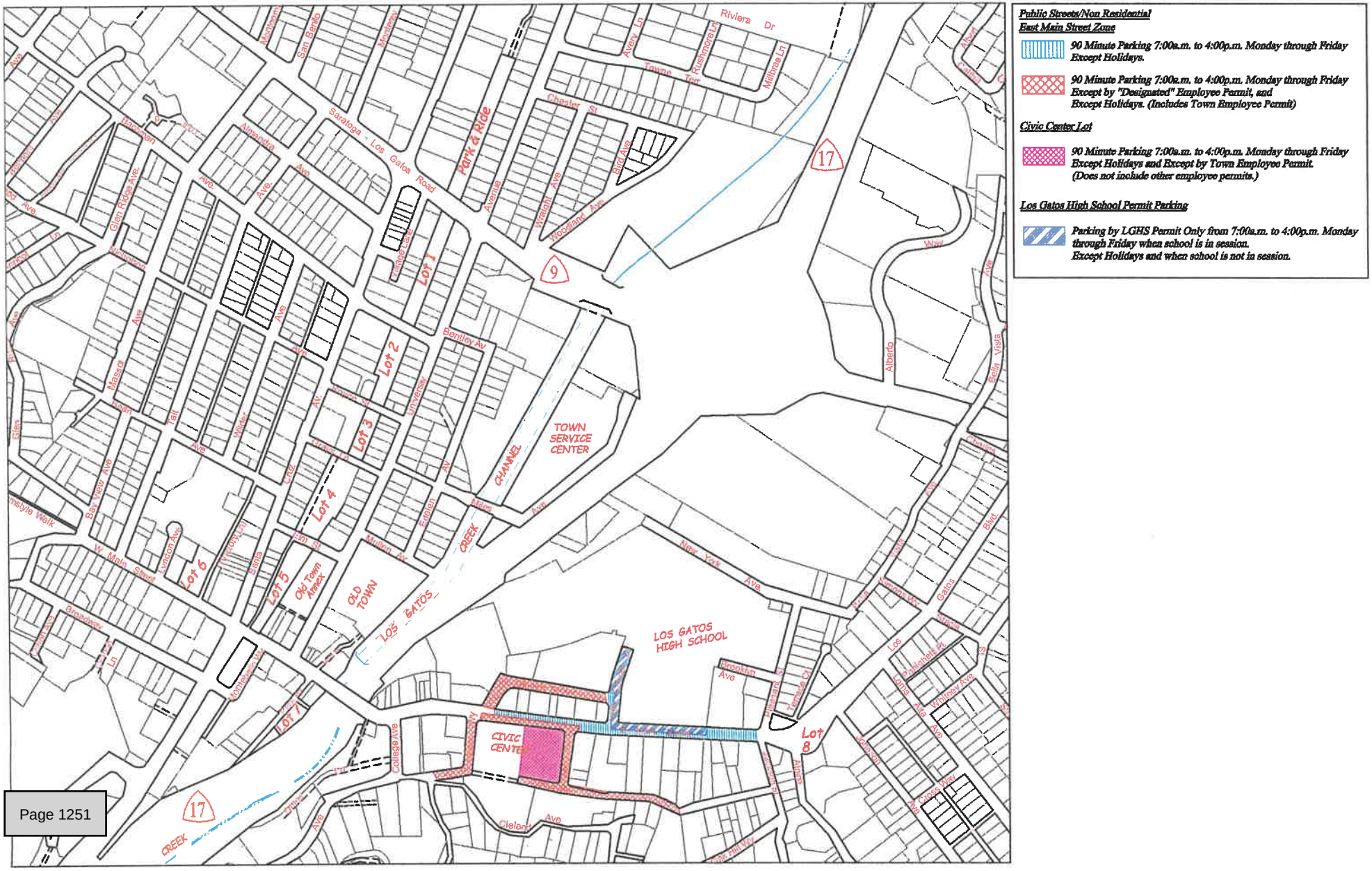
Public Streets/Non Residential
East Main Street Zone
90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except Holidays.
90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except by "Designated" Employee Permit, and Except Holidays. (Includes Town Employee Permit)
Civic Center Lot
90 Minute Parking 7:00a.m. to 4:00p.m. Monday through Friday Except Holidays and Except by Town Employee Permit. (Does not include other employee permits.)
Los Gatos High School Permit Parking
Parking by LGHS Permit Only from 7:00a.m. to 4:00p.m. Monday through Friday when school is in session. Except Holidays and when school is not in session.
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Riviera Dr
Bentley Av
Main St
W. Main Street
New York Ave
College Ave
Clelend Ave
Alberto
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RESOLUTION 2025-007

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ESTABLISHING PARKING REGULATIONS, INCLUDING TIME LIMITS, DATE AND TIME OF ENFORCEMENT, AND PARKING PERMIT EXEMPTIONS FOR PUBLIC PARKING AREAS DOWNTOWN AND IN THE OLIVE ZONE

WHEREAS, the Downtown Parking Management Plan, as adopted in Resolution 2001-145 on December 17, 2001, established various parking management strategies for downtown commercial areas and near the high school and Civic Center; and

WHEREAS, the parking regulations provided in the Downtown Parking Management Plan have been adjusted over the years, as authorized by action of the Town Council; and

WHEREAS, California Vehicle Code Section 22507 and Town Code Sections 15.40.015 and 15.40.080 authorize Town Council to enact local regulation of parking prohibitions and preferential parking zones by resolution, respectively; and

WHEREAS, the Town Council seeks to reaffirm current parking regulations downtown and near the high school and civic center (now known as the Olive Zone), as depicted in the attached map of Downtown and Olive Zone parking regulations (Exhibit A), in compliance with state and local laws.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does adopt Exhibit A, attached hereto. The parking regulations adopted herein shall not invalidate any currently posted parking regulations or curb markings indicating restrictions for short-term parking or passenger and commercial loading activities. The parking regulations, as described in Exhibit A, become effective only upon the erection of appropriate signs giving adequate notice of such regulations.

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

COUNCIL MEMBERS:
AYES: Maria Ristow, Rob Rennie, Rob Moore, Mary Badame, Mayor Matthew Hudes
NAYS: None
ABSENT: None
ABSTAIN: None

SIGNED:

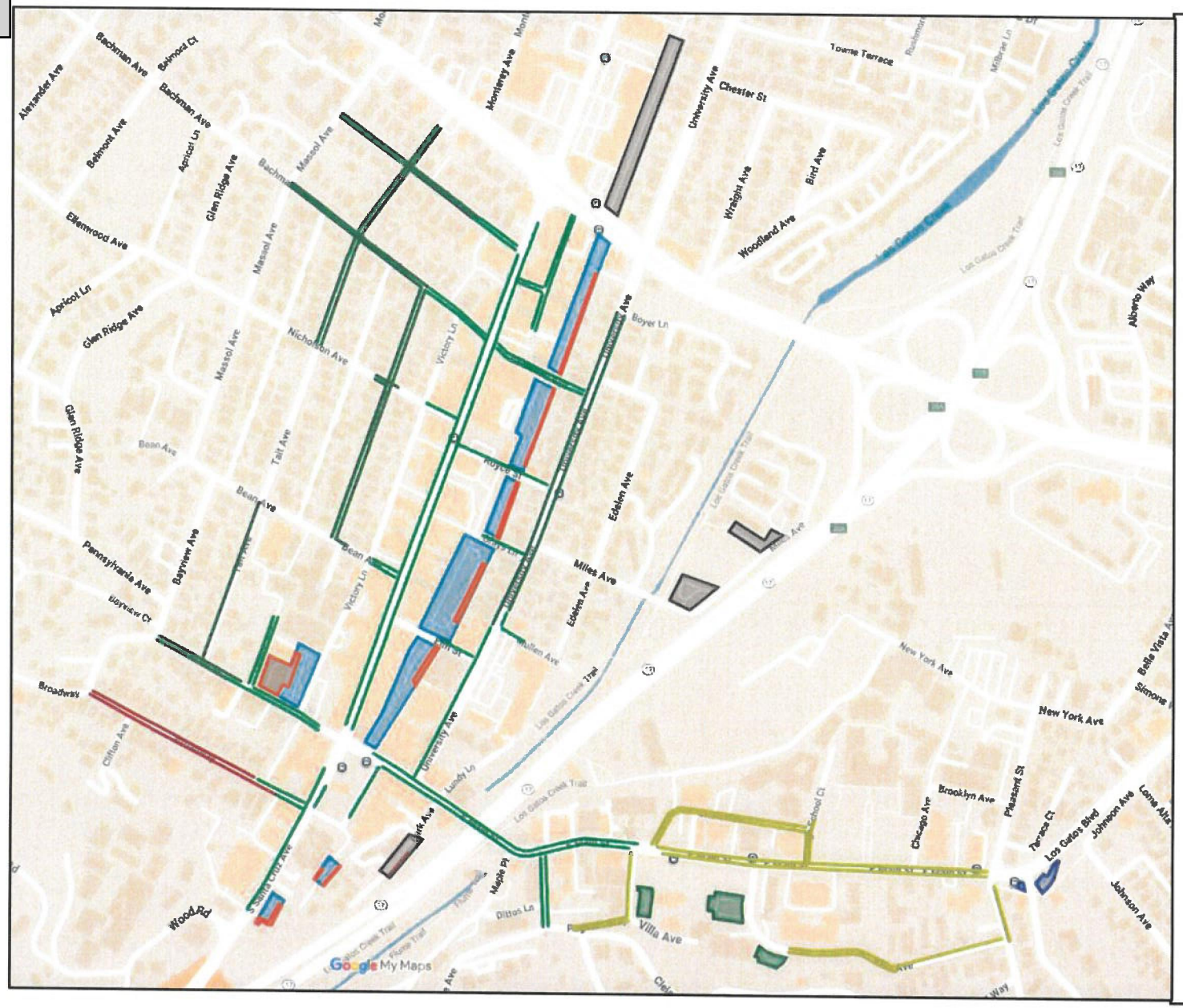
MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

ATTACHMENT 2

CURRENT DOWNTOWN AND OLIVE ZONE PARKING RESTRICTIONS



Legend

Downtown Parking:

- 2-Hour Public Parking 9am-6pm, Mon-Sat
- 2-Hour Public Parking 9am-6pm, Mon-Sat (permit exempt)
- 2-Hour Public Parking 9am-6pm, Mon-Fri (permit exempt)
- 3-Hour Public Parking 9am-6pm, Mon-Sat
- Employee Permit Parking 9am-6pm, Mon-Sat
- Unlimited Public Parking

Olive Zone / Civic Center:

- 90-Min Public Parking 7am-4pm, Mon-Fri
- 90-Min Public Parking 8am-5pm, Mon-Fri
- 2-Hour Public Parking 7am-4pm, Mon-Fri

EXHIBIT A

RESOLUTION 2025-xx

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ADJUSTING HOURS OF ENFORCEMENT OF PASSENGER LOADING PARKING RESTRICTIONS ON PORTIONS OF EAST MAIN STREET IN FRONT OF LOS GATOS HIGH SCHOOL

WHEREAS, California Vehicle Code Section 22507 and Town Code Sections 15.40.015 authorize the Town Council to enact local regulations of parking prohibitions by resolution; and

WHEREAS, the current hours of passenger loading restrictions on East Main Street, in front of Los Gatos High School, no longer closely align with the high school's current bell schedule and exceed the reasonable amount of time necessary for student pick-up and drop-off activities; and

WHEREAS, the Town Council seeks to adjust the hours of enforcement of passenger loading zones on portions of East Main Street in front of Los Gatos High School, as depicted in the attached map (Exhibit A), to accommodate the current demand for student pick-up and drop-off and to promote more efficient use of these valuable public parking spaces.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does adopt Exhibit A, attached hereto. The parking regulations adopted herein shall not invalidate any existing posted parking restrictions that apply outside of the days and hours designated for passenger loading in Exhibit A. The parking regulations, as described in Exhibit A, become effective only upon the erection of appropriate signs giving adequate notice of such regulations.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of December, 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

_____

DRAFT

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

DRAFT

EXHIBIT A

MAP OF EAST MAIN STREET PASSENGER LOADING ZONES

DRAFT

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 17

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to Waive the 180-day Retiree Rehire Wait Period for Gitta Ungvari**

RECOMMENDATION: Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period and to appoint Gitta Ungvari as the interim Finance Director in the Finance Department.

FISCAL IMPACT:

It is anticipated that hiring Gitta Ungvari as the Interim Finance Director will not result in any additional costs for the Town. As a retiree, she is not eligible for benefits associated with permanent employment aside from the Town's Medicare contribution, and she will likely be working fewer than 40 hours per week.

The position is funded through the Finance Department, and the cost of staff time is already accounted for in the in the Finance Department Fiscal Year 2025/26 budget. While there may be a brief overlap between the new Administrative Services Director and Ms. Ungvari in her role as Interim Finance Director, the savings from not paying benefits are expected to result in a net-neutral or net-savings impact. The Town does not have an anticipated start date for the new Administrative Services Director.

STRATEGIC PRIORITY:

This action relates to the strategic priority to ensure prudent financial management, as continuity of services in the Finance Department is critical given the timing of the appointment

PREPARED BY: Cheryl Parkman
Human Resources Director

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

in relation to the Fiscal Year 2026-27 Operating and Capital Improvement Plan budget proposals and deliberations.

BACKGROUND:

The Town has an existing agreement with the California Public Employees' Retirement System (CalPERS) to provide its retirement program to employees. The CalPERS retirement program is governed by the Public Employees' Retirement Law (PERL). PERL contains the rules and regulations that a contracting agency must adhere to related to the hire of a CalPERS retiree, referred to as a retired annuitant. PERL requires that a non-safety retired annuitant may not work for a CalPERS contracting agency unless the retired annuitant has been retired for at least 180 days (Gov. Code section 7522.56). In lieu of the 180-day wait period, an agency's governing body may approve a resolution to waive the 180 days. PERL also requires that if a retired annuitant will be rehired into a vacant position while a recruitment for a permanent replacement is taking place, the governing body must approve a resolution appointing the retired annuitant as an interim employee [Gov. Code section 21221(h)].

DISCUSSION:

Gitta Ungvari has been employed as the Town of Los Gatos Finance Director since June 2022. Recently, Ms. Ungvari provided her notice of intent to retire from the Town with her last day of work to occur on December 30, 2025, resulting in a CalPERS retirement effective date of December 31, 2025.

The Town has entered into an agreement with the executive recruitment firm of Tristar Government Solutions for recruitment marketing and outreach. The recruitment opened on November 10, 2025. The typical span of the recruitment timeline to hire for an executive position is three to four months. The Finance Director provides critical oversight and contributions to financial processes, audits, and required financial documents such as the Annual Comprehensive Financial Report and the annual Operating and Capital Improvement Plan budgets. To allow for this continued oversight as well as the transfer of important institutional knowledge to the new Finance Director, staff is requesting to rehire Ms. Ungvari as an Interim Finance Director until the permanent replacement is hired.

Before Ms. Ungvari can be hired as a retired annuitant, the Town Council must adopt a CalPERS resolution to allow staff to request that the reemployment begin earlier than the 180-day wait period and to appoint Ms. Ungvari as an Interim Finance Director. A retired annuitant may be appointed in an interim position provided that there is an open recruitment to fill the vacancy, and the same individual may only be appointed to the vacant position one time. The rate of pay may not be less than or more than the current approved salary range for the vacant position. Also, a retired annuitant may not work more than 960 hours in a CalPERS fiscal year. The CalPERS fiscal year begins July 1 and ends on June 30. The tentative first day of employment as

a retired annuitant for Ms. Ungvari is January 1, 2025, subject to CalPERS approval of the executed resolutions.

