



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
NOVEMBER 16, 2021  
TELECONFERENCE  
7:00 P.M.**

*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. Disruption of the meeting may result in a violation of Penal Code 403.

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  
NOVEMBER 16, 2021**

**7:00 PM**

**IMPORTANT NOTICE**

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.). Consistent with AB 361 and Town of Los Gatos Resolution 2021-044, this meeting will not be physically open to the public and the Council will be teleconferencing from remote locations. Members of the public can only participate in the meeting by joining the Zoom webinar (log in information provided below).

**PARTICIPATION**

Public comments can be made live during the Town Council meeting via Zoom. 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).

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

**Zoom webinar:** Join from a PC, Mac, iPad, iPhone or Android device: click this link <https://us02web.zoom.us/j/84869633005?pwd=bF11RkZCL3VicUpxWGE3UXZYRG1aZz09>.

Password: 580144. You can also type in 848 6963 3005 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

When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom. If you are participating by phone on the Zoom app, press \*9 on your telephone keypad to raise your hand. If you are participating by calling in, press #2 on your telephone keypad to raise your hand.

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

If you are unable to participate in real-time, you may email to [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  
NOVEMBER 16, 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**

**COUNCIL / MANAGER MATTERS**

**CONSENT ITEMS** *(Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 2 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

1. Approve Town Council Closed Session Meeting Minutes of November 1, 2021.
2. Approve Town Council Closed Session Meeting Minutes of November 2, 2021.
3. Approve Town Council Meeting Minutes of November 2, 2021.
4. Approve Town Council Closed Session Meeting Minutes of November 9, 2021.
5. Adopt a Resolution Reaffirming Resoultion 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic.
6. Adoption of an Ordinance of the Town of Los Gatos Amending the Los Gatos Town Code Section 18.50.100 to Prohibit Targeted Residential Picketing.
7. Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Winterbrook No. 7, Approximately 0.95 Acres on Property Pre-Zoned R-1:8. APN 523-26-017. Annexation Application AN21-002. Project Location: **16010 Winterbrook Road**. Property Owner/Applicant: Drew and Kari Brown.
8. Adoption of an Ordinance of the Town of Los Gatos Amending Chapter 11 Regarding Garbage, Refuse, and Weeds to Include Organic Waste Disposal Reduction and Amending Sections Conflicting with Ordinance Definitions and Requirements.
9. Authorize the Town Manager to Execute an Agreement for Software Support with Sun Ridge Systems, Inc.
10. Adopt a Resolution Accepting Funds from the California Supplemental Law Enforcement Service Fund (SLESF).

- [11.](#) Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), Completed by Tennyson Electric Inc., and Authorize the Town Clerk to File for Recordation.
- [12.](#) Authorize the Town Manager to Purchase Three Police Patrol Vehicles from Folsom Lake Ford in and Amount Not to Exceed \$125,037.
- [13.](#) Authorize the Town Manager to Execute an Amendment to a Consultant Agreement for Executive Recruitment Services with Teri Black & Company, LLC. in an Amount Not to Exceed \$83,500.
- [14.](#) Receive the First Quarter Investment Report (July through September 2021) for Fiscal Year 2021/22.
- [15.](#) Approve Addenda to the Town Employees' Association and the American Federation of State, County and Municipal Employees Memoranda of Understanding and Revisions to the Classification Plans for the Unrepresented Management and Confidential Units; and Authorize Salary and Benefits Budget Adjustments in the Amount of \$85,596 from Available General Fund Capital/Special Projects Reserve.
- [16.](#) Authorize the Town Manager to Quitclaim a 1947 Sewer Line Easement at 101 Blossom Hill Road.

**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 consistent with the Participation Instructions contained on Page 2 of this agenda.)*

- [17.](#) Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date.
- [18.](#) Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney.
- [19.](#) Consider the Recommendation of the Arts and Culture Commission to Commission Artist Matt Babcock for the Second Gateway Sculpture to be Placed at Hwy 17 and Lark, and to Use the Same Artist and Same Design for Future Gateway Sites.
- [20.](#) Authorize the Town Manager to Negotiate and Execute a Donation Agreement for the Los Gatos Theater Donation Property and Issue a Request For Proposal (RFP) for the Management and Programming of the Theater.
- [21.](#) Discuss and Provide Direction on 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. Receive an Update on the Status and Progress of the Semi-Permanent Parklet Program;
  - b. Provide Direction on the Addition of Public Parklet Areas; and
  - c. Extend the Economic Recovery Resolution to December 31, 2022.

**PUBLIC HEARINGS** (*Applicants/Appellants, their representative, and members of the public may address the Council on any public hearing item consistent with the Participation Instructions contained on Page 2 of this agenda. Applicants/Appellants and their representatives may be allotted up to a total of five minutes maximum for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.*)

**22.** Staff Recommends the Following Actions Regarding Town Purchasing:

- a. Approve the Recommendation of the Council Policy Committee to Approve the Proposed Updates to the Town Purchasing Policy;
- b. Proceed with an Introduction and First Reading of an Ordinance of the Town Council of the Town of Los Gatos, by Title Only, Amending Chapter 2 (Administration), Article V, Division 2 of the Town Code Regarding Purchasing; and
- c. Adopt a Resolution of the Town Council of the Town of Los Gatos in the Matter of Uniform Public Construction Cost Accounting Procedures.

**23.** Consider an Appeal of the Community Development Director Determination of Demolition on Property Zoned R-1:8. Located at 33 Walnut Avenue. APN 510-41-007. Building Permit B19-0482. Property Owner/Applicant/ Appellant: Jeffrey Siegel. Project Planner: Erin Walters.

**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. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers.***

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



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**DRAFT  
Minutes of the Town Council Special Meeting - Closed Session  
Monday, November 1, 2021**

The Town Council of the Town of Los Gatos conducted a Special Meeting in-person and utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361 in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 65950 et seq.) and Town of Los Gatos Resolution 2021-044 on Monday, November 1, 2021, at 1:00 p.m. to hold a Closed Session.

**MEETING CALLED TO ORDER AT 1:10 P.M.**

**ROLL CALL**

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

Absent: None

**VERBAL COMMUNICATIONS**

No one spoke.

**THE TOWN WILL MOVE TO CLOSED SESSION ON THE FOLLOWING ITEM:**

**1. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, and Dismissal**

[Government Code Section 54957(b)(1)]

Title: Town Manager

Conference with Labor Negotiator

(Government Code Section 54957.6)

Town negotiator: Lisa Velasco, Human Resources Director

Unrepresented Employee: Town Manager

**2. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, and Dismissal**

[Government Code Section 54957(b)(1)]

Title: Town Attorney

Conference with Labor Negotiator

(Government Code Section 54957.6)

Town negotiator: Lisa Velasco, Human Resources Director

Unrepresented Employee: Town Attorney

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Town Council Special Meeting of November 1, 2021

DATE: November 2, 2021

**ADJOURNMENT**

Closed Session adjourned at 2:00 p.m.

Attest:

Submitted by:

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Jenna De Long, Deputy Clerk

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Laurel Prevetti, Town Manager



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**DRAFT  
Minutes of the Town Council Special Meeting - Closed Session  
November 2, 2021**

The Town Council of the Town of Los Gatos conducted a Special Meeting in-person and utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361 in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, November 2, 2021, at 5:45 p.m. to hold a Closed Session.

**MEETING CALLED TO ORDER AT 5:46 P.M.**

**ROLL CALL**

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

Absent: None

**VERBAL COMMUNICATIONS**

No one spoke.

**THE TOWN WILL MOVE TO CLOSED SESSION ON THE FOLLOWING ITEM:**

**1. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**

To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:

Town Negotiators:

Donna Williams, Liebert Cassidy Whitmore

Arn Andrews, Assistant Town Manager

Lisa Velasco, Human Resources Director

Employee Organizations:

American Federation of State, County and Municipal Employees (AFSCME)

Town Employees Association (TEA)

Police Officers' Association (POA)

PAGE 2 OF 2

SUBJECT: Draft Minutes of the Town Council Special Meeting of November 2, 2021

DATE: November 2, 2021

**ADJOURNMENT**

Closed Session adjourned at 6:35 p.m.

Attest:

Submitted by:

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Jenna De Long, Deputy Clerk

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Laurel Prevetti, Town Manager



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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, November 2, 2021**

The Town Council of the Town of Los Gatos conducted a regular meeting utilizing teleconference and electronic means consistent with Government Code Section 54953, as Amended by Assembly Bill 361, in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, November 2, 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

**CLOSED SESSION REPORT**

Robert Schultz, Town Attorney, stated Council met in Closed Session as duly noted on the agenda and there is no report.

**COUNCIL/TOWN MANAGER REPORTS**

**Council Matters**

- Council Member Ristow stated she attended the Policy Committee, Democracy Tent, and Housing Element Advisory Board (HEAB) meetings; the West Valley Muslim Association (WVMA) family event; and met with residents and business owners.
- Council Member Badame stated she attended the HEAB meeting; observed the Community Health and Senior Services Commission (CHSSC); and met with the Outreach Manager for West Valley Collection and Recycling, the appellants of the 17200 Los Robles Way appeal, and residents.
- Council Member Hudes stated he attended a webinar by the developer regarding the North 40 (N40) Phase II development, Senior Services Committee meeting, Santa Clara Valley Water District (SCCVWD) meeting, and met with residents in the vicinity of 17200 Los Robles Way.
- Vice Mayor Rennie stated he attended Bay Area Air Quality Management District (BAAQMD) Special Board meeting, BAAQMD Mobile Source Committee, Senior Services Committee, and CHHSC meetings; Special Olympics dinner with Mayor Sayoc, Silicon Valley Bocce Bash with Mayor Sayoc, Belgatos Park for Parks Event, and Boy Scouts Citizenship class.



Council Matters – continued

- Mayor Sayoc, in addition to the meetings already stated, attended the West Valley Mayors and Managers meeting and met with Cambrian School District representatives with Manager Prevetti.

**Manager Matters**

- Announced Board, Commission, and Committee recruitment is underway; the application period closes 4:00 p.m. on December 3.
- Announced a Community Meeting will be held on November 9, at 6:30 p.m. via teleconference to seek input from the community regarding the Police Chief recruitment.
- Announced a United Against Hate Walk will be held November 14 at 2 p.m., more information can be found on the Town website.

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

1. Approve Closed Session Meeting Minutes of October 19, 2021.
2. Approve Meeting Minutes of October 19, 2021.
3. Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic. **RESOLUTION 2021-045**
4. Adopt a Resolution to Set a Date for Consideration of the Reorganization of an Uninhabited Area Designated as Winterbrook No. 7, Approximately 0.95 Acres on Property Pre-Zoned R-1:8. APN 523-26-017. Annexation Application AN21-002. Project Location: **16010 Winterbrook Road**. Property Owner/Applicant: Drew and Kari Brown. **RESOLUTION 2021-046**
5. Authorize the Town Manager to Execute a Cooperative Agreement with the California Department of Transportation for the Development of a Project Initiation Document for the Highway 17 Bicycle and Pedestrian Overcrossing Project (CIP No. 818-0803) in an Amount Not to Exceed \$135,000, and Authorize the Town Manager to Execute Future Cooperative Agreements with Caltrans as Necessary for Future Project Phases.
6. Authorize the Town Manager to Execute a Second Amendment to Agreement for Consultant Services with Cuschieri Horton Architects for Additional Architectural and Engineering Design Services for PPW Project 821-2302, in an Amount of \$53,100, for a Total Agreement Not to Exceed \$218,450.
7. Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Waterproofing Town-Wide Project (20-821-2010), Completed by California Roofing Company for a Roof Replacement on the Engineering Building and Authorize the Town Clerk to File for Recordation.

Opened public comment.

No one spoke.

Consent Items – continued

Closed public comment.

**MOTION: Motion by Council Member Badame to approve Consent Items 1-7. Seconded by Council Member Ristow.**

**VOTE: Motion passed unanimously.**

**VERBAL COMMUNICATIONS**

Kylie Clark, Public Policy Coordinator, West Valley Community Services (WVCS)

- Commented in support of the Mayor and Town Council.

Rob Moore

- Commented in support of the United Against Hate March and encouraged all to obtain a United against Hate poster at the Los Gatos Chamber of Commerce offices.

Pat Kearns, RATES

- Commented that the Public Utilities Commission (PUC) has a publication that addresses their new directive on equity, equality, and opportunity of water and electric allocation.

John Shepardson

- Read a speech by Abraham Lincoln regarding the increasing disregard for law.

David Mineta, California Asian & Pacific Islander (API) Legislative Caucus

- Read a letter on behalf of API and other DEI groups in support of the Mayor and Town Council.

Stephanie

- Commented in support of the Mayor and Town Council.

Debbie Lowe

- Commented in support of the Mayor and Town Council.

Kjirste Morrell

- Commented in support of the Mayor and Town Council and Inquired if solar panels and batteries could be installed on Town properties to provide power to residents in the event of a disaster.

Craig Gleason

- Requested the Town adopt a Native American Land Acknowledgement as part of the diversity, equity, and inclusion efforts.

**OTHER BUSINESS**

8. Approve Updates to Council Policy 2-01: Town Agenda Format and Rules and Council Policy 2.04: Town Council Code of Conduct as Recommended by the Council Policy Committee and Adopt a Resolution to Rescind Resolutions 2009-002 and 2006-111. **RESOLUTION 2021-047**

Laurel Prevetti, Town Manager, presented the staff report.

Opened public comment.

No one spoke.

Closed public comment.

Council discussed the item.

**MOTION:** Motion by Council Member Badame to approve updates to Council Policy 2-01: Town Agenda Format and Rules and Council Policy 2.04: Town Council Code of Conduct as recommended by the Council Policy Committee (Attachment 2) and adopt a resolution (Attachment 6) to rescind Resolutions 2009-002 and 2006-111. AMENDED: to add the language "Speakers at public meetings will be asked to provide their full name and to state whether they are a resident of the Town of Los Gatos. This information is optional but not required." **Seconded by Council Member Hudes.**

**VOTE:** Motion passed 4/1, Vice Mayor Rennie opposed.

**PUBLIC HEARINGS**

9. Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code Section 18.50.100 to Prohibit Targeted Residential Picketing. **ORDINANCE 2323**

Robert Schultz, Town Attorney, and Laurel Prevetti, Town Manager, presented the staff report.

Opened Public Comment.

Ali Miano

- Commented in support of the item.

Closed Public Comment.

Council discussed the item.

Public Hearings Items #9 – continued

**MOTION:** Motion by Council Member Badame to introduce an Ordinance, by title only, amending the Los Gatos Town Code section 18.50.100 to prohibit targeted residential picketing. **Seconded** by Council Member Hudes.

**VOTE:** Motion passed unanimously.

The Town Clerk read the title of the ordinance.

**OTHER BUSINESS**

10. Provide Direction to Strengthen the Town’s Social Host Ordinance and Update the Youth Party Guidelines.

Laurel Prevetti, Town Manager, presented the staff report.

Los Gatos Saratoga Union High School District (LGSUHSD) representatives Board Vice President Peter Hertan, Superintendent Dr. Michael Grove, Assistant Superintendent Heath Rocha, Assistant Principal Kristi Gratsy, Assistant Principal Amy Drollett, and Assistant Principal Allison Stits gave a presentation on underage drinking and substance use.

Opened Public Comment.

Chris Miller, Community Against Substance Abuse (CASA)

- Commented in support of strengthening the Social Host ordinance and inquired if social norms can be addressed in the ordinance.

Louis Rich, Los Gatos High School Guidance Counselor

- Commented in support of strengthening the Social Host ordinance.

Theresa Bond, LGSUHSD Governing Board Member

- Commented in support of strengthening the Social Host ordinance and encouraged the Town to reassess fines for violations of the Social Host ordinance.

Closed Public Comment.

Council discussed the item.

The Town Council provided direction to staff to:

- Continue the partnership with LGSUHSD on education and community awareness
- Work with the Youth Commission to update the youth party guidelines
- Add this item to the Town Council Strategic Priorities discussion
- Place the ordinance on the Town Attorney’s list for future review

11. Provide Direction on the Proposed Pilot Employee Parking Program.

Greg Borromeo, Interim Police Captain, presented the staff report.

Opened Public Comment.

Randi Chen, Chamber of Commerce

- Commented in support of the proposed Pilot Employee Parking Program.

Catherine Somers

- Commented in support of the proposed Pilot Employee Parking Program.

Closed Public Comment.

Council discussed the item.

The Town Council provided direction to move forward with the proposed Pilot Employee Parking Program as stated in the staff report with the request to explore offering free Olive Zone permits to employees during the pilot period.

Recessed at 9:06 p.m.

Reconvened at 9:12 p.m.

### **PUBLIC HEARINGS**

12. Consider an Appeal of a Planning Commission Decision Approving a Lot Line Adjustment Between Three Adjacent Lots on Properties Zoned R-1:20. Located at 17200 Los Robles Way. Subdivision Application M-20-012. APNS 532-36-075, -076, -077. Property Owners: Daran Goodsell, Trustree and Mark Von Kaenel. Applicant: Tony Jeans. Appellant: Alison and David Steer.

Ryan Safety, Associate Planner, presented the staff report.

Council Members stated their disclosures.

Alison Steer, appellant, gave first remarks.

Tony Jeans, applicant, gave first remarks.

Opened Public Comment.

Gdefeo

- Commented on concerns of future development on the proposed lots.

Public Hearing Item #12 – continued

Terry Rinehart

- Commented on concerns of impacts to downhill neighbors.

Nancy Neipp

- Commented in opposition of the lot line adjustment due to potential hazards.

Renee Stratulate

- Commented on concerns of future development on the proposed lots.

Marcus Thordal

- Commented on concerns of potentially increasing housing.

Bill Bentinck

- Requested additional consideration of this item.

Tony Jeans, applicant, provided rebuttals.

Alison Steer, appellant, provided rebuttals.

Closed Public Comment.

Council discussed the item.

**MOTION: Motion by Council Member Badame** to adopt a resolution granting the appeal and denying the application based on being unable to make the affirmative findings at the subdivision map act and that it's consistent with all elements of the General Plan. **Motion failed for lack of a second.**

**MOTION: Motion by Council Member Hudes** to continue the item to a date certain of December 7, 2021 to obtain more information about the conceptual placement and nature of the structures, seismic safety area, increased density, wildland interface urban area, and the degree to which it complies with the Town's General Plan. **Seconded by Council Member Badame.**

**VOTE: Motion passed unanimously.**

Recessed at 11:00 p.m.

Reconvened at 11:05 p.m.

13. Introduction and First Reading of an Ordinance Amending the Los Gatos Town Code Chapter 11 Regarding Garbage, Refuse, and Weeds to Include Organic Waste Disposal Reduction and Amending Sections Conflicting with Ordinance Definitions and Requirements. **ORDINANCE 2324**

Marina Chislett, Environmental Programs Specialist, presented the staff report.

Opened Public Comment.

No one spoke.

Closed Public Comment.

Council discussed the item.

**MOTION:** Motion by **Vice Mayor Rennie** to introduce an ordinance, by title only, amending the Los Gatos Town Code Chapter 11 regarding garbage, refuse, and weeds to include organic waste disposal reduction and amending sections conflicting with ordinance definitions and requirements. **Seconded** by **Council Member Ristow**.

**VOTE:** Motion passed unanimously.

The Town Clerk read the title of the ordinance.

#### **OTHER BUSINESS**

14. Discuss and Provide Direction Regarding Shared Mobility Devices.

Matt Morley, Parks and Public Works Director, presented the staff report.

Opened Public Comment.

No one spoke.

Closed Public Comment.

Council discussed the item.

Council provided direction to forward the item to the Complete Streets and Transportation Commission (CSTC).

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SUBJECT: Draft Minutes of the Town Council Meeting of November 2, 2021

DATE: November 2, 2021

**ADJOURNMENT**

The meeting adjourned at 11:24 p.m.

Respectfully submitted:

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Jenna De Long, Deputy Clerk





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**DRAFT  
Minutes of the Town Council Special Meeting - Closed Session  
November 9, 2021**

The Town Council of the Town of Los Gatos conducted a Special Meeting in-person and utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361 in response to the state of emergency relating to COVID-19 and enabling teleconferencing accommodations by suspending or waiving specified provisions in the Ralph M. Brown Act (Government Code § 54950 et seq.) and Town of Los Gatos Resolution 2021-044 on Tuesday, November 9, 2021, at 5:00 p.m. to hold a Closed Session.

**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.

Absent: None

**VERBAL COMMUNICATIONS**

No one spoke.

**THE TOWN WILL MOVE TO CLOSED SESSION ON THE FOLLOWING ITEM:**

**1. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, and Dismissal**

[Government Code Section 54957(b)(1)]

Title: Town Attorney Conference with Labor Negotiator (Government Code Section 54957.6)

Town negotiator: Lisa Velasco, Human Resources Director

Unrepresented Employee: Town Attorney

**2. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, and Dismissal**

[Government Code Section 54957(b)(1)]

Title: Town Manager Conference with Labor Negotiator (Government Code Section 54957.6)

Town negotiator: Lisa Velasco, Human Resources Director

Unrepresented Employee: Town Manager

**3. CONFERENCE WITH LABOR NEGOTIATOR (Government Code §54957.6)**

To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:

Town Negotiators:

Donna Williams, Liebert Cassidy Whitmore

Arn Andrews, Assistant Town Manager

Lisa Velasco, Human Resources Director

Employee Organizations:

American Federation of State, County and Municipal Employees (AFSCME)

Town Employees Association (TEA)

Police Officers' Association (POA)

**ADJOURNMENT**

Closed Session adjourned at 6:18 p.m.

Attest:

Submitted by:

\_\_\_\_\_  
Jenna De Long, Deputy Clerk

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 5

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DATE: November 5, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Reaffirming Resolution 2021-044 Regarding Brown Act Compliance and Teleconferencing and Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, During the COVID -19 Pandemic

**RECOMMENDATION:**

Adopt a Resolution reaffirming Resolution 2021-044 and making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings due to health and safety concerns for the public.

**BACKGROUND:**

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

**DISCUSSION:**

AB 361 was signed into law by the Governor on September 16, 2021, and went into effect immediately upon signing. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021, expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on State or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees.

**PREPARED BY:** Shelley Neis  
Town Clerk

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Reviewed by: Town Manager and Assistant Town Manager

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PAGE 2 OF 2

SUBJECT: Adopt a Resolution Regarding Brown Act Compliance and Teleconferencing

DATE: November 5, 2021

DISCUSSION (Cont) :

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

Town Council adopted Resolution 2021-044 on October 5, 2021 regarding Brown Act compliance and teleconferencing pursuant to Government Code Section 54953, as amended by AB 361, and on November 2, 2021 adopted Resolution 2021-046 reaffirming Resolution 2021-044.

CONCLUSION:

Adopt a Resolution reaffirming Resolution 2021-044 making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings. If adopted, virtual meetings may continue for all Town Boards, Commissions, and Committees.

COORDINATION:

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

FISCAL IMPACT:

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

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Resolution

**RESOLUTION 2021-**

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

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

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

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

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

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

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

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

ATTACHMENT 1

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

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

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

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

1. The Town Council hereby finds that the fact set forth in the above recitals and as contained in Resolution 2021-044 are true and correct, and establish the factual basis for the adoption of this Resolution;

2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19 and as a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees of in-person meetings of this legislative body and all Town advisory bodies within the meaning of California Government Code section 54953(e)(1).

3. Under the present circumstances, including the risks mentioned in the preceding paragraph, the Town Council determines that authorizing teleconferenced public meetings consistent with Assembly Bill 361 is necessary and appropriate.

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

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16<sup>th</sup> day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 6

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DATE: August 17, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adoption of an Ordinance of the Town of Los Gatos Amending the Los Gatos Town Code Section 18.50.100 to Prohibit Targeted Residential Picketing

**RECOMMENDATION:**

Adopt an Ordinance that was introduced at the Town Council meeting of November 2, 2021 amending the Los Gatos Town Code Section 18.50.100 to Prohibit Targeted Residential Picketing.

**DISCUSSION:**

At its November 2, 2021 meeting, the Town Council voted 5-0 to approve amending the Los Gatos Town Code Section 18.50.100 to prohibit targeted residential picketing.

Staff recommends that Council adopt an Ordinance amending the Los Gatos Town Code to prohibit targeted residential picketing.

**COORDINATION:**

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

**FISCAL IMPACT:**

As with any Ordinance change, the Town does incur costs with Municode to incorporate the modifications to the online and hardcopy versions of the Code. These expected expenditures are budgeted annually.

**PREPARED BY:** Shelley Neis  
Town Clerk

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

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PAGE 2 OF 2

SUBJECT: Adopt an Ordinance to the Town Code Section 18.50.100 to Prohibit Targeted  
Residential Picketing

DATE: November 5, 2021

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance

**DRAFT ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING SECTION 18.50.100 OF THE TOWN CODE  
TO PROHIBIT TARGETED RESIDENTIAL PICKETING**

**WHEREAS**, pursuant to the Town’s police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council has the authority to enact and enforce ordinances and regulations for the public peace, morals and welfare of the Town and its residents; and

**WHEREAS**, picketing activity that is targeted at a particular residence or household whose occupants do not welcome such activity may harass and intimidate such occupants, is inherently and unreasonably offensive to and intrusive upon the right to privacy in the home and may cause the occupants of such home to experience great emotional distress; and

**WHEREAS**, such unwelcome and targeted picketing activity creates a ‘captive audience’ situation because the occupants of a residence or household cannot readily move to another residence or household in order to avoid the unwelcome picketing activity being directed at them; and

**WHEREAS**, the purpose of this ordinance is to reasonably regulate the time, place and manner of picketing activity targeted at a particular residential dwelling. The regulations are content neutral and are intended to protect against the devastating effect of targeted picketing on the quiet enjoyment of the home; and

**WHEREAS**, this ordinance is not intended to and do not restrict the rights of free speech or alternative channels of communication. The ordinance leaves ample room for dissemination of ideas in a general way through marches, demonstrations, and placards employed in residential neighborhoods and other places, provided individuals are not targeted within 300 feet of their home; and

**WHEREAS**, in developing this ordinance, the Town Council has been mindful of legal principles relating to the regulations of targeted residential picketing. The Town Council has considered decisions of the United States Supreme Court, including but not limited to: *Frisby vs Schultz* (1988) 487 U.S. 474, and *Village of Belle Terre vs Boraas* (1974) 416 U.S. 1, 9; several California cases, including but not limited to: *City of San Jose vs Superior Court* (1995) 32 Cal.App.4th 330; *Sundance Saloon, Inc. vs City of San Diego* (1989) 213 Cal.App.3d 807; and, *Concerned Citizens of Murphys vs Jackson* (1977) 72 Cal.App.3d 1021; and

ATTACHMENT 1

**WHEREAS**, the California Appellate Court decision in the City of San Jose vs Superior Court, referenced above, supports the language of this chapter on its face and in its application as a content neutral time, place and manner restriction. Consistent with the City of San Jose decision, the Town Council has reasonably chosen this 300 foot buffer zone to provide a minimum degree of protection to the residents of targeted homes.

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Los Gatos as follows:

**SECTION 1.** Section 18.50.100 of the Los Gatos Town Code is amended to read as follows:

**Sec. 18.50.100. - Targeted residential picketing prohibited.**

- A. No person shall engage in picketing activity that is targeted at and is within three hundred feet of a residential dwelling.
- B. For purposes of this chapter, the term "residential dwelling" means any permanent building being used by its occupants solely for non-transient residential uses.
- C. For purposes of this chapter, the term "targeted" picketing means picketing activity that is targeted at a particular residential dwelling and proceeds on a definite course or route in front of or around that particular residential dwelling.
- D. This chapter does not and shall not be interpreted to preclude picketing in a residential area that is not targeted at a particular residential dwelling.

**Sec. 18.50.110. - Picketing before or about a residential dwelling prohibited.**

- A. It is unlawful for any person to engage in picketing before or about a residential dwelling of any individual in the Town of Los Gatos.
- B. Enforcement of this section shall be limited to those situations where the picketing proceeds on a definite course or route in front of a residential dwelling and is directed at that residential dwelling.
- C. This section does not and shall not be interpreted to preclude general marching through residential neighborhoods.

**Sec. 18.50.120. - Private right of action.**

- A. Any person who is aggrieved by an act prohibited by this Chapter may bring an action for damages, injunctive and/or declaratory relief, as appropriate, in a court of competent jurisdiction against any person who has violated, has conspired to violate, or proposes to violate the provisions of this chapter.
- B. Any aggrieved person who prevails in such an action shall be entitled to recover from the violator those damages, costs, attorneys' fees and such other relief as determined by the court. In addition to all other damages or relief, the court may award to the aggrieved person a civil penalty of up to one thousand dollars for each violation of this chapter.

- C. The remedies provided by this chapter are in addition to any other legal or equitable remedies the aggrieved person may have and are not intended to be exclusive.

**Sec. 18.50.130 - Penalty.**

In addition to any civil remedy created herein, the violation of any provision of Sections 18.50.100 or 18.50.110 shall constitute a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of those sections. In addition to the foregoing, any violation of Sections 18.50.100 or 18.50.110 shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

**SECTION 2.** The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). This ordinance imposes a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the ordinance is not a "project" within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the Town would undertake the required CEQA review for that project. Therefore, pursuant to CEQA Guidelines section 15060, CEQA analysis is not required.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have adopted the remainder of this ordinance, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

**SECTION 4.** This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 2<sup>nd</sup> day of November 2021 and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 16<sup>th</sup> day of November 2021. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16<sup>th</sup> day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 7

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**DATE:** November 10, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Adopt a Resolution Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as Winterbrook No. 7, Approximately 0.95 Acres on Property Pre-Zoned R-1:8. APN 523-26-017. Annexation Application AN21-002. Project Location: 16010 Winterbrook Road. Property Owner/Applicant: Drew and Kari Brown.

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) making determinations and approving the reorganization of an uninhabited area designated as Winterbrook No. 7, approximately 0.95 acres, located at 16010 Winterbrook Road (APN 523-26-017).

**BACKGROUND:**

The Town has an agreement with Santa Clara County that requires annexation of any property located within the Town's Urban Service Area boundary that is either contiguous to a Town boundary or within 300 feet of a Town maintained roadway if a use is proposed to intensify. The subject property is contiguous to a Town boundary. Annexation has been requested in conjunction with a proposal to demolish an existing single-family residence and construct a new single-family residence on the property. The total annexation area (0.95 acres) does not include any County street right-of-way.

Section 56757 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 gives cities in Santa Clara County the authority to annex territory without application to and hearing by the Santa Clara County Local Agency Formation Commission (LAFCO).

**PREPARED BY:** Ryan Safty  
Associate Planner

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

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BACKGROUND (continued):

The Town is required to hold a protest proceeding even if the area proposed for annexation is uninhabited (less than twelve registered voters) and all property owners have consented to the annexation.

This annexation was introduced at the November 2, 2021 Town Council meeting and the protest proceedings are set for November 16, 2021.

DISCUSSION:

The Town has received a petition requesting annexation to the Town of Los Gatos from Drew and Kari Brown, owners of the property at 16010 Winterbrook Road. The property is located on the east side of Winterbrook Road in an unincorporated County pocket (Attachment 2).

The property is in the Town's Urban Service Area, is contiguous to a Town boundary, and is pre-zoned R-1:8 (Single-Family Residential, 8,000 square foot minimum lot size). Annexation would allow Town services to be extended to the property and reduce the size of an existing County pocket.

Because this is a 100 percent consent, uninhabited annexation (less than twelve registered voters), a public hearing is not required. Required notice of the annexation was provided to Santa Clara County Planning and the County Library Service Area.

COORDINATION:

The preparation of this report was coordinated with the Santa Clara County Library District, Santa Clara County Infrastructure Development Division, LAFCO, Santa Clara County Assessor, Santa Clara County Surveyor, and the Santa Clara County Planning Division.

FISCAL IMPACT:

Once the annexation is certified by the State Board of Equalization, the Town will receive approximately 9.3 percent of the property taxes.

ENVIRONMENTAL ASSESSMENT:

The project is exempt pursuant to the California Environmental Quality Act Guidelines under Section 15061(b)(3): Review for Exemption, in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. A Notice of Exemption will not be filed.

PAGE 3 OF 4

SUBJECT: Winterbrook No. 7/AN21-002

DATE: November 10, 2021

Attachments:

1. Resolution (includes Exhibits A and B)
2. Location Map



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**RESOLUTION 2021-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
MAKING DETERMINATIONS AND APPROVING THE REORGANIZATION  
OF AN UNINHABITED TERRITORY AREA DESIGNATED AS  
WINTERBROOK NO. 7**

**APN: 523-26-017  
APPROXIMATELY 0.95 ACRES  
ANNEXATION APPLICATION: AN21-002  
PROPERTY LOCATION: 16010 WINTERBROOK ROAD  
PROPERTY OWNER/APPLICANT: DREW AND KARI BROWN**

**WHEREAS**, the Town Council of the Town of Los Gatos has received a request for annexation of territory designated Winterbrook No. 7 from Drew and Kari Brown; and

**WHEREAS**, the property, approximately 0.95 acres and includes no County street right-of-way located at 16010 Winterbrook Road, APN: 523-26-017, is contiguous to a Town boundary and within the Town’s Urban Service Area; and

**WHEREAS**, the following special district would be affected by the proposal: Santa Clara County Library Service Area; and

**WHEREAS**, the annexation would provide for use of Town services; and

**WHEREAS**, the Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with an R-1:8 (single-family residential, 8,000 square foot minimum lot size) zoning designation; and

**WHEREAS**, the Town of Los Gatos, as Lead Agency for environmental review for the reorganization, has determined annexation of the subject property is exempt from the California Environmental Quality Act guidelines, pursuant to Section 15061(b)(3); and

ATTACHMENT 1

**WHEREAS**, the County Surveyor of Santa Clara County has found the description and map (Exhibit A and B) to be in accordance with Government Code Section 56757, the boundaries to be definite and certain, and the proposal to be in compliance with LAFCO's road annexation policies; and

**WHEREAS**, as provided in Government Code Section 56757, the Town Council of the Town of Los Gatos shall be the conducting authority for a reorganization including an annexation to the Town; and

**WHEREAS**, the territory is uninhabited and all owners of land included in the proposal have consented to this annexation; and

**WHEREAS**, Government Code Section 56662(a) provides that if a petition for annexation is signed by all owners of land within the affected territory the Town Council may approve or disapprove the annexation without a public hearing; and

**WHEREAS**, evidence was presented to the Town Council; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council of the Town of Los Gatos does as follows:

1. That it is the conducting authority pursuant to Section 56757 of the Government Code for the annexation of property designated as Winterbrook No. 7, more particularly described in Exhibits A and B;
2. That the following findings are made by the Town Council of the Town of Los Gatos:
  - a. Said territory is uninhabited and comprises approximately 0.95 acres;
  - b. The annexation is consistent with the orderly annexation of territory within the Town's Urban Service Area and is consistent with the Town policy of annexing when required by the Town's agreement with the County of Santa Clara;

- c. The project is exempt from the California Environmental Quality Act (CEQA) under Title 14 Code of Regulations, Chapter 3: Guidelines for the Implementation of CEQA Section 15061(b)(3): Review for Exemption;
  - d. The Town Council enacted Ordinance 1267 in 1975 pre-zoning the subject territory with an R-1:8 (Single-Family Residential, 8,000 square foot minimum lot size) zoning designation;
  - e. The territory is within the Town's Urban Service Area as adopted by the Local Agency Formation Commission of Santa Clara County;
  - f. The County Surveyor has determined the boundaries of the proposed annexation to be definite and certain, and in compliance with the Commission's road annexation policies. The County Surveyor has been reimbursed for the actual cost incurred by the County Surveyor in making this determination;
  - g. The proposed annexation will not create an island, and will facilitate provision of efficient municipal services;
  - h. The proposed annexation does not split lines of assessment or ownership;
  - i. The proposed annexation is consistent with the Town's General Plan;
  - j. The territory to be annexed is contiguous to a Town boundary; and
  - k. The Town has complied with all conditions imposed by the Commission for inclusion of the territory in the Town's Urban Service Area.
3. That all owners of land within the affected territory have provided written consent to the reorganization and no subject agency has submitted written opposition to a waiver of protest proceedings;
  4. Pursuant to Section 56662(a) the Town waives protest proceedings;
  5. That upon completion of these reorganization proceedings the territory described in Exhibit A will be annexed to the Town of Los Gatos and will be detached from the Santa Clara County Library Service Area; and
  6. That upon completion of these reorganization proceedings the territory reorganized will be taxed on the regular County assessment roll, including taxes for existing bonded indebtedness.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los

Gatos, California, held on the 16<sup>th</sup> day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

## EXHIBIT A

### WINTERBROOK NO. 7 ANNEXATION TO THE TOWN OF LOS GATOS

#### GEOGRAPHIC DESCRIPTION

All that certain real property lying within the Rancho Rinconada De Los Gatos, in the County of Santa Clara, State of California, being more particularly described as follows:

**Beginning** at an angle point on the boundary of the Winterbrook No. 3 Annexation, said angle point being the northeasterly corner of Lot 5, as shown on the Map of Tract No. 505, filed for record May 20, 1952, in Book 38 of Maps, at Page 1, Records of said County; thence

(L1) North  $89^{\circ}55'45''$  East 190.19 feet along the southerly boundary of the northerly portion of said Winterbrook No. 3 Annexation to the northwesterly corner of the Stephenie Lane No. 2 Annexation; thence

(L2) South  $12^{\circ}47'30''$  East 50.00 feet along the westerly boundary of said Stephenie Lane No. 2 to the southwesterly corner thereof; thence

(L3) leaving said Annexation boundary South  $12^{\circ}47'30''$  East 50.00 feet to a point; thence

(L4) North  $89^{\circ}59'15''$  East 10.00 feet to the northwesterly corner of the easterly portion of the Stephanie Lane No. 1 Annexation; thence

(L5) South  $14^{\circ}06'00''$  East 93.33 feet along the westerly boundary of said Stephanie Lane No. 1 Annexation to a point; thence

(L6) leaving said Annexation boundary South  $82^{\circ}10'00''$  West 152.07 feet to a point; thence

(C1) along a non-tangent curve to the left, being concave to the southwest, the bearing to the radius point being South  $66^{\circ}59'12''$  West, with a radius of 100.00 feet, through a central angle of  $96^{\circ}10'48''$ , an arc distance of 167.87 feet to a point on the boundary of the Winterbrook No. 5 Annexation, said point lying on common boundary between Lot 6 and Winterbrook Road as shown on said Map of Tract No. 505; thence

Page one of two

**EXHIBIT A (continued)**

(C2) along said boundary of the Winterbrook No. 5 Annexation and said common boundary, along a non-tangent curve to the left, being concave to the southwest, the bearing to the radius point being South 53°51'55" West, with a radius of 40.00 feet, through a central angle of 14°19'25", an arc distance of 10.00 feet to the most northerly corner of said Winterbrook No. 5 Annexation, said corner lying on the southeasterly boundary of said Winterbrook No. 3 Annexation; thence

(L7) leaving said boundary of Winterbrook No. 5 Annexation along said boundary of Winterbrook No. 3 Annexation, North 39°32'30" East 42.01 feet to an angle point thereof; thence

(L8) North 30°56'20" East 78.07 feet along said Annexation boundary to an angle point thereof; thence

(L9) North 14°15'10" West 55.41 feet along said Annexation boundary to the **Point of Beginning**.

Area of Proposed Annexation: 41,411 square feet of land, more or less.

For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as a basis for an offer for the sale of the land described.



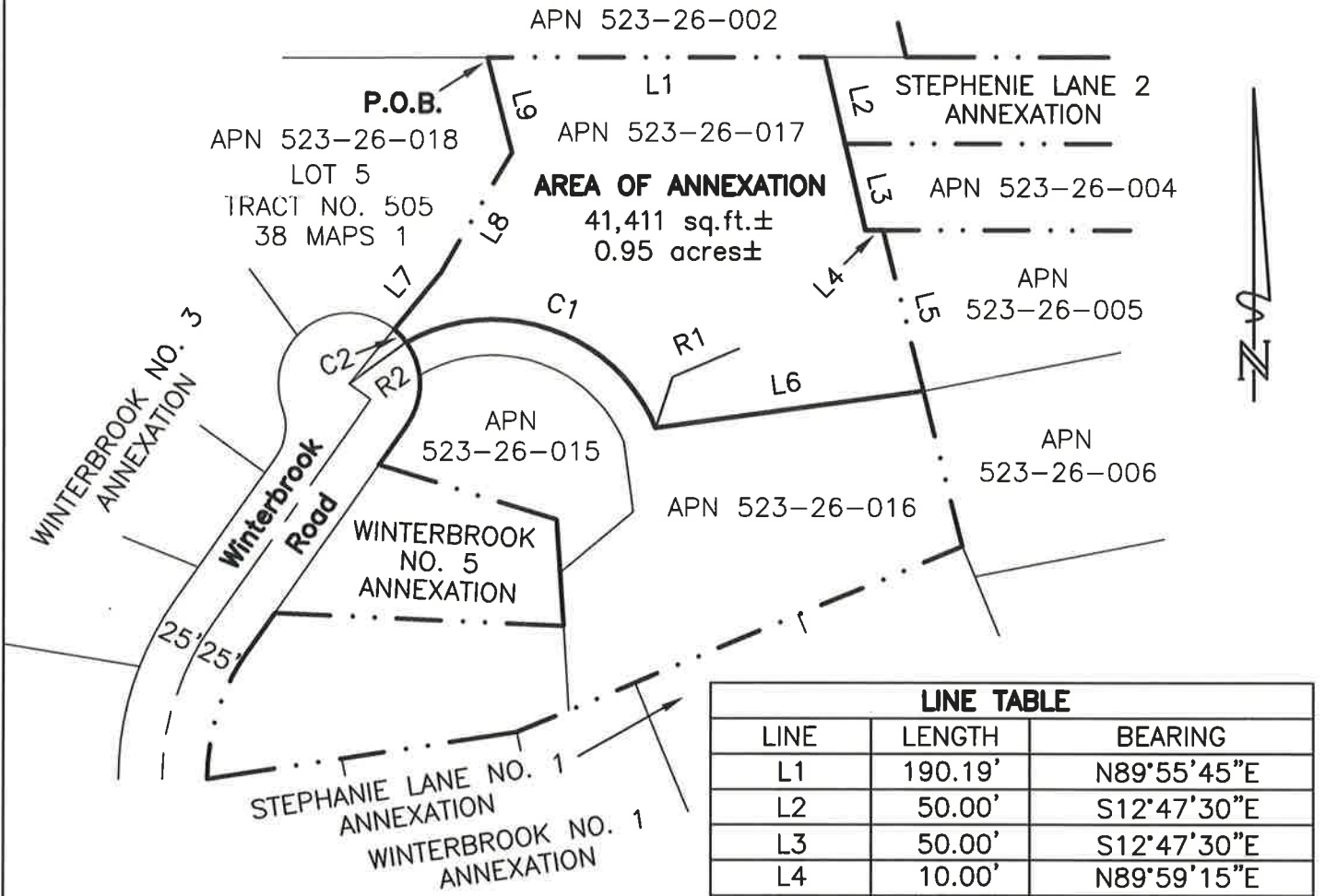
Page two of two

# EXHIBIT B

## ANNEXATION TO THE TOWN OF LOS GATOS – WINTERBROOK NO. 7

JULY, 2021

SCALE: 1" = 100'



### LEGEND

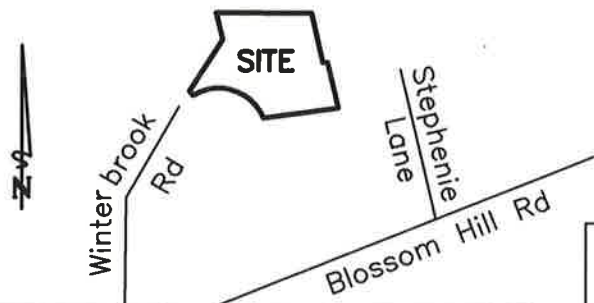
- EXISTING LOT LINE
- - - EXISTING CENTERLINE
- · · EXISTING TOWN BOUNDARY
- PROPOSED TOWN BOUNDARY

**P.O.B.** POINT OF BEGINNING

LINE TABLE		
LINE	LENGTH	BEARING
L1	190.19'	N89°55'45"E
L2	50.00'	S12°47'30"E
L3	50.00'	S12°47'30"E
L4	10.00'	N89°59'15"E
L5	93.33'	S14°06'00"E
L6	152.07'	S82°10'00"W
L7	42.01'	N39°32'30"E
L8	78.07'	N30°56'20"E
L9	55.41'	N14°15'10"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	167.87'	100.00'	96°10'48"	148.84'
C2	10.00'	40.00'	14°19'25"	9.97'

RADIAL BEARING TABLE	
LINE	BEARING
R1	S66°59'12"W
R2	S53°51'55"W



**VICINITY MAP**  
NO SCALE

JN 19019

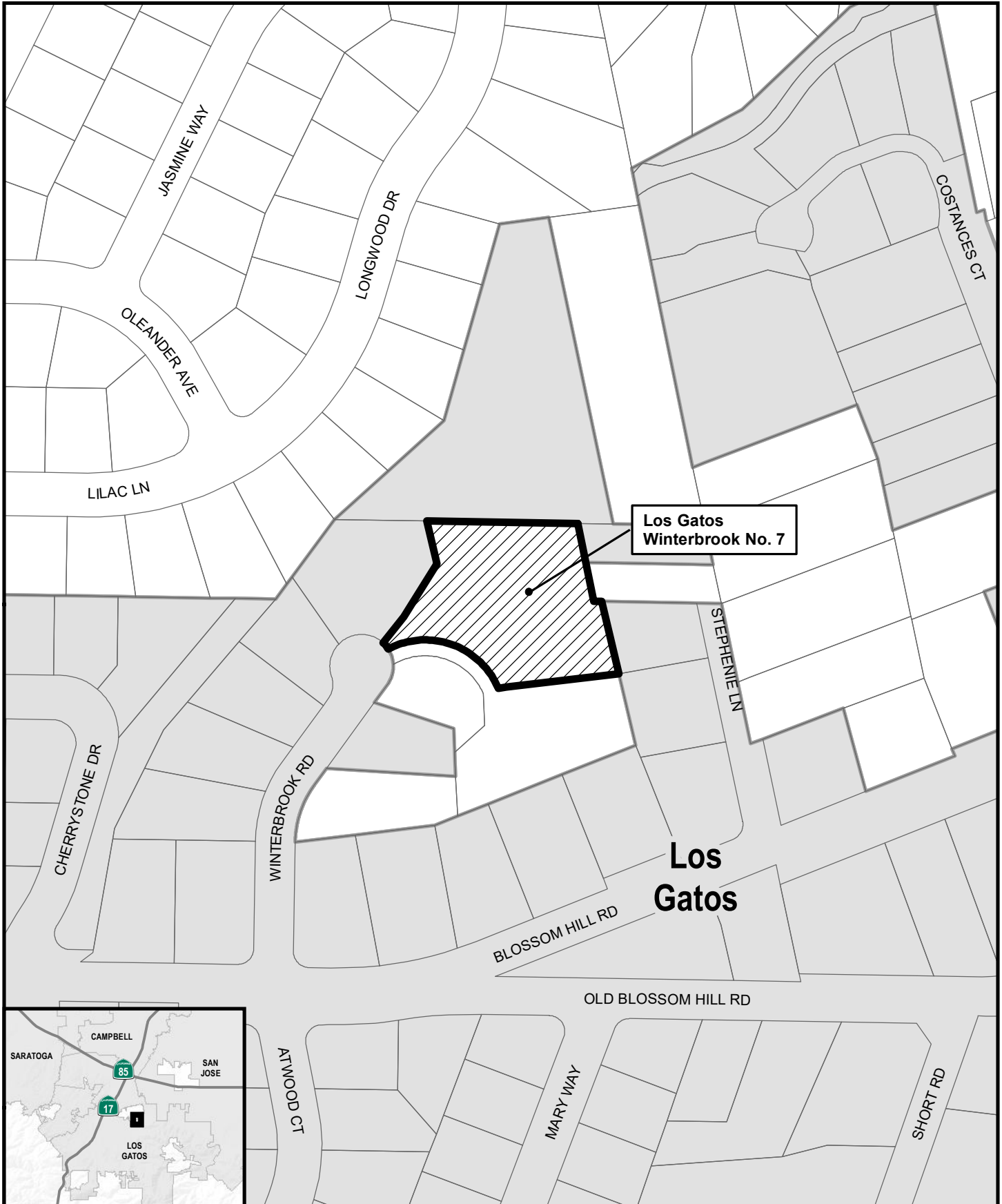


**HANNA-BRUNETTI**  
EST. 1910

**CIVIL ENGINEERS • LAND SURVEYORS  
CONSTRUCTION MANAGERS**  
7651 EIGLEBERRY ST. | GILROY, CA 95020  
408.842.2173

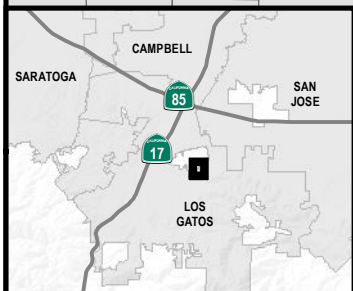


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Los Gatos  
Winterbrook No. 7




Los  
Gatos

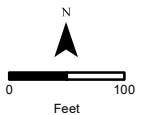


**County of Santa Clara**  
 Department of Planning and Development  
 County Government Center, East Wing  
 70 West Hedding St., 7th Floor  
 San Jose, California 95110

**EXHIBIT A**  
**Los Gatos - Winterbrook No. 7**  
**0.95 acres +/-**

Prepared for the Office of the County Surveyor  
 August 05, 2021  
 August Hanks, County Surveyor

-  Area of Annexation
-  City Limits
-  Unincorporated Lands



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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 8

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**DATE:** November 10, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Adoption of an Ordinance of the Town of Los Gatos Amending Chapter 11 Regarding Garbage, Refuse, and Weeds to Include Organic Waste Disposal Reduction and Amending Sections Conflicting with Ordinance Definitions and Requirements.

