



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
FEBRUARY 02, 2021  
110 EAST MAIN STREET  
LOS GATOS, CA**

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

**PARTICIPATION IN THE PUBLIC PROCESS**

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

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

**Deadlines for Public Comment and Presentations are as follows:**

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

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

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

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
FEBRUARY 02, 2021  
7:00 PM**

**IMPORTANT NOTICE REGARDING THE FEBRUARY 2, 2021 MEETING**

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID- 19 pandemic. The live stream of the meeting may be viewed on television and/or online at [www.losgatosca.gov/AgendasAndVideos](http://www.losgatosca.gov/AgendasAndVideos). **In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.**

**PARTICIPATION**

If you are not interested in providing oral comments in real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at [www.LosGatosCA.gov/TownYouTube](http://www.LosGatosCA.gov/TownYouTube).

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar:

- Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/86874561534?pwd=akt3ZU5CM1JudCtwL3VQSThiUkhxQT09>. Password: 626448. You can also type in 86874561534 in the “Join a Meeting” page on the Zoom website at <https://zoom.us/join>.
- Join by telephone: Dial: 877 336 1839. Conference code: 969184

During the meeting:

- When the Chair announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press \*9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.
- When called to speak, please limit your comments to three (3) minutes, or such other time as the Chair may decide, consistent with the time limit for speakers at a Council meeting.

If you are unable to participate in real-time, you may email to [PublicComment@losgatosca.gov](mailto:PublicComment@losgatosca.gov) the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment) or “Verbal Communications – Non Agenda Item.” Comments received by 11:00 a.m. the day of the meeting will be reviewed and distributed before the meeting. All comments received will become part of the record.

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
FEBRUARY 02, 2021  
7:00 PM**

**REMOTE LOCATION PARTICIPANTS**

*The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR MARICO SAYOC, VICE MAYOR ROB RENNIE, COUNCIL MEMBER MARY BADAME, COUNCIL MEMBER MATTHEW HUDES, and COUNCIL MEMBER MARIA RISTOW. All votes during the teleconferencing session will be conducted by roll call vote.*

**MEETING CALL TO ORDER**

**ROLL CALL**

**CLOSED SESSION REPORT**

**COUNCIL / MANAGER MATTERS**

**CONSENT ITEMS** *(Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Council or public may request to have an item removed from the Consent Items for comment and action. A member of the public may request to pull an item from Consent by following the Participation Instructions contained on Page 2 of this agenda. If an item is pulled, the Mayor has the sole discretion to determine when the item will be heard. Unless there are separate discussions and/or actions requested by Council, staff, or a member of the public, it is requested that items under the Consent Items be acted on simultaneously.)*

1. Approve Draft Minutes of January 19, 2021 Commission Interview Minutes.
2. Approve Draft Minutes of the January 19, 2021 Regular Council Meeting.
3. Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921):
  - a. Approve the Plans and Specifications;
  - b. Authorize Advertising the Project for Bid;
  - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$771,100, Including Contingencies; and
  - d. Authorize Staff to Execute Future Change Orders in an Amount Not to Exceed Ten Percent of the Contract Award Amount.
4. Annual Street Repair and Resurfacing Project (CIP No. 811-9901):
  - a. Approve the Plans and Specifications;
  - b. Authorize Advertising the Project for Bid;
  - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$4,763,000, Including Contingencies and Change Orders;
  - d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount;
  - e. Authorize the Town Manager to Execute a Cost Share Agreement with the City of Monte Sereno Not to Exceed \$400,000 for the Work within the City's section of Winchester Boulevard;

- f. Authorize Revenue and Expenditure Budget increases in the Amount of \$334,000 for the Annual Street Repair & Resurfacing Project (CIP No. 811-9901) and \$66,000 for the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) for Anticipated Reimbursements; and
- g. Authorize Revenue and Expenditure Decrease in the Amount of \$78,339 to Recognize Lower than Anticipated Costs and Reimbursements from Prior Cost share Agreements.
- 5. Authorize the Town Manager to Submit Grant Applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle and Pedestrian Planning Grant Program.
- 6. Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$4,729 to Recognize Receipt and Expenditure of Pacific Library Partnership Grant Funds.

**VERBAL COMMUNICATIONS** *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda consistent with the Participation Instructions contained on Page 2 of this agenda. To ensure all agenda items are heard and unless additional time is authorized by the Mayor, this portion of the agenda is limited to 30 minutes and no more than three (3) minutes per speaker. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment.)*

**OTHER BUSINESS** *(Up to three minutes may be allotted to each speaker on any of the following items by following the Participation Instructions on page 2 of this agenda.)*

- 7. Approve a First Amendment to a Parking Agreement with Tesla, Inc. for the Installation of Eight Additional Charging Stations in the North Parking Lot, Resetting the Term, Establishing Lease Payments to the Town of \$8,000 per Month, and Approve a Revenue Budget Adjustment in the Amount of \$48,000 to Reserve the Lease Proceeds in the General Fund Appropriated Reserve that will be Transferred to the Future Downtown Parking Fund to Collect Parking Revenue for Infrastructure Improvements in Downtown.

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

*Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for review on the official Town of Los Gatos website.*

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



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**Minutes of the Town Council Special Meeting - Interviews**  
**January 19, 2021**

The Town Council of the Town of Los Gatos conducted a Special Meeting via Teleconference via COVID-19 Shelter in Place Guidelines on Tuesday, January 19, 2021, at 5:00 p.m. to conduct Board, Commission, and Committee interviews.

**SPECIAL MEETING CALLED TO ORDER AT 5:00 P.M.**

**ROLL CALL**

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow. (All participating remotely).

Absent: None

**VERBAL COMMUNICATIONS**

None.

**BOARD/COMMISSION/COMMITTEE INTERVIEWS**

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

- **Building Board of Appeals** (1 vacancy, 0 applicants)
- **Community Health and Senior Services Commission** (1 vacancy, 0 applicants)
- **Complete Streets and Transportation Committee** (1 vacancy, 2 applicants)
  - Kevin Jones
  - Rob Moore
- **Finance Commission** (5 vacancies, 10 applicants)
  - James Bertoni
  - Ron Dickel
  - Terry Duryea
  - Loreen Huddleston
  - Phil Koen
  - Stephen Lewis
  - Kyle Park
  - Rick Tinsley
  - Jak Van Nada – Did not interview, withdrew application
  - Deborah Weinstein

- **Personnel Board** (2 vacancies, 1 applicant)
  - Larry Maggio
  
- **Planning Commission** (2 vacancies, 8 applicants)
  - Gerard Abraham
  - Sandrine Chaumette
  - Rob Moore
  - Steve Raspe
  - Ryan Rosenberg
  - Jeffrey Siegel – did not interview
  - Jeffrey Suzuki
  - Emily Thomas

**SPECIAL MEETING ADJOURNED**

Meeting adjourned at 6:56 p.m.

Submitted by:

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Jenna De Long, Deputy Clerk



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**DRAFT  
Minutes of the Town Council Meeting  
January 19, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference via COVID-19 Shelter in Place Guidelines on January 19, 2021, at 7:00 p.m.

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

**ROLL CALL**

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Mary Badame, Council Member Matthew Hudes, Council Member Maria Ristow. (All participating remotely).

Absent: None

**PRESENTATIONS**

Mayor Sayoc thanked outgoing Board, Commission, and Committee members for their service.

**BOARD/COMMISSION/COMMITTEE INTERVIEWS**

The Town Council appointed applicants for the vacant positions on Town Boards, Commissions, and Committees.

- **Building Board of Appeals** (1 vacancy, 0 applicants)
- **Community Health and Senior Services Commission** (1 vacancy, 0 applicants)
- **Complete Streets and Transportation Committee** (1 vacancy, 2 applicants)
  - Kevin Jones was not appointed.
  - Rob Moore was appointed to a 2-year term.
- **Finance Commission** (5 vacancies, 10 applicants)
  - James Bertonis was not appointed.
  - Ron Dickel was appointed to a 1-year term by Council Member Rennie.
  - Terry Duryea was not appointed.
  - Loreen Huddleston was appointed to a 4-year term by Council Member Ristow.
  - Phil Koen was not appointed.
  - Stephen Lewis was not appointed.
  - Kyle Park was appointed to a 2-year term by Council Member Badame.
  - Rick Tinsley was appointed to a 4-year term by Council Member Hudes.
  - Jak Van Nada – Did not interview, withdrew application.
  - Deborah Weinstein was appointed to a 3-year term by Mayor Sayoc.

Board/Commission/Committee Interviews – continued

- **Personnel Board** (1 vacancy, 1 applicant)
  - Larry Maggio was appointed to a 4-year term.
  
- **Planning Commission** (2 vacancies, 8 applicants)
  - Gerard Abraham was not appointed.
  - Sandrine Chaumette was not appointed.
  - Rob Moore was not appointed.
  - Steve Raspe was not appointed.
  - Ryan Rosenberg was not appointed.
  - Jeffrey Siegel – Did not attend the interview.
  - Jeffrey Suzuki was appointed to a 1-year term.
  - Emily Thomas was appointed to a 3-year term.

**COUNCIL/TOWN MANAGER REPORTS**

**Manager Matters**

- Announced free COVID-19 testing will take place on January 29, 2021 at the Adult Recreation Center; appointments are strongly advised and will be available beginning January 20, 2021.
- Announced information regarding COVID-19 vaccine availability can be found on the Santa Clara County Public Health Department website and the Town’s designated COVID-19 webpage.
- Announced masks are required in the Town of Los Gatos, the County of Santa Clara, and the State of California. The Town is working collaboratively with the County to address concerns within the Town, and stated all COVID-19 concerns should be directed to the County District Attorney’s Office.

**Council Matters**

- Vice Mayor Rennie stated he attended the Bay Area Air Quality Management District (BAAQMD) Board meetings, Valley Water Public Trails meeting, Metropolitan Transportation Committee (MTC)/Association of Bay Area Government’s (ABAG) Regional Housing Needs Allocation (RHNA) Methodology webinar, Senator Weiner’s webinar addressing children’s mental health care, Valley Transportation Authority (VTA) Board meeting, Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee and Board meetings, Cities Association Orientation, Town’s Youth Commission meeting along with Mayor Sayoc, VTA Policy Advisory Committee meeting, and Cities Association Selection Committee meeting; and met with an El Camino Hospital Government Relations member via telephone and Rob Stump to discuss the wildfire mitigation measures,.



Council Matters – continued

- Council Member Badame stated she met with Rob Stump for an update on the wildfire mitigation measures; and attended the General Plan Committee (GPC) and the General Plan Update Advisory Committee (GPAC) meetings along with Council Member Ristow, the Conceptual Development Advisory Committee (CDAC) meeting along with Council Member Hudes, West Valley Waste Management, and a Black Lives Matter protest with Mayor Sayoc and Town Attorney Shultz.
- Council Member Hudes stated he attended the CDAC meeting and Cities Association Selection Committee meeting and was appointed to the Interoperability Committee; and met with a representative of El Camino Hospital, a Chamber of Commerce representative, the applicant for 110 Wood Road, and community members.
- Council Member Ristow stated she met with Rob Stump to discuss wildfire mitigation measures, she attended the West Valley Sanitation District (WVSD) Board meeting and was appointed to the Sewer Advisory Board, and had meetings with community members.
- Mayor Sayoc stated she attended the Cities Association of Santa Clara County in addition to the items about her attendance mentioned by other Council Members.

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

1. Approve Minutes of the December 15, 2020 Town Council Meeting.
2. Approve an Amendment to the Temporary Classification Plan to Comply with the California Minimum Wage Increase Effective January 1, 2021 and Add the Confidential Classification of Legal Administrative Assistant.
3. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Retaining Wall Repairs (PPW Job No. 19-815-9930) Completed by Granite Rock Company and Authorize the Town Clerk to File for Recordation.
4. Smart Signals Field Improvements (CIP No. 813-0227 Traffic Signal Modernization):
  - a. Approve the Plans and Specifications;
  - b. Authorize Advertising the Project for Bid;
  - c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$750,000, Including Contingencies and Change Orders; and
  - d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount.
5. Adopt a Resolution to Extend the Term of the General Plan Update Advisory Committee.  
RESOLUTION 2021-001

**MOTION: Motion by Council Member Badame to approve consent items 1-5. Seconded by Vice Mayor Rennie.**

**VOTE: Motion passed unanimously.**

**VERBAL COMMUNICATIONS**

Amy Davis, New Museum Los Gatos (NUMU)

- Thanked the Town for the rent forgiveness during the pandemic and requested the Town continue rent forgiveness for Town-owned properties; commented that the Museum has several online exhibitions and ongoing free admission will be available for Los Gatos residents.

John Shepardson

- Requested the Town consider a resolution declaring racism a public health issue, address homelessness, better illuminate signage directing to downtown, display a historical windmill in Town, open the jogging tracks located at Fisher Middle School and Los Gatos High School in the afternoon, paint a mural on the Los Gatos Creek Trail large cement walls, and place reflectors on the crosswalk signs on N. Santa Cruz Avenue and Main St to increase visibility.

Amy (No last name given)

- Commented in support of posting mask wearing signage and enforcing mask wearing of Police Officers.

Jeff Suzuki

- Commented on incidents that had taken place during a Black Lives Matter protest and requested the Town take further action.

Ali Miano

- Commented her experience of Police action seems to be biased and commented in support of mask wearing signage.

Laurel Prevetti, Town Manager, commented on two incidents of potential hate speech/hate crimes that occurred in early January. One incident has been sent to the District Attorney's office for prosecution the other is still under investigation. Commented the Town does not tolerate hate or hate crime in any way and encouraged anyone who feels uncomfortable by an interaction to contact 911.

**PUBLIC HEARINGS**

6. Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2021 Weed Abatement Program Commencement Report and Order the Abatement.

Stefanie Hockemeyer, Parks and Public Works Executive Assistant, presented the staff report.

Opened Public Hearing.

No one spoke.

Public Hearing Item #6 – continued

Closed Public Hearing.

Council discussed the item.

**MOTION: Motion by Council Member Badame** to order weed abatement for properties listed in the weed abatement commencement report (attachment 1) with the exception of item #55 which has been removed. **Seconded by Council Member Ristow.**

**VOTE: Motion passed unanimously.**

7. Consider a Request for an Exception to the Story Pole Policy to Allow an Alternative to Standard Story Pole Installation to Illustrate and Provide Notice of the Proposed Project on Property Zoned R:PD. Located at 110 Wood Road. APN 510-47-038. Applicant: Frank Rockwood. Property Owner: Covia Communities. Project Planner: Jocelyn Shoopman

Council Member Ristow recused herself due to proximity to the project and left the teleconference.

Council Members gave disclosures.

Jocelyn Shoopman, Associate Planner, presented the staff report.

Opened Public Comment.

Frank Rockwood, Mark Falgout, David Gates, Laura Worthington, applicant

- Commented on their proposal, explaining that some story poles behind the natural topography would not be visible.

Closed Public Comment.

Council discussed the item.

**MOTION: Motion by Council Member Hudes** to continue this item to a date certain of February 16, 2021, or later if documentation is not ready or the Town Council has time sensitive items on the same agenda, with the direction to provide better visualization and potentially providing closer to the required number of story poles, and consider using the orange netting so that it is visible from a distance. **Seconded by Council Member Badame.**

**VOTE: Motion passed 4/1. Council Member Ristow recused.**

Council Member Ristow rejoined the teleconference meeting.

**OTHER BUSINESS**

8. Discuss and Approve the Following Actions to Continue the Town’s Support of Economic Recovery and Community Vitality in Response to the Ongoing COVID-19 Pandemic, Including:
  - a. Approve Continued Rent Forgiveness for Town-Owned Properties;
  - b. Approve Business License Forgiveness for Specific Commercial Sectors Unable to Operate Due to the Santa Clara county Public Health Order for the First Quarter of 2021 and the Second Quarter if the Orders Continue to Prohibit Those Sectors from Operating, and Suspend Late Fees on All Business Licenses through 2021;
  - c. Approve a Parklet Incentive Program for Semi-Permanent Parklets, Including:
    1. Approve a Maximum Grant of \$10,000 Per Business Who Would Like to Build a Semi-Permanent Parklet,
    2. Direct Staff to Work with Industry Professionals to Procure a Parklet Design or Set of Design Guidelines,
    3. Approve the Payment for the Town Pamphlet Application Fee from the Town Economic Recovery Fund for Any Semi-Permanent Parklet Application Received by June 30, 2021, with Construction Completed by March 31, 2022,
    4. Approve a Sunset Date of September 19, 2021 for the Temporary Krail Parklets to Further Incentivize the Construction of Semi-Permanent Parklets, and
    5. Continue the Grey’s Lane Street Closure to Facilitate Placemaking and the Installation of Semi-Permanent Parklets in This Area; and
  - d. Approve Additional Process Streamlining and Community Vitality Opportunities, Including
    1. \$2,500 for Public Health Order Signage from the Town’s Economic Recovery Fund,
    2. \$35,000 for Lighting Upgrades from the Town’s Economic Recovery Fund,
    3. Continuing the Council’s Previous Direction to Absorb 50% of Conditional Use Permit Fees through December 31, 2021,
    4. Providing New Direction that Removes the Limit of Ten Personal Service Businesses that May Open in the C-2 Zone Without a Conditional Use Permit Utilizing the Economic Recovery Agreement,
    5. Adopting a Revised Economic Recovery Resolution to Allow up to Five New Non-Restaurant Conditional Use Permits to be Approved at Development Review Committee,
    6. Convening a Joint Town Council/Planning Commission Study Session to Discuss Retail Trends with Local Experts, and
    7. Providing Direction on Other Ideas.