CONCLUSION:

Staff recommends that the CalPERS resolution to waive the 180-day wait period be adopted by the Town Council to allow the appointment of Gitta Ungvari to the Interim Finance Director position while the recruitment for a permanent replacement takes place.

COORDINATION:

This report was coordinated with the Town Attorney's Office and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:
1. CalPERS Resolution for 180-Day Wait Period Exception and Appointing Gitta Ungvari as Interim Finance Director
2. Offer Letter to Gitta Ungvari
3. Recruitment Brochure for Administrative Services Director

RESOLUTION 2025 -xxxx

GOV. CODE SECTIONS 7522.56 & 21221(H)

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, in compliance with Government (Gov.) Code section 7522.56, the Town Council of Los Gatos must provide CalPERS this certification resolution when hiring a retiree before 180 days have passed since their retirement date; and

WHEREAS, Gitta Ungvari retired from the Town of Los Gatos in the position of Finance Director, effective December 31, 2025; and

WHEREAS, Gov. Code section 7522.56 requires post-retirement employment commence no earlier than 180 days after the retirement date, which is June 29, 2026, without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Town Council, the Town of Los Gatos, and Gitta Ungvari certify that Gitta Ungvari has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires that the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on November 10, 2025; and

WHEREAS, the Town Council hereby appoints Gitta Ungvari as an interim appointment retired annuitant to the vacant position of Finance Director for the Town of Los Gatos under Gov. Code section 21221(h), effective January 1, 2026; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end when the position is filled with a permanent employee; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the entire employment agreement, contract, or appointment document between Gitta Ungvari and the Town of Los Gatos has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $21,327.83 and the hourly equivalent is $123.0453, and the minimum base salary for this position is $15,798.42 and the hourly equivalent is $91.1447; and

WHEREAS, the hourly rate paid to Gitta Ungvari will be $123.0453; and

WHEREAS, Gitta Ungvari has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby certify the nature of the appointment of Gitta Ungvari as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of interim Finance Director for the Town of Los Gatos by January 1, 2026 because the position provides critical oversight and contributions to financial processes, audits, and required financial documents such as the Annual Comprehensive Financial Report and the Annual Operating and Capital Improvement Plan budgets.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of December 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

Human Resources Department
(408) 399-5739 FAX: (408) 395-8640

CIVIC CEN
110 E. MAIN STREET
LOS GATOS, CA 95030
www.losgatosca.gov

November 18, 2025

Gitta Ungvari
REDACTED

Letter emailed to: gungvari@losgatosca.gov

Dear Gitta:

Congratulations! The Town of Los Gatos is pleased to extend an offer of employment for the Interim Finance Director in the Finance Department.

This position is temporary and contingent upon availability of work and funding. Your employment is estimated to last through February 28, 2025, unless extended or terminated earlier at the Town's discretion.

Below is additional information related to your employment and other important information.

Job Title:	Interim Finance Director
Start Date:	January 1, 2025
Employment Status:	At-will, unbenefited, temporary/hourly
Hourly Pay Rate:	$123.0453

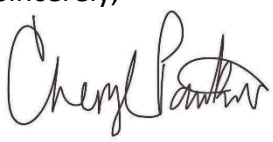
Please be aware of the following information related to your employment:

- As a CalPERS Retired Annuitant, you are limited to working 960 hours in a fiscal year. The Town's fiscal year runs from July 1 through June 30.
- Your employment may be terminated at any time and is not subject to appeal.
- You are a non-exempt employee covered by the provisions of the Fair Labor Standards Act (FLSA). For FLSA overtime purposes, your work period begins at midnight on Sunday and ends seven consecutive days later at 11:59 p.m. on Saturday.

During your first week, you will receive a new employee orientation. You will be required to provide documents establishing identity and employment eligibility to work in the United States, as required by the Department of Homeland Security. More information about this process and your orientation will be emailed to you.

If you have any questions about this offer letter, please contact Cheryl Parkman at (408) 354-6829 or CParkman@losgatosca.gov.

Sincerely,



Cheryl Parkman
Human Resources Director

ACCEPTANCE OF TEMPORARY APPOINTMENT:

I accept the offer on the terms and conditions outlined.

Signature (Gitta Ungvari) Date

ADMINISTRATIVE SERVICES DIRECTOR

TOWN OF LOS GATOS, CA

Salary: $204,000 - $275,000 DOE/DOQ

CLICK TO APPLY BY DEC. 8!

The **Town of Los Gatos, CA (Town)** is seeking a skilled and articulate finance professional to serve as its next **Administrative Services Director**. This newly restructured executive position provides a unique opportunity to guide the Town's financial strategy while also overseeing the Human Resources and Information Technology Departments. While direct experience in HR and IT is desired but not required, this role offers an exceptional opportunity to broaden one's professional portfolio beyond finance and gain meaningful executive-level exposure across organizational functions. With a collaborative executive team, a highly engaged community, and a Town Council deeply committed to fiscal sustainability, this position is ideal for a financial expert who excels at communicating complex technical information with clarity and purpose, helping bridge the gap between data, decision-making, and community understanding.

This is your opportunity to lead with purpose—apply today and help guide Los Gatos toward a sustainable and thriving future.

THE COMMUNITY

Nestled at the base of the Sierra Azules, just 50 miles south of San Francisco, the Town of Los Gatos, CA is one of the Bay Area's most picturesque and desirable communities. Framed by the Santa Cruz Mountains and the Santa Clara Valley, Los Gatos blends historic small-town charm with the innovation and energy of Silicon Valley.

Home to approximately 33k residents, Los Gatos prides itself on being a welcoming, family-oriented, and safe community with exceptional schools, scenic open spaces, and a vibrant, pedestrian-friendly downtown listed on the National Register of Historic Places. With over 3k local businesses, the Town's economy is diverse—ranging from technology and professional services to boutique retail and fine dining—providing both residents and visitors with a strong sense of community identity and quality of life. In its 2025 Community Survey, over 94% of residents rated Los Gatos as a good and excellent place to live and raise children.

Los Gatos enjoys a mild Mediterranean climate and a strong civic culture defined by collaboration, pride, and engagement. Residents and local leaders share a deep commitment to preserving the Town's distinctive character while fostering innovation, sustainability, and fiscal responsibility.

33K
APPROX. POPULATION SIZE

15
CITY SQUARE MILES

3K+
LOCAL BUSINESSES

330
AVERAGE DAYS OF SUNSHINE

THE ORGANIZATION:
COUNCIL-MANAGER FORM OF GOVERNMENT

The Town operates under a Council–Manager form of government and is recognized throughout the Bay Area for its professionalism, efficiency, and dedication to service. The Town Manager, appointed by the Town Council, oversees the daily operations of all Town departments and an 2025-26 annual expenditure budget of $80.6M. The Town employs approximately 153 dedicated staff who deliver high-quality municipal services guided by the Town's Core Goals: Community Character, Good Governance, Fiscal Stability, Quality Public Infrastructure, Civic Engagement and Public Safety.

The Town's leadership is committed to strategic, long-term financial planning and to maintaining structural balance while advancing the community's vision. The Town Council's 2025-2027 Strategic Priorities include strengthening fiscal stability, advancing emergency preparedness and resiliency, supporting housing opportunities, and fostering civic inclusivity.

CLICK BELOW TO LEARN MORE:

- Town Website
- Strategic Priorities
- FY 25-26 Budget
- Annual Comprehensive Financial Reports

TOWN OF LOS GATOS CALIFORNIA

THE DEPARTMENT

The Administrative Services Department is central to the Town's operational and strategic success, encompassing the Finance, Human Resources (HR), and Information Technology (IT) Departments. Together, these teams provide the internal systems, expertise, and resources that enable the Town to deliver high-quality, responsive public services.

To create greater alignment between administrative services and the Town's overall strategy, vision, and organizational goals, the former Finance Director position has been restructured and elevated to the Administrative Services Director. This change reflects the Town's commitment to integrating fiscal stewardship with organizational development and technological innovation.

The next Administrative Services Director will serve as both the Town's Chief Financial Officer and the executive leader overseeing HR and IT, providing a unified approach to how the Town manages its people, systems, and resources. While the Town seeks a professional with strong expertise in local government finance and budgeting, this is a great opportunity for someone to increase their knowledge and skills in HR and IT as this individual will also play a key role in advancing organization-wide efficiency, collaboration, and modernization.

The department is supported by a capable and dedicated team, including experienced HR and IT Directors, positioning the next Administrative Services Director to set strategic direction, empower staff, and continue building a culture of excellence, collaboration, and continuous improvement.

CLICK FOR DEPARTMENT ORG CHART

THE POSITION & FINANCIAL FOCUS

Reporting to the Town Manager, the Administrative Services Director serves as a key member of the executive leadership team and as the Town's Chief Financial Officer, providing strategic oversight of the Finance, Human Resources, and Information Technology Departments. The Director will manage 4 direct staff (two of which are directors), with oversight of 14 total staff, and will play a central role in ensuring the Town's long-term fiscal sustainability and organizational effectiveness.

This position offers the opportunity to lead a highly skilled and motivated team while shaping the Town's financial future. The Administrative Services Director will develop sustainable financial strategies that align with Council priorities, strengthen fiscal resilience, and ensure transparent and easily digestible communication of financial realities to the Finance Commission, Town Council, and the community. While they will have a more technical focus on finance, the Director will be a strong leader that fosters collaboration across HR, IT, and Finance.

The Town's Financial Focus

As the executive responsible for leading the **Town's annual budget development process**, the Administrative Services Director will serve as both the technical finance expert and the strategic advisor who helps the Town Manager, Department Directors, and Town Council architect data-informed decisions that strengthen fiscal sustainability. The Town follows a disciplined and transparent fiscal framework guided by long-range forecasting and strategic use of reserves. Each year, the budget cycle begins in January with departmental kickoff meetings and concludes with Council adoption in June, following public review in May. The 2025–26 Operating Budget is $80.6M, with $22.7M in Capital Improvement Program (CIP) appropriations. The Town is currently addressing a projected $3.6M structural deficit, requiring innovative approaches to revenue generation, expenditure control, and organization-wide efficiency.

THE IDEAL CANDIDATE

The Town of Los Gatos is seeking a financial strategist and storyteller who is an accomplished local government finance professional bringing not only deep technical expertise, but also the ability to effectivly communicate complex financial concepts with clarity, precision, and impact.

The ideal candidate will be an expert communicator who can translate intricate financial information into meaningful narratives tailored for diverse audiences: Finance Commission members with strong private-sector backgrounds, Town Councilmembers seeking accessible and actionable insights, and community stakeholders who want to understand how fiscal decisions shape services and priorities. This individual will transform numbers into understanding which bridges the gap between technical data and strategic decision-making fostering transparency, confidence, and trust.

While a strong background in public-sector finance and budgeting is essential, experience in Human Resources and Information Technology is desired but not required. However, the successful candidate will bring an interest and openness to learning in these areas, viewing this role as an opportunity to broaden their executive skill set beyond finance. This is an exceptional opportunity for someone who ultimately aspires to serve as a Deputy City Manager, Assistant City Manager, or City Manager, and who is eager to develop a well-rounded leadership portfolio under an experienced Town Manager who values mentorship, development, and teamwork.

The successful candidate will be a strategic advisor, a collaborative partner, and an inspiring mentor who can be a leader guiding the organization through fiscal challenges with creativity and integrity while championing innovation, professional development, and cross-departmental collaboration.

KEY UPCOMING CHALLENGES & OPPORTUNITIES:

- Managing an external consultant-led financial analysis evaluating financial current and future conditions, performing 10-year projections, and determining impact of future housing developments which will inform a multi-year program to ensure long-term fiscal sustainability.
- Optimization of the Town's newly implemented ERP system (Tyler Munis Technologies).
- Enhancing internal processes to improve efficiency, and streamline operations across the organization, and ensure adequate internal control.
- Strengthening succession planning, empowering staff, and supporting professional development.
- Advancing cross-departmental collaboration to align operations with the Town's strategic goals.

MINIMUM QUALIFICATIONS

Any combination of experience and training that would likely provide the required knowledge, skills and abilities is qualifying.

A typical way to obtain the knowledge, skills and abilities would be a Bachelor's degree in finance, accounting, public administration, business administration or a closely related field and six (6) years of increasingly responsible experience in governmental finances, preferably in a California municipality, including three (3) years of supervisory experience. A Master's degree in Public Administration is desirable. The ability to communicate complex financial information in an easy-to-understand manner is strongly desired.

License and Certification (positions in this class may require one or more of the following): A California Driver's License and a satisfactory driving record are conditions of initial and continued employment.

Knowledge, Skills, and Abilities:

• Proficient in Microsoft Outlook, Word, Excel, and other common business applications.
• Able to quickly learn and effectively use financial and reporting systems.
• Skilled in analyzing and communicating complex financial information clearly.

SALARY & BENEFITS

Salary: $204,000 - $275,000 DOE/DOQ

PLUS A GENEROUS BENEFITS PACKAGE THAT INCLUDES:

- **Retirement:** California Public Employees' Retirement System (PERS) defined benefit retirement plan. 2% @60 for "Classic" members and 2% @62 for new members as defined by PEPRA. Subject to employee contribution. Both the Town and the employee contribute toward CalPERS retirement contributions. The Town does not participate in Social Security.
- **Healthcare:** Town provides a generous employer contribution toward the purchase of medical, dental, and vision coverage; employees may waive coverage and receive cash-in-lieu up to $400/month.
- **Section 125 Flexible Spending Accounts:** Voluntary pre-tax employee contributions up to $3,200 per year for health care expenses and up to $5,000 per year for dependent care expenses.
- **Deferred Compensation:** Voluntary 457 Deferred Compensation Plan.
- **Income Protection:** $50,000 Town-paid term life insurance coverage; short-term and long-term disability insurance.
- **Vacation:** Up to 25 days accrual per calendar year (maximum balance of 500 hours); eligible for cash out 2x/year and at separation. Prior years of public sector service counted towards vacation accrual tier.
- **Management Leave:** Up to five (5) days per year awarded at the end of the calendar year, as authorized by the Town Manager.
- **Personal Leave:** Six (6) days per year.
- **Sick Leave:** 12 days accrued per year.
- **Holidays:** 12 designated holidays per year.
- **Cell Phone Stipend:** $120 per month.
- **Tuition Reimbursement:** $3,000 per fiscal year.

TOWN of Los GATOS CALIFORNIA

HOW TO APPLY:

For first consideration apply as soon as possible, but no later than December 8, 2025 at:

www.tristargovsolutions.com/careers

The Town will be reviewing applications as they are received and *conducting rolling interviews* throughout the process. **Candidates are strongly encouraged to apply early, as the Town may identify and select a finalist prior to the application deadline.**

SAVE THE DATES: The **first round of in-person interviews** are scheduled for **December 8 & 9**. If a hire is not made after the first round of interviews and the interview of additional candidates is needed, **a second round of in-person interviews** will take place on **December 15 & 16.**

QUESTIONS? Please contact your recruiter, Sam Sackman, with any questions:

- Email: sam@tristargovsolutions.com
- Website: www.tristargovsolutions.com
- Phone: 408-605-0790

TRI STAR GOV Solutions

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 18

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to Waive the 180-day Retiree Rehire Wait Period for Janette Judd**

RECOMMENDATION: Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period and to appoint Janette Judd as an extra help Executive Assistant to the Town Manager in the Town Manager's Office.