**RECOMMENDATION:**

Adopt an Ordinance (Attachment 1) that was introduced at the Town Council meeting of November 2, 2021 amending Chapter 11 regarding Garbage, Refuse, and Weeds to include Organic Waste Disposal Reduction and amending sections conflicting with Ordinance definitions and requirements.

**BACKGROUND:**

At its November 2, 2021 meeting, the Town Council voted 5-0 to approve amending the Los Gatos Town Code Chapter 11, regarding Garbage, Refuse, and Weeds to include Organic Waste Disposal Reduction and amending sections conflicting with Ordinance definitions and requirements.

**CONCLUSION:**

Staff recommends that the Town Council adopt an Ordinance amending Chapter 11 regarding Garbage, Refuse, and Weeds to include Organic Waste Disposal Reduction and amending sections that conflict with Ordinance definitions and requirements.

**PREPARED BY:** Marina Chislett  
Environmental Program Specialist

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

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PAGE 2 OF 2

SUBJECT: Adoption of an Ordinance of the Town of Los Gatos Amending Chapter 11 Regarding Garbage, Refuse, and Weeds to Include Organic Waste Disposal Reduction and Amending Sections Conflicting with Ordinance Definitions and Requirements

DATE: November 10, 2021

COORDINATION:

This report was coordinated with the West Valley Solid Waste Management Authority (WVSWMA).

FISCAL IMPACT:

The overall implementation of SB 1383 will include increased costs for the waste hauler and administrative services as well as increased Town staff time. These costs will be recovered through increased solid waste collection rates. Rates in the current fiscal year increased to \$40.11 from \$35.16 for the most common, 35-gallon residential cart rate, largely due to SB 1383 impacts. This is a 14% rate increase as opposed to the typical annual increase range of 4% - 8%. Organic waste procurement requirement costs are still to be determined as staffs continues to explore options for compliance.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Organic Waste Disposal Reduction Ordinance with Exhibit A - Amendment to Chapter 11 – Garbage, Refuse and Weeds

**DRAFT  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS TO AMEND  
CHAPTER 11 RELATING TO REFUSE, AND WEEDS TO INCLUDE ORGANIC WASTE  
DISPOSAL REDUCTON AND AMENDING SECTIONS CONFLICTING WITH ORDINANCE  
DEFINITIONS AND REQUIREMENTS.**

**WHEREAS**, in September 2016, Governor Jerry Brown signed into law Senate Bill 1383 (SB 1383), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP); and

**WHEREAS**, SB 1383 established targets to achieve 50 percent reduction in the level of statewide disposal of organic waste from 2014 levels by 2020 and a 75 percent reduction by 2025; and

**WHEREAS**, an additional food recovery target was established of no less than 20 percent of current disposed of edible food is to be recovered for human consumption by 2025; and

**WHEREAS**, SB 1383 grants California Department of Resources and Recovery (CalRecycle) regulatory authority required to achieve the organic waste disposal reduction targets; and

**WHEREAS**, the law focuses on residential and commercial trash generators, with both performance targets and penalties levied against the jurisdiction for non-compliance; and

**WHEREAS**, CalRecycle has implemented initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including Organic Waste; and

**WHEREAS**, existing language within Chapter 11 of the Town Code requires updating to correspond with current best practices.

**NOW, THEREFORE, THE PEOPLE OF THE TOWN OF LOS GATOS AND THE TOWN COUNCIL  
DO HEREBY ORDAIN AS FOLLOWS:**

Chapter 11 of the Town Code shall be modified to reflect the changes identified in attachment 1; and

The following code sections shall be added to Chapter 11 of the Town Code:

ATTACHMENT 1

## SECTION I

The Council finds and declares that statewide targets have been established to reduce Short-Lived Climate Pollutants (SLCP). The Council further finds that there will be performance targets focused on residential and commercial trash generators, and penalties will be levied against the jurisdiction for non-compliance. The Council further finds that California Department of Resources & Recovery (CalRecycle) has been granted the regulatory authority to achieve the organic waste disposal reduction targets. Accordingly, the Council finds that an Organic Waste Disposal Reduction ordinance is warranted to comply with SB 1383 requirements.

## SECTION II

Chapter 11 of the Los Gatos Town Code is hereby amended to add Article V related to Organic Waste Disposal Reduction. Article V of Chapter 11 is as follows:

### ARTICLE V. – ORGANIC WASTE DISPOSAL REDUCTION

#### Sec. 11.50.010. – Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“CalRecycle” means the California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on cities, counties, special districts, and other regulated entities.

“Commercial business” or “commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family residential dwelling with five or more units, or as otherwise defined in 14 CCR Section 18982(a)(6); with the exception that multi-family is excluded from this definition. A multi-family residential dwelling that consists of fewer than five (5) units is not a commercial business for purposes of implementing this chapter.

“Commercial edible food generator” includes a Tier one or a tier two commercial edible food generator as defined in of this chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a)(7).

“Community composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compliance review” means a review of records by the Town to determine compliance with this article.

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this chapter, that “compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

“Compostable plastic” or “compostable plastic means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Container contamination” or “contaminated container” means a container, regardless of color, that contains prohibited container contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“County” means the County of Santa Clara, California.

“County agency enforcement official” means an authorized designee of the County of Santa Clara in the Public Health Department or other departments who is/are partially or whole responsible for enforcing the chapter.

“Customer” means the person who receives the exclusive hauler’s services and to whom the exclusive hauler submits its billing invoice to and collects payment from for collection services provided to a premises. The customer may be either the occupant, owner, or property manager of the premises, as allowed under the Town code.

“C&D” means construction and demolition debris.

“Designee” means an entity that the Town contracts with or otherwise arranges to carry out any of the Town’s responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Disposal” or “dispose” (or any variation thereof) means the final disposition of solid waste, or processing residue at a disposal facility.



“Edible food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “edible food” is not solid waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement action” means an action of the Town or regional agency to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Enforcement entity” means an appointed designee for the enforcement of this chapter. A designee may be the Town enforcement official, regional agency’s enforcement official, county enforcement official, or other designee.

“Exclusive hauler” means the collection contractor that has been granted the exclusive rights to collect recyclable materials, organic materials, solid waste, and C&D in the Town through the agreement entered into by the collection contractor and the regional agency.

“Food distributor” means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities. “Food recovery organization” includes, but is not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A food recovery organization is not a commercial edible food generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7). If the definition in 14 CCR Section 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall

apply to this chapter.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator.

“Food scraps” means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is contaminated with food scraps and compostables; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) vegetable trimmings, houseplant trimmings and other compostable organic waste common to the occupancy of Residential dwellings. Food scraps are a subset of organic waste. Food scraps excludes fats, oils, and grease when such materials are source separated from other food scraps.

“Food service provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-soiled paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food waste” includes food scraps and food-soiled paper, and includes compostable plastics, unless Town, its designee, regional agency, or exclusive hauler excludes compostable plastics in the organic materials containers.

“Generator” means any person whose act first causes discarded materials to become subject to regulation under this chapter of the Town code or under federal, State, or local laws or regulations.

"Green waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than three (3) inches in diameter), garden and tree fruits and vegetables, and similar materials generated and Source Separated from other materials at the Premises.

“Grocery store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler route” means the designated itinerary or sequence of stops for each segment of the Town’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“Health Facility” has the same meaning as in Section 1250 of the Health and Safety Code.

“High diversion organic waste processing facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the “mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Hotel” has the same meaning as in Section 17210 of the Business and Professions Code.

“Inspection” means a site visit where a Town, its designee, or regional agency reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Large event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

“Large venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

“Local education agency” means a school district, charter school, or county office of education that is not subject to the control of Town or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

“Multi-family residential dwelling” or “multi-family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses. Residential premises with fewer than five (5) dwelling units shall be considered single-family.

“MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division

2, Chapter 2.7.

“Non-compostable paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-local entity” means an entity that is an organic waste generator but is not subject to the control of a jurisdiction’s regulations related to solid waste. These entities may include, but are not limited to, special districts, federal facilities, prisons, facilities operated by the state parks system, public universities, including community colleges, county fairgrounds, and state agencies.

“Notice of violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic materials” means green waste, food waste, lumber, and wood waste.

“Organic materials container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of source separated organic materials.

“Organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, green waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Organic waste generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Paper products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and writing papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Process” or “processing” (or any variation thereof) means the controlled separation, recovery, volume reduction, conversion, or recycling of source separated recyclable materials or source separated organic materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

“Prohibited container contaminants” means the following: (i) discarded materials placed in the recyclable materials container that are not identified as acceptable source separated recyclable materials for the Town’s recyclable materials container; (ii) discarded materials placed in the organic materials container that are not identified as acceptable source separated organic materials for the Town’s organic materials container; (iii) discarded materials placed in the solid waste container that are acceptable source separated recyclable materials and/or source separated organic materials to be placed in Town’s organic materials container and/or recyclable materials container; and, (iv) excluded waste placed in any container.

“Recovered organic waste products” means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

“Recyclable materials” means materials authorized by exclusive hauler.

“Recyclable materials container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of source separated recyclable materials.

“Recycled-content paper” means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

“Regional agency” means the West Valley Solid Waste Management Authority.

“Regional agency enforcement official” means a designated enforcement official from the regional agency or other regional or county agency, designated by the Town with responsibility for enforcing the chapter in conjunction or consultation with Town enforcement official.

“Remote monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of recyclable materials containers, organic materials containers, and solid waste materials containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of prohibited container contaminants.

“Renewable gas” means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

“Route review” means a visual inspection of containers along a hauler route for the purpose of

determining container contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 regulations” or “SB 1383 regulatory” means or refers to, for the purposes of this chapter, the short-lived climate pollutants: organic waste reduction regulations developed by CalRecycle that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-hauler” means a person, who hauls solid waste, organic waste or recyclable material they have generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting organic waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). Self-hauler also includes a landscaper.

“Share table” has the same meaning as in Section 114079 of the Health and Safety Code.

“Single-family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid waste materials container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of solid waste.

“Source separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the chapter, source separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that source separated materials are separated from solid waste for the purposes of collection and processing.

“Source separated organic materials” means source separated organic materials that can be placed in an organic materials container that is specifically intended for the separate collection of organic waste.

“Source separated recyclable materials” means source separated recyclables materials that can be placed in a recyclable materials containers that is specifically intended for the separate collection of recyclable materials. Source separated recyclable materials.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier one commercial edible food” means a commercial edible food generator that is one of the following, as defined in this chapter:

- (1) Supermarket.
- (2) Grocery store with a total facility size equal to or greater than 10,000 sq. ft..
- (3) Food service provider.
- (4) Food distributor.
- (5) Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of tier one commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

“Tier two commercial edible food generator” means the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site food facility and 200 or more rooms.
- (3) Health facility with an on-site food facility and 100 or more beds.
- (4) Large venue.
- (5) Large event.
- (6) State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A local education agency facility with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of tier two commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply

to this chapter.

“Town” means the Town of Los Gatos, California, a political subdivision of the State of California, and its duly authorized representatives.

“Town Enforcement Official” means the Town manager, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

“West Valley Clean Water Authority” means the stormwater pollution prevention authority for the cities of Campbell, Monte Sereno, Saratoga, and the Town of Los Gatos.

“Wholesale food vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other

**Sec. 11.50.015. - Single-family requirements.**

(a) Owner, occupant, or property manager of single-family premises, except those that that meet the self-hauler requirements in this chapter shall subscribe to the regional agency’s discarded materials collection services for all recyclable materials, organic materials, and solid waste generated as described below in Section (b). Town, its designee, or regional agency shall have the right to review the number and size of a recyclable materials containers, organic materials containers, and solid waste containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of discarded materials and containment of materials; and, owner, occupant, or property manager of single-family premises shall adjust its service level for its collection services as requested by the Town, its designee, or regional agency. Owner, occupant, or property manager may additionally manage their discarded materials by preventing or reducing their discarded materials, by managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

(b) Generators shall participate in the regional agency’s discarded materials collection service(s) by placing designated materials in designated containers as described below, and shall not place prohibited container contaminants in collection containers.

(c) Generators shall place source separated organic materials, including food waste, in the organic materials container; source separated recyclable materials in the recyclable materials container; and solid waste in the solid waste container. Generators shall not place materials designated for the solid waste container into the recyclable materials container or organic materials container.

**Sec. 11.50.020. – Commercial and multi-family requirements.**

(a) Commercial businesses and multi-family residential dwellings shall comply with the following requirements:



- (1) Subscribe to regional agency's discarded materials collection services and comply with requirements of those services as described in this chapter, except commercial businesses and multi-family residential dwellings that meet the self-hauler requirements in this chapter. Town, its designee, or regional agency shall have the right to review the number and size of a commercial business's or multi-family residential dwellings' discarded materials containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of discarded materials and containment of materials; and, owner, occupant, or property manager of commercial businesses and multi-family residential dwellings shall adjust their service level for their collection services as requested by the Town, its designee, or regional agency.
- (2) Except commercial businesses and multi-family residential dwellings that meet the self-hauler requirements in this chapter, participate in the regional agency's discarded materials collection service(s) by placing designated materials in designated containers. Commercial and multi-family generators shall place source separated organic materials, including food waste, in the organic materials container; source separated recyclable materials in the recyclable materials container; and solid waste in the solid waste containers generator shall not place materials designated for the solid waste container into the organic materials container or recyclable materials container.
- (3) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Sections b(1)(i) and b(1)(ii) for employees, exclusive haulers, tenants, and customers, consistent with regional agency's discarded materials collection service or, if self-hauling, in a manner to support its compliance with its self-haul program, in accordance with this chapter.
- (4) Annually provide information to employees, exclusive haulers, tenants, and customers about organic waste recovery requirements and proper sorting of source separated materials.
- (5) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated materials and separate from solid waste and the location of containers and the rules governing their use at each property.
- (6) Provide or arrange access for Town, its designee, or regional agency to their properties during all Inspections conducted in accordance with this chapter to confirm compliance with the requirements of this chapter.
- (7) Accommodate and cooperate with Town's, its designee's, or regional agency's remote monitoring program for Inspection of the contents of containers for prohibited container contaminants, which may be implemented at a later date, to evaluate generator's compliance with this chapter. The remote monitoring program shall involve installation of remote monitoring equipment on or in the discarded materials containers.
- (8) At commercial business's or multi-family residential dwelling's option and subject to any approval required from the Town, its designee, or regional agency, implement a

remote monitoring program for inspection of the contents of its discarded materials containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify prohibited container contaminants. Generators may install remote monitoring devices on or in the discarded materials containers subject to written notification to or approval by the Town, its designee, or regional agency.

- (9) If a commercial business or multi-family residential dwelling wants to self-haul, meet the self-hauler requirements in this chapter.

(b) Commercial businesses shall also comply with the following requirements:

(1) Provide containers for the collection of source separated materials in all indoor and outdoor areas where containers for solid waste are provided for customers, for materials generated by that commercial business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the commercial business does not have to provide that particular container in all areas where solid waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the commercial business shall have either:

(i) A body or lid that conforms with the container colors provided through the collection service provided by regional agency, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(ii) Existing containers shall be clearly marked with educational signage indicating the appropriate discarded material types to be placed in each container in accordance with requirements of the regional agency's collection program. Commencing January 1, 2022, new containers shall have container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container pursuant 14 CCR Sections 18984.8 and 18984.9.

(2) To the extent practical through education, training, inspection, and/or other measures, shall prohibit employees from placing discarded materials in a container not designated for those materials per the regional agency's separated source and solid waste collection service or, if self-hauling, in a manner to support its compliance with its self-haul program, in accordance with this chapter.

(3) Periodically inspect separated source and solid waste containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(4) For commercial businesses that are tier one or tier two commercial edible food generators, comply with food recovery requirements in this chapter.

(c) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).

**Sec. 11.50.025. – Waivers for residential and commercial generators.**

(a) *De minimis waivers.* The Town or regional agency may waive a commercial business' or multi-family residential dwellings' obligation to comply with some or all of the source separated material requirements of this chapter if the commercial business or multi-family residential dwellings provides documentation that it generates below a certain amount of recyclable materials and organic materials as described below. Commercial Businesses or multi-family residential dwellings requesting a de minimis waiver shall:

(1) Submit an application to the Town, regional agency, or exclusive hauler specifying the services that they are requesting a waiver from and provide documentation as noted below.

(2) Provide documentation that either:

(A) The commercial business' or multi-family residential dwellings' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a recyclable materials container and/or organic materials container comprises less than 20 gallons per week per applicable container of the Commercial business's or multi-family residential dwellings' total waste; or,

(B) The commercial business' or multi-family residential dwellings' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a recyclable materials container and/or organic materials comprises less than 10 gallons per week per applicable container of the commercial business's or multi-family residential dwellings' total waste.

(3) Notify Town or regional agency if circumstances change such that commercial business's or multi-family residential dwelling's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if Town or regional agency has approved de minimis waiver.

(b) *Physical space waivers.* Town or regional agency may waive a commercial business's or multi-family residential dwelling's or property owner's obligations to comply with some or all of the Recyclable materials and/or organic waste collection service requirements if the Town has evidence from its own staff, the regional agency's exclusive hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the organic waste collection requirements of this article.

A commercial business or multi-family residential dwelling owner or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for recyclable materials containers and/or organic materials containers including documentation from its exclusive hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to Town or regional agency that it is still eligible for physical space waiver every five years, if Town has approved application for a physical space waiver.

(a) The Department of Public Works will review and approve of waivers by Town or regional agency.

**Sec. 11.50.030. – Commercial edible food generators requirements.**

(a) Tier one commercial edible food generators must comply with the requirements of this Section 7 commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024 pursuant to 14 CCR Section 18991.3.

(b) Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial edible food generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of edible food that would otherwise be disposed.
- (2) Contract with, or enter into a written agreement with food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
- (3) Shall not intentionally spoil edible food that is capable of being recovered by a food

recovery organization or a food recovery service.

(4) Allow the enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those food recovery services or food recovery organizations:

(i) The name, address and contact information of the food recovery service or food recovery organization.

(ii) The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

(d) Tier one commercial edible food generators shall submit food recovery reports, as defined below, to the enforcement entity according to the following schedule:

(1) On or before August 1, 2022, tier one commercial edible food generators shall submit a food recovery report for the period of January 1, 2022 through June 30, 2022.

(2) On or before May 1, 2023, and on or before May 1st each year thereafter, tier one commercial edible food generators shall submit a food recovery report for the period covering the entire previous calendar year.

(e) Tier two commercial edible food generators shall submit food recovery reports, as defined below, to the enforcement entity according to the following schedule:

(1) On or before May 1, 2025, and on or before May 1st each year thereafter, tier two commercial edible food generators shall submit a food recovery report for the period

covering the entire previous calendar year.

(f) Food recovery reports submitted by tier one and tier two commercial edible food generators shall include the following information:

- (1) The name and address of the commercial edible food generator;
- (2) The name of the person responsible for the commercial edible food generator's edible food recovery program;
- (3) A list of all contracted food recovery services or food recovery organizations that collect edible food from the commercial edible food generator;
- (4) The total number of pounds of edible food, per year, donated through a contracted food recovery organization or food recovery service.

(g) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**Sec. 11.50.035. – Requirements for food recovery organizations and services.**

(a) Food recovery services and food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
- (2) The quantity in pounds of edible food collected from each commercial edible food generator per month.
- (3) The quantity in pounds of edible food transported to each food recovery organization per month.
- (4) The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

(b) Food recovery organizations and food recovery services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written

communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

(c) Food recovery organizations and food recovery services that have their primary address physically located in the Town and contract with or have written agreements with one or more tier one or tier two commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall submit food recovery reports, as defined below, to the enforcement entity according to the following schedule:

(1) On or before August 1, 2022, food recovery organizations and food recovery services shall submit a food recovery report for the period of January 1, 2022 through June 30, 2022;

(2) On or before May 1, 2023, and on or before May 1st each year thereafter, food recovery organizations and food recovery services shall submit a food recovery report for the period covering the entire previous calendar year.

(d) Food recovery reports submitted by food recovery services or organizations shall include the following information:

(1) Total pounds of edible food recovered in the previous calendar year from tier one and tier two edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b).

(2) Total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with within Santa Clara County.

(e) In order to support edible food recovery capacity planning assessments or other studies conducted by the county, Town, its designee, or regional agency, food recovery services and food recovery organizations operating in the Town shall provide information and consultation to the Town or regional agency, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the Town and its commercial edible food generators. A food recovery service or food recovery organization contacted by the enforcement entity shall respond to such request for information within 60 days, unless another timeframe is otherwise specified by the Town or regional agency.

**Sec. 11.50.040. – Hauler and facility operator requirements.**

(a) Requirements for haulers:

(1) The exclusive hauler providing single-family, multi-family residential dwellings, and commercial recyclable materials, organic waste, C&D, and solid waste collection services

to generators within the Town's boundaries shall meet the following requirements and standards:

(A) Transport:

(i) source separated recyclable materials to a facility that recovers recyclable materials;

(ii) transport source separated organic materials to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; and

(iii) solid waste to a disposal facility; and all facilities shall be approved by the regional agency through the exclusive hauler's collection agreement with the regional agency.

(2) The exclusive hauler authorized to collect source separated materials and solid waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into by the exclusive hauler and the regional agency.

(b) Requirements for facility operators and community composting operations.

(1) Owners of facilities, operations, and activities that recover organic waste, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon Town or regional agency request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the Town or regional agency shall respond within 60 days.

**Sec. 11.50.045. – Self-hauler requirements.**

(a) Self-haulers shall source separate all materials in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul organic waste that is mixed with Solid Waste to a high diversion organic waste processing facility as specified in 14 CCR Section 18984.3.

(b) Self-haulers shall haul their source separated materials to facilities that recover those materials. Alternatively, self-haulers may haul organic waste that is mixed with solid waste to a high diversion organic waste processing facility.

(c) Self-haulers that are owners or property managers of commercial businesses and multi-family residential dwellings shall keep a record of the amount of recyclable materials and organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers recyclable materials and/or organic waste.; this record shall be subject to Inspection by the Town, its designee, or regional agency. The records shall include the following



information:

(1) Delivery receipts and weight tickets from the entity accepting the recyclable materials, organic waste, or solid waste.

(2) The amount of discarded material in cubic yards or tons transported by the generator to each entity.

(3) If the discarded material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the recyclable materials, organic waste, or solid waste.

(d) Self-haulers that are owners or property managers of commercial businesses and multi-family self-haulers shall provide information collected in 11.50.45(c) to Town, its designee, or regional agency, if requested.

(e) A single-family generator that self-hauls recyclable materials, organic waste, or solid waste is not required to record or report information in 11.50.45(c) and (d).

**Sec 11.50.050. – Model Water Efficient Landscaping Ordinance Requirements**

(a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Town, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo

(b) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires Cities to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

**Sec. 11.50.055. – Non-local entities and local education agency requirements.**

(a) Non-local entities and local education agencies shall comply with requirements 14 CCR Chapter 12, Article 5 to prevent and reduce the generation of organic waste.

(b) Local education agencies with on-site food facility shall comply with food recovery requirements of this chapter.

**Sec. 11.50.060. – Inspections and investigations by Town.**

(a) The enforcement entity is authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for discarded materials collected from generators, or source separated materials to confirm compliance with this chapter by single-family generators, commercial businesses, multi-family residential dwellings, property owners, commercial edible food generators, haulers, self-haulers, food recovery services, and food recovery organizations, and other entities regulated hereunder subject to applicable laws. This section does not allow the enforcement entity to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business and multi-family residential dwellings containers for compliance of this chapter, Town may conduct container inspections for prohibited container contaminants using remote monitoring, and commercial businesses and multi-family residential dwellings shall accommodate and cooperate, if applicable, with the remote monitoring pursuant to this chapter.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the enforcement entity's employee during such Inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of remote monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.

(c) Any records obtained during Inspections, remote monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) The enforcement entity shall receive written complaints from persons regarding an entity that may be potentially non-compliant with this chapter, including receipt of anonymous complaints.

**Sec. 11.50.065. – Enforcement.**

(a) Violation of any provision of this chapter shall constitute grounds for issuance of a notice of violation and assessment of a fine. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The responsible entity for enforcement may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The enforcement entity may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of entity's resources.

(b) Responsible entity for enforcement:

(1) Enforcement entity's pursuant to this chapter may be undertaken by the Town enforcement official, regional agency enforcement official, county agency enforcement official, exclusive hauler, or combination thereof, as defined in this chapter.

(A) The enforcement entity will interpret this chapter; determine the applicability of waivers, if violation(s) have occurred; implement enforcement actions; and, determine if compliance standards are met.

(B) The enforcement entity's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

(c) Process for enforcement:

(1) The enforcement entity will monitor compliance with the chapter randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring). This chapter establishes Town's right to conduct inspections and investigations.

(2) The enforcement entity may issue an official notification to notify regulated entities of its obligations under this chapter.

(3) For incidences of prohibited container contaminants found in containers, the enforcement entity will issue a notice of violation to any generator found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container. If the enforcement entity observes prohibited container contaminants in a generator's containers on more than three (3) consecutive occasion(s), the enforcement entity or exclusive hauler may assess contamination processing fees or contamination penalties on the generator.

(4) With the exception of violations of generator contamination of container contents addressed under 6.04.290(c)(3), the enforcement entity shall issue a notice of violation requiring compliance within 60 days of issuance of the notice.

(5) Absent compliance by the respondent within the deadline set forth in the notice of violation, the enforcement entity shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Town's municipal code, chapter 1.30 administrative citations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Town or if no such address is available, to the owner at the address of the dwelling or commercial property or to the party responsible for paying for the

collection services, depending upon available information.

(d) *Penalty amounts for types of violation.* The penalty levels follow Town municipal code, chapter 1.30.025 amount of penalties.

(e) *Factors considered in determining penalty amount.* The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(f) *Compliance deadline extension considerations.* The enforcement entity may extend the compliance deadlines set forth in a notice of violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the Town is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) *Appeals process.* Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is consistent with Town's procedures in the Town municipal code, chapter 1.30.

(h) *Education period for non-compliance.* Beginning January 1, 2022 and through December 31, 2023, the enforcement entity will conduct inspections, remote monitoring, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if the enforcement entity determines that organic waste generator,

self-hauler, hauler, tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022 and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) *Civil penalties for non-compliance.* Beginning January 1, 2024, if the enforcement entity determines that an organic waste generator, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this chapter, as needed.

**11.50.070. – Effective date.**

This chapter shall be effective commencing on January 1, 2022.

**SECTION III**

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be unconstitutional or otherwise invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have adopted the remainder of this ordinance, including each section, subsection, sentence, clause, phrase, or portion irrespective of the invalidity of any other article, section, subsection, sentence, clause, phrase, or portion.

**SECTION IV**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 2nd day of November 2021 and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the 16th day of 2021. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

Attachment.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

## AMENDMENT TO CHAPTER 11 – GARBAGE, REFUSE AND WEEDS

### Chapter 11 –DISCARDED MATERIALS, EXCLUDED WASTEAND WEEDS<sup>[1]</sup>

Footnotes:

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*Cross reference— Animals and fowl, Ch. 4; buildings and building regulations, Ch. 6; fire protection, Ch. 9; food and food establishments, Ch. 10; health and sanitation, Ch. 13; licenses and miscellaneous business regulations, Ch. 14; nuisances, Ch. 17; planning, Ch. 20; sewers and sewage disposal, Ch. 22; streets and sidewalks, Ch. 23; removal of discarded waste upon completion of construction of sidewalks, driveways, curbs and gutters, § 23.40.035; subdivision regulations, Ch. 24; utilities, Ch. 27; zoning regulations, Ch. 29.*

### ARTICLE I. - IN GENERAL

#### Sec. 11.10.010. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this chapter:

“Dead animals” means those animals that die naturally, from disease, or are accidentally killed, but shall not mean condemned animals or parts of animals from slaughterhouses or similar places.

“Discarded materials” means recyclable materials, organic materials, and solid waste discarded by a generator for the purpose of collection and/or Self-Hauling, excluding excluded waste.

“Excluded waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Town and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Town’s, its designee’s, or regional agency’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the Town, its designee, or regional agency’s to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded waste does not include used motor oil and filters, and household batteries when such materials are defined as allowable materials for collection through the Town’s collection programs and the generator or customer has properly placed the

materials for collection pursuant to instructions provided by Town, regional agency, or exclusive hauler for collection services.

(Ord. No. 1812, § I(14-30), 2-20-90)

**Cross reference**— Definitions and rules of construction generally, § 1.10.015.

**Sec. 11.10.015. - Determinations.**

Pursuant to Government Code section 66757, the Town hereby makes the following determinations:

- (1) The following aspects of solid waste handling are of local concern: frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services.(2)The public health, safety and well-being require that solid waste handling services be provided by a wholly exclusive franchise. The terms of franchise shall be set forth in a franchise agreement approved by resolution of the Town Council.
- (2) The public health, safety and well-being require that solid waste handling services be provided by a wholly exclusive franchise. The terms of franchise shall be set forth in a franchise agreement approved by resolution of the Town Council.

(Code 1968, § 14-2)

**Sec. 11.10.020. - Collection and disposal of discarded materials by private persons.**

- (a) No person, except as provided in section 11.10.015, shall collect or gather or cause to be collected or gathered, discarded materials within the Town, or carry, convey or transport, or cause to be carried, conveyed or transported, discarded materials through any of the streets, alleys or public places of the Town.
- (b) This section shall not apply to the following:
  - (1) Persons carrying, conveying or transporting discarded materials owned by them to an authorized disposal site.
  - (2) Persons collecting or gathering, or carrying, conveying or transporting, discarded materials to be salvaged.
  - (3) Persons collecting or gathering, or carrying, conveying or transporting, discarded materials to an authorized disposal site upon an irregular or occasional basis.
  - (4) Gardeners or tree surgeons collecting or gathering, or carrying, conveying or transporting, tree branches, yard trimmings, grass clippings, weeds and leaves from premises where such gardeners or tree surgeons have performed services resulting in such discarded materials, to an authorized disposal site.

(Code 1968, § 14-3)



**Sec. 11.10.025. - Disposal by Town, compliance with solid waste management plan required.**

- (a) Except as otherwise expressly provided in this chapter, it shall be unlawful for any person to dispose of discarded materials, except through the service provided by the Town, its agents, servants, or employees, or by persons who shall contract with the Town to gather and collect and to dispose of such discarded materials.
- (b) Any person who collects and disposes of discarded materials in the Town shall do so in compliance with the solid waste management plan approved by resolution of the Town Council.

(Code 1968, § 14-4)

**Sec. 11.10.030. - Contracting for collection services by Town; authority to levy charge for collection services.**

The Town may agree to pay and may pay to its agents, servants or employees, or to other persons who shall contract to gather and collect and dispose of discarded materials such compensation as may be determined by the Town Council. The Town may authorize and permit its agent, servants or employees or such other persons to charge and collect for such service from the owners of such discarded materials, such sum as may be determined by the Town Council, and it shall be unlawful for any greater charge to be made for such service.

(Code 1968, § 14-5)

**Sec. 11.10.035. - Discarded Materials receptacles—Required.**

No person shall deposit, keep or accumulate, or cause to be deposited, kept or accumulated, any discarded materials in or about any lot or parcel of land, or any public or private drive, alley or street, or any house, store, restaurant or other place in the Town, unless the same is enclosed in a receptacle of the type described in this article.

(Code 1968, § 14-6)

(Code 1968, § 14-7)

**Sec. 11.10.045. - Accumulations of combustible materials prohibited in certain areas; exception.**

No person shall keep any combustible materials in any office, commercial, industrial or large multiple housing area (eight (8) units or more) of the Town for a period longer than twenty-four (24) hours, without placing such materials in a metal container satisfactory to the Fire Chief.

(Code 1968, § 14-9)

**Sec. 11.10.050. - Burying, burning prohibited.**

No person shall bury in or burn upon any lot, piece or parcel of land, or in or upon any street, way or alley within the Town any materials. No person shall burn upon any lot, piece or parcel of land within the Town any materials.

(Code 1968, § 14-10)

**Sec. 11.10.055. - Dumping of discarded materials restricted to authorized disposal site.**

No person shall dump any discarded materials upon any lot, piece or parcel of land not owned by such person or upon any public street, way, alley or place within the Town.

(Code 1968, § 14-11)

**Sec. 11.10.060. - Leaving of dead animals, etc., on streets, public places, private lands, etc.**

No person shall put the carcass of any dead animal or the offal from any dead animal, whether slaughtered or not, or the offal from any slaughterhouse, pen, corral or butchershop in any creek, pond, street, alley, highway or public grounds; or shall leave the same to decompose or decay upon the person's private land upon the surface of the ground; or shall allow any animal owned by the person which shall have died from any cause to remain upon any street, alley or highway, or upon any public or private grounds, to decay and create an offensive smell; or shall attempt to destroy such animal or offal by fire within the Town.

(Code 1968, § 14-12)

**ARTICLE III. - RECYCLABLE MATERIALS**

**Sec. 11.30.010. - Definition.**

Recyclable materials means materials authorized by exclusive hauler.  
(Ord. No. 1812, § I(14-30), 2-20-90)



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 9

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DATE: November 16, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute an Agreement for Software Support with Sun Ridge Systems, Inc.

**RECOMMENDATION:**

Authorize the Town Manager to execute an agreement for software support with Sun Ridge Systems, Inc.

**BACKGROUND:**

On August 6, 2019, the Town Council authorized the Town Manager to execute an Agreement with Sun Ridge Systems, Inc. for a Computer Aided Dispatch and Records Management System. Computer Aided Dispatch (CAD) and Records Management Systems (RMS) are considered critical infrastructure to any law enforcement agency. This CAD/RMS structure serves as the core systems by which staff documents calls for service and self-initiated activity; write police reports; process and prepare police reports for prosecution; maintain warrants; manage investigations; track chain of custody for evidence; and manage resources during emergency and non-emergency responses.

**DISCUSSION:**

The Town entered into an agreement with Sun Ridge Systems, Inc. following a successful request for proposal process. This prior agreement was approved by Council on August 6, 2019. Based upon continued satisfaction of the services received from Sun Ridge Systems, Inc., staff is recommending a continuance of an additional five years of Software Support Services, as defined in the attached agreement.

**PREPARED BY:** Jamie Field and Heather St. John  
Captain Support Services Bureau and Senior Administrative Analyst

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

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute an Agreement for Software Support  
with Sun Ridge Systems, Inc.

DATE: November 16, 2021

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute an agreement with Sun Ridge Systems, Inc. for Software Support Services from September 2, 2021 through September 1, 2026.

FISCAL IMPACT:

The cost of \$46,635 for FY 2021/22 is already included in the Adopted Budget. The cost of future fiscal years will be proposed during budget development cycles, using the estimated costs outlined in the attached agreement proposal, for a total amount not to exceed \$254,780.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Sun Ridge Systems Software Support Services Agreement

# Sun Ridge Systems Software Support Services Agreement

This is a description of the software support, maintenance, and enhancement services to be provided by Sun Ridge Systems, Inc. ("SRS") to the City of Los Gatos ("Licensee") as part of a Software Support Services Agreement ("Agreement"). This Agreement covers all RIMS public safety software (Software) licensed by the Licensee and is effective on September 2, 2021.

Under this agreement SRS agrees to provide the following services and products to Licensee:

1. **Coverage Hours.** SRS will provide a toll-free phone number for Licensee to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, except for common federal holidays ("Holidays"). However, for instances with the Licensee's system is completely inoperable due to an SRS software problem ("Critical Problems") preventing basic system operation, service will be available 24 hours, 7 days a week, Holidays included.
2. **SRS Response to reported problems.** SRS agrees to provide service and assistance as expeditiously as possible as follows:
  - a. Most problems will be resolved with the initial phone call.
  - b. For problems that cannot be immediately resolved, SRS will work to resolve the problem based on the severity of the problem *and* the urgency reported by Licensee.
    - For Critical Problems, SRS personnel will work with Licensee until the situation is resolved.
    - For problems that are not Critical Problems that have a lesser though continuing impact on operations of Licensee ("non-critical problems"), SRS will endeavor to provide a solution or work around within 72 hours of the problem being reported to SRS by the Licensee.
    - For problems that are not Critical Problems and are not non-critical problems ("Minor Problems") SRS may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **Licensee equipment and software responsibilities.** Licensee agrees to allow SRS to remotely connect to Licensee's system when a problem is reported. SRS uses BeyondTrust Remote Access Software for this purpose. BeyondTrust software provides superior security and does so over an ordinary internet connection via an SRS server that hosts a BeyondTrust security hardware appliance.

With Licensee's permission, SRS will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary.

4. **Provision of software updates.** SRS will provide, at no additional cost, all new enhanced and updated versions of software licensed to Licensee. This software will be provided with detailed installation instructions for installation by Licensee. If desired, Licensee may retain SRS to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the SRS ftp web site. SRS will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Cost.** The cost of the services and software to be provided under this Agreement are as follows:

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26
RIMS Annual Support and Updates – Computer Aided Dispatch	\$11,375	\$11,830	\$12,303	\$12,795	\$13,307
RIMS Annual Support and Updates – Records Management	\$11,375	\$11,830	\$12,303	\$12,795	\$13,307
RIMS Annual Support and Updates – Mobile Software	\$5,600	\$5,824	\$6,057	\$6,299	\$6,551
RIMS Annual Support and Updates – E-911	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691
RIMS Annual Support and Updates – State Link (CLETS)	\$1,445	\$1,503	\$1,563	\$1,626	\$1,691
RIMS Annual Support and Updates – In-Station (CAD) Mapping	\$3,756	\$3,906	\$4,062	\$4,224	\$4,393
RIMS Annual Support and Updates – Mobile Mapping	\$1,796	\$1,868	\$1,943	\$2,021	\$2,102
RIMS Annual Support and Updates – Property Room	\$1,860	\$1,934	\$2,011	\$2,091	\$2,175
RIMS Annual Support and Updates – Citizen RIMS	\$1,686	\$1,753	\$1,823	\$1,896	\$1,972
RIMS Annual Support and Updates – iRIMS Law	\$2,062	\$2,144	\$2,230	\$2,319	\$2,412
RIMS Annual Support and Updates – Training Management (TIMS)	\$760	\$790	\$822	\$855	\$889
RIMS Annual Support and Updates – Text/Paging	\$670	\$697	\$725	\$754	\$784
RIMS Annual Support and Updates – AutoCite Link	\$378	\$393	\$409	\$425	\$442
RIMS Annual Support and Updates – CopLogic Link	\$460	\$478	\$497	\$517	\$538
RIMS Annual Support and Updates – CopLink Link	\$750	\$780	\$811	\$843	\$877
RIMS Annual Support and Updates – Evidence.com / Axon Link	\$550	\$572	\$595	\$619	\$644
RIMS Annual Support and Updates – LaserFiche Link	\$415	\$432	\$449	\$467	\$486
RIMS Annual Support and Updates – CHP 555 Export to SWITRS	**\$252	\$780	\$811	\$843	\$877
<b>TOTAL</b>	<b>\$46,635</b>	<b>\$49,017</b>	<b>\$50,977</b>	<b>\$53,015</b>	<b>\$55,136</b>

\* This support quote above is only for the listed modules only, if additional software or interfaces are added or modified it may impact the support amount quoted.

6. **Late Payment.** In addition to any other amounts for which Licensee is liable under this Agreement, Licensee agrees to pay to SRS a late charge equal to one percent (1%) of the amount due if Licensee fails to pay SRS any amount that is due and owing pursuant to this Agreement within sixty (60) days after Licensee's receipt of an invoice from SRS or (60) days after the expiration of the previous Agreement, whichever comes later. In addition, any invoiced amounts that are due and owing under this Agreement that Licensee fails to pay to SRS within ninety (90) days after Licensee's receipt of an invoice from SRS shall thereafter bear interest at the rate of twelve percent (12%) per annum or the highest interest rate allowed by applicable law, whichever is less.
7. **Term.** The term of this Agreement shall be one year from the date stated in the initial paragraph and shall be automatically annually renewed for another year upon payment of the invoice. Payment for the year is due in advance the day the services begin. Non-payment of the support invoice within 60 days as described in Section 6 shall be cause for terminating or suspending the Agreement at the discretion of SRS. Any requested changes to the Agreement for a new term must be received by the end of the previous term. This includes any changes to the list of products covered.
8. **Termination.** Licensee may terminate this Agreement with or without cause upon ninety (90) days written notice to SRS. If terminated, Licensee is entitled to a prorated refund for the service days not consumed beginning on the last day of the month the written notice is received by SRS to the end of the remaining term of the Agreement.
9. **Limitations.** SRS agrees to provide support only for public safety application software provided by SRS. Other software used by Licensee (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although SRS may assist Licensee in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

Licensee may request that SRS provide support services outside the limitations of this Support Services Agreement. If SRS agrees to provide any requested additional support services, which SRS may do or decline to do in its sole discretion, such support services will be provided at SRS's then-current hourly labor rate and on such other terms and conditions as SRS may require.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners, and other computer peripheral devices with the exception that SRS will assist Licensee in determining whether a problem is RIMS application software in nature.

Additionally, this Agreement does not include updates or reloading of the street file or regeneration of maps from updated data sources which may become available to the Licensee. If desired, Licensee may retain SRS to perform updates of these files at additional cost to be determined on a per case basis.

All terms, conditions, and limitations set forth in the *Sun Ridge Systems Software License Agreement* are incorporated herein by this reference and shall be fully applicable to the products and services provided under this Agreement.

For: Sun Ridge Systems, Inc.

For: Los Gatos Police Department

Name: Tamera Melrose

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



Title: Client Services Manager

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

Date: October 20, 2021

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





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 10

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DATE: November 16, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Accepting Funds from the California Supplemental Law Enforcement Service Fund (SLESF)

**RECOMMENDATION:**

Adopt a resolution accepting funds from the California Supplemental Law Enforcement Service Fund (SLESF).

**BACKGROUND:**

In 1996, California legislation (Assembly Bill 3229) created the Citizens Options for Public Safety (COPS) program allocating \$100,000,000 to local governments yearly for front-line law enforcement. These funds are to be distributed through an established local Supplemental Law Enforcement Services Fund (SLESF). State General Fund distribution to local law enforcement agencies are specifically intended for "front-line municipal police services." COPS funds must be spent on personnel, equipment, or supplies and are not approved for public safety capital improvement or construction projects.

Other COPS funds requirements and restrictions include:

- COPS funds shall be used to supplement, not supplant existing funding for law enforcement services
- COPS funds shall be deposited into a separate fund, not intermingled with other monies
- The Town Council shall approve the appropriation of COPS funds pursuant to a recommendation by the Chief of Police
- Each county shall establish a Supplemental Law Enforcement Services Fund for deposit of State COPS funds and distribution to municipalities

**PREPARED BY:** Jamie Field and Heather St. John  
Captain Support Services Bureau and Senior Administrative Analyst

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

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PAGE 2 OF 3

SUBJECT: Adopt a Resolution Accepting Funds from the California Supplemental Law Enforcement Service Fund (SLESF)

DATE: November 16, 2021

BACKGROUND (continued):

Pursuant to AB 3229, the City of Monte Sereno also receives a share of the state SLESF funds (\$100,000). The City of Monte Sereno is required by contractual agreement for law enforcement services to transfer those funds to the Town of Los Gatos within 30 days of receipt of the monies from the State of California. The contract stipulates that the Los Gatos-Monte Sereno Police Department will provide an additional 416 hours of traffic enforcement within the city limits of Monte Sereno in exchange for its portion of SLESF funds.

DISCUSSION:

In FY 2020/21 the Police Department proposed utilizing the Los Gatos portion (\$100,000) of SLESF funds to identify and implement equipment and technology which assists Patrol Officers in property crime prevention. In FY 2020/21 the Monte Sereno share of the SLESF monies (\$100,000) was used per the contractual obligation to fund 416 hours of traffic enforcement within the city limits of Monte Sereno.

This report recommends the use of SLESF funds continue in the spirit of the COPS program. The Police Department proposes utilizing the Los Gatos portion (\$100,000) of SLESF funds in Fiscal Year 2021/22 for frontline Police operations and services, which includes but is not limited to data management and storage of secure digital evidence; and (\$100,000) of SLESF funds be directed toward the contractually required traffic enforcement within the city limits of Monte Sereno. For Los Gatos, the use SLESF created budget savings in the adopted FY 2021/22 Operating Budget.

CONCLUSION:

Staff recommends approval of a resolution (Attachment 1) to use of SLESF funds as follows:

- \$100,000 of SLESF funds will be directed to frontline police operations and services
- \$100,000 of SLESF funds will be directed toward the contractually required traffic enforcement within the city limits of Monte Sereno

FISCAL IMPACT:

If Council approves the proposed recommendation, the Town will continue to receive a combined total of \$200,000 in SLESF funding. Per contract stipulation with the City of Monte Sereno, \$100,000 of SLESF funds will continue being directed toward additional traffic enforcement within the city limits of Monte Sereno. The remaining \$100,000 of Town SLESF funds will be redirected toward frontline Police operations and services as described above.

PAGE 3 OF 3

SUBJECT: Adopt a Resolution Accepting Funds from the California Supplemental Law  
Enforcement Service Fund (SLESF)

DATE: November 16, 2021

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution authorizing use of SLESF funds

**RESOLUTION 20**

**RESOLUTION OF THE TOWN OF LOS GATOS ACCEPTING SUPPLEMENTAL LAW ENFORCEMENT SERVICE FUNDS (SLESF) GRANT ALLOCATION FOR FY 2021-22 AND APPROVE USE OF THE FUNDS**

**WHEREAS**, Government Code Section 30061(b)3 was amended with the Governor's approval of Assembly Bill 3229; and

**WHEREAS**, the Town of Los Gatos is entitled to receive approximately \$100,000 under the terms of the Supplemental Law Enforcement Services Fund if specified requirements are met as well as \$100,000 from the City of Monte Sereno under the terms of the fund; and

**WHEREAS**, the State funding cannot be used to supplant current Town costs for law enforcement and must be expended exclusively for front-line police services; and

**WHEREAS**, the Town Council has considered the written request separate and apart from the allocation of general funds for police services;

**NOW, THEREFORE, BE IT RESOLVED:** by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town of Los Gatos authorize the continued expenditure of funds from the Supplemental Law Enforcement Services Fund for 416 hours of traffic enforcement within the city limits of Monte Sereno; and has determined an expenditure plan that supports police operations and services for the Town of Los Gatos.

**BE IT FURTHER RESOLVED,**

1. The Town Manager is directed to continue the Supplemental Law Enforcement Services Fund (SLESF) within the Town for receipt and disbursement of money received from the County Supplemental Law Enforcement Services Fund.

2. The Town Manager is directed to promptly remit to the General Fund all funding deposited in such SLESF fund.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of November 2021 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 11

---

**DATE:** November 1, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), Completed by Tennyson Electric Inc., and Authorize the Town Clerk to File for Recordation

**RECOMMENDATION:**

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), completed by Tennyson Electric Inc., and authorize the Town Clerk to file for recordation.

**BACKGROUND:**

The Massol Intersection Improvements project is consistent with the Town's goal to improve public and traffic safety by enhancing the pedestrian crossing at the intersection of Massol Avenue and State Route/Highway 9.

On June 2, 2020, the Town Council authorized the Town Manager to approve the plans and specifications and advertise the project for bid. The Town Manager was authorized to award and execute a construction agreement up to \$349,760, which included a 20% contingency for future change orders. A 20% construction contingency was recommended since the project is within the California Department of Transportation (Caltrans) right of way requiring coordination and a permit from the state agency.

On July 1, 2020, the Town received three bids ranging from \$328,792 to \$474,654. Tennyson Electric, with a bid amount of \$328,792, was deemed to be the lowest responsive bidder. With 20% contingency (\$65,758) considered, the contract amount would exceed \$349,760

**PREPARED BY:** WooJae Kim  
Town Engineer

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

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PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), Completed by Tennyson Electric Inc., and Authorize the Town Clerk to File for Recordation

DATE: November 1, 2021

BACKGROUND (continued):

authorized by Council. On August 4, staff returned to Council and received an approval to award a construction agreement in an amount not to exceed \$394,550 (\$328,792 plus 20%) to Tennyson Electric. Council also approved a Fiscal Year (FY) 2020/21 Budget Transfer of \$57,148 from unspent balances from the School Bus Pilot Program.