Monica Renn, Economic Vitality Manager, presented the staff report.

Other Business Item #8 – continued

Opened public comment.

Jim Foley, Chamber of Commerce Board of Directors

- Commended the Town for continuing to support the business community and emphasized the importance of the parklet program; requested the Town accelerate the General Plan update and engage with the Santa Clara County Board of Supervisors and Santa Clara County Public Health Department to identify ways to open businesses safely.

Sue Farwell

- Commented in support of the parklet grant item and requested the Council consider not excluding existing parklets from the program, expedite the building permitting process, and consider fee reductions.

Mark Millen

- Commented in opposition of the parklet program; expressed concerns regarding lack of parking spaces if K-rail parklets are sunsetted on an arbitrary date and businesses choose to build semi-permanent parklets; suggested the K-rail parklet program should end when the Santa Clara County Health orders increase indoor retail and dining occupancy to 100%.

Donna McCurrie, Chamber of Commerce

- Commented in support of the Town and the Chamber of Commerce working collaboratively to create a downtown events and enhance the lighting display for the next holiday season.

John Shepardson

- Requested the Town consider implementing reflective signage in downtown to emphasize safety, consider giving out free masks in pedestrian heavy areas, and explore less expensive water K-rails for parklets.

Randi Chen, Chamber of Commerce

- Commented Town residents are concerned about safety; requested Council consider a collaborative effort between the Chamber of Commerce and the Town regarding COVID-19 signage.

Catherine Somers, Chamber of Commerce, Executive Director

- Commented regarding a Chamber signage proposal, requested the Town engage with the Santa Clara County Board of Supervisors and Santa Clara County Public Health Department to identify ways to open businesses safely, and consider consulting an urban planning expert to address parklets.

Other Business Item #8 – continued

David MacGregor-Scholes, Redemption and Chamber of Commerce President

- Requested the Town support the Chamber’s proposal in order to be ready when the Santa Clara County Public Health lifts restrictions, consider engaging with the Santa Clara County Board of Supervisors and Santa Clara County Public Health Department to identify ways to open businesses safely and remain aligned with the State’s Public Health orders, and requested the Town consider ways to make the Town more inclusive.

Kevin Youkilis

- Commented in support of the parklet grant program, concerns that even with Federal PPP loans and the proposed Town grant program, businesses will need to refuse to build semi-permanent parklets due to the cost.

Closed public comment.

Council discussed the item.

**MOTION: Motion by Council Member Badame to:**

- a. Approve continued rent forgiveness for Town-owned properties, and
- b. Approve business license forgiveness for specific commercial sectors unable to operate due to the Santa Clara County Public Health Order for the first quarter of 2021 and the second quarter if the orders continue to prohibit those sectors from operating, and suspend late fees on all business licenses through 2021 contained in the staff report.

**Seconded by Council Member Ristow.**

**VOTE: Motion passed unanimously.**

**MOTION: Motion by Council Member Ristow to:**

- c. Approve a Parklet Incentive Program for Semi-Permanent Parklets, Including:
  1. Approve a Maximum Grant of \$10,000 Per Business Who Would Like to Build a Semi-Permanent Parklet,
  2. Direct Staff to Work with Industry Professionals to Procure a Parklet Design or Set of Design Guidelines,
  3. Approve the Payment for the Town Pamphlet Application Fee from the Town Economic Recovery Fund for Any Semi-Permanent Parklet Application Received by June 30, 2021, with Construction Completed by March 31, 2022,
  4. Approve a Sunset Date of September 19, 2021 for the Temporary Krail Parklets to Further Incentivize the Construction of Semi-Permanent Parklets, and

Other Business Item #8 – continued

5. Continue the Grey's Lane Street Closure to Facilitate Placemaking and the Installation of Semi-Permanent Parklets in This Area  
With direction that Council reserves the right to extend and flexibility, update on semi-permanent parklets applications.

**Seconded by Mayor Sayoc.**

**VOTE: Motion passed unanimously** with encouragement for flexibility in implementation.

**MOTION: Motion by Council Member Ristow to:**

- d. Approve Additional Process Streamlining and Community Vitality Opportunities, Including
  1. \$2,500 for Public Health Order Signage from the Town's Economic Recovery Fund,
  2. \$35,000 for Lighting Upgrades from the Town's Economic Recovery Fund,
  3. Continuing the Council's Previous Direction to Absorb 50% of Conditional Use Permit Fees through December 31, 2021,
  4. Providing New Direction that Removes the Limit of Ten Personal Service Businesses that May Open in the C-2 Zone Without a Conditional Use Permit Utilizing the Economic Recovery Agreement,
  5. Adopting a Revised Economic Recovery Resolution to Allow up to Five New Non-Restaurant Conditional Use Permits to be Approved at Development Review Committee,
  6. Convening a Joint Town Council/Planning Commission Study Session to Discuss Retail Trends with Local Experts.

**Seconded by Council Member Badame.**

**VOTE: Motion passed unanimously.**

## **ADJOURNMENT**

The meeting adjourned at 10:49 p.m.

Submitted by:

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Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 2

ADENDUM

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DATE: February 1, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve Draft Minutes of the January 1, 2019 Council Meeting

REMARKS:

Staff received the following question from a Council Member:

*Why don't the minutes reflect the additional direction to discuss streetscape/urban design considerations for retail visibility with semi-permanent parklets during a joint Planning Commission/Town Council Study Session?*

Staff's response:

Council discussed the idea and determined that a motion was not necessary. As action minutes, details of the Council discussion are not documented as the public has access to the video of the entire proceedings.

For Council's information, staff is working on the content and speakers for the joint Study Session, including the urban design considerations.

PREPARED BY: Shelley Neis  
Town Clerk

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Reviewed by: Town Manager

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 3

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DATE: January 27, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921):  
a. Approve the Plans and Specifications;  
b. Authorize Advertising the Project for Bid;  
c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$771,100, Including Contingencies; and  
d. Authorize Staff to Execute Future Change Orders in an Amount Not to Exceed Ten Percent of the Contract Award Amount.

**RECOMMENDATION:**

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

- a. Approve the Plans and Specifications;
- b. Authorize advertising the project for bid;
- c. Authorize the Town Manager to award and execute a construction agreement in an amount not to exceed \$771,100, including contingencies and change orders; and
- d. Authorize staff to execute future change orders in an amount not to exceed ten percent (10%) of the contract award amount.

**BACKGROUND:**

The adopted Fiscal Year (FY) 2020/21-2024/25 Capital Improvement Program (CIP) Budget designates funding for the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921). The goal of this annually funded project is to replace and improve damaged or outdated curbs, gutters, sidewalks, driveways, and curb ramps within the Town's jurisdiction to address safety and operational issues and to improve accessibility. Project locations are primarily based on

**PREPARED BY:** WooJae Kim  
Town Engineer

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

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PAGE 2 OF 4

SUBJECT: Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921)

DATE: January 27, 2021

BACKGROUND (continued):

where concrete infrastructure improvements are needed prior to the annual Street Repair and Resurfacing (CIP No. 811-9901). The project is consistent with the Town's goals to improve public safety and the quality of the Town's infrastructure.

DISCUSSION:

For the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance (Concrete) Project, a large portion of the work focuses on replacing or retrofitting curb ramps for compliance with the Americans with Disabilities Act (ADA) and other accessibility requirements. Title II of the ADA obligates jurisdictions to upgrade non-conforming curb ramps when streets are resurfaced from one intersection to another. The United States Department of Justice has determined that surface treatments such as asphalt overlay and rubber cape seal trigger the requirement for ADA compliant curb ramps on associated streets.

As the Town is planning for the Winchester Class IV Bikeway Project (CIP No. 813-0240) as part of the FY 2020/21 Street Repair and Resurfacing (Street) Project, 45 curb ramps on Winchester Boulevard between Blossom Hill Road and Albright Way need to be replaced or retrofitted as part of the Concrete Project. Nine (9) of those curb ramps on Winchester Boulevard are within the City of Monte Sereno jurisdiction. Town staff estimated a cost of \$66,000 for curb ramps and other concrete improvements needed within Monte Sereno. On October 20, 2020, the City Council of Monte Sereno approved a Cost Share Agreement (Attachment 1) to reimburse the Town up to \$400,000 for the work within the Monte Sereno jurisdiction to construct continuous Class IV bikeways along Winchester Boulevard between Blossom Hill Road and Albright Way, including pavement and concrete work.

As a separate Council action item for the FY 2020/21 Street Project, staff is seeking Town Council's authorization to allow the Town Manager to execute the Cost Share Agreement with Monte Sereno. With that action item, staff is also seeking a revenue and expenditure budget increase of \$66,000 (a portion of the cost share agreement) for the FY 2020/21 Concrete Project to address sidewalk and curb ramps on Winchester Boulevard within Monte Sereno.

The total number of curb ramps to be replaced or retrofitted with this year's Concrete Project is 75, in addition to approximately 600 square feet of sidewalk and 500 square feet of commercial driveway replacement. The engineer's estimate for this project is \$771,100, which includes a 10% contingency.

The Plans and Specifications for the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project can be viewed on the Town website at <https://www.logatosca.gov/108/Capital-Improvement-Program>.

SUBJECT: Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921)

DATE: January 27, 2021

DISCUSSION (continued):

Once authorized by the Town Council to advertise for bid, the following is the anticipated schedule for the Concrete Project:

<u>Milestones</u>	<u>Anticipated Timeline</u>
Advertise the Project for Bid	February 5, 2021
Bids Due	February 25, 2021
Award and Execute Agreement	March 2021
Start Construction	April 2021
Anticipated Completion	July 2021

CONCLUSION:

Approval of the recommendations would allow staff to move forward with bidding and contract award for the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project. This project would be constructed in advance of this year's Street Repair and Resurfacing Project.

COORDINATION:

This project has been coordinated with the Finance Department.

FISCAL IMPACT:

The Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) in the FY 2020/21 – 2024/25 CIP Budget, with a revenue and expenditure budget increase of \$66,000 from the Cost Share Agreement with Monte Sereno, is sufficient for the construction contract, including contingency and project delivery costs.

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

SUBJECT: Annual Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921)

DATE: January 27, 2021

FISCAL IMPACT (continued):

<b>Curb, Gutter, and Sidewalk Maintenance Project 813-9921</b>		
	<b>Budget</b>	<b>Costs</b>
GFAR	\$745,992	
Cost Share Agreement – Monte Sereno*	\$66,000	
<b>Total Project Budget</b>	<b>\$811,992</b>	
Project Estimate		\$701,000
Contingency		\$70,100
Material Testing		\$30,000
Temporary Staff Costs		\$7,000
Other Project Related Costs		\$3, 892
<b>Project Costs Committed</b>		<b>\$811,992</b>
<b>Available Balance</b>		<b>\$ (0)</b>

\*Pending approval of the cost share agreement with the City of Monte Sereno included in the Street Repair & Resurfacing item on this agenda. This agreement will increase the revenue and expenditure budget in the Curb, Gutter, and Sidewalk Maintenance project for curb ramps and sidewalk work on Winchester Boulevard.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Cost Share Agreement with Monte Sereno for Winchester Boulevard

**AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND  
THE CITY OF MONTE SERENO  
FOR IMPROVEMENTS ON WINCHESTER BOULEVARD  
WITHIN THE CITY LIMITS**

This Agreement (herein “Agreement”) is made and entered into this 20<sup>th</sup> day of October, 2020, (herein the “Effective Date”) by and between the Town of Los Gatos, a California, municipal corporation (herein “TOWN”), and City of Monte Sereno, a California, municipal corporation (herein “CITY”). The TOWN and CITY may be referred to herein individually or collectively as the “Parties”.

**RECITALS**

**WHEREAS:**

- A. TOWN and CITY find that it is in the public interest to construct improvements on Winchester Boulevard (between Blossom Hill Road and Albright Way) over which the TOWN and CITY have partial jurisdiction;
- B. It is in the public interest for TOWN and CITY to complete the PROJECT in a cooperative and economical manner by constructing both TOWN and CITY portions of the PROJECT together; and
- C. Each Party has agreed to perform its portion of the work as described herein, under its direction.

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the parties, TOWN and CITY agree as follows:

**AGREEMENT PROVISIONS**

**1. PROJECT DESCRIPTION:**

The Town of Los Gatos is planning to have its contractor resurface the roadway and install protected bicycle lanes and minor pedestrian safety improvements on Winchester Boulevard between Blossom Hill Road and Albright Way over which the TOWN and CITY have partial jurisdiction. The TOWN has included the section of Winchester Boulevard that is maintained by the CITY in their project with the understanding that the CITY would pay for the work via this cost sharing agreement.

The work to be performed under this Agreement within the CITY will consist of pavement restoration, adjusting of utilities, installation and retrofit of curb ramps, replacement of sidewalk, roadway striping, and installation of protected Class IV bicycle lanes. The work to be performed is more fully described in the document entitled “Scope of Work” and “Engineer’s Estimate” set forth in Exhibit A and Exhibit B, attached and incorporated by reference. For the purposes of this Agreement, the CITY’s share of the PROJECT COST is defined as the

actual amount paid for items set forth in Exhibit B to the contractor by TOWN plus ten percent (10%) for TOWN's engineering, construction and other administrative services.

**2. TOWN'S OBLIGATIONS:**

TOWN agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids and bonds for the project in accordance with applicable Public Contract Code and Civil Code requirements for public works; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor. TOWN shall ensure that work constituting the CITY's share, as described in Exhibit A and Exhibit B, shall be bid on a unit price basis.
- B. To provide CITY with final specifications and contract documents for the PROJECT.
- C. To provide CITY with a set of As-Built plans showing all changes, modifications, deletions and additions to the plans, which have occurred during the PROJECT.
- D. To pay TOWN's share of the PROJECT COST, which shall be the entire PROJECT COST less the City's share, as defined below in section 3.A.
- E. To cause the contractor to provide a warranty period of at least two (2) years from the acceptance date, consistent with Town of Los Gatos Construction Agreement.
- F. To cooperate with CITY should CITY raise any issues concerning contractor's work in CITY's jurisdiction that requires correction prior to acceptance or within the warranty period.
- G. The designated project manager for TOWN for the duration of the PROJECT is Suyesh Shrestha (phone number: 408-395-1437). TOWN's project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with CITY. CITY may request documentation of such costs, and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.

**3. CITY'S OBLIGATION:**

CITY agrees as follows:

- A. To pay the CITY'S share of the PROJECT COST to TOWN, up to a maximum amount of \$400,000. Any changes to the scope of work as identified by TOWN or CITY that is beyond the PROJECT description identified in this Agreement that may increase design or construction costs shall receive prior written approval and agreement on a funding plan from both TOWN and CITY. TOWN will not authorize its contractors to perform work which would result in any additional cost above and beyond the agreed amount as set forth in this Agreement without prior agreement and written approval from CITY.
- B. To pay its share of the PROJECT cost within forty-five (45) business days of receiving and approving the detailed invoice from TOWN, provided that the following conditions are met:
  - 1. The PROJECT has been completed and CITY has approved the portion of the work in its jurisdiction. Acceptance by CITY shall be made in writing to TOWN; and
  - 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any.
- C. The designated project manager for CITY for the duration of the PROJECT is Jessica Kahn (phone number: (408) 354-7635). CITY's project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with TOWN.

**4. TERM OF AGREEMENT:**

Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be one (1) year from the Effective Date or until the PROJECT acceptance by both parties and final payments of all outstanding balances.

**5. OWNERSHIP AND MAINTENANCE:**

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

**6. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:**

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

**7. TERMINATION:**

Once TOWN has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both parties.

**8. NO PLEDGING OF EITHER TOWN’S CREDIT:**

Under no circumstances shall either TOWN or CITY have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

**9. NO THIRD PARTY BENEFICIARY:**

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

**10. AMENDMENTS:**

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

**11. NOTICES:**

Notices are to be sent as follows:

To TOWN:  
Suyesh Shrestha  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, CA 95030

To CITY:  
Jessica Kahn  
City of Monte Sereno  
18041 Saratoga-Los Gatos Rd.  
Monte Sereno, CA 95030



**12. SEVERABILITY CLAUSE:**

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

**13. ENCROACHMENT PERMITS:**

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

**14. HOLD HARMLESS/INDEMNIFICATION:**

Neither of the respective Parties, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party in connection with the PROJECT.

Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold the other Party, and its elected and appointed officers, employees, and volunteers, harmless from all claims, suits or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property arising out of or resulting from negligent acts, errors or omissions, or willful misconduct of the Party in connection with any work or performance by such Party, or lack thereof, under this Agreement. This provision shall apply to any activities, errors or omissions of the respective Party and/or the Party's officers, employees, agents, consultants or contractor or any person or entity acting or failing to act for or on behalf of said Party. This section shall survive the termination of the Agreement.