FISCAL IMPACT:

It is anticipated that hiring Janette Judd as an extra help Executive Assistant will not result in any additional costs for the Town. As a retiree, she is not eligible for benefits associated with permanent employment aside from the Town's Medicare contribution, and she will likely be working fewer than 40 hours per week.

This position is funded through the Town Manager's Office, and the cost of staff time is already accounted for in the adopted Fiscal Year 2025/26 budget.

STRATEGIC PRIORITY:

This action does not relate to a strategic priority.

BACKGROUND:

The Town has an existing agreement with the California Public Employees' Retirement System (CalPERS) to provide its retirement program to employees. The CalPERS retirement program is governed by the Public Employees' Retirement Law (PERL). PERL contains the rules and regulations that a contracting agency must adhere to related to the hire of a CalPERS retiree,

PREPARED BY: Cheryl Parkman
Human Resources Director

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

referred to as a retired annuitant. PERL requires that a non-safety retired annuitant may not work for a CalPERS contracting agency unless the retired annuitant has been retired for at least 180 days (Gov. Code section 7522.56). In lieu of the 180-day wait period, an agency's governing body may approve a resolution to waive the 180 days. PERL also requires that if a retired annuitant is placed into a role that is deemed for special projects or limited duration, the governing body must approve a resolution appointing the retired annuitant as an extra help employee. (Gov. Code section 21224.)

DISCUSSION:

Recently, Ms. Judd provided her notice of intent to retire from the Town with her last day of work to occur on December 30, 2025, resulting in a CalPERS retirement effective date of December 31, 2025. Before Ms. Judd can be hired as a retired annuitant, the Town Council must adopt a CalPERS resolution to allow staff to request that the re-employment begin earlier than the 180-day wait period and to appoint Ms. Judd as extra help for the Town Manager's Office. A retired annuitant may be appointed in an extra help position should the position be of a limited duration to eliminate a backlog, work on a special project, or work that is in excess of what regular staff can do. Ms. Judd will be hired to help complete special projects in the Town Manager's office. This help with special projects is critically needed because the work will be essential to continue to help the Town Manager and Town Council provide services and support to the community.

The rate of pay may not be less than or more than the current approved salary range for the vacant position. Also, a retired annuitant may not work more than 960 hours in a CalPERS fiscal year. The CalPERS fiscal year begins July 1 and ends on June 30. The tentative first day of employment as a retired annuitant for Ms. Judd is January 5, 2026, subject to CalPERS approval of the executed resolutions.

CONCLUSION:

Staff recommends that the Town Council adopt a Resolution to waive the CalPERS 180-day wait period and appoint Janette Judd as extra help for the Town Manager's Office.

COORDINATION:

This memo was coordinated with the Finance Department and the Town Attorney's Office.

ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Resolution for the California Public Employees' Retirement System Retirement Plan for Janette Judd

DATE: December 2, 2025

Attachments:

1. CalPERS Resolution for a 180-Day Wait Period Exception and Appointment of Janette Judd to an Extra Help position for the Executive Assistant to the Town Manager
2. Offer of Retired Annuitant Employment for Janette Judd

RESOLUTION 2025 -xxxx

GOV. CODE SECTIONS 7522.56 & 21224

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, in compliance with Government (Gov.) Code section 7522.56, the Town Council of Los Gatos must provide CalPERS this certification resolution when hiring a retiree before 180 days have passed since their retirement date; and

WHEREAS, Janette Judd retired from the Town of Los Gatos in the position of Executive Assistant to the Town Manager, effective December 31, 2025; and

WHEREAS, Gov. Code section 7522.56 requires post-retirement employment to commence no earlier than 180 days after the retirement date, which is June 29, 2026, without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Town Council, the Town of Los Gatos, and Janette Judd certify that Janette Judd has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Town Council hereby appoints Janette Judd as an extra help retired annuitant to perform special projects and extra help for the Town of Los Gatos in the Town Manager's Office under Gov. Code section 21224, effective January 5, 2026;

WHEREAS, the entire employment agreement, contract, or appointment document between Janette Judd and the Town of Los Gatos has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $10,689.92 and the hourly equivalent is $61.6726, and the minimum base salary for this position is $8,297.47 and the hourly equivalent is $47.8700; and

WHEREAS, the hourly rate paid to Janette Judd will be $61.6726; and

WHEREAS, Janette Judd has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby certify the nature of the appointment of Janette Judd as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to provide special projects and extra help to the Town Manager's Office. This extra help role is critical to help address the backlog of projects in the Town Manager's Office, and Ms. Judd's experience and knowledge of the Town will be helpful to those projects.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of December, 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

Human Resources Department
(408) 399-5739 FAX: (408) 395-8640

CIVIC CEN
110 E. MAIN STREET
LOS GATOS, CA 95030
www.losgatosca.gov

November 19, 2025

Janette Judd
REDACTED

Letter emailed to: jjudd@losgatosca.gov

Dear Janette:

Congratulations! The Town of Los Gatos is pleased to extend an offer of employment for the temporary Executive Assistant to the Town Manager in the Town Manager's Office.

This position is temporary and contingent upon availability of work and funding. Your employment is estimated to last through June 30, 2026, unless extended or terminated earlier at the Town's discretion.

Below is additional information related to your employment and other important information.

Job Title:	Temporary Executive Assistant to the Town Manager
Start Date:	January 5, 2026
Employment Status:	At-will, unbenefited, temporary/hourly
Hourly Pay Rate:	$61.6726

Please be aware of the following information related to your employment:

- As a CalPERS Retired Annuitant, you are limited to working 960 hours in a fiscal year. The Town's fiscal year runs from July 1 through June 30.
- Your employment may be terminated at any time and is not subject to appeal.
- You are a non-exempt employee covered by the provisions of the Fair Labor Standards Act (FLSA). For FLSA overtime purposes, your work period begins at midnight on Sunday and ends seven consecutive days later at 11:59 p.m. on Saturday.

During your first week, you will receive a new employee orientation. You will be required to provide documents establishing identity and employment eligibility to work in the United States, as required by the Department of Homeland Security. More information about this process and your orientation will be emailed to you.

ATTACHMENT 2

If you have any questions about this offer letter, please contact Cheryl Parkman at (408) 354-6829

or CParkman@losgatosca.gov.

Sincerely,

Cheryl Parkman
Human Resources Director

ACCEPTANCE OF TEMPORARY APPOINTMENT:

Signature (Janette Judd) 11-19-2025 Date

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 19

DATE: December 2, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Resolution Terminating Membership in the Pooled Liability Assurance Network Joint Powers Authority and Authorizing Membership in the California Joint Powers Insurance Authority to Obtain Risk Management and Insurance Coverages**

RECOMMENDATION: Adopt a resolution authorizing the Town Manager and Town Attorney to issue written notice of termination of the Town's membership in the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) at the end of the fiscal year and to execute all necessary agreements to join the California Joint Powers Insurance Authority (CJPIA) and obtain risk management and insurance coverages.

FISCAL IMPACT:

Town staff estimates ongoing budget annual savings of up to approximately $250,000. While experience and claim history can change rates over time, the table below summarizes the four-year history of PlanJPA premiums and the current quotes from CJPIA.

	Current Vendor- The PlanJPA				**CJPIA**
Coverage	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Estimate
Liability Insurance	$ 629,535	$ 727,963	$ 913,348	$ 1,103,502	$ 1,254,500
Property Insurance	$ 145,790	$ 231,605	$ 242,373	$ 252,262	$ 100,000
ERMA (Employee Risk Management Authority)	_	_	$ 103,581	$ 111,026	Included
Self-Insured Retention Payments	$ 212,674	$ 124,525	$ (9,898)	$ 200,000	$ 50,000
Cyber Coverage	Included	Included	Included	Included	Included
Pollution Coverage	Included	Included	Included	Included	$7,500
Crime Coverage	Included	Included	Included	Included	$ 4,500
Public Official Bond	$ 9,111	$ 9,175	$ 9,175	$ 9,175	Included
Total	$ 997,110	$ 1,093,268	$ 1,258,579	$ 1,675,965	**$ 1,416,500**

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

110 E. Main Street Los Gatos, CA 95030 ● (408) 354-6832
www.losgatosca.gov

Future rates are estimates, as current-year claims history and insurance authority negotiations can affect premiums. However, the reduction of the self-insured retention for the CJPIA liability program from the current $50,000 will allow the Town to reduce the self-insured retention budget. The CJPIA estimate includes $50,000 to account for property-based retentions, while the PlanJPA budget of $200,000 annually reflects retentions for both liability and property programs.

STRATEGIC PRIORITY:

Evaluating alternative risk-management services and insurance pooling arrangements aligns with the Town's strategic priority of ensuring prudent financial management. Improving coverage, reducing volatility, and stabilizing long-term costs support this goal.

BACKGROUND:

The Town of Los Gatos has participated in the Pooled Liability Assurance Network Joint Powers Authority (PlanJPA) since December 2017. PlanJPA was created when former Association of Bay Area Governments (ABAG) PLAN member agencies elected to separate from ABAG and form an independent joint powers authority dedicated to municipal risk pooling. On December 5, 2017, the Town Council approved participation in PlanJPA and authorized execution of a Joint Powers Agreement, enabling the transfer of assets and liabilities from the ABAG PLAN Corporation to the new authority. PlanJPA's governing documents confirm that the new JPA was formed to assume all assets, liabilities, and obligations of the former ABAG PLAN, and to administer pooled liability and property programs for member agencies. Under Article XIX of the PLAN JPA Joint Powers Agreement, withdrawal requires at least six months' written notice and must occur at the end of a fiscal year.

PlanJPA provides pooled liability coverage, which includes general liability, bodily injury, property damage, personal injury, public officials' errors and omissions, and employee benefit plan administration liability. PlanJPA also provides property coverage through participation in the Alliant Property Insurance Program (APIP), which offers a shared per-occurrence property limit for scheduled locations and associated sublimits for supplemental coverages. Property deductibles include a member-level per-occurrence deductible for most property and vehicle losses, with additional program-level deductibles applicable to certain types of losses. PlanJPA's property program also includes boiler and machinery, cyber, crime, and pollution liability coverage, each administered through APIP.

As part of efforts to seek opportunities for broader coverage at a reduced cost, Town staff initiated an evaluation of alternative pooled insurance arrangements. Staff obtained

coverage information and quotations from the Bay Cities Joint Powers Insurance Authority (BCJPIA) and the California Joint Powers Insurance Authority (CJPIA), both of which provide pooled liability and property coverage for public agencies in California. CJPIA appears to provide a more robust program and more competitive rates.

Using the detailed coverage documents provided by CJPIA, staff compared coverage structures, program design, and available member services to the Town's current program under PlanJPA. Based on that review, Town staff recommend moving to the California Joint Powers Insurance Authority for general liability, property, cyber, crime, and pollution coverage.

Both insurance authorities offer similar types of coverage with nuanced differences. However, for the Town's highest-risk categories of police and general liability, the CJPIA program provides higher coverage limits and the opportunity to eliminate the existing $50,000 self-insured retention. The change is estimated to result in approximately $100,000 in annual savings, and allows the Town to discontinue budgeting $200,000 each year to cover potential self-insured retention payments under the current $50,000 per-occurrence structure. When retaining $50,000 for property retention, Town staff estimates a budgetary savings of approximately $250,000.

On November 6, 2025, the CJPIA Underwriting Committee considered the Town's application and unanimously approved a positive membership recommendation for their Executive Board. On November 19, 2025, the Executive Board unanimously approved the Town's membership application to the CJPIA for July 1, 2026.

DISCUSSION:

Insurance joint powers authorities are public-sector cooperatives. They allow cities, towns, and special districts to band together to manage risk, stabilize long-term insurance costs, and secure broad coverage that would be prohibitively expensive on an individual basis. A JPA spreads the financial impact of severe claims across all members, but it also builds a professional infrastructure for claims handling, litigation management, loss control, and training. In practice, participating agencies protect themselves against liability, employment claims, property loss, cyber incidents, and other exposures that a municipal organization inevitably encounters. The JPA structure gives each member the collective strength of the group while retaining local control through a governing board made up of the member agencies themselves.

The Town of Los Gatos's current provider, the Pooled Liability Assurance Network Joint Powers Authority, is built around that cooperative model. PlanJPA was formed in 2017 when the former ABAG PLAN members separated from the Association of Bay Area Governments and created an independent JPA to assume all existing assets, liabilities, and obligations. Its current membership of 28 agencies is concentrated in Bay Area

cities and towns, including Los Gatos, Saratoga, Campbell, Cupertino, and other communities as far north as Fairfield and south as Morgan Hill. The organization provides pooled liability and property coverage, supported by pooled retained limits and excess insurance. Its programs cover general liability, public officials' errors and omissions, auto liability, employment-related exposures, and property coverages ranging from buildings and contents to contractor's equipment, business interruption, and boiler and machinery losses. PLAN also purchases or coordinates cyber, pollution, and crime policies for its members. The structure is collaborative and regionally focused, its board is comprised of one representative per member agency, and its services include claims management, training, and risk control.

The California Joint Powers Insurance Authority (CJPIA) is a larger and longer established statewide pooling organization. Its liability program is structured as a self-insured pool backed by significant reinsurance capacity. The liability program shows a primary limit of 30 million dollars for each member in a pooled structure that includes defense, indemnity, excess liability, public officials' errors and omissions, employment practices liability, automobile liability, and employee benefits administration liability. Excess coverage increases limits up to $50 million. CJPIA's property program provides all-risk coverage that addresses buildings, contents, business interruption, boiler and machinery, and multiple extensions and sublimits for items such as newly acquired property, course-of-construction projects, and scheduled or unscheduled infrastructure. CJPIA supplements this with dedicated cyber liability insurance, offering first-party incident response, liability protection, business interruption, cyber extortion, and e-crime coverages with defined limits and retentions. Under Article 24(a) of the CJPIA Joint Powers Agreement (Attachment 2), new members commit to a mandatory three-year initial term during which withdrawal is not permitted. After the initial three-year period, Article 24(c) requires members to provide twelve months' written notice prior to withdrawing at the end of a protection period.

CJPIA, in addition to the insurance coverage, provides a proactive and focused risk management program. This program includes regular risk management reviews by a dedicated senior risk manager, in which the CJPIA completed the initial review in preparation for the Town's membership. Additionally, the CJPIA provides other cost-saving benefits, such as a subscription to the police Lexipol policy manual (Los Gatos currently pays about $13,000 for this service), ongoing wellness services for police, an on-call attorney for quick responses on key employment-related matters, on-call emergency public information officer services for critical incidents, and robust training and best practices templates.

The CJPIA includes over 125 cities and public entities throughout California and is large enough to support broad coverage offerings, specialized training programs, claims oversight, and a deep catalogue of risk-management resources. Current membership includes the Midpeninsula Regional Open Space District (MROSD) in San Mateo County to

the north and members as far as the Mexican border in both San Diego and Imperial counties. While 79% of its members are cities, Pacific Grove and Seaside are the furthest north, so Los Gatos would become its northernmost town, abutting their current member MROSD.

The CJPIA Bylaws require each member agency to appoint a Director and an Alternate Director to the CJPIA Board of Directors (Attachment 3). Meetings, notices, and procedures of the Authority are governed by the CJPIA Bylaws, which incorporate Brown Act requirements as described in Article II and Article III of the Bylaws.