DISCUSSION:

Through the project, the existing Massol Avenue crossing warning beacon was upgraded to more visible and intense rectangular rapid flashing beacons (RRFB). A new landscaped median island was installed on Highway 9 near the crosswalk to help reduce vehicle speeds. In addition, a new speed feedback display sign, streetlight for the crosswalk, and green bike lanes approaching the crosswalk were installed to improve the traffic safety at the intersection with a minimal impact to the traffic flow.

The project encountered delays due to extended lead times for new utility services from Pacific Gas and Electric Company (PG&E) and San Jose Water Company. Tennyson Electric has now satisfactorily completed all contracted work, with few additional work items, for a final contract amount of \$342,902.89. Staff recommends acceptance of the project.

Five percent of the faithful performance bonds will remain in effect for a period of two years as a guarantee for any needed repair or replacement caused by defective materials and/or workmanship for the project. The execution and recordation of the Certificate of Acceptance is now required to finalize the Town's acceptance and to release the retention funds withheld from the contractor.

CONCLUSION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), completed by Tennyson Electric Inc., and authorize the Town Clerk to file the document with the County for recordation.

FISCAL IMPACT:

Parks and Public Works 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 utilized both full-time and part-time temporary staff.

SUBJECT: Authorize the Town Manager to Execute a Certificate of Acceptance and Notice of Completion for the Massol Intersection Improvements (CIP No. 813-0236), Completed by Tennyson Electric Inc., and Authorize the Town Clerk to File for Recordation

DATE: November 1, 2021

FISCAL IMPACT (continued):

The fiscal table below reflects the updated project budget and the costs accrued to date for the Massol Intersection Improvements. There may be additional miscellaneous charges for the final closeout of the project.

<b>Massol Intersection Improvements</b>		
<b>CIP No. 813-0236</b>		
	<b>Budget</b>	<b>Costs</b>
GFAR	\$ 450,000	
Budget Transfer from School Bus Pilot Program	\$ 57,148	
<b>Total Project Budget</b>	<b>\$ 507,148</b>	
ActiveWayz Engineering (Expense & Encumbrance)		\$ 41,715
Signet Testing		\$ 12,323
Tennyson Electric Inc. (Expense & Encumbrance)		\$ 342,834
Advertising		\$ 986
Blueprint/Copy/Postage		\$ 681
Santa Clara County Clerk		\$ 50
PG&E Electrical Service		\$ 5,485
<b>Total Project Costs</b>		<b>\$ 404,074</b>
<b>Available Balance</b>		<b>\$ 103,074</b>
<b>Staff Costs</b>		
Operating Budget		\$ 25,086
<b>Total</b>		<b>\$ 25,086</b>

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorical Exempt (Section 15301 (c)). A Notice of Exemption has been filed.

Attachment:

1. Certificate of Acceptance and Notice of Completion



**Recording Requested by:**

TOWN OF LOS GATOS

**WHEN RECORDED MAIL TO:**

TOWN CLERK  
TOWN OF LOS GATOS  
110 E MAIN ST  
LOS GATOS, CA 95030

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(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 AND 6103)

**TYPE OF RECORDING**  
**CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION**  
**CIP NO. 813-0236 Massol Intersection Improvements**

TO WHOM IT MAY CONCERN:

I do hereby certify that **Tennyson Electric Inc.** completed the work called for in the agreement with the Town of Los Gatos dated August 4, 2020. The work is outlined in the Town's bid process prepared by the Town of Los Gatos and generally consisted of furnishing all labor, materials, tools, equipment, and services required for completion of the CIP No. 813-0236 located in the TOWN OF LOS GATOS, County of Santa Clara, State of California and was completed, approved and accepted **November 16, 2021.**

Bond No.: 09353577

Date: August 12, 2020

TOWN OF LOS GATOS

By: \_\_\_\_\_  
Laurel Prevetti, Town Manager

*Acknowledgement Required*

**AFFIDAVIT**  
**To Accompany Certificate of Acceptance and Notice of Completion**  
**CIP NO. 813-0236 Massol Intersection Improvements Project**

I, **LAUREL PREVETTI**, the Town Manager of the Town of Los Gatos, have read the foregoing CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION and know the contents thereof. The same is true of my own knowledge, except as to the matters which are therein alleged on information or belief, and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_, 2021 at Los Gatos, California.

\_\_\_\_\_  
LAUREL PREVETTI, TOWN MANAGER  
Town of Los Gatos

**RECOMMENDED BY:**

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

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

**APPROVED AS TO FORM:**

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

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

*Notary Jurat Required*



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 12

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DATE: November 11, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Purchase Three Police Patrol Vehicles from Folsom Lake Ford in and Amount Not to Exceed \$125,037

**RECOMMENDATION:**

Authorize the Town Manager to purchase three police patrol vehicles from Folsom Lake Ford in an amount not to exceed \$125,037.

**BACKGROUND:**

As part of the Fiscal Year 2021/22 Operating Budget, the Equipment Replacement Fund was approved, providing funds for replacement of high mileage or older vehicles that have reached their replacement criteria or do not meet federal regulations for emissions. The Town amortizes a vehicle's replacement over its forecasted life and sets funds aside on an annual basis to ensure the Equipment Replacement Fund has sufficient resources for the timely replacement of vehicles. In addition, this funding structure allows for a smoothing of operating expenditures and a more accurate reflection of the actual cost of operations.

The Town Vehicle and Equipment Acquisition and Replacement Policy (Attachment 1) determines which assets should be replaced by evaluating predetermined age and/or mileage criteria.

Fleet vehicle replacement purchases are reviewed annually through the Operating Budget and approved as part of the budget process. There are three assets recommended for replacement at this time.

**PREPARED BY:** Jim Harbin  
Superintendent

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

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PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Purchase Three Police Patrol Vehicles from Folsom Lake Ford in and Amount Not to Exceed \$125,037

DATE: November 11, 2021

DISCUSSION:

The three police pursuit interceptors recommended for replacement are approaching four years of age and will have an average of 60,000 miles usage at the time of replacement. With the current backlog of computer chips along with the delays caused by the pandemic, lead times for purchasing and equipping vehicles have greatly increased resulting in increased age and mileage.

Ford Motor Company has produced a pursuit rated hybrid vehicle for police patrol purposes since 2020. The hybrid system reduces fuel consumption and expenditures, carbon dioxide emissions, and maintenance costs. Extensive idle times make hybrid technology ideal for law enforcement. While stopped, the lithium hybrid batteries power lights, radios, laptops, and other on-board electrical demands. The hybrid engine can shut off intermittently, self-starting to charge the battery when needed. This compares with the current need for police patrol vehicles to idle for extended periods, for example while on the scene of an incident. The Town, along with neighboring Police Departments such as Santa Clara, San Jose, and others have recently opted to move toward the hybrid system based on performance and overall cost of operation.

In accordance with the Town's Purchasing Policy, Section 7c (Cooperative Purchasing), the purchase of these vehicles is based on a formal bid process completed by the State of California Department of General Services, which allows for other municipalities to purchase vehicles using their formal bid proposal documents (Attachment 2)

CONCLUSION:

Authorize the Town Manager to purchase three police patrol vehicles from Folsom Lake Ford in an amount not to exceed \$125,037.

ALTERNATIVES:

Alternatively, the Town Council could direct staff to delay replacement of the vehicles. Staff does not recommend this alternative as the vehicles are reaching the end of their useful life and the lack of replacement vehicles will impact daily productivity operations.

PAGE 3 OF 3

SUBJECT: Authorize the Town Manager to Purchase Three Police Patrol Vehicles from  
Folsom Lake Ford in and Amount Not to Exceed \$125,037

DATE: November 11, 2021

FISCAL IMPACT:

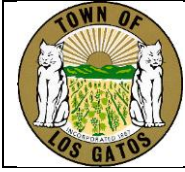
There are sufficient funds available in the Equipment Replacement Fund to purchase these vehicles.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Town Vehicle and Equipment Acquisition and Replacement Policy
2. Bid Proposal Document



**COUNCIL POLICY MANUAL**  
*Small Town Service    Community Stewardship    Future Focus*

<b>TITLE:</b> Town Vehicle and Equipment Acquisition and Replacement Policy		<b>POLICY NUMBER:</b> 4-05
<b>EFFECTIVE DATE:</b> 4/6/1994		<b>PAGES:</b> 3
<b>ENABLING ACTIONS:</b>	<b>REVISED DATES:</b> 5/26/1998	
<b>APPROVED:</b> Mayor Linda Lubeck		

**PURPOSE**

To set forth specific procedures for the acquisition and disposal of vehicle and motorized equipment used by the Town of Los Gatos.

**SCOPE**

This policy will apply to the acquisition and disposal of vehicles and equipment used by all Town Departments.

**POLICY**

When purchasing vehicles or motorized equipment or disposing of surplus vehicles and equipment, the following will apply:

- A. Replacement of vehicles and motorized equipment is based on an equipment replacement schedule that allows for replacement on a programmed cycle. The recommended basis is as follows:

<u>Vehicle/Equipment Type</u>	<u>Replacement Cycle</u>
Police Patrol	3 years and/or 85,000 miles
Police Undercover (used, 1 to 2 years old)	4 years and/or 75,000 miles
Police Sedans (used, 1 to 2 years old)	4 years and/or 75,000 miles
Motor Cycles	4 years and/or 42,000 miles
Parking Vehicles	6 years and/or 75,000 miles
All-Terrain Vehicle	8 years and/or 50,000 miles
Police Vans	6 years and/or 85,000 miles
Sedans (new)	8 years and/or 85,000 miles

<b>TITLE:</b> Town Vehicle and Equipment Acquisition and Replacement Policy	<b>PAGE:</b> 2 of 3	<b>POLICY NUMBER:</b> 4-05
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<u>Vehicle/Equipment Type</u>	<u>Replacement Cycle</u>
Sedans (used 1 to 2 years old)	6 years and/or 85,000 miles
Pickups (gas)	8 years and/or 72,000 miles
Pickups (diesel)	12 years and/or 100,000 miles
Medium Trucks (gas)	8 years and/or 80,000 miles
Medium Trucks (diesel)	12 years and/or 100,000 miles
Heavy Trucks (gas)	8 years and/or 80,000 miles
Heavy Trucks (diesel)	15 years and/or 100,000 miles
Lawn Mowers	6 years
Roadable Mowers	8 years
Vans	8 years and/or 100,000 miles
Sweepers	6 years and/or 65,000 miles
Backhoes	10 years and/or 7,000 hours
Loaders	12 years and/or 7,200 hours
Graders	20 years and/or 9,000 hours
Aerial Units	12 years and/or 80,000 miles
Chippers	10 years and/or 5,000 hours
Compressors	12 years and/or 5,000 hours
Forklifts	17 years and/or 9,000 hours
Rollers	15 years
Trailers	10 years
Sprayers	8 years
Sewer Cleaners	6 years
Rodders	10 years

The equipment/replacement list will be used as a guideline in the replacement of vehicles and equipment. Other factors that will be used in the evaluation process include:

1. Overall conditions of vehicles and equipment
2. Repair records.
3. Vehicle efficiency and safety.
4. Service life related to extended use in other departments.

**B. COOPERATIVE PURCHASING PROGRAM:**

When purchasing vehicles and equipment, the town of Los Gatos will invite vendors (local and non-local) to submit bids. Where applicable, the Town will use the State of California Cooperative Purchasing Program.

<b>TITLE:</b> Town Vehicle and Equipment Acquisition and Replacement Policy	<b>PAGE:</b> 3 of 3	<b>POLICY NUMBER:</b> 4-05
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C. SPECIFICATIONS:

The Department of Parks and Public Works will review all specifications for vehicles and motorized equipment to be purchased by the Town of Los Gatos. Specifications will be prepared based on user needs, operating costs, safety factors, life expectancy, new technology, availability, and cost. When applicable, performance standards will be included in the specification writing process.

D. VEHICLE AND EQUIPMENT DISPOSAL:

Disposal may take place via trade-in when vehicles or equipment are purchased. If the trade-in offer is deemed insufficient, the Town will advertise and surplus items at a minimum pre-determined price. When possible, staff will try to offer specialized vehicles, such as Police patrol cars, to agencies that need such equipment but may not be able to purchase new equipment. Prior to the disposal of vehicle or equipment, the Parks and Public Works Department will determine if reassignment to another department is warranted.

E. RESPONSIBILITY:

All applicable departments within the Town of Los Gatos who are assigned vehicles or motorized equipment may be involved in the procurement/disposal process.

1. Finance personnel and the Town Manager shall review the equipment replacement list annually to ensure that replacement costs for vehicles and equipment are current and in-line with long-term replacement needs.
2. Each Department is responsible for requesting vehicle or equipment replacement during the annual budget process.
3. The Parks and Public Works Department will prepare vehicle specifications for all Town Departments except the Police Department.
4. The Parks and Public Works Department will review all Town specifications for vehicles and motorized equipment.
5. Disposal or reassignment of surplus vehicles and equipment will be coordinated by the Parks and Public Works Department.

APPROVED AS TO FORM:

\_\_\_\_\_  
/s/ Orry Korb, Town Attorney



# FOLSOM LAKE

**FORD**  **THE FORD SOURCE**

12755 FOLSOM BOULEVARD  
FOLSOM, CA 95630 • (916) 353-2000

**DANIEL A. RAIMONDI**  
Fleet Director

(916) 353-2000, Ext.376  
Toll Free 1-800-655-0555  
Cell (916) 825-1622  
Fax (916) 353-2078  
danr@folsomlakeford.com

**HYBRID**

2022 ORDER-20-22 WEEKS

STATE CONTRACT 1-18-23-14B

11/1/2021

K8A 4DR AWD POLICE  
.119" WHEELBASE  
UM AGATE BLACK  
9 CLTH BKTS/VNL R  
6 EBONY  
500A EQUIP GRP  
.AM/FM STEREO  
99W .3.3L HYBRID  
44B .10-SP MOD HYBRD  
52P DR LOCK PLUNGER  
JOB #2 ORDER  
CA BOARD FEES  
16D BADGE DELETE  
17T CARGO DOME LAMP  
21L FRONT AUX LIGHT  
425 50 STATE EMISS  
43D COURTESY DISABL  
47A ENGINE IDLE  
51V SPTLMP LED DUAL  
59B KEY CODE 1284X  
60R NOISE SUPPRESS  
66A FRONT HDLMP PKG  
.GRILL WIRING  
68G RR DR/LK INOP  
76R REVERSE SENSING  
86T RR TAILLAMP HSG  
87R RR VIEW MIR/CAM  
92G E MARKED SOLAR  
153 FRT LICENSE BKT

\$38,142.00  
\$ 3,528.14 Tax @ 9.25%  
\$ 8.75 CA TIRE FEE

-----  
\$41,678.89 DELIVERED  
X 3 UNITS

\$ 125,036.67

LESS \$500.00 DISCOUNT  
20 DAY PAYMENT

INCLUDES PAINTED WHITE  
ROOF AND 4 DOORS



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 13

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**DATE:** November 10, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Authorize the Town Manager to Execute an Amendment to a Consultant Agreement for Executive Recruitment Services with Teri Black & Company, LLC. in an Amount Not to Exceed \$83,500

**RECOMMENDATION:**

Authorize the Town Manager to execute an amendment (Attachment 1) to a consultant agreement for executive recruitment services with Teri Black & Company, LLC. (TB&Co.) in an amount not to exceed \$83,500.

**BACKGROUND:**

During the October 18, 2021 Council Meeting, the Town Manager received authorization to execute a consultant agreement with TB&Co. for the purpose of facilitating up to two Director level recruitments. Last week the Town Attorney, a Council-appointed position, submitted his resignation to be effective at the end of December 2021. Based on TB&Co.'s recent successful recruitment processes for Town/City Attorney positions at various municipalities, staff recommended that Council partner with TB&Co. to conduct the Town Attorney recruitment.

**DISCUSSION:**

The candidate pool for executive level and Council appointed positions is typically smaller, so it is not unusual for public sector agencies to outsource these recruitment processes to executive recruitment search firms. Because executive search firms focus solely on recruitments, they have a vast number of contacts. They also have the resources and relationships to proactively contact candidates that may not be actively searching for a new opportunity and encourage those candidates to compete in a specific recruitment process.

**PREPARED BY:** Lisa Velasco  
Human Resources Director

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

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute an Agreement Amendment

DATE: November 10, 2021

CONCLUSION:

Based on TB&Co.'s expertise related to successfully completing Town/City Attorney recruitment processes, staff is requesting authorization for the Town Manager to execute an amendment to the current agreement for services to increase the not to exceed amount to \$83,500.

FISCAL IMPACT:

The additional cost of \$29,500, bringing the total not to exceed amount to \$83,500, is included in the FY 2021/22 Operating budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Amendment to the Agreement for Consultant Services – Teri Black & Company, LLC

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 17<sup>th</sup> day of November, 2021 and amends that certain agreement for executive recruitment services dated October 20, 2021, made by and between the Town of Los Gatos, ("Town") and Teri Black & Company, LLC ("Consultant").

RECITALS

A. Town and Consultant entered into a Consultant Services Agreement on October 20, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.

AMENDMENT

1. Section 2.6 "Compensation" is amended to read as follows:  
Compensation by the Town for the Consultant's services shall increase by an additional \$21,000 plus expenses not-to-exceed \$8,500 for the Council Appointed Town Attorney recruitment. The new not-to-exceed total amount for the agreement is \$83,500.
2. All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos

Approved as to Consent:

By: \_\_\_\_\_  
Laurel Prevetti, Town Manager

By: \_\_\_\_\_  
Teri Black, President  
Teri Black & Company, LLC

Department Approval:

\_\_\_\_\_  
Lisa Velasco, Human Resources Director

Approved as to Form:

Attest:

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

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

ATTACHMENT 1



**TOWN OF LOS GATOS**  
**FINANCE COMMISSION REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 14

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DATE: November 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the First Quarter Investment Report (July through September 2021) for Fiscal Year 2021/22.

**RECOMMENDATION:**

Receive the First Quarter Investment Report (July through September 2021) for Fiscal Year 2021/22

**DISCUSSION:**

This Investment Report was provided to the Finance Commission on November 8, 2021.

As of September 30, 2021, the Town's weighted portfolio yield was 1.27% which trended above the Local Agency Investment Fund (LAIF) yield of 0.21%. This favorable yield differential to LAIF was primarily due to the LAIF portfolio's lower weighted average maturity (WAM) of 321 days versus the Town's longer WAM of 519 days. The Town's weighted average rate of return of 1.27% at the close of the first quarter was 59 basis points lower when compared to the first quarter return of 1.86% in 2020.

In the Fourth quarter, LAIF yields continued their steady decline each month for the year. Staff in coordination with the Town's investment advisor primarily replaced maturing investments in shorter term maturities in the two- to three-year maturity range. These investments capture current yields that exceed the rates expected to be earned in the State Local Agency Investment Fund (LAIF) pool during that same time period. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

At the conclusion of their November meeting, the Federal Reserve (Fed) announced a slowing (referred to by the Fed as a "taper") of its policy of buying back US Treasuries and agencies,

**PREPARED BY:** Stephen Conway  
Finance Director

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Reviewed by: Town Manager and Assistant Town Manager

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PAGE 2 OF 2

SUBJECT: Receive the First Quarter Investment Report (July through September 2021) for  
Fiscal Year 2021/22

DATE: November 10, 2021

DISCUSSION (continued):

stating “moderation in the pace of asset purchase may soon be warranted”. In addition, the Fed left the target range for the federal funds rate at zero to ¼ percent. The Fed raised its inflation forecast from 3.4% to 4.2% for 2021 and from 2.1% to 2.2% for 2022, and above its 2% target through 2024. Nonetheless, the Fed Committee’s ‘dot plot’ still reflected a majority expectation of no rate hikes until 2023.

CONCLUSION:

Staff recommends that the Town Council receive the First Quarter Investment Report (July through September 2021) for Fiscal Year 2021/22.

Attachment:

1. First Quarter Investment Report for FY 2021/22 (July through September 2021)

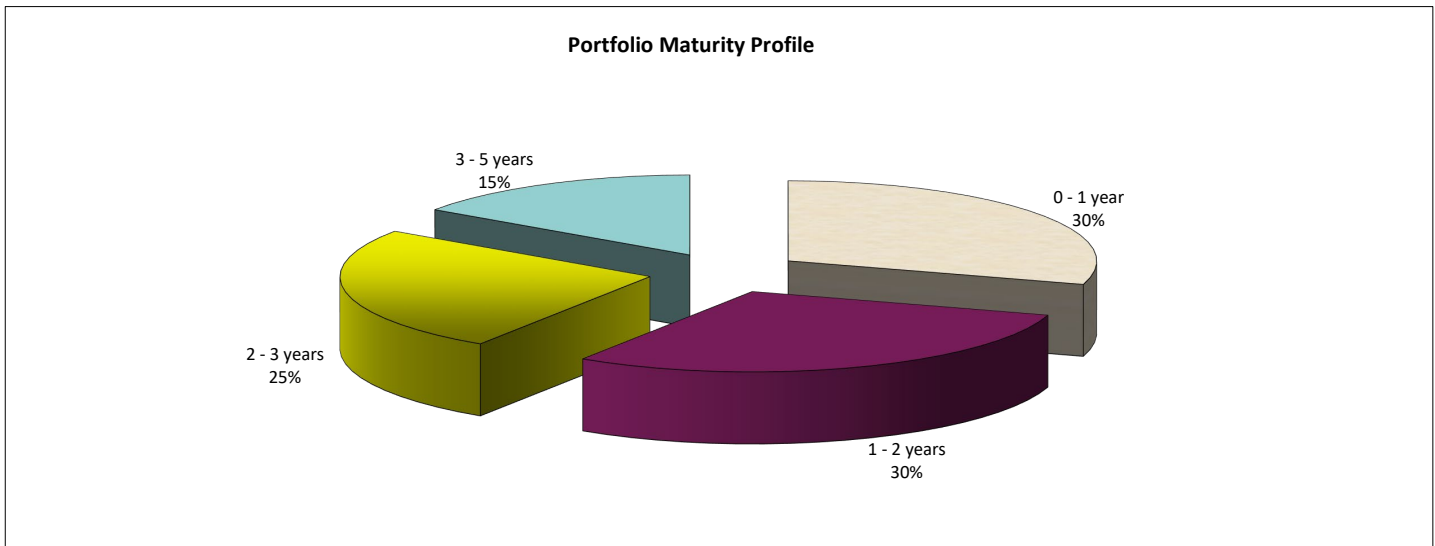
**Town of Los Gatos  
Summary Investment Information  
September 30, 2021**

**Weighted Average YTM Portfolio Yield:** **1.27%** **Weighted Average Maturity (days)** **519**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$59,898,959	\$61,207,129	\$59,981,525

**Benchmarks/ References:**

Town's Average Yield	1.27%	1.32%	1.86%
LAIF Yield for month	0.21%	0.22%	0.69%
3 mo. Treasury	0.04%	0.05%	0.11%
6 mo. Treasury	0.05%	0.06%	0.10%
2 yr. Treasury	0.28%	0.21%	0.13%
5 yr. Treasury (most recent)	0.97%	0.78%	0.28%
10 Yr. Treasury	1.49%	1.31%	0.71%

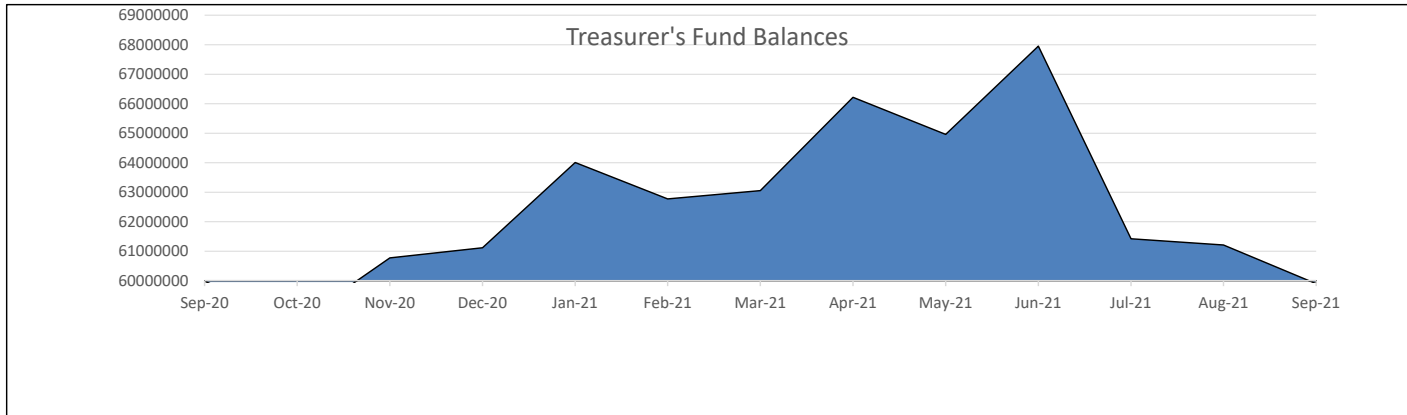
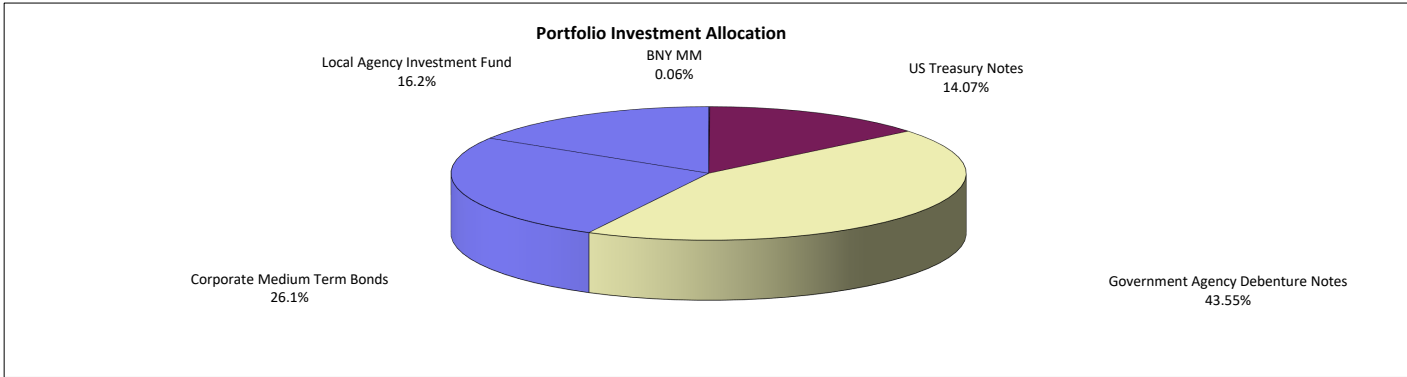


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated September 21, 2021 and also in compliance with the requirements of Section 53601 of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**September 30, 2021**

	<u>Month</u>	<u>YTD</u>
Fund Balances - Beginning of Month/Period	\$61,207,128.66	\$67,951,235.09
Receipts	2,626,919.18	15,719,457.16
Disbursements	<u>(3,935,088.50)</u>	<u>(23,771,732.91)</u>
Fund Balances - End of Month/Period	<u>\$59,898,959.34</u>	<u>\$59,898,959.34</u>

<u>Portfolio Allocation:</u>	<u>% of Portfolio</u>	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$31,941.79	0.06%
US Treasury Notes	\$7,723,182.05	14.07%
Government Agency Debenture Notes	\$23,909,091.15	43.55%
Corporate Medium Term Bonds	\$14,350,644.01	26.14%
Local Agency Investment Fund	\$8,888,929.23	16.19%
Subtotal - Investments	<u>54,903,788.23</u>	100.00%
Reconciled Demand Deposit Balances	<u>4,995,171.11</u>	
<b>Total Treasurer's Fund</b>	<b><u>\$59,898,959.34</u></b>	





**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**September 30, 2021**

	Beginning Balance	SEP 21 Deposits Realized Gain/Adj.	SEP 21 Interest/ Earnings	SEP 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,285.39		\$ 5.89		\$ 686,291.28	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	21,140.34		0.56		21,140.90	Note 1
Cert. of Participation 2002 Lease Payment Fund	22.26		0.15		22.41	Note 1
Cert. of Participation 2010 Series Reserve Fund	1,277,073.46		10.85		1,277,084.31	Note 2
Total Restricted Funds:	<u>\$ 1,984,521.45</u>	<u>\$ -</u>	<u>\$ 17.45</u>	<u>\$ -</u>	<u>\$ 1,984,538.90</u>	
CEPPT IRS Section 115 Trust	0.00	0.00	0.00	0.00	0.00	
Grand Total COP's and CEPPT Trust	<u>\$ 1,984,521.45</u>	<u>\$ -</u>	<u>\$ 17.45</u>	<u>\$ -</u>	<u>\$ 1,984,538.90</u>	

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

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

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

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

**Town of Los Gatos  
Statement of Interest Earned  
September 30, 2021**

Interest by Month

July 2021	\$57,076.80
August 2021	56,600.18
September 2021	54,523.00
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 20202	
May 2022	
June 2022	
	<hr/>
	<u>\$168,199.98</u>

## Town of Los Gatos Investment Schedule March 2021

Institution	CUSIP #	Security	Deposit Date	Par Value	Original Cost	Market Value	Purchased Interes	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Treasury	91282CAP6	US Treasury Note	6/30/2021	1,000,000.00	995,390.63	996,406.25		10/15/2023	0.33%	259.56	(259.56)	-	821.71
Toyota Motor Credit	89236TDP7	Corporate Bond	05/20/19	1,100,000.00	1,102,596.00	1,107,102.81		1/11/2022	2.50%		61,251.67	58,418.45	6,961.78
Toyota Motor Credit	89236THA6	Corporate Bond	4/12/2021	500,000.00	510,580.00	509,229.08		8/25/2023	0.45%		2,493.75	494.69	576.10
American Express Credit Corp.	0258M0E0G	Corporate Bond	4/5/2021	1,000,000.00	1,020,330.00	1,008,131.00		1/31/2022	0.46%		11,100.00	553.07	591.66
FFCB	3133EKMX1	Gov. Agency Debenture	8/2/2019	1,000,000.00	1,014,400.00	1,042,838.40		2/23/2024	1.90%		51,475.83	36,611.80	4,825.62
FFCB	3133EMBE1	Gov. Agency Debenture	10/8/2020	1,600,000.00	1,598,000.00	1,595,149.20		3/28/2024	0.34%		4,653.34	3,903.24	1,355.09
FFCB	3133EMCQ3	Gov. Agency Debenture	10/16/2020	2,000,000.00	1,998,000.00	1,999,588.08		10/13/2024	0.31%		2,753.33	4,295.55	1,537.71
BankAmerica Corp	06051GHC6	Corporate Bond	10/9/2020	1,300,000.00	1,366,287.00	1,339,741.00		12/20/2023	0.66%		27,227.92	13,250.31	4,617.53
IBM	459200HG9	Corporate Bond	8/8/2019	1,000,000.00	995,010.00	1,013,329.32		8/1/2022	2.05%		37,135.42	38,718.82	5,147.59
IBM	459200YX8	Corporate Bond	3/25/2021	1,000,000.00	1,071,040.00	1,060,781.89		5/15/2024	0.71%		4,166.67	1,964.86	1,863.58
US Treasury	912828R28	US Treasury Note	7/2/2019	500,000.00	497,246.09	511,191.41		4/30/2023	1.77%		14,859.04	17,663.79	2,229.18
Freddie Mac	3137EAE85	Gov. Agency Debenture	7/19/2019	2,000,000.00	2,072,358.00	2,085,885.82		6/19/2023	1.79%		105,416.67	71,285.65	9,211.07
FFCB	3133EKFV0	Gov. Agency Debenture	7/22/2019	1,000,000.00	999,630.00	1,022,142.73		1/17/2023	1.89%		37,239.58	36,626.98	4,752.73
Treasury	912828L57	US Treasury Note	7/22/2019	1,200,000.00	1,197,988.40	1,219,968.74		9/30/2022	2.09%		46,016.39	42,014.96	5,451.87
Freddie Mac	3137EADB2	Gov. Agency Debenture	1/17/2020	2,100,000.00	2,132,039.70	2,113,734.00		1/13/2022	2.12%		74,258.34	49,063.54	8,516.69
US Treasury	91282CAW1	Gov. Agency Debenture	7/15/2021	1,200,000.00	1,199,437.50	1,198,312.50	497.28	11/15/2023	0.27%		(497.28)	-	683.65
American Honda	02665WCZ2	Corporate Bond	11/27/2019	1,000,000.00	1,012,410.01	1,043,768.01		6/27/2024	2.12%		48,733.34	33,895.56	5,367.28
JP Morgan Chase	46625HJE1	Gov. Agency Debenture	2/11/2020	900,000.00	934,587.00	926,345.54		9/23/2022	1.74%		47,287.50	22,179.72	4,040.66
Honeywell Int'l.	438516BW5	Corporate Bond	11/20/2019	1,000,000.00	1,014,660.00	1,047,781.42		7/15/2024	1.64%		39,483.33	31,978.44	5,003.43
Caterpillar Financial Serv	14913QZV0	Corporate Bond	2/23/2021	1,000,000.00	1,077,370.00	1,058,368.18		5/17/2024	0.44%		6,650.00	1,582.27	1,146.21
FNMA	3135G0V75	Gov. Agency Debenture	10/17/2019	1,100,000.00	1,105,833.30	1,138,552.18		7/2/2024	1.63%		33,206.25	30,694.63	4,540.04
US Bancorp	91159HHV5	Corporate Bond	12/24/2019	1,000,000.00	1,049,040.00	1,062,962.09		1/5/2024	2.12%		54,468.75	32,781.93	5,443.93
FHLB	3133834G3	Gov. Agency Debenture	3/11/2021	1,400,000.00	1,460,522.00	1,444,186.74		6/9/2023	0.19%		7,272.22	854.65	708.36
FFCB	3133EKQA7	Gov. Agency Debenture	10/21/2019	1,000,000.00	1,019,780.00	1,044,682.33		9/10/2024	1.66%		39,231.11	28,373.17	4,223.84
PNC Financial	693476BN2	Corporate Bond	8/15/2019	1,000,000.00	1,029,280.00	1,010,773.70		2/6/2022	2.12%		68,108.33	39,793.76	5,344.56
FHLB	313379Q69	Gov. Agency Debenture	7/22/2019	1,000,000.00	1,006,960.00	1,014,220.41		6/10/2022	1.87%		40,020.83	36,595.58	4,748.65
FNMA	3135G0V59	Gov. Agency Debenture	11/27/2019	1,540,000.00	1,562,924.44	1,557,574.14		4/12/2022	1.61%		47,643.75	39,792.92	6,301.12
JP Morgan Chase	46625HJT8	Corporate Bond	9/23/2019	1,400,000.00	1,485,414.00	1,505,405.10		2/1/2024	2.39%		100,663.89	61,355.87	8,737.99
American Honda	02665WDH1	Corporate Bond	2/14/2020	600,000.00	603,756.00	614,482.69		5/10/2023	1.75%		16,445.00	14,494.97	2,656.45
FHLB	3130AABG2	US Treasury Note	4/15/2019	1,000,000.00	988,250.00	1,002,925.61		11/29/2021	2.34%		39,791.67	51,343.12	5,853.24
FNMA	3135G0Q89	Gov. Agency Debenture	2/10/2020	1,000,000.00	998,702.00	1,000,222.43		10/7/2021	1.38%		15,927.08	20,147.24	3,663.14
FHLB	3130ALH98	Gov. Agency Debenture	2/26/2021	1,000,000.00	997,610.00	997,758.31		2/26/2024	0.33%		1,250.00	1,119.96	830.94
Treasury	912828M80	US Treasury Note	7/22/2019	1,000,000.00	1,006,175.23	1,021,718.75		11/30/2022	1.81%		37,158.47	35,281.07	4,578.08
Treasury	912828U57	US Treasury Note	7/31/2019	1,000,000.00	1,011,875.00	1,038,828.12		11/30/2023	1.84%		38,958.33	35,502.32	4,666.02
Treasury	912828X70	US Treasury Note	12/30/2019	1,000,000.00	1,010,589.29	1,040,507.81		4/30/2024	1.75%		29,703.30	29,364.36	4,929.78
Treasury	912828XT2	US Treasury Note	10/31/2019	1,000,000.00	1,015,667.41	1,041,093.75		5/31/2024	1.64%		31,639.34	27,624.64	4,180.04
American Honda	02665WCQ2	Corporate Bond	9/14/2021	950,000.00	1,012,871.00	1,009,421.43	14,731.60	10/10/2023	0.41%		(14,731.60)	-	178.99
FFCB	3133EJ3Q0	Gov. Agency Debenture	8/28/2019	1,500,000.00	1,587,503.75	1,582,619.60		12/21/2023	2.12%		78,223.96	42,086.02	5,761.78
Freddie Mac	3133EKKT2	Gov. Agency Debenture	6/24/2019	1,550,000.00	1,573,188.00	1,593,409.89		2/8/2023	1.82%		82,731.25	57,521.06	7,180.38
Treasury	91282CBE0	Gov. Agency Debenture	9/15/2021	650,000.00	647,615.46	646,521.49	136.88	1/15/2024	0.28%		(136.88)	-	75.37
<b>Subtotal</b>				<b>\$ 45,090,000.00</b>	<b>\$ 45,982,917.21</b>	<b>\$ 46,267,661.95</b>	<b>\$ 15,625.32</b>				<b>\$ 1,369,020.33</b>	<b>\$ 1,049,228.95</b>	<b>\$ 159,303.82</b>
<b>BNY MM</b>		<b>Money Market</b>			<b>31,941.79</b>	<b>31,941.79</b>			<b>0.00%</b>				<b>1</b>
<b>LAIF</b>		<b>State Investment Pool</b>			<b>8,888,929.23</b>	<b>8,888,929.23</b>			<b>0.21%</b>			<b>6,345.84</b>	<b>1</b>
					<b>\$54,903,788.23</b>	<b>\$55,188,532.97</b>					<b>\$ 1,369,020.33</b>	<b>\$ 1,049,228.95</b>	<b>\$ 165,649.66</b>

Matured Assets		Security	Deposit Date	Par Value	Original Cost	Market Value	Maturity Date	Yield to Maturity	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
US Treasury	912828Y20	Gov. Agency Debenture	1/31/2020	1,000,000.00	1,016,601.56		7/15/2021	1.47%	38,221.16	20,977.00	609.80	0
Wells Fargo	94988J6A0	Corporate Bond	6/24/2020	1,350,000.00	1,370,749.50		9/9/2021	0.80%	32,468.18	10,139.92	1,940.52	0

Total Investments "Matured" **\$ 2,550.32**

Total Interest FY 20\_21 Matured and Current **\$ 168,199.98**

Maturity Profile	Amount
0-1 year	\$21,889,538.56
1-2 years	\$8,723,455.32
2-3 years	\$22,292,794.35
3-5 years	<u>\$ 1,998,000.00</u>
	<b>\$54,903,788.23</b>

**Market to Cost Position Report**

Institution	Amortized Cost
BNY Assets	\$45,982,917.21
BNY MM	31,941.79
LAIF	8,888,929.23
	<b>\$54,903,788.23</b>

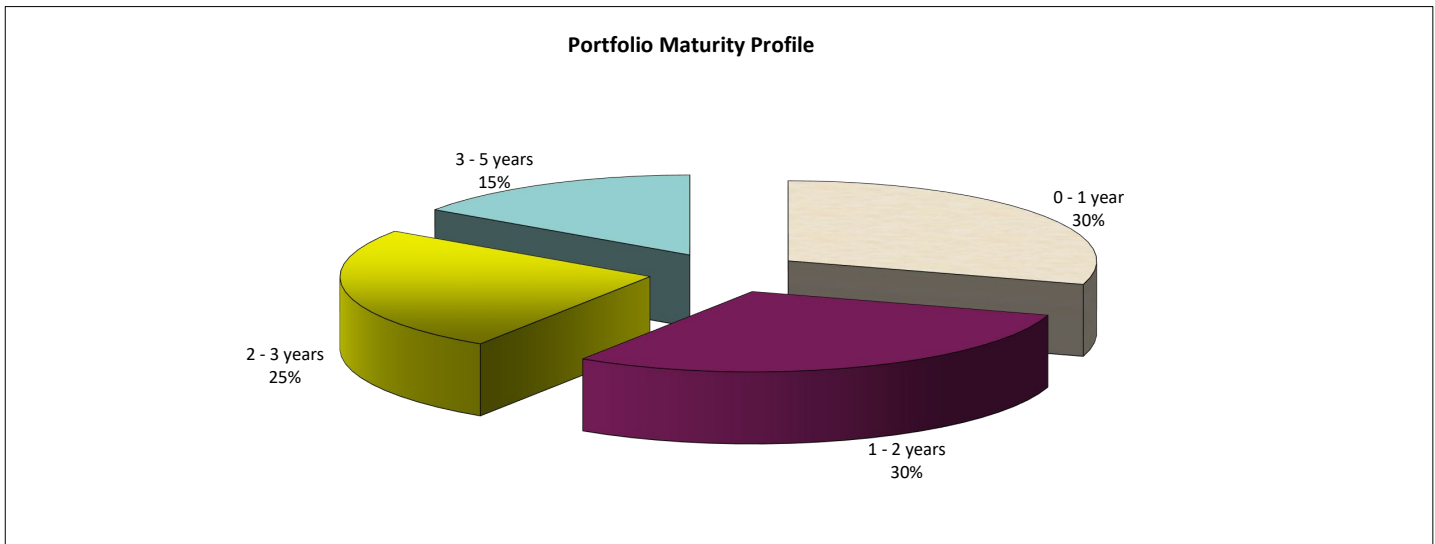
**Town of Los Gatos  
Summary Investment Information  
August 31, 2021**

**Weighted Average YTM Portfolio Yield: 1.32%** **Weighted Average Maturity (days) 521**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$61,207,129	\$61,422,761	\$60,272,540

**Benchmarks/ References:**

Town's Average Yield	1.32%	1.32%	1.86%
LAIF Yield for month	0.22%	0.22%	0.92%
3 mo. Treasury	0.05%	0.05%	0.11%
6 mo. Treasury	0.06%	0.05%	0.12%
2 yr. Treasury	0.21%	0.19%	0.13%
5 yr. Treasury (most recent)	0.78%	0.69%	0.27%
10 Yr. Treasury	1.31%	1.47%	0.71%

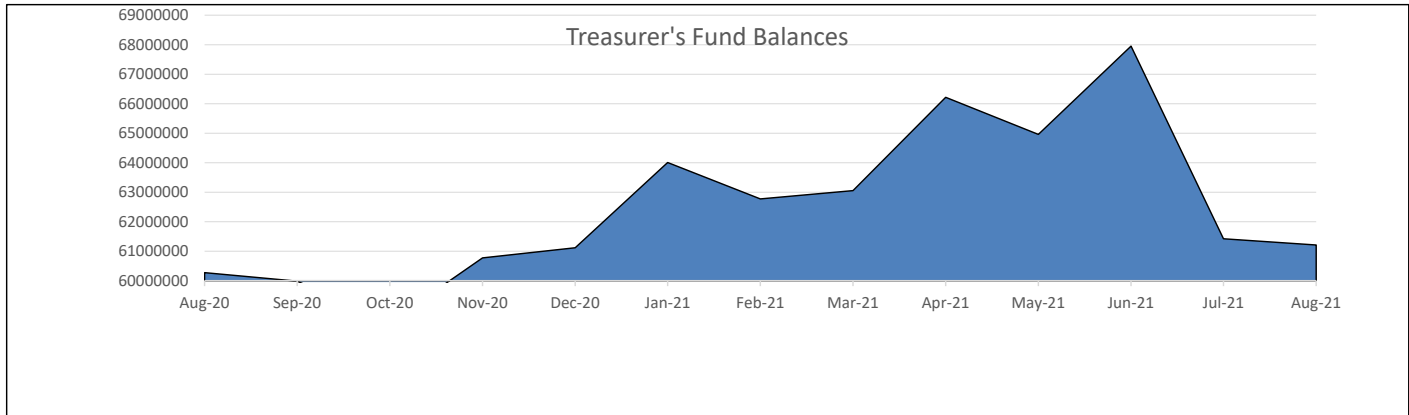
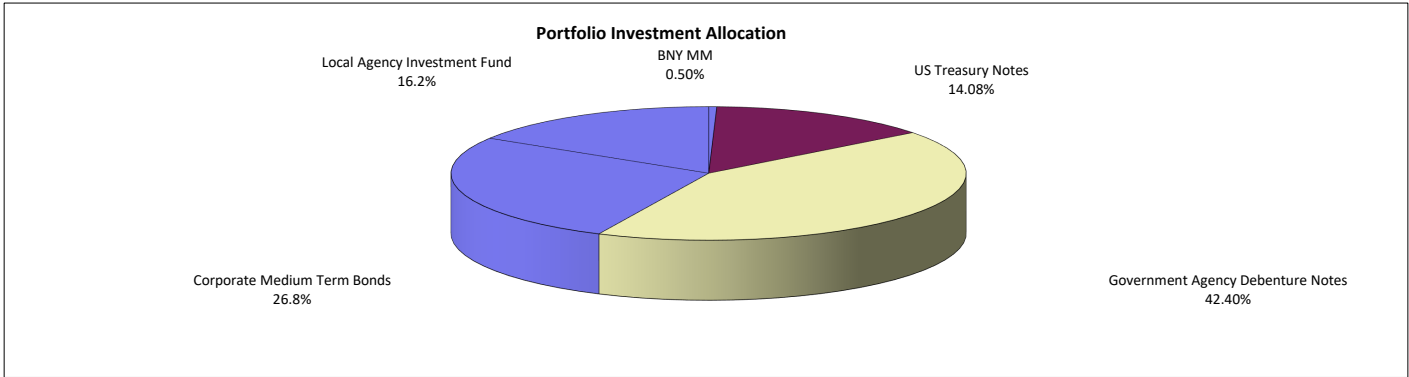


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated September 21, 2021 and also in compliance with the requirements of Section 53601 of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**August 31, 2021**

	<u>Month</u>	<u>YTD</u>
Fund Balances - Beginning of Month/Period	\$61,422,760.87	\$67,951,235.09
Receipts	6,814,650.43	13,092,537.98
Disbursements	<u>(7,030,282.64)</u>	<u>(19,836,644.41)</u>
Fund Balances - End of Month/Period	<u>\$61,207,128.66</u>	<u>\$61,207,128.66</u>

<u>Portfolio Allocation:</u>	<u>% of Portfolio</u>	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$275,316.10	0.50%
US Treasury Notes	\$7,723,182.05	14.08%
Government Agency Debenture Notes	\$23,261,475.69	42.40%
Corporate Medium Term Bonds	\$14,708,522.51	26.81%
Local Agency Investment Fund	\$8,888,929.23	16.20%
Subtotal - Investments	<u>54,857,425.58</u>	100.00%
Reconciled Demand Deposit Balances	<u>6,349,703.08</u>	
<b>Total Treasurer's Fund</b>	<b><u>\$61,207,128.66</u></b>	



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**August 31, 2021**

	Beginning Balance	AUG 21 Deposits Realized Gain/Adj.	AUG 21 Interest/ Earnings	AUG 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,279.50		\$ 5.89		\$ 686,285.39	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	1,095,998.03		4.81	1,074,862.50	\$ 21,140.34	Note 1
Cert. of Participation 2002 Lease Payment Fund	541,182.21		2.55	541,162.50	\$ 22.26	Note 1
Cert. of Participation 2010 Series Reserve Fund	1,277,062.50		10.96		1,277,073.46	Note 2
<b>Total Restricted Funds:</b>	<u>\$ 3,600,522.24</u>	<u>\$ -</u>	<u>\$ 24.21</u>	<u>\$ 1,616,025.00</u>	<u>\$ 1,984,521.45</u>	
CEPPT IRS Section 115 Trust	0.00	0.00	0.00	0.00	0.00	
<b>Grand Total COP's and CEPPT Trust</b>	<u>\$ 3,600,522.24</u>	<u>\$ -</u>	<u>\$ 24.21</u>	<u>\$ 1,616,025.00</u>	<u>\$ 1,984,521.45</u>	

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

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

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

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

**Town of Los Gatos  
Statement of Interest Earned  
August 31, 2021**

Interest by Month

July 2021	\$57,076.80
August 2021	56,600.18
September 2021	
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 20202	
May 2022	
June 2022	
	<hr/>
	<u><u>\$113,676.98</u></u>