**15. CAPTIONS:**

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

**16. INSURANCE REQUIREMENTS AND MANDATORY CONSTRUCTION DOCUMENT TERMS:**

It is mutually understood that during the term of the construction activities on the PROJECT, TOWN will require the successful contractor to carry insurance satisfying the following requirements:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Town and City shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to the construction contract, the contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the City or Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City or Town, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it. The construction contract shall also include a term binding the contractor this requirement.
3. The construction contract shall require the contractor to grant to City and Town a waiver of any right to subrogation which any insurer of said contractor may acquire against the Parties by virtue of the payment of any loss under such insurance. The contractor shall be required to agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but the construction contract shall require that a waiver of subrogation applies regardless of whether or not the contractor has received a waiver of subrogation endorsement from the insurer.

The contractor shall be required under the construction contract and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the contractor shall be required under the construction contract to ensure that Town and City are additional insureds on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**17. STATUTES AND LAW GOVERNING CONTRACT:**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**18. WAIVER:**

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

**19. ENTIRE AGREEMENT:**

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

**20. OTHER AGREEMENTS:**

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

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

TOWN OF LOS GATOS, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT SCHULTZ  
Town Attorney

By: \_\_\_\_\_  
LAUREL PREVETTI  
Town Manager

CITY OF MONTE SERENO, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
SERGIO RUDIN  
City Attorney

By: \_\_\_\_\_  
STEVEN LEONARDIS  
City Manager

ATTEST:

\_\_\_\_\_  
GLOISY GONZALEZ-LANGARICA  
Deputy City Clerk

## EXHIBIT "A"

### SCOPE OF WORK AND PROJECT LOCATION MAP

The work to be performed under this Agreement within CITY will consist of pavement restoration, adjusting of utilities, installation and retrofit of curb ramps, replacement of sidewalk, roadway striping, and installation of protected Class IV bicycle lanes of the CITY portion of Winchester Boulevard between Blossom Hill Road and Albright Way (herein the "PROJECT"). The City-owned portion of Winchester Boulevard is the full width of Winchester from 120 feet south of the southern intersection of Pleasant View Avenue north to the southern intersection of Vineland Avenue, approximately 849 feet. The Town-owned portion of Winchester Boulevard continues both north and south of the City-owned portion.

The service agreement documents are herein incorporated to this Agreement by reference.

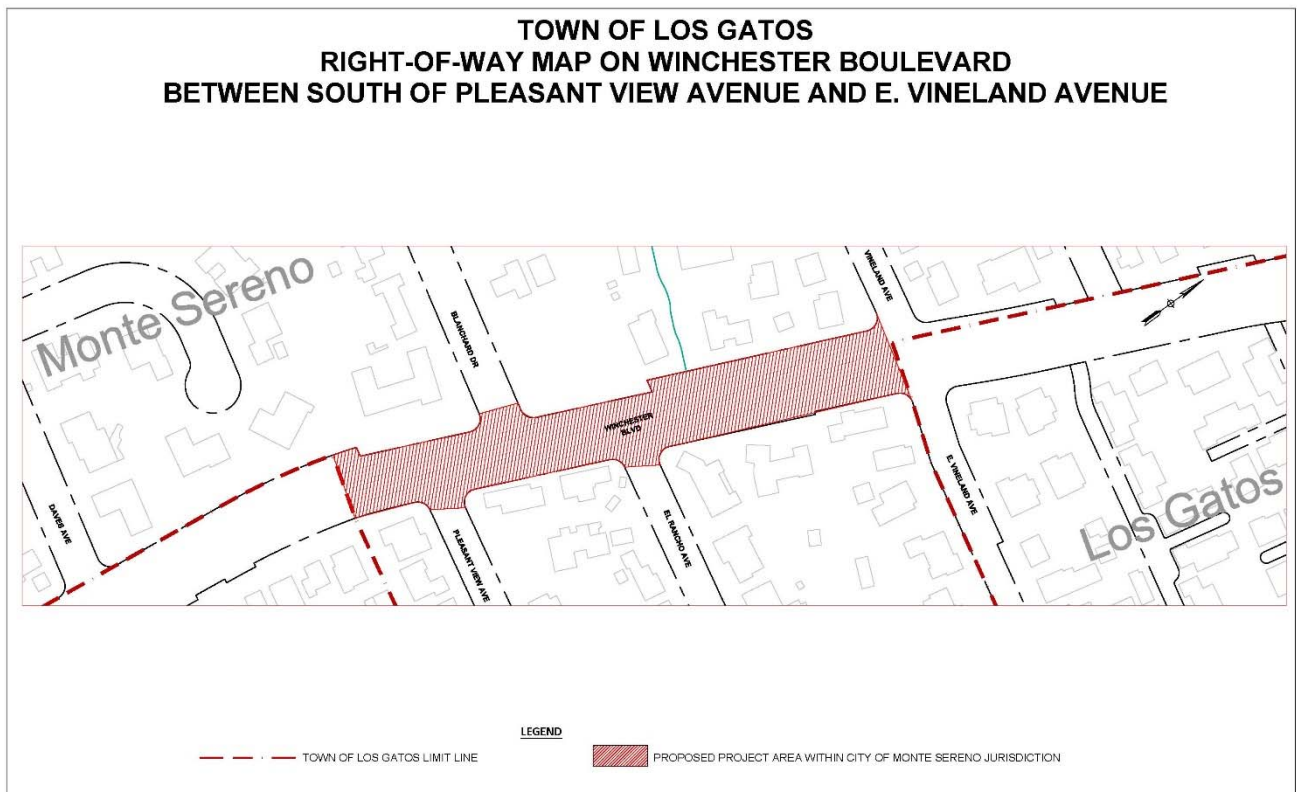


Figure: Project Limit and Location Map

**EXHIBIT "B"**

ENGINEER'S ESTIMATES

**PROJECT NAME: Winchester Boulevard - Pavement and Concrete Work in City of Monte Sereno limits**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1.	Remove and Replace Sidewalk	S.F.	50	\$27.50	\$1,375.00
2.	Install Vertical Curb	L.F.	10	\$38.50	\$385.00
3.	Install Curb Ramp-Case B	Ea.	1	\$9900.00	\$9,900.00
4.	Install Curb Ramp-Case F	Ea.	3	\$7700.00	\$23,100.00
5.	Install Curb Ramp-Case G	Ea.	1	\$8250.00	\$8,250.00
6.	Ramp Retrofit-Install Detectable Warning Surface	Ea.	4	\$1320.00	\$5,280.00
7.	Adjust Survey Monument to Grade	Ea.	4	\$660.00	\$2,640.00
8.	Adjust Water Valve to Grade	Ea.	6	\$770.00	\$4,620.00
9.	Adjust Storm Drain Manhole to Grade	Ea.	2	\$990.00	\$1,980.00
10.	Asphalt Removal-3" Depth	S.F.	51,770	\$1.38	\$71,183.75
11.	Hot Mix Asphalt (HMA) Overlay	TON	970	\$121.00	\$117,370.00
12.	6" Depth Digout	S.F.	5,177	\$9.35	\$48,404.95
13.	Striping	LS	1	\$11000.00	\$11,000.00
14.	Install Flexible Posts	Ea.	67	\$330.00	\$22,110.00
<b>TOTAL</b>					<b>\$327,598.70</b>
<b>10% Contingency</b>					<b>\$32,759.87</b>
<b>10% Project Delivery</b>					<b>\$36,035.86</b>
<b>GRAND TOTAL</b>					<b>\$396,394.43</b>



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 4

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DATE: January 28, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Annual Street Repair and Resurfacing Project (CIP No. 811-9901):

- a. Approve the Plans and Specifications;
- b. Authorize Advertising the Project for Bid;
- c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount Not to Exceed \$4,763,000, Including Contingencies and Change Orders;
- d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Ten Percent of the Contract Award Amount;
- e. Authorize the Town Manager to Execute a Cost Share Agreement with the City of Monte Sereno Not to Exceed \$400,000 for the Work within the City's section of Winchester Boulevard;
- f. Authorize Revenue and Expenditure Budget increases in the Amount of \$334,000 for the Annual Street Repair & Resurfacing Project (CIP No. 811-9901) and \$66,000 for the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) for Anticipated Reimbursements; and
- g. Authorize Revenue and Expenditure Decrease in the Amount of \$78,339 to Recognize Lower than Anticipated Costs and Reimbursements from Prior Cost share Agreements.

**RECOMMENDATION:**

Staff recommends that the Town Council authorize the following actions for the Annual Street Repair and Resurfacing Project (CIP No. 811-9901):

- a. Approve the Plans and Specifications;

**PREPARED BY:** WooJae Kim  
Town Engineer

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

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RECOMMENDATION (continued):

- b. Authorize advertising the project for bid;
- c. Authorize the Town Manager to award and execute a construction agreement in an amount not to exceed \$4,763,000, including contingencies and change orders;
- d. Authorize staff to execute future change orders in an amount not to exceed ten percent (10%) of the contract award amount;
- e. Authorize the Town Manager to execute a Cost Sharing Agreement with the City of Monte Sereno (Attachment 1) not to exceed \$400,000 for the work within the City's section of Winchester Boulevard;
- f. Authorize revenue and expenditure budget adjustments in the amount of \$334,000 for the project and \$66,000 for the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) for anticipated reimbursements; and
- g. Authorize Revenue and Expenditure decrease in the Amount of \$78,339 to recognize lower than anticipated costs and reimbursements from prior cost share agreements.

BACKGROUND:

The adopted Fiscal Year (FY) 2020/21-2024/25 Capital Improvement Program (CIP) Budget designates funding for the Town's Street Repair and Resurfacing Project (CIP No. 811-9901). This is a recurring annual project for street rehabilitation activities throughout the Town to enhance safety for all travel modes and maintain the roadway infrastructure. It is important for the Town to keep up with the annual street maintenance projects each year to improve the Town's roadways and prevent street pavements from deteriorating to more extensive and costly repair conditions.

At the Town Council meeting on December 15, 2020, the Council approved the Street List (Attachment 2) for the FY 2020/21 Street Repair and Resurfacing Project, and authorized staff to move forward with the final design. The Street List was coordinated with utility companies, applicants of potential or approved private developments, and neighboring agencies to minimize conflicts. Once streets are paved, Parks and Public Works Department (PPW) imposes five-year moratorium restrictions on future street work.

DISCUSSION:

For the FY 2020/21 Street Repair and Resurfacing (Street) Project, the focus will be on preventive maintenance through rubber cape seal, slurry seal, and crack seal treatments of project locations identified in the approved street list. Through the final design process for the project, staff identified four additional street segments that require repair and should be addressed this year in addition to the Street List approved by Council:



DISCUSSION (continued):

- Wadsworth Avenue between Laurel Avenue and Fairview Avenue (rubber cape seal)
- Manzanita Avenue from Fairview Place to end (slurry seal)
- Blossom Hill Road between Cherry Blossom Land and Hillbrook Drive (spot base failure repairs)
- Pollard Road between Quito Road and W. Parr Avenue (spot base failure repairs)

The updated Street List with the added street segments is included as Attachment 3. The updated Street List also includes all the locations where only crack seal treatments are proposed as a preventive measure.

The Street Project for this year will incorporate the Winchester Class IV Bikeway Project (CIP No. 813-0240) to improve bike safety along Winchester Boulevard between Albright Way and Blossom Hill Road before the implementation of a larger Complete Streets project on the arterial street in upcoming years. The main feature of a Class IV bikeway is a physical divide or barrier between the vehicular travel lane and the bike path. On Winchester Boulevard, the physical divide will be created by new green bollards and buffer zone striping, similar to what was installed on Blossom Hill Road between Roberts Road to Los Gatos Boulevard in 2019. The Town secured a Transportation Fund for Clean Air grant from the Bay Area Air Quality Management District to cover 80% of the Class IV bikeway project with a 20% local match from the Town. Prior to the installation of Class IV bikeways this summer, pavement repairs and improvements are required on Winchester Boulevard to be addressed through the Street Repair and Resurfacing Project.

Staff has conducted extensive community outreach to collect public feedback on the Winchester Class IV Bikeway and made diligent efforts to address concerns. Updates on the Winchester Class IV Bikeway final design can be viewed on the Town's Connect Los Gatos webpage at <https://www.losgatosca.gov/2590/Winchester-Blvd-Bicycle-Lanes>.

Street and bikeway improvements on Winchester Boulevard between Pleasant View Avenue and Vineland Avenue fall within the City of Monte Sereno jurisdiction. The Town staff estimated a cost of \$396,394 for bikeway, pavement, sidewalk, and curb ramp/sidewalk improvements needed within Monte Sereno. On October 20, 2020, the City Council of Monte Sereno approved a Cost Share Agreement to reimburse the Town up to \$400,000 for the work within the Monte Sereno jurisdiction to construct continuous Class IV bikeways along Winchester Boulevard. For the curb ramp and sidewalk improvements within Monte Sereno, \$66,000 of the Cost Share Agreement reimbursable funding would need to be appropriated to the Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) (see separate agenda item for this project).

DISCUSSION (continued):

The engineer's estimate to complete the proposed work for FY 2020/21 Street Project is \$4,763,000, which includes base bid, alternate bid items, and contingency. The Plans and Specifications for the Street Project include base bid items and seven additive alternate bid items to cover all proposed work. Alternate bid items allow flexibility in the size of the project to take advantage of the available budget. Although, the construction contract would be awarded based on the combined lowest total of base and alternative bid items, the additive alternates would be awarded based on the available project budget.

The Plans and Specifications for the project, including the final design for the Winchester Class IV Bikeway, are available for review on the PPW capital improvement webpage at [www.losgatosca.gov/108/Capital-Improvement-Program](http://www.losgatosca.gov/108/Capital-Improvement-Program).

Once authorized by the Town Council to advertise for bid, the following is the anticipated schedule for the project:

<u>Milestones</u>	<u>Anticipated Timeline</u>
Advertise the Project for Bid	February 5, 2021
Bids Due	March 2, 2021
Award and Execute Agreement	March 2021
Start Construction	April 2021
Anticipated Completion	August 2021

Staff will conduct project outreach via social media platforms and distribute project notifications to inform the affected communities of the upcoming project throughout the Town.

CONCLUSION:

Approval of the recommendations allows the Town's annual street maintenance project to move forward for bidding and award. It is important for the Town to complete their annual street maintenance project each year to prevent Town streets succumbing to more extensive and costly repair categories.

COORDINATION:

This project has been coordinated with the Finance Department.

**FISCAL IMPACT:**

Staff is recommending that the Town Council authorize the Town Manager to execute a reimbursable Cost Share Agreement with the City of Monte Sereno not to exceed \$400,000 for the work on Winchester Boulevard within the Monte Sereno jurisdiction. Revenue and expenditure budget adjustment would be needed to appropriate \$66,000 of the Cost Share Agreement reimbursable amount to the FY 2020/21 Curb, Gutter, and Sidewalk Maintenance Project (CIP No. 813-9921) for the concrete work within their City jurisdiction. Another budget adjustment is needed to appropriate the remaining \$334,000 for the FY 2020/21 Street Repair and Resurfacing Project.

Lastly, a revenue and expenditure budget decrease of \$78,339 is proposed to reflect lower than anticipated costs and corresponding reimbursements from previous cost share agreements with the cities of Monte Sereno and San José.

With the FY 2020/21 – 2024/25 CIP budgets designated for the Street Repair and Resurfacing Project (CIP No. 811-9901), the Winchester Class IV Bikeway Project (CIP No. 813-0240), and the Annual Street Restriping Project (CIP No. 811-9902), and with the \$334,000 of the Cost Share Agreement reimbursable fund (pending approval from the Town Council), there are sufficient funds for this year’s annual Street Project.

<b>Street Repair and Resurfacing Project 811-9901</b>		
	<b>Budget</b>	<b>Costs</b>
GFAR	\$ 2,303,024	
Gas Tax	\$ 1,242,352	
Winchester Class IV Bikeway	\$ 842,917	
Proposed Cost Share – City of Monte Sereno	\$ 334,000	
Annual Street Restriping	\$ 169,772	
Reduction for Prior Cost Share Agreements	\$ (78,339)	
<b>Total Project Budget</b>	<b>\$ 4,813,726</b>	
Project Estimate (Base and Alternate Bid Items)		\$4,330,000
Contingency		\$433,000
Material Testing		\$30,000
Temporary Staff Costs		\$15,000
Other Project Related Costs		\$5,726
<b>Project Costs</b>		<b>\$4,813,726</b>
<b>Available Balance</b>		<b>\$ 0</b>

FISCAL IMPACT (continued):

Staff costs are tracked for all projects. Tracking of staff costs allows for accountability in the costs of projects, recovery of costs from grant funded projects, and identification of future staffing needs. This project utilizes a combination of full-time budgeted staff and temporary staff that support fluctuating workloads. The costs for temporary staff will be directly associated with this project while full-time staff are accounted for in the department's operating budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Cost Share Agreement with Monte Sereno for Winchester Boulevard
2. Council Approved Street List for FY 2020/21 Street Repair and Resurfacing Project (dated 12/9/2020)
3. Updated Street List for FY 2020/21 Street Repair and Resurfacing Project (dated 1/21/2021)

**AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND  
THE CITY OF MONTE SERENO  
FOR IMPROVEMENTS ON WINCHESTER BOULEVARD  
WITHIN THE CITY LIMITS**

This Agreement (herein “Agreement”) is made and entered into this 20<sup>th</sup> day of October, 2020, (herein the “Effective Date”) by and between the Town of Los Gatos, a California, municipal corporation (herein “TOWN”), and City of Monte Sereno, a California, municipal corporation (herein “CITY”). The TOWN and CITY may be referred to herein individually or collectively as the “Parties”.