Insurance Review Due Diligence

Staff conducted a comparison of the Town's current insurance and risk management programs under PlanJPA and the programs available through CJPIA. The review focused on the structure of each pool, the scope of available coverage, deductible and retention levels, and how liability, property, cyber, crime, and pollution coverages are delivered and administered. Additionally, the comparison included the cost and budget associated with the plans.

Under PlanJPA, liability coverage is structured around a pooled primary layer sitting above a Town-level retention, with additional excess protection purchased above that layer. PlanJPA's property insurance is placed through the Alliant Property Insurance Program (APIP), with a shared program limit and standard member deductibles applied to most losses, along with higher internal pool deductibles for certain categories of risk. Ancillary coverages such as cyber liability, crime, pollution liability, and boiler and machinery are also accessed through the APIP structure.

CJPIA administers its own pooled liability program with integrated cyber and employee liability coverage, together with an all-risk property program that incorporates APIP-style sublimits for business interruption and related coverages. The CJPIA property program is structured so that internal deductibles are managed authority-wide rather than by applying a Town-specific self-insured retention. CJPIA also provides separate crime, and pollution programs with defined member-level deductibles and authority-level self-insured retentions, which the Town intends to acquire.

Both the PlanJPA and CJPIA operate as member-driven joint powers agencies with formal governance structures, shared decision-making, and defined amendment and subrogation practices within their Memoranda of Coverage. While both organizations provide comprehensive pooled coverage solutions, they differ somewhat in their liability limits, treatment of member deductibles and retentions, and in how property, cyber, and pollution programs are structured. The following sections set out a line-by-line comparison of the two programs. Overall, both programs adequately cover and address

risk exposures for the Town of Los Gatos.

General Description of Insurance Programs

Both authorities provide similar lines of insurance programs covering general liabilities and property coverages. Some coverages have optional additions and vary in self-insured retentions and coverage limits, but both sets of programs are similar. Some coverages are included in one insurance program, while those coverages may be reflected separately in the other programs. Holistically, the following provides a reasonable description of the insurance and coverage programs, which include:

Liability Insurance

Liability insurance protects the agency against claims alleging bodily injury, property damage, personal injury, civil rights violations, automobile liability, employment practices liability (included separately in other plans called ERMA), or errors and omissions by public officials. It provides legal defense and indemnity when the agency becomes legally responsible for damages resulting from its operations, employees, or decision-making.

Property Insurance

Property insurance covers physical assets owned or used by the agency, including buildings, facilities, equipment, vehicles, contents, and other scheduled or unscheduled property. Coverage typically includes losses caused by fire, theft, vandalism, weather events, mechanical breakdown, and other accidental direct physical damage. It may also include business interruption, debris removal, and extra expenses needed to continue operations after a loss.

ERMA (Employee Risk Management Authority)

ERMA provides employment-practices liability coverage, including defense and indemnity for claims such as wrongful termination, discrimination, harassment, retaliation, failure to hire or promote, and violations of state and federal employment laws. The program also offers training, loss-control resources, and claims management support to reduce the frequency and severity of workplace-related litigation.

Self-Insured Retentions (SIRs)

A self-insured retention is the portion of a loss that the agency pays directly before pooling or excess coverage applies. It functions like a deductible but is handled differently in public-sector pooling, where the member agency manages and funds the

initial layer of liability up to the SIR amount, after which the JPA's pooled coverage or excess insurance responds.

Cyber Coverage

Cyber coverage protects the agency against costs and liabilities arising from data breaches, network intrusions, ransomware, business interruption caused by system failures, e-crime losses, and digital extortion. It typically includes incident response services, forensics, notification and credit-monitoring expenses, regulatory defense, restoration of corrupted data, and liability for unauthorized access or disclosure of personal information.

Pollution Coverage

Pollution coverage provides protection for sudden and accidental releases of pollutants, contamination of soil or water, disinfection events, sewer backup, mold or legionella occurrences, and third-party claims arising from environmental damage. It may also include remediation expenses, emergency response costs, business interruption related to pollution incidents, and coverage for potable-water or wastewater systems.

Crime Coverage

Crime coverage protects the agency against financial losses resulting from dishonest or fraudulent acts. This can include employee theft, forgery or alteration of documents, theft of money or securities inside or outside agency premises, computer fraud, funds-transfer fraud, counterfeit currency, credit-card forgery, and social-engineering or impersonation schemes.

Public Official Bond

A public official bond guarantees the honest and faithful performance of duty by designated officials, which often includes finance officers, treasurers, or others who handle public funds. If an official fails to perform required duties or commits a dishonest act that causes financial loss, the bond provides reimbursement to the agency up to the bond's stated amount.

Risk Exposure Considerations

The Town's risk exposures arise from the full span of municipal operations, including police and public safety activities, street and infrastructure maintenance, land-use decisions, parks and recreation programs, employment practices, public-official governance, large and aging physical assets, cyber systems, and environmental

management responsibilities.

Both PlanJPA and CJPIA are structured to absorb these exposures through pooled and excess liability, property, and ancillary coverages, but they do so at different scales and with different coverage designs. Evaluating some of these differences helps illustrate how each authority mitigates the Town's exposure to financial loss.

PlanJPA

PlanJPA is a regional pool composed of 28 Bay Area cities and towns, including Los Gatos. Its risk-sharing structure is built around various self-insured retentions, which is $50,000 for Los Gatos's liability program and shared excess insurance for liability and property claims. PlanJPA provides coverage for general liability, bodily injury, property damage, personal injury, public officials' errors and omissions, auto liability, and property losses, including buildings, contents, equipment, business interruption, and boiler and machinery failures. These exposures are addressed through a pooled coverage layer above a member's retention limit, followed by excess insurance purchased by the insurance pool.

Because the pool is regionally concentrated, member agencies often face correlated exposures such as earthquake, flood, and regional litigation trends. While the property program provides extensive sublimits, including flood and earthquake when purchased (Los Gatos does not participate), the overall all-risk limit is shared and subject to impacts to more than one agency when the exposure impacts others. The pool's liability protection depends on the collective financial strength of its members, its pooled reserves, and the structure of its excess insurance.

The benefits of PlanJPA's structure include closer governance relationships with other cities in the Bay Area. The limitations include a smaller pool size, lower aggregate purchasing power, and the potential for large losses within the region to affect the program more sharply. Further, the lower excess coverage of $30 million could result in Town exposure should a claim result in a liability greater than the coverage level. These would be high risk, low frequency events, but with public safety and infrastructure liabilities, they are a possibility.

CJPIA Risk Exposure Profile

CJPIA, with over 125 member agencies statewide, addresses municipal risk on a larger scale. Its liability program Memorandum of Coverage provides $30 million of primary pooled protection per member, backed by excess insurance purchased by the Authority, increasing coverage to $50 million. The broader membership base distributes high-severity risks across many agencies, reducing volatility for any single member. The statewide pool also smooths regional risk

concentrations; for example, earthquake, major litigation, or catastrophic employment matters affecting one region are absorbed across a wider financial base.

CJPIA's property program offers comprehensive all-risk coverage, business-interruption protections, coverage for newly acquired property, course-of-construction projects, scheduled and unscheduled infrastructure, boiler and machinery, and automatic extensions that address the evolving nature of a municipal property portfolio. CJPIA supplements this with a dedicated cyber program providing first-party breach response, data restoration, extortion, and liability protections.

The scale of CJPIA allows for greater diversification of losses, the ability to purchase broader excess and reinsurance layers, and access to specialized risk-management services. The tradeoff is that governance occurs within a larger, more complex organization, and some programs, such as the property program, carry higher administrative or participation costs. However, the coverage depth and financial protections are designed to absorb high-severity municipal exposures more fully, and the overall cost of the programs provides the Town with some financial relief.

Comparative Assessment of Town Risk Exposures

The following section provides a detailed comparison of the Town's current coverage through PLAN JPA and the coverage available through the CJPIA. Because insurance pooling programs differ significantly in structure, limits, deductibles, and the way risk is shared among members, understanding these differences is beneficial for determining which program delivers the strongest financial protection and most predictable cost exposure for the Town. The narrative that follows summarizes each program's coverage in key areas and then identifies where the CJPIA program provides added value.

Liability Coverage

PLAN JPA

PLAN JPA provides liability coverage that includes general liability, auto liability, bodily injury, property damage, personal injury, and public officials' errors and omissions. Under this structure, the Town must pay its own self-insured retention, which is typically about $50,000 per occurrence before the pooled layer begins to respond. Once the retention is satisfied, the combination of pooled and excess layers provides roughly $30 million in total per occurrence liability protection.

CJPIA

CJPIA provides broad liability coverage that includes bodily injury, property damage,

auto liability, public officials' liability, employment practices liability (this is a separate additional cost with PlanJPA), and media liability. Unlike PLAN JPA, the CJPIA program provides true first-dollar coverage, so the Town does not pay a self-insured retention before the program responds. CJPIA provides a total liability tower of $50 million per occurrence through primary and excess layers.

Differences and Value Added

CJPIA provides two structural advantages for the Town. First, it removes the need to fund a self-insured retention at the start of each significant claim, which reduces budget volatility. Second, it provides a higher per occurrence limit of $50 million rather than the $30 million available through PLAN JPA. Together, these differences offer significantly stronger protection for high-risk municipal liability exposures, such as police liability.

Property Coverage

PLAN JPA

PLAN JPA participates in the Alliant Property Insurance Program (APIP), which offers a shared $1 billion limit across all participating agencies, including private sector participants in the APIP pool. Under this program, the Town is responsible for a property deductible usually between $5,000 and $15,000, depending on the asset. The program also applies an internal pooled deductible of $500,000 before upper layers are attached. The coverage includes buildings, contents, vehicles, technology equipment, fine arts, and business interruption.

CJPIA

The CJPIA property program has a shared $750 million per occurrence all risk limit. The Town pays a consistent $25,000 deductible for most covered losses. While similar in coverage to PlanJPA, the deductible is a little higher, but the overall coverage covers the Town's property, and the CJPIA program does not impose internal pooled deductibles for different items lost, similar to those in PlanJPA APIP. Optional earthquake and flood coverage is available with shared limits of $225 million for each peril.

Differences and Value Added

The CJPIA program now provides a high capacity property limit that is well matched to the scale of the Town's exposures while avoiding the internal pooled deductible structure in APIP. CJPIA's single predictable deductible enhances financial clarity and simplifies budgeting. Although APIP provides a higher theoretical limit, CJPIA's

structure more closely aligns with real-world risk for Los Gatos and provides clearer and more stable financial protection. It should be noted that the Town cannot join the liability program of one authority and the property of another. As liability is a base requirement, liability coverage tends to drive decision-making when picking coverages.

Cyber Coverage

PLAN JPA

The PLAN JPA cyber program provides a $2 million primary limit and an additional $3 million excess limit for a total potential limit of $5 million. Member deductibles range from $50,000 to $250,000, depending on the member's total insured values. Coverage includes breach response services, business interruption, extortion response, data restoration, media liability, and payment card liabilities.

CJPIA

CJPIA provides a $2 million aggregate limit per member within a $10 million shared pool for cyber incidents. The Town's deductible is a consistent $100,000 for each claim, and CJPIA pays a $500,000 internal retention, which is not charged to members. The program covers first party response costs, including forensics, notification, identity monitoring, business interruption, system restoration, and extortion response, along with liability exposures such as regulatory penalties and payment card assessments.

Differences and Value Added

While PLAN JPA provides a higher theoretical combined limit, CJPIA provides more predictable financial exposure by offering a fixed deductible and absorbing the internal retention. This creates a more stable budgeting environment for cyber events, which are typically high urgency and resource intensive.

Crime Coverage

PLAN JPA

PLAN JPA provides crime coverage with a $2 million limit for most categories, including employee theft, forgery, theft of money or securities, computer fraud, and restoration expenses. The deductible for crime losses is $25,000. The coverage includes dedicated protection for social engineering and impersonation fraud.

CJPIA

CJPIA offers crime coverage with a range of limit options from $1 million to $5 million, allowing members to select the level that fits their needs. Deductibles range from $5,000 to $100,000, depending on the selected limit. The program covers employee dishonesty, forgery, theft of money and securities, computer fraud, and related financial fraud events.

Differences and Value Added

Both programs provide comprehensive crime protection. CJPIA's primary advantage is the ability to tailor limits to the Town's operations, which can improve efficiency and alignment with actual exposure. Although PLAN JPA includes certain preset sublimits for social engineering events, the difference is not a decisive factor in overall program selection.

Pollution Liability

PLAN JPA

PLAN JPA provides pollution coverage through the APIP program with a $2 million per incident limit and a $2 million per member aggregate. The overall program aggregate is $25 million. Deductibles usually fall between $250,000 and $500,000, depending on the type of environmental loss. Covered exposures include remediation of contaminated property, bodily injury, off-site migration, mold, sewer backup, wildfire, and contractor pollution.

CJPIA

CJPIA provides a $5 million per incident limit and a $5 million per member aggregate with a $20 million program aggregate. The program uses a standard $250,000 deductible except for older underground storage tanks. Coverage includes remediation of contaminated property, emergency response actions, bodily injury, environmental migration, image restoration costs, and protections for newly acquired properties subject to reporting conditions.

Differences and Value Added

CJPIA's substantially higher per incident limit provides stronger protection for the types of large environmental losses that create the greatest financial risk for municipalities. Since pollution exposures are typically dominated by the severity of individual events rather than aggregate limits, CJPIA's structure offers meaningfully greater value for the Town.

ENVIRONMENTAL ASSESSMENT:

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3), the "common sense exemption," because it can be seen with certainty that the approval of a resolution to withdraw from PLAN JPA and to join CJPIA will not result in a direct or reasonably foreseeable indirect physical change in the environment. The action constitutes an administrative and organizational change in insurance and risk management providers and therefore does not constitute a "project" under CEQA or has no potential for causing a significant environmental impact.

CONCLUSION:

It is prudent to periodically review insurance coverage and costs. Based on Town staff review, the Town can see savings while increasing coverage on key areas of liability, such as public safety and infrastructure use, and recommends moving forward with CJPIA.