**Town of Los Gatos Investment Schedule March**

**2021**

Institution	CUSIP #	Security	Deposit Date	Par Value	Original Cost	Market Value	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity		
Treasury	91282CAP6	US Treasury Note	6/30/2021	1,000,000.00	995,390.63	997,617.19		10/15/2023	0.33%	-(259.56)	-	553.76	775		
Toyota Motor Credit	89236TDP7	Corporate Bond	05/20/19	1,100,000.00	1,102,596.00	1,109,557.57		1/11/2022	2.50%	61,251.67	58,418.45	4,691.64	133		
Toyota Motor Credit	89236THA6	Corporate Bond	4/12/2021	500,000.00	510,580.00	509,588.65		8/25/2023	0.45%	2,493.75	494.69	388.24	724		
American Express Credit Corp.	0258M0EG0	Corporate Bond	4/5/2021	1,000,000.00	1,020,330.00	1,010,414.88	2,400.00	1/31/2022	0.46%	(2,400.00)	553.07	398.73	153		
FFCB	3133EKM01	Gov. Agency Debenture	8/2/2019	1,000,000.00	1,014,400.00	1,046,838.46		2/23/2024	1.90%	51,475.83	36,611.80	3,252.05	906		
FFCB	3133EMBE1	Gov. Agency Debenture	10/8/2020	1,600,000.00	1,598,000.00	1,596,864.70		3/28/2024	0.34%	2,253.34	3,903.24	913.21	940		
FFCB	3133EMCQ3	Gov. Agency Debenture	10/16/2020	2,000,000.00	1,998,000.00	2,000,178.96		10/13/2024	0.31%	2,753.33	4,295.55	1,036.28	1139		
BankAmerica Corp	06051GHC6	Corporate Bond	10/9/2020	1,300,000.00	1,366,287.00	1,342,250.00		12/20/2023	0.66%	27,227.92	13,250.31	3,111.82	841		
IBM	459200HG9	Corporate Bond	8/8/2019	1,000,000.00	995,010.00	1,015,532.47		8/1/2022	2.05%	37,135.42	38,718.82	3,469.03	335		
IBM	459200FY8	Corporate Bond	3/25/2021	1,000,000.00	1,071,040.00	1,064,430.77		5/15/2024	0.71%	4,166.67	1,964.86	1,255.89	988		
US Treasury	912828R28	US Treasury Note	7/2/2019	500,000.00	497,246.09	512,187.50		4/30/2023	1.77%	14,859.04	17,663.79	1,502.27	607		
Freddie Mac	3137EAEN5	Gov. Agency Debenture	7/19/2019	2,000,000.00	2,072,358.00	2,091,183.10		6/19/2023	1.79%	105,416.67	71,285.65	6,207.46	657		
FFCB	3133EKV0F	Gov. Agency Debenture	7/22/2019	1,000,000.00	999,630.00	1,024,102.11		1/17/2023	1.89%	37,239.58	36,626.98	3,202.92	504		
Treasury	912828L57	US Treasury Note	7/22/2019	1,200,000.00	1,197,988.40	1,221,234.37		9/30/2022	2.09%	35,516.39	42,014.96	3,674.09	395		
Freddie Mac	3137EADB2	Gov. Agency Debenture	1/17/2020	2,100,000.00	2,132,039.70	2,117,220.00		1/13/2022	2.12%	74,258.34	49,063.54	5,739.51	135		
US Treasury	91282CAW1	Gov. Agency Debenture	7/15/2021	1,200,000.00	1,199,437.50	1,200,046.87	497.28	11/15/2023	0.27%	(497.28)	-	417.29	806		
American Honda	02665WCZ2	Corporate Bond	11/27/2019	1,000,000.00	1,012,410.01	1,049,039.98		6/27/2024	1.12%	48,733.34	33,895.56	3,617.08	1031		
JP Morgan Chase	46625HJE1	Gov. Agency Debenture	2/11/2020	900,000.00	934,587.00	928,849.26		9/23/2022	1.74%	32,662.50	22,179.72	2,723.05	388		
Honeywell Int'l.	438516BW5	Corporate Bond	11/20/2019	1,000,000.00	1,014,660.00	1,051,181.38		7/15/2024	1.64%	39,483.33	31,978.44	3,371.88	1049		
Caterpillar Financial Serv	14913Q2V0	Corporate Bond	2/23/2021	1,000,000.00	1,077,370.00	1,064,795.04		5/17/2024	0.44%	6,650.00	1,582.27	772.44	990		
FNMA	3135G0V75	Gov. Agency Debenture	10/17/2019	1,100,000.00	1,105,833.30	1,142,220.24		7/2/2024	1.63%	33,206.25	30,694.63	3,059.59	1036		
US Bancorp	91159HHV5	Corporate Bond	12/24/2019	1,000,000.00	1,049,040.00	1,066,565.55		1/5/2024	2.12%	54,468.75	32,781.93	3,668.74	857		
FHLB	3133834G3	Gov. Agency Debenture	3/11/2021	1,400,000.00	1,460,522.00	1,448,238.05		6/9/2023	0.19%	7,272.22	854.65	477.37	647		
FFCB	3133EKQA7	Gov. Agency Debenture	10/21/2019	1,000,000.00	1,019,780.00	1,049,519.27		9/10/2024	1.66%	28,831.11	28,373.17	2,846.50	1106		
PNC Financial	693476BN2	Corporate Bond	8/15/2019	1,000,000.00	1,029,280.00	1,013,445.84		2/6/2022	2.12%	51,608.33	39,793.76	3,601.77	159		
FHLB	313379Q69	Gov. Agency Debenture	7/22/2019	1,000,000.00	1,006,960.00	1,015,624.18		6/10/2022	1.87%	40,020.83	36,595.58	3,200.18	283		
FNMA	3135G0V59	Gov. Agency Debenture	11/27/2019	1,540,000.00	1,562,924.44	1,560,529.97		4/12/2022	1.61%	47,643.75	39,792.92	4,246.40	224		
JP Morgan Chase	46625HJT8	Corporate Bond	9/23/2019	1,400,000.00	1,485,414.00	1,513,252.38		2/1/2024	2.39%	100,663.89	61,355.87	5,888.64	884		
American Honda	02665WDH1	Corporate Bond	2/14/2020	600,000.00	603,756.00	616,075.91		5/10/2023	1.75%	16,445.00	14,494.97	1,790.22	617		
FHLB	3130AABG2	US Treasury Note	4/15/2019	1,000,000.00	988,250.00	1,004,438.87		11/29/2021	2.34%	39,791.67	51,343.12	3,944.58	90		
FNMA	3135G0Q89	Gov. Agency Debenture	2/10/2020	1,000,000.00	998,702.00	1,001,317.69		10/7/2021	1.38%	15,927.08	20,147.24	2,468.63	37		
FHLB	3130ALH98	Gov. Agency Debenture	2/26/2021	1,000,000.00	997,610.00	998,437.18		2/26/2024	0.33%	1,250.00	1,119.96	559.98	909		
Treasury	912828M80	US Treasury Note	7/31/2019	1,000,000.00	1,006,175.23	1,023,515.62		11/30/2022	1.81%	37,158.47	35,281.07	3,085.23	456		
Treasury	912828U57	US Treasury Note	7/31/2019	1,000,000.00	1,011,875.00	1,041,796.88		11/30/2022	1.84%	38,958.33	35,502.32	3,144.49	821		
Treasury	912828X70	US Treasury Note	12/30/2019	1,000,000.00	1,010,589.29	1,044,414.06		4/30/2024	1.75%	29,703.30	29,364.36	3,322.24	973		
Treasury	912828XT2	US Treasury Note	10/31/2019	1,000,000.00	1,015,667.41	1,045,039.06		5/31/2024	1.64%	31,639.34	27,624.64	2,816.99	1004		
Wells Fargo	94988J6A0	Corporate Bond	6/24/2020	1,350,000.00	1,370,749.50	1,350,498.08		9/9/2021	0.80%	18,912.83	10,139.92	1,694.54	9		
FFCB	3133EIJ3Q0	Gov. Agency Debenture	8/28/2019	1,500,000.00	1,587,503.75	1,588,544.91		12/21/2023	2.12%	78,223.96	42,086.02	3,882.94	842		
Freddie Mac	3133EKKT2	Gov. Agency Debenture	6/24/2019	1,550,000.00	1,573,188.00	1,597,006.71		2/8/2023	1.82%	82,731.25	57,521.06	4,838.95	526		
Treasury	xxxx														
Subtotal				\$	44,840,000.00	\$ 45,693,180.25	\$ 46,073,593.71	\$ 3,156.84		\$	1,334,876.64	\$ 1,059,368.87	\$ 108,836.62		
BNY MM						275,316.10	275,316.10		0.00%				1		
LAIF						8,888,929.23	8,888,929.23		0.22%			4,230.56	1		
						<b>\$54,857,425.58</b>	<b>\$55,237,839.04</b>			\$	1,334,876.64	\$ 1,059,368.87	\$ 113,067.18		
<b>Matured Assets</b>															
US Treasury				912828Y20	Gov. Agency Debenture	1/31/2020	1,000,000.00	1,016,601.56		7/15/2021	1.47%	38,221.16	20,977.00	609.80	0
Total Investments "Matured"												\$	609.80		
Total Interest FY 20_21 Matured and Current												\$	113,676.98		
<b>Maturity Profile</b>						Amount									
						\$21,371,086.97									
						\$10,345,450.72									
						\$20,123,107.89									
						<b>\$ 3,017,780.00</b>									
						<b>\$54,857,425.58</b>									
<b>Market to Cost Position Report</b>															
						Amortized									
Institution						Cost									
BNY Assets						\$45,693,180.25									
BNY MM						275,316.10									
LAIF						8,888,929.23									
						<b>\$54,857,425.58</b>									



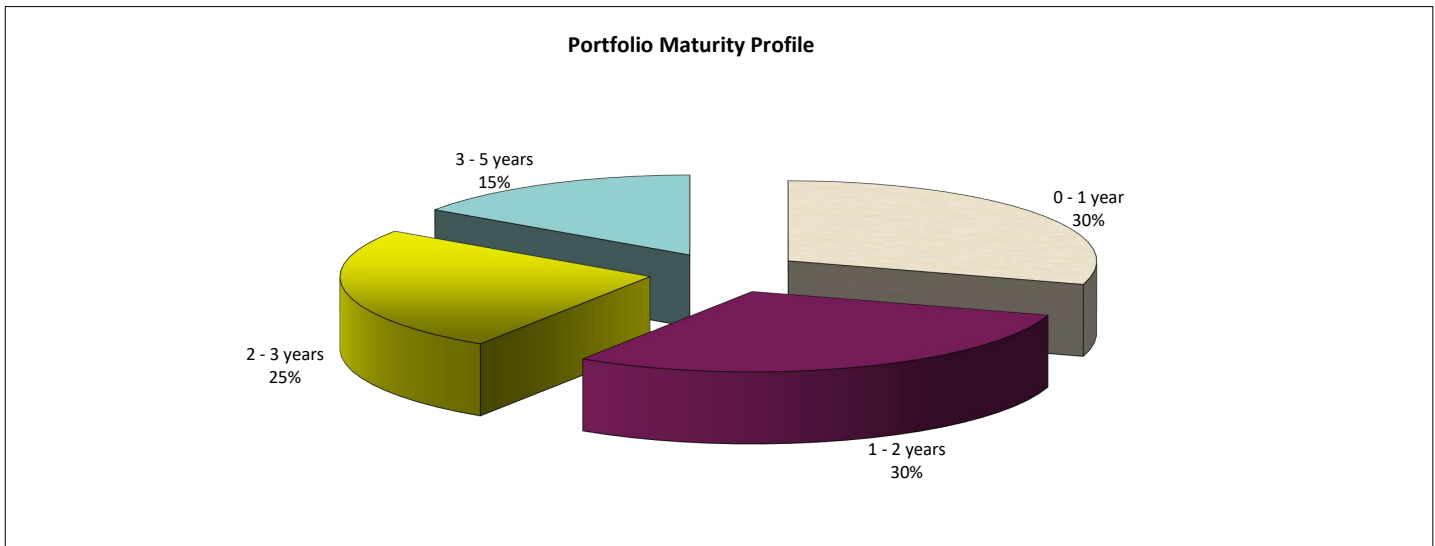
**Town of Los Gatos  
Summary Investment Information  
July 31, 2021**

**Weighted Average YTM Portfolio Yield: 1.32%** **Weighted Average Maturity (days) 519**

	<u>This Month</u>	<u>Last Month</u>	<u>One year ago</u>
<b>Portfolio Balance</b>	\$61,422,761	\$67,951,235	\$60,339,136

**Benchmarks/ References:**

Town's Average Yield	1.32%	1.37%	1.86%
LAIF Yield for month	0.22%	0.26%	0.92%
3 mo. Treasury	0.05%	0.05%	0.10%
6 mo. Treasury	0.05%	0.06%	0.10%
2 yr. Treasury	0.19%	0.25%	0.11%
5 yr. Treasury (most recent)	0.69%	0.89%	0.21%
10 Yr. Treasury	1.47%	1.50%	0.53%

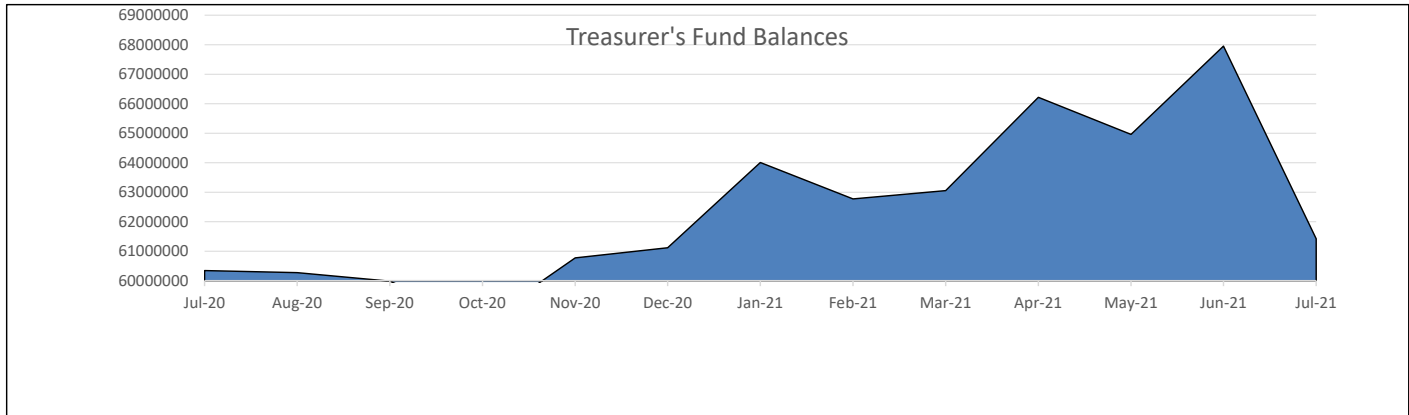
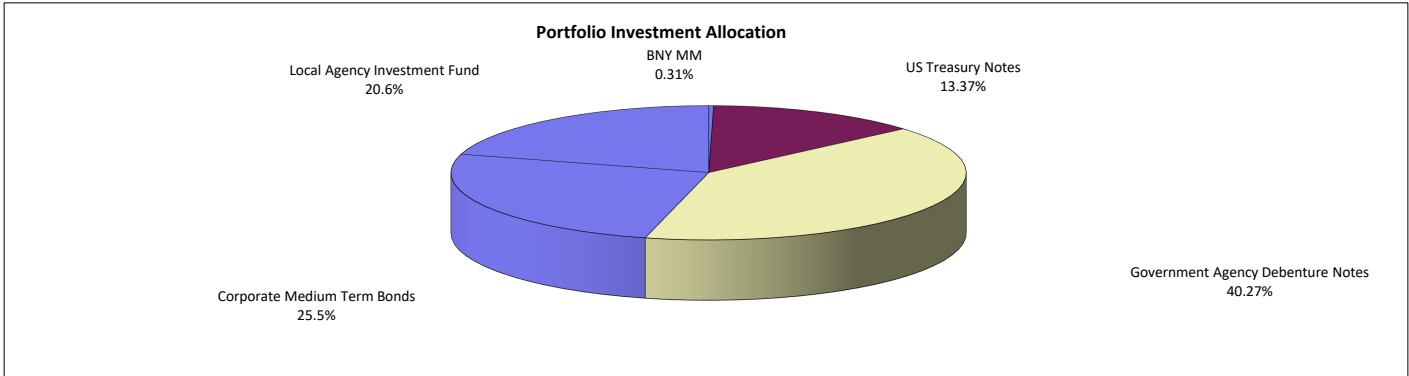


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**Town of Los Gatos**  
**Portfolio Allocation & Treasurer's Fund Balances**  
**July 31, 2021**

	<u>Month</u>	<u>YTD</u>
Fund Balances - Beginning of Month/Period	\$67,951,235.09	\$67,951,235.09
Receipts	6,277,887.55	6,277,887.55
Disbursements	<u>(12,806,361.77)</u>	<u>(12,806,361.77)</u>
Fund Balances - End of Month/Period	<u>\$61,422,760.87</u>	<u>\$61,422,760.87</u>

<u>Portfolio Allocation:</u>	<u>% of Portfolio</u>	<u>Max. % Or \$ Allowed Per State Law or Policy</u>
BNY MM	\$177,226.21	0.31%
US Treasury Notes	\$7,723,182.05	13.37%
Government Agency Debenture Notes	\$23,261,475.69	40.27%
Corporate Medium Term Bonds	\$14,708,522.51	25.47%
Local Agency Investment Fund	<u>\$11,888,929.93</u>	<u>20.58%</u>
Subtotal - Investments	57,759,336.39	100.00%
Reconciled Demand Deposit Balances	<u>3,663,424.48</u>	
<b>Total Treasurer's Fund</b>	<u>\$61,422,760.87</u>	



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**July 31, 2021**

	Beginning Balance	JULY 21 Deposits Realized Gain/Adj.	JULY 21 Interest/ Earnings	JULY 21 Withdrawals	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Series A Reserve Fund	\$ 686,273.80		\$ 5.70		\$ 686,279.50	Note 1
Cert. Of Participation 2010 Ser A Lease Pymt Fund	0.39	1,095,997.64			\$ 1,095,998.03	Note 1
Cert. of Participation 2002 Lease Payment Fund	19.71	541,162.50			\$ 541,182.21	Note 1
Cert. of Participation 2010 Series Reserve Fund	<u>1,298,193.37</u>		4.66	21,135.53	<u>1,277,062.50</u>	Note 2
Total Restricted Funds:	<u>\$ 1,984,487.27</u>	<u>\$ 1,637,160.14</u>	<u>\$ 10.36</u>	<u>\$ 21,135.53</u>	<u>\$ 3,600,522.24</u>	
CEPPT IRS Section 115 Trust	0.00	0.00	0.00	0.00	0.00	
Grand Total COP's and CEPPT Trust	<u>\$ 1,984,487.27</u>	<u>\$ 1,637,160.14</u>	<u>\$ 10.36</u>	<u>\$ 21,135.53</u>	<u>\$ 3,600,522.24</u>	

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

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

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

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

**Town of Los Gatos  
Statement of Interest Earned  
July 31, 2021**

Interest by Month

July 2021	\$57,076.80
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 20202	
May 2022	
June 2022	
	<hr/>
	<u><u>\$57,076.80</u></u>

**Town of Los Gatos Investment Schedule March  
2021**

Institution	CUSIP #	Security	Deposit Date	Par Value	Original Cost	Market Value	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity				
Treasury	91282CAP6	US Treasury Note	6/30/2021	1,000,000.00	995,390.63	997,890.62	259.56	10/15/2023	0.33%	-(259.56)	-	276.88	806				
Toyota Motor Credit	89236TDP7	Corporate Bond	05/20/19	1,100,000.00	1,102,596.00	1,111,598.29		1/11/2022	2.50%	61,251.67	58,418.45	2,345.82	164				
Toyota Motor Credit	89236THA6	Corporate Bond	4/12/2021	500,000.00	510,580.00	509,622.97	881.25	8/25/2023	0.45%	-(881.25)	494.69	194.12	755				
American Express Credit Corp.	0258M0EG0	Corporate Bond	4/5/2021	1,000,000.00	1,020,330.00	1,012,686.03	2,400.00	1/31/2022	0.46%	-(2,400.00)	553.07	199.36	184				
FFCB	3133EKMX1	Gov. Agency Debenture	8/2/2019	1,000,000.00	1,014,400.00	1,048,965.80		2/23/2024	1.90%	40,325.83	36,611.80	1,626.03	937				
FFCB	3133EMBE1	Gov. Agency Debenture	10/8/2020	1,600,000.00	1,598,000.00	1,597,948.69		3/28/2024	0.34%	2,253.34	3,903.24	456.61	971				
FFCB	3133EMCQ3	Gov. Agency Debenture	10/16/2020	2,000,000.00	1,998,000.00	1,999,212.56		10/13/2024	0.31%	2,753.33	4,295.55	518.14	1170				
BankAmerica Corp	06051GHC6	Corporate Bond	10/9/2020	1,300,000.00	1,366,287.00	1,345,687.20		12/20/2023	0.66%	27,227.92	13,250.31	1,555.91	872				
IBM	459200HG9	Corporate Bond	8/8/2019	1,000,000.00	995,010.00	1,016,153.50		8/1/2022	2.05%	27,760.42	38,718.82	1,734.51	366				
IBM	459200YF8	Corporate Bond	3/25/2021	1,000,000.00	1,071,040.00	1,066,301.47		5/15/2024	0.71%	4,166.67	1,964.86	627.95	1019				
US Treasury	912828R28	US Treasury Note	7/2/2019	500,000.00	497,246.09	512,714.85		4/30/2023	1.77%	14,859.04	17,663.79	751.14	638				
Freddie Mac	3137EAEN5	Gov. Agency Debenture	7/19/2019	2,000,000.00	2,072,358.00	2,096,134.10		6/19/2023	1.79%	105,416.67	71,285.65	3,103.73	688				
FFCB	3133EKVFO	Gov. Agency Debenture	7/22/2019	1,000,000.00	999,630.00	1,025,368.59		1/17/2023	1.89%	37,239.58	36,626.98	1,601.46	535				
Treasury	912828L57	US Treasury Note	7/22/2019	1,200,000.00	1,197,988.40	1,222,968.74		9/30/2022	2.09%	35,516.39	42,014.96	1,837.04	426				
Freddie Mac	3137EADB2	Gov. Agency Debenture	1/17/2020	2,100,000.00	2,132,039.70	2,121,664.92		1/13/2022	2.12%	74,258.34	49,063.54	2,869.75	166				
US Treasury	91282CAW1	Gov. Agency Debenture	7/15/2021	1,200,000.00	1,199,437.50	1,200,656.26	497.28	11/15/2023	0.27%	-(497.28)	-	142.06	837				
American Honda	02665WCZ2	Corporate Bond	11/27/2019	1,000,000.00	1,012,410.01	1,052,161.15		6/27/2024	2.12%	36,733.34	33,895.56	1,808.54	1062				
JP Morgan Chase	46625HJE1	Gov. Agency Debenture	2/11/2020	900,000.00	934,587.00	930,500.68		9/23/2022	1.74%	32,662.50	22,179.72	1,361.53	419				
Honeywell Int'l.	438516BW5	Corporate Bond	11/20/2019	1,000,000.00	1,014,660.00	1,051,329.26		7/15/2024	1.64%	27,983.33	31,978.44	1,685.94	1080				
Caterpillar Financial Serv	14913Q2V0	Corporate Bond	2/23/2021	1,000,000.00	1,077,370.00	1,064,889.27		5/17/2024	0.44%	6,650.00	1,582.27	386.22	1021				
FNMA	3135G0V75	Gov. Agency Debenture	10/17/2019	1,100,000.00	1,105,833.30	1,145,420.88		7/2/2024	1.63%	33,206.25	30,694.63	1,529.80	1067				
US Bancorp	91159HHV5	Corporate Bond	12/24/2019	1,000,000.00	1,049,040.00	1,070,768.58		1/5/2024	2.12%	37,593.75	32,781.93	1,834.37	888				
FHLB	3133834G3	Gov. Agency Debenture	3/11/2021	1,400,000.00	1,460,522.00	1,450,459.18		6/9/2023	0.19%	7,272.22	854.65	238.69	678				
FFCB	3133EKQA7	Gov. Agency Debenture	10/21/2019	1,000,000.00	1,019,780.00	1,051,977.99		9/10/2024	1.66%	28,831.11	28,373.17	1,423.25	1137				
PNC Financial	693476BN2	Corporate Bond	8/15/2019	1,000,000.00	1,029,280.00	1,015,632.12		2/6/2022	2.12%	51,608.33	39,793.76	1,800.89	190				
FHLB	313379Q69	Gov. Agency Debenture	7/22/2019	1,000,000.00	1,006,960.00	1,017,522.56		6/10/2022	1.87%	40,020.83	36,595.58	1,600.09	314				
FNMA	3135G0V59	Gov. Agency Debenture	11/27/2019	1,540,000.00	1,562,924.44	1,563,194.05		4/12/2022	1.61%	47,643.75	39,792.92	2,123.20	255				
JP Morgan Chase	46625HJT8	Corporate Bond	9/23/2019	1,400,000.00	1,485,414.00	1,516,765.59		2/1/2024	2.39%	73,538.89	61,355.87	2,944.32	915				
American Honda	02665WDH1	Corporate Bond	2/14/2020	600,000.00	603,756.00	617,168.09		5/10/2023	1.75%	16,445.00	14,494.97	895.11	648				
FHLB	3130AABG2	US Treasury Note	4/15/2019	1,000,000.00	988,250.00	1,006,017.77		11/29/2021	2.34%	39,791.67	51,343.12	1,972.29	121				
FNMA	3135G0Q89	Gov. Agency Debenture	2/10/2020	1,000,000.00	998,702.00	1,002,418.64		10/7/2021	1.38%	15,927.08	20,147.24	1,234.32	68				
FHLB	3130ALH98	Gov. Agency Debenture	2/26/2021	1,000,000.00	997,610.00	998,469.74		2/26/2024	0.33%	-	1,119.96	279.99	940				
Treasury	912828M80	US Treasury Note	7/31/2019	1,000,000.00	1,006,175.23	1,025,078.12		11/30/2022	1.81%	37,158.47	35,281.07	1,542.61	487				
Treasury	912828U57	US Treasury Note	7/31/2019	1,000,000.00	1,011,875.00	1,043,828.12		11/30/2022	1.84%	38,958.33	35,502.32	1,572.25	852				
Treasury	912828X70	US Treasury Note	12/30/2019	1,000,000.00	1,010,589.29	1,046,328.12		4/30/2024	1.75%	29,703.30	29,364.36	1,661.12	1004				
Treasury	912828XT2	US Treasury Note	10/31/2019	1,000,000.00	1,015,667.41	1,047,226.56		5/31/2024	1.64%	31,639.34	27,624.64	1,408.49	1035				
Wells Fargo	94988J6A0	Corporate Bond	6/24/2020	1,350,000.00	1,370,749.50	1,352,525.78		9/9/2021	0.80%	18,912.83	10,139.92	847.27	40				
FFCB	3133EJ3Q0	Gov. Agency Debenture	8/28/2019	1,500,000.00	1,587,503.75	1,592,878.44		12/21/2023	2.12%	78,223.96	42,086.02	1,941.47	873				
Freddie Mac	3133EKKT2	Gov. Agency Debenture	6/24/2019	1,550,000.00	1,573,188.00	1,599,519.42		2/8/2023	1.82%	65,293.75	57,521.06	2,419.47	557				
Treasury	xxxx																
Subtotal				\$	44,840,000.00	\$	45,693,180.25	\$	46,147,654.70	\$	4,038.09	\$	1,224,789.14	\$	1,059,368.87	\$	54,351.72
BNY MM						177,226.21		177,226.21		0.00%							1
LAIF						11,888,929.93		11,888,929.93		0.22%			2,115.28				1
						<b>\$57,759,336.39</b>		<b>\$58,213,810.84</b>			\$	1,224,789.14	\$	1,059,368.87	\$	56,467.00	

Matured Assets	US Treasury	912828Y20	Gov. Agency Debenture	1/31/2020	1,000,000.00	1,016,601.56		7/15/2021	1.47%	38,221.16	20,977.00	609.80	0
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Total Investments "Matured" \$ 609.80

Total Interest FY 20\_21 Matured and Current \$ 57,076.80

Maturity Profile	Amount
0-1 year	\$23,277,987.78
1-2 years	\$11,340,460.72
2-3 years	\$20,123,107.89
3-5 years	<u>\$ 3,017,780.00</u>
	\$57,759,336.39

Market to Cost Position Report	Amortized Cost
Institution	
BNY Assets	\$45,693,180.25
BNY MM	177,226.21
LAIF	11,888,929.93
	<u>\$57,759,336.39</u>

## Town of Los Gatos

### Insight ESG Ratings as of September 30, 2021

Security Description	Maturity Date	Par/Shares	Moody Rating	S&P Rating	Insight ESG Rating	Environment	Social	Governance
TOYOTA MOTOR CREDIT CORP 2.6% 11JAN2022	1/11/2022	\$ 1,100,000	A1	A+	3	3	3	4
AMERICAN EXPRESS CREDIT 2.7% 03MAR2022 (CALLABLE 31JAN22)	3/3/2022	\$ 1,000,000	A2	A-	2	1	2	3
PNC FINANCIAL SERVICES 3.3% 08MAR2022 (CALLABLE 06FEB22)	3/8/2022	\$ 1,000,000	A3	A-	2	3	3	3
IBM CORP 1.875% 01AUG2022	8/1/2022	\$ 1,000,000	A2	A-	3	2	3	4
JPMORGAN CHASE & CO 3.25% 23SEP2022	9/23/2022	\$ 900,000	A2	A-	3	1	3	4
AMERICAN HONDA FINANCE 1.95% 10MAY2023	5/10/2023	\$ 600,000	A3	A-	3	2	4	3
TOYOTA MOTOR CREDIT CORP 1.35% 25AUG2023	8/25/2023	\$ 500,000	A1	A+	3	3	3	4
AMERICAN HONDA FINANCE 3.625% 10OCT2023	10/10/2023	\$ 950,000	A3	A-	3	2	4	3
BANK OF AMERICA CORP 3.004% 20DEC2023 (CALLABLE 20DEC22)	12/20/2023	\$ 1,300,000	A2	A-	3	1	4	4
JPMORGAN CHASE & CO 3.875% 01FEB2024	2/1/2024	\$ 1,400,000	A2	A-	3	1	3	4
US BANCORP 3.375% 05FEB2024 (CALLABLE 05JAN24)	2/5/2024	\$ 1,000,000	A2	A+	3	2	4	3
IBM CORP 3.0% 15MAY2024	5/15/2024	\$ 1,000,000	A2	A-	3	2	3	4
CATERPILLAR FIN SERVICES 2.85% 17MAY24	5/17/2024	\$ 1,000,000	A2	A	3	3	3	4
AMERICAN HONDA FINANCE 2.4% 27JUN2024	6/27/2024	\$ 1,000,000	A3	A-	3	2	4	3
HONEYWELL INTERNATIONAL 2.3% 15AUG2024 (CALLABLE 15JUL24)	8/15/2024	\$ 1,000,000	A2	A	4	3	5	3
<b>Total/Average</b>		<b>\$ 14,750,000</b>			<b>2.9</b>	<b>2.0</b>	<b>3.3</b>	<b>3.6</b>

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 15

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**DATE:** November 11, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Approve Addenda to the Town Employees' Association and the American Federation of State, County and Municipal Employees Memoranda of Understanding and Revisions to the Classification Plans for the Unrepresented Management and Confidential Units; and Authorize Salary and Benefits Budget Adjustments in the Amount of \$85,596 from Available General Fund Capital/Special Projects Reserve

**RECOMMENDATION:**

Approve addenda to the Town Employees' Association (Attachment 1) and the American Federation of State, County and Municipal Employees Memoranda of Understanding (Attachment 2) and revisions to the classification plans for the unrepresented Management (Attachment 5) and Confidential (Attachment 6) units; and authorize salary and benefits budget adjustments in the amount of \$85,596 from available General Fund Capital/Special Projects Reserve.

**BACKGROUND:**

Memoranda of Understanding (MOU) between the Town Employees' Association (TEA) and the American Federation of State, County and Municipal Employees (AFSCME) expired on June 30, 2021. During the August 17, 2021 Council Meeting, Town Council approved the extension of term of the existing AFSCME agreement from July 1, 2021 through June 30, 2022 along with a one-time eight (8) hour floating holiday to be used by June 30, 2022.

In accordance with the Town's Employer-Employee Relations Resolution No. 1974-41, representatives of the Town and TEA have met and conferred in good faith and within the scope of representation to reach an agreement for a successor MOU.

**PREPARED BY:** Lisa Velasco  
Human Resources Director

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

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BACKGROUND (continued):

The Police Officers' Association (POA) MOU expired on September 30, 2021. The Town and POA have had multiple negotiation meetings beginning in August 2021 to attempt to reach a successor agreement. To date, an agreement has not been reached. A request to approve a successor agreement will be brought to a future Town Council meeting following the successful execution of a tentative agreement.

The Management and Confidential units are at-will, unrepresented units of the Town. Unlike the Town's three bargaining groups who negotiate for successor MOU's, recommendations for changes to the Management and Confidential unit classification plans are at the discretion of the Town Manager, with the consent of the Council, based on budget considerations and other factors at that time.

DISCUSSION:

After several meet and confer sessions with TEA without reaching a successful tentative agreement, a State Represented Mediator was assigned to facilitate meetings with the goal of reaching an agreement. Subsequently, a tentative agreement was reached to extend the term of the current agreement from July 1, 2021 through June 30, 2022, implement a two-percent (2%) salary increase, provide a one-time eight (8) hour floating holiday (not available for cash-out) to be used by June 30, 2022, exchange the existing annual holiday bank of hours for Communications Dispatchers and Park Service Officer to an equivalent Holiday-in-Lieu premium pay of 4.25%, and provide an increase in employee tuition reimbursement from \$1,500 per fiscal year to \$3,000 per fiscal year. All other terms and conditions outlined in the TEA MOU will remain status quo and negotiations will commence again in early 2022.

In accordance with a separate negotiated side letter agreement (Attachment 7) with TEA, staff is also requesting that the classifications of Communications Dispatcher and Communications Dispatcher Lead receive salary adjustments of 5.42% and 2.11% respectively, thereby correcting the salary ranges by bringing them to market median to address recruitment and retention issues.

AFSCME was the first bargaining unit to reach an agreement with the Town for a successor agreement and did not receive the benefit of the two-percent (2%) salary increase that was negotiated through mediation for TEA. Staff recommends that Council approve an addendum to the AFSCME MOU for the same two-percent (2%) salary increase for AFSCME members.

Because the Management and Confidential units are at-will and unrepresented, a formal meet and confer process is not required; however, it is recommended that the Town Council approve a two-percent (2%) salary increase, provide a one-time eight (8) hour floating holiday (not available for cash-out) to be used by June 30, 2022, and provide an increase in



DISCUSSION (continued):

employee tuition reimbursement from \$1,500 per fiscal year to \$3,000 per fiscal year. This action would maintain parity with the represented units and the distance between supervisory and non-supervisory classification salary ranges to prevent any overlapping of supervisory and non-supervisory salary ranges within similar career ladders (also known as compaction).

CONCLUSION:

The TEA tentative agreement has been prepared within the parameters provided to the Town's negotiators by the Town Council and has been ratified by TEA membership. A side letter of agreement is in process to adjust the salary ranges to market median for the Communications Dispatcher and Communications Dispatcher Lead classifications. The Town has also met and conferred with AFSCME regarding a two-percent (2%) salary increase for its membership. It is recommended that the parameters of the tentative agreements be approved, and the Town Manager be authorized to execute the addenda to the MOU's for TEA and AFSCME. It is also recommended that the same authority is extended for the Management and Confidential groups regarding the specific compensation and benefit items outlined in the earlier discussion.

FISCAL IMPACT:

The anticipated fiscal impact for all recommended salary increases in FY 2021/22 is \$431,199. The FY 2021/22 Operating Budget forecast included an anticipation of two-percent (2%) increases in Town salaries and benefits, therefore, a budget adjustment is not necessary for the total salary increase cost of \$345,603.

The additional fiscal impact related to the salary adjustments for Communications Dispatcher and Communications Dispatcher Lead classifications is not included in the current Operating Budget. The requested budget adjustment in the amount of \$85,596 from available General Fund Capital/Special Projects Reserve will provide funding for the additional salary and benefit cost for FY 2021/22. Funding to support the ongoing cost in subsequent years will be incorporated into the proposed future year budgets for Council approval.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. TEA Addendum to MOU
2. AFSCME Addendum to MOU
3. TEA Salary Schedule
4. AFSCME Salary Schedule
5. Town Council and Management Salary Schedule

PAGE 4 OF 4

SUBJECT: Approve Addenda to MOU's and Revisions to Unrepresented Classification Plans

DATE: November 11, 2021

Attachments (continued):

6. Confidential Salary Schedule
7. TEA Side Letter

**ADDENDUM TO AGREEMENT  
BETWEEN THE  
TOWN OF LOS GATOS AND TOWN EMPLOYEES' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2018 – JUNE 30, 2021**

The parties agree to the following for the successor MOU:

1. **Term:** July 1, 2021 through June 30, 2022
2. **Compensation:** Effective in the pay period that includes July 1, 2021, the Town will increase salaries for all bargaining unit employees by two percent (2%).
3. **Section 11.8.1 Tuition Reimbursement Program:** The Town will reimburse TEA employees up to \$3,000 per fiscal year toward the cost of books, university/school fees (except parking) and tuition.
4. **Uniform Allowance 11.10.2:** The following language is added - In the event that the Police Department requires Communications Dispatchers to wear a uniform, the parties agree to meet and confer over the impacts and effects of this decision.
5. **Holiday-in-Lieu:** 13.3.3 Communications Dispatchers and Park Services Officers – Effective January 1, 2022, exchange the existing annual holiday bank of 88 hours for the Communications Dispatchers and Park Services Officers to an equivalent Holiday-in-Lieu premium pay of 4.25%.
6. **Closure Days with Paid Leave Allowed:** The following is added to the first paragraph – The Town Manager shall provide at least six-months advance notice prior to making the decision to institute closure of non-essential services between the Christmas and New Year’s holidays. However, nothing in this section shall restrict the Town Manager’s right to make the decision to institute the closure of non-essential services between Christmas and New Year’s with less notice where unforeseen circumstances occur.
7. **Floating Holiday:** Bargaining unit members shall be provided with a one-time floating holiday equivalent to eight (8) hours of paid time off during the term of this Agreement. This floating holiday is not vested, has no cash value, and must be used not later than June 30, 2022. This floating holiday expires on June 30, 2022.
8. **Updating Language:** MOU language not changed by this Agreement shall remain status quo. The parties to update the MOU language by mutual agreement.

**FOR TOWN EMPLOYEES' ASSOCIATION:**

**TOWN OF LOS GATOS:**

\_\_\_\_\_  
Christine Crosson  
Communications Dispatcher Lead

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

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Beca Muniz  
IT Systems Administrator

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Sean Mullin  
Associate Planner

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Daniel Keough  
Librarian

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Cheryl Schiele  
Employee Representation Services, Inc.

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Arn Andrews  
Assistant Town Manager

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Lisa Velasco  
Human Resources Director

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Donna Williamson  
Liebert Cassidy Whitmore

**APPROVED AS TO FORM:**

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Robert Schultz  
Town Attorney

**ADDENDUM TO THE AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND AFSCME  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2018 - JUNE 30, 2021  
EXTENDED JULY 1, 2021 – JUNE 30, 2022**

The parties agree to the following for the current MOU:

1. **Compensation:** Effective in the pay period that includes July 1, 2021, the Town will increase salaries for all bargaining unit employees by two-percent (2%.)
  
2. **All Other Language:** MOU language not changed by this Agreement shall remain status quo.

**FOR AFSCME:**

\_\_\_\_\_  
Carol McEwan  
Business Agent

\_\_\_\_\_  
Sherrie Olsen  
Parks & Maintenance Worker  
AFSCME President

**TOWN OF LOS GATOS:**

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

\_\_\_\_\_  
Arn Andrews  
Assistant Town Manager

\_\_\_\_\_  
Lisa Velasco  
Human Resources Director

\_\_\_\_\_  
Donna Williamson  
Liebert Cassidy Whitmore

**APPROVED AS TO FORM:**

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

**Town of Los Gatos TEA Classifications  
Salary Schedule for Fiscal Year 2021/22  
Effective June 27, 2021  
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4310	Account Technician	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
3580	Administrative Assistant	Hourly	04	\$28.58	\$30.01	\$31.51	\$33.09	\$34.74	\$37.06
4620	Assistant Engineer	Hourly	25	\$45.48	\$47.75	\$50.14	\$52.65	\$55.28	\$58.62
4420	Assistant Planner	Hourly	12	\$39.55	\$41.53	\$43.61	\$45.79	\$48.08	\$51.06
4600	Associate Civil Engineer	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4661	Associate Engineering Technician	Hourly	14	\$39.83	\$41.82	\$43.91	\$46.11	\$48.42	\$51.42
4400	Associate Planner	Hourly	20	\$46.02	\$48.32	\$50.74	\$53.28	\$55.94	\$59.32
4410	Building Inspector	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08
4430	Code Compliance Officer	Hourly	10	\$39.59	\$41.57	\$43.65	\$45.83	\$48.12	\$51.11
4530	Communications Dispatcher	Hourly	14	\$39.83	\$41.82	\$43.91	\$46.11	\$48.42	\$51.42
4535	Communications Dispatcher Lead	Hourly	19	\$47.35	\$49.72	\$52.21	\$54.82	\$57.56	\$61.02
4540	Community Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4615	Construction Project Manager	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4660	Engineering Technician	Hourly	13	\$36.16	\$37.97	\$39.87	\$41.86	\$43.95	\$46.73
4705	Environmental Programs Specialist	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4200	Events and Marketing Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
3501	Executive Assistant	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4900	IT Systems Administrator	Hourly	23	\$49.30	\$51.77	\$54.36	\$57.08	\$59.93	\$63.51
4915	IT Technician	Hourly	07	\$36.95	\$38.80	\$40.74	\$42.78	\$44.92	\$47.75
4810	Librarian	Hourly	16	\$37.79	\$39.68	\$41.66	\$43.74	\$45.93	\$48.81
4830	Library Assistant	Hourly	03	\$27.90	\$29.30	\$30.77	\$32.31	\$33.93	\$36.21
4807	Library Customer Service Specialist	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4805	Library Customer Service Supervisor	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4825	Library Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
4819	Library Tech Specialist	Hourly	15	\$36.62	\$38.45	\$40.37	\$42.39	\$44.51	\$47.32
3181	Office Assistant	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4640	Park Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4560	Parking Control Officer	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4440	Permit Technician	Hourly	09	\$32.90	\$34.55	\$36.28	\$38.09	\$39.99	\$42.57

**Town of Los Gatos TEA Classifications  
Salary Schedule for Fiscal Year 2021/22  
Effective June 27, 2021  
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4425	Planning Technician	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4550	Police Records Specialist	Hourly	05	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56	\$37.92
4630	Public Works Inspector	Hourly	18	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05	\$53.13
4450	Senior Building Inspector	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4831	Senior Library Page	Hourly	02	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34	\$24.04
4565	Senior Parking Control Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4405	Senior Planner	Hourly	28	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$68.22
4610	Senior Public Works Inspector	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4662	Sr. Engineering Technician	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08

Reflects General Increase of 2%

**Town of Los Gatos AFSCME Classifications  
Salary Schedule for Fiscal Year 2021/22  
Effective June 27, 2021 (unless otherwise noted)  
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range AF1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
6619	Assistant Equipment Mechanic	Hourly	09	\$31.04	\$32.59	\$34.22	\$35.93	\$37.73	\$39.62
6620	Equipment Mechanic	Hourly	03	\$35.70	\$37.49	\$39.36	\$41.33	\$43.40	\$45.57
6618	Supervising Equipment Mechanic	Hourly	08	\$41.06	\$43.11	\$45.27	\$47.53	\$49.91	\$52.41
6670	Facility Technician	Hourly	02	\$33.22	\$34.88	\$36.62	\$38.45	\$40.37	\$42.39
6600	Lead Parks & Maintenance Worker	Hourly	07	\$37.91	\$39.81	\$41.80	\$43.89	\$46.08	\$48.38
6650	Parks & Maintenance Worker	Hourly	05	\$30.50	\$32.02	\$33.62	\$35.30	\$37.07	\$38.92
6660	Parks & Maintenance Worker Trainee	Hourly	04	\$24.91	\$26.15	\$27.46	\$28.83	\$30.27	\$31.78
6605	Senior Parks & Maintenance Worker	Hourly	06	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
6610	Town Arborist	Hourly	03	\$36.20	\$38.01	\$39.91	\$41.91	\$44.01	\$46.21

Reflects General Increase of 2%



**Town of Los Gatos Town Council and Management Classifications**  
**Salary Schedule for Fiscal Year 2021/22**  
**Effective June 27, 2021 (unless otherwise noted)**  
**Adopted by Town Council November 16, 2021**

<b>Class Code</b>	<b>Classification Title</b>	<b>Annual Salary Minimum</b>	<b>Annual Salary Maximum</b>
2615	Assistant Parks & Public Works Director/Town Engineer	\$ 141,787	\$ 191,413
2110	Assistant Town Manager	\$ 168,540	\$ 227,529
2420	Chief Building Official	\$ 128,453	\$ 173,411
2400	Community Development Director	\$ 164,425	\$ 221,974
2180	Community Outreach Coordinator	\$ 88,692	\$ 119,734
2130	Economic Vitality Manager	\$ 122,262	\$ 165,054
2310	Finance and Budget Manager	\$ 128,453	\$ 173,411
2300	Finance Director	\$ 160,419	\$ 216,565
2200	Human Resources Director	\$ 148,965	\$ 201,103
2900	Information Technology Manager	\$ 128,453	\$ 173,411
2800	Library Director	\$ 148,965	\$ 201,103
2820	Library Division Manager	\$ 97,899	\$ 132,163
2600	Parks & Public Works Director	\$ 164,425	\$ 221,974
2645	Parks & Public Works Operations Manager	\$ 110,764	\$ 149,531
2630	Parks & Public Works Superintendent	\$ 128,453	\$ 173,411
2412	Planning Manager	\$ 128,453	\$ 173,411
2510	Police Captain	\$ 152,689	\$ 206,130
2500	Police Chief	\$ 172,753	\$ 233,217
2545	Police Records & Communication Manager	\$ 119,280	\$ 161,028
2140	Senior Administrative Analyst	\$ 95,511	\$ 128,940
2650	Senior Civil Engineer	\$ 122,262	\$ 165,054
2000	Town Attorney - Council Appointed ( <i>Effective 9/19/21, Adopted by Town Council 11/16/21</i> )		\$ 249,900
2190	Town Clerk	\$ 128,453	\$ 173,411
2100	Town Manager - Council Appointed ( <i>Effective 8/22/21, Adopted by Town Council 11/16/21</i> )		\$ 267,750
2655	Transportation & Mobility Manager	\$ 119,280	\$ 161,028
1000	Town Council ( <i>Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18</i> )	\$570 Stipend per month, for a total compensation of \$6,840 per year	

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

**Reflects a General Increase of 2%**

**Town of Los Gatos Confidential Classifications  
Salary Schedule for Fiscal Year 2021/22  
Effective June 27, 2021  
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range CF1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
3300	Accountant/Finance Analyst	Hourly	07	\$43.65	\$45.83	\$48.12	\$50.53	\$53.06	\$56.29
3000	Administrative Analyst	Hourly	07	\$43.65	\$45.83	\$48.12	\$50.53	\$53.06	\$56.29
3518	Administrative Assistant	Hourly	09	\$30.01	\$31.51	\$33.09	\$34.74	\$36.48	\$38.88
3115	Administrative Technician	Hourly	04	\$37.64	\$39.52	\$41.50	\$43.58	\$45.76	\$48.63
3190	Deputy Clerk	Hourly	08	\$35.82	\$37.61	\$39.49	\$41.46	\$43.53	\$46.29
3500	Executive Assistant to Chief of Police	Hourly	03	\$35.82	\$37.61	\$39.49	\$41.46	\$43.53	\$46.29
3100	Executive Assistant to Town Manager	Hourly	05	\$37.64	\$39.53	\$41.51	\$43.59	\$45.77	\$48.64
3015	Human Resources Technician	Hourly	02	\$34.10	\$35.81	\$37.60	\$39.48	\$41.45	\$44.10
3200	Legal Administrative Assistant	Hourly	02	\$34.10	\$35.81	\$37.60	\$39.48	\$41.45	\$44.10
3180	Office Assistant	Hourly	01	\$27.99	\$29.39	\$30.86	\$32.40	\$34.02	\$36.30
3301	Payroll Technician	Hourly	06	\$37.64	\$39.52	\$41.50	\$43.58	\$45.76	\$48.63

***Reflects General Increase of 2% and includes 5% Confidential Premium***

**SIDE LETTER OF AGREEMENT  
BETWEEN THE  
TOWN OF LOS GATOS AND TOWN EMPLOYEES' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2018 – JUNE 30, 2021**

The parties agree to the following equity adjustments:

1. **Communications Dispatcher Lead:** Effective in the pay period that includes July 1, 2021, the Town will provide an equity increase of 2.11%.
2. **Communications Dispatcher:** Effective in the pay period that includes July 1, 2021, the Town will provide an equity increase of 5.42%

**FOR TOWN EMPLOYEES' ASSOCIATION:**

\_\_\_\_\_  
Christine Crosson  
Communications Dispatcher Lead

\_\_\_\_\_  
Beca Muniz  
IT Systems Administrator

\_\_\_\_\_  
Sean Mullin  
Associate Planner

\_\_\_\_\_  
Daniel Keough  
Librarian

\_\_\_\_\_  
Cheryl Schiele  
Employee Representation Services, Inc.