**RECITALS**

**WHEREAS:**

- A. TOWN and CITY find that it is in the public interest to construct improvements on Winchester Boulevard (between Blossom Hill Road and Albright Way) over which the TOWN and CITY have partial jurisdiction;
- B. It is in the public interest for TOWN and CITY to complete the PROJECT in a cooperative and economical manner by constructing both TOWN and CITY portions of the PROJECT together; and
- C. Each Party has agreed to perform its portion of the work as described herein, under its direction.

In consideration of the above referenced recitals and the following mutual covenants, agreements and obligations of the parties, TOWN and CITY agree as follows:

**AGREEMENT PROVISIONS**

**1. PROJECT DESCRIPTION:**

The Town of Los Gatos is planning to have its contractor resurface the roadway and install protected bicycle lanes and minor pedestrian safety improvements on Winchester Boulevard between Blossom Hill Road and Albright Way over which the TOWN and CITY have partial jurisdiction. The TOWN has included the section of Winchester Boulevard that is maintained by the CITY in their project with the understanding that the CITY would pay for the work via this cost sharing agreement.

The work to be performed under this Agreement within the CITY will consist of pavement restoration, adjusting of utilities, installation and retrofit of curb ramps, replacement of sidewalk, roadway striping, and installation of protected Class IV bicycle lanes. The work to be performed is more fully described in the document entitled “Scope of Work” and “Engineer’s Estimate” set forth in Exhibit A and Exhibit B, attached and incorporated by reference. For the purposes of this Agreement, the CITY’s share of the PROJECT COST is defined as the

actual amount paid for items set forth in Exhibit B to the contractor by TOWN plus ten percent (10%) for TOWN's engineering, construction and other administrative services.

**2. TOWN'S OBLIGATIONS:**

TOWN agrees as follows:

- A. To act as the lead agency to administer the design and construction of the PROJECT. Administration shall include preparation of specifications, contract documents and cost estimate; notification of local business; coordination with various agencies; preparation of all necessary environmental documents; obtaining permits; obtaining bids and bonds for the project in accordance with applicable Public Contract Code and Civil Code requirements for public works; awarding the construction agreement; administering the construction agreement; providing materials control and inspection services; and making progress payments to the contractor. TOWN shall ensure that work constituting the CITY's share, as described in Exhibit A and Exhibit B, shall be bid on a unit price basis.
- B. To provide CITY with final specifications and contract documents for the PROJECT.
- C. To provide CITY with a set of As-Built plans showing all changes, modifications, deletions and additions to the plans, which have occurred during the PROJECT.
- D. To pay TOWN's share of the PROJECT COST, which shall be the entire PROJECT COST less the City's share, as defined below in section 3.A.
- E. To cause the contractor to provide a warranty period of at least two (2) years from the acceptance date, consistent with Town of Los Gatos Construction Agreement.
- F. To cooperate with CITY should CITY raise any issues concerning contractor's work in CITY's jurisdiction that requires correction prior to acceptance or within the warranty period.
- G. The designated project manager for TOWN for the duration of the PROJECT is Suyesh Shrestha (phone number: 408-395-1437). TOWN's project manager shall have all the necessary authority to review and approve and accept technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with CITY. CITY may request documentation of such costs, and may review the original invoices and weight certificates or request copies of same, which shall be provided within a reasonable time.

**3. CITY'S OBLIGATION:**

CITY agrees as follows:

- A. To pay the CITY'S share of the PROJECT COST to TOWN, up to a maximum amount of \$400,000. Any changes to the scope of work as identified by TOWN or CITY that is beyond the PROJECT description identified in this Agreement that may increase design or construction costs shall receive prior written approval and agreement on a funding plan from both TOWN and CITY. TOWN will not authorize its contractors to perform work which would result in any additional cost above and beyond the agreed amount as set forth in this Agreement without prior agreement and written approval from CITY.
- B. To pay its share of the PROJECT cost within forty-five (45) business days of receiving and approving the detailed invoice from TOWN, provided that the following conditions are met:
  - 1. The PROJECT has been completed and CITY has approved the portion of the work in its jurisdiction. Acceptance by CITY shall be made in writing to TOWN; and
  - 2. The detailed invoice sets forth the cost of construction of all PROJECT work based on the actual contract unit prices paid and negotiated change order(s), if any.
- C. The designated project manager for CITY for the duration of the PROJECT is Jessica Kahn (phone number: (408) 354-7635). CITY's project manager shall have all the necessary authority to direct technical and professional work within the scope of the Agreement and shall serve as the principal point of contact with TOWN.

**4. TERM OF AGREEMENT:**

Unless otherwise modified by a written amendment to this Agreement, the term of this Agreement shall be one (1) year from the Effective Date or until the PROJECT acceptance by both parties and final payments of all outstanding balances.

**5. OWNERSHIP AND MAINTENANCE:**

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

**6. CONTRACTOR SHALL BE AN INDEPENDENT CONTRACTOR:**

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

**7. TERMINATION:**

Once TOWN has awarded the construction contract for the PROJECT, the Agreement can be terminated only upon the mutual written consent and terms acceptable to both parties.

**8. NO PLEDGING OF EITHER TOWN’S CREDIT:**

Under no circumstances shall either TOWN or CITY have authority or power to pledge the credit of the other public entity or incur obligation in the name of the other public entity.

**9. NO THIRD PARTY BENEFICIARY:**

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

**10. AMENDMENTS:**

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

**11. NOTICES:**

Notices are to be sent as follows:

To TOWN: Suyesh Shrestha  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, CA 95030

To CITY: Jessica Kahn  
City of Monte Sereno  
18041 Saratoga-Los Gatos Rd.  
Monte Sereno, CA 95030



**12. SEVERABILITY CLAUSE:**

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

**13. ENCROACHMENT PERMITS:**

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

**14. HOLD HARMLESS/INDEMNIFICATION:**

Neither of the respective Parties, employees, officers, agents and assigns shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party in connection with the PROJECT.

Each Party shall, to the fullest extent permitted by law, indemnify, defend and hold the other Party, and its elected and appointed officers, employees, and volunteers, harmless from all claims, suits or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property arising out of or resulting from negligent acts, errors or omissions, or willful misconduct of the Party in connection with any work or performance by such Party, or lack thereof, under this Agreement. This provision shall apply to any activities, errors or omissions of the respective Party and/or the Party's officers, employees, agents, consultants or contractor or any person or entity acting or failing to act for or on behalf of said Party. This section shall survive the termination of the Agreement.

**15. CAPTIONS:**

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

**16. INSURANCE REQUIREMENTS AND MANDATORY CONSTRUCTION DOCUMENT TERMS:**

It is mutually understood that during the term of the construction activities on the PROJECT, TOWN will require the successful contractor to carry insurance satisfying the following requirements:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Town and City shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to the construction contract, the contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the City or Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City or Town, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it. The construction contract shall also include a term binding the contractor this requirement.
3. The construction contract shall require the contractor to grant to City and Town a waiver of any right to subrogation which any insurer of said contractor may acquire against the Parties by virtue of the payment of any loss under such insurance. The contractor shall be required to agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but the construction contract shall require that a waiver of subrogation applies regardless of whether or not the contractor has received a waiver of subrogation endorsement from the insurer.

The contractor shall be required under the construction contract and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the contractor shall be required under the construction contract to ensure that Town and City are additional insureds on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**17. STATUTES AND LAW GOVERNING CONTRACT:**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**18. WAIVER:**

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

**19. ENTIRE AGREEMENT:**

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

**20. OTHER AGREEMENTS:**

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

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

TOWN OF LOS GATOS, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT SCHULTZ  
Town Attorney

By: \_\_\_\_\_  
LAUREL PREVETTI  
Town Manager

CITY OF MONTE SERENO, CALIFORNIA, a California municipal corporation

APPROVED AS TO FORM:

\_\_\_\_\_  
SERGIO RUDIN  
City Attorney

By: \_\_\_\_\_  
STEVEN LEONARDIS  
City Manager

ATTEST:

\_\_\_\_\_  
GLOISY GONZALEZ-LANGARICA  
Deputy City Clerk

# EXHIBIT "A"

## SCOPE OF WORK AND PROJECT LOCATION MAP

The work to be performed under this Agreement within CITY will consist of pavement restoration, adjusting of utilities, installation and retrofit of curb ramps, replacement of sidewalk, roadway striping, and installation of protected Class IV bicycle lanes of the CITY portion of Winchester Boulevard between Blossom Hill Road and Albright Way (herein the "PROJECT"). The City-owned portion of Winchester Boulevard is the full width of Winchester from 120 feet south of the southern intersection of Pleasant View Avenue north to the southern intersection of Vineland Avenue, approximately 849 feet. The Town-owned portion of Winchester Boulevard continues both north and south of the City-owned portion.

The service agreement documents are herein incorporated to this Agreement by reference.

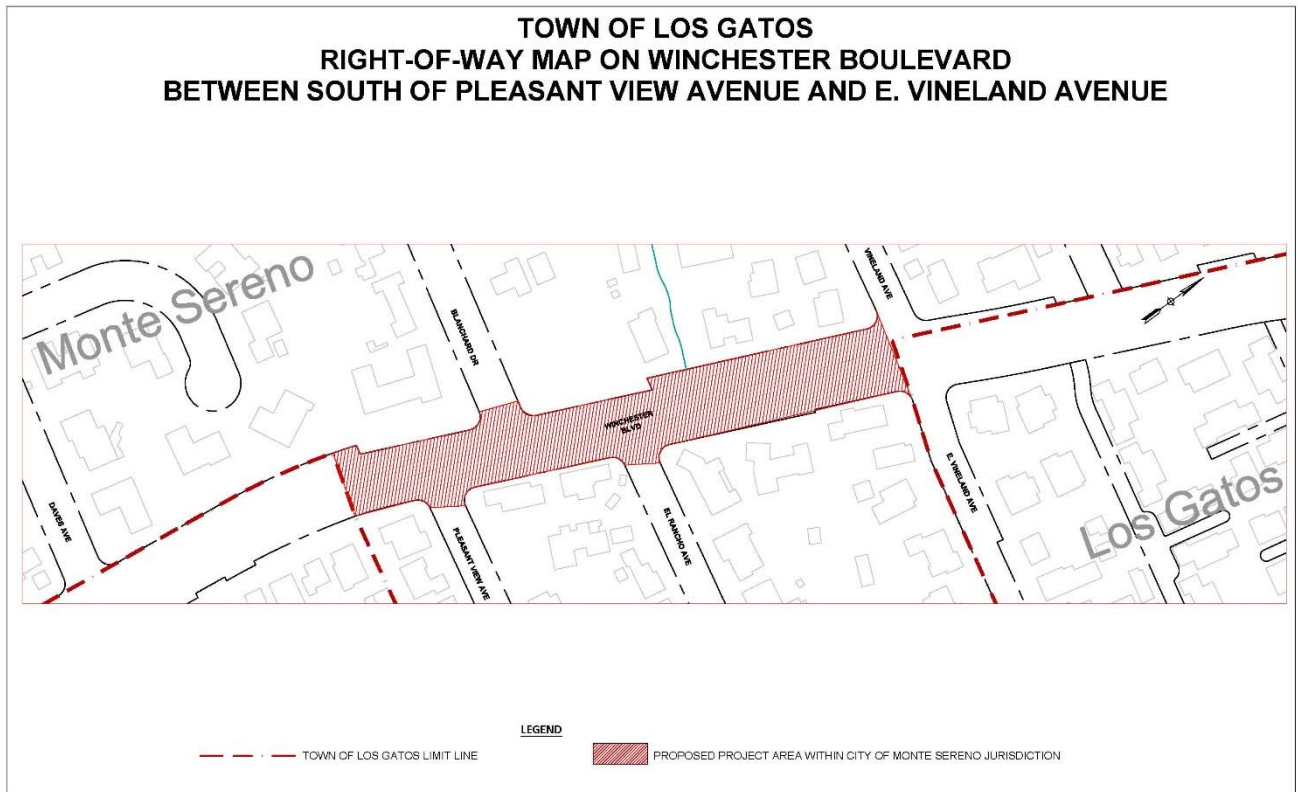


Figure: Project Limit and Location Map

**EXHIBIT "B"**

ENGINEER'S ESTIMATES

**PROJECT NAME: Winchester Boulevard - Pavement and Concrete Work in City of Monte Sereno limits**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1.	Remove and Replace Sidewalk	S.F.	50	\$27.50	\$1,375.00
2.	Install Vertical Curb	L.F.	10	\$38.50	\$385.00
3.	Install Curb Ramp-Case B	Ea.	1	\$9900.00	\$9,900.00
4.	Install Curb Ramp-Case F	Ea.	3	\$7700.00	\$23,100.00
5.	Install Curb Ramp-Case G	Ea.	1	\$8250.00	\$8,250.00
6.	Ramp Retrofit-Install Detectable Warning Surface	Ea.	4	\$1320.00	\$5,280.00
7.	Adjust Survey Monument to Grade	Ea.	4	\$660.00	\$2,640.00
8.	Adjust Water Valve to Grade	Ea.	6	\$770.00	\$4,620.00
9.	Adjust Storm Drain Manhole to Grade	Ea.	2	\$990.00	\$1,980.00
10.	Asphalt Removal-3" Depth	S.F.	51,770	\$1.38	\$71,183.75
11.	Hot Mix Asphalt (HMA) Overlay	TON	970	\$121.00	\$117,370.00
12.	6" Depth Digout	S.F.	5,177	\$9.35	\$48,404.95
13.	Striping	LS	1	\$11000.00	\$11,000.00
14.	Install Flexible Posts	Ea.	67	\$330.00	\$22,110.00
<b>TOTAL</b>					<b>\$327,598.70</b>
<b>10% Contingency</b>					<b>\$32,759.87</b>
<b>10% Project Delivery</b>					<b>\$36,035.86</b>
<b>GRAND TOTAL</b>					<b>\$396,394.43</b>

**TOWN OF LOS GATOS**  
**Street List for FY 20-21 Street Repair and Resurfacing Project**

12/9/2020

Type of treatment:

RC Rubber cape seal (chip seal with slurry seal)  
S Slurry seal

Note:

The following project locations shall be considered for the FY 2020/21 Street Repair and Resurfacing project. Depending on the final design, cost estimates, and the budget available, some street segments may need to be deferred to the FY 2021/22 street project.