Attachments:
1. Resolution
2. CJPIA Joint Powers Authority Agreement
3. CJPIA Bylaws

RESOLUTION XXXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING TERMINATION OF MEMBERSHIP IN THE POOLED LIABILITY ASSURANCE NETWORK JOINT POWERS AUTHORITY AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE THE NECESSARY DOCUMENTS TO JOIN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AND TO PROCURE RISK MANAGEMENT AND INSURANCE COVERAGES

WHEREAS, the Town of Los Gatos currently participates in the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), a joint powers authority created under Government Code section 6500 and related provisions to provide pooled liability and property programs for its member entities and to assume the assets, liabilities, and obligations of the former ABAG PLAN corporation; and

WHEREAS, on December 5, 2017, the Town Council adopted Resolution 2017-069 approving and authorizing execution of the PLAN JPA Joint Exercise of Powers Agreement and authorizing transfer of the Town's prior ABAG PLAN participation to PLAN JPA; and

WHEREAS, Article XIX of the PLAN JPA Joint Powers Agreement requires that any member agency withdrawing from PLAN JPA provide at least six months' written notice of its intent to withdraw, with such withdrawal effective only at the end of a fiscal year, and the Town must therefore issue timely notice in order to comply with these mandatory withdrawal procedures; and

WHEREAS, PLAN JPA currently provides pooled liability coverage under its Liability Memorandum of Coverage with a limit of $1,000,000 per occurrence above each covered party's retained limit, and excess liability protection up to a total of $30,000,000 per occurrence, with each member paying a self-insured retention before the pooled and excess layers respond; and

WHEREAS, PLAN JPA also provides pooled property coverage through the Alliant Property Insurance Program (APIP), under which members share a combined all risk property limit of $1,000,000,000 per occurrence subject to pool and member deductibles, including a $500,000 pool deductible and member level deductibles for most property and vehicle losses; and

WHEREAS, the Town's current participation in PLAN JPA includes liability, property, cyber, pollution, crime, and ERMA employment practices programs, for which recent annual contributions have exceeded $1,300,000, including liability premiums of $620,910 to $975,227 dollars and property premiums of $145,790 to $242,373 dollars from fiscal year 2022-23 through fiscal year 2024-25; and

WHEREAS, the California Joint Powers Insurance Authority (CJPIA) is a statewide joint powers authority formed under Government Code section 6500 and section 990.8 to administer

pooled self-insured liability and property programs for cities and other public agencies, as described in its Liability and Property Memoranda of Coverage; and

WHEREAS, CJPIA's Liability Program Memorandum of Coverage provides pooled protection with a primary layer of $30,000,000 per occurrence for bodily injury, property damage, personal injury, public officials liability, employment practices liability, automobile liability, and employee benefit administration liability, backed by excess insurance that increases coverage up to $50,000,000 per occurrence for each member; and

WHEREAS, CJPIAs Property Program Memorandum of Coverage provides all risk coverage for buildings, contents, business interruption, boiler and machinery, mobile equipment, fine arts, and related time element losses, with specified per occurrence limits and sublimits for earthquake, flood, newly acquired property, and other extensions for all participating members; and

WHEREAS, CJPIA also administers dedicated cyber liability, crime, and pollution liability programs which provide first-party and third-party cyber incident response, crime coverage for theft and fraud, and pollution coverage for Town locations and associated pipelines, each with defined member level deductibles and pooled aggregates; and

WHEREAS, Town staff have reviewed coverage documents and quotations from CJPIA and have compared CJPIAs liability, property, cyber, crime, and pollution programs to the Town's current coverage through PLAN JPA, including limits, deductibles, coverage breadth, exclusions, and member services; and

WHEREAS, based on that review, staff have concluded that CJPIAs liability program offers higher per occurrence limits for the Town's highest risk exposures, including police and general liability, together with elimination of the Town's current $50,000 liability self-insured retention, while CJPIA property, cyber, crime, and pollution programs provide substantially equivalent or improved coverage as compared to the Town's current programs; and

WHEREAS, staff estimate that moving from PLAN JPA to CJPIA for liability, property, cyber, crime, and pollution coverage, while retaining a $50,000 property retention and eliminating the current $50,000 liability self-insured retention, will produce ongoing annual savings of approximately $250,000 dollars and allow the Town to reduce its self-insured retention budget from $200,000 dollars to $50,000 dollars, based on comparison of recent PLAN JPA premiums and CJPIA quotes in the staff fiscal analysis; and

WHEREAS, Article 24(a) of the California Joint Powers Insurance Authority Joint Powers Agreement requires each new member agency to participate for a mandatory three-year initial term; and

WHEREAS, Article 24(c) of the CJPIA Joint Powers Agreement requires members, after the initial term, to provide twelve months' written notice prior to withdrawal; and

WHEREAS, Article 27 of the CJPIA Joint Powers Agreement authorizes cancellation of membership by a three-fourths vote of the Board of Directors, with the member thereafter treated as having voluntarily withdrawn; and

WHEREAS, the CJPIA Bylaws require each member agency to appoint a Director and an Alternate Director to the CJPIA Board of Directors; and

WHEREAS, the Town Manager and Town Attorney recommend that the Town Council authorize withdrawal from PLAN JPA in accordance with the PLAN JPA Joint Powers Agreement and authorize the Town to join CJPIA and to execute all necessary agreements to secure substantially equivalent or broader risk management and insurance coverage for the Town and its officers, employees, and volunteers.

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

1. The Town Council finds that terminating the Town's membership in PLAN JPA and joining the California Joint Powers Insurance Authority is in the best interests of the Town and its residents because it is expected to improve coverage for key risk exposures and produce ongoing cost savings while maintaining prudent risk management protections.

2. The Town Council hereby authorizes and directs the Town Manager and Town Attorney, or their designees, to issue the written notice of withdrawal and termination required by the PLAN JPA Joint Powers Agreement, with an effective date that complies with the requirement that withdrawal occur at the end of a fiscal year and that PLAN JPA receive at least six months prior written notice.

3. The Town Council approves the Town's participation as a member of the California Joint Powers Insurance Authority and authorizes the Town Manager and Town Attorney, or their designees, to negotiate, approve, and execute on behalf of the Town the CJPIA Joint Powers Agreement, the CJPIA Liability and Property Program Memoranda of Coverage, and any related participation, coverage, and indemnity agreements, in forms substantially consistent with the coverage documents reviewed by staff, together with such minor technical or clarifying changes as the Town Manager or Town Attorney may approve.

4. The Town Council further authorizes the Town Manager and Town Attorney, or their designees, to negotiate, approve, and execute all necessary or appropriate documents to implement the transition of the Town's insurance and risk management programs from PLAN JPA to CJPIA, including but not limited to:

    • Any agreements required to cancel, assign, or otherwise conclude existing PLAN JPA related coverage arrangements in coordination with PLAN JPA staff and brokers.

• Any applications, endorsements, schedules of locations, and declarations needed to secure liability, property, cyber, crime, and pollution coverage through CJPIA that provide substantially equivalent or improved coverage relative to the Town's current programs.

• Any ancillary agreements for risk management, claims administration, training, and loss control services provided by CJPIA.

5. The Town Council authorizes the Town Manager and Finance Director to make any necessary budget amendments and appropriations to reflect revised premium costs, reductions in self-insured retention appropriations, and any one time transition costs associated with the change in risk management providers, consistent with the fiscal impact described in the staff report.
6. The Town Manager and Town Attorney are authorized and directed to take such additional actions and to execute such further documents as they deem necessary or appropriate to carry out the intent and purpose of this Resolution and to complete the Town's withdrawal from PLAN JPA and entry into CJPIA.
7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the ___ day of _____ 20__, by the following vote:

CALIFORNIA J · P · I · A

Providing innovative risk management solutions for our public agency partners

JOINT POWERS AGREEMENT

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

AMENDED JULY 17, 2019

INTEGRITY

EXCELLENCE

INNOVATION

Attachment 2

TEAMWORK

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS **2**
ARTICLE 2 - PURPOSES **3**
ARTICLE 3 - PARTIES TO AGREEMENT **4**
ARTICLE 4 - TERM OF AGREEMENT **4**
ARTICLE 5 - CREATION OF AUTHORITY **4**
ARTICLE 6 - POWERS OF AUTHORITY **4**
ARTICLE 7 - BOARD OF DIRECTORS **5**
ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS **5**
ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS **6**
ARTICLE 10 - EXECUTIVE COMMITTEE **6**
ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE **6**
ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE **7**
ARTICLE 13 - CLAIMS COMMITTEE **8**
ARTICLE 14 - OFFICERS OF THE AUTHORITY **8**
ARTICLE 15 - ADVISORY COMMITTEES **9**
ARTICLE 16 - COVERAGE **9**
ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS **9**
ARTICLE 18 - ACCOUNTS AND RECORDS **10**
ARTICLE 19 - RESPONSIBILITY FOR MONIES **11**
ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY **11**
ARTICLE 21 - RESPONSIBILITIES OF MEMBERS **12**
ARTICLE 22 - NEW MEMBERS **13**
ARTICLE 23 - PROGRAM PARTICIPATION **14**
ARTICLE 24 - WITHDRAWAL **15**
ARTICLE 25 - EFFECT OF WITHDRAWAL **15**
ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION **16**
ARTICLE 27 - CANCELLATION OF MEMBERSHIP **16**
ARTICLE 28 - CANCELLATION FOR NON-PAYMENT **16**
ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION **17**
ARTICLE 30 - TERMINATION AND DISTRIBUTION **17**
ARTICLE 31 - PROVISION FOR BYLAWS **18**
ARTICLE 32 - NOTICES **18**
ARTICLE 33 – PROVISION FOR MAILED BALLOTS **18**
ARTICLE 34 - AMENDMENT **19**
ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT **19**
ARTICLE 36 - AGREEMENT COMPLETE **19**

JOINT POWERS AGREEMENT

CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

THIS AGREEMENT is made and entered into by and among the public entities organized and existing under the Constitution or laws of the State of California, hereinafter collectively referred to as "Members" and individually as "Member," that are parties signatory to this Agreement. Said Members are sometimes referred to herein as "parties."

RECITALS:

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with one or more joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

(a) "Advisory Committee" shall mean the Managers Committee, Finance Officers Committee, Risk Managers Committee and any other committee created by the Board of Directors or Executive Committee for the purpose of providing specialized advice to the Board of Directors or Executive Committee on the subject matter brought before it.

(b) "Alternate" shall mean that person or persons selected by the legislative body of each Member to represent the Member at the Board of Directors meeting in the absence of the Director, pursuant to Article 7 of this Agreement.

(c) "Authority" shall mean the California Joint Powers Insurance Authority created by this Agreement.

(d) "Board of Directors" or "Board" shall mean the governing body of the Authority.

(e) "Chief Executive Officer" shall mean that employee of the Authority who is appointed by the Executive Committee, and is granted authority and responsibility for the management and administration of the Authority and its joint protection programs.

(f) "Claims" shall mean demands made against the Authority, a Member, or Members arising out of occurrences that are within an Authority joint protection program as developed by the Executive Committee.

(g) "Contribution" shall mean an amount determined by the Executive Committee that is to be paid by the Member as its established share of funding required to cover the financial obligations of each joint protection program in which the member participates.

(h) "Director" shall mean that person selected by and from the legislative body of each Member to represent the Member on the Board of Directors pursuant to Article 7 of this Agreement.

(i) "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

(j) "Finance Officers Committee" shall mean the committee of the Authority composed of the Finance Directors or chief finance officers of the Members by whatever title locally designated.

(k) "Fiscal Year" shall mean that period of twelve months that is established as the fiscal year of the Authority.

(l) "Insurance" shall mean and include pooled self-insurance through a funded program and/or any commercial insurance, excess insurance, or reinsurance contract purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a specific protection period.

(m) "Managers Committee" shall mean the committee of the Authority composed of the City Managers, City Administrators, or chief executive officers of the Members by whatever title locally designated.

(n) "Risk Managers Committee" shall mean the committee of the Authority composed of the Risk Managers or risk officers of the Members by whatever title locally designated.

(o) "Secretary" shall mean the person selected by the Executive Committee from among its members to serve as Secretary of the Authority.

(p) "Treasurer" shall mean the person selected by the Executive Committee to serve as Treasurer of the Authority.

ARTICLE 2 - PURPOSES

This agreement is entered into by the Members pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq. in order to provide more comprehensive and economical protection from financial loss, to reduce the amount and frequency of their losses, and to decrease the cost incurred in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, the California Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Members will pool their losses and claims, jointly purchase insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, training, legal, and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement.

ARTICLE 3 - PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 22. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 24, 26, 27, or 28 shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement became effective on June 29, 1977, and shall continue until and unless terminated as hereinafter provided.

ARTICLE 5 - CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement; except with respect to public retirement system liabilities, which shall be governed by Sections 6508.1 and 6508.2.

ARTICLE 6 - POWERS OF AUTHORITY

(a) The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

1. To make and enter into contracts;
2. To incur debts, liabilities or obligations;
3. To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
4. To sue and be sued in its own name; and
5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law and are subject to the restrictions upon the manner of exercising the powers of the City of Lakewood.

ARTICLE 7 - BOARD OF DIRECTORS

(a) The Authority shall be governed by the Board of Directors that is hereby established and that shall be composed of one representative Director from each Member, who shall be selected from the legislative body of that Member by the process chosen by the Member.

(b) Each legislative body, in addition to appointing its Director of the Board, shall appoint at least one alternate who shall be an officer or employee of the Member. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Director for whom he or she is an alternate is absent from said meeting.

ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board shall elect from its members pursuant to Article 10 of this Agreement an Executive Committee, to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 34 herein.

(a) The Board shall adopt the operating budget of the Authority.

(b) The Board may review all acts of the Executive Committee, including development of the memoranda of coverage, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of a quorum of the Board of Directors.

(c) The Board shall receive and review periodic accountings of all funds under Articles 18 and 19 of this Agreement.

(d) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, that the Authority may conduct under the provisions hereof and pursuant to law.

(e) The Board shall have such other powers and functions as are provided for in this Agreement.

(f) The Board shall not have the power to overturn the decisions of the Claims Committee in regard to the settlement of claims.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular, and special meetings; provided, however, that it shall hold at least one regular meeting annually at a time and place determined by the Executive Committee.

(b) Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

(c) Quorum. A majority of the Directors or Alternates of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors or Alternates present at a meeting shall be sufficient to constitute action by the Board.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10 - EXECUTIVE COMMITTEE

There shall be an Executive Committee of the Board of Directors that shall consist of nine (9) members. Two of the members of the Executive Committee shall be the President and Vice President of the Board of Directors. The other members of the Executive Committee shall be elected by the Board of Directors at the Annual Meeting for the terms provided in the Bylaws. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee.

ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Directors shall have the following powers:

(a) The Executive Committee shall determine and select joint protection programs for the Authority including adoption of language of the Memoranda of Coverage and any limitations or endorsements to such Memoranda.

(b) The Executive Committee shall determine and select all insurance necessary to carry out the joint protection programs of the Authority.

(c) The Executive Committee shall have the authority to approve membership in the Authority and Member participation in one or more joint protection programs in accordance with Articles 22 and 23.

(d) The Executive Committee shall have the authority to cancel Member participation in one or more joint protection programs in accordance with Articles 26 and 28.

(e) The Executive Committee shall develop the operating budget of the Authority.

(f) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, and risk management consulting services.

(g) The Executive Committee shall receive and act upon reports of the Advisory Committees and the Chief Executive Officer.

(h) The Executive Committee shall appoint the Treasurer and Chief Executive Officer of the Authority.

(i) The Executive Committee shall have the power to hire such persons as the Executive Committee deems necessary for the administration of the Authority.

(j) The Executive Committee shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Chief Executive Officer of the Authority.

(k) The Executive Committee shall have such other powers and functions as are provided for in this Agreement or as delegated by the Board of Directors, including the power to create committees it deems necessary.

ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted in the same manner as the meetings of the Board of Directors, provided for in Article 9 of this Agreement. In addition, the Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities concerning the implementation of the joint protection programs of the Authority.

ARTICLE 13 - CLAIMS COMMITTEE

The Executive Committee members, together with the Chairs of the Managers Committee and the Finance Officers Committee, shall sit as the Claims Committee of the Authority. The Claims Committee shall have authority to make all determinations regarding defense, indemnity, and settlement of claims under the Memoranda of Coverage. Decisions of the Claims Committee regarding settlement of claims shall be final and not subject to further review. Decisions regarding coverage for defense or indemnity of claims shall be final, but subject to the Member's appeal rights as detailed in the applicable Memorandum of Coverage.