**TOWN OF LOS GATOS:**

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

\_\_\_\_\_  
Arn Andrews  
Assistant Town Manager

\_\_\_\_\_  
Lisa Velasco  
Human Resources Director

\_\_\_\_\_  
Donna Williamson  
Liebert Cassidy Whitmore

**APPROVED AS TO FORM:**

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 15

ADDENDUM

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DATE: November 12, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve Addenda to the Town Employees' Association and the American Federation of State, County and Municipal Employees Memoranda of Understanding and Revisions to the Classification Plans for the Unrepresented Management and Confidential Units; and Authorize Salary and Benefits Budget Adjustments in the Amount of \$85,596 from Available General Fund Capital/Special Projects Reserve

**REMARKS:**

Attachment 8 contains corrections to the salary ranges for Communications Dispatcher and Communications Dispatcher Lead.

**ATTACHMENTS:**

**Previously received with the Staff Report:**

1. TEA Addendum to MOU
2. AFSCME Addendum to MOU
3. TEA Salary Schedule
4. AFSCME Salary Schedule
5. Town Council and Management Salary Schedule
6. Confidential Salary Schedule
7. TEA Side Letter

**Received with this Addendum:**

8. Corrected TEA Salary Schedule

**PREPARED BY:** Lisa Velasco  
Human Resources 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 TEA Classifications**  
**Salary Schedule for Fiscal Year 2021/22**  
**Effective June 27, 2021**  
**Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4310	Account Technician	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
3580	Administrative Assistant	Hourly	04	\$28.58	\$30.01	\$31.51	\$33.09	\$34.74	\$37.06
4620	Assistant Engineer	Hourly	25	\$45.48	\$47.75	\$50.14	\$52.65	\$55.28	\$58.62
4420	Assistant Planner	Hourly	12	\$39.55	\$41.53	\$43.61	\$45.79	\$48.08	\$51.06
4600	Associate Civil Engineer	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4661	Associate Engineering Technician	Hourly	14	\$39.83	\$41.82	\$43.91	\$46.11	\$48.42	\$51.42
4400	Associate Planner	Hourly	20	\$46.02	\$48.32	\$50.74	\$53.28	\$55.94	\$59.32
4410	Building Inspector	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08
4430	Code Compliance Officer	Hourly	10	\$39.59	\$41.57	\$43.65	\$45.83	\$48.12	\$51.11
4530	Communications Dispatcher	Hourly	14	\$41.95	\$44.05	\$46.25	\$48.56	\$50.99	\$54.12
4535	Communications Dispatcher Lead	Hourly	19	\$48.33	\$50.75	\$53.29	\$55.95	\$58.75	\$62.27
4540	Community Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4615	Construction Project Manager	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4660	Engineering Technician	Hourly	13	\$36.16	\$37.97	\$39.87	\$41.86	\$43.95	\$46.73
4705	Environmental Programs Specialist	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4200	Events and Marketing Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
3501	Executive Assistant	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4900	IT Systems Administrator	Hourly	23	\$49.30	\$51.77	\$54.36	\$57.08	\$59.93	\$63.51
4915	IT Technician	Hourly	07	\$36.95	\$38.80	\$40.74	\$42.78	\$44.92	\$47.75
4810	Librarian	Hourly	16	\$37.79	\$39.68	\$41.66	\$43.74	\$45.93	\$48.81
4830	Library Assistant	Hourly	03	\$27.90	\$29.30	\$30.77	\$32.31	\$33.93	\$36.21
4807	Library Customer Service Specialist	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4805	Library Customer Service Supervisor	Hourly	08	\$34.15	\$35.86	\$37.65	\$39.53	\$41.51	\$44.17
4825	Library Specialist	Hourly	06	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61	\$39.02
4819	Library Tech Specialist	Hourly	15	\$36.62	\$38.45	\$40.37	\$42.39	\$44.51	\$47.32
3181	Office Assistant	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4640	Park Services Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4560	Parking Control Officer	Hourly	01	\$26.14	\$27.45	\$28.82	\$30.26	\$31.77	\$33.94
4440	Permit Technician	Hourly	09	\$32.90	\$34.55	\$36.28	\$38.09	\$39.99	\$42.57

**Town of Los Gatos TEA Classifications  
Salary Schedule for Fiscal Year 2021/22  
Effective June 27, 2021  
Adopted by Town Council November 16, 2021**

Class Code	Classification Title	Rate Type	Range TE1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4425	Planning Technician	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4550	Police Records Specialist	Hourly	05	\$29.26	\$30.72	\$32.26	\$33.87	\$35.56	\$37.92
4630	Public Works Inspector	Hourly	18	\$41.18	\$43.24	\$45.40	\$47.67	\$50.05	\$53.13
4450	Senior Building Inspector	Hourly	27	\$51.74	\$54.33	\$57.05	\$59.90	\$62.90	\$66.63
4831	Senior Library Page	Hourly	02	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34	\$24.04
4565	Senior Parking Control Officer	Hourly	11	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$43.56
4405	Senior Planner	Hourly	28	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	\$68.22
4610	Senior Public Works Inspector	Hourly	26	\$49.64	\$52.12	\$54.73	\$57.47	\$60.34	\$63.94
4662	Sr. Engineering Technician	Hourly	24	\$44.28	\$46.49	\$48.81	\$51.25	\$53.81	\$57.08

Reflects General Increase of 2%



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 16

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DATE: November 11, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Quitclaim a 1947 Sewer Line Easement at 101 Blossom Hill Road

**RECOMMENDATION:**

Authorize the Town Manager to quitclaim a 1947 sewer line easement at 101 Blossom Hill Road.

**BACKGROUND:**

On April 23, 2021, the property owners of the parcel at 101 Blossom Hill Road (Assessor's Parcel Number 529-11-036) filed an application to request abandonment of a sewer line easement of record within the property (Attachment 2). The Grant Deed for the sewer line easement was recorded May 8, 1947 in Book 1469, Page 599, of the Official Records of the County of Santa Clara (Attachment 3), which allowed for "the privilege of constructing and maintaining a sewer line across the easterly portion of that certain property."

**DISCUSSION:**

The easement is said to be within the area designated as "CALIF. AUTO ASS'N" on the Record of Survey recorded July 30, 1965, in Book 198 of Maps, page 2, Santa Clara County Records (Attachment 4). The deed does not precisely describe the location of this easement. The Town is identified as one of the parties holding an interest in this 1947 sewer easement due to a transfer of the lands disclosed by the Grant Deed recorded in 1977 described as portions of the public street on North Santa Cruz Avenue adjacent to the parcel.

**PREPARED BY:** WooJae Kim  
Town Engineer

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

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Quitclaim a 1947 Sewer Line Easement at 101 Blossom Hill Road

DATE: November 11, 2021

DISCUSSION (continued):

Submitted as part of the application package is a letter from the West Valley Sanitation District, dated August 31, 2016, confirming that the sanitary sewer conveyance line for the adjoining properties does not utilize, nor plan to utilize, the 1947 Grant Deed easement. With the confirmation from the West Valley Sanitary District, the Town has no public interests and purpose in maintaining the sewer easement in question at 101 Blossom Hill Road.

The Streets and Highways Code Section 8333(a) permits the legislative body of a local agency, or any public officer or employee authorized or delegated by the legislative body, to summarily vacate a public service easement when the easement has not been used for "the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation."

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to quitclaim the 1947 sewer line easement (Attachment 1) as requested by the applicant at 101 Blossom Hill Road and authorize the Town Clerk to file for recordation.

COORDINATION:

This project has been coordinated with the Town Attorney.

FISCAL IMPACT:

No fiscal impact is anticipated.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act - Section 15305: Minor Alterations in Land Use Limitations.

Attachments:

1. Easement Quitclaim Deed
2. Request for Abandonment of Easement at 101 Blossom Hill Road
3. Grant Deed, Book 1469 of Official Records, Page 599
4. Record of Survey, Book 198 of Maps, Page 2, Office of the County Surveyor



**Recording Requested by:**

TOWN OF LOS GATOS

**WHEN RECORDED MAIL TO:**

TOWN CLERK  
TOWN OF LOS GATOS  
110 E. MAIN STREET  
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 and STREETS AND HIGHWAYS CODE 8336)

**EASEMENT QUITCLAIM DEED**

101 Blossom Hill Road, Los Gatos, CA 95032  
APN: 529-11-036

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **\$0.00**; CITY TRANSFER TAX **\$0.00**; SURVEY MONUMENT FEE **\$0.00**

QUITCLAIM OF EASEMENT CONSIDERATION IS LESS THAN \$100.00, R & T 11911.

THIS EASEMENT QUITCLAIM DEED (this "**Quitclaim**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**"), by the Town of Los Gatos, a municipal corporation of the State of California ("**Grantor**"), in favor of MobileFrame LLC, a California limited liability company, as to an undivided 50% interest and Lonny L. Oswalt and Patricia A. Oswalt, husband and wife, as community property, as to an undivided 50% interest, as tenants in common (collectively, "**Owner**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Grantor does hereby remise, release, transfer and forever quitclaim to Owner all of Grantor's right, title and interest, if any, in and to that easement for constructing and maintaining a sewer line granted under that certain Grant Deed recorded on May 8, 1947, in Book 1469, Page 599 under Recorder's Serial Number 459143, of the Official Records of the County of Santa Clara, California (the "**Easement**"), to the extent such Easement encumbers the real property owned by Owner commonly known as 101 Blossom Hill Road, located in the Town of Los Gatos, County of Santa Clara, California, as more particularly described on Exhibit A attached hereto (the "**Property**").

This Quitclaim shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ATTACHMENT 1

Mail Tax Statement To: **MobileFrame LLC, 19605 Redberry Drive, Los Gatos, CA 95030**

This Quitclaim shall be governed by and construed in accordance with the laws of the State of California without regard to any choice of law principles. Venue for all court proceedings or alternative forms of dispute resolution proceedings shall be Santa Clara County, California.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim, to be effective as of the Effective Date.

GRANTOR:  
Town of Los Gatos

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Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

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Robert Schultz, Town Attorney

ATTEST:

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Shelley Neis, Town Clerk

Exhibit A

Legal Description

Real property in the City of Los Gatos, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PARCEL "A", SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

EXCEPTING FROM SAID PARCEL ONE ABOVE THE TITLE AND EXCLUSIVE RIGHTS TO ALL MINERALS EXCEPTING AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, RECORDED NOVEMBER 29, 1963 IN BOOK 6290 OFFICIAL RECORDS, PAGE 64, AS FOLLOWS:

EXCEPTING AND RESERVING HOWEVER, TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOREVER, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USED OF THE LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS; PROVIDED, HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISES OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON.

PARCEL TWO:

PARCEL "B" AS SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

PARCEL THREE:

BEGINNING AT A POINT IN THE CENTER LINE OF SANTA CRUZ AVENUE, ALSO KNOWN AS SAN TOMAS AQUINO ROAD, WHERE THE SAME IS INTERSECTED BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF WILLIAMS STREET, 40 FEET WIDE; SAID NORTHEASTERLY LINE OF WILLIAMS STREET BEING THE SOUTHWESTERLY LINE OF THAT CERTAIN 114.12 ACRE TRACT OF LAND FORMERLY THE PROPERTY OF OWEN GAFFNEY;  
THENCE RUNNING NORTH 21° 18' EAST AND ALONG THE CENTER LINE OF SANTA CRUZ AVENUE, 152 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY J. H. SINGER, ET AL, TO WILLIAM B. WILLIAMS BY DEED DATED SEPTEMBER 03, 1912 AND RECORDED SEPTEMBER 25, 1912 IN BOOK 390 OF DEEDS, PAGE 359, SANTA CLARA COUNTY RECORDS;  
THENCE LEAVING SAID LINE OF SANTA CRUZ AVENUE AND RUNNING ALONG THE NORTHEASTERLY LINE OF SAID LAND SO CONVEYED TO WILLIAMS, SOUTH 64° 48' EAST 230.5 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION;  
THENCE SOUTH 21° 18' WEST AND ALONG SAID LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 152 FEET TO A POINT ON THE NORTHEASTERLY LINE OF WILLIAMS STREET;

THENCE RUNNING ALONG SAID LINE OF WILLIAMS STREET, NORTH 64° 48' WEST 230.50 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOT 6 OF THE PARR PARTITION IN THE RANCHO RINCONADA DE LOS GATOS.

APN: 529-11-036



ANDREW L. FABER  
PEGGY L. SPRINGGAY  
SAMUEL L. FARB  
JAMES P. CASHMAN  
STEVEN J. CASAD  
NANCY J. JOHNSON  
JEROLD A. REITON  
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MARIA I. PALOMARES  
CHRISTIAN D. WICK

FOUNDERS

SANFORD A. BERLINER (d. 2020)  
SAMUEL J. COHEN

OF COUNSEL

STEVEN L. HALLGRIMSON  
FRANK R. UBHAUS  
RALPH J. SWANSON

NANCY L. BRANDT  
LESLIE KALIM MCHUGH  
BRADLEY HEBERT

April 26, 2021

**VIA FEDEX**

Michael Weisz  
Senior Civil Engineer  
Parks and Public Works  
Engineering Division  
41 Miles Avenue  
Los Gatos, CA 95030  
[MWeisz@losgatosca.gov](mailto:MWeisz@losgatosca.gov)

Re: *MobileFrame, LLC v. Harriet Kennedy, et. al*  
Santa Clara County Case No. 16CV299942  
Our File No.: 22915-003

Dear Mr. Weisz:

Our law firm represents MobileFrame, LLC, Lonny Oswalt, and Patricia Oswalt. MobileFrame, LLC, filed the above-entitled action (the “Action”) to establish the abandonment of a sewer line easement created in 1947 (the “1947 Easement”) on our clients’ property located at 101 Blossom Hill Road, Los Gatos, CA 95032 (the “Property”). As we have discussed with you and Mr. Schultz, the 1947 Easement has not been used for at least 45 years, if ever, and the surrounding properties are served by a sewer line installed pursuant to a different easement in a different location. We are filing the Request to Abandon Easement with the Town of Los Gatos (the “Town”) because our clients cannot move forward with seeking a judgment in the Action until the Town’s interest and any interest that West Valley Sanitation District holds in the 1947 Easement are eliminated.

The 1947 Easement serves no function for the Town or WVSD. The Town, and possibly WVSD, only acquired an interest in the 1947 Easement because the Town owns two strips of land that were once part of the property that originally benefitted from the 1947 Easement before that

Michael Weisz  
April 26, 2021

property was subdivided into different parcels. As indicated by the Litigation Guarantee enclosed, the relevant strips of land that the Town owns are now part of the public street, North Santa Cruz Avenue. Thus, the Town's acquisition of the 1947 Easement appears to have been entirely incidental, and it appears that the Town has never used it and has no foreseeable use for it.

The 1947 Easement serves no function for the neighboring residential properties, which, according to the enclosed letter from the West Valley Sanitation District (the "WVSD Letter") have been served by the current sewer line since 1974. A land title specialist has confirmed that the current sewer line is not in the same location as the Abandoned Easement. Enclosed is a color-coded diagram (the "Diagram") created by the land title specialist depicting the location of the Easement in relation to other easements on the property, and well as his Declaration regarding the location of the 1947 Easement. The 1947 Easement is depicted in yellow on the Diagram, and the current sewer line, which is in a different location than the 1947 Easement and was installed pursuant to a different easement, is depicted in red on the Diagram.

As the nearby properties are served by a different sewer line installed pursuant to a different easement, the 1947 Easement serves no purpose to the Town, WVSD, or the nearby property owners.

In light of the fact that a land title specialist has already prepared the Diagram showing the location of the 1947 Easement in comparison to the location of the sewer line currently in use, we would request that the Town waive the requirement for a map prepared by a licensed civil engineer.

Please do not hesitate to call me if you have any questions about this matter. Our timeline is urgent because there is a limited amount of time before we are required to seek judgment in the Action, due to statutory requirements. My direct line is (408) 489-2758.

Sincerely,

BERLINER COHEN, LLP

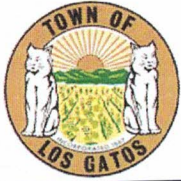


ELLEN M. TAYLOR

E-Mail: ellen.taylor@berliner.com

EMT:  
Enclosures





TOWN OF LOS GATOS
REQUEST FOR ABANDONMENT OF EASEMENT

Property Address: 101 Blossom Hill Road, Los Gatos, California Application Date: 04 / 23 / 21
Easement Description: 1947 sewer line easement that has not been used for at least 45 years, if ever.
Applicant: Lonny Oswalt, Patricia Oswalt, and MobileFrame, LLC Email:
Address: 19605 Redberry Drive City: Los Gatos Zip: 95030

ADDITIONAL INFORMATION:

- 1. Property Owner: Name: Lonny Oswalt, Patricia Oswalt Email: ellen.taylor@berliner.com
Address: 101 Blossom Hill Road APN: 529 - 11 - 36
City: Los Gatos State: CA Zip: 95030 Phone: (408) 489-2758
2. Property Owner: Name: MobileFrame, LLC Email: ellen.taylor@berliner.com
Address: 101 Blossom Hill Road, Los Gatos, California APN: 529 - 11 - 36
City: Los Gatos State: CA Zip: 95030 Phone: (408) 489-2758
3. Licensed Surveyor or Civil engineer responsible for preparing map:
Shall be prepared by a Registered Civil Engineer or Licensed Land Surveyor (Secs. 6731 and 8726, California Gov't Code)
Name: Please see attached Letter of Justification. Reg. No.: PLS - 5615 Exp. Date: 09 / 30 / 22
Firm: Curt Dunbar / Alpha Land Surveys, Inc. Email: curt@alpha-surveyors.com
Address: 4444 Scotts Valley Drive, Suite 7B Phone: (408) 645-4288
City: Scotts Valley, State: CA Zip: 95066

THE ITEMS LISTED BELOW MUST BE SUBMITTED WITH THIS APPLICATION:

- [x] Application Fee (see Fee Schedule) [x] Letter of Justification (PDF)
[x] Copy of deed(s) to adjacent property(ies) (PDF) [x] Map of area requested to be abandoned (PDF)

The following items are to be submitted for the abandonment of easement, when the application has been approved by the Parks and Public Works Director, and prior to forwarding to the Town Council for public hearing.

- [x] Processing Fee (see Fee Schedule)
[ ] 8 1/2"x11" Map and legal description of area to be abandoned prepared by a Licensed Land Surveyor (PDF)

SIGNATURE OF OWNER (REQUIRED):

[Signature] Date: 04 / 23 / 21
Print Name: Lonny Oswalt Title: CEO of MobileFrame

SIGNATURE OF APPLICANT (IF OTHER THAN OWNER):

Date: / /
Print Name: Title:



August 31, 2016

Tom Laughlin  
Mobile Frame LLC  
101 Blossom Hill Road  
Los Gatos, CA 95032

Re: Augusta Court Existing Sanitary Sewer System

Dear Mr. Laughlin:

Please accept this letter as the West Valley Sanitation District's (District) confirmation that the following properties in the Town of Los Gatos:

- 1 Augusta Court – APN 529-11-048
- 2 Augusta Court – APN 529-11-003
- 3 Augusta Court – APN 529-11-004
- 696 N Santa Cruz Ave – APN 529-11-045
- 5 Augusta Court – APN 529-11-006
- 6 Augusta Court – APN 529-11-005

discharge through an existing sewer system as shown in Attached Figure 1. At a minimum these properties have been utilizing this sewer system since 1974. At this time the District has no plans to relocate or reconfigure the existing sewer system serving these properties.

Please contact me at (408)385-3030 or [akam@westvalleysan.org](mailto:akam@westvalleysan.org) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Kam', written in a cursive style.

Alan Kam  
Senior Civil Engineer

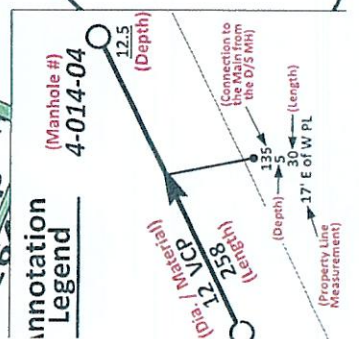
Attachment – Figure 1 District Sewer Map



FOR INFORMATION ONLY -  
NOT FOR CONSTRUCTION  
VERIFY PRIOR TO  
CONSTRUCTION



Figure 1



1 CHRISTIAN E. PICONE, CA STATE BAR NO. 218275  
ELLEN M. TAYLOR, CA STATE BAR NO. 312018  
2 BERLINER COHEN  
TEN ALMADEN BOULEVARD  
3 ELEVENTH FLOOR  
SAN JOSE, CALIFORNIA 95113-2233  
4 TELEPHONE: (408) 286-5800  
FACSIMILE: (408) 998-5388  
5 christian.picone@berliner.com  
ellen.taylor@berliner.com

6 ATTORNEYS FOR PLAINTIFF MOBILEFRAME, LLC

7  
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

9  
10 MOBILEFRAME, LLC,

11 Plaintiff,

12 v.

13 HARRIET W. KENNEDY,  
14 MICHAEL DAVID HAUN,  
15 ALLYSON DREW HAUN,  
16 DONALD P. ARNAUDO,  
17 ROSE M. ARNAUDO,  
18 NICHOLAS M. STRUTHERS,  
19 JULIE STRUTHERS,  
20 PRAVEEN ISHAWARDAS CHANG,  
21 VASHA A. MANEK  
22 DOES 1 THROUGH 100, inclusive,  
23 Defendant(s)

CASE NO. 1-14-CV-268625

DECLARATION OF JIM WELLER IN  
SUPPORT PLAINTIFF MOBILFRAME,  
LLC'S BRIEF IN SUPPORT OF REQUEST  
FOR JUDGMENT

24 I, JIM WELLER, declare:

25 1. I am an expert land title examiner, analyst, and advisor practicing independently from  
26 my office in Capitola, California. My qualifications and expertise come from more than forty years'  
27  
28

1 professional experience in land title practice, in connection with a wide variety of California real  
2 property transactions and litigation.

3 2. Counsel for MobileFrame, LLC (“MobileFrame”) provided me with a copy of a  
4 Preliminary Report by First American Title Insurance Company dated as of December 30, 2019,  
5 Order No. NCS-995887-SC, concerning certain land (the “Property”) situate in the City or Town of  
6 Los Gatos, Santa Clara County, California (“Preliminary Report”). The Property is commonly  
7 known as 101 Blossom Hill Road (APN 529-11-036), and is owned by MobileFrame, LLC. A true  
8 and correct copy of the Preliminary Report is attached to the Index of Exhibits Filed in Support of  
9 Plaintiff MobileFrame, LLC’s Brief in Support of Request for Judgment (“Index”) as **Exhibit B** and  
10 incorporated herein.

11 3. Title to the Property, according to the Preliminary Report, is vested in MobileFrame  
12 LLC, a California limited liability company, as to an undivided 50% interest, and Lonny L. Oswalt  
13 and Patricia A. Oswalt, husband and wife, as to an undivided 50% interest, as tenants in common.

14 4. The Property is described, in the Preliminary Report, in three parts, each identified as  
15 a PARCEL. In this description, PARCEL ONE is the same as “Pcl. A,” so designated and delineated  
16 on a Record of Survey recorded July 30, 1965 in Book 198 of Maps, page 2, Santa Clara County  
17 Records. PARCEL TWO is the same as “Pcl. B,” so designated and delineated on the same Record  
18 of Survey. “Pcl. A” and “Pcl. B” were formerly owned by the Town of Los Gatos. Previously, “Pcl.  
19 A” was part of the former Southern Pacific Railroad Company right of way. PARCEL THREE in the  
20 Prelim is a parcel of land situated at the corner of Santa Cruz Avenue and Blossom Hill Road  
21 adjoining “Pcl. A” and designated as “CALIF. AUTO ASS’N.” on the same Record of Survey.

22 5. According to the Preliminary Report, among other matters, there are four easements  
23 of record for subsurface water and sewer utility purposes encumbering the title to the Property. The  
24 areas of the Property affected by those easements, respectively, are as described in the relevant  
25 recorded documents, and as shown on the diagram I have made to depict those easement areas (the  
26 “Map”). A true and correct copy of the Map is attached to the Index as **Exhibit D** and incorporated  
27 herein.  
28

1           6.       According to the Preliminary Report, the first easement of record was created through  
2 a Grant Deed dated April 2, 1947 by Columbus Z. Reed and Vera Reed to George W. Monk  
3 (“Monk”), recorded May 8, 1947 in Volume 1469, pages 599, Official Records of Santa Clara  
4 County, conveying title as to “the privilege of constructing and maintaining a sewer line across the  
5 easterly portion of [PARCEL THREE] . . . [the] sewer line to be run parallel with the Southern  
6 Pacific Railroad Company right of way extending from Williams Street [Blossom Hill Road] to the  
7 land owned by George W. Monk . . .” (the “1947 Grant”). The land of George W. Monk referred to  
8 in the 1947 Grant is designated as “E & M MONK” on the Record of Survey. The area of the  
9 Property affected by this easement or privilege is depicted in yellow on the Map.

10           7.       The second easement of record identified in the Preliminary Report was created  
11 through a Grant Deed dated November 3, 1952 by Town of Los Gatos to San Jose Water Works,  
12 recorded November 14, 1952 in Volume 2525, pages 75-79, Official Records of Santa Clara County,  
13 conveying title as to “the right and privilege of excavating for and laying pipe lines [etc.] for . . .  
14 water” within a 5-foot wide strip of land along the westerly side of “Pcl. B.” The area of the Property  
15 affected by this easement, right, or privilege is depicted in blue on the Map.

16           8.       The third easement of record identified in the Preliminary Report was created through  
17 a Grant Deed dated September 28, 1960 by Southern Pacific Company to County Sanitation District  
18 No. 4, recorded December 1, 1960 in Volume 4998, pages 630--79, Official Records of Santa Clara  
19 County, conveying title as to “an easement for the purpose of constructing, maintaining and  
20 operating a sanitary sewer pipe line” within a 15-foot wide strip of land along the easterly side of  
21 “Pcl. A.” The area of the Property affected by this easement is depicted in red on the Map.

22           9.       The fourth easement of record identified in the Preliminary Report was created  
23 through a Grant Deed dated April 22, 1969 by Town of Los Gatos to Independent Insurance Service,  
24 Inc., recorded December 1, 1960 in Volume 4998, pages 630--79, Official Records of Santa Clara  
25 County, reserving to the Town of Los Gatos title as to “an easement for the purpose of constructing,  
26 operating, maintaining [etc.] public underground drainage pipes and sewer lines” within a 10-foot  
27 wide strip of land along the westerly side of “Pcl. A.” The area of the Property affected by this  
28 easement is is depicted in green on the Map.

1           10.     Although the Preliminary Report indicates that 1947 Grant created an easement, it is  
2 noteworthy that the grant to Monk was “the privilege of constructing and maintaining a sewer line”  
3 but not a “right” to do so, or a “right of way,” as is usual in easement wordage. The omission of the  
4 word “right,” or “right of way” may signify that the grantor had an intent to grant a license or permit,  
5 but not a perpetual easement.

6           11.     A sewer diagram provided by West Valley Sanitation District (“WVSD”) shows the  
7 present locations of sewer pipelines in use by WVSD, under, in, and through the Property and  
8 adjoining lots (“Sewer Diagram”). A true and correct copy of the Sewer Diagram and the  
9 accompanying letter from WVSD that I received from MobileFrame’s counsel is attached to the  
10 Index as **Exhibit C** and incorporated herein.

11           12.     On the Sewer Diagram, the locations of (i) a 15-inch ACP sewer main situated in  
12 easement area C. (red), and in University Avenue; and (ii) a 6-inch sewer line in Augusta Court, and  
13 extending across the most northerly part of “Pcl. A,” into University Avenue and the main sewer  
14 line, are shown.

15           13.     On the Sewer Diagram, the 6-inch sewer line in Augusta Court is shown as serving  
16 the six lots in the Augusta Court subdivision, including the lot formerly owned by Monk, which is  
17 commonly known as 3 Augusta Court (APN 529-11-004). The buildings on the Property are  
18 apparently served by a private sewer line connecting with the 15-inch ACP sewer main situated in  
19 easement area C. (red).

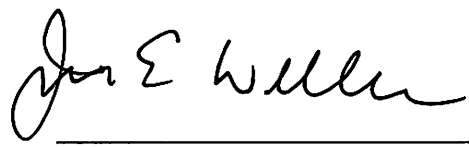
20           14.     The 1947 deed to Monk did not describe the location of the sewer line precisely,  
21 specifying only that it would be in the “easterly portion of [PARCEL THREE],” that the sewer line  
22 would extend from Williams Street [Blossom Hill Road] to the land owned by Monk, and that it  
23 would “be run parallel with the Southern Pacific Railroad Company right of way.” That description  
24 would put the sewer line somewhere within easement area A., which I’ve colored yellow.

25           15.     According to the Sewer Diagram, Monk’s 1947 sewer line is no longer in use, if it  
26 ever was. The Sewer Diagram shows no sewer line across PARCEL THREE, and it shows that 3  
27 Augusta Court is served by the 6-inch line situated in Augusta Court, on the other side of the lot.  
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16. I have personal knowledge of the facts stated above except as to those which are stated on information and belief, and as to those, I am informed and believe that they are true. If called as a witness, I could and would testify competently to the foregoing in a court of law. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 23<sup>rd</sup> day of June, 2020.

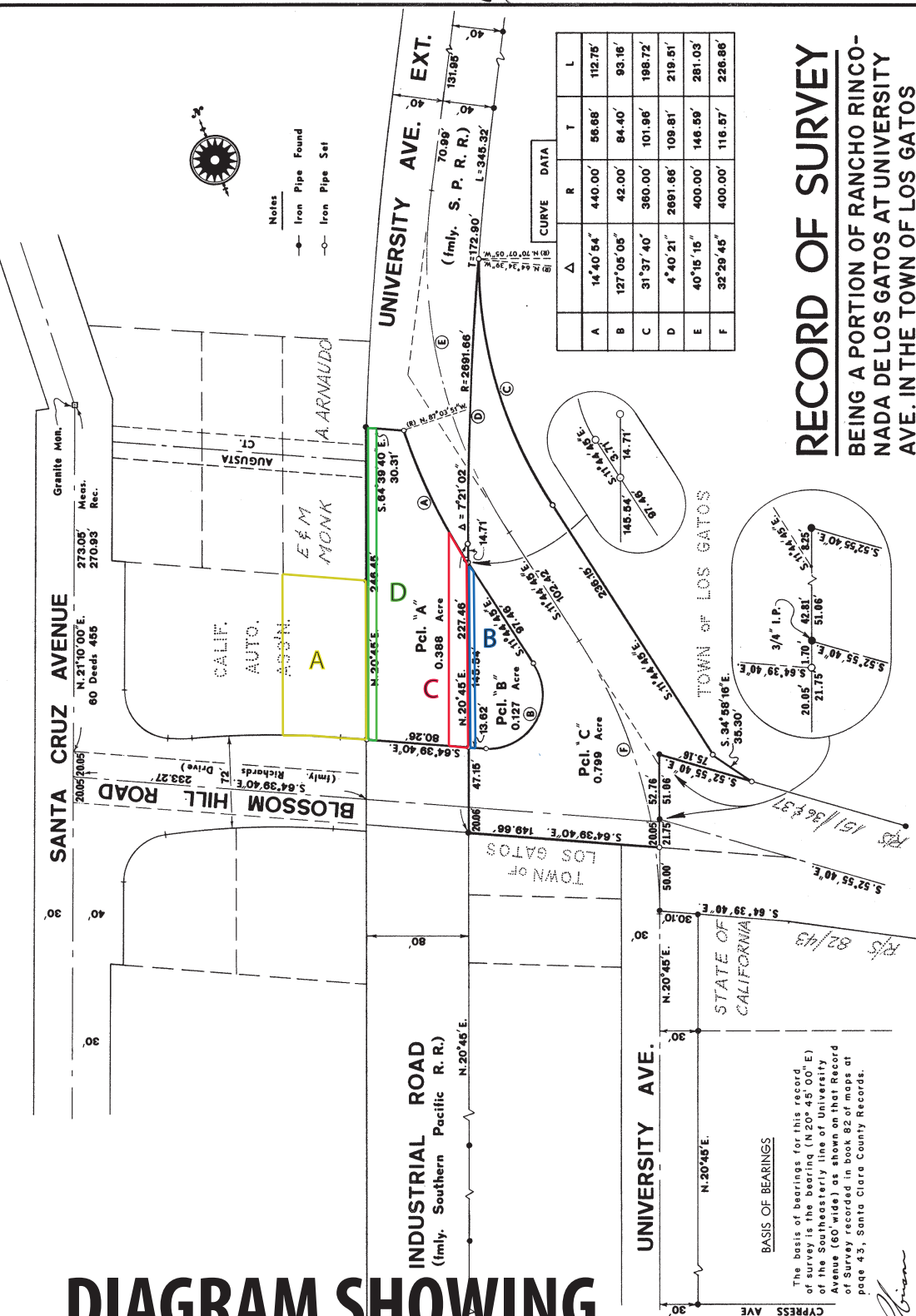


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JIM WELLER



# DIAGRAM SHOWING EASEMENT AREAS



**RECORD OF SURVEY**  
 BEING A PORTION OF RANCHO RINCO-NADA DE LOS GATOS AT UNIVERSITY AVE. IN THE TOWN OF LOS GATOS  
 SANTA CLARA COUNTY, CALIFORNIA  
 SCALE: 1" = 50'

**INDUSTRIAL ROAD**  
 (fmlly. Southern Pacific R. R.)  
 N. 20°45' E.

**UNIVERSITY AVE.**  
 N. 20°45' E.

**BASIS OF BEARINGS**

The basis of bearings for this record of survey is the bearing (N 20° 45' 00" E) of the Southeastery line of University Avenue (60' wide) as shown on that Record of Survey recorded in book 82 of maps at page 43, Santa Clara County Records.

**RECORDER'S CERTIFICATE**

File No. 2897-91  
 Filed for record this 27th day of June, 1965, at 3:54 p.m. in Book 198 of Maps, at page 2, at the request of The Board of Supervisors of the County of Santa Clara.  
 By Deputy Paul R. Teih  
 County Recorder

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code this 30 day of July, 1965.  
 I am a Licensed Professional Surveyor in the State of the County of Santa Clara.  
 in 1464 No. 14500  
 By James L. Fall  
 County Surveyor

**CO. SURVEYOR'S CERTIFICATE**

This map has been examined for conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code this 30 day of July, 1965.  
 By Deputy James L. Fall  
 County Surveyor

ORDER NO.  
2202065352

REFERENCE NO.  
Blossom Hill Road

GUARANTEE NO.  
A04016-LITA-294315

LITIGATION GUARANTEE  
CLTA GUARANTEE FORM NO. 1 (06/05/14)



OLD REPUBLIC NATIONAL  
TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company

GUARANTEES


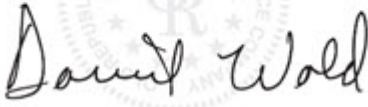
the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

*Issued through the office of:*  
Old Republic Title Company  
524 Gibson Drive  
Roseville, CA 95678

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Countersigned:

By   
\_\_\_\_\_  
Validating Officer

By  President  
Attest  Secretary



## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

## 5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

## 7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

## **8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

## **9. PAYMENT OF LOSS**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

## **10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

## **11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## **12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 14. CHOICE OF LAW; FORUM

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

## LITIGATION GUARANTEE

ORDER NO. 2202065352  
REFERENCE NO. Blossom Hill Road  
GUARANTEE NO. A04016-LITA-294315  
LIABILITY \$100,000.00  
DATE OF GUARANTEE July 2nd, 2020 at 8:00:00 AM  
FEE \$2,800.00

### SCHEDULE A

1. Name of Assured:

MobileFrame LLC, Lonny Oswalt and Patricia Oswalt

2. The estate or interest in the Land that is the subject of this Guarantee is:

An Easement

3. The Land referred to in this Guarantee is described as follows:

\*\* SEE EXHIBIT "A" ATTACHED \*\*

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to Quiet Title to Extinguish the Easement recorded May 8, 1947 in Book 1499 of Official Records, Page 599. It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:

Praveen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship,

Thomas C. Spilsbury, Jr., an unmarried man,

Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship,

Donald P. Arnaudo and Rose M. Arnaudo Trustees of the D & R Arnaudo Revocable Family Trust, dated October 05, 1998,

Donald P. Arnaudo and Rose M. Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998, as to an undivided 98% interest, and Stefan Arnaudo, a married man as his sole and separate property as to an undivided 2% interest,

Nicolas M. Struthers and Julie Struthers, as Trustees of the Struthers Revocable Living Trust dated the 17th day of October, 2005, and the

Town of Los Gatos, a municipal corporation of the State of California,

as their interests may appear of record

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily

shown in the order of their priority.

- c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.
- d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.
- e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

## LITIGATION GUARANTEE

ORDER NO. 2202065352  
REFERENCE NO. Blossom Hill Road  
GUARANTEE NO. A04016-LITA-294315  
LIABILITY \$100,000.00  
DATE OF GUARANTEE July 2nd, 2020 at 8:00:00 AM  
FEE \$2,800.00

### SCHEDULE B, PART I

1. Taxes and assessments, general and special, for the fiscal year 2020 - 2021, a lien, but not yet due or payable.

2. Supplemental taxes, general and special, for the fiscal year 2019 - 2020 (triggered by recordation of the Grant Deed on July 12, 2019) as follows:

Assessor's Parcel No.	:	529-11-003	
Bill No.	:	529-11-003-91	
1st Installment	:	\$0.00	Marked Paid
2nd Installment	:	\$6,055.86	NOT Marked Paid
All Due & Payable on	:	July 31, 2020	

Said matters affect the interest of Thomas C. Spilsbury, Jr., an unmarried man

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Blossom Hill Road.

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument	:	Indenture
Granted To	:	Margaret Redmond
For	:	A right of way
Recorded	:	<a href="#">December 29, 1903 in Book 275 of Deeds, Page 83</a>
Affects	:	As described therein

### SCHEDULE B, PART II



1. Any interest in said easement of Town of Los Gatos, a municipal corporation of the State of California as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [August 12, 1977 in Book D069 of Official Records, Page 383 under Recorder's Serial Number 5752911](#).

The land described in the above document is a portion of the public street known as North Santa Cruz Avenue adjacent to the parcel designated by the county assessor as assessor's parcel number 529-11-045.

2. Any interest in said easement of Town of Los Gatos, a municipal corporation of the State of California as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [November 8, 1977 in Book D262 of Official Records, Page 58 under Recorder's Serial Number 5837187](#).

The land described in the above document is a portion of the public street known as North Santa Cruz Avenue adjacent to the parcel designated by the county assessor as assessor's parcel number 529-11-048.

3. Any interest in said easement of Donald P. Arnaudo and Rose M. Arnaudo Trustees of the D & R Arnaudo Revocable Family Trust, dated October 05, 1998 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [October 13, 1998 in Official Records under Recorder's Serial Number 14442253](#).

The land described in the above document is designated by the county assessor as assessor's parcel number 529-11-005.

4. Any interest in said easement of Donald P. Arnaudo and Rose M. Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [July 7, 2005 in Official Records under Recorder's Serial Number 18457808](#).

Also any interest in said easement of Stefan Arnaudo, a married man as his sole and separate property as disclosed by the Gift Deed recorded [April 28, 2017 in Official Records under Recorder's Serial Number 23635840](#).

And as disclosed by the Interspousal Transfer Grant Deed from Amy M Arnaudo recorded [February 7, 2018 in Official Records under Recorder's Serial Number 23863148](#).

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$494,800.00  
Trustor/Borrower : Stefan Arnaudo, a married man as his sole and separate property as to an undivided 2% int and Donald P Arnaudo and Rose M Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998, as to an undivided 98% int  
Trustee : ReconTrust Company, N.A.  
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a corporation the beneficiary, as nominee for Bank of America, N.A., a National Association organized and existing under the laws of United States, the lender  
Dated : January 26, 2018  
Recorded : [February 7, 2018 in Official Records under Recorder's Serial Number 23863149](#)  
"MIN" : 100015702784203038

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-006.

5. Any interest in said easement of Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [June 8, 2011 in Official Records under Recorder's Serial Number 21200357](#).

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$765,000.00  
Trustor/Borrower : Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship  
Trustee : John D. Duncan, Esq.  
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a corporation the beneficiary, as nominee for United Wholesale Mortgage, a LLC organized and existing under the laws of MI, the lender  
Dated : March 10, 2020  
Recorded : [March 18, 2020 in Official Records under Recorder's Serial Number 24432141](#)  
Loan No. : 122018430  
"MIN" : 100032412201084305

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-004.

6. Any interest in said easement of Praveen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [August 26, 2011 in Official Records under Recorder's Serial Number 21292303](#).

Also any interest therein of the below parties by virtue of the following:

- A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,
- |                    |   |  |
|--------------------|---|--|
| Amount             | : | \$547,000.00   |
| Trustor/Borrower   | : | Praveen Ishawardas Chang and Varsha A. Manek, husband and wife   |
| Trustee            | : | First American Title Company   |
| Beneficiary/Lender | : | Mortgage Electronic Registration Systems, Inc., a corporation the beneficiary, as nominee for Provident Funding Associates, L.P., a limited partnership organized and existing under the laws of California the lender |
| Dated              | : | January 5, 2013  |
| Recorded           | : | <a href="#">January 16, 2013 in Official Records under Recorder's Serial Number 22051281</a>   |
| Loan No.           | : | 222110234  |
| "MIN"              | : | 1000179-0222110234-2   |

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-048.

7. Any interest in said easement of Nicolas M. Struthers and Julie Struthers, as Trustees of the Struthers Revocable Living Trust dated the 17<sup>th</sup> day of October, 2005 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [December 16, 2011 in Official Records under Recorder's Serial Number 21461504](#).

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$182,900.00  
Trustor/Borrower : Nicolas M Struthers and Julie Struthers, husband and wife  
Trustee : First American Title Company  
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a corporation the beneficiary, as nominee for Provident Funding Associates, L.P., a limited partnership organized and existing under the laws of California the lender  
Dated : December 7, 2011  
Recorded : [December 15, 2011 in Official Records under Recorder's Serial Number 21459713](#)  
Loan No. : 1821111025  
"MIN" : 1000179-1821111025-1

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-045.

8. Any interest in said easement of Thomas C. Spilsbury, Jr., an unmarried man as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded [July 12, 2019 in Official Records under Recorder's Serial Number 24224469](#).

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$840,000.00  
Trustor/Borrower : Thomas C. Spilsbury, Jr., an unmarried man  
Trustee : Fidelity National Title Insurance  
Beneficiary/Lender : First Republic Bank , a State Bank, organized and existing under the laws of California  
Dated : December 30, 2019  
Recorded : [January 9, 2020 in Official Records under Recorder's Serial Number 24377245](#)  
Loan No. : 22-07421712

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-003.

# LITIGATION GUARANTEE

ORDER NO. 2202065352  
REFERENCE NO. Blossom Hill Road  
GUARANTEE NO. A04016-LITA-294315  
LIABILITY \$100,000.00  
DATE OF GUARANTEE July 2nd, 2020 at 8:00:00 AM  
FEE \$2,800.00

## SCHEDULE C

### Addresses

Paragraph No.	Recording Information	Mailing Address
Paragraph 5, Schedule A and Paragraph 1, Schedule B Part II	August 12, 1977 in Book D069 of Official Records, Page 383 under Recorder's Serial Number 5752911	Town Clerk Town of Los Gatos Post office Box 949 Los Gatos, CA 95030
Paragraph 5, Schedule A and Paragraph 2, Schedule B Part II	November 8, 1977 in Book D262 of Official Records, Page 58 under Recorder's Serial Number 5837187	Town Clerk Town of Los Gatos Post office Box 949 Los Gatos, CA 95030
Paragraph 5, Schedule A and Paragraph 3, Schedule B Part II	October 13, 1989 in Official Records under Recorder's Serial Number 14442253	Mr. Donald P. Arnaudo 17843 Andrews Avenue Monte Sereno, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	July 7, 2005 in Official Records under Recorder's Serial Number 18457808	Mr. Donald P. Arnaudo 17843 Andrews Avenue Monte Sereno, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	April 28, 2017 in Official Records under Recorder's Serial Number 23635840	Michael S. Bays 19A North Santa Cruz Avenue Los Gatos, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	February 7, 2018 in Official Records under Recorder's Serial Number 23863148	Stefan D. Arnaudo 5 Augusta Court Los Gatos, CA 95030
Paragraph 4A, Schedule B Part II	February 7, 2018 in Official Records under Recorder's Serial Number 23863149	Mortgage Connect LP 260 Airside Drive Moon Township, PA 15108
Paragraph 5, Schedule A and Paragraph 5, Schedule B Part II	June 8, 2011 in Official Records under Recorder's Serial Number 21200357	Michael David Haun Allyson Drew Haun 3 Augusta Court Los Gatos, CA 95030
Paragraph 5A, Schedule B Part II	March 18, 2020 in Official Records under Recorder's Serial Number 24432141	United Shore Financial Services, LLC 585 South Boulevard E Pontiac, MI 48341 Attn: Post Closing Manager
Paragraph 5, Schedule A and Paragraph 6, Schedule B Part II	August 26, 2011 in Official Records under Recorder's Serial Number 21292303	Praveen I. Chang 1 Augusta Court Los Gatos, CA 95030
Paragraph 6A, Schedule B Part II	January 16, 2013 in Official Records under Recorder's Serial Number 22051281	Provident Funding Associates, L.P. 851 Traeger Ave., Suite 100 San Bruno, CA 94066
Paragraph 5, Schedule A and Paragraph 7, Schedule B Part II	December 16, 2011 in Official Records under Recorder's Serial Number 21461504	Nicholas M. Struthers 696 North Santa Cruz Avenue Los Gatos, CA 95030

Paragraph 7A,  
Schedule B Part II

December 15, 2011 in Official Records under  
Recorder's Serial Number 21459713

Provident Funding Associates, L.P.  
1633 Bayshore Highway, Suite 155  
Burlingame, CA 94010

Paragraph 5,  
Schedule A and  
Paragraph 8,  
Schedule B Part II  
Paragraph 8A,  
Schedule B Part II

July 12, 2019 in Official Records under  
Recorder's Serial Number 24224469

Thomas C. Spilsbury, Jr.  
2 Augusta Court  
Los Gatos, CA 95030

January 9, 2020 in Official Records under  
Recorder's Serial Number 24377245

First Republic Bank  
111 Pine Street  
San Francisco, CA 94111

## EXHIBIT "A"

The land referred to in this policy is situated in the County of Santa Clara, City of the Town of Los Gatos, State of California, and is described as follows:

The easement granted by Columbus Z. Reed and Vera Reed, his wife to George W. Monk in the Grant Deed recorded May 8, 1947 in Book 1469 of Official Records, Page 599 under Recorder's Serial Number 459143, being more particularly described as follows:

The privilege of constructing and maintaining a sewer line across the easterly portion of that certain property described as follows:

BEGINNING at the point of intersection of the center line of Santa Cruz Avenue, also known as San Tomas Aquino Road with the Northerly line of Williams Street, being the Southerly line of that certain 114.12 acre tract formerly the property of Owen Gaffney; thence along said center line of Santa Cruz Avenue N. 21° 18' E. 142 feet to the point of intersection of said center line with the Northwesterly prolongation of the Southwesterly line of parcel of land conveyed by J. H. Singer, et ux, to Thos. J. Kelly by Deed dated January 5, 1922 and recorded January 11, 1922 in Book 548 of Deeds, page 133; thence along the said Southwesterly line of the land so conveyed to Kelly, S. 64° 48' E. 200.5 feet to the Westerly line of the Southern Pacific Coast Railroad Company's right of way; thence Southwesterly along said line of said right of way 142 feet to said Northerly line of Williams Street and Southerly line of said 114.12 acre tract; thence Northwesterly along said last mentioned line 200.5 feet to the point of beginning and being a portion of Lot 6 of the Parr Partition in the Rancho Rinconada de Los Gatos.

Said sewer line to be run parallel with the Southern Pacific Railroad Company right of way extending from Williams Street to the land owned by George W. Monk. This easement is appurtenant and shall be for the benefit of the adjoining lands owned by George W. Monk.

Grantors shall have the privilege of utilizing said sewer line and Grantee covenants to maintain the same.



RECORDING REQUESTED BY:  
Stewart Title of California.  
WHEN RECORDED MAIL TO:

Michael David Haun  
Allyson Drew Haun  
3 Augusta Court  
Los Gatos, California 95030

ORDER NO. 7911-375748  
ESCROW NO. 375748

DOCUMENT: 21200357



Pages: 2

Fees... 48 00  
Taxes... 757 90  
Copies...  
AMT PAID 805.90

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Stewart Title of California

RDE # 014  
6/08/2011  
8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):  
DOCUMENTARY TRANSFER TAX is: \$757.90

- Monument Preservation Fee is:
- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area:  City of Los Gatos, and

CITY TAX  
Explanation of Exemption:

APN: 529-11-004

*Thomas W. Downing*  
Signature of Declarant or Agent Determining Tax  
Thomas W. Downing

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Thomas W Downing, Co-Trustee and Janet M Downing, Co-Trustee, of The Downing Living Trust dated February 24, 1992

hereby GRANT(S) to  
Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship  
the following described real property in the City of Los Gatos, County of Santa Clara, State of California:

LEGAL DESCRIPTION ON EXHIBIT " A " ATTACHED HERETO AND MADE A PART HEREOF.