Street	From	To	Type of Treatment
BELLA VISTA AV	CHARLES ST	NEW YORK AV	RC
BLOSSOM VALLEY DR	WESTCHESTER DR	CITY LIMITS	RC
BRUCE AV	WINCHESTER BL	CITY LIMITS	RC
CHARLES ST	BELLA VISTA AV	LOS GATOS BLVD	RC
CORONET DR	WESTCHESTER DR	CITY LIMITS	RC
DARDANELLI LN	KNOWLES DR	W. PARR AV	RC
DARDANELLI LN	VASONA AV	KNOWLES DR	RC
DEL CARIO CT	SHANNON RD	END	RC
EDELEN AV	MILES AV	MULLEN AV	RC
EDELEN AV	BENTLEY AV	MILES AV	RC
FARLEY RD W	WINCHESTER BL	UNIVERSITY AVE	RC
HILOW CT	SHANNON RD	END	RC
KAVIN LN	DAVES AV	END	RC
MAGNESON LP	LOS GATOS BLVD	SHANNON RD	RC
MAGNESON TER	MAGNESON LP	END	RC
MILES AVE	UNIVERSITY AVE	BRIDGE	RC
NEW YORK AVE	PLEASANT ST	BELLA VISTA AV	RC
NOBLE CT	SHANNON RD	END	RC
SIMONS WY	BELLA VISTA AV	LOS GATOS BLVD	RC
SHELBURNE WY	WINCHESTER BL	UNIVERSITY AVE	RC
STEPHENIE LN	BLOSSOM HILL RD	END	RC
VERDES ROBLES	WINCHESTER BL	END	RC
VILLA AV	LIBRARY	JACKSON ST	RC
WELDWOOD AVE	CASTLEWOOD DR	POLLARD RD	RC
WESTCHESTER DR	BLOSSOM VALLEY DR	CITY LIMITS	RC
WINCHESTER BLVD	BLOSSOM HILL RD	ALBRIGHT WY	RC
WINTERBROOK RD	BLOSSOM HILL RD	END	RC
CAMINO DEL SOL	LOS GATOS BLVD	END	S
CAPRI DR	DIVISION ST	KNOWLES DR	S
CAPRI DR	KNOWLES DR	END	S
CHARTER OAKS DR	LARK AV	END	S
CHERRYSTONE CT	CHERRYSTONE DR	END	S
CHERRYSTONE DR	CHERRY BLOSSOM LN	DAHILA WY	S
CHERRYSTONE DR	DAHILA WY	BLOSSOM HILL RD	S
CRESCENT DR	LOS CERRITOS DR	END	S
LESTER LN	CARLESTER DR	CAMINO DEL SOL	S
LILAC WY	CAMELLIA TR	CITY LIMITS	S
OAK RIM CT	OAK RIM WY	END	S
PENN WY	NATIONAL AV	NATIONAL AV	S

PHILLIPS AV	CYPRESS WY	DISTRICT BOUNDARY (CREEK)	S
PLEASANT ST	E. MAIN ST	NEW YORK AV	S
POLLARD RD	KNOWLES DR	VASONA AV	S
VASONA AV	POLLARD RD	CAPRI DR	S



**TOWN OF LOS GATOS**  
**Updated FY 20-21 Annual Street Repair and Resurfacing Project Street List**

12/9/2020

Revised on 1/21/2021

Type of Treatment:

BFR Base Failure Repair Only  
 CS Crack Sealing Only  
 RC Rubber cape seal (chip seal with slurry seal)  
 S Slurry seal

**BASE BID:**

Street	From	To	Type of Treatment
BELLA VISTA AV	CHARLES ST	NEW YORK AV	RC
BLOSSOM VALLEY DR	WESTCHESTER DR	CITY LIMITS	RC
BRUCE AV	WINCHESTER BL	CITY LIMITS	RC
CHARLES ST	BELLA VISTA AV	LOS GATOS BLVD	RC
CORONET DR	WESTCHESTER DR	CITY LIMITS	RC
DEL CARIO CT	SHANNON RD	END	RC
EDELEN AV	MILES AV	MULLEN AV	RC
EDELEN AV	BENTLEY AV	MILES AV	RC
HILOW CT	SHANNON RD	END	RC
KAVIN LN	DAVES AV	END	RC
MILES AVE	UNIVERSITY AVE	BRIDGE	RC
NEW YORK AVE	PLEASANT ST	BELLA VISTA AV	RC
NOBLE CT	SHANNON RD	END	RC
SIMONS WY	BELLA VISTA AV	LOS GATOS BLVD	RC
STEPHENIE LN	BLOSSOM HILL RD	END	RC
VERDES ROBLES	WINCHESTER BL	END	RC
VILLA AV	LIBRARY	JACKSON ST	RC
WADSWORTH AV	LAUREL AV	FAIRVIEW AV	RC
WESTCHESTER DR	BLOSSOM VALLEY DR	CITY LIMITS	RC
WINCHESTER BLVD	BLOSSOM HILL RD	ALBRIGHT WY	RC
WINTERBROOK RD	BLOSSOM HILL RD	END	RC
CAMINO DEL SOL	LOS GATOS BLVD	END	S
CHERRYSTONE CT	CHERRYSTONE DR	END	S
CHERRYSTONE DR	CHERRY BLOSSOM LN	DAHILA WY	S
CHERRYSTONE DR	DAHILA WY	BLOSSOM HILL RD	S
CRESCENT DR	LOS CERRITOS DR	END	S
LILAC WY	CAMELLIA TR	CITY LIMITS	S
MANZANITA AV	FAIRVIEW PLAZA	END	S
PENN WY	NATIONAL AV	NATIONAL AV	S
PLEASANT ST	E. MAIN ST	NEW YORK AV	S

**ADDITIVE ALTERNATE NO. 1:**

Street	From	To	Type of Treatment
CRESCENT DR	LOS CERRITOS DR	END	S
OAK RIM CT	OAK RIM WY	END	S
PHILLIPS AV	CYPRESS WY	DISTRICT BOUNDARY (CREEK)	S

**ADDITIVE ALTERNATE NO. 2:**

Street	From	To	Type of Treatment
FARLEY RD W	WINCHESTER BLVD	UNIVERSITY AV	RC

MAGNESON LP	LOS GATOS BLVD	SHANNON RD	RC
MAGNESON TER	MAGNESON LP	END	RC
SHELBURNE WY	WINCHESTER BLVD	UNIVERSITY AV	RC

**ADDITIVE ALTERNATE NO. 3:**

Street	From	To	Type of Treatment
DARDANELLI LN	KNOWLES DR	W. PARR AV	RC
DARDANELLI LN	VASONA AV	KNOWLES DR	RC
WELDWOOD AVE	CASTLEWOOD DR	POLLARD RD	RC
CAPRI DR	DIVISION ST	KNOWLES DR	S
CAPRI DR	KNOWLES DR	END	S
POLLARD RD	KNOWLES DR	VASONA AV	S
VASONA AV	POLLARD RD	VASONA CT	S
VASONA AV	VASONA CT	CAPRI DR	S

**ADDITIVE ALTERNATE NO. 4:**

Street	From	To	Type of Treatment
CHARTER OAKS DR	CHARTER OAK CR	END	S
CHARTER OAKS DR	LARK AV	CHARTER OAK CR	S

**ADDITIVE ALTERNATE NO. 5:**

Street	From	To	Type of Treatment
AMANDA LN	SHANNON RD	END	CS
BELLA VISTA AV	BELLA VISTA CT	END	CS
BLACKBERRY HILL RD	CYPRESS WY	PRIVATE LINE	CS
BLOSSOM HILL ROAD	CHERRY BLOSSOM LN	CHERRYSTONE DR	CS
CYPRESS WAY	LOMA ALTA AV/DISTRICT BOUNDRY	PHILLIPS AV	CS
CYPRESS WAY	PHILLIPS AV	TWELVE OAKS WY	CS
CYPRESS WAY	TWELVE OAKS WY	BLACKBERRY HILL RD	CS
FORRESTER RD	KENNEDY RD	RIGHT TURN BEND	CS
FORRESTER RD	RIGHT TURN BEND	END	CS
FORRESTER CT	FORRESTER RD	END	CS
FOSTER RD	ALPINE AV	JOHNSON AV	CS
JOHNSON HOLLOW	JOHNSON AV	END	CS
KENNEDY RD	TERESITA WY	DISTRICT BOUNDARY (#15900)	CS
KENNEDY RD	#15900	#15651	CS
KENNEDY RD	#15651	TOP OF THE HILL RD	CS
KENNEDY CT	KENNEDY RD	END	CS
LEOTAR CT	FORESTER DR	END	CS
MILBRAE LN	TOWNE TR	RIVIERA TER	CS
MOJONERA CT	W. MOZART AV	END	CS
MONTCLAIR RD	OLD ADOBE RD	MORE AV	CS
W. MOZART AV	END AT HIGHWAY 880 (17)	90 DEGREE LEFT TURN	CS
W. MOZART AV	MOZART AV (A)	END	CS
MOZART WY	MOZART AV	#16437	CS
MULLEN AV	UNIVERSITY AV	END	CS
OKA RD	224 FT S/O W. MOZART AV	W. MOZART AV	CS
OKA LN	W. MOZART AV	CITY LIMITS	CS
PASEO LAURA	W. MOZART AV	END	CS
POLLARD RD	QUITO RD	W. PARR AV	CS
RUSHMORE LN	TOWNE TR	RIVIERA DR	CS
SHANNON RD	LOS GATOS BLVD	HILOW RD	CS

SHANNON RD	HILOW RD	CERRO VISTA CT	CS
SHANNON RD	HAPPY ACRES RD	SUVIEW DR	CS
SHANNON RD	COUNTY BOUNDARY	HICKS RD	CS
SHORT RD	SHADY LN	SHANNON RD	CS
SUND AV	FOSTER RD	END	CS
TOWNE TR	UNIVERSITY AV	MILLBRAE LN	CS

**ADDITIVE ALTERNATE NO. 6:**

Street	From	To	Type of Treatment
BLOSSOM HILL ROAD	CHERRY BLOSSOM LN	CHERRYSTONE DR	BFR
POLLARD RD	QUITO RD	W. PARR AV	BFR

**ADDITIVE ALTERNATE NO. 7:**

Street	From	To	Type of Treatment
WINCHESTER BLVD.	WIMBLEDON DR.	NEWELL AVE.	Traffic Signal Work



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 5

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DATE: January 27, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Submit Grant Applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle and Pedestrian Planning Grant Program

**RECOMMENDATION:**

Authorize the Town Manager to submit grant applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle and Pedestrian Planning Grant Program.

**BACKGROUND:**

In December 2020, Caltrans released a call-for-applications for the Sustainable Transportation Planning Grant program. The program overview is included in Attachment 1. This program, with total grants of \$29.5 million statewide, will fund local and regional multimodal transportation and land use planning projects that further the region's and State's sustainable transportation goals. The grant application deadline is February 12, 2021.

The voter-approved 2016 Santa Clara County Ballot Measure B included a Bicycle and Pedestrian Program Category. The Town was successful in the capital program in early 2020. Staff is anticipating a call-for-projects in the Bicycle and Pedestrian Planning Program to be released in late January or early February. The Bicycle and Pedestrian Planning Studies Competitive Grant Program Criteria (Attachment 2) show that this program will occur every two years. Available funds for the first cycle (FY20 to FY21) will be \$1.66 million in total.

Planning grants are ideal opportunities to position longer term Town goals with future construction funding opportunities by creating projects that are shovel ready. Funds that flow from the Federal level to stimulate the economy often look for these shovel ready projects. There may be increasing opportunities for these types of projects with the new administration.

**PREPARED BY:** Ying Smith  
Transportation and Mobility Manager

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

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SUBJECT: Grant Applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle/Pedestrian Planning Grant Program

DATE: January 27, 2021

DISCUSSION:

Both grant programs would fund planning projects in the feasibility study and conceptual design phases. Town staff reviewed the priority projects in the Town's 2020 Bicycle and Pedestrian Master Plan (BPMP) Update and is recommending three candidate projects for further consideration. These projects are included in the BPMP Connect Los Gatos Prioritized Projects list, meet the eligibility requirements, and are considered to be the Town's most competitive projects under the established criteria in the corresponding grant programs.

The first opportunity is to conduct a barrier crossing enhancement study for the Los Gatos Creek Trail and Winchester Boulevard Corridor. This planning level effort could take advantage of both the Caltrans Sustainable Transportation Planning and Measure B grant opportunities.

This project will prepare an evaluation of State Route (SR) 85 crossing enhancement options in the Winchester Boulevard and Los Gatos Creek trail corridor between Lark Avenue and Town limits to the north. The project work will include preparation of conceptual designs for enhancements on Winchester Boulevard and the Los Gatos Creek trail.

In looking at this corridor, staff took into account that there are currently three facilities crossing SR 85: Winchester Boulevard, Los Gatos Creek trail, and Los Gatos Boulevard. The Los Gatos Creek trail is a Class I facility used by many people for all purposes and is increasingly impacted by congestion. In the segment between SR 85 and Lark Avenue, the trail was damaged by flooding three out of the past five years. During these times, the trail was temporary closed to use. The Town repaired the damage in the spring of 2019 utilizing Federal Emergency Management Agency funding.

The Winchester Boulevard crossing becomes very challenging for bicyclists and pedestrians north of Lark Avenue. Bicyclists and pedestrians must navigate the freeway ramps and the Union Pacific railroad tracks and there is no sidewalk on the easterly side of the bridge.

Given the limited options in the area, staff is proposing a corridor planning approach and exploring options to enhance the freeway crossings to improve active transportation safety and promote higher usage. The planning study would evaluate and prioritize complementary improvements on both the street and trail, through community engagement efforts. A long-term solution to consider may include trail realignment to ensure this segment is flood-proof so public access is not denied during the rainy season.

This project would continue to advance the work done through the Winchester Boulevard Complete Streets conceptual design that was completed in early 2020, refining the conceptual and preliminary design. A grant for the final design was awarded through the Measure B capital program, which is anticipated to be available in the 2022-2024 timeframe. The Charter Oaks

SUBJECT: Grant Applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle/Pedestrian Planning Grant Program

DATE: January 27, 2021

DISCUSSION (continued):

Trail Repair project is included in the Town's Capital Improvement Program and includes protecting the trail from ongoing storm damage.

A second opportunity entails a look at a Complete Streets study for Pollard Road. This project aligns well with the requirements in the Measure B program. Staff has received numerous comments about concerns of safe routes to school and the lack of safe pedestrian crossings and in the 2020 Los Gatos Active Transportation Survey, respondents identified Pollard Road as a location of concern. Pollard Road will need pavement rehabilitation in the near future, making this an opportune time to design a Complete Streets project to maximize the investment. Because half of Pollard Road is in Campbell, this could be a partnership that would help make for a compelling project. The pavement maintenance portion of the project could serve as the matching funds for the Complete Streets improvements.

A third opportunity for planning grant funding, also from Measure B, would be a Los Gatos Boulevard Complete Streets plan. This plan could address the area between Shannon Road and the Town limits and might explore conceptual designs for a Class IV bikeway, intersection improvements, and pedestrian safety improvements. This project is identified as a priority project in the 2017 BPMP and in the 2020 update. In the 2020 Los Gatos Active Transportation Survey, respondents identified Los Gatos Boulevard as one of the locations of concern.

Transforming Los Gatos Boulevard is a large-scale and highly visible project. Staff will further evaluate this potential project's competitiveness, project development schedule, and the Town's budget capacity for local matching funds. On a later date, staff will need to determine if this cycle (FY20/21) of Measure B program or a later cycle is more appropriate.

CONCLUSION:

Staff is recommending authorizing submittal of grant applications for the above three candidate projects to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle and Pedestrian Planning Grant Program. As staff completes the application packages and estimates preliminary scoring, a final determination of which projects to apply with may be made. The support from the Town Council will increase the credibility of the grant applications.

COORDINATION:

This report was coordinated with the Complete Streets and Transportation Commission. The Commission unanimously voted to support staff's recommendation at its January 14, 2020 meeting. The Commission also provided valuable feedback to staff.

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SUBJECT: Grant Applications to the Caltrans Sustainable Transportation Planning Grant Program and the VTA Measure B Bicycle/Pedestrian Planning Grant Program

DATE: January 27, 2021

FISCAL IMPACT:

There is no fiscal impact as a result of the recommended action. If the grant applications are awarded, the Council will have the opportunity to review the funding agreement to accept the grant funds and commit to local match funds.

ENVIRONMENTAL ASSESSMENT:

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

ATTACHMENTS:

1. Caltrans Sustainable Transportation Planning Grant Program Overview
2. Measure B Bicycle/Pedestrian Planning Studies Competitive Grant Program Criteria



California Department of Transportation  
Division of Transportation Planning

# Sustainable Transportation Planning Grant Program

Fiscal Year 2021-22

# GRANT APPLICATION GUIDE

Sustainable Communities and  
Strategic Partnerships

## Grant Application Deadline

Friday, February 12, 2021 at 5:00 P.M.

Submit Applications to: [Regional.Planning.Grants@dot.ca.gov](mailto:Regional.Planning.Grants@dot.ca.gov)





# 1. GRANT PROGRAM OVERVIEW

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) Mission: Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.

The California Legislature passed, and Governor Edmund G. Brown Jr. signed into law, Senate Bill 1 (SB 1, Beall, Chapter 5, Statutes of 2017), the Road Repair and Accountability Act of 2017, a transportation funding bill that will provide a reliable source of funds to maintain and integrate the State's multi-modal transportation system. In addition to the \$9.5 million in traditional State and federal grants, approximately \$25 million in SB 1 funds for Sustainable Communities Grants is available for the Fiscal Year (FY) 2021-22 grant cycle. The period of grant fund availability spans over three FYs and approximately 27 months for grant project activities after the grant agreement is executed and Caltrans issues a Notice to Proceed. Refer to Chapter 8.2 for details regarding the anticipated grant project start and expiration dates.

The SB 1 grant funding is intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies (SCS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively.

Eligible planning projects must have a transportation nexus per Article XIX Sections 2 and 3 of the California Constitution. Therefore, successful planning projects are expected to directly benefit the multi-modal transportation system. These grants will also improve public health, social equity, environmental justice, the environment, and provide other important community benefits.