ARTICLE 14 - OFFICERS OF THE AUTHORITY

(a) President and Vice President. The Board shall elect a President and Vice President of the Authority, each to hold office for a two-year term, except as hereinafter provided, and until a successor is elected. The election of the President and Vice President shall be on alternate years. In the event the President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Vice President shall assume the position of President and serve the remainder of the prior President's unexpired term. In the event the Vice President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Executive Committee shall select from among its membership a new Vice President who shall serve the remainder of the unexpired term.

(b) Chief Executive Officer. The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees.

(c) Secretary. The Secretary shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Executive Committee.

(d) Treasurer. The duties of the Treasurer are set forth in Articles 18 and 19 of this Agreement.

(e) Attorney. The Executive Committee shall select an attorney for the Authority. The attorney shall serve at the pleasure of the Executive Committee.

(f) The Executive Committee shall have the power to appoint such other officers as may be necessary in order to carry out the purposes of this Agreement.

ARTICLE 15 - ADVISORY COMMITTEES

The Board of Directors or Executive Committee may establish Advisory Committees as deemed necessary. Such Committees shall meet from time to time as deemed necessary by them, and shall make recommendations to the Executive Committee based upon their expertise.

ARTICLE 16 - COVERAGE

(a) The coverage provided for Members through the Authority's joint protection programs may include protection for Personal Injury, Errors and Omissions, Contractual and Comprehensive Liability, Workers' Compensation and such other areas of coverage as the Executive Committee may determine. Such coverage may be through insurance as defined in Article 1.

(b) The Authority shall maintain limits of coverage for Members determined by the Executive Committee to be adequate. The Executive Committee may arrange for a group policy to be issued for Members interested in obtaining additional coverage above the limits of coverage at an additional cost to those participating Members.

(c) The Executive Committee shall arrange for the purchase of insurance it deems necessary to protect the funds of the Authority against catastrophes. The Executive Committee shall have the authority to discontinue purchase of this insurance, if at a future time the Executive Committee determines that it is no longer needed to protect the Authority's funds.

ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS

(a) The joint protection programs provided by the Authority shall extend to agencies or authorities as determined in the Memorandum of Coverage of each program.

(b) The cost allocation formula for each joint protection program shall be adopted by the Executive Committee.

(c) The contribution for each Member's participation in a joint protection program shall be determined by the Executive Committee.

(d) The cost allocation formula adopted by the Executive Committee for each joint protection program may provide for retrospective adjustments, and each Member shall pay any additional contribution required by such retrospective adjustment.

(e) The Executive Committee may provide for payment of a portion of such contributions to be made over a period of time on terms set by the Executive Committee.

(f) The Executive Committee may expand the Authority's offerings of joint protection programs to make available for Members' protection in addition to that which is provided for in this Agreement.

(g) Contributions held by the Authority for each joint protection program shall be accounted for separately, so that only Members participating in the program will share in pooled losses and expenses of that program. This separate accounting shall not prohibit the Authority from commingling contributions for purposes of investment, nor from paying losses or expenses when due from all available funds. As deemed appropriate, the Executive Committee may provide for inter-program transfers in the forms of loans, letters of credit, or other financial arrangements that stipulate that the lending program will be made whole by the borrowing program through the timely repayment of principal and compensation for the value of lost investment earnings during the financing period.

ARTICLE 18 - ACCOUNTS AND RECORDS

(a) Budget. The Authority shall adopt an operating budget, pursuant to Article 11(e) of this Agreement.

(b) Funds and Accounts. The Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Executive Committee. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by representatives of a Member.

(c) Treasurer's Report. The Treasurer, within 270 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member.

(d) Annual Audit. The Executive Committee shall provide for a certified, annual audit of the accounts and records of the Authority. The audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members. Such report shall be filed within nine months of the end of the year under examination.

(e) Costs. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term "administrative costs."

ARTICLE 19 - RESPONSIBILITY FOR MONIES

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the Executive Committee.

(b) A bond or other insurance protection providing coverage for embezzlement or other criminal acts in an amount determined by the Executive Committee to be adequate shall be required of all officers and personnel authorized to disburse funds of the Authority. The cost of such bond or insurance protection shall be paid for by the Authority.

(c) The Treasurer of the Authority shall perform the duties described in California Government Code Sections 6505.5 and 6505.6 pertaining to the receipt, safekeeping, payment, and reporting of Authority funds.

ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide loss protection as necessary, through various means including but not limited to insurance or other financial risk transfer, by negotiation or bid and purchase.

(b) Assist Members in obtaining coverage for risks not included within the joint protection programs of the Authority.

(c) Assist each Member's assigned risk manager with the implementation of that function within the Member.

(d) Provide loss prevention and safety and consulting services to Members as required, which may include programs for grants or loans to Members for loss prevention or safety purposes.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's joint protection programs.

(f) Provide loss control and analysis by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide contract review when requested by Members to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management evaluations of each Member to encourage implementation of best risk management practices.

(i) The Authority shall have standing and shall pursue recovery in its own name or in the name of a Member for losses covered by a joint protection program. Such recovery may be through subrogation, cross complaint, or salvage, as appropriate.

(j) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee in order to carry out the purposes of this Agreement.

ARTICLE 21 - RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

(a) The legislative body of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each Member shall appoint an employee to be responsible for the risk management function of that Member, and to serve as a liaison between the Member and the Authority as to risk management.

(c) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices or exposures.

(d) Each Member shall pay its contribution and any retrospective adjustment promptly to the Authority when due. After withdrawal or termination, each Member shall pay promptly to the Authority its share of any additional contribution, when and if required of it by the Executive Committee under Articles 24, 25, 26, 27, and 28 of this Agreement.

(e) Each Member shall report all claims to the Authority in accordance with the policies and procedures governing the joint protection program to which the claim applies.

(f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.

(g) Each Member shall cooperate with and assist the Authority in the pursuit of recoveries for losses covered by a joint protection program, including assigning its right to recover subrogated amounts, and if necessary, executing a written agreement to effect such assignment.

(h) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of a joint protection program, in all matters relating to this Agreement and covered losses, and will comply with all bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

(i) Each Member shall actively participate in the Authority's Risk Management Evaluation and Loss Control Action Plan (LossCAP) programs.

ARTICLE 22 - NEW MEMBERS

The Authority shall allow entry of new Members approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of each potential member by Authority staff and preparation of a report;
2. Review of the report by the Underwriting Committee, which shall then be forwarded to all Directors for review and comment;
3. Review by the Directors and submittal of comments to the Chief Executive Officer during the comment period; and
4. Approval by a two-thirds vote of the Executive Committee.

(b) Membership is effective immediately upon approval by the Executive Committee and execution of this Agreement by the new Member to join the Authority.

(c) A Member entering under this Article may be required to pay its share of organization expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the membership approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of Membership, and the Member shall be

treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

(e) New Members, accepted into membership after July 1, 2016, shall have provisional membership status throughout the initial five years of membership. During the provisional membership period:

1. The Authority reserves the right to retrospectively adjust the cost of coverage for provisional Members based on actual claims development, in the event that it varies materially from claims data provided to the Authority at the time of the initial underwriting; and
2. The Authority reserves the right to terminate membership of any provisional Member at the end of a protection period, with or without cause, by a two-thirds vote of the Executive Committee, provided the Executive Committee gives the provisional Member at least ninety days advance notice of the effective date of the termination of membership.
3. A provisional Member subject to termination under Paragraph 2, above, may appeal said termination to a panel of five chief executives randomly selected from the other Members.

(f) If a provisional Member does not complete five successive years of membership in good standing, due to withdrawal or termination, that provisional Member is not eligible to receive in any refunds, dividends, or equity distributions that may occur during the provisional membership period or at any time thereafter.

ARTICLE 23 - PROGRAM PARTICIPATION

The Authority shall allow for the participation of Members in the joint protection programs as approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of a potential participant by Authority staff and preparation of a report;
2. Consideration of the report by the Underwriting Committee with a recommendation to the Executive Committee; and

3. Approval by a two-thirds vote of the Executive Committee,

(b) Program participation is effective immediately upon approval by the Executive Committee and execution of appropriate resolutions and/or other documents by the new participant allowing participation in the joint protection program.

(c) A Member entering into a joint protection program may be required to pay its share of program development expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the program participation approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of program participation, and the Member shall be treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

ARTICLE 24 - WITHDRAWAL

(a) A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.

(b) A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.

(c) After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

ARTICLE 25 - EFFECT OF WITHDRAWAL

(a) The withdrawal of any Member from this Agreement shall not terminate the Agreement, and no Member by withdrawing shall be entitled to payment or return of any deposits, contributions, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets.

(b) The withdrawal of any Member from participation in a joint protection program shall not terminate the Member's responsibility to contribute its share of contributions or funds to the program until all claims, or other unpaid liabilities, covering the period the Member was signatory hereto have been finally resolved and a determination of the final amount of payments due from the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in the Article 30(c) of this Agreement.

ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION

The Executive Committee shall have the right to cancel any Member's participation in one or more joint protection programs upon the recommendation of the Chief Executive Officer and in accordance with the Healthy Members Practices and Procedures protocol. Any Member so cancelled shall on the effective date of the cancellation be treated the same and shall have the same responsibilities as if the Member had voluntarily withdrawn from the joint protection program.

ARTICLE 27 - CANCELLATION OF MEMBERSHIP

The Board of Directors shall have the right to cancel the membership of any Member based upon a three-fourths vote of the entire Board of Directors. Any Member so cancelled shall on the effective date of the cancellation be treated the same as if the Member had voluntarily withdrawn from membership, and said Member shall have the same responsibilities. Cancellation, as specified above, shall be within the sole discretion of the Board of Directors and may occur with or without cause, and the Board's discretion shall not be subject to any further review or appeal.

ARTICLE 28 - CANCELLATION FOR NON-PAYMENT

In the absence of a payment plan as authorized in Article 17(e), any Member's participation in a joint protection program may be cancelled automatically in the event of a failure of the Member to pay any contribution as required in this Agreement. Should any contribution remain unpaid more than thirty (30) days after receipt of notice by the Member, the Authority will send a notice advising the Member that it is in default under the terms of this Agreement, and that the Member's participation will be cancelled within thirty (30) additional

days unless full payment is received. Failure to make full payment as required in the notice of default shall be considered a withdrawal by the Member from the program effective on the date of cancellation specified in the notice of default; and no coverage shall apply to any claims submitted subsequent to the effective date of cancellation that arise from occurrences taking place during the current protection period. A Member cancelled for non-payment shall remain liable for a prorated share of the current year's contribution and for all retrospective adjustment contributions through the date of cancellation and attributable to prior years of coverage in which it participated.

ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION

Should any Member or former Member fail to pay any contribution or retrospective adjustment contribution when due, the Member shall also be liable to the Authority for attorney fees and costs incurred by the Authority in pursuing collection of such sums.

ARTICLE 30 - TERMINATION AND DISTRIBUTION

(a) This Agreement may be terminated by the written consent of three-fourths of the Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of a joint protection program, including any of those parties that previously withdrew pursuant to Article 24 of this Agreement, in accordance with and proportionate to their cash (including contributions) payments and property (at market value when received) contributions made reduced by their share of losses and expenses paid during the term of this Agreement. The Executive Committee shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members, including those that were Members at the time a claim arose or at the time a loss was incurred, to pay their share of any additional amount of

contribution deemed necessary by the Executive Committee for final disposition of all claims and losses covered by this Agreement. A Member's share of such additional contributions shall be determined on the same basis as that provided for annual contributions in Article 17 of this Agreement, and shall be treated as if it were the next year's annual contribution for that Member.

(d) In the absence of an Executive Committee, the Secretary shall exercise all powers and authority under this Article. The decision of the Executive Committee or Secretary under this Article shall be final.

(e) A provisional Member that does not complete five years of membership pursuant to Article 22 shall not be entitled to any distribution of assets upon termination of this Agreement.

ARTICLE 31 - PROVISION FOR BYLAWS

The Board shall cause to be developed Authority Bylaws. Each Member shall receive a copy of any Bylaws developed under this Article.

ARTICLE 32 - NOTICES

Notices to Members hereunder shall be sufficient if delivered to the administrative office of the respective Member. Delivery may be by U.S. Mail, email, or other form of notice acceptable under the Ralph M. Brown Act.

ARTICLE 33 – PROVISION FOR MAILED BALLOTS

Unless specifically prohibited elsewhere within this Agreement or the Bylaws, all actions contemplated by the Board of Directors may be voted on by the Members by mailed ballot as defined in the Bylaws. This shall not include the election of officers or members of the Executive Committee. Actions taken by mailed ballot shall require the same percentage of votes cast by the entire Membership as the percentage that would be required of a quorum voting on an item at a Board of Directors meeting.

ARTICLE 34 - AMENDMENT

With the exception of Article 27, this agreement may be amended by two-thirds vote of the Directors present at a duly held Board of Directors meeting, or by a two-thirds vote of the Membership for an amendment placed before the Membership by mailed ballot. Amendment to Article 27 shall require a three-fourths vote of the entire Board of Directors at a duly held Board of Directors meeting, or by a three-fourths vote of the Membership for an amendment placed before the Membership by mailed ballot.

ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT

With the exception of Article 21 (g), no Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 36 - AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below.

Date: _____

MEMBER: _____

By: _____

CALIFORNIA J · P · I · A

Providing innovative risk management solutions for our public agency partners

BYLAWS

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

AMENDED JULY 17, 2019

INTEGRITY

EXCELLENCE

INNOVATION

Attachment 3

TEAMWORK

BYLAWS

TABLE OF CONTENTS

ARTICLE I – OFFICES 1
Section 1. Principal Executive Office. 1
Section 2. Other Offices. 1
ARTICLE II - BOARD OF DIRECTORS 1
Section 1. Composition and Selection. 1
Section 2. Vacancies. 2
Section 3. Annual Meeting. 2
Section 4. Special Meetings. 3
Section 5. Place of Meetings. 3
Section 6. Quorum. 4
Section 7. Adjourned Meetings. 4
Section 8. Voting. 4
Section 9. Inspectors of Election. 5
ARTICLE III - EXECUTIVE COMMITTEE 6
Section 1. Number of Members. 6
Section 2. Composition, Selection and Term of Office. 6
Section 3. Vacancies. 6
Section 4. Resignation. 7
Section 5. Removal of Executive Committee or its Individual Members by Board of Directors. 8
Section 6. Regular Meetings. 8
Section 7. Special Meetings. 8
Section 8. Actions at Meetings. 9
Section 9. Adjourned Meetings. 9
ARTICLE IV – CLAIMS COMMITTEE 10
Section 1. Composition. 10
Section 2. Meetings. 10
ARTICLE V - ADVISORY COMMITTEES 10
Section 1. Managers Committee. 11
Section 2. Finance Officers Committee. 11

Section 3. Underwriting Committee. 12
Section 4. Other Committees 12
Section 5. Meetings. 12
ARTICLE VI - OFFICERS AND EMPLOYEES. 12
Section 1. Officers. 12
Section 2. Election and Term of Office. 12
Section 3. Other Officers and Employees. 13
Section 4. Vacancies. 13
Section 5. Removal and Resignation. 13
Section 6. President. 14
Section 7. Vice President. 14
Section 8. Secretary. 14
Section 9. Treasurer. 15
Section 10. Chief Executive Officer 15
ARTICLE VII - MISCELLANEOUS 15
Section 1. Rules and Regulations of Joint Protection Programs. 15
Section 2. Annual Report. 15
Section 3. Defense of Agents of the Authority. 15
Section 4. Inspection of Authority Records. 16
Section 5. Checks and Drafts. 16
Section 6. Register of Demands. 16
Section 7. Execution of Contracts. 17
Section 8. Rules of Procedure for Meetings. 17
ARTICLE VIII - AMENDMENTS TO BYLAWS 18
Section 1. Power of Board of Directors. 18
Section 2. Power of Executive Committee. 18

BYLAWS

FOR THE REGULATION, EXCEPT AS OTHERWISE PROVIDED BY STATUTE, OR THE AGREEMENT CREATING THE AUTHORITY, OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

ARTICLE I – OFFICES

Section 1. Principal Executive Office.