DATE: June 3, 2011

STATE OF CALIFORNIA

COUNTY OF Santa Clara

On 6.3.11 before me,  
G. Gemma a Notary Public,  
personally appeared Thomas W. Downing et  
Janet M. Downing

*Thomas W. Downing*  
Thomas W Downing, Co-Trustee

*Janet Downing*  
Janet M Downing, Co-Trustee

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



EXHIBIT - A -

LEGAL DESCRIPTION

PARCEL ONE:

Beginning at a point on the Southwesterly line of that certain parcel of land described in the deed from Will H. Boggs to George W. Monk, dated February 12, 1946, recorded February 21, 1946, in Book 1333, page 94, Official Records of Santa Clara County; distant thereon South 64° 48' East 135 feet from the Western most corner thereof on the Southeasterly line of San Tomas Aquino Road; running thence South 64° 48' East along the said Southwesterly line of the land so described in the deed to said Monk 65.50 feet to the Southernmost corner thereof on the Northwesterly line of the South Pacific Coast Railroad Company's right of way; running thence North 21° 18' East along said last named line 94 feet; thence leaving said last named line and running North 64° 40' West and parallel with the said Southwesterly line of the land so described in the deed to said Monk 65.50 feet; thence South 21° 18' West and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet to the point of beginning.

PARCEL TWO:

A right of way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the deed from Will H. Boggs to George W. Monk dated February 12, 1946, and recorded February 21, 1946, in Book 1333 of Official Records at page 94; thence leaving said centerline of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk South 64° 48' East 200.50 feet to the point in the Southeasterly line of said parcel of land.

Excepting from Parcel Two that portion lying within the bounds of Parcel One

APN/ARB: 529-11-04

3008

RECORDING REQUESTED BY  
ORDER # Donald P. Arnaudo

APN  
WHEN RECORDED MAIL TO  
Name Mr. Donald P. Arnaudo  
Direct Address 17843 Andrews Avenue  
Address Monte Sereno, CA 95030  
City State Zip

DOCUMENT: 14442253 Titles: 1 / Pages: 2



Fees 20 00  
Taxes  
Copies  
AMT PAID 20 00

BRENDA DAVIS RDE # 002  
SANTA CLARA COUNTY RECORDER 10/13/1998  
Recorded at the request of 11:18 AM  
Attorney

6, Augusta Court

Grant Deed

ALL	PAY

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ -0-  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
(X) Unincorporated area: ( ) City of \_\_\_\_\_  
(X) Realty not sold.

\*Transfer for Benefit of Grantors to Revocable Trust. No Tax Due\*

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
\*Donald P. Arnaudo, a single man\*

hereby GRANT(S) to \* Donald P. Arnaudo and Rose M. Arnaudo Trustees of the  
D & R Arnaudo Revocable Family Trust, dated October 05, 1998.\*

that property in that unincorporated area of Santa Clara County, State of  
California, more particularly described in Exhibit "A" attached hereto  
and made a part hereof:

Mail Tax Statements to 17843 Andrews Avenue, Monte Sereno, California 95030  
Date October 05, 1998

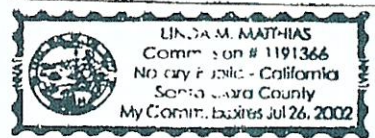
*Donald P. Arnaudo*  
Donald P. Arnaudo

STATE OF CALIFORNIA  
COUNTY OF Santa Clara

On October 05, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald P. Arnaudo

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

WITNESS my hand and official seal.  
Signature *Linda M. Matthias*  
Name Linda M. Matthias, Notary Public  
(typed or printed)



TOIS-140 2/94

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE



EXHIBIT "A"

Real property located in the County of Santa Clara County, State of California, described as follows:

BEGINNING at a point on the Southeasterly line of San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs, to George W. Monk, dated February 12, 1946, recorded February 21, 1946 in Book 1333 of Official Records, page 94, Santa Clara County Records; running thence South 64° 48' East and parallel with the Southwesterly line of the land so described in the Deed to said Monk 135 feet to the true point of beginning of this description; thence continuing South 64° 48' East and parallel with the said Southwesterly line of the land so described in the Deed to said Monk 65.50 feet to the Northwesterly line of the South Pacific Coast Railroad Company's right of way; running thence North 21° 18' East along said last named line 27.10 feet; thence on a curve to the right with a radius of 2865.00 feet for a distance of 66.90 feet to the Easternmost corner of the land so described in the Deed to said Monk; running thence North 65° 45' West along the Northeasterly line of the land so described in the Deed to said Monk 68.50 feet, more or less, to the intersection thereof with a line drawn at North 21° 18' East from the true point of beginning; running thence South 21° 18' West 91.50 feet, more or less, to the true point of beginning.

Together with a right of way for ingress and egress over a strip of land 24 feet wide the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs, to George W. Monk, dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, at page 94; thence leaving said line of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk South 64° 48' East 200.50 feet to a point in the Southeasterly line of said parcel of land.





EXHIBIT "A"  
LEGAL DESCRIPTION

The land referred to in this report is situated in the State of California, Town of Los Gatos, County of Santa Clara, and is described as follows:

BEGINNING at a point on the Southeasterly line of San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946, recorded February 21, 1946 in Book 1333 of Official Records, page 94, Santa Clara County Records; running thence South 64° 48' East and parallel with the Southwesterly line of the land so described in the Deed to said Monk, 71 feet; to the true point of beginning of this Description; thence continuing South 64° 48' East and parallel with the said Southwesterly line of the land so described in the Deed to said Monk, 64 feet; running thence North 21° 18' East 91.50 feet, more or less, to the Northeasterly line of the land so described in the Deed to said Monk; running thence North 65° 45' West along said last named line, 64 feet, more or less, to the intersection thereof with a line drawn at North 21° 18' East from the true point of beginning, running thence South 21° 18' West 90 feet, more or less, to the true point of beginning.

TOGETHER with a right of way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows:

BEGINNING at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, at page 94; thence leaving said line of the San Tomas Aquino Road, and running parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk, South 64° 48' East 200.50 feet to a point in the Southeasterly line of said parcel of land.

Grantor reserves unto himself, for the benefit of adjoining lands owned by him, his heirs, executors or assigns, a right of ingress and egress of a 14 foot strip of land being the Southerly portion 3/4 of the parcel hereabove described.

APN 529-11-006

RECORDING REQUESTED BY:

LSI  
13052688

WHEN RECORDED MAIL TO:

Nicholas M. Struthers  
696 North Santa Cruz Avenue  
Los Gatos, CA 95030

DOCUMENT: 21461504

Pages: 2



Fees . . . . . 48 00 +  
Taxes . . . . .  
Copies . . . . .  
AMT PAID . . . . . 48.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Recording Service

RDE # 005  
12/16/2011  
9:20 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 529-11-045

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

*No Consideration / back in the trust*

DOCUMENTARY TRANSFER TAX is \$0.00 CITY TAX is \$0.00

- computed on the full value of the property conveyed, or
- computed on full value less value of liens or encumbrances remaining at the time of sale,
- Realty not sold
- Unincorporated area  City of Los Gatos, and

THIS DOCUMENT IS FILED FOR RECORD BY CHICAGO TITLE INS. CO. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AT TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Nicolas M. Struthers and Julie Struthers, Husband and Wife, as Joint Tenants

hereby GRANT(S) to Nicolas M. Struthers and Julie Struthers, as Trustees of the Struthers Revocable Living Trust dated the 17th day of October, 2005

the following described real property in the City of Los Gatos, County of Santa Clara, State of California: As shown in Exhibit "A" attached hereto and made a part hereof, and commonly known as 696 North Santa Cruz Avenue, Los Gatos, Ca 95030

Dated:

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA }ss

*Nicolas M Struthers*

Nicolas M. Struthers

On 7 December 2011 before me

*Julie Struthers*

Julie Struthers

Paul Whitney, Notary Public,

personally appeared Nicolas M. Struthers,  
Julie Struthers

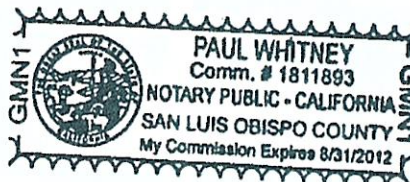
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

SPACE BELOW RESERVED FOR NOTARY SEAL

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

WITNESS my hand and official seal.

Signature Paul Whitney





LEGAL DESCRIPTION

**Exhibit A**

The following described property:

Situated in the County of Santa Clara, State of California.

Parcel No. 1:

Beginning at a point in the Southeasterly line of Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road, also known as Santa Cruz Avenue, distant thereon N. 21 degrees 18' East, 94 feet from the Westernmost corner of that certain Parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946, Recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records; running thence South 64 degrees 48' East, and parallel with the Southwesterly line of the land so described in the Deed to said Monk 71 feet; running thence North 21 degrees 18' East, 90 feet, more or less, to the Northeasterly line of the land so described in the Deed to said Monk, running thence North 65 degrees 45' West, along said last named line 87.50 feet, more or less, to the said Southeasterly line of the San Tomas Aquino Road; running thence along said named line South 5 degrees 08' West 59.60 feet to a point on the Northerly line of the Town limits of the Town of Los Gatos; distant thereon South 70 degrees 15' East, 31 feet from Station S-A 37 of the survey of the center line of San Tomas Aquino Road; thence continuing along said Southeasterly line of San Thomas Aquino Road, South 21 degrees 18' West, 32.90 feet to the point of Beginning.

Excepting therefrom that portion conveyed to the Town of Los Gatos, a Municipal Corporation in Document entitled, Grant Deed, Recorded August 12, 1977 in Book D69 of Official Records, Page 383, Santa Clara County Records.

Parcel No. 2:

A Non-exclusive right of way, as appurtenant to Parcel No. 1 above described, for ingress and egress over a strip of land 24.00 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road distant thereon North 21 degrees 18' East, 94 feet from the Westernmost corner of that certain Parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and Recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said center line of the Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road, and parallel with the Southwesterly line of said Parcel of Land so conveyed to George W. Monk, South 64 degrees 48' East, 200.50 feet to a point in the Southeasterly line of said Parcel of Land.

Assessor's Parcel No: 529-11-045

**RECORDING REQUESTED BY:**  
Chicago Title Company  
Escrow No.: 11-99801107  
Locate No.: CACTI7743-7743-4995-0099801107  
Title No.: 11-99801107-KF

DOCUMENT: 21292303

Pages: 2



Fees 28 00  
Taxes 765.60  
Copies \_\_\_\_\_  
AMT PAID 793 60

**When Recorded Mail Document and Tax Statement To:**  
Praveen I. Chang  
1 Augusta Court  
Los Gatos, CA 95030

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 010  
8/26/2011  
8:00 AM

APN: 529-11-048

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$765.60

*[Signature]*  
Diana Johns

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Los Gatos,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Diana Johns, An Unmarried Woman

hereby **GRANT(S)** to Praveen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship the following described real property in the City of Los Gatos, County of Santa Clara, State of California: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: August 12, 2011 *[Signature]*  
State of California *[Signature]* Santa Clara  
County of *[Signature]* Diana Johns

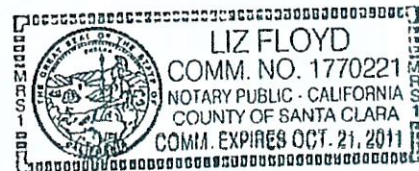
On 8-12-11 before me,  
Liz Floyd, Notary Public  
(here insert name and title of the officer), personally appeared  
Diana Johns,

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

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

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**



Escrow No.: 11-99801107  
Locate No.: CACTI7743-7743-4995-0099801107  
Title No.: 11-99801107-KF

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE <sup>city</sup>TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

### PARCEL ONE:

Beginning at a point on the Southeasterly line of San Tomas Aquino Road at the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records running thence South 64 deg. 48' East along the Southwesterly line of the land so described in the Deed to said Monk 71 feet; thence leaving said last named line and running North 21 deg. 18' East and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet; running thence North 64 deg. 48' West and parallel with the said Southwesterly line of the land so described in the deed to said Monk 71 feet to the said Southeasterly line of San Tomas Aquino Road running thence South 21 deg. 18' West along said last named line 94 feet to the point of beginning.

### PARCEL TWO:

A right of way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows;

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road distant thereon North 21 deg. 18' East 94 feet from the westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said line of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk South 64 deg 48' East 200.50 feet to a point in the Southeasterly line of said parcel of land.

Excepting therefrom so much of said easement as lies within the bounds of Parcel One described above.

Also excepting said Parcels One and Two that portion thereof conveyed to the Town of Los Gatos by Grant Deed recorded November 8, 1977 in Book D262, Page 58, Santa Clara County Records.

APN: 529-11-048

**RECORDING REQUESTED BY**  
First American Title Insurance Company National  
Commercial Services

**AND WHEN RECORDED MAIL DOCUMENT TO:**  
MobileFrame LLC  
111 West Saint John Street, Suite 900  
San Jose, CA 95113

DOCUMENT: 21196911



Pages: 4

Fees . . . . . 54.00  
Taxes . . . ++ Conf ++  
Copies . . .  
AMT PAID 54 00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
First American Title Company

RDE # 008  
6/03/2011  
8:00 AM

Space Above This Line for Recorder's Use Only

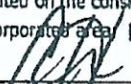
A.P.N.: 529-11-036

File No.: NCS-479369-SC (db)

**GRANT DEED**

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$; CITY TRANSFER TAX \$;  
SURVEY MONUMENT FEE \$

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area  City of Los Gatos, and
-   
Signature of Declarant *Carol Herrea, as agent*

**FILED REQUESTS**  
**DO NOT RECORD STAMP VALUE**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **California State Automobile Association Inter-Insurance Bureau (also known as California State Automobile Association, a corporation)**

hereby GRANTS to **MobileFrame LLC, a California limited liability company, as to an undivided 50% interest and Lonny L. Oswalt and Patricia A. Oswalt, husband and wife as community property, as to an undivided 50% interest, as tenants in common**

the following described property in the City of **Los Gatos, County of Santa Clara, State of California:**

**See attached exhibit "A"**

**This conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be ascertained by an inspection or survey of the Property. Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranty stated in subparagraph 1 of Section 1113 of the California Civil Code.**

Mail Tax Statements To: **SAME AS ABOVE**



Date: 05/18/2011

A.P.N.: 529-11-036

File No.: NCS-479369-SC (db)

Dated: 05/18/2011

California State Automobile Association  
Inter-Insurance Bureau

Ha T. Vu  
By: Ha T. Vu  
VICE PRESIDENT  
REAL ESTATE STRATEGY & SERVICES

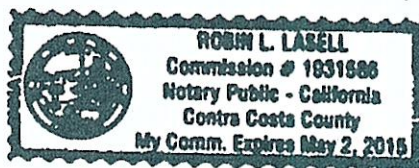
STATE OF California )SS  
COUNTY OF Contra Costa )

On May 26, 2011, before me, Robin L. Lasell, Notary Public, personally appeared Ha T. Vu

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

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

WITNESS my hand and official seal.



Signature  
Robin L. Lasell

My Commission Expires: 5/2/2015

*This area for official notarial seal*

Notary Name: Robin L. Lasell

Notary Phone: 925-279-2464

Notary Registration Number: 1931586

County of Principal Place of Business: Contra Costa

**Exhibit "A"**

Real property in the City of Los Gatos, County of Santa Clara, State of California, described as follows:

**PARCEL ONE:**

PARCEL "A", SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

EXCEPTING FROM SAID PARCEL ONE ABOVE THE TITLE AND EXCLUSIVE RIGHTS TO ALL MINERALS EXCEPTING AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, RECORDED NOVEMBER 29, 1963 IN BOOK 6290 OFFICIAL RECORDS, PAGE 64, AS FOLLOWS:

EXCEPTING AND RESERVING HOWEVER, TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOREVER, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS; PROVIDED, HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISES OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON.

**PARCEL TWO:**

PARCEL "B" AS SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

**PARCEL THREE:**

BEGINNING AT A POINT IN THE CENTER LINE OF SANTA CRUZ AVENUE, ALSO KNOWN AS SAN TOMAS AQUINO ROAD, WHERE THE SAME IS INTERSECTED BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF WILLIAMS STREET, 40 FEET WIDE; SAID NORTHEASTERLY LINE OF WILLIAMS STREET BEING THE SOUTHWESTERLY LINE OF THAT CERTAIN 114.12 ACRE TRACT OF LAND FORMERLY THE PROPERTY OF OWEN GAFFNEY;  
THENCE RUNNING NORTH 21° 18' EAST AND ALONG THE CENTER LINE OF SANTA CRUZ AVENUE, 152 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY J. H. SINGER, ET AL, TO WILLIAM B. WILLIAMS BY DEED DATED SEPTEMBER 03, 1912 AND RECORDED SEPTEMBER 25, 1912 IN BOOK 390 OF DEEDS, PAGE 359, SANTA CLARA COUNTY RECORDS;  
THENCE LEAVING SAID LINE OF SANTA CRUZ AVENUE AND RUNNING ALONG THE NORTHEASTERLY LINE OF SAID LAND SO CONVEYED TO WILLIAMS, SOUTH 64° 48' EAST 230.5 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION;  
THENCE SOUTH 21° 18' WEST AND ALONG SAID LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 152 FEET TO A POINT ON THE NORTHEASTERLY LINE OF WILLIAMS STREET;

Grant Deed - continued

Date: **05/18/2011**

THENCE RUNNING ALONG SAID LINE OF WILLIAMS STREET, NORTH 64° 48' WEST 230.50 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOT 6 OF THE PARR PARTITION IN THE RANCHO RINCONADA DE LOS GATOS.

APN: 529-11-036



**RECORDING REQUESTED BY:**

Old Republic Title Company

Escrow No.: 0711011421

APN: 529-11-003

When Recorded Mail Document and Tax Statements to:

Thomas C. Spilsbury Jr.

2 Augusta Court

Los Gatos, CA 95030

**24224469**

**Regina Alcomendras**

Santa Clara County - Clerk-Recorder

07/12/2019 02:19 PM

Titles: 1 Pages: 3

Fees: \$21.00

Tax: \$1320.00

Total: \$1341.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

**Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax.**

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$1,320.00

computed on full value of property conveyed, or

computed on full value less of liens and encumbrances remaining at time of sale.

Unincorporated area:  City of Los Gatos

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Denise K. Vogel, Successor Trustee of The Harriett W. Kennedy Revocable Trust dated June 17, 1998, as amended & restated

hereby GRANT(S) to  
Thomas C. Spilsbury, Jr., an unmarried man

that property in City of Los Gatos, Santa Clara County, State of California, described as:  
See "Exhibit A" attached hereto and made a part hereof.

Date: July 10, 2019

The Harriett W. Kennedy Revocable Trust dated June 17, 1998, as amended & restated

By:   
Denise K. Vogel, Sole Successor Trustee

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

State of California  
County of Santa Cruz

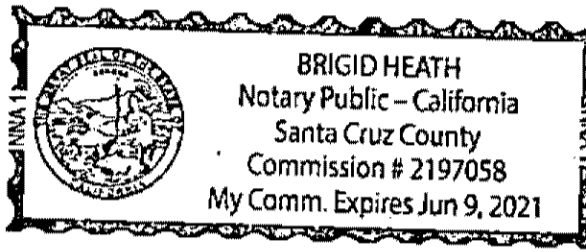
On this 11<sup>th</sup> day of July, 2019 before me, Brigid Heath a Notary Public, personally appeared Denise K. Vogel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

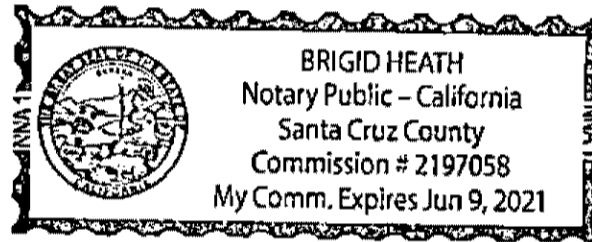
WITNESS my hand and official seal.

Signature:  \_\_\_\_\_

Name: Brigid Heath  
(Typed or Printed)



(Seal)



**ORDER NO. : 0711011421****EXHIBIT A**

The land referred to is situated in the County of Santa Clara, City of Los Gatos, State of California, and is described as follows:

**PARCEL 1:**

Beginning at a point the Southwesterly line of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records; distant thereon South 64° 48' East 71 feet from the Westernmost corner thereof on the Southeasterly line of San Tomas Aquino Road; running thence South 64° 48' East along the Southwesterly line of the land so described in the Deed to said Monk, 64 feet; thence leaving said last named line and running North 21° 18' East and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet; running thence North 64° 48' West and parallel with the said Southwesterly line of the land so described in the Deed to said Monk, 64 feet; running thence South 21° 18' West and parallel with the said Southeasterly line of San Tomas Aquino Road, 964 feet to the point of beginning.

**PARCEL 2:**

A Right of Way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and Recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said center line of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk, South 64° 48' East 200. 50 feet to a point in the Southeasterly line of said parcel of land.

**APN: 529-11-003**



Recording  
Requested by TRGC  
RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL DOCUMENT TO:  
NAME STEFAN D. ARNAUDO  
STREET ADDRESS 5 AUGUSTA COURT  
CITY, STATE & ZIP CODE LOS GATOS, CA 95030  
TRV1736834

**23863148**  
Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
02/07/2018 08:24 AM

Titles: 1 Pages: 4  
Fees: \$54.00  
Taxes: \$0.00  
Total: \$54.00



SPACE ABOVE FOR RECORDER'S USE ONLY

INTERSPOUSAL TRANSFER GRANT DEED

Title of Document

DOCUMENTARY TRANSFER TAX \$ 0

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING AT TIME OF SALE
- EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO:

X THE UNDERSIGNED

Signature of declarant or agent determining tax

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

**MAIL TAX STATEMENTS TO THE RETURN ADDRESS NOTED ABOVE**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

Recording  
Requested by TRGC

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO  
JESSIE FOSTER/Mortgage Connect, LP.  
260 Airside Drive  
Moon Township, PA 15108

MAIL TAX STATEMENTS TO:  
STEFAN DARNAUDO  
5 Augusta Court  
Los Gatos, CA 95030

Space above this line is for Recorder's Use Only

Order No: TRV1736834

Escrow No: 941671

APN No: 529-11-006

**INTERSPOUSAL TRANSFER GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

"This conveyance establishes sole and separate property of a spouse. R&T 11911

DOCUMENTARY TRANSFER TAX is \$0.00

CITY TAX \$0.00

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Unincorporated area: X City of LOS GATOS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AMY M ARNAUDO hereby Grant(s) to STEFAN ARNAUDO, A MARRIED MAN AS HIS SOLE AND SEPERATE PROPERTY, the real property is situated in the City of Los Gatos, County of SANTA CLARA State of California, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof

ore commonly known as: 5 AUGUSTA LOS GATOS CA 95030

Prior Recorded Doc Reference: Gift Deed: Recorded: 04/28/2017; Book: ; Instrument No: 2017-23635840

SUBJECT TO: Any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record.

WITNESS my/our hand(s), this 26 day of Jan, 2018.

*[Signature]*  
AMY MARNAUDO

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

STATE OF CALIFORNIA )

SS

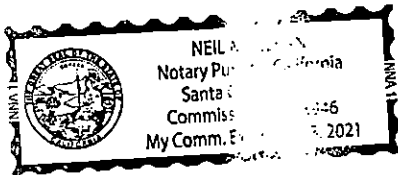
COUNTY OF SANTA CLARA )

On 1/26/2018, before me, Neil MacLean, Notary Public  
(Insert Name of Notary Public and Title)

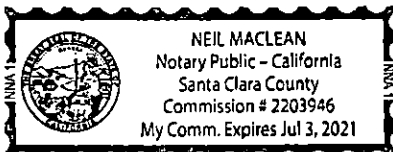
personally appeared AMY M. ARNAUDO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.



*[Signature]*  
Notary Public



**Exhibit A**  
**Legal Description**

All that certain lot or piece of ground situated in Los Gatos, county of SANTA CLARA, state of CALIFORNIA.

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAN TOMAS AQUINO ROAD; DISTANT THEREON NORTH 21° 18' EAST 94 FEET FROM THE WESTERN-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM WILL M. BEGGS TO GEORGE W. MONK, DATED FEBRUARY 12, 1946, RECORDED FEBRUARY 21, 1946 IN BOOK 1333 OF OFFICIAL RECORDS, PAGE 94, SANTA CLARA COUNTY RECORDS; RUNNING THENCE SOUTH 64° 48' EAST AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK, 71 FEET; TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64° 48' EAST AND PARALLEL WITH THE SAID SOUTHWESTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK, 64 FEET; RUNNING THENCE NORTH 21° 18' EAST 91.50 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK; RUNNING THENCE NORTH 65° 45' WEST ALONG SAID LAST NAMED LINE, 64 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH A LINE DRAWN AT NORTH 21° 18' EAST FROM THE TRUE POINT OF BEGINNING, RUNNING THENCE SOUTH 21° 18' WEST 90 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 24 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

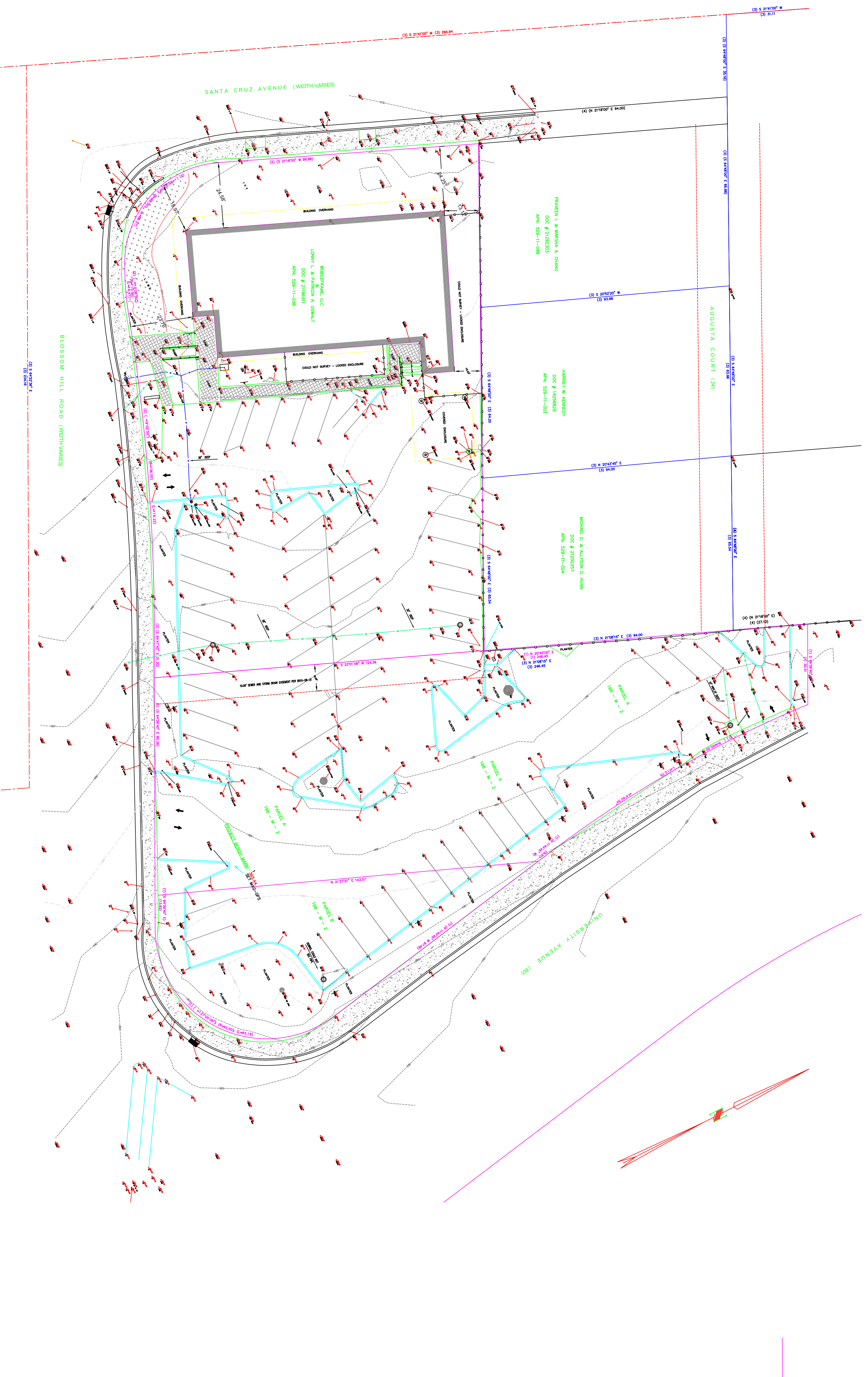
BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF THE SAN TOMAS AQUINO ROAD, DISTANT THEREON NORTH 21° 18' EAST 94 FEET FROM THE WESTERMOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM WILL M. BEGGS TO GEORGE W.

MONK; DATED FEBRUARY 12, 1946 AND RECORDED FEBRUARY 21, 1946 IN BOOK 1333 OF OFFICIAL RECORDS, AT PAGE 94; THENCE LEAVING SAID LINE OF THE SAN TOMAS AQUINO ROAD, AND RUNNING PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND SO

CONVEYED TO GEORGE W. MONK, SOUTH 64° 48' EAST 200.50 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND. GRANTOR RESERVES UNTO HIMSELF, FOR THE BENEFIT OF ADJOINING LANDS OWNED BY HIM, HIS HEIRS, EXECUTORS OR ASSIGNS, A

RIGHT OF INGRESS AND EGRESS OF A 14 FOOT STRIP OF LAND BEING THE SOUTHERLY PORTION 3/4 OF THE PARCEL HEREBOWE DESCRIBED.





**SYMBOL LEGEND**

- |                  |                                 |         |                                   |
|------------------|---------------------------------|---------|-----------------------------------|
| ○ AD             | AREA DRAIN                      | ○ RMLUC | RAIN WATER LEADER TO UNDERGROUND  |
| ○ BM             | BENCHMARK                       | ○ RWLS  | RAIN WATER LEADER SPLASH          |
| ○ BFP            | BLOW OFF PREVENTER              | ○ SSM   | SEWER SENSER MANHOLE              |
| B <sub>o</sub> ○ | ROLLBAR/POLE                    | ○ SSMH  | SEWER SENSER MANHOLE              |
| ○ CB             | CATCH BASIN                     | ○ SL    | STREET LIGHT / PARKING AREA LIGHT |
| ○ CO             | CLEAN OUT                       | ○ SSCP  | SEWER CONTROL POINT               |
| ○ DI             | DROP INLET                      | ○ SGN   | SIGN                              |
| ○ ELEC           | ELECTRIC CONTROL BOX            | ○ UP    | UTILITY POLE                      |
| ○ ELEC           | ELECTROLYSE/SIGNAL POLE         | ○ WV    | WATER VALVE                       |
| ○ FB             | FIRE HYDRANT                    | ○ WM    | WATER VALVE                       |
| ○ GW             | GAS METER                       | ○ WM    | TREE WITH TRUNK DIAMETER          |
| ○ HB             | HOSE BIB                        | ○ WM    | TREE LINE                         |
| ○ HB             | HOSE BIB                        |         |                                   |
| ○ HP             | HANDICAP PARKING                |         |                                   |
| ○ SP             | SPOT ELEVATION WITH OBSERVATION |         |                                   |
| ○ NE             | INDEX ELEVATION CONTOUR         |         |                                   |
| ○ SE             | INTERMEDIATE ELEVATION CONTOUR  |         |                                   |

**LINE TYPE LEGEND**

- |   |                                       |
|---|---------------------------------------|
| — | OVERHEAD ELECTRIC & TELEPHONE         |
| — | UNDERGROUND SANITARY SEWER LINE       |
| — | UNDERGROUND WATER LINE                |
| — | UNDERGROUND STORM DRAIN LINE          |
| — | UNDERGROUND ELECTRIC LINE             |
| — | FENCE LINE (CHAIN LINK) BUILDING LINE |
| — | EDGE OF DIRT ROAD                     |
| — | PROPERTY LINE                         |
| — | HAND RAILING                          |
| — | LANE STRIPE                           |
| — | FOO STRIPE                            |
| — | ROOF OVERHANG                         |
| — | EASEMENT LINE                         |
| — | RIGHT OF WAY LINE                     |
| — | BUILDING FACE LINE                    |
| — | CENTER LINE                           |
| — | BUILDING LINE                         |
| — | ABBREVIATION LINE                     |

**ABBREVIATION LEGEND**

- |     |                     |         |                            |
|-----|---------------------|---------|----------------------------|
| AS  | ASPHALT BERM        | HT      | HIGH VOLTAGE VALVE         |
| BF  | BACK FLOW PREVENTER | ICV     | IRRIGATION CONTROL VALVE   |
| BOL | BOLLARD             | JP      | JOINT UTILITY POLE         |
| BR  | BRICK               | KN      | NONCONCRETE                |
| CB  | CATCH BASIN         | MON     | MANHOLE                    |
| COL | COIL                | PN      | PNEUMATIC                  |
| COM | COMMUNICATION BOX   | RWD     | REMOVED TREE               |
| CON | CONCRETE            | SICD    | STORM DRAIN CLEANOUT       |
| CON | CONCRETE            | SMH     | STORM DRAIN MANHOLE        |
| CON | CONCRETE            | SLB     | SLAB                       |
| CON | CONCRETE            | SO FT   | SQUARE FEET                |
| CON | CONCRETE            | SSCO    | SANITARY SEWER CLEANOUT    |
| CON | CONCRETE            | STR     | STREET LIGHT               |
| CON | CONCRETE            | TOP CHB | TOP CURB                   |
| CON | CONCRETE            | TRP     | TRIP (UNDERGROUND UTILITY) |
| CON | CONCRETE            | WV      | WATER VALVE                |
| CON | CONCRETE            | WM      | WATER METER                |
| CON | CONCRETE            | WM      | WATER METER                |
| CON | CONCRETE            | WM      | WATER VALVE                |
| CON | CONCRETE            | WM      | WATER VALVE                |
| CON | CONCRETE            | WM      | WATER VALVE                |
| CON | CONCRETE            | WM      | WATER VALVE                |
| CON | CONCRETE            | WM      | WATER VALVE                |

**NOTES**

- A TITLE REPORT ORDER NO. NCS-555887-SC FROM FIRST AMERICAN, TITLE DATED DECEMBER 30, 2019 WAS PROVIDED FOR THIS SURVEY.
- EASEMENTS PER TITLE REPORT THAT COULD NOT BE LOCATED SHOWN ARE AS FOLLOWS:
  - EASEMENT FOR A RIGHT OF WAY DATED DECEMBER 28, 1903 BOOK 475 OFFICIAL RECORDS PAGE 83 SANTA CLARA CO RECORDS
  - EASEMENT FOR A WATER PIPE LINE DATED MAY 8, 1947 BOOK 1469 OF OFFICIAL RECORDS PAGE 599 SANTA CLARA CO RECORDS
  - EASEMENT FOR A WATER PIPE LINE DATED NOVEMBER 14, 1952 BOOK 2525 OF OFFICIAL RECORDS PAGE 75 SANTA CLARA CO RECORDS
  - EASEMENT FOR A SEWER LINE DATED DECEMBER 1, 1960 BOOK 4998 OF OFFICIAL RECORDS PAGE 630 SANTA CLARA CO RECORDS
  - EASEMENT FOR A WATER PIPE LINE DATED NOVEMBER 14, 1952 BOOK 2525 OF OFFICIAL RECORDS PAGE 75 SANTA CLARA CO RECORDS

- NOTES:**
- DATE OF SURVEY: SEPTEMBER 2019
  - SITE ADDRESS IS 101 BLOSSOM HILL ROAD, LOS GATOS CA.
  - ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
  - ALL BEARINGS ARE SHOWN IN DEGREES, MINUTES AND SECONDS.
  - AND SURFACE OBSERVATION ONLY AND MAY NOT BE COMPLETE.

**PROJECT BENCHMARK:**

CONTROL POINT #1 - SET PAVEMENT NAIL IN ASPHALT

ELEVATION = 365.44

ELEVATION DATUM:

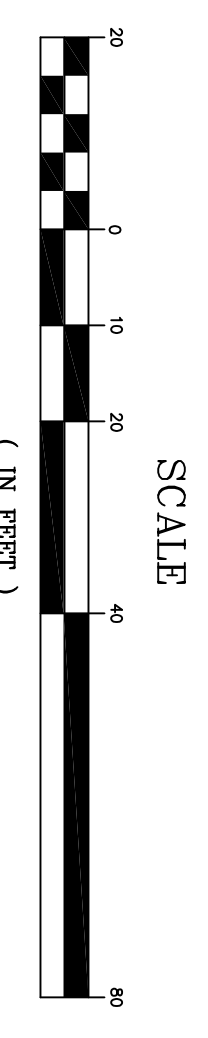
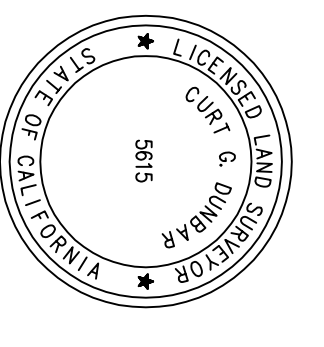
ELEVATIONS ARE BASED UPON GPS OBSERVATION = NAD83  
CONTOUR INTERVAL = 1 FOOT

**BASIS OF BEARINGS:**

BEARINGS ARE BASED UPON THE CENTRAL LINE OF AUGUST COURT AS SHOWN ON THAT PENDING RECORD OF SURVEY MAP BY T&M SURVEYORS SUBMITTED TO THE COUNTY SURVEYOR.

*Curt G. Dunbar*

CURT G. DUNBAR, PLS 5615





SANTA CRUZ AVENUE (WIDTH VARIES)

PRAVEEN I. & MARSHA A. CHANG  
DOC # 21292303  
APN: 529-11-048

HARRIET W. KENNEDY  
DOC # 14256829  
APN: 529-11-003

MICHAEL D. & ALYSSON D. HUNN  
DOC # 21200357  
APN: 529-11-004

MOBILEFRAME, LLC  
&  
LONNY L. & PATRICIA A. OSWALT  
DOC # 21196911  
APN: 529-11-036

BLOSSOM HILL ROAD (WIDTH VARIES)

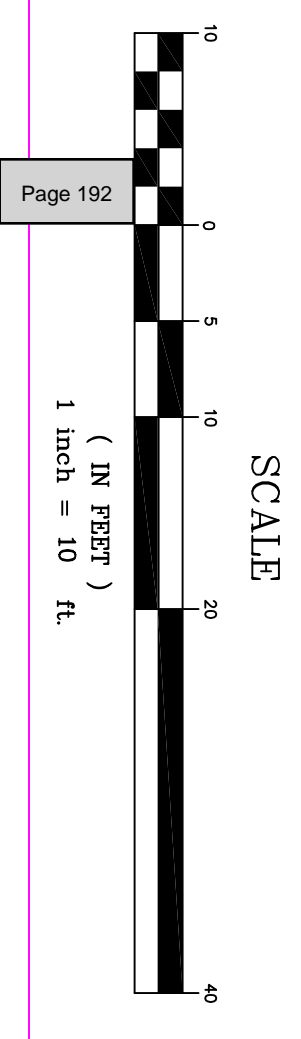
FRSITY AVENUE (80)



*CAD*

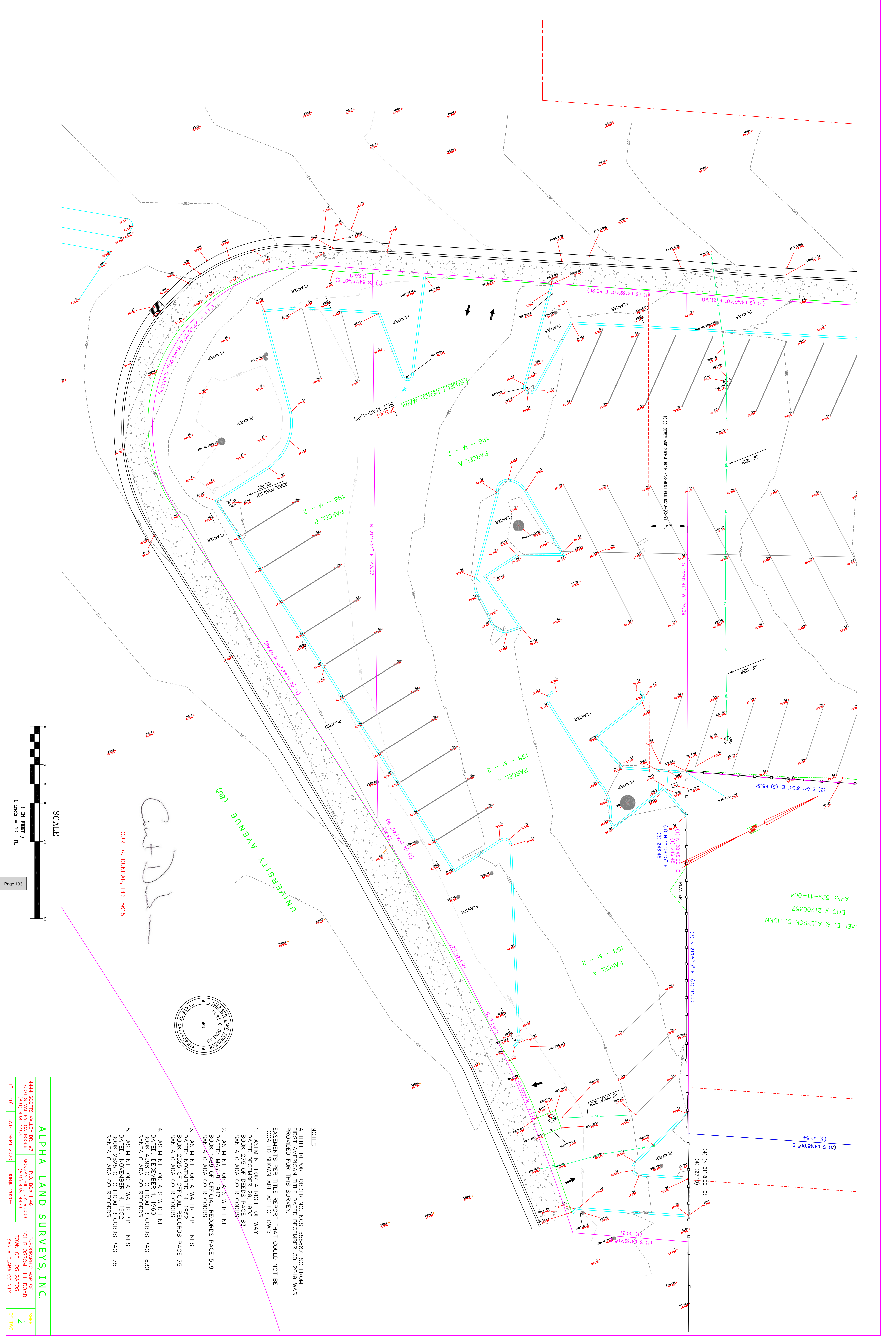


CURT G. DUNBAR, PLS 5815



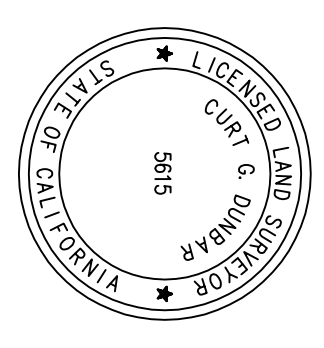
ALPHA LAND SURVEYS, INC.  
4444 SCOTT VALLEY DR. #7  
SCOTT VALLEY, CA 95066  
(931) 438-4453  
DATE: SEPT 2020  
JOB#: 2020-  
P.O. BOX 1146  
MORGAN HILL, CA 95038  
(931) 438-4453  
TOPOGRAPHIC MAP OF  
101 BLOSSOM HILL ROAD  
TOWN OF LOS GATOS  
SANTA CLARA COUNTY  
SHEET 1  
OF TWO



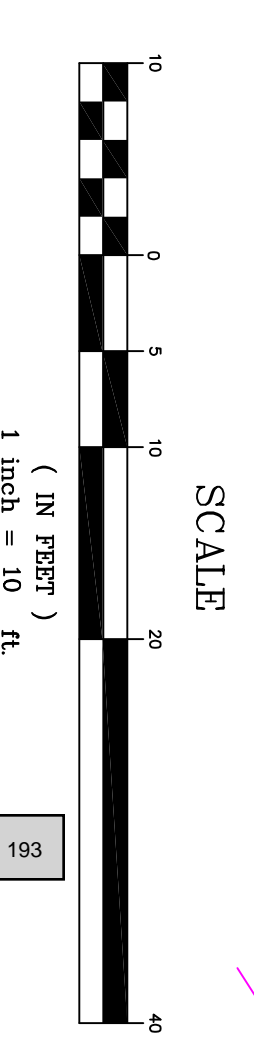


IAEL D. & ALLYSON D. HUNN  
 DOC # 21200357  
 APN: 529-11-004

*Curt G. Dunbar*  
 CURT G. DUNBAR, PLS 5615



- NOTES**
- A TITLE REPORT ORDER NO. NCS--555887-SC FROM FIRST AMERICAN TITLE DATED DECEMBER 30, 2019 WAS PROVIDED FOR THIS SURVEY.
- EASEMENTS PER TITLE REPORT THAT COULD NOT BE LOCATED SHOWN ARE AS FOLLOWS:
- EASEMENT FOR A RIGHT OF WAY  
 DATED DECEMBER 29, 1903  
 BOOK 275 OF DEEDS PAGE 83  
 SANTA CLARA CO RECORDS
  - EASEMENT FOR A SEWER LINE  
 DATED MAY 19, 1960  
 BOOK 1489 OF OFFICIAL RECORDS PAGE 599  
 SANTA CLARA CO RECORDS
  - EASEMENT FOR A WATER PIPE LINES  
 DATED: NOVEMBER 14, 1952  
 BOOK 2525 OF OFFICIAL RECORDS PAGE 75  
 SANTA CLARA CO RECORDS
  - EASEMENT FOR A SEWER LINE  
 DATED: DECEMBER 1, 1960  
 BOOK 4998 OF OFFICIAL RECORDS PAGE 630  
 SANTA CLARA CO RECORDS
  - EASEMENT FOR A WATER PIPE LINES  
 DATED: NOVEMBER 14, 1952  
 BOOK 2525 OF OFFICIAL RECORDS PAGE 75  
 SANTA CLARA CO RECORDS









In Witness Whereof, the said first part ~~has~~ executed this conveyance this

2d day of April, 1947

Columbus Z. Reed  
Vera Reed

State of California, }  
County of Santa Clara } ss.

On this 2d day of April, 1947, before me

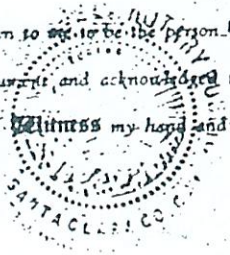
E. H. Pounds

Notary Public in and for said

County, personally appeared Columbus Z. Reed and Vera Reed, his wife

known to me to be the person in whose name it subscribed to the foregoing instrument, and acknowledged that they executed the same.

Witness my hand and official Seal.



E. H. Pounds

Notary Public in and for the County of Santa Clara, State of California

MY COM. EXPIRES 8 1947

at 1 45 P.M.

request of George W. Monk

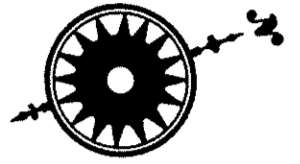
Index No. 454143

File No. 100-5

**SANTA CRUZ AVENUE**

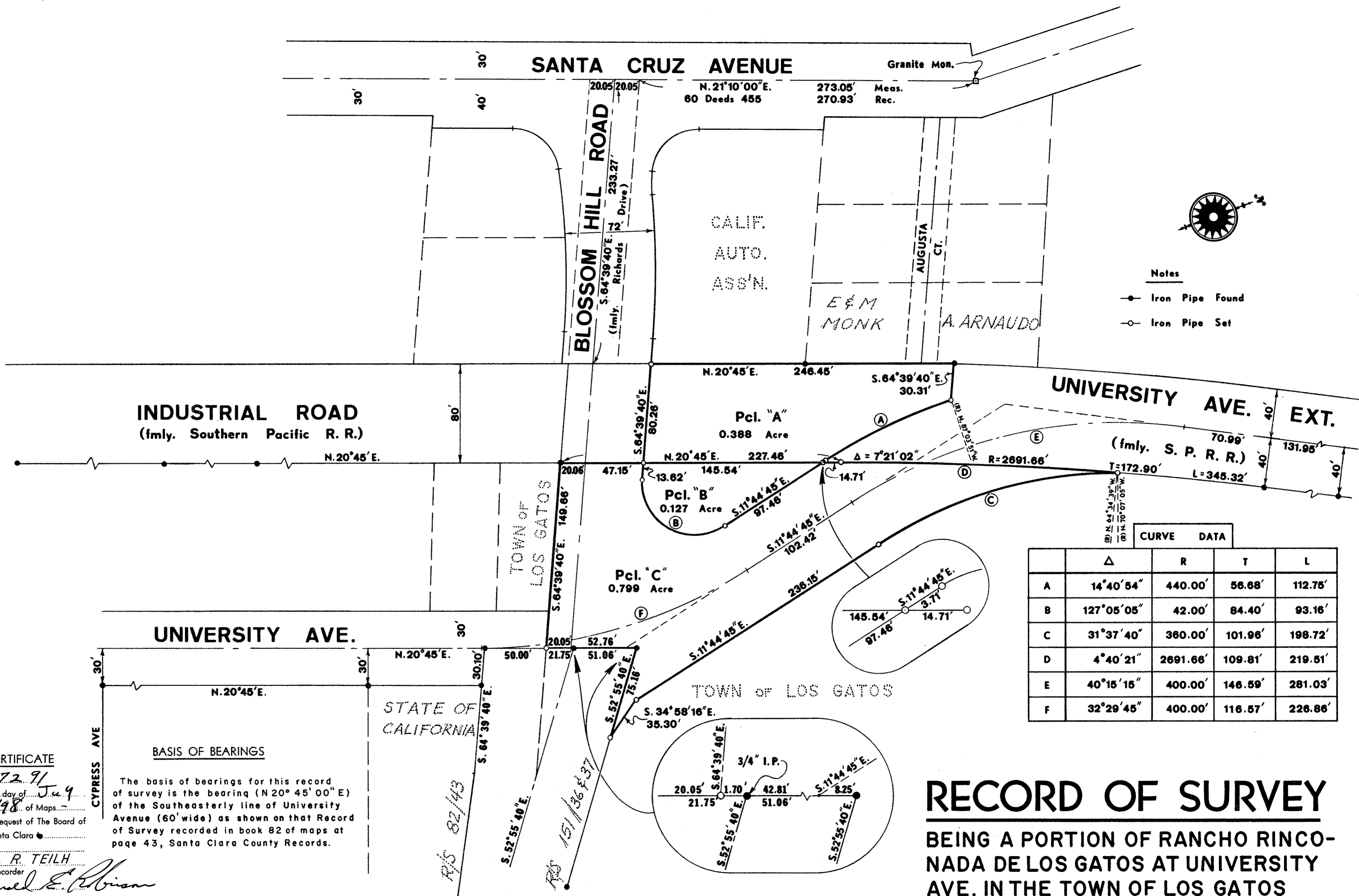
Granite Mon.