## 1.1 Sustainable Transportation Planning Grant Summary Chart

Grant	Fund Source	Purpose	Who May Apply	Local Match
<b>Sustainable Communities Competitive</b>	<p><b>Budget</b></p> <p>RMRA and SHA</p> <p>State funds</p> <p>Approx. \$17 million</p> <p>Approx. \$3 million will be set-aside for technical projects such as data acquisition or travel model updates</p> <p>Goal: 50% of grants should benefit Disadvantaged Communities***</p> <p><b>Grant Minimum</b></p> <p>\$50,000 for Disadvantaged Communities, including Native American Tribal Governments and rural communities;</p> <p>\$100,000 for all others</p> <p><b>Grant Maximum</b></p> <p>\$700,000</p>	<p>Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).</p>	<p><b>The following are eligible to apply as a primary applicant:</b></p> <ul style="list-style-type: none"> <li>• MPOs with sub-applicants</li> <li>• RTPAs</li> <li>• Transit Agencies;</li> <li>• Cities and Counties with compliant Housing Elements and completed Annual Progress Reports;</li> <li>• Native American Tribal Governments</li> <li>• Other Public Transportation Planning Entities</li> </ul> <p><b>The following are eligible to apply as a sub-applicant:</b></p> <ul style="list-style-type: none"> <li>• MPOs/RTPAs</li> <li>• Transit Agencies</li> <li>• Universities and Community Colleges</li> <li>• Native American Tribal Governments</li> <li>• Cities and Counties with compliant Housing Elements and completed Annual Progress Reports</li> <li>• Community-Based Organizations</li> <li>• Non-Profit Organizations (501.C.3)</li> <li>• Other Public Entities**</li> </ul>	<p>11.47% minimum (in cash or an in-kind* contribution).</p> <p>The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution.</p> <p>Staff time from the primary applicant counts as cash match.</p>
<b>Sustainable Communities Formula</b>	<p><b>Budget</b></p> <p>RMRA</p> <p>State funds</p> <p>\$12.5 million</p>	<p>Funds local and regional multimodal transportation and land use planning projects that further the region's RTP SCS (where applicable), contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).</p>	<p><b>The following are eligible to apply as a primary applicant:</b></p> <ul style="list-style-type: none"> <li>• MPOs</li> </ul>	<p>11.47% minimum (in cash or an in-kind* contribution).</p> <p>The entire minimum 11.47% local match may be in the form of an eligible in-kind contribution.</p> <p>Staff time from the primary applicant counts as cash match.</p>

\* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide.  
 \*\* Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).  
 \*\*\* For purposes of this grant program, disadvantaged communities are the most vulnerable places that are facing disproportionate rates of economic, environmental, and health burdens, and are defined according to the tools in Appendix A.

Grant	Fund Source	Purpose	Who May Apply	Local Match
Strategic Partnerships	<p><b>Budget</b></p> <p>FHWA SPR, Part I</p> <p>Federal funds \$1.5 million</p> <p><b>Grant Minimum</b> \$100,000</p> <p><b>Grant Maximum</b> \$500,000</p>	<p>Funds transportation planning studies in partnership with Caltrans that address the regional, interregional and statewide needs of the State highway system, and also assist in achieving the Caltrans Mission and Grant Program Objectives (See Chapter 1.2).</p>	<p><b>The following are eligible to apply as a primary applicant:</b></p> <ul style="list-style-type: none"> <li>• MPOs</li> <li>• RTPAs</li> </ul> <p><b>The following are eligible to apply as a sub-applicant:</b></p> <ul style="list-style-type: none"> <li>• MPOs/RTPAs</li> <li>• Transit Agencies</li> <li>• Universities and Community Colleges</li> <li>• Native American Tribal Governments</li> <li>• Cities and Counties</li> <li>• Community-Based Organizations</li> <li>• Non-Profit Organizations (501.C.3)</li> <li>• Other Public Entities**</li> </ul>	<p>20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an eligible in-kind contribution. Staff time from the primary applicant counts as cash match.</p>
	<p><b>Budget</b></p> <p>FTA Section 5304</p> <p>Federal funds \$3 million</p> <p><b>Grant Minimum</b> \$75,000 for rural RTPAs; \$100,000 for MPOs</p> <p><b>Grant Maximum</b> \$500,000</p>			
<p>* For third party in-kind contribution requirements, refer to Chapter 5.4 of this Guide.</p> <p>** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).</p>				

## 1.2 Grant Program Objectives and Considerations

Successful grant applications address and articulate how the project relates to the Caltrans Mission, Grant Program Objectives, and Grant Program Considerations. The Grant Specific Objectives identified in Chapters 2.1, 3.1, and 4.1 indicate the specific purpose of the Sustainable Communities Grants and Strategic Partnership Grants, respectively, and must also be considered when preparing an application.

### Grant Program Objectives

The following Grant Program Objectives are focused on achieving the Caltrans Mission and are intended to inform application development, including:

Objective	Description
<b>Sustainability</b>	Promote reliable and efficient mobility for people, goods, and services, while meeting the State's GHG emission reduction goals, preserving the State's natural and working lands, and preserving the unique character and livability of California's communities.
<b>Preservation</b>	Preserve the transportation system through protecting and/or enhancing the environment, promoting energy conservation, improving the quality of life, and/or promoting consistency between transportation improvements and State and local planning growth and economic development patterns.
<b>Accessibility</b>	Increase the accessibility of the system and mobility of people, inclusive of those with disabilities, and freight.
<b>Safety</b>	Increase the safety and/or security of the transportation system for motorized and active transportation users.
<b>Innovation</b>	Promote the use of technology and innovative designs to improve the performance and social equity of our transportation system and provide sustainable transportation options.
<b>Economy</b>	Support the economic vitality of the area (i.e. enables global competitiveness, enables increased productivity, improves efficiency, increases economic equity by enabling robust economic opportunities for individuals with barriers to employment and for Disadvantaged Business Enterprise (DBE), etc.).
<b>Health</b>	Decrease exposure to local pollution sources, reduce serious injuries and fatalities on the transportation system, and promote physical activity across the lifespan, inclusive of those with disabilities, especially through transportation means.
<b>Social Equity</b>	All of these objectives should promote transportation solutions that focus on and prioritize the needs of disadvantaged communities most affected by poverty, air pollution and climate change, and promote solutions that integrate community values with transportation safety and performance while encouraging greater than average public involvement in the transportation decision making process.

## Grant Program Considerations

The Grant Program supports related State and federal mandated initiatives. The Plans and Programs listed below should be considered in grant application development. Definitions and links to these resources can be found in Appendix A.

### Caltrans Strategic Management Plan

The purpose of the Strategic Management Plan is to be a roadmap of Caltrans' role, expectations, and operations as we meet the challenges of modernizing Caltrans into a world-class Department of Transportation. The tools we use to implement this Plan are performance management, transparency, accountability, sustainability, and innovation. The Plan serves a number of functions:

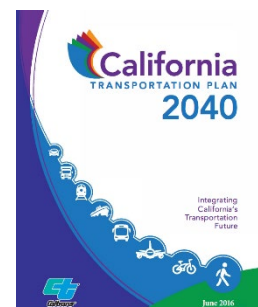
- Provides clear direction for meeting statewide objectives;
- Creates and deepens strategic partnerships; and
- Provides performance measures that monitor success

This roadmap is used to guide and inform the development of the Sustainable Transportation Planning Grant Program.



### California Transportation Plan 2040

The *California Transportation Plan (CTP) 2040* vision is focused on sustainability: California's transportation system is safe, sustainable, universally accessible, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting the State's GHG emission reduction goals and preserving the unique character of California's communities. This integrated, connected, and resilient multimodal system supports a thriving economy, human and environmental health, and social equity. The next iteration of the CTP, the CTP 2050, is in the process of being finalized, with adoption expected at the end of 2020. The next Grant Application Guide will be updated to reflect the CTP 2050.



The *CTP 2040* also aims to achieve the strategic goal to triple cycling and double walking and transit use statewide. Competitive grant applications will discuss how proposed projects will assist in reaching this goal established in the *Caltrans Strategic Management Plan*.

Competitive Sustainable Communities grant applications will integrate the appropriate *CTP 2040 Transportation Greenhouse Gas Reduction Strategies* outlined in the *CTP 2040*, Table 13 and Appendix 7 Technical Analysis. There are four categories of transportation GHG reduction strategies – demand management, mode shift, travel cost, and operational efficiency – that were developed based on input from the *CTP 2040* advisory committees, and with input gathered from all of the State's 18 MPOs and 26 RTPAs.

### Modal Plans that Support the California Transportation Plan 2040

CTP 2040 is the umbrella plan that informs and pulls together the State's long-range modal plans, described below, to envision the future system:

- Interregional Transportation Strategic Plan
- California Freight Mobility Plan
- California State Rail Plan

## Caltrans Sustainable Transportation Planning Grant Program

- California State Bicycle and Pedestrian Plan
- California High-Speed Rail Business Plan
- Statewide Transit Strategic Plan
- California Aviation System Plan

### Title VI and Environmental Justice

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. A similar prohibition applies to recipients of state funds under California Government Code section 11135, which prohibits discrimination on the basis of race, color or national origin, as well as ethnic group identification, religion, age, sex, sexual orientation, genetic information, or disability.

Caltrans integrates Title VI as well as environmental justice in all activities. In the past, low-income and minority communities disproportionately bore many of the negative impacts of transportation projects. It is the goal of environmental justice to ensure that when transportation decisions are made, low-income and minority communities have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens, which contribute to poor health outcomes.

## 2016 Measure B Bicycle & Pedestrian Planning Studies Competitive Grant

### Program Criteria

#### Screening Criteria

- Call for projects will occur every two years. Currently available funds for the first cycle (FY20 to FY21) will be \$1.66 million in total, including the FY18 – FY19 appropriation.
- Minimum grant request amount - \$50,000.
- Maximum grant request amount – 50% of the total available funds per cycle. For example, maximum request amount per sponsoring agency would be \$830,000 in the first cycle.
- Eligible projects are planning studies that support capital project development for projects listed on Attachment A of the 2016 Measure B ballot language: [http://vtaorgcontent.s3-us-west-1.amazonaws.com/Site\\_Content/ResolutionNo%202016%2006%2017%20\(2\).pdf](http://vtaorgcontent.s3-us-west-1.amazonaws.com/Site_Content/ResolutionNo%202016%2006%2017%20(2).pdf). Eligible projects can have 10% to 25% concept design and engineering.
- *General/master planning efforts, such as citywide/neighborhood/regional bicycle & pedestrian planning studies, are not eligible.*
- Projects must submit a map of the planning study area/corridor.
- Projects should provide a scope of work and cost estimate by phase/project task.
- Projects should identify a realistic implementation plan and strategy.
- Project sponsor must draw down 2016 Measure B funds within one year from the execution of agreement between VTA & implementing agency.

#### Scoring Criteria

Criterion	Description	Max Points
<b>1. Community Engagement</b>	The project identifies a comprehensive community engagement plan and demonstrates outreach strategies with specific communities at early planning stages.	20
<b>2. Connections to Schools, Transit or Employment Centers</b>	The project is located within proximity to schools, employment centers, and/or transit stops.	20
<b>3. Gap closure</b>	The project will help reduce travel distance for pedestrians or cyclists, close existing gap(s) or crosses major barrier(s) in the multi-modal network.	20
<b>4. Safety</b>	The project study area/corridor has high bicycle/pedestrian-involved crashes and collisions, and the project will address known safety issues.	20
<b>5. Targets Communities of Concern</b>	The project directly connects to a Community of Concern, or 50% or more of the study area/corridor are located within ½ mile of a Community of Concern.	15
<b>6. Non-2016 Measure B Contribution</b>	The project will provide more than 10% non-2016 Measure B contribution.	5
<b>Tiebreaker: Geographic Distribution</b>	The project in the geographic area with fewer awarded projects for the current call for projects will be ranked higher.	-
	<b>TOTAL</b>	<b>100</b>

**Criterion #1 – Community Engagement  
(Max. 20 points)**

**Does the planning process involve a collaboration with the community?**

Points awarded if the application provides documentation of past community engagement in the project and/or identifies a community engagement plan.

Point Distribution:

- Points are additive
- Can receive a maximum of 20 points:
  - 0 – 2.5 points for community engagement to date: Provide documentation for any past collaborative planning process with stakeholders (e.g. documents community input/outreach including local BPAC). Letters of support will not count.
  - 0 – 2.5 points if the project will address a currently known and documented community concern or need, including but not limited to school access, ADA accessibility, senior safety issues, or other stated concerns/needs by the community. The project should provide description of the concern(s) and documentation.
  - 0 - 15 points: The project identifies a comprehensive community engagement plan identifying, at a minimum:
    - Project timeline
    - Opportunities for public input
    - Target groups and stakeholders
    - Outreach strategies
    - Engagement methods and activities
    - The project should describe the demographics of the community and the engagement with the population in or near a Community of Concern (if any).

**Criterion #2 – Connections to Schools, Transit or Employment Centers  
(Max. 20 points)**

**Is the planning study area/corridor within reasonable biking or walking distance to schools, employment centers and/or transit stops?**

Points awarded if:

- Bicycle or bicycle & pedestrian projects: Any point of study area/corridor is within 1 ½ mile actual biking distance of schools, employment centers or transit
- Pedestrian projects: Any point of study area/corridor is within ½ mile actual walking distance of schools, employment centers or transit

Point Distribution:

- Can receive a maximum of 20 points



- Points are not additive. Projects will be scored within the “HIGH,” “MEDIUM,” or “LOW” point range based on its highest category destination
- Example: If a project scores in the HIGH category for all three elements, it will receive 20 points, whereas the project that scores in one HIGH category and two LOW categories will receive 15 points.

Points	Schools (K-12) Combined Enrollment	# of Jobs (w/n actual bike/ped distance)	Transit (Frequency of Service)
<b>High 15 - 20</b>	≥ 3,000	≥ 6,000	Connects to >1 Frequent transit route or regional rail service
<b>Med 8 – 14</b>	1,501 – 2,999	3,001 – 5,999	Connects to 1 Frequent transit route or regional rail service
<b>Low 1 - 7</b>	≤ 1,500	≤ 3,000	Connects to local transit service

Other:

- School is K-12; Colleges & universities should be captured in the ‘# of Jobs’ element.
- Employment center is defined by the number of jobs.
- Transit is defined by FTA as: ‘Transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or sightseeing transportation.’
- VTA’s service system map will be served as the basis of transit network:  
<https://www.vta.org/sites/default/files/2019-11/VTA%20Transit%20Map.pdf> and  
<https://www.vta.org/sites/default/files/2019-11/SouthCountyMap.pdf>
- Frequent transit route as defined by VTA: 15 minute or better frequency from 6:30am to 6:30pm on weekdays
- Local transit route are all non-frequent routes as defined by VTA.
- Regional rail service includes Caltrain, ACE, Capitol Corridor and BART.

### Criterion #3 – Gap Closure (Max. 20 points)

**Will the project result in a travel distance change, or close existing gaps in bicycle and/or pedestrian network?**

Point Distribution:

- Points are additive.
- 0 – 12 points: Describe and quantify how the project closes the existing bicycle or pedestrian infrastructure gap, or how much the project can reduce travel distance of bicycle or pedestrian route in comparison to existing conditions.
- 5 points: Project builds a new bicycle or pedestrian connection across a major barrier (waterway, railway, freeway, expressway).
- 3 points: Project is identified as an ABC in Appendix 6.1 of the 2018 Countywide Bicycle Plan or see <https://gis.vta.org/bikeplan/>

#### Criterion #4 – Safety (Max. 20 points)

##### Does the project identify and address safety issues within proximity of the study area?

This criterion assesses the relative safety benefits of the planning study, based on reported/counted pedestrian/cyclist-involved collision data and safety incidents/documentated concerns in the most recent five years.

##### Point Distribution:

- Can receive a maximum of 20 points
  - High (15-20 points): Within 1 ½ mile actual biking distance or ½ mile actual walking distance of the study area/corridor, the project has known frequent cycling/pedestrian collisions. The project demonstrates an awareness of the existing critical safety issues and it will recommend proven/demonstrated mitigation measures.
  - Medium (8-14 points): Within 1 ½ mile actual biking distance or ½ mile actual walking distance of the study area/corridor, the project has known moderate cycling/pedestrian collisions. The project presents preliminary field review and/or public comment indicates a safety problem that would be addressed by the project.
  - Low (1-7 points): Within 1 ½ mile actual biking distance or ½ mile actual walking distance of the study area/corridor, the project has known low cycling/pedestrian collisions. Project will generally improve safety for pedestrians and cyclists in the study area in general.

#### Criterion #5 - Targets Communities of Concern (Max. 15 points)

##### Does the project serve a Community of Concern?

##### Points awarded if:

- 50% or more of the study area/corridor are located within ½ mile of a Community of Concern (as defined by MTC at the time of the call for projects), or if the project connects directly to a Community of Concern.
- MTC definition/map of Communities of Concern:  
<https://mtc.maps.arcgis.com/home/item.html?id=1501fe1552414d569ca747e0e23628ff>

##### Point Distribution:

- Can receive a maximum of 15 points
- Points will be given based on geographic relationship and the project benefits to the COC.

##### Other:

- A map identifying the project and relationship to the COC is required
- The project sponsor must indicate or describe demographics of the COC, outreach strategies to the COC and articulate the benefit of the project to the COC.