The principal executive office for the transaction of the business of the Authority is hereby fixed and located at 8081 Moody Street, La Palma, California 90623. The Executive Committee of the Authority shall have the authority to change the location of the principal executive office from time to time. Any such change shall be noted on the Bylaws by the Secretary, opposite this section, or this section may be amended to state the new location.

Section 2. Other Offices.

Other business offices may at any time be established by the Executive Committee at any place or places where the Authority is qualified to do business.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Composition and Selection.

The Board of Directors shall be composed of one Director from each Member of the Authority, who shall be a member of and selected by the legislative body of that Member, as provided for in the Agreement creating the Authority. Each legislative body shall also appoint at least one alternate, who shall be an officer or employee of that Member. The alternate may attend meetings and vote in the absence of the Director. One person may be duly appointed by more than one Member as the Director representing those Members. "Absence," as the term is used in this section, includes "vacancy" as defined in Section 2 of this Article II. “Director” as the term is used in these Bylaws includes an “alternate” serving in the absence of the Director.

If a Member's membership in the Authority is terminated for whatever reason and by whatever method, that Member shall no longer have a representative on the Board of Directors, Executive Committee, or any other Committee of the Authority.

Section 2. Vacancies.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, resignation, expiration of term, removal by the Member that made the appointment, or when the Director ceases to be a member of the legislative body of the appointing Member. Vacancies in the positions of Director or alternate or alternates shall be filled in the manner provided for regular appointment of such persons in the Agreement creating the Authority and the Bylaws.

Section 3. Annual Meeting.

(a) Time Held and Business to be Transacted.

The annual meeting of the Board of Directors shall be held in July of each year or at such other time as may be designated by the Executive Committee. At such meeting the President and Vice President of the Authority and other members of the Executive Committee shall be elected as provided in Article III, reports of the affairs of the Authority shall be considered, and any other business may be transacted that is within the powers of the Board of Directors.

(b) Notice.

Written notice of each annual meeting shall be given to each Member of the Authority by mail, email, or other means of written communication, in the manner provided by the Ralph M. Brown Act, California Government Code Section 54950, *et seq.* Such notice shall specify:

(1) the place, the date, and the hour of such meeting;

(2) those matters that are intended to be presented for action or review by the Board of Directors;

(3) if officers and members of the Executive Committee are to be elected, the names of nominees intended at the time of the notice to be presented for election;

(4) the general nature of any proposal to be presented for action with respect to approval of (i) a new Member, (ii) a contract or other transaction of the Authority with an interested Member, (iii) amendment of the Agreement creating the Authority, (iv) the cancellation of a Member's participation in a joint protection program, (v) voluntary termination of the Agreement creating the Authority, or (vi) a distribution of program assets upon program dissolution; and

(5) such other matters, if any, as may be expressly required by statute or by the Agreement creating the Authority.

Section 4. Special Meetings.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement creating the Authority, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by the Executive Committee of the Authority or by not less than ten (10) Members. Upon request in writing that a special meeting of the Board of Directors be called for any proper purpose, directed to the President, Vice President, or Secretary of the Authority, by any person or persons entitled to call a special meeting of the Board of Directors, the officer receiving such request forthwith shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than fifteen (15) nor more than sixty (60) days after receipt of the request. Notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq*. Such notice shall specify the place, date and hour of such meeting, and, if applicable, the names of nominees for officers or members of the Executive Committee intended at the time of the notice to be presented for election and the nature of the business to be transacted. No business other than that specified in the notice of the special meeting may be transacted at that meeting.

Section 5. Place of Meetings.

All annual or other meetings of the Board of Directors shall be held at a place within the State of California designated by the Executive Committee by resolution.

Section 6. Quorum.

At any meeting, the presence in person or by approved teleconference by the Director or alternate of a majority of the Members shall constitute a quorum for the transaction of business.

Section 7. Adjourned Meetings.

(a) Adjournment.

Any meeting of the Board of Directors may be adjourned from time to time by the vote of a majority of the Directors present.

(b) Notice.

When any meeting of the Board of Directors is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

Section 8. Voting.

Unless a record date for voting purposes is fixed by the Executive Committee, Members that are Members on the day of the meeting of the Board of Directors shall be entitled to vote at such meeting. Such vote may be by voice vote or ballot; provided, however, that all elections for officers or members of the Executive Committee must be by ballot upon demand made by a Director at any election and before the voting begins. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of the Board, unless the vote of a greater number is required by the Agreement creating the Authority or by statute. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, provided that any action taken is approved by a number of Directors at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting. Every Member shall have one vote to be exercised by its Director. If one person has been duly appointed by more than one Member as the Director representing those Members, said person shall have the right to cast votes equal to the number of Members for which he or she has been appointed as Director.

Ballots shall have imprinted on them, the name of the Member on whose behalf a ballot is cast. Ballots shall be open to inspection and public disclosure. A Director has the right to change his or her vote up to the time the vote is finally announced and thereafter only with permission of the Board of Directors prior to adjournment. No Director may change his or her vote, nor may anyone challenge the vote of any Director after the results have been announced, except by the consent of the Board of Directors, and then only prior to adjournment of the meeting at which the vote was cast. Written proxies or powers of attorney casting the vote for any Director, directing any Director to vote in a particular fashion, or acting in the place and stead of any Director, are not acceptable. The vote of each Director or his or her alternate shall not be challenged on the basis that said Director or alternate voted contrary to the express will of the legislative body of the Member for which he or she acts.

Section 9. Inspectors of Election.

(a) Appointment.

In advance of any meeting of the Board of Directors, the Executive Committee may appoint any persons, other than nominees for office, as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the President, or Vice President in his or her absence, may, and on the request of any Director or alternate, shall make such appointment at the meeting. The number of inspectors shall be either one (1) or three (3), at least one of whom shall be a member of the Board of Directors. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may, and on the request of any Director, shall be filled by appointment by the Executive Committee in advance of the meeting, or at the meeting by the President, or the Vice President in his or her absence.

(b) Duties.

The duties of such inspectors shall include: Determining the current number of Members, the Members represented at the meeting, and the existence of a quorum; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes

or consents; determining when the polls shall close; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all Members.

(c) Procedure.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. The decision, act or certificate of a majority of the inspectors shall be effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

ARTICLE III - EXECUTIVE COMMITTEE

Section 1. Number of Members.

The authorized number of members of the Executive Committee shall be nine (9), until and unless changed by amendment of this Section, duly adopted by the vote or written consent of a majority of the Board of Directors, and subject to the limitations in the Agreement creating the Authority.

Section 2. Composition, Selection and Term of Office.

The Executive Committee shall consist of the President, Vice President and seven other members elected by the Board of Directors from the members of the Board.

The terms of office of the Executive Committee members shall be for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve. Members of the Executive Committee shall hold office until their successors are elected.

The President, or in his or her absence, the Vice President, shall serve as Chairperson of the Executive Committee.

Section 3. Vacancies.

(a) Creation of Vacancies.

A vacancy or vacancies in the Executive Committee shall be deemed to exist in case of the death, resignation, expiration of term, termination of membership on the Board of Directors, removal of any Executive Committee member by the Board of Directors, declaration of unsound mind by order of court, conviction of a felony, increase in the authorized number of members by amendment of the Agreement creating the Authority, or if the Board of Directors fail, at any annual or special meeting of the Board at which any members of the Executive Committee are elected, to elect the full authorized number of Executive Committee members to be voted for at that meeting. A vacancy in the Executive Committee may further be created by removal of any member by the Executive Committee when such member has been absent from two or more regular meetings of the Executive Committee without advance excuse approved by the Executive Committee during any one year (from July 1 to June 30), and the Executive Committee determines, after reviewing the circumstances of said absences, that such member should be removed.

(b) Vacancies Filled by Executive Committee.

Vacancies in the Executive Committee, except for a vacancy created by the removal of an Executive Committee member, may be filled by appointment by a majority of the remaining members of the Executive Committee, though less than a quorum, or by a sole remaining member of the Executive Committee, and each member so appointed shall hold office until the expiration of the term of the vacated seat.

(c) Vacancies Filled by Board of Directors.

The Board of Directors may elect a member of the Executive Committee at any time to fill any vacancy or vacancies or seat filled on an interim basis by the Executive Committee. A vacancy in the Executive Committee created by the removal of a member by the Board of Directors may be filled only by the vote of a majority of the Directors present at a duly held meeting of the Board of Directors.

Section 4. Resignation.

Any Executive Committee member may resign effective upon written notice to the President, the Vice President, the Secretary or the Board of Directors of the Authority, unless the notice

specifies a later time for the effectiveness of such resignation. A vacancy created by such resignation shall be filled pursuant to Article III, Section 3.

Section 5. Removal of Executive Committee or its Individual Members by Board of Directors.

The entire Executive Committee or any of its individual members may be removed from office by a two-thirds vote of the Directors present at a duly held meeting of the Board of Directors.

Section 6. Regular Meetings.

(a) Regular Meetings.

The Executive Committee shall hold a regular monthly meeting. In the event a meeting date falls on a holiday or conflicts with another activity of the Authority or its Members, the President and Chief Executive Officer may confer, and the President will reschedule the monthly meeting to a more convenient date, giving notice to all Members.

(b) Call and Notice.

No further call or notice of regular meetings need be given, except as is required to comply with the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Section 7. Special Meetings.

(a) Call.

Special meetings of the Executive Committee for any purpose or purposes may be called at any time by the President, the Vice President, the Secretary, any two members of the Executive Committee, or the Chief Executive Officer.

(b) Notice.

Notice of the time and place of special meetings shall be given in writing to the members of the Executive Committee, delivered personally, by mail, email, or other approved method of delivery to each member at least 24 hours before the time of such meeting.

Such notice shall specify the business to be transacted at the meeting and no business other than that specified in the notice shall be transacted at that meeting. Said notice shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Section 8. Actions at Meetings.

The President, or in his or her absence, the Vice President shall serve as the Chairperson of the Executive Committee. The presence of a majority of the authorized number of Executive Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Executive Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Executive Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Executive Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting.

Section 9. Adjourned Meetings.

(a) Adjournment.

A quorum of the members of the Executive Committee may adjourn any Executive Committee meeting to a stated day, hour and place; provided, however, that in the absence of a quorum, a majority of the Executive Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Executive Committee.

(b) Notice of Adjournment.

If a meeting is adjourned for more than 24 hours, at least 24-hours written notice of such adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Executive Committee members who were not present at the time of adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given if the time and place are fixed at the time of adjournment, except that the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*, shall be complied with.

ARTICLE IV – CLAIMS COMMITTEE

Section 1. Composition.

The Claims Committee shall be composed of each member of the Executive Committee, the Managers Committee Chair, and the Finance Officers Committee Chair.

Section 2. Meetings.

The President shall appoint an Executive Committee member to serve as the Chair of the Claims Committee. The Chair, or in his or her absence the President, shall preside over the meetings. The presence of a majority of the authorized number of Claims Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Claims Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Claims Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Claims Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority of the number required for a quorum for such meeting.

ARTICLE V - ADVISORY COMMITTEES

Section 1. Managers Committee.

Pursuant to the Agreement creating the Authority, the Managers Committee shall be composed of one representative from each Member, who shall be the City Manager, City Administrator or the Chief Executive Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 2. Finance Officers Committee.

Pursuant to the Agreement creating the Authority, the Finance Officers Committee shall be composed of one representative from each Member, who shall be the Finance Director or Chief Finance Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Finance Officers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 3. Risk Managers Committee.

Pursuant to the Agreement creating the Authority, the Risk Managers Committee shall be composed of one representative from each Member, who shall be the Risk Manager or risk officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Risk Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 4. Underwriting Committee.

Pursuant to the Agreement creating the Authority, the Underwriting Committee shall be composed of the Managers Committee Chair and Vice Chair, the Finance Officers Committee Chair and Vice Chair, and the Chief Executive Officer of the Authority. Three representatives shall constitute a quorum. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn.

Section 5. Other Committees

Other committees may be created by the Executive Committee for the purpose of providing specialized advice to the Executive Committee on the subject matter brought before it. The committee's purpose, composition, quorum requirements, and meeting schedule may be defined by the Executive Committee or delegated by the Executive Committee to the advisory committee itself.

Section 6. Meetings.

Such Committees shall meet from time to time and shall elect their respective Chairpersons, Vice Chairpersons and other officers as deemed necessary by them. All meetings shall be noticed in compliance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

ARTICLE VI - OFFICERS AND EMPLOYEES

Section 1. Officers.

The officers of the Authority shall be a President, a Vice President, a Secretary, and a Treasurer. The Executive Committee may, in addition, provide for other officers as it deems necessary for the performance of the business of the Authority.

Section 2. Election and Term of Office.

The President and Vice President of the Authority shall be elected by the Board of Directors at its annual meeting, and each shall hold office for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve, and until his or her successor is elected.

Section 3. Other Officers and Employees.

The Executive Committee shall appoint, or may empower the President to appoint, subject to ratification by the Executive Committee, all officers other than the President and Vice President. Except as may otherwise be provided in the Agreement creating the Authority or the Bylaws, such officers shall hold office until replaced by action of the Executive Committee. The Executive Committee shall also appoint a Chief Executive Officer and Authority Attorney who shall serve at the pleasure of the Executive Committee or for such term as the Executive Committee may provide by agreement. All officers and employees shall have such authority and perform such duties as are provided in the Agreement creating the Authority, or the Bylaws or as the Executive Committee may from time to time determine. The Executive Committee may provide for the payment of compensation to officers or employees for their services to the Authority.

Section 4. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, expiration of term, or any other cause shall be filled in the manner prescribed in the Agreement creating the Authority and the Bylaws for regular appointments to such office.

Section 5. Removal and Resignation.

(a) Removal.

The President, Vice President or any Executive Committee member may be removed, without cause, by the Board of Directors, at any regular or special meeting thereof. An officer chosen by the Executive Committee may be removed, without cause, by the Executive Committee or by any officer upon whom such power of removal may be conferred by the Executive Committee, (subject, in each case, to the rights, if any, of an officer under any contract of employment).

(b) Resignation.

Any officer may resign at any time by giving written notice to the Executive Committee or to the President, or to the Secretary of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party.

Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. President.

The President shall preside at all meetings of the Board of Directors and the Executive Committee. He or she shall be a member of all of the Executive Committee standing committees and shall have the powers and duties as may be prescribed by the Board of Directors, the Agreement creating the Authority, or the Bylaws.

Section 7. Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

Section 8. Secretary.

The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a permanent record of minutes of actions taken at all meetings of the Board of Directors and Executive Committee, whether regular or special, (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated Directors and alternates of each Member.

The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors and of the Executive Committee required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Executive Committee, the Agreement creating the Authority, or by the Bylaws.

Section 9. Treasurer.

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the Agreement creating the Authority.

Section 10. Chief Executive Officer

The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees. The Chief Executive Officer shall have such other and related duties as may be prescribed by the Executive Committee or the Bylaws.