N. 21° 10' 00" E. 273.05' Meas.  
60 Deeds 455 270.93' Rec.



**Notes**

- Iron Pipe Found
- Iron Pipe Set



**CURVE DATA**

	Δ	R	T	L
A	14° 40' 54"	440.00'	56.68'	112.75'
B	127° 05' 05"	42.00'	84.40'	93.16'
C	31° 37' 40"	360.00'	101.96'	198.72'
D	4° 40' 21"	2691.66'	109.81'	219.51'
E	40° 15' 15"	400.00'	146.59'	281.03'
F	32° 29' 45"	400.00'	116.57'	226.86'

**RECORDER'S CERTIFICATE**

File No. 2897291  
 Filed for record this 30th day of July  
 1965, at 3:41 p.m. in Book 198 of Maps  
 at page 2 at the request of The Board of  
 Supervisors of the County of Santa Clara

Noted PAUL R. TEILH  
 County Recorder  
 By Deputy Donal E. Gibson

**BASIS OF BEARINGS**

The basis of bearings for this record of survey is the bearing (N 20° 45' 00" E) of the Southeasterly line of University Avenue (60' wide) as shown on that Record of Survey recorded in book 82 of maps at page 43, Santa Clara County Records.

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code at the request of The Board of Supervisors of the County of Santa Clara  
 in July 1965  
James T. Patt  
 P.C.E. No. 14360

**CO. SURVEYOR'S CERTIFICATE**

This map has been examined for conformance with the requirements of Chapter 15 of Division 3 of the Business and Professions Code this 30 day of July, 1965  
James T. Patt  
 County Surveyor  
 By Deputy Donal E. Gibson

**RECORD OF SURVEY**

**BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVE. IN THE TOWN OF LOS GATOS**

**SANTA CLARA COUNTY, CALIFORNIA**  
 SCALE: 1" = 50'



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 17

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DATE: November 10, 2021  
TO: Mayor and Town Council  
FROM: Lisa Velasco, Human Resources Director  
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date

**RECOMMENDATION:**

Approve an amendment to the Employment Agreement (Attachment 1) between the Town of Los Gatos and the Town Manager effective on the anniversary date.

**BACKGROUND:**

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

**DISCUSSION:**

As outlined in the Employment Agreement, the Town Manager's performance and compensation is reviewed annually in conjunction with a performance evaluation. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment. In accordance with the agreement terms for Town Manager Laurel Prevetti, the Town Council completed the evaluation for her sixth year in the position, from September 2020 through September 2021.

Based upon the satisfactory completion of the performance review in Closed Session, Council recommended that the Town Manager's annual base salary increase two-percent (2%) to \$267,750 annually, effective in the pay period that includes October 1, 2021. While the written review stated an effective date of October 1, 2021, this was intended to bring consistency

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

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DISCUSSION (continued):

between the Town Attorney and Town Manager; however due to the Employment Agreement language, it should be revised to the anniversary date.

The Employment Agreement also provides authorization for the Town Manager to receive the same benefits as Town Management employees. Pending receipt of Council authority to provide an additional one-time eight (8) hour floating holiday (not subject to cash out) to be used by June 30, 2022 for unrepresented Management employees, the same holiday should be provided to the Town Manager.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Manager's annual base salary increase two-percent (2%) to \$267,750 annually, effective in the pay period that includes September 2, 2021. Pending receipt of Council authority to provide a floating holiday to unrepresented Management employees, the same holiday should be provided to the Town Manager.

FISCAL IMPACT:

Funding to support the Town Manager's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits.

The anticipated fiscal impact for the remainder of the fiscal year is \$5,847 and is included in the 2021/22 Operating Budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

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

## **SIXTH AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT**

This Amendment to Town Agreement AGR 15-172 is entered into this 16<sup>th</sup> day of November, 2021, by and between the Town of Los Gatos, a municipal corporation (“TOWN”), and Laurel Prevetti (“EMPLOYEE”).

### **RECITALS**

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

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

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

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

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

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

**WHEREAS**, on the basis of the annual evaluation, the Town Council desires to amend the employment agreement to award a \$5,250 wage increase to the annual base salary, effective on October 1, 2021; and

**IT IS THEREFORE AGREED** by the parties as follows:

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

**A. Salary.**

The Town Manager is awarded a \$5,250 wage increase for a total annual base salary of \$267,750, effective September 2, 2021.

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

**Benefits.**

The Town Manager is awarded a one-time eight (8) hour floating holiday to be used by June 30, 2022. The holiday is not available for cash-out.

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

TOWN OF LOS GATOS

\_\_\_\_\_  
Marico Sayoc, Mayor

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

ATTEST:

\_\_\_\_\_  
Shelley Neis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert W. Schultz, Town Attorney





# TOWN MANAGER EMPLOYMENT AGREEMENT

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

## RECITALS

A. The Town Council of the Town of Los Gatos desires to appoint Laurel Prevetti to the position of Town Manager of the Town of Los Gatos on September 2, 2015.

B. It is the desire of the Town Council to establish the terms and conditions of employment of Laurel Prevetti as Town Manager of the Town of Los Gatos, including the duties, salary and benefits of employment.

C. Laurel Prevetti desires to accept employment as Town Manager of the Town of Los Gatos under the terms set forth herein.

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

### SECTION 1. DUTIES AND RESPONSIBILITIES:

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

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



**SECTION 2. SALARY:**

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

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

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

**SECTION 3. BENEFITS:**

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

**SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:**

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

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

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

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

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

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

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

#### **SECTION 5. TECHNOLOGY:**

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

#### **SECTION 6. ADDITIONAL EXPENSES:**

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

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

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

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

#### **SECTION 7. TERM; TERMINATION:**

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

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

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

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

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

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

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

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

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

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

**SECTION 8. GENERAL PROVISIONS:**

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

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

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

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

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


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

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

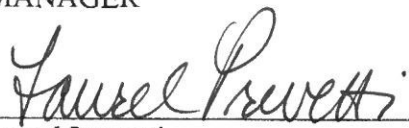
**H. Attorney's Fees.** In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

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

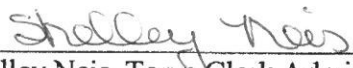
TOWN OF LOS GATOS

  
\_\_\_\_\_  
Mayor Marcia Jensen

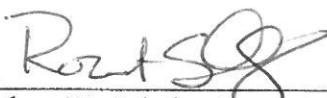
MANAGER

  
\_\_\_\_\_  
Laurel Prevetti

ATTEST:

  
\_\_\_\_\_  
Shelley Neis, Town Clerk Administrator

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert W. Schultz, Town Attorney





MEETING DATE: 09/01/2015  
ITEM NO: 4

COUNCIL AGENDA REPORT

DATE: AUGUST 27, 2015  
TO: MAYOR AND TOWN COUNCIL  
FROM: ROBERT W. SCHULTZ, TOWN ATTORNEY  
RUMI PORTILLO, HUMAN RESOURCES DIRECTOR  
SUBJECT: EMPLOYMENT AGREEMENT FOR NEW TOWN MANAGER

RECOMMENDATION:

Approve the employment agreement with Laurel Prevetti for appointment to Town Manager and authorize the Mayor to execute the agreement.

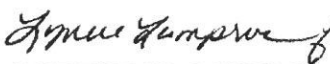
BACKGROUND:

In accordance with the Town's Municipal Code, the Town Manager is appointed by the Town Council. The terms and conditions of employment historically have been set forth in an employment agreement between the appointee and the Town. The employment agreement is established at the time of appointment and updated periodically on an as-needed basis.



The Town contracted with an executive search firm, Teri Black and Associates, for the recruitment of a new Town Manager. The recruitment process is now complete and the Town Council selected Laurel Prevetti from a pool of highly qualified candidates for the position.

DISCUSSION:

The attached employment agreement sets forth the terms and conditions of Laurel Prevetti's appointment to the position. Under the proposed agreement, Ms. Prevetti commences her position as the Town Manager on September 2, 2015. The proposed annual base salary is \$203,000.

PREPARED BY:   
ROBERT W. SCHULTZ  
TOWN ATTORNEY

  
RUMI PORTILLO  
HUMAN RESOURCES DIRECTOR

Reviewed by:  Interim Town Manager  Finance

PAGE 2  
MAYOR AND TOWN COUNCIL  
SUBJECT: Employment Agreement for Town Manager  
August 27, 2015

CONCLUSION:

Approve the employment agreement between the Town and Laurel Prevetti and authorize the Mayor to execute the agreement on behalf of the Town.

ALTERNATIVES:

N/A

COORDINATION:

This memo was coordinated with the Town Manager's Office, Town Attorney, Finance and Human Resources.

FISCAL IMPACT:

The adoption of this agreement results in no new costs to the Town. The funding to support the salary and associated costs for the Town Manager's position is included in the Administrative Services program budget on an ongoing basis.

Attachment: Town Manager Employment Agreement between  
the Town of Los Gatos and Laurel Prevetti





# AGREEMENT / AMENDMENT ROUTING COVER SHEET

Initiating Department: Human Resources Contact Name/Phone: Heather x5739

Agreement Title: Town Manager Agreement - Laurel Prevetti

Term of Agreement: From September 2, 2015 To n/a

Date Approved By Council: September 1, 2015 Item or Resolution #: Item #4

Vendor Name: n/a Vendor #: n/a

Vendor Email: n/a Vendor Phone: n/a

Vendor Contact: n/a

Business License #: n/a Expiration Date: n/a

Insurance (IHH) #: n/a Expiration Date: n/a

Insurance waiver requested (a completed Release of Liability is attached)

### Please Select One:

This is a standard agreement form that has not been altered.

Alterations have been made to the following paragraph(s)/section(s):

Amount of Agreement: n/a Program and Account #: n/a

Routing	Action(s)	Date Completed	Signature
1. Clerk Administrator	1. Assign Agreement # <u>15.172</u> 2. Check Insurance	<u>9/2/15</u>	<u>an</u>
2. Finance	1. Confirm Funds Budgeted 2. Verify Purchasing Policy Compliance 3. Check Payment Terms	<u>9/2/15</u>	<u>[Signature]</u>
3. Town Attorney	1. Approve Insurance Waiver 2. Sign Agreement	<u>9/2/15</u>	<u>[Signature]</u>
4. Town Manager <u>9/2</u>	1. Sign Agreement <u>(MAYOR)</u>	<u>9.2.15</u>	<u>LPP</u>
5. Clerk Administrator	1. Scan and file agreement 2. Notify Department (Department sends agreement to vendor)	<u>9-2-15</u>	<u>an</u>

## Agreement Narrative:

If your agreement has gone before the Town Council for approval, please reference that fact and include a very brief description of the purpose of the agreement. If your agreement has not gone to the Town Council for approval, included a discussion of the purpose of the agreement, how the Town's purchasing procedures were followed, and any special instructions.

**Please insert  
your narrative  
here:**

Please see attached Staff Report - Council Meeting September 1, 2015 Agenda Item #4

### Attachments:

- Agreement Signed by Vendor. Identify number of duplicate originals: one
- Exhibits to Agreement (Please list) n/a
- Copy of insurance certificates or Release of Liability
- Originals of Bonds issued for contract
- First page of Town Council Report

**Town of Los Gatos Town Council and Management Classifications**  
**Salary Schedule for Fiscal Year 2021/22**  
**Effective June 27, 2021 (unless otherwise noted)**  
**Adopted by Town Council November 16, 2021**

<b>Class Code</b>	<b>Classification Title</b>	<b>Annual Salary Minimum</b>	<b>Annual Salary Maximum</b>
2615	Assistant Parks & Public Works Director/Town Engineer	\$ 141,787	\$ 191,413
2110	Assistant Town Manager	\$ 168,540	\$ 227,529
2420	Chief Building Official	\$ 128,453	\$ 173,411
2400	Community Development Director	\$ 164,425	\$ 221,974
2180	Community Outreach Coordinator	\$ 88,692	\$ 119,734
2130	Economic Vitality Manager	\$ 122,262	\$ 165,054
2310	Finance and Budget Manager	\$ 128,453	\$ 173,411
2300	Finance Director	\$ 160,419	\$ 216,565
2200	Human Resources Director	\$ 148,965	\$ 201,103
2900	Information Technology Manager	\$ 128,453	\$ 173,411
2800	Library Director	\$ 148,965	\$ 201,103
2820	Library Division Manager	\$ 97,899	\$ 132,163
2600	Parks & Public Works Director	\$ 164,425	\$ 221,974
2645	Parks & Public Works Operations Manager	\$ 110,764	\$ 149,531
2630	Parks & Public Works Superintendent	\$ 128,453	\$ 173,411
2412	Planning Manager	\$ 128,453	\$ 173,411
2510	Police Captain	\$ 152,689	\$ 206,130
2500	Police Chief	\$ 172,753	\$ 233,217
2545	Police Records & Communication Manager	\$ 119,280	\$ 161,028
2140	Senior Administrative Analyst	\$ 95,511	\$ 128,940
2650	Senior Civil Engineer	\$ 122,262	\$ 165,054
2000	Town Attorney - Council Appointed ( <i>Effective 9/19/21, Adopted by Town Council 11/16/21</i> )		\$ 249,900
2190	Town Clerk	\$ 128,453	\$ 173,411
2100	Town Manager - Council Appointed ( <i>Effective 8/22/21, Adopted by Town Council 11/16/21</i> )		\$ 267,750
2655	Transportation & Mobility Manager	\$ 119,280	\$ 161,028
1000	Town Council ( <i>Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18</i> )	\$570 Stipend per month, for a total compensation of \$6,840 per year	

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

**Reflects a General Increase of 2%**



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 17

ADDENDUM

---

DATE: November 12, 2021  
TO: Mayor and Town Council  
FROM: Lisa Velasco, Human Resources Director  
SUBJECT: Approved an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager Effective on the Anniversary Date

REMARKS:

Attachment 4 includes the Amendment to the Employment Agreement with a correction to the effective date.

ATTACHMENTS:

Previously received with the Staff Report:

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

Received with this Addendum:

4. Amendment to the Town Manager Employment Agreement Effective Date

PREPARED BY: Lisa Velasco  
Human Resources Director

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

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## **SIXTH AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT**

This Amendment to Town Agreement AGR 15-172 is entered into this 16<sup>th</sup> day of November, 2021, by and between the Town of Los Gatos, a municipal corporation (“TOWN”), and Laurel Prevetti (“EMPLOYEE”).

### **RECITALS**

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

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

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

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

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

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

**WHEREAS**, on the basis of the annual evaluation, the Town Council desires to amend the employment agreement to award a \$5,250 wage increase to the annual base salary, effective on the anniversary date; and

**IT IS THEREFORE AGREED** by the parties as follows:

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

**A. Salary.**

The Town Manager is awarded a \$5,250 wage increase for a total annual base salary of \$267,750, effective September 2, 2021.

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

**Benefits.**

The Town Manager is awarded a one-time eight (8) hour floating holiday to be used by June 30, 2022. The holiday is not available for cash-out.

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

TOWN OF LOS GATOS

\_\_\_\_\_  
Marico Sayoc, Mayor

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

ATTEST:

\_\_\_\_\_  
Shelley Neis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert W. Schultz, Town Attorney





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 18

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DATE: November 10, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney

**RECOMMENDATION:**

Approve an amendment to the Employment Agreement (Attachment 1) between the Town of Los Gatos and the Town Attorney.

**BACKGROUND:**

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

**DISCUSSION:**

As outlined in the Employment Agreement, the Town Attorney's performance and compensation is reviewed annually in conjunction with a performance evaluation. The review of the Employment Agreement is conducted to ensure legal compliance and to provide for any adjustments in the terms and conditions of employment. In accordance with the agreement terms for Town Attorney Robert Schultz, the Town Council completed the evaluation for his eighth year in the position, from December 2020 through December 2021.

The discussion of the performance review was conducted in Closed Session meetings that took place on October 5, October 19, and November 1. Based upon the satisfactory completion of

**PREPARED BY:** Lisa Velasco  
Human Resources Director

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

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DISCUSSION (continued):

the performance review, Council authorized a two-percent (2%) salary increase, which is equivalent to a new salary of \$249,900 annually. The performance review and salary increase authorization is based on past performance and occurred prior to the resignation notice provided by the Town Attorney. The salary increase is authorized to be effective in the pay period that includes October 1, 2021.

The Employment Agreement also provides authorization for the Town Attorney to receive the same benefits as Town Management employees. Pending receipt of Council authority to provide an additional one-time eight (8) hour floating holiday (not subject to cash out) to be used by June 30, 2022 for unrepresented Management employees, the same holiday should be provided to the Town Attorney.

CONCLUSION:

Based upon the satisfactory completion of the performance review in Closed Session, it is recommended that the Town Attorney's annual base salary increase two-percent (2%) to \$249,900 annually, effective in the pay period that includes October 1, 2021. Pending receipt of Council authority to provide a floating holiday to unrepresented Management employees, the same holiday should be provided to the Town Attorney.

FISCAL IMPACT:

Funding to support the Town Attorney's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The FY 2021/22 Operating Budget forecast included an anticipation of increases in Town salaries and benefits, therefore, a budget adjustment is not necessary. The anticipated impact for the remainder of the 2021/22 is \$4,937.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

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

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

This Amendment to Town Agreement AGR13.180 is entered into this 16<sup>th</sup> day of November, 2021, by and between the Town of Los Gatos, a municipal corporation ("TOWN") and Robert Schultz ("EMPLOYEE").

**RECITALS:**

**WHEREAS**, Town and Robert Schultz executed an Agreement effective December 12, 2013 to provide Town Attorney services to the Town;

**WHEREAS**, a First Amendment to the Agreement was executed on December 17, 2015 to amend the employment agreement to award a 2% wage increase to the annual base salary, effective with the Town Attorney's anniversary date of December 12, 2014 and a lump sum performance bonus of \$2,000; and

**WHEREAS**, a Second Amendment to the Agreement was executed on January 19, 2016 to amend the employment agreement to award a 5% wage increase to the annual base salary, effective with the Town Attorney's anniversary date of December 12, 2015 and a lump sum performance bonus of \$5,000; and

**WHEREAS**, a Third Amendment to the Agreement was executed on February 7, 2017 to amend the employment agreement to award a 2.5% wage increase to the annual base salary, effective with the Town Attorney's anniversary date of December 12, 2016, a lump sum performance bonus of \$2,500, and transfer the \$350 per month (\$4,200 annually) car allowance to annual base salary; and

**WHEREAS**, a Fourth Amendment to the Agreement was executed on January 16, 2018 to amend the employment agreement to award a \$7,607 wage increase to the annual base salary, effective January 16, 2018, and a one-time lump sum performance bonus of \$3,000; and

**WHEREAS**, a Fifth Amendment to the Agreement was executed on December 4, 2018 to amend the employment agreement to award a \$10,000 wage increase to the annual base salary, effective with the Town Attorney's anniversary date of December 12, 2018, and a one-time lump sum performance bonus of \$3,225; and

**WHEREAS**, a Sixth Amendment to the Agreement was executed on December 3, 2019 to amend the employment agreement to award a \$10,000 wage increase to the annual base salary, effective with the Town Attorney's anniversary date of December 12, 2019, and a one-time lump sum performance bonus of \$5,000.

**WHEREAS**, a Seventh Amendment to the Agreement was executed on November 3, 2020 to amend the employment agreement to award a \$10,000 wage increase to the annual base salary,

effective with the Town Attorney's anniversary date of December 12, 2020, and a one-time lump sum performance bonus of \$5,000.

**WHEREAS**, on the basis of the annual evaluation, the Town Council desires to amend the employment agreement to award a \$4,900 wage increase to the annual base salary, effective with the on October 1, 2021.

**IT IS THEREFORE AGREED** by the parties as follows:

Section 4 of the Agreement is amended to read as follows:

4. Compensation

(a) Base Salary.

(1) The Town Attorney is awarded a \$4,900 wage increase for a total annual base salary of \$249,900, effective October 1, 2021.

(f) Leave and Benefits.

The Town Attorney is awarded a one-time eight (8) hour floating holiday to be used by June 30, 2022. The holiday is not available for cash-out.

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

TOWN OF LOS GATOS

\_\_\_\_\_  
Marico Sayoc, Mayor

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

ATTEST:

\_\_\_\_\_  
Shelley Neis, Town Clerk

**TOWN OF LOS GATOS  
AGREEMENT FOR EMPLOYMENT  
TOWN ATTORNEY**

This Agreement is made and entered into this 2<sup>nd</sup> day of December, 2013, by and between the Town of Los Gatos, a California municipal corporation, hereinafter referred to as "Town" and Robert Schultz, hereinafter referred to as "Attorney."

**RECITALS**

- A. Town desires to employ Attorney as Town Attorney to fulfill the duties set forth in Section 2.30.505 of the Town Code of Los Gatos.
- B. Attorney has the education and experience for the position and desires to accept the appointment as Town Attorney of the Town of Los Gatos under the terms set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and respective and mutual covenants herein, Town and Attorney agree as follows:

- 1. Appointment. Town appoints Attorney and Attorney agrees to serve as Town Attorney. Attorney agrees to devote himself full time to the performance of the duties of Town Attorney, unless otherwise authorized in writing by the Town Council.
- 2. Duties. Attorney shall perform the functions and duties of the Town Attorney as specified under the laws of the State of California, the Los Gatos Municipal Code, and the ordinances and resolutions of Town, and perform such other duties and functions as the Town Council may assign from time to time. Legal services shall include, but not be limited to, the preparation and review of ordinances, resolutions, agreements, and contracts; legal research; attendance at Town Council meetings and other meetings upon request; rendering of legal opinions to the Town Council and Town Manager; representation of the Town, members of the Town Council and other Town officers and employees in claims and litigation filed by or against the Town, except those that the Town Attorney or Town Council determine should be handled by outside counsel; and such other legal services as may be directed by Town Council or Town Manager. Consistent with other demands of the office, Attorney will use his best efforts to handle general municipal and land use litigation himself to reduce costs of outside counsel.
- 3. Term. This Agreement shall commence on December 12, 2013 and extend indefinitely until terminated as provided hereinafter.

4. Compensation. Attorney shall receive the following compensation:

(a) Base Salary. Town shall pay Attorney the annual base salary of one hundred eighty-five thousand dollars (\$185,000.00) (“Base Salary”), in installments at the same time as other employees of Town are paid.

(b) Performance Review. The Town Council shall evaluate Attorney’s performance annually and upon completion of its annual review, if Town Council determines that Attorney’s performance is fully satisfactory (i.e. has met the performance expectations), Town Council shall increase Attorney’s compensation in an amount at least consistent with compensation increases granted to other Town management employees. Attorney understands and agrees that he has no entitlement to an increase in compensation. The Town Council may adjust the base salary or provide a one-time lump sum payment, or a combination of both at the sole discretion of Council.

(c) Furlough. Attorney will be subject to time off without pay for Town approved furlough days.

(d) Holiday Closures. Attorney will be subject to take days off without pay during holiday closures, but may use leave balances to avoid loss of compensation during the Town approved closures.

(e) Auto Allowance. Attorney shall receive a monthly auto allowance of three hundred fifty dollars (\$350.00).

(f) Leave and Benefits. Except as otherwise set forth in this Agreement, in addition to the benefits specified herein, Attorney shall receive any and all employee benefits otherwise accorded Town’s executive management employees, including without limitation paid retirement benefits consistent with Town policy through the Public Employees Retirement System and health benefits, and as those benefits may be changed from time to time.

(1) Vacation. As of the Attorney’s commencement of employment, Attorney shall be credited with 14 days of vacation leave, and shall thereafter be entitled to accrue and use vacation leave at the same rate as set forth in the Town’s vacation policy for management employees.

(2) Sick Leave. As of the Attorney’s commencement of employment, Attorney shall be credited with twelve (12) days of sick leave, and shall thereafter be entitled to accrue and use sick leave at the same rate as set forth in the Town’s sick leave policy for management employees.

(3) Administrative Leave. Attorney shall be entitled to forty (40) hours of administrative leave per year and, shall be entitled to use administrative leave in the same manner permitted pursuant to Town policy.

(4) Personal Leave. Attorney shall be entitled to personal leave in the amount up to forty (40) hours per year as determined by Town Council and, shall be entitled to use personal leave in the same manner permitted pursuant to Town policy.

(5) Health Insurance. Town shall contribute to Attorney's health insurance costs at the same rate as set forth in the Town's health insurance policy for management employees.

(g) Relocation Assistance. Attorney shall be reimbursed up to \$10,000 for relocation costs only after his immediate family members have relocated to the Bay Area. Any reimbursement shall be subject to repayment in full by Attorney to Town if he resigns prior to July 1, 2015. No housing allowance shall be provided.

(h) Retirement. Attorney shall participate in the Town's retirement plan through CALPERS and shall be enrolled as "Classic" status under PERS at the 2% at 60 rate and 36 months final compensation formula. Attorney shall be responsible for the employee contribution share at the same rate pursuant to Town policy for management employees. Attorney shall also be entitled to participate in the Town's Retiree Medical Program as made available to other management employees.

(i) Job Related Expenses. Town shall reimburse Attorney for costs of membership in the State Bar of California and for the reasonable costs of mandatory continuing legal education sponsored by the League of California Cities including transportation, food, lodging, tuition, and printed materials. Within budget limitations, the Town shall reimburse Attorney for costs of additional professional education and membership and attendance at meetings of professional groups such as the State Bar of California, Santa Clara County Bar Association, the League of California Cities (Attorney's Department), the Bay Area City Attorney's Association, and Santa Clara County City Attorney's Association or other relevant municipal law training. Attorney shall be reimbursed for any other costs or expenses reasonably related to the performance of his duties, subject to obtaining prior approval from the Town Manager and the Mayor.

## 5. Termination and Severance.

(a) Termination. This Agreement may be terminated in the following manner:

- (1) By attorney providing Town sixty (60) days written notice;
- (2) By majority vote of the Town Council; or
- (3) At any time by other method agreed upon by both parties in writing.

(b) Severance. In the event of termination by a majority of the Town Council for reasons other than Attorney's commission of a crime of moral turpitude or a violation of statute or law constituting misconduct in office or disbarment from the practice of law, Town Council will provide Attorney thirty (30) days written notice and Attorney shall be paid six (6) months of compensation as severance. Compensation for the purpose of calculating severance shall be attorney's based compensation as may be adjusted from time to time. Attorney shall be paid for

accrued vacation leave, holidays, and other benefits accrued at the time of the cessation of his duties, as part of any termination or retirement.

(c) Termination for Cause. In the event Attorney is terminated because of his conviction of any illegal act involving a felony, personal gain, or moral turpitude, Town shall have no obligation to pay the severance as set forth in this Agreement. In the event that Attorney is under investigation for any of the foregoing reasons, Town may withhold all or part of such severance pay until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered.

Notwithstanding Paragraph 4 above, Town shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of Paragraph 4 and 5 if Attorney is terminated as a result of a conviction of a crime involving an abuse of his office or position. Any paid leave salary offered by Town to Attorney pending an investigation shall be fully reimbursed by Attorney if he is convicted of a crime involving an abuse of his office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 including either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

6. Indemnification. Town agrees to defend, hold harmless and indemnify Attorney against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out an alleged act or omission occurring in the performance of Attorney's duties. Town, at its discretion, is not required to indemnify Attorney for any illegal or criminal acts committed by Attorney.

7. Other Terms and Conditions.

(a) Amendment. From time to time by mutual agreement, the Town Council and Attorney may amend this Agreement or fix other terms and conditions of Attorney's employment, either by written addendum attached hereto or by resolution, provided that such amendments are not inconsistent with the provisions of this Agreement, the Town Code, or any other law.

(b) Application of General Rules. As to any matter not expressly covered in this Agreement, Attorney shall be subject to the same rules and policies as any other management employee.

8. Notices.

(a) Notices pursuant to this Agreement shall be given by deposit in the custody of the United Postal Services, postage prepaid, addressed as follows:

Mayor and Town Council  
Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030

Robert Schultz  
Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030

(b) Notices also may be personally served in the same manner as applicable to civil litigation practice.

(c) Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the United State Postal Service.

(d) Either party hereto may change their respective address of record by providing written notice thereof in accordance with this Section.

9. General Provisions.

(a) The text herein shall constitute the entire Agreement between the parties.

(b) No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the Town and the Attorney. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.

(c) This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Attorney acknowledges that he has not relied on any promises, statement, representations, or warranties except as set forth expressly in this Agreement.

(d) This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties, provided; however, that Attorney may not assign his obligations hereunder.


(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any action concerning this Agreement shall be limited to the Superior Court for the County of Santa Clara.

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

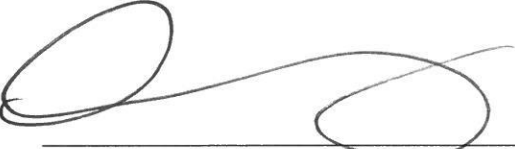


(g) Unless provided for otherwise by this Agreement, all provisions of the Town Code which are applicable to the Town Attorney shall remain in full force and effect.

ATTORNEY:

  
\_\_\_\_\_  
Robert Schultz

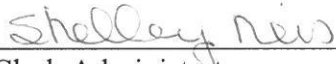
TOWN OF LOS GATOS:

  
\_\_\_\_\_  
Steve Leonardis, Mayor

Approved As To Form:

  
\_\_\_\_\_  
Judith Propp, Town Attorney

ATTEST:

  
\_\_\_\_\_  
Clerk Administrator



# AGREEMENT / AMENDMENT ROUTING COVER SHEET

Initiating Department: TA Contact Name/Phone: Judith x 688

Agreement Title: Agreement for Employment Town Attorney

Term of Agreement: From \_\_\_\_\_ To \_\_\_\_\_

Date Approved By Council: 12/02/2013 Item or Resolution #: 2

Vendor Name: \_\_\_\_\_ Vendor #: \_\_\_\_\_

Vendor Email: \_\_\_\_\_ Vendor Phone: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_

Business License #: N/A Expiration Date: \_\_\_\_\_

Insurance (IHH) #: N/A Expiration Date: \_\_\_\_\_

Insurance waiver requested (a completed Release of Liability is attached)

### Please Select One:

This is a standard agreement form that has not been altered.

Alterations have been made to the following paragraph(s)/section(s): Custom

Amount of Agreement: \_\_\_\_\_ Program and Account #: \_\_\_\_\_

Routing	Action(s)	Date Completed	Signature
1. Clerk Administrator	1. Assign Agreement # <u>13-180</u> 2. Check Insurance	<u>12/9/13</u>	<u>Shelley News</u>
2. Finance	1. Confirm Funds Budgeted <u>N/A</u> 2. Verify Purchasing Policy Compliance <u>12/10</u> 3. Check Payment Terms	<u>12/11/13</u>	<u>JM</u>
3. Town Attorney	1. Approve Insurance Waiver 2. Sign Agreement	<u>12/9/2013</u>	<u>[Signature]</u>
4. Town Manager	1. Sign Agreement	<u>N/A</u>	<u>Signed By Mayor on 12/3/2013</u>
5. Clerk Administrator	1. Scan and file agreement 2. Notify Department (Department sends agreement to vendor)	<u>12/11/13</u>	<u>Shelley News</u>

## Agreement Narrative:

If your agreement has gone before the Town Council for approval, please reference that fact and include a very brief description of the purpose of the agreement. If your agreement has not gone to the Town Council for approval, included a discussion of the purpose of the agreement, how the Town's purchasing procedures were followed, and any special instructions.

**Please insert  
your narrative  
here:**

### Attachments:

- Agreement Signed by Vendor. Identify number of duplicate originals:   1
- Exhibits to Agreement (Please list) \_\_\_\_\_
- Copy of insurance certificates or Release of Liability
- Originals of Bonds issued for contract
- First page of Town Council Report

**Town of Los Gatos Town Council and Management Classifications**  
**Salary Schedule for Fiscal Year 2021/22**  
**Effective June 27, 2021 (unless otherwise noted)**  
**Adopted by Town Council November 16, 2021**

<b>Class Code</b>	<b>Classification Title</b>	<b>Annual Salary Minimum</b>	<b>Annual Salary Maximum</b>
2615	Assistant Parks & Public Works Director/Town Engineer	\$ 141,787	\$ 191,413
2110	Assistant Town Manager	\$ 168,540	\$ 227,529
2420	Chief Building Official	\$ 128,453	\$ 173,411
2400	Community Development Director	\$ 164,425	\$ 221,974
2180	Community Outreach Coordinator	\$ 88,692	\$ 119,734
2130	Economic Vitality Manager	\$ 122,262	\$ 165,054
2310	Finance and Budget Manager	\$ 128,453	\$ 173,411
2300	Finance Director	\$ 160,419	\$ 216,565
2200	Human Resources Director	\$ 148,965	\$ 201,103
2900	Information Technology Manager	\$ 128,453	\$ 173,411
2800	Library Director	\$ 148,965	\$ 201,103
2820	Library Division Manager	\$ 97,899	\$ 132,163
2600	Parks & Public Works Director	\$ 164,425	\$ 221,974
2645	Parks & Public Works Operations Manager	\$ 110,764	\$ 149,531
2630	Parks & Public Works Superintendent	\$ 128,453	\$ 173,411
2412	Planning Manager	\$ 128,453	\$ 173,411
2510	Police Captain	\$ 152,689	\$ 206,130
2500	Police Chief	\$ 172,753	\$ 233,217
2545	Police Records & Communication Manager	\$ 119,280	\$ 161,028
2140	Senior Administrative Analyst	\$ 95,511	\$ 128,940
2650	Senior Civil Engineer	\$ 122,262	\$ 165,054
2000	Town Attorney - Council Appointed ( <i>Effective 9/19/21, Adopted by Town Council 11/16/21</i> )		\$ 249,900
2190	Town Clerk	\$ 128,453	\$ 173,411
2100	Town Manager - Council Appointed ( <i>Effective 8/22/21, Adopted by Town Council 11/16/21</i> )		\$ 267,750
2655	Transportation & Mobility Manager	\$ 119,280	\$ 161,028
1000	Town Council ( <i>Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18</i> )	\$570 Stipend per month, for a total compensation of \$6,840 per year	

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

**Reflects a General Increase of 2%**



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 19

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DATE: November 16, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Consider the Recommendation of the Arts and Culture Commission to Commission Artist Matt Babcock for the Second Gateway Sculpture to be Placed at Hwy 17 and Lark, and to Use the Same Artist and Same Design for Future Gateway Sites

**RECOMMENDATION:**

Consider the recommendation of the Arts and Culture Commission to commission artist Matt Babcock for the second gateway sculpture to be placed at Hwy 17 and Lark, and to use the same artist and same design for future gateway sites.

**BACKGROUND:**

On January 31, 2017, at a Council Priority Setting Session, Council approved allocating \$25,000 to the Arts and Culture Commission (ACC) for use in a project supporting public arts. The ACC returned to Council on April 10, 2017, proposing to use the funds to install gateway monuments or markers at various ingress and egress points in Town. The long-term vision of the project as defined by the ACC was to create distinctive and artistic gateways which would eventually be installed at five different high-traffic locations in Town.

The ACC created a competitive selection process that involved a Call for Artists/Request for Qualifications (RFQ) which was released on September 26, 2018, and closed after an extended deadline of December 28, 2018. It was advertised on State and national call for artist outlets as well as promoted to residents through direct communication and outreach with local art organizations and galleries, postings on Nextdoor, Town social media, and Chamber of Commerce social media. At the close of the extended deadline, a total of 14 portfolio applications received met the professional background and experience criteria defined in the RFQ.

**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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BACKGROUND (continued):

The ACC used a standardized rubric working within the Town's Public Art Selection Policy to assess the portfolio applications and past art installation experience of the qualified artists. The three highest-scoring finalists were invited to design and propose a site-specific gateway monument. These proposals were presented by the artists at a special meeting of the ACC on September 18, 2019. To gather public input on the submitted designs, the ACC arranged to create a display in the Library from September 19 to October 16, 2019, showcasing the three proposed designs. The designs were also posted on the ACC's page of the Town's website with an invitation to submit comments.

At its October 16, 2019, meeting, the ACC voted unanimously in favor to recommend the concept proposal by Seattle-based artist Matt Babcock titled "El Gato" to be produced as the first gateway marker with an installation site of Los Gatos Saratoga Rd and Alberto Way near the eastbound offramp of Hwy 17 north. At the December 3, 2019, meeting of the Town Council, the Council voted 4 in favor and 1 opposed to approve the recommendation of the ACC to commission artist Matt Babcock with his proposed design to be installed at the location recommended by the ACC.

On June 7, 2021, the first gateway sculpture was delivered to the site by the artist and installed by the Parks and Public Works Department (PPW).

At the August 17, 2021, Town Council meeting, the ACC requested funding as part of the FY2021/22 -- 2025/26 Capital Improvement Program Budget discussion to commission and install the second gateway sculpture. At that meeting, the Town Council allocated \$32,000 to the project with the understanding that the ACC would return to a future Council meeting with a proposal for the next phase of the project.

DISCUSSION:

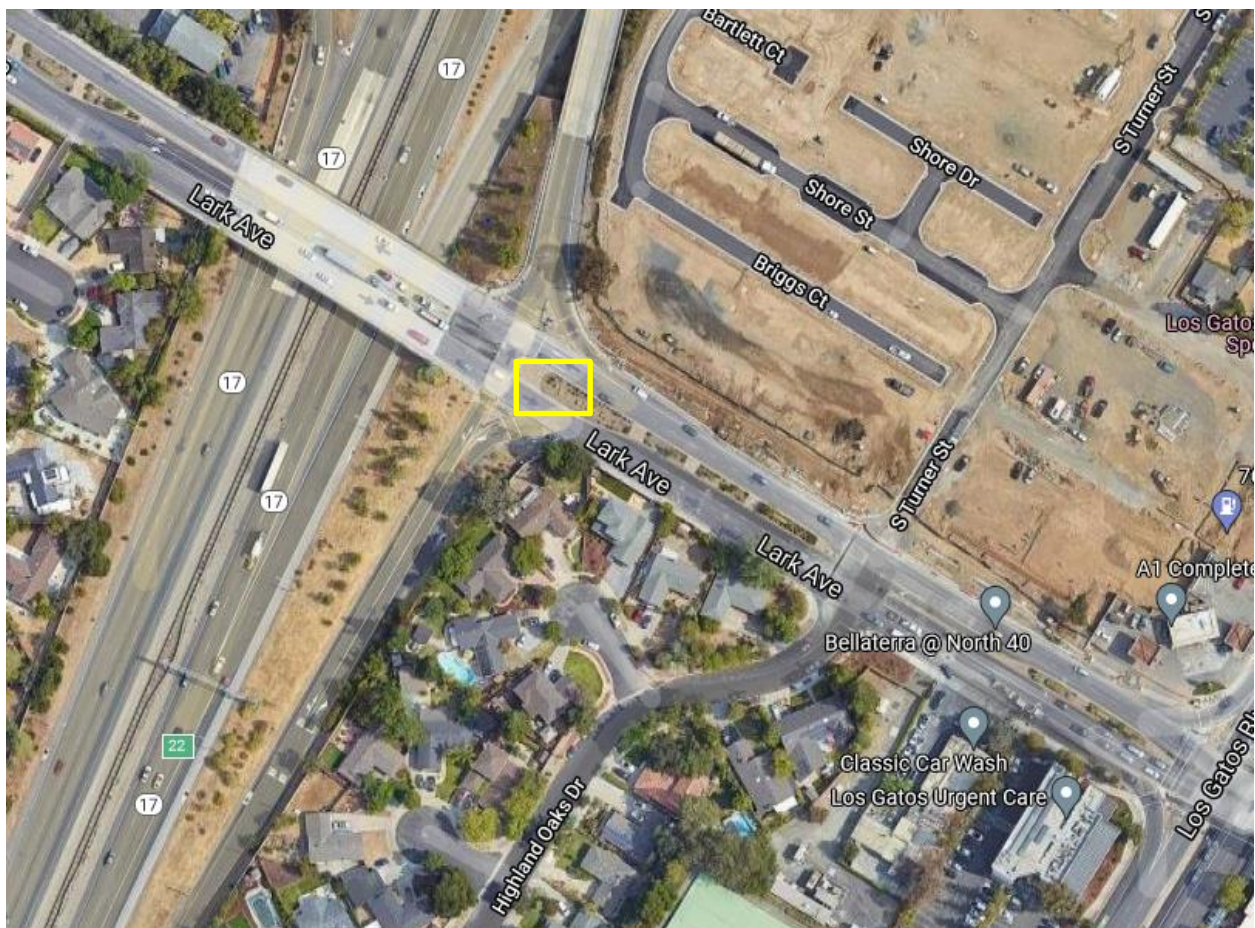
The ACC is pleased by the results of the installation of the first gateway sculpture at Los Gatos Saratoga Road and Alberto Way and feels that the public reaction has been enthusiastic and favorable. At the ACC regular and special meetings between August and October 2021, discussions solidifying the overall vision of the project and vetting future locations were discussed.

*Location*

The ACC recommends the location for the second gateway sculpture to be at Lark Ave near the northbound offramp and onramp of Hwy 17. The gateway would be placed in the central

DISCUSSION (continued):

median that divides east and west bound traffic on Lark Ave. Currently, this median is still undergoing construction by Summerhill Homes under the purview of PPW as part of the North 40 development. Summerhill Homes has agreed to install a flat concrete base for the sculpture at no cost to the Town, per specifications provided by PPW, as construction nears completion on the median. Should the site not be approved for this recommendation of the ACC, the concrete base will still be constructed and will remain for a future project to be determined by the Town at a later date. Should it not be utilized at this time, it will not be immediately visible to a general passer-by. The map insert below shows the general location marked in yellow; exact location to be determined by PPW and Summerhill Homes.



In addition to the location at Lark Ave and Hwy 17, the ACC has considered potential locations at entry and exit points to the Town on Blossom Hill Road near the Town's eastern border with San Jose, Hwy 9 near the Town's western border with Saratoga, and Winchester Blvd near the Town's northern border with Campbell. PPW has identified varying degrees of issue with these preliminary sites that will need further research or alternative locations if and when Council wishes to pursue subsequent gateways.



DISCUSSION (continued):

*Sculpture Selection*

The ACC has considered several different approaches to the overall vision of the gateway project which will include the second and all subsequent gateway sculptures. Discussions pertaining to this vision have included whether the sculpture at all locations should be identical, similar with variation, or completely different; conform to a theme or style; or be designed by the same artist or different artist/s.

The ACC is recommending the overall vision for the project be identical sculptures by the same artist at each location with a possible variation only in color scheme. The photo insert below shows the design that the ACC is recommending.



The ACC considers the following to be the advantages of this approach:

1. Branding and Uniformity

The ACC feels that identical sculptures will add to the branding of the Town and can be used for marketing. The uniformity of the gateways will help to create a shared sense of place.



DISCUSSION (continued):

2. Timeline

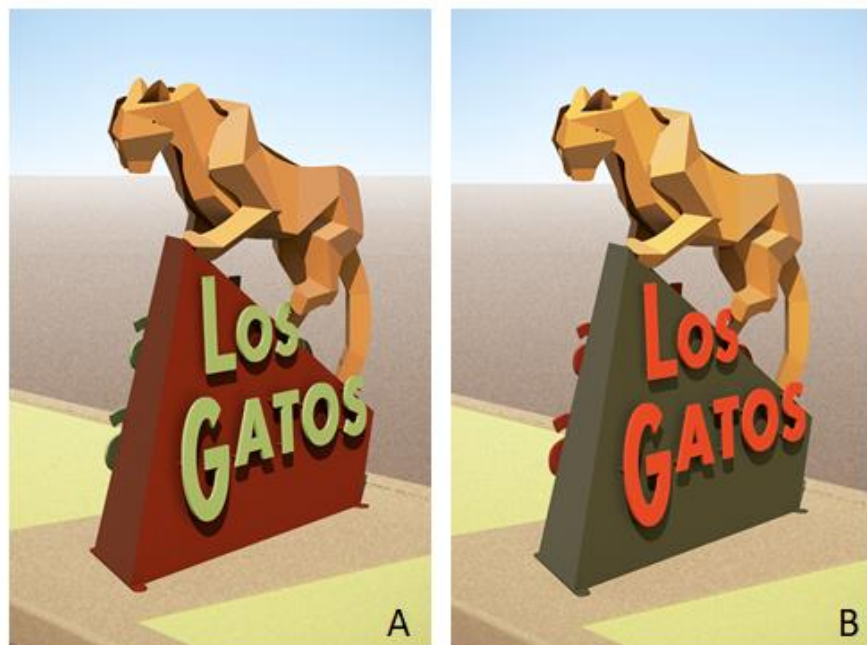
The ACC feels that working with the same artist using the same design will significantly reduce the amount of time necessary for selection, approval, and production, as well as the time spent by the Town Council, Staff and Commissioners. As a comparison, a call for artist process, including vetting portfolios requesting and evaluating project submissions, finalizing contracts, and commissioning a new piece by a different artist could take upwards of 18 months; while utilizing the same artist with an already established design will move straight to production which could be as short as six to eight months before delivery.

3. Cost

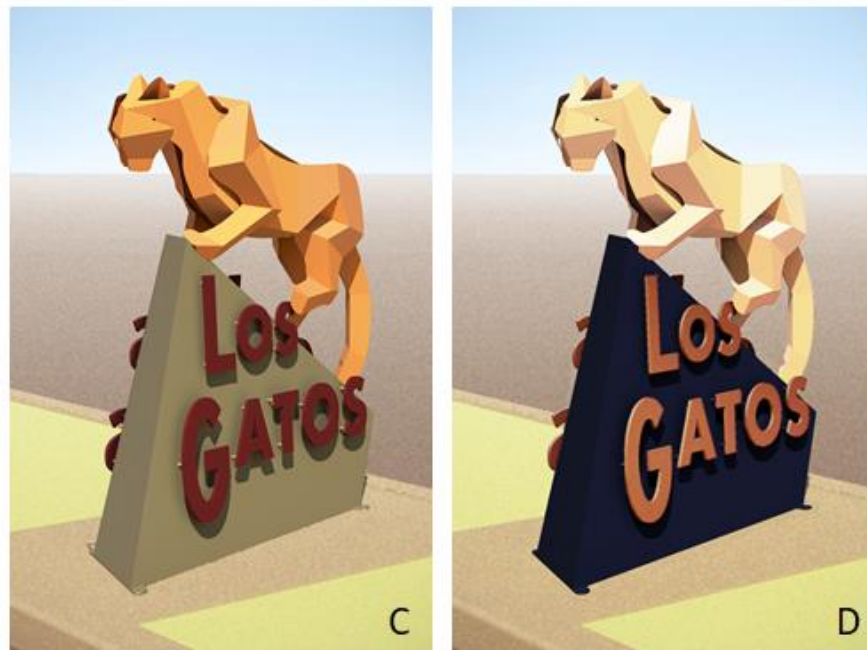
The ACC expects to spend \$25,000 for the commission of an identical artwork by the same artist. In contrast, the ACC anticipates that a new design using the same artist would cost \$30,000 while a call for artist process for a new artist with a new design would cost possibly more.

4. Color Alternatives

The only variation the ACC is recommending for the second, and subsequent, gateway sculptures is using a different color palette. The ACC would welcome Council input on color selection based on the palettes presented here:



DISCUSSION (continued):



CONCLUSION AND NEXT STEPS:

Under the Town's Public Art Selection Policy, final approval for the commission of any public artwork does not rest with the ACC. Council must make a final approval.