### **Criterion #6 – Non-2016 Measure B Contribution (Max. 5 points)**

#### **How much non-2016 Measure B contribution is the project sponsor providing?**

Points awarded if:

- The project sponsor pledges/provides more than the required 10% non-2016 Measure B contribution

Point Distribution:

- 5pts: Provides  $\geq$  30% non-2016 Measure B contribution
- 4pts: Provides 25% - 29% non-2016 Measure B contribution
- 3pts: Provides 20% - 24% non-2016 Measure B contribution
- 2pts: Provides 15% - 19% non-2016 Measure B contribution
- 1pts: Provides 11% - 14% non-2016 Measure B contribution
- 0pts: Provides the minimum 10% non-2016 Measure B contribution

Other:

- If the project sponsor states that they will provide a higher percentage of matching funds, they will be required to provide the matching percentage.
- If project costs increase and are anticipated to be over budget, 2016 Measure B funds will not be increased. The project sponsor is responsible for cost overruns.
- If the project is anticipated to be delivered under budget, 2016 Measure B funds will be reduced in proportion to the project sponsor's contribution

### **Tiebreaker – Geographic Distribution**

If two projects have the same score, the project in the geographic area with fewer awarded 2016 Measure B bicycle/pedestrian planning studies – for the current call for projects – will be ranked higher.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 6

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DATE: February 2, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize Revenue and Expenditure Budget Adjustments in the Amount of \$4,729 to Recognize Receipt and Expenditure of Pacific Library Partnership Grant Funds

**RECOMMENDATION:**

Authorize revenue and expenditure budget adjustments in the amount of \$4,729 to recognize receipt and expenditure of Pacific Library Partnership grant funds.

**BACKGROUND:**

The Library has been successful in obtaining a \$4,729 grant from the Pacific Library Partnership for electronic material purchases. The grant funds will be used to purchase additional e-book titles for the Library's CloudLibrary platform.

**FISCAL IMPACT:**

Expenditures in the amount of \$4,729 will be reimbursed by an equal amount of grant revenue received. Grant revenues will be recorded to account 7801-43343 and be expended from account 7801-61172.

**ENVIRONMENTAL ASSESSMENT:**

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

**PREPARED BY:** Ryan Baker  
Library Director

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

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 02/02/2021

ITEM NO: 7

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**DATE:** January 25, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Approve a First Amendment to a Parking Agreement with Tesla, Inc. for the Installation of Eight Additional Charging Stations in the North Parking Lot, Resetting the Term, Establishing Lease Payments to the Town of \$8,000 per Month, and Approve a Revenue Budget Adjustment in the Amount of \$48,000 to Reserve the Lease Proceeds in the General Fund Appropriated Reserve that will be Transferred to the Future Downtown Parking Fund to Collect Parking Revenue for Infrastructure Improvements in Downtown

**RECOMMENDATION:**

Approve a first amendment (Attachment 1) to a Charging Station Agreement with Tesla, Inc. (Attachment 2) for the installation of eight additional charging stations in the North Parking Lot, resetting the term, establishing lease payments to the Town of \$8,000 per month, and approve a revenue budget adjustment in the amount of \$48,000 to reserve the lease proceeds in the General Fund Appropriated Reserve that will be transferred to the future Downtown Parking Fund to collect parking revenue for infrastructure improvements in downtown.

**BACKGROUND:**

On December 19, 2017, the Town Council approved an agreement with Tesla, Inc. for the installation of electric vehicle charging stations in the North Parking Lot. This agreement resulted in the installation of 12 quick charge spots for Tesla vehicles and four level two charging spots for non-Tesla users with no fee for charging. The contract established the term as five years with a five-year option for renewal.

During construction, Tesla installed the underground infrastructure for a future addition of another eight charging stations. In early 2020, Tesla approached Town staff on the opportunity for implementing that expansion. Staff told Tesla that it was open to the expanded use, and

**PREPARED BY:** Matt Morley  
Director of Parks and Public Works

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

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BACKGROUND (continued):

that the expansion would require a lease agreement at market rate. Some negotiations on the rate occurred and Tesla determined that they were not interested at that time.

Tesla reached out again to Town staff later in the year having changed their position and offering to accept the market rate Town staff had identified.

DISCUSSION:

The addition of charging stations in the North Parking Lot provides a number of benefits to the Town. Electric vehicles aid in greenhouse gas (GHG) emission reductions. The Tesla stations complement the Town's 14 Chargepoint stations and the recent installation of Charge America stations installed at the Bank of America parking lot on North Santa Cruz Ave. Combined, these demonstrate the Town's commitment to GHG emission reductions. Additionally, the convenience of the charging stations is expected to draw drivers to the downtown, providing increased opportunity for shopping and dining.

The proposed amendment would reset the term of the agreement, restarting the first five-year period, while retaining the five-year option to renew. This is beneficial to the Town for the significant revenue the project is expected to bring in.

The agreement would commit Tesla to payments of \$8,000 per month to the Town. Staff recommends holding the revenue in a newly established Downtown Parking Fund where use of the funds is restricted to downtown parking improvements. Any future parking revenue could also contribute to this fund.

CONCLUSION:

Staff recommends approval of the amendment to the agreement with Tesla, Inc. and the establishment of a Downtown Parking Fund for parking revenue.

COORDINATION:

This item has been coordinated with the Police and Finance Departments.

FISCAL IMPACT:

Approval of the recommendation would establish a new revenue source for the Town of \$96,000 annually and would establish a Downtown Parking Fund for the revenue to fund future downtown infrastructure improvements.

PAGE 3 OF 3

SUBJECT: Approve a First Amendment to a Parking Agreement with Tesla, Inc.

DATE: January 25, 2021

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. First Amendment to a Charging Station Agreement with Tesla, Inc.
2. Charging Station Agreement

## FIRST AMENDMENT OF CHARGING STATION AGREEMENT

THIS FIRST AMENDMENT OF CHARGING STATION AGREEMENT (this "**Amendment**") is made and entered into as of January \_\_, 2021 (the "**Amendment Effective Date**") by and between The Town of Los Gatos, a local government ("**Counterparty**"), and Tesla, Inc., a Delaware corporation ("**Tesla**").

### RECITALS

1. Counterparty and Tesla are parties to that certain Charging Station Agreement dated February 13, 2018 (the "**Agreement**"). Pursuant to the Agreement, Counterparty granted Tesla possession and control of eighteen (18) parking spaces (the "**Existing Premises**") at the Property for the installation and operation of a Charging Station.
2. During the initial construction of the Charging Station, Tesla installed Infrastructure in eight (8) parking spaces ("**Expansion Premises**") adjacent to the Existing Premises.
3. Counterparty and Tesla now desire to expand the Existing Premises extend the Term and amend the Agreement, as more particularly described herein.

### TERMS

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows, as of the Amendment Effective Date:

1. **Defined Terms.** All capitalized terms used in this Amendment shall have the same meaning given such terms in the Agreement, unless otherwise defined in this Amendment.

2. **Amendment of the Agreement:** As of the Amendment Effective Date:

2.1. **Expansion of the Existing Premises.** Tesla shall, at its sole cost, expand the Existing Premises by installing Trade Fixtures at the Expansion Premises. As of the Amendment Effective Date, all references in the Agreement to the "**Premises**" shall be deemed to include the Existing Premises and the Expansion Premises consisting of a total of twenty-six (26) parking spaces, as depicted on **Exhibit A** attached hereto. For the avoidance of doubt, the Premises shall consist of twenty-six (26) Dedicated Stalls.

2.2. **Term.** The Possession Date for the work contemplated by this Amendment shall be March 1<sup>st</sup>, 2021 Upon the opening of the Charging Station (including the Expansion Premises), Tesla shall deliver written notice to Counterparty of the updated Commencement Date and the old Commencement Date, which occurred on September 24<sup>th</sup> 2018 shall be of no further force or effect. For the avoidance of doubt, the initial term of this Agreement shall begin on the updated Commencement Date and shall expire five (5) years from the last day of the month in which the updated Commencement Date occurs (the "**Initial Term**"). Tesla shall have one (1) option to extend the term of this Agreement for an additional five (5) years (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), upon the same terms contained in the Agreement.

2.3. **Confidentiality.** Section 21 of the Agreement shall be deleted and replaced in its entirety with the following:

"21. **CONFIDENTIALITY AND PUBLICITY:** Except as provided below, to the maximum extent permitted by law, Tesla and Counterparty agree that the terms of this Agreement and any non-public, confidential or proprietary information or documentation provided to one Party by the other Party in connection with this Agreement are confidential information, and the Parties agree not to disclose such confidential information to any person or entity during



the Term and for a period of three (3) years thereafter.

Notwithstanding the foregoing, the Parties may disclose information (i) to their respective Affiliates, subcontractors, lenders, employees, financial, legal and space planning consultants, in each case that have a “need to know” such confidential information and have committed to treat the information as confidential under terms no less protective than the terms of this Section 21, and (ii) as required by law, including the California State Public Records Act; provided that if Counterparty receives such a request, then Counterparty shall promptly notify Tesla to allow Tesla to seek a protective order or other appropriate remedy before the Agreement is released.

Neither Party will use the other Party’s name, trademark or logo without obtaining the other Party’s prior written consent.”

**2.4. Rent.** The following shall be added to the Agreement as Section 31:

“31. RENT: Tesla will pay Counterparty Eight Thousand Dollars (\$8,000.00) per month (the “**Rent**”) for a portion of the Premises on the first business day of each calendar month during the Term. If the Commencement Date is any day other than the first business day of a month, the first rent payment shall include payment for the partial month in which the Commencement Date occurs, prorated based on the number of days in such month. All rent payments shall be made either electronically to an account specified by Counterparty to Tesla in writing, or by check to the Counterparty address provided in Section Error! Reference source not found. Tesla shall have no obligation to pay any other charge to Counterparty. For the avoidance of doubt, Tesla shall only pay Rent for the twenty (20) parking spaces occupied by the Level 3 DC fast chargers and Counterparty agrees that the Rent shall not increase during the Term.”

**2.5. Incentives.** The following shall be added to the Agreement as Section 32:

“32. INCENTIVES: Counterparty agrees that Tesla shall own and receive the benefit of all Incentives derived from the construction, ownership, use or operation of the Charging Station, including, without limitation, from electricity delivered through, stored at or generated by the Charging Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. “**Incentives**” means (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (b) rebates or other payments based in whole or in part on the cost or size of equipment, (c) performance-based incentives paid as periodic payments, (d) tax credits, grants or benefits, and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.”

**2.6. Exhibit A.** Exhibit A of the Agreement shall be deleted in its entirety and replaced by the Exhibit A, attached hereto and incorporated herein.

**2.7. Exhibit B.** The bullet points on Exhibit B of the Agreement shall be deleted in its entirety and replaced with the following:

- Ten (10) Chargers Cabinets
  
- Twenty (20) charge posts (Level 3 DC fast chargers)
  
- Two (2) Level 2 posts (Four (4) parking spaces in total) for all EV use (at no charge to the users)

- Switchgear and meter panel
- Signage

**3. Effect.** Except as expressly modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. Except as otherwise set forth in this Amendment, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement.

**4. Consent.** The parties represent and warrant that there are no consents of third parties (including any lenders) that are necessary for the execution and performance of this Amendment or that each party has obtained all consents of third parties necessary for the execution and performance of this Amendment.

**5. Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Any signature to this Amendment that is transmitted electronically through email as a PDF or DocuSign will be deemed an original signature, be binding upon the parties hereto and will have the same force and effect as an original signature.

**6. Brokers.** Counterparty and Tesla each represents that they have not dealt with any broker and each hereby agrees to indemnify and hold the other harmless from any claims for any broker related commissions or fees.

**7. Successors.** The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

**[Signatures appear on following page]**

**IN WITNESS WHEREOF**, Counterparty and Tesla have executed this Amendment as of the Amendment Effective Date.

**COUNTERPARTY:**

Town of Los Gatos  
a local government

By: \_\_\_\_\_

Name: Laurel Prevetti

Title: Town Manager

By: \_\_\_\_\_

Name: Matt Morley

Title: Director of Parks and Public Works

By: \_\_\_\_\_

Name: Robert Schultz

Title: Town Attorney

Attest:

\_\_\_\_\_  
Shelley Neis, MMC, CPMC, Town Clerk

**TESLA:**

Tesla, Inc.  
a Delaware corporation

By: \_\_\_\_\_

Name: Maximilien de Zegher

Title: Senior Manager, Global Charging Infrastructure

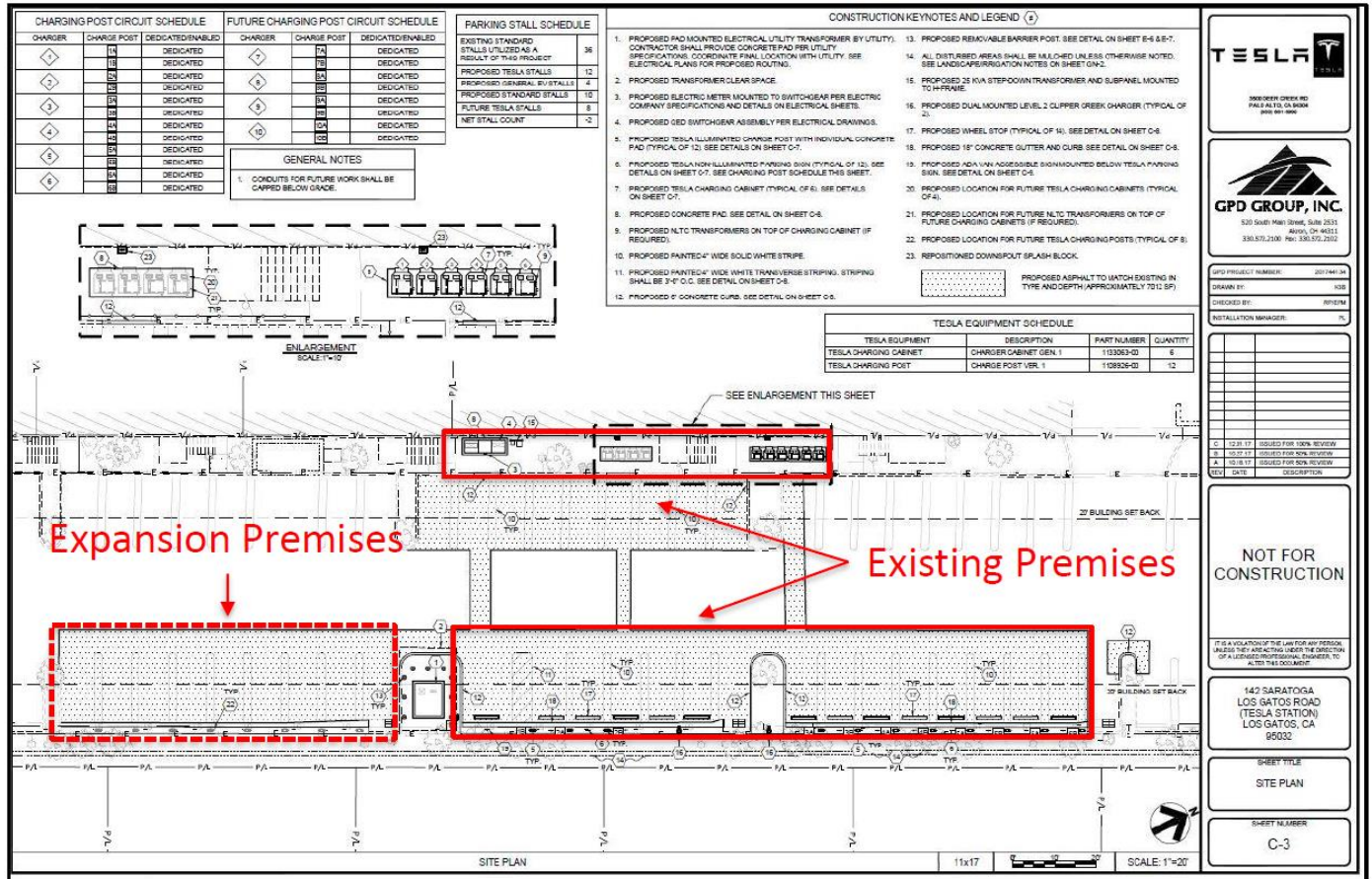
# EXHIBIT A

## Premises Depiction and Address

**Northeast Parking Garage Address –Northside Paring Lot - Town of Los Gatos, CA – 142 Los Gatos-Saratoga Rd, Los Gatos, CA 95032**

### Premises Depiction:





PROJECT NUMBER: 201746-04  
 DRAWN BY: A32  
 CHECKED BY: RWDM  
 INSTALLATION MANAGER: JL

NO.	DATE	DESCRIPTION
C	12/21/17	ISSUED FOR 100% REVIEW
B	10/27/17	ISSUED FOR 90% REVIEW
A	10/26/17	ISSUED FOR 90% REVIEW
REV.	DATE	DESCRIPTION

**NOT FOR CONSTRUCTION**

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, AND/OR ANY AGENCY, UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

147 SARATOGA  
 LOS GATOS ROAD  
 (TESLA STATION)  
 LOS GATOS, CA  
 95032

SHEET TITLE  
 SITE PLAN  
 SHEET NUMBER  
 C-3

**CHARGING STATION AGREEMENT**

This Supercharger Agreement (the "**Agreement**") is effective as of ~~2/13, 2017~~<sup>2018</sup> (the "**Effective Date**") by and between The Town of Los Gatos a local government ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**").