ARTICLE VII – MISCELLANEOUS

Section 1. Rules and Regulations of Joint Protection Programs.

As soon as practicable after development of the details of a joint protection program of the Authority, the specific rules and regulations for the implementation of the program shall be adopted by the Executive Committee, which shall cause them to be set forth in written form and a copy thereof distributed to each Member. Such rules and regulations shall be included in any procedure manual prepared by the Authority for the Members.

Section 2. Annual Report.

The Executive Committee of the Authority shall cause an annual report to be sent to the Members not later than 270 days after the close of each fiscal year. Such report shall contain a statement of net position as of the end of such fiscal year and a statement of revenues, expenses, and changes in net position for such fiscal year, and shall be accompanied by the annual audit report thereon and such other information as may be required by law.

Section 3. Defense and Indemnification of Agents of the Authority.

(a) For the purpose of this Article, "agent" means any person who is or was an officer, board member, employee, or other agent of the Authority.

(b) The Authority shall provide for the defense and indemnity of any civil action or proceeding brought against any such agent of the Authority in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Authority, and to the extent of such defense as is provided for in California Government Code Section 995 *et seq.*

Section 4. Inspection of Authority Records.

The accounting, books and records, the list of Members' designated Directors and alternates, and minutes of proceedings of the Board of Directors and the Executive Committee and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Section 5. Checks and Drafts.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Authority, shall be signed or endorsed by the President and Treasurer or by such person or persons and in such manner as, from time to time, shall be determined by the Executive Committee.

Section 6. Register of Demands.

A register of all demands shall be submitted to the Executive Committee for payment approval and shall have attached thereto the affidavit or declaration of the Chief Executive Officer certifying as to the accuracy of the demands and the availability of funds for payment thereof. The Executive Committee shall not hear, consider, allow or approve any bill or demand against the Authority unless the same is itemized giving names, dates, and particular services tendered, and any other pertinent details as the case may be. Demands for salaries and wages of officers and employees of the Authority may, but need not be, presented to the Executive Committee prior to payment but shall appear on the next register of demands for approval.

After approval of the register of demands by the Executive Committee, the public officer performing the function of Treasurer shall sign the warrant authorizing payment of the demands so approved. Signatures on warrants may be by facsimile.

Section 7. Execution of Contracts.

The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances. Unless so authorized by the Executive Committee, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount. The Chief Executive Officer is authorized to enter into any contract or execute any instrument in the name of, and on behalf of, the Authority for services and programs approved by the Executive Committee or Board of Directors, subject to limitations (including budget limitations) set by the Executive Committee or the Board of Directors.

Section 8. Rules of Procedure for Meetings.

All meetings of the Board of Directors, Executive Committee, and any other Committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with California law, the Agreement creating the Authority, or the Bylaws, whereupon the latter three shall govern over said Rules of Order.

ARTICLE VIII - AMENDMENTS TO BYLAWS

Section 1. Power of Board of Directors.

New Bylaws may be adopted, or these Bylaws may be amended or repealed by the affirmative vote of a majority of the quorum at a meeting of the Board of Directors, except as otherwise provided by the Agreement creating the Authority.

Section 2. Power of Executive Committee.

Subject to the right of the Board of Directors as provided in Section 1 of this Article VIII to adopt or amend Bylaws, Bylaws other than a bylaw or amendment thereof changing the authorized number of members of the Executive Committee may be adopted or amended by the Executive Committee. Any amendment by the Executive Committee shall be on the agenda of the next meeting of the Board of Directors for ratification. An affirmative vote by a majority of the quorum shall constitute ratification of the amendment.

TOWN OF LOS GATOS
COUNCIL AGENDA REPORT

MEETING DATE: 12/02/2025
ITEM NO: 20

DATE: November 26, 2025

TO: Mayor and Town Council

FROM: Chris Constantin, Town Manager

SUBJECT: **Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff**

RECOMMENDATION: Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff.

FISCAL IMPACT:

This discussion has no fiscal impact.

STRATEGIC PRIORITY:

This discussion supports the Town's 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:

At its meeting on September 24, 2025, the Historic Preservation Committee (Committee) discussed several historic preservation topics at the request of the Committee Chair, with the goal of identifying potential items for inclusion in a letter to the Town Council regarding future work plan priorities. The Committee reached consensus on a number of topics to be included in the letter, and the Chair requested that a final draft be returned to the Committee for formal adoption.

On November 19, 2025, the Committee discussed the final draft of the letter to the Council and voted unanimously to adopt the letter.

PREPARED BY: Sean Mullin, AICP
Planning Manager

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

SUBJECT: Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff

DATE: November 26, 2025

This letter is being presented to the Council for discussion and consideration at the request of the Mayor.

DISCUSSION:

The Historic Preservation Committee typically has not had a separate work plan as the Town Code prescribes an existing workload of items for their consideration. Per Section 29.80.227 of the Town Code, the powers and duties of the Committee include the following:

1. Regularly review and make recommendations to the Planning Commission concerning the determination of all matters pertaining to historic preservation which comes before the Planning Commission.
2. Review and make recommendations to the Planning Director concerning the determination of a minor residential development permit for properties with a LHP overlay zone or structures which were built prior to 1941.
3. Review and make recommendations to the Planning Director concerning minor residential and commercial exterior alterations not covered under the architecture and site approval process or the minor residential development permit, for designated properties with a LHP overlay zone pursuant to subsection 29.20.485.
4. Upon request of the Planning Director, review pending or proposed building permits dealing with historic structures when it is questionable that the work proposed meets the guidelines for pre-1941 structures.
5. May, on request of the property owner, advise with respect to any proposed work requiring or not requiring a Town permit on any historic structure, a designated landmark site or in a designated historic district. Examples of the work referred to are additions, demolitions, painting and repainting of exterior surfaces, roofing, fencing, landscaping, glazing, and installation of lighting fixtures. In advising, the Historic Preservation Committee shall be guided by the purposes and standards specified in this division and other applicable ordinances and/or development standards. This subsection does not impose regulations or controls on any property.
6. Review and make recommendations to the Planning Director on requests for removal of a pre-1941 property from the Historic Resources Inventory.

Town commissions, committees, and boards serve at the pleasure of the Council, and any work plans are established by Council direction. The Committee's letter outlines several potential work plan items for consideration (Attachment 1). The topics included in the proposed historic preservation workplan would require review and consideration by the Historic Preservation Committee, Planning Commission, and Town Council. It is not meant to be limited to the Historic Preservation Committee since it addresses the Town's approach and regulations of historic preservation in the Town.

SUBJECT: Discuss a Letter from the Historic Preservation Committee to the Town Council Regarding Future Historic Preservation Workplan Items and Provide Direction to Staff

DATE: November 26, 2025

Staff seeks Council guidance on which items the Council is interested in exploring. Clear direction from the Council will help ensure alignment with Council priorities, efficient use of the Committee's time, adequate staff support, and appropriate consideration of budgetary impacts. As this is being agendized outside of the regular work plan cycle, staff has not yet had the opportunity to evaluate these items and the impacts may be broad reaching. Once Council provides guidance on items of interest, staff will evaluate the items for impacts for Council's further consideration, including staffing and budgetary resources.

CONCLUSION:

Staff looks forward to the Council's discussion on these topics. Additionally, staff will be prepared to discuss the next potential steps based on the Council's direction.

ENVIRONMENTAL ASSESSMENT:

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

ATTACHMENTS:

1. Letter to the Town Council Regarding Future Historic Preservation Committee Workplan Items

To: Mayor Hudes and Members of the Town Council
From: Historic Preservation Committee
Re: Proposed Historic Preservation Committee Work Program
Date: November 13, 2025

The Historic Preservation Committee is pleased to submit the proposed Work Program for your review and consideration. The attached document outlines the Committee's overarching goal, key objectives, and a series of recommended action items designed to support the Town's historic preservation priorities.

For clarity and ease of reference, the recommended action items are organized into five categories. During the Committee's Special Meeting on October 29, 2025, members acknowledged areas of overlap among these categories; however, the Committee unanimously agreed to retain them, as each reflects important intersections and gaps within existing guiding documents and policies.

While mindful of the Town's current budget and staffing constraints, the Committee believes this Work Program is well aligned with the Town's strategic objectives and will strengthen the preservation, understanding, and stewardship of Los Gatos' historic resources. We respectfully request the Council's consideration of the proposed action items.

Respectfully submitted,
Lee Quintana, Chair
Martha Queiroz, Vice Chair
Susan Burnett, Committee Member
Alan Feinberg, Committee Member
Emily Thomas, Committee Member

Historic Preservation Work Program

Goal of the Work Program

Enhance efficiency, transparency, and understanding of the entire historic resources review and approval process for the community members, committee members/commissioners, Town Council members, and staff.

Objectives of the Work Program

- **Objective A:** Update and clarify the definitions and required findings for determining historic resource status in Town code
- **Objective B:** Provide consistency and alignment across Town documents, procedures, and code sections related to historic preservation and resources
- **Objective C:** Improve the consistency and predictability of decisions by clarifying the criteria and standards used in evaluating historic resources
- **Objective D:** Improve shared understanding of the purpose and value of historic resources through clearer documentation, communication, and education
- **Objective E:** Improve efficiency of the Historic Preservation review and approval process
- **Objective F:** Enhance historic preservation policies and procedures that support Housing Element goals
- **Objective G:** Update existing historic districts and evaluate potential districts, heritage areas, and special recognition area

Recommended Action Items

Area	Action Item	Justification	Objective
Chapter 29 Article I Division 1. - Miscellaneous **Sec. 29.10.09030. - Demolitions**	1. Clarify demolition of historic structures (c)	Article I Division 1 Sec. 29.10.09030. Demolitions and Article VIII Division 3 Sec. 29.80.310 are not consistent with each other or the Residential Design Guidelines. Sec. 29.10.09030. (c) cites criteria for permit approval for demolition of a historic structure although the requirements are not identified as findings. It is not clear how these requirements differ or relate to findings listed in Sec. 29.10.09030.(e)(2).	☐ A ☑ B ☑ C ☑ D ☑ E ☐ F ☐ G
	2 . Clarify definition of "contributor to a potential historic district"	Sec. 29.10.09030. (c) term “contributor to a potential historic district” is not defined and only used in the Bloomfield Survey.	
	3. Clarify the reason for and criteria of the “report”	In Sec. 29.10.09030.(c) the required “report” is vague and its intent is not clear; it doesn’t state if/when the report is used to determine historic resource status or other decision making.	
	4. Clarify preservation of historically or architecturally significant buildings or structures (e)(2)	Sec. 29.10.09030.(e) is not clear with regards to the difference between findings for historic and non-historic structures and its relevance to granting architecture and site applications.	
Chapter 29 Article VIII **Division 3 - Historic Preservation and LHP Landmark and Historic Preservation Overlay Zone**	5. Add definitions of the Town’s historic resources	The code does not currently include definitions of historic resources or findings in Chapter 29 Article VIII Division 3. The difference between “pre-1941”, “Historic Status Code”, and “contributor” are not defined but used to make decisions.	☑ A ☑ B ☑ C ☑ D ☑ E ☐ F ☐ G
	6. Add findings for different types of historic resources 7. Clarify the differences between the Federal/State findings and the Town’s findings for integrity 8. Clarify the difference between findings and considerations and when they are applied	Findings are only required with regards to status in the historic inventory. Considerations for all other situations are not clear.	

Recommended Action Items

	9. Change title of Sec. 29.80.290 Standards for Review from “Standards” to “Considerations” 10. Move Sec. 29.80.290 Standards for Review to follow definitions	Considerations are currently described in the code as standards. Sec. 29.80.290 outlines the review process but is currently “hidden” after less used code.	
1991 Historical Resources Survey Project **(Bloomfield Survey and Historic Inventory)**	11. Update, conduct a new survey, or use the current survey for reference only	The Bloomfield Survey was a “windshield” survey conducted 30 years ago, therefore, not all pre-1941 structures in Town were evaluated and some structures included in the survey do not meet criteria for a historic resource.	☐ A ☑ B ☑ C ☑ D ☑ E ☑ F ☑ G
	12. Add a description of the Bloomfield Survey including its purpose, study area, methodology, and final recommendations to the Residential Design Guidelines	The Bloomfield Survey is central to the review, analysis, and decision making process and its intended use is currently absent from the Residential Design Guidelines. A description of the survey will increase the understanding of the Town’s historic preservation review process.	
	13. Consider revising the 1941 construction date for historic resources	This date was chosen because it was the first year the County has comprehensive tax records for the Town. The Bloomfield Survey recommended changing the 1941 date.	
	14. Protect historic resources not currently covered under the LHP Overlay by: a. Designating additional historic districts and/or updating current historic districts as recommended by the Bloomfield Survey, starting with Glenridge b. Establishing a Heritage Area based on the Bloomfield Survey area c. Establishing special recognition areas or sites to acknowledge architectural, cultural, or aesthetic resources that are newer than 1941	There are districts in Town with a high concentration of pre-1941 structures that have been identified in the Bloomfield Survey as “potential contributors to historic districts”. The Survey suggested the addition of Historic Districts, specifically Glenridge. A Heritage Area could protect structures identified as “potential contributors to a historic district” by the Bloomfield Survey. There are areas of Town outside of current Historic Districts that have architectural, cultural, and aesthetic significance that do not qualify as a historic resource under the current 1941 standard. For example, the mosaics depicting early California life at Riviera Drive.	

Recommended Action Items

	15. Separate the Town's Inventory of Historic Resources from the Bloomfield Survey and publish the Inventory	Not all pre-1941 structures listed in the Survey meet the criteria for a Los Gatos Historic Resource. Publishing the Historic Inventory and list of the Survey would allow better public access and transparency.	
Residential Design Guidelines **Chapter 4 Historic Resources**	16. Revise and update acceptable substitute materials including window replacements and siding materials	There are many new materials available that are of high quality, integrity, and indistinguishable from traditional materials. In addition, these materials may be required by fire code and/or insurance companies for fire safety.	☐ A ☑ B ☑ C ☑ D ☑ E ☑ F ☐ G
	17. Add specific guidelines for additions and accessory structures for historic resources and historic districts	The Guidelines currently focus on the immediate neighborhood for compatibility, which is appropriate for new construction, but not for additions or accessory structures for historic resources or districts. Specific guidance for additions and accessory structures for historic resources and districts with consideration of the architecture and character defining features of the existing structure rather than immediate neighborhood would be more appropriate.	
	18. Clarify Section 4.5 Demolitions and definitions in the sidebar on page 42; cite findings required to demolish a historic resource	The process is unclear and does not align with Sec. 29.10.09030 Demolition Code.	
Other	19. Add a Flow Chart or Table of the various types referrals to the HPC	It is not clear how projects move through historic review in Town. Adding a flow chart, a table, and/or graphics would demystify the process for the various types of applications and projects that are referred to the HPC.	☐ A ☐ B ☑ C ☑ D ☑ E ☑ F ☐ G
	20. Sec. 29.40.075. - Floor area ratio Consider adjusting the garage square footage included FAR calculations for historic properties and/or historic districts zoned R-1D and R-D	Historic properties and lots in historic districts typically have smaller detached garages located at the rear of the property. Garages that are detached from historic structures minimize the mass of additions to existing structures. Changing the FAR calculation to incentivise detached garages would keep the historic pattern of neighborhoods. Alternatively, extending the 400 square foot limit to lots greater than 5,000 square feet could achieve a similar outcome.	