**WHEREAS**, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by attracting Tesla vehicle owners and the public to, and providing additional visibility of, the Property;

**WHEREAS**, Counterparty acknowledges the value of Tesla's charging station at the Property and desires to grant possession and control of the Premises to Tesla pursuant to the terms set forth herein;

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty's Address for Notices:

Town of Los Gatos  
41 Miles Ave.  
Attention: Jim Harbin  
Phone: (408) 395-5310  
Email: jharbin@losgatosca.gov

Tesla's Address for Notices:

Tesla, Inc.  
3500 Deer Creek Road  
Palo Alto, CA 94304  
Attention: Supercharger Team  
Phone: (650) 681-5000  
Email: superchargerlease@teslamotors.com

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24-hour Technical Support & Service:  
877-79-TESLA (877-798-3752)

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2. **PREMISES:** Counterparty hereby grants to Tesla possession and control of eighteen (18) parking spaces, up to five (5) feet of additional parking width to comply with the Americans with Disabilities Act of 1990 and approximately 200-400 square feet of landscaped space for equipment (the "**Premises**") on the property commonly known as the North Parking Lot, located between University Ave. and North Santa Cruz Ave., north of Los Gatos – Saratoga Rd., and as depicted on **Exhibit A** attached hereto (the "**Property**") in order to build an electric vehicle charging station to charge Tesla vehicles (the "**Charging Station**").
3. **CONSTRUCTION:** Upon delivery of possession of the Premises to Tesla, Tesla shall, at its sole expense, construct improvements as described in and pursuant to the procedures set forth in **Exhibit B**, attached hereto and made a part hereof, and will install certain trade fixtures indicated in **Exhibit B** (the "**Trade Fixtures**" as further described and defined in **Exhibit B**).
4. **INITIAL FOOTPRINT:** A total of eighteen (18) parking spaces are needed to outfit the charging facility. Twelve (12) parking spaces will be outfitted with charge posts ("**Chargers**") and shall serve as dedicated charging stalls to be used only by Tesla vehicles ("**Dedicated Stalls**"). The four (4)

additional parking spaces shall be outfitted with chargers to be used by all other electric vehicles. Two (2) additional spaces are needed one each for ADA requirements and station infrastructure. The Dedicated Stalls and any applicable restrictions shall be identified by signage substantially similar to the signage depicted in Exhibit B.

5. **POSSESSION DATE:** The first date where Tesla may enter the Premises and Property to begin its work pursuant to the Agreement is January 15, 2018 (the "**Possession Date**").
6. **COMMENCEMENT DATE:** The date that the Charging Station opens to the public (the "**Commencement Date**") shall be within one hundred and fifty (150) days following the Possession Date, provided that no external permitting, utility or other requirements beyond Tesla's control delay the installation, despite the best efforts of Tesla. Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.
7. **TERM:** The initial term of the Agreement shall expire five (5) years from the Commencement Date (the "**Initial Term**"). Tesla shall have the right to once extend the Agreement and such extension shall be for an additional period of five (5) years (the "**Renewal Term**" and together with the Initial Term, the "**Term**"). Following the Renewal Term, any further renewals will be subject to mutual agreement between Tesla and Counterparty. To extend the Term, Tesla shall deliver written notice of such extension to Counterparty no later than thirty (30) days prior to the expiration of the Term. In the event of a sale or transfer of the Property or Premises by Counterparty while the Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises.
8. **UTILITIES:** Tesla agrees to arrange and pay the charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Counterparty grants to Tesla and such public utility companies an easement to install, operate, inspect, maintain and repair such public utility facilities as may be reasonably necessary over the Property to serve the Premises. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was due to Counterparty's gross negligence or willful misconduct.
9. **USE:** Tesla shall use and occupy the Premises during the Term for a Charging Station and incidental purposes, including generating photovoltaic electricity and operating an energy storage system. All use of the Premises by Tesla shall comply with applicable codes, laws, and ordinances.
10. **PAYMENT FOR CHARGING SERVICES:** Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with Tesla charging services.
11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Trade Fixtures and Infrastructure (as defined in Exhibit B) and Counterparty shall not have any liability for damage to the Trade Fixtures or the Infrastructure unless such damage is caused by Counterparty's gross negligence or willful misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for debris and garbage collection and removal. Counterparty agrees to coordinate any parking lot

maintenance with Tesla to ensure that charging stalls remain available as much as is reasonably feasible. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site. All site equipment installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the agreement.

12. **COUNTERPARTY COVENANTS:** Counterparty represents that they are the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Counterparty. Counterparty shall not take any action that would impair or interrupt the use of the Premises or the Trade Fixtures. Counterparty agrees to notify Tesla within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Premises or Trade Fixtures. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Counterparty shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the charging stalls is not impaired.
13. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a company that is controlled by, controls, or is under common control with Tesla.
14. **ALTERATIONS:** Excepting the items of **Exhibit B**, Tesla shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed. Upon termination of this Agreement, unless terminated due to a default of Counterparty, the Infrastructure shall become the property of Counterparty; provided that all Trade Fixtures and all related intellectual property shall at all times remain the property of Tesla and all Trade Fixtures will be promptly removed by Tesla upon termination of the Agreement.
15. **SIGNAGE:** Tesla signage to be installed at the Premises is represented in **Exhibit B** and shall include signs to identify Dedicated Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at Tesla's expense.
16. **INDEMNIFICATION:** Except to the extent of any gross negligence or willful misconduct of Counterparty, Tesla hereby agrees to indemnify, hold harmless and defend the Property, Counterparty, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Tesla's use of the Premises. Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Tesla at or for use on the Premises.



Except to the extent of any gross negligence or willful misconduct of Tesla, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its directors, officers, employees, consultants, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party directly related to Counterparty's actions with respect to the Premises.

17. **DESTRUCTION**: Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate the Agreement.

18. **DEFAULT**: Each of the following shall constitute an "**Event of Default**" by Tesla under this Agreement:

(1) the failure by Tesla to perform or observe any material term or condition of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then Tesla shall have such additional time as is reasonably required to cure such failure provided Tesla commences to cure such failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity; or

(2) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Tesla the same are not discharged within sixty (60) days after the date of commencement.

19. **REMEDIES**: Counterparty and Tesla acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Agreement. If an Event of Default has occurred and is continuing, then Counterparty, in addition to any other remedies given at law or in equity, may:

(A) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or

(B) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State where the Premises are located then in effect.

20. **INSURANCE**: Tesla shall carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Upon request, Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance

policies. Tesla will also carry worker's compensation insurance in accordance with state and federal law.

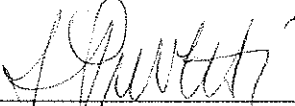
21. **CONFIDENTIALITY AND PUBLICITY:** Neither party will use the other party's name, trademark or logo without such other party's prior written consent.
22. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, Tesla shall not be liable for, and Counterparty expressly releases Tesla from any claims from, speculative, indirect, consequential or punitive damages, including any lost sales or profits of Counterparty.
23. **ENVIRONMENTAL MATTERS:** To the best of Counterparty's knowledge, Counterparty believes that the Premises shall be delivered free of environmental contamination. Tesla shall have no liability for any environmental contamination unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination or any contamination not caused by Tesla, its agents, contractors or employees, except for disposal of any contaminated materials that may result from the construction of the project and limited to any excavated contaminated soil that will be properly disposed of. The cost to Tesla of the disposition of any such excavated contaminated soil will be capped at five thousand dollars (\$5,000). Tesla shall have no liability for diminution in value of the Property as it relates to environmental contamination.
24. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. Counterparty and Tesla may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.
25. **BROKERS:** Counterparty and Tesla represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.
26. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State where the Premises are located.
28. **TIME:** Time is of the essence in this Agreement.
29. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.
30. **TERMINATION:** Counterparty shall retain the right to terminate the Agreement by providing one hundred and eighty (180) days written notice. If Counterparty exercises its right to early

termination, then Counterparty shall pay Tesla an early termination fee on or before such early termination date equal to the unamortized costs to construct the Charging Station (including the costs of Trade Fixtures, Infrastructure and construction), calculated as of the early termination date based on straight-line depreciation over a ten (10) year period.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Town of Los Gatos by:


  
\_\_\_\_\_  
Laurel Prevetti, Town Manager

TESLA:

Tesla, Inc.

a Delaware corporation

Recommended by:

  
\_\_\_\_\_  
Matt Morley, Director of Parks and Public Works

By: See Attached

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Robert Schultz, Town Attorney

AGR: Tesla Charging Station

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

COUNTERPARTY:

\_\_\_\_\_

a \_\_\_\_\_

By: See Attached

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TESLA:

Tesla, Inc.

a Delaware corporation

By:  \_\_\_\_\_

Name: CAL LANKTON

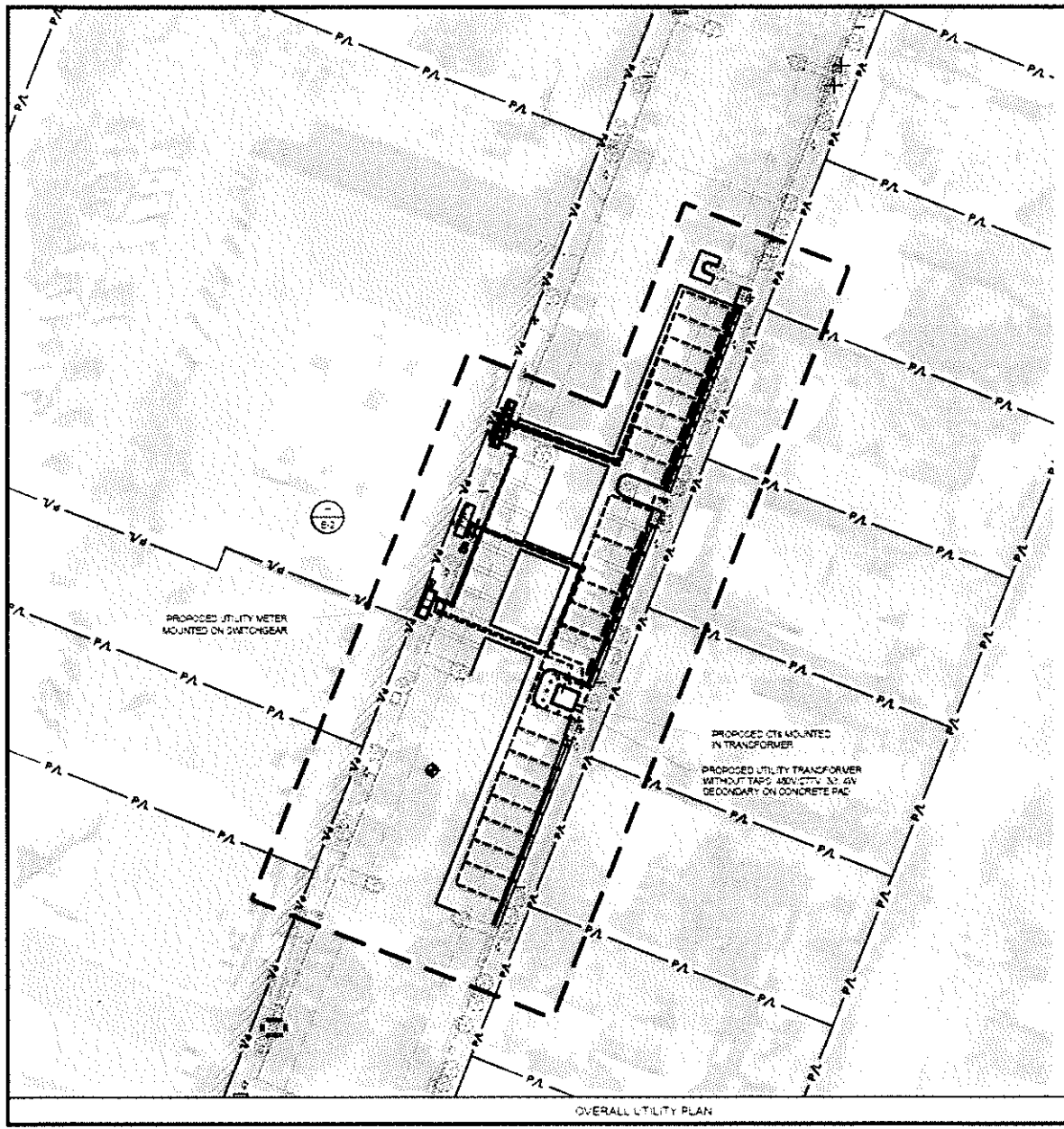
Title: VP, ENERGY SALES and OPERATIONS

AGR: Tesla Charging Station

EXHIBIT A

Premises and Property Depiction and Address

Premises and Property Depiction: Northside Parking Lot – Town of Los Gatos, CA





## **PROPOSED TESLA CHARGING STATIONS**

**LOCATION MAP**

**NOT TO SCALE**

N:\PPW\EV Chargers\Tesla Exhibit.dwg

## EXHIBIT B

### Tesla Improvements

Tesla shall install the Charging Station on the Premises pursuant to the terms of this **Exhibit B**. Tesla installation shall include the installation of the infrastructure for the Charging Station, which may include power supply, utility connections, concrete pads, conduit and wiring (the **"Infrastructure"**).

The Charging Station will also include certain trade fixtures as determined by Tesla, which may include, without limitation, the charger cabinets (**"Charger Cabinets"**), charge posts, switchgear, signage, , and an energy storage system (the **"Trade Fixtures"**). The type of charge posts installed at the Charging Station shall be Level 3 DC fast chargers (capable of delivering up to 73 kW of power).

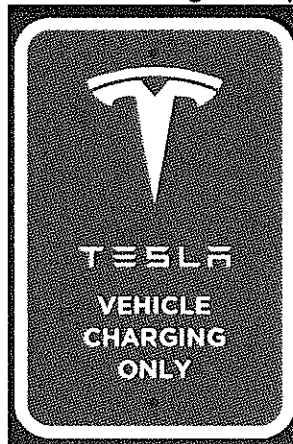
The Trade Fixtures to be installed as of the Commencement Date will include the following:

- Six (6) Chargers Cabinets
- Twelve (12) charge posts (Level 3 DC fast chargers)
- Two (2) Level 2 posts (Four (4) parking spaces in total) for all EV use (at applicable rates)
- Switchgear and meter panel
- Signage

The installation of the Infrastructure and the Trade Fixtures is collectively referred to as the **"Tesla Improvements."** Tesla will not perform the Tesla Improvements until the plans and specifications, including exact locations, have been approved and permitted by Counterparty, which approval is may be by e-mail communication and shall not be unreasonably withheld, conditioned or delayed. All Tesla Improvements shall at all times comply with applicable laws, codes and ordinances and Infrastructure and Trade Fixtures shall be installed, maintained and replaced at Tesla's sole cost.

### Signage

#### Dedicated Stall Sign Example







**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 12/19/2017  
ITEM NO: 10

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DATE: DECEMBER 7, 2017  
TO: MAYOR AND TOWN COUNCIL  
FROM: LAUREL PREVETTI, TOWN MANAGER  
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A CHARGING STATION AGREEMENT WITH TESLA, INC. TO PROVIDE ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND SERVICES AT THE NORTH PARKING LOT

**RECOMMENDATION:**

Authorize the Town Manager to execute a Charging Station Agreement (Attachment 1) with Tesla, Inc. to provide electric vehicle charging infrastructure and services at the North Parking Lot.

**BACKGROUND:**

In 2012, four electric vehicle (EV) charging stations were installed in various locations in downtown Los Gatos, funded in part by grants through the Department of Energy and the California Energy Commission. Four additional stations were installed in 2014, bringing the total Town inventory to 8 stations with 14 charging ports. The stations are managed by ChargePoint, Inc. through a Master Services and Subscription Agreement.

Electric vehicles are popular in California, especially in the Bay Area, and charging station locations are a key factor in determining destinations for EV drivers. Los Gatos EV stations experience high use overall and Tesla approached the Town with this opportunity based on the high volume of Tesla vehicles that have been tracked in the downtown area.

**PREPARED BY:** Jim Harbin  
Facilities & Environmental Programs Manager

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

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DECEMBER 7, 2017

DISCUSSION:

The North Lot, located north of Highway 9 between University Avenue and North Santa Cruz Avenue, provides an ideal location due to its size, proximity to sufficient power, and underutilized parking spaces. In addition, staff anticipates that having an additional charging station destination in downtown will further attract drivers to dine and shop in the area.

Tesla would enter into the agreement with the Town to construct improvements and install equipment necessary to provide EV charging at Tesla's sole expense. The scope of this project includes all work necessary to install 12 Tesla Supercharger charging ports for Tesla electric vehicles and four additional ports for all other electric vehicles. The station footprint would utilize 18 existing parking spaces to facilitate the 16 charging ports, an ADA parking space, and the necessary electrical equipment.

Completion of this EV charging station will more than double the inventory of charging ports in the Town from 14 to 30. Staff feels the opportunity to more than double the number of EV charging ports is worth the loss of two parking spaces especially given the underutilized nature of the North Lot. If authorized, the work is anticipated to begin in January 2018.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a Charging Station Agreement with Tesla, Inc. to provide electric vehicle charging services at the North Parking Lot.

COORDINATION:

This report was coordinated with the Town Manager's Office and Parks and Public Works Department.

FISCAL IMPACT:

There is no fiscal impact from this project.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Charging Station Agreement