If Council approves the ACC's recommendation, the Town would enter into an agreement with the artist regarding the production of the piece, which is within the financial authority of the Town Manager. PPW, including the Town's Traffic Engineer, would work with the artist to refine any logistical and safety details, timeline, and delivery. PPW would undertake the on-site installation once the artwork is received and the Town would be responsible for the long-term maintenance of the piece.

Should the Council not be in favor of the ACC's recommendation, Council may wish to direct the ACC to reconsider the parameters of the project and return to Council at a later date with an alternative plan for moving forward. In such a case, the ACC would welcome any additional direction Council may have regarding the parameters or scope of the project.

ALTERNATIVES:

1. The Council may choose to support the ACC's recommendation as presented in this staff report to commission artist Matt Babcock for the second gateway sculpture to be placed at Hwy 17 and Lark, and to use the same artist and same design for future gateway sites.
2. The Council may choose to deny the ACC's recommendation in whole or in part and provide additional direction.

FISCAL IMPACT:

Costs associated with the second gateway are already included in the FY21-22 Capital Improvement budget. \$25,000 of the \$32,000 allocated to the ACC for this project is anticipated to be spent if the Council proceeds with the recommendation as presented here. Additional funds would be necessary for additional gateway locations in the future.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 20

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DATE: November 9, 2021  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Negotiate and Execute a Donation Agreement for the Los Gatos Theater Donation Property and Issue a Request For Proposal (RFP) for the Management and Programming of the Theater

**RECOMMENDATION:**

Authorize the Town Manager to negotiate and execute a Donation Agreement (Attachment 1) for the Los Gatos Theater Donation Property and issue an RFP for the management and programming of the theater.

**BACKGROUND:**

In December 2020, Mr. Jim Goetz initiated conversations with the Town regarding the potential donation of the Los Gatos Theater to the Town. Since that time, staff has maintained a dialogue with Mr. Goetz and his family regarding the Town becoming the new “steward” of the Theater. Based on those conversations, Mr. Goetz provided the Town Council with a formal proposal for the transaction on April 18, 2021. Included in the proposal was an outline of the Goetz family vision for the donation of the Theater to the Town which is now Exhibit B to the donation agreement.

As stated in the proposal the desire is for the Town to maintain the Theater as a multidimensional cultural and community meeting center.

*“This represents an opportunity to provide special screenings of Hollywood premiers, develop a family film series, cater to the needs of local teens, serve as a refuge for the three local elementary schools with ambitions for live theater — and, of course, to host the judges of the Holiday Children’s Parade in balcony seating.”*

**PREPARED BY:** Arn Andrews  
Assistant Town Manager

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

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PAGE 2 OF 2

SUBJECT: Negotiate and Execute Los Gatos Theater Donation Agreement and Issue RFP for Management and Programming of the Theater

DATE: November 9, 2021

DISCUSSION:

The Goetz family purchased the building in 2011 as a philanthropic project and completely renovated the facility between 2012 and 2014. In addition to the movie programming, the property currently has two retail tenants. The theater is also structured to provide several private rental alternatives. The theater has remained closed during the pandemic.

Once the theater agreement is completed, staff will issue an RFP to solicit proposals from third party vendors who specialize in managing and programming a community cultural venue of this type. In addition to traditional film programming, multiple vendors exist in the area that provide the management and all-inclusive programming of musical performances, theater performances, comedic performances, and other cultural offerings. Examples include the Vacaville Performing Arts Theater, San Ramon Performing Arts Center, Downey Civic Theater, Campbell Heritage Theater, Hermosa Beach Community Theater, and Morgan Hill Community Playhouse to name a few. It is also anticipated that the Town would occasionally utilize the theatre for special events, and other community gatherings.

CONCLUSION:

Staff recommends authorizing the Town Manager to negotiate and execute the Donation Agreement (Attachment 1) for the Los Gatos Theater Donation Property and issue an RFP for the management and programming of the theater.

COORDINATION:

This staff report and donation has been coordinated with the Town Manager, Town Attorney, Director of Parks and Public Works, Chief Building Official, and Economic Vitality Manager.

FISCAL IMPACT:

The Town may incur some initial costs during the transition but anticipates positioning the project as financially net neutral to the Town.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Los Gatos Theater Donation Agreement
2. Exhibit B to the Donation Agreement

## DONATION AGREEMENT

This Donation Agreement (the "Agreement") is entered into by and between the Town of Los Gatos ("Donee" or "Town"), and Jim and Alicia Goetz ("Donors").

### RECITALS

- A. Donors are the owners of the Los Gatos Theater real property (APN 510-44-031) located in the Town of Los Gatos California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Donation Property."
- B. Donors desire to donate and Donee desires to accept the Los Gatos Theater Donation Property described herein.
- C. Donors desire that the Donee will maintain the Donation Property in the spirit of the Donor proposal dated April 17, 2021, and described in Exhibit "B" attached hereto and incorporated herein by reference.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** This Agreement shall be effective on the date it is fully executed by the District and the Donors ("Effective Date").
2. **Donation.** In accordance with and subject to the terms and provisions of this Agreement, Donors are willing to donate the Donation Property to the Town in its as-is condition. Other than as expressly set forth in this Agreement, (a) the Donee acknowledges and agrees that Donee is acquiring the Property in its "AS IS" condition, with all faults, if any, and without any warranty, express or implied, and (b) neither Donors nor any agents, representatives, or employees of Donors have made any representations or warranties to the Donee or the Donee's Agents with respect to the condition, fitness, use or zoning of the Donation Property upon which the Donee has relied directly or indirectly for any purpose. The Donee acknowledges that it has been afforded the opportunity to make such inspections (or have such inspections made by consultants) as it desires of the Donation Property. The Donee acknowledges that its staff includes experienced property professionals with experience and knowledge in the areas of property acquisition, property zoning and development, and environmental and land use laws and regulations. The Donee is relying

ATTACHMENT 1

solely on its own investigation as to the Donation Property and is assuming the risk that adverse physical, economic or other conditions may not have been revealed by such investigation. The Donee agrees that, except as expressly set forth in this Agreement, the Donation Property is to be transferred to and accepted by the Donee, at Closing, in the condition it is in at the end of the Feasibility Period "AS IS."

Except for those terms and provisions which expressly survive the Close of Escrow, from and after the Closing, the Donee hereby completely releases and forever discharges Donors, Donors' employees, agents, or any other person acting on behalf of Donors, and Donors' partners and owners (collectively, the "Indemnitees") from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, "Claims") arising from or in any way growing out of or connected with the physical condition of the Donation Property or any law or regulation applicable thereto (collectively, the "Released Matters"). In connection with such waiver and relinquishment, the Donee acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the Donee's intention to fully, finally and forever to settle and release all of the Released Matters in accordance with the provisions of this Section 2, and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the Donee and all subsequent owners, lessees and other transferees of the Donation Property.

**In connection with this Section 2, the Donee expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

Donee's Initials \_\_\_\_\_

3. **Conditions to Donee's Performance.** Donee's obligation to perform under this Agreement is subject to the following conditions:
- 3.1 Donors' representations and warranties in this Agreement being correct as of the date of this Agreement and as of Close of Escrow;
  - 3.2 Donors' performance of all obligations under this Agreement;
  - 3.3 The vesting of title to the Donation Property in Donee by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or

unrecorded), and taxes except the following "Approved Exception(s)" in the Preliminary Report, dated\_\_\_\_, issued by Old Republic Title Company, attached hereto as Exhibit "B":

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3.4 Old Republic Title Company being prepared to issue a title insurance policy to Donee, or at Donee's election, to Donee's assignee, in the full appraised fair market value of the Property, as determined by a qualified appraisal obtained by Donors ("Title Policy").

If Donee determines that any of these conditions have not been met, Donee shall have the right to terminate this Agreement by delivering written notice to Donors, and, if applicable, to the Escrow agent.

4. **Taxes and Assessments.** Non-delinquent real property taxes and assessments and utility and other charges (to the extent such utility or other accounts cannot be transferred in the name of Donee as of the close of Escrow) shall be prorated between Donors and Donee as of the Close of Escrow. All prorations shall be made on a per-diem basis using a thirty (30) day month and a three hundred sixty-five (365) day year. To the extent any apportionment cannot reasonably be completed by the Close of Escrow, the parties shall make such necessary proration in a commercially reasonable manner and pay such amounts to the party entitled hereto within a period of thirty (30) days after the Close of Escrow. Notwithstanding anything to the contrary herein, the provisions of this section shall survive Close of Escrow to the extent necessary to fully allocate such amounts. Notwithstanding anything to the contrary herein, Donors reserve the right to keep, collect and retain any refunds, rate or price reductions or other sums, including, without limitation, any property tax refund, reductions or rebate, which relate to the periods prior to the Close of Escrow whether or not such sums are collected after the Close of Escrow, and Donee shall promptly return to Donors any such sums received by Donee.

5. **Escrow.** By this Agreement, Donee and Donors establish an escrow ("Escrow")\_\_\_\_\_. Donors hereby authorize Donee to prepare and file escrow instructions with said Title Company, on behalf of Donors, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Donor Property conveyed.

5.1 **Fees and Title Insurance.** Donee shall pay the Closing Agent's Escrow Fee, transfer tax and recording fees, if applicable, and the premium for title insurance if desired by Donee. Donors shall be responsible for any and all reconveyance or transfer fees for any deeds of trust, full release of mortgage, payment of liens, discharge of judgments, or any legal, administrative or other costs or expenses Donor may incur in delivering marketable title to Donee. All costs related to satisfying any "due diligence" requirements or requests that a party deems necessary to perform its obligations under this Agreement shall be the sole obligation of such party. All current property taxes on the Property shall be handled in accordance with Section 4986 of the Revenue and Taxation Code of the State of California



and updates thereof. Any other costs or expenses not otherwise provided for in this Agreement shall be paid by the requesting party.

- 5.2 Property Review. Donee shall keep the Property lien free and shall immediately discharge and remove any liens placed thereon based upon the actions of Donee or any party acting under or on behalf of Donee.
- 5.3 Donors' Deposit into Escrow. On or before Close of Escrow, Donors will deliver into Escrow with the Title Company the following documents:
- A. A grant deed, in recordable form and properly executed on behalf of the Donee, in a form approved by Donee ("Grant Deed") conveying to Donee the Property in fee simple absolute, subject only to the Approved Exception(s).
  - B. Copies of any effective leases, rental agreements or any other agreements, if any, which Donee has agreed in writing, are to remain in effect after Donee takes title.
  - C. Donors' affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and
  - D. Grantor's affidavit as contemplated by the Revenue and Taxation Code Section 18662 ("Withholding Affidavit").
- 5.4 Close of Escrow. Escrow shall close on or before that certain date which is sixty (60) days after the Effective Date, provided in no event shall Close of Escrow occur later than December 31, 2021, upon the conveyance of the Donation Property to Donee ("Close of Escrow"). On the Close of Escrow date, the Title Company shall close Escrow as follows:
- A. Record the Deed, marked for return to Donee in care of Los Gatos Town Manager for Donee (which shall be deemed delivery to Donee), and shall obtain at recording conformed copies of the Deed and deliver a copy thereof to Donors and Donee immediately after the Close of Escrow;
  - B. Issue the Title Policy;
  - C. Prorate taxes, assessments, rents and other charges as provided by this Agreement; and
  - D. Prepare and deliver to Donee and to Donors one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify Donors and Donee and retain all funds and documents pending receipt of further instructions from Donors and Donee. Either party may waive any and all objections to any condition precedent to its performance and proceed with this Agreement by giving written notice thereof to the other party and the Title Company.

6. **Representations and Warranties.** Donee warrants that this Agreement constitutes a binding obligation of Donee.
7. **Other Agreements.** Donee agrees to cooperate with Donors' determination of the fair market value by an appraisal to be commissioned by and performed solely for Donors' purposes. Donee is under no obligation to confirm or agree upon any value derived from an appraisal conducted by Donors. Donors will obtain independent tax counsel and are solely responsible for compliance with the gift substantiation requirements of the tax code. Donee's obligation will be to acknowledge receipt of a donation of the Property by executing IRS Form 8283 before Close of Escrow. Donee acknowledges that it has not provided Donors with anything of value in exchange for the Property.
8. **Termination of Agreement.** Donors and Donee mutually agree that this Agreement shall be effective through December 31, 2021, unless further extended in writing by Donors and Donee. The parties to this agreement mutually agree that if Close of Escrow does not occur on or before December 31, 2021, and if this Agreement is not extended by Donors and Donee, this Agreement shall terminate at midnight on December 31, 2021.
9. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
10. **Possession of the Property.** Possession of the Property shall be delivered to Donee at the Close of Escrow.
11. **Attorneys' Fees.** Should either party institute any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses, including reasonable attorneys', consultants and expert witness fees incurred by such prevailing party in connection with such action or proceeding, at trial and on any appeal.
12. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
13. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Donors:

Donee:

or to such other addresses as Donors and Donee may respectively designate by written notice to the other.

14. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve Donee of all further obligation or claims. Donors have no other right or claim to compensation arising out of or connected with the acquisition of the Property by Donee.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
17. **Property Studies and Records.** Donors shall deliver to Donee, within ten (10) calendar days after execution of this Agreement by all Parties, complete, accurate and legible (hard and electronic) copies of all documents concerning the Property that are in Donors' possession or control or are readily available to Donors, including, but not limited to, title reports, specifications, maps, drawings, surveys, engineering, soils, environmental, and geotechnical studies and reports, leases, estoppels, topographic surveys, grading plans, feasibility, marketing or other studies, investigations or reports, permits, approvals, right of way and easement agreements, zoning and master plans, bonds, specific plans, initial studies, mitigated negative declarations and/or environmental impact reports, Phase I and II environmental assessments, entitlement documents; property tax bills; estoppels from tenants; and notices of any violation of any federal, state or local statutes, ordinances, affordable housing or inclusionary housing agreements, rules or regulations.
18. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.
19. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

20. **Counterparts.** This Agreement and any amendments hereto may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.
21. **Costs, Expenses and Fees.** Donee and Donors each agree to pay their own costs and expenses, including fees of attorneys, accountants and consultants, incurred in the preparation of and carrying out of this Agreement.

**22. Right To Enter Property.**

- 22.1 Access to Property. Commencing with execution of this Agreement, Donee or Donee's representatives, after written request(s) and approval(s), shall be allowed access to the Property prior to the Close of Escrow, at all reasonable times for the purpose of obtaining data and making surveys, tests, inspections and other studies at Donee's sole expense, necessary to carry out this Agreement or as required by local and California state regulatory agencies.
- 22.2 Donee shall procure and maintain (and require any of its representatives entering the Property to procure and maintain): (i) workers' compensation insurance required by the laws of the State of California; (ii) commercial general liability insurance in the amount of at least Two Million Dollars (\$2,000,000) combined single limit, naming Donors as additional insureds and containing a cross liability endorsement or severability of interests clause; and (iii) with respect to any contractor or consultant conducting environmental, soils or geological tests, commercial general liability insurance, in the amount of at least One Million Dollars (\$1,000,000) combined single limit. Donee shall, prior to any entry by Donee and/or its representatives, furnish certificates of such insurance coverage to Donors. Such certificates shall contain a clause providing for thirty (30) days' advance notice of cancellation or material change in coverage.
- 22.3 Restoration of Property. Donee shall, upon completion of data gathering, and making surveys, tests, inspections and other studies, restore the Property to the extent reasonably possible to its condition prior to such data gathering, surveys, tests, inspections and other studies.
- 22.4 Indemnification Resulting From Access. Donee shall indemnify and hold harmless Donors of and from any and all mechanic's liens, claims, actions, liabilities, costs, expenses, including attorneys' fees, and damages of any type or nature arising out of or in any way related to any such use of or entry onto the Property by Donee or by any other person or entity on behalf of, or at the request of, Donee, excluding any losses or damages, including but not limited to a reduction in the value of the property, resulting from any finding or results of any surveys, tests, inspections or other studies, whether or not negligent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates belowwritten.

DONEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

DONORS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

April 17, 2021

Honorable Mayor Sayoc, Council Members and Town Management  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030

Re: Proposed Gift of Los Gatos Theater

Dear Mayor, Council Members and Town Team Members,

My name is Jim Goetz and I am writing this letter on behalf of my family. We have enjoyed the Monte Sereno/Los Gatos area for most of our lives, where we have been active members of the community. We raised and educated all three of our daughters in Los Gatos public schools; they thrived in the wonderful, small-town experience.

We took on restoration of the theater nearly ten years ago. We purchased the building from the Cormack family estate. Mrs. Cormack acted as a fantastic steward for several decades, and as a result, the theater remained standing as an important piece of our town's history. When the theater came on the market, we learned of other bidders' unfortunate plans to close the theater and attempt to convert the facility into a nightclub or office and retail space. We quickly organized a small group interested in preserving the theater, "Three Sisters Cinema," and decided to purchase the theater ourselves to ensure that it remains a historical, community-focused anchor of our town.

The Los Gatos Theater has been a fixture in our town since 1915, the dawn of the age of motion picture exhibition. A century later, small-town historical theaters all over the country have been transformed into community treasures that do much more for families than show Hollywood blockbusters: The Stanford in Palo Alto, and the Cameo in St. Helena, are wonderful local examples. We hope to emulate these examples.

As the Goetz clan moves forward, we hope to give the theater building back to the community as a gift. The Town of Los Gatos is the natural home for this historic building. We hope to start discussion to turn the Los Gatos Theater and its operating entities, including the existing retail tenants, over to the town as a 501 (c) (3) gift with no expectations of payment — we simply hope to secure a commitment from the town to act as "Steward" to ensure the theater's longevity.

This represents an opportunity to provide special screenings of Hollywood premiers, develop a family film series, cater to the needs of local teens, serve as a refuge for the three local elementary schools with ambitions for live theater — and, of course, to host the judges of the Holiday Children's Parade in balcony seating.

We believe that the transition of theater stewardship from the Goetz family to the town will be welcomed with enthusiasm by the community. We hope that this letter begins a dialogue with your colleagues regarding that possibility. To provide additional background on the theater and what it means to our community members, we have ghostwritten an article where you can write the headline and close based on the decisions that lie ahead.

We want this historic theater to remain a treasure that the Town of Los Gatos, our neighbors and our family can be proud of. By reclaiming our links to the town's past, we can rekindle a sense of place and begin a new chapter in Los Gatos history amid this time of broader national transformation.

We look forward to your feedback and to continuing this dialogue. Please feel free to contact us at 408-888-7892 or [jim.goetz@gmail.com](mailto:jim.goetz@gmail.com) if we can be of further assistance.

Respectfully submitted,

*JJG*

Jim Goetz  
(On behalf of Alicia, Melanie, Samantha and Ashley Goetz)

**SAMPLE HED: Small-Town Theater Reinvents Itself in Moments of Historic Change**

The “GATOS” knife glowed against the night sky, jutting up and casting light across quiet streets as people sheltered in place during March 2020.

Three months later, protesters marched downtown toward the Los Gatos Theatre marquee, chanting that Black Lives Matter, as they gathered to mourn the death of George Floyd.

Now, in spring 2021, masked parents and neighbors stroll by the grand white facade as North Santa Cruz Avenue grows lively again, offering glimmers of hope that the world will reopen soon. Throughout a year of tumult and change, the Los Gatos Theatre has remained an anchor for the community.



**A small town’s historical touchstone**

Los Gatos Theatre has been a town fixture since 1915, during the birth of the motion picture age. The building was introduced to the community as Strand Theater, featuring a single screen and embodying an architectural elegance — in keeping with the times — that suggested a trip to the theater should be a distinctive, premium experience.



The theater has experienced more than a few transformations since its inception. After a fire demolished the building in 1929, it was redesigned with an Art Deco aesthetic. Christened “The Premier,” this remodeling brought about a marquee, murals and an organ to accompany silent films.

It later became known as the Los Gatos Theater — referred to as “The Gatos” by some — in the 1940s. Two decades later, multi-screen movie theaters were sprouting across the U.S. as cinema grew in popularity. But just as the Los Gato Theater was a magnet for young families, it also appeared to be an unfortunate magnet for natural disasters: another fire struck the building in the 1970s before the famous 1989 earthquake compromised it again.

Despite it all, the structure embodied a sense of resilience. “It kept getting reinvented, in some way or another,” says Alicia Goetz, the theater’s current owner.

Prior to the earthquake, then-owner Carmel Cormack had converted the theater into a double-screen facility (her devotion was such that she even lived directly above it). As one of the South Bay’s few remaining owners of an independent movie house, Cormack was committed to her theater’s longevity and proposed converting it into a 3-story building and restaurant during the post-earthquake reconstruction process.

However, the town declined to move forward. Camera Cinemas, a San Jose-based independent movie chain, began managing theater operations in 1993. The theater took on yet another new name, the Los Gatos Cinema, to reflect the management shift. Cormack remained the owner until her death in 2011, preserving the theater as a vital core of the town ecosystem.

When the roughly 10,000 square foot building hit the market following Cormack’s death, it captured the attention of local entrepreneurs. Some dreamed of converting the facility into a nightclub while others envisioned its value as a retail store or restaurant, given the building’s central downtown location on North Santa Cruz Avenue.

The Goetz family purchased the building in 2011 as a philanthropic project, citing the impact of the Los Gatos Theatre on their daughters’ childhood experiences and desire to save the quintessential hub. Alicia Goetz has been the owner of the space, which now includes two screens and retail stores, since 2011.

### **‘The theater is ground zero of Los Gatos’**

A key priority of the Goetz family was to reinvigorate the building, which had fallen into disrepair. Alicia hired Florian Barth, a local real estate professional and builder, to lead the restoration from 2012 to 2014.

Barth’s imperative was clear: maintain the building’s original look and its independent, family-focused feel. That included the original theater’s Art Deco design — and the cornerstone blade that has always distinguished it — featured in photographs, local advertisements and historic documents of Los Gatos throughout the 20th century.

“The building itself, and the knife itself, has become an icon for the town,” says Jim Goetz, nodding to the Colony Hotel in Miami as inspiration for the facade.

Barth teamed up with architect Gary Kohlsaat to spearhead the redesign. “Growing up and working in the area, I know what the theater meant to the community — not only for movies, but also as a gathering place,” says Kohlsaat, who recalls childhood memories of seeing Rocky Horror Show at the theater. “There was a lot of pressure from the get-go to make sure that we got this right,” he says.



Kohlsaas, Barth and their team analyzed the theater’s structural integrity while steeping themselves in the historical details that had set it apart. The doors reopened in 2014.

This modern revival enabled the theater to resume its cultural perch at the epicenter of the community. Locals used the space for events like fashion shows, high school award ceremonies and birthday parties. The balcony over the entrance still promises “the best seat in town for the annual children’s parade,” says Kohlaas.

“It is fair to say that the theater is ground zero of Los Gatos,” says Barth, calling it the town’s “center of gravity.”

Beyond its physical presence, the theater has been a launchpad for social dialogue. It hosted fundraisers focused on broader issues affecting the community, screening documentaries like “Audrie & Daisy” — which followed a sexual assault against a Saratoga teenager — in 2016. Proceeds went to a local nonprofit organization. The theater also showed films like “Under Our Skin,” which explored the hidden epidemic of Lyme Disease, for an event spearheaded by a Los Gatos family that struggled with chronic illness.

On the micro level, the theater cemented itself as the birthplace of more than a few Los Gatos romances. Several students asked classmates to prom on the marquee, which was even the site of one

(successful) marriage proposal in 2014, according to Alicia. “A whole lot of first dates happened there,” says Jim.

Meanwhile, it was an engine for the local economy. Young families frequented nearby restaurants after a movie, while students strolled downtown for matinees and ice cream. Alicia focused on hiring high school students — specifically, first-time employees — almost exclusively. Seventeen of the theater’s 20 employees at a given time typically were students, she says.



Part-time theater manager Alex Koss says he had the pleasure of watching friendships bloom between staff as they learned ins and outs of the business. Koss, a lifelong film lover who began working at the Los Gatos Theater in 2017, appreciates that he’ll forever be the “first boss” for many of his reports. He took his duty seriously, teaching employees the basics of customer service and money management while they navigated the challenges of adolescence.

“It’s hard to get that first job... [and] find someone who’s willing to take a chance on you without any prior experience,” says Alicia. As freshmen entered Los Gatos High School and seniors graduated, preparing for college or other next steps, the faces of theater staff were constantly changing.

This shifting composition presented a snapshot of the evolution of the theater itself. “It embraces a different generation each time,” says Alicia.

### **Resilience through crisis**

The theater’s doors have stayed closed since businesses shuttered when the pandemic hit in March 2020. Koss remains employed, and looks forward to the day when familiar faces will pop inside to say hello and chatter fills the halls once again.

His anticipation is shared by many: “At various restaurants... I was sitting next to an older couple who said, ‘Oh, I can't wait until the theater opens back up,’” says Barth.

The economic downturn caused by the pandemic has collided with an industry already in peril. The market for streaming services grew by 37% in 2020, as platforms like Hulu, Disney+ and Netflix have battled for viewers in an increasingly competitive arena. Covid stands to accelerate the well-documented struggles of corporations like AMC Entertainment, the world’s largest multiplex chain, while another [beloved chain](#) of theaters in Los Angeles recently announced its impending closure to the dismay of city cinephiles.

“With the pandemic closing theaters, it’s tough not to see the writing on the wall for these businesses,” says Kohlsaar. “I truly think the theater is one of the centerpieces of the downtown and everything possible should be done to preserve this use.”

At the same time, Americans are peering around the corner to a summer renaissance of social connection after more than a year of grueling isolation. While quarantined at home, many turned to stories onscreen for escapism and comfort. To Los Gatos residents, the town theater represents a tangible manifestation both of a pastime they miss and a neighborly camaraderie they long to reinvigorate.

“It is so nice to have pillars and buildings standing there, reminding us why we need to continue on,” says Barth. “Reminding us what we had in the past, and showing us what we look forward to when this is all behind us.”

Renewed cultural optimism, coupled with the “last man standing” odds of this small-town theater places it in a unique position to re-emerge as a venue for community events, suggests Jim. In doing so, the theater can continue to preserve “some of the joys of yesteryear in a modern Silicon Valley town,” he says.

Meanwhile, theater devotees say it’s only fitting that the historic building — which had survived a litany of disasters before this unprecedented year ushered in crises of different kinds — will continue to reinvent itself.

“The world is an ever-evolving environment. Evolution takes place; we can’t stop and have grandfather's blocks in every one of our houses because that was once the story,” says Barth. “But there are certain things which shape our surroundings, whether it is a tall monument or a very old oak tree.”

Old buildings like the Los Gatos Theatre hold rich histories; they reflect the ethos, pulse and purpose of a place that can be absorbed by generations that follow. “If we don't cherish them... we will never get there, and our siblings will never see where we came from and how we lived,” Barth says.

As the building's utility and legacy evolve, Alicia, for one, hopes it will remain woven into the fabric of Los Gatos life — capturing nostalgia for its past along with optimism for the future. In a changing modern world, this small-town venue offers “something to rely on.”

“It's the perfect time, because of how isolated we've all been with the pandemic ... to embrace a new beginning for the theater” and allow the space to reintroduce itself to the community, she says.

If history repeats itself, Los Gatos families will be waiting with open arms.

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 21

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**DATE:** November 8, 2021  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Discuss and Provide Direction on 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. Receive an Update on the Status and Progress of the Semi-Permanent Parklet Program;  
b. Provide Direction on the Addition of Public Parklet Areas; and  
c. Extend the Economic Recovery Resolution to December 31, 2022.

**RECOMMENDATION:**

Discuss and provide direction on 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. Receive an update on the status and progress of the semi-permanent parklet program;
- b. Provide direction on the addition of public parklet areas; and
- c. Extend the Economic Recovery Resolution to December 31, 2022.

**BACKGROUND:**

The Town Council remains proactive, adaptive, and flexible in its efforts and actions to support the business community through the dynamic economic recovery environment created by the COVID-19 pandemic, health orders, and shifting timelines. Since March 2020, the Town Council has been working to support the Town's business stakeholders, delicately balancing competing interests, and continues to consider how to provide available assistance. A high-level summary of these efforts includes rent forgiveness for Town-owned properties, expanded support through community grants, and community and economic vitality efforts such as adopting an Economic Recovery Resolution that provides flexibility and additional opportunities for businesses to adapt to the dynamic environment. Some of the ongoing opportunities

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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

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SUBJECT: Discuss and Provide Direction on Actions to Continue the Town's Support of  
Economic Recovery and Community Vitality

DATE: November 8, 2021

BACKGROUND (continued):

specifically related to economic recovery include Town-subsidized business permits, temporary and semi-permanent parklet programs, and funding for destination marketing efforts provided by the Chamber of Commerce.

Specifically related to the Economic Recovery Resolution, the Town Council has adopted the Resolution that currently remains in effect until December 31, 2021. The Resolution memorializes the Town's effort to streamline and update business processes and provide modernized provisions with greater flexibility as businesses look to adapt and recover from the pandemic and is applicable to a variety of business uses throughout the commercial zones in the Town.

The temporary krail parklet program, adopted in May of 2020, has been a lifeline for many businesses as they were given the opportunity to use public on-street parking spaces for their private business operations at no cost to the business. Maintaining these spaces past the reopening of indoor dining has afforded the restaurants the ability to serve more patrons and enhance their business recovery efforts while offering the community a more comfortable option to indoor dining. Given the success and desirability of this program, the Town Council adopted a semi-permanent parklet program on January 19, 2021, with a subsidy of 75% of construction costs up to \$40,000, and a subsidy of design and permit fees at its April 20, 2021, meeting. Since this time, the Town staff team has been working with the Town's architect vendor, businesses, property owners, and other stakeholders to implement a process for applications, design, review, and construction of the new semi-permanent parklets. After a higher than expected level of interest from downtown businesses, staff returned to the Town Council on August 17, 2021, for an increase in the parklet program budget to accommodate the number of applications received.

Per Council direction, the temporary krail parklets are scheduled to be removed as businesses with semi-permanent parklet applications transition into the construction of their new parklets, on or before January 31, 2022. On August 17, 2021, the Town Council directed the extension of the temporary krail parklets for businesses that offer outdoor dining to allow for a smoother transition to the semi-permanent parklet program. Krail that was not providing outdoor dining opportunities was removed in early September 2021; however, in some cases, extra krail was left in place as there was not enough space to reinstate parking in these locations, or there were not enough krail pieces to fill a truck for cost effective removal. As the temporary krail program transitions into the semi-permanent program, these extra areas will be returned to on-street parking spaces. In some cases, there may be a desire by the Town Council to opt for an option other than on-street parking, which will be discussed later in this report.



SUBJECT: Discuss and Provide Direction on Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: November 8, 2021

BACKGROUND (continued):

Through discussions of economic recovery and community vitality, the Chamber of Commerce requested funding to provide the Town with an emergency destination marketing campaign and a series of events that included the closure N. Satna Cruz Avenue weekly throughout the summer. Subsequently, the Town Council allocated \$55,000 to emergency destination marketing, and \$80,000 to the event series. Both efforts were proposed to promote the Town of Los Gatos as a premier Silicon Valley destination to shop, dine, stay, and experience the Town.

The emergency destination marketing campaign is slated to provide a Visit Los Gatos website and offer opportunities for residents and visitors to engage with the Town's offerings when searching the term "Los Gatos" online, connecting through various social media platforms, and visiting merchants in person. Additionally, the event series leverages the messaging that Los Gatos is open for business and is excited to welcome back residents and visitors for safe in-person shopping and dining experiences.

The Summer Promenade events were considered a success and thus, the Chamber has filed a special event permit to provide a similar all-day Holiday Promenade event in December that promotes downtown Los Gatos as a destination to shop, dine, and celebrate this holiday season. The Visit Los Gatos webpage and Instagram page have been created and the Chamber of Commerce continues to maintain these online platforms. Metrics and data regarding online searches and direct clicks for Visit Los Gatos are expected to be provided by the Chamber of Commerce by the end of December 2021.

DISCUSSION:

**Semi-Permanent Parklet Update**

The semi-permanent parklet program continues to move forward. The timeline has been slow and difficult to predict due to the responsibilities and preparation for both the Town and businesses to complete for each application.

While the Town worked with its contracted architecture firm to design, review, and pre-approve the basic parklet plans ahead of the program start date, each business has unique circumstances and must complete an individual design and engineering phase with the architect. Street slope, frontage configuration, neighboring businesses, property owner input, and other existing conditions create these unique circumstances. Addressing these site specific issues can take anywhere from a few weeks to a month or two depending on the situation.

In addition to the standard pre-approved parklet plans, several businesses have opted to build a solid, relatively flat, roof structure approved by the Town Council in April. Given that this



DISCUSSION (continued):

structure is not part of the pre-approved options nor is it eligible for the parklet grant and subsidy, it is a separate process that must be added on top of the design and engineer phase noted above and can add a couple of additional weeks to the process. Once all of the design and engineering elements are complete, the firm submits the plans to the Town for a building permit. Prior to the building permit being issued, the operation and grant agreements are executed with the Town, and a contractor is brought onboard by the business.

The construction industry remains impacted with projects in general. Thus, it has been slow for businesses to easily identify a contractor, produce a bid for the construction, which is a required attachment to the grant agreement, or anticipate a construction timeline specific to their parklet.

The Chamber of Commerce continues to be a strong partner with the Town and the parklet program by providing businesses and contractors with an outlet to connect. They hosted a meeting in October that brought together stakeholders for an in-person discussion and continue to be a support as businesses look for general contractors, subs, materials, and other parklet resources.

Based on discussions at this meeting, aside from contractor workload, staff understands that material acquisition may be a challenge, specifically the concrete planters that are a vital part of the design. While staff is not requesting an extension to the krail parklets at this time, it may be necessary to return to the Town Council in January to extend a few of the krail parklets. Staff still anticipates that it is achievable to have all parklets completed with final permits no later than December 31, 2022.

Attachment 1 provides a high-level process map that outlines the steps in the semi-permanent parklet program, and an update of the number of businesses in each phase of the project. Even with the streamlined efforts in place, it remains difficult to predict how long each parklet will take from start to finish as there is a large number of variables with each.

**Public Space Programming**

As the staff works with stakeholders on parklet design and placement, there have been a few instances where the discussion has come up regarding the programming of public parklets or pocket areas where adding back parking (in place of krail parklets) may not be ideal.

Staff understands there may be an interest from members of the Town Council to add some public programming such as a pocket parklet with public benches or a space that could accommodate bike and stroller parking off the main flow of pedestrian travel on the sidewalks.

DISCUSSION (continued):

Attachment 2 illustrates some areas staff recommends the Town Council considers, if it wishes to add public parklets.

Throughout the parklet planning process when staff considers how parklets will blend with on-street parking spaces, there has been an effort to not leave a single parking space between two parklets that could create a parallel parking challenge for drivers. Staff has consistently looked for a gap that is the size of at least one and a half to two parking spaces, which would ultimately be striped as one space to provide drivers with some cushion space to park and navigate the parklets.

At the time of this report there is one location that only a single parking space remains between a proposed parklet and a bump-out near a cross walk, located at approximately 17 N. Santa Cruz Avenue (location number 2 on Attachment 2). There are two other existing instances where a single spot remains between a bump out and an original pilot parklet, which since construction completion has been designated for twenty-minute parking, located at approximately 9 N. Santa Cruz Avenue (locations 3 and 4 on Attachment 2).

While locations 3 and 4 on Attachment 2 have been functioning as short-term parking spaces for over two years, these spaces are near the turn lane at the intersection of N. Santa Cruz Avenue and Main Street and exist in an area where the sidewalk seems to become especially congested, thus could be a good option for public programming to eliminate the need to accommodate parallel parking when the road configuration switches to support a turn lane and to support more sidewalk space for pedestrian flow.

Location number 1 on Attachment 2 will have a space the size of three parking spaces that the Town could program as parking, or as a public parklet area that supports seating and/or bike parking. This location is central to downtown and provides a larger area if the Town Council would like to only program one public area for multi-purposes; however, another option may be to retain a couple of consecutive on-street parking spaces.

Location 2, 3, and 4 on Attachment 2, discussed earlier in the report, each offer a single parking space size area that could support either bike parking or a public seating area. As the parklets have been constructed, there have been several instances where public benches have needed to be relocated. These could potentially be used as the furniture for small public seating areas. Location 5 presents a unique opportunity to provide bike parking on Main Street. A small area could be programmed for the bikes, then at least one parking spot could remain on the end of the block to accommodate short-term parking.

DISCUSSION (continued):

To date there have been three businesses that have opted out of the semi-permanent parklet program since applying, and another two to three that remain unsure if they will proceed thus, there may be extra funds that have been allocated to the parklets that could be re-directed into public parklets or bike corral areas if the Town Council desires.

There are a number of ways to construct public space between two parklets. The most obvious include the Town contracting for the construction of the space to match existing parklet design or having the adjacent business construct the space as part of their project with the Town providing additional reimbursement for the added cost.

These public spaces would come with an additional cost. Approximately twelve months ago, PPW brought on an additional 0.5 FTE Maintenance Worker to keep up with the new demands in the downtown. Although the services have been important to the overall appearance of the downtown, this is not a sustainable cost within the PPW budget and adding Town managed parklets would compound that need. Pursuing these improvements would require a budget add to supplement the additional labor needs.

Additional costs for the equipment programmed for the space would also need to be addressed. Uses might include bicycle parking (requiring lockers or racks), seating (requiring cleaning and replacement), entertainment such as a piano (requiring tuning and replacement), or other ideas. Based on Council direction, staff would request budget adjustments through the Mid-Year Budget process.

With the addition of another restaurant coming to Grays Lane with a parklet, this area will see a shift in the layout; however, it will continue to have a pedestrian walkway and sitting area. Throughout the temporary parklet program, the Town has done minimal upkeep on this area, and the existing business has been a great partner in keeping the area neat and clean.

**Economic Recovery Resolution**

Since its original adoption on June 3, 2020, the Economic Recovery Resolution has been providing opportunities for support, flexibility, and reduced permit fees for new and existing businesses in Los Gatos. Staff believes the early adoption of this Resolution, the extension of the resolution until December 31, 2021, and expansions of allowances the Town Council has directed over the past eighteen months have provided both business retention and attraction. Given that the business community at large is still recovering from and navigating the COVID-19 pandemic and that the future of public health orders and course of the pandemic are widely unknown, staff recommends that the Town Council extend the Economic Recovery Resolution until December 31, 2022 (Attachment 3). This date aligns with the anticipated completion of the semi-permanent parklet construction and provides for more time for businesses to recover

SUBJECT: Discuss and Provide Direction on Actions to Continue the Town's Support of Economic Recovery and Community Vitality

DATE: November 8, 2021

DISCUSSION (continued):

and adapt their services and business models as consumer behavior and demands continue to shift.

CONCLUSION:

After receiving the staff update on the semi-permanent parklet program, staff is recommending that the Town Council discuss and provide feedback on the program including providing direction on:

- Should public parklets be added in specific locations to support pocket sitting areas, bike/stroller parking, or additional programming?
- If this is the direction of the Council, funds should be identified to cover the additions and could be re-directed from excess funds that will likely remain in the semi-permanent parklet program budget due to the attrition of parklet applications.
- Additionally, staff is recommending that the Town Council extend the Economic Recovery Resolution until December 31, 2022, to continue to provide businesses with options for recovery, expansion, support, flexibility, attraction, and retention.

COORDINATION:

This report was drafted in collaboration with the Town Manager's and Town Attorney's Offices, and the Community Development and Parks and Public Works Departments.

FISCAL IMPACT:

No additional direct funding is being requested with the actions of this report; however, may be necessary based on the direction of the Town Council. There may be a shift in how the American Rescue Plan Act (ARPA) funds allocated to the semi-permanent parklet program are expended if the Town Council directs staff to add public parklet areas downtown in lieu of parklet applicants who have rescinded their applications. Additional fee subsidy may also be needed for the 50% fee absorption of Conditional Use Permits that is included in the Economic Recovery Resolution.

ENVIRONMENTAL ASSESSMENT:

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

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SUBJECT: Discuss and Provide Direction on Actions to Continue the Town's Support of  
Economic Recovery and Community Vitality

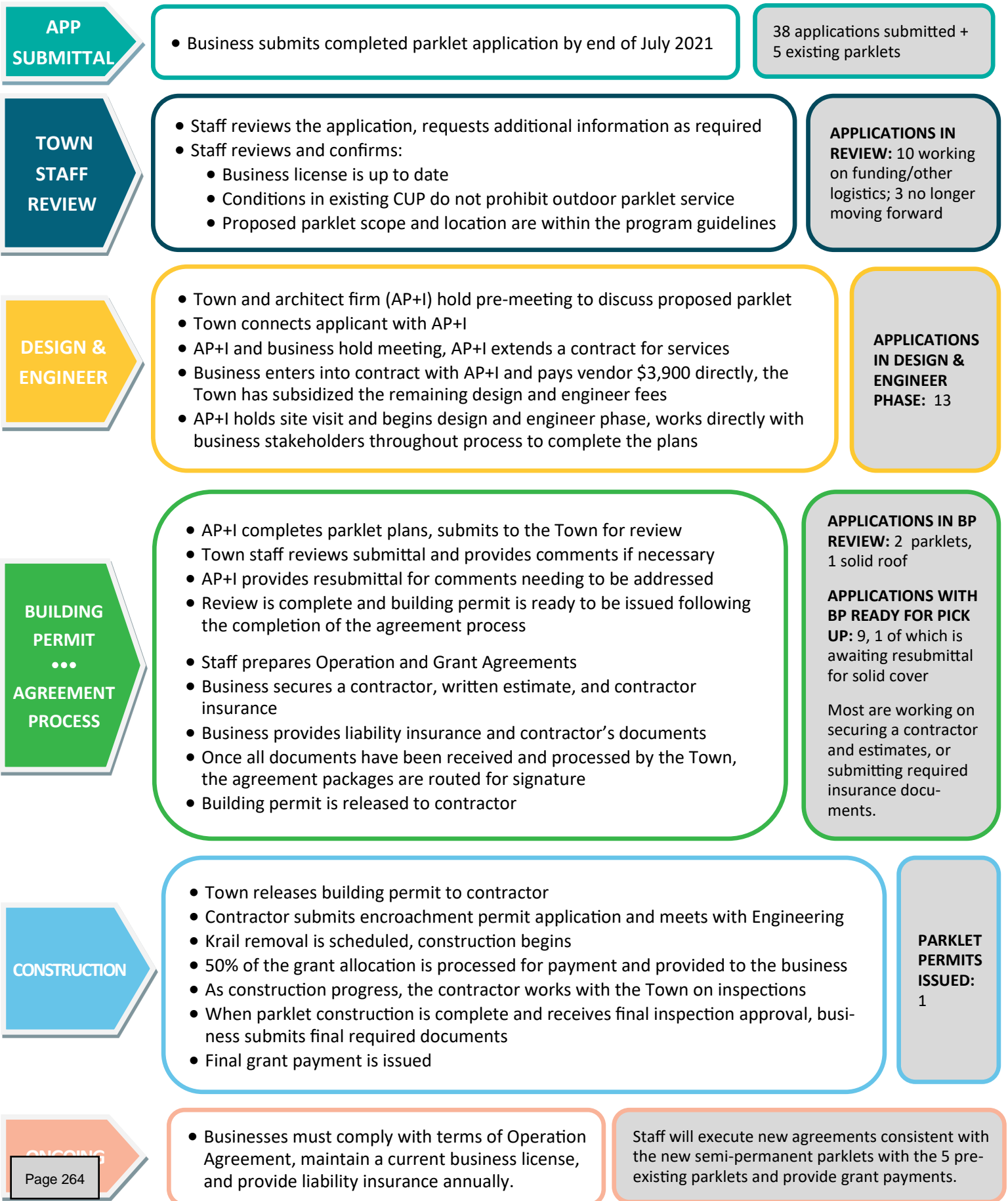
DATE: November 8, 2021

Attachments:

1. Semi-Permanent Parklet Process Map and Applicant Information
2. Map of Potential Public Parklet Areas
3. Draft Economic Recovery Resolution Showing Mark-ups

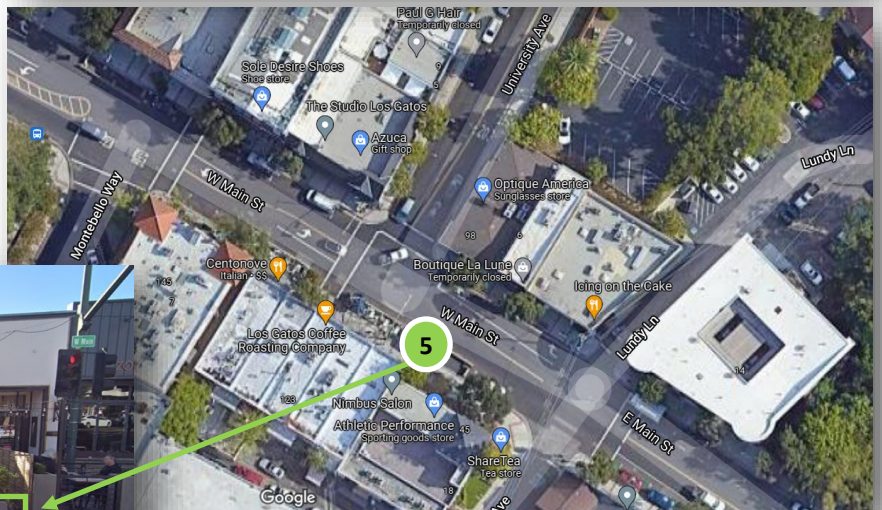
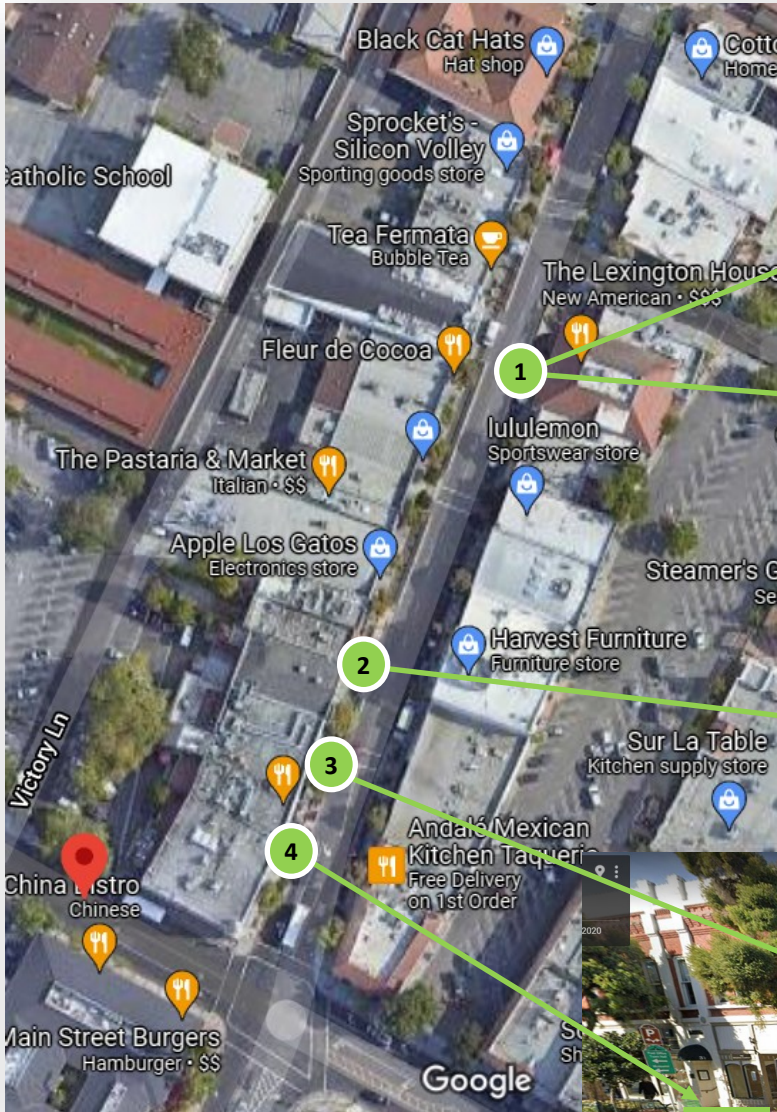
# SEMI-PERMANENT PARKLET PROCESS MAP:

Process Step & Description —> Number of corresponding applications





# CONSIDERATIONS FOR PUBLIC PARKLETS & BIKE CORRALS



**RESOLUTION 2021-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
APPROVING TEMPORARY OUTDOOR PUBLIC SPACE EXPANSION AND TEMPORARY  
MODIFICATIONS TO SPECIFIC PROVISIONS RELATED TO BUSINESS PERMITS,  
PROCESSES, PROVISIONS, AND ACTIVITIES DURING THE COVID-19 PANDEMIC TO  
OFFER ECONOMIC RELIEF, RECOVERY, AND OPPORTUNITIES FOR COMMUNITY AND  
ECONOMIC VITALITY**

**WHEREAS**, pursuant to the Town’s police power, as granted broadly under Article XI, Section 7 of the California Constitution, the Town Council has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the Town and its residents; and

**WHEREAS**, pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected by a natural or manmade disaster; and

**WHEREAS**, California Government Code Section 8634 states that “During a local emergency the governing body of a political subdivision, or officials designated thereby, may promulgate orders and regulations necessary to provide for the protection of life and property...”; and

**WHEREAS**, the purpose of a local emergency proclamation is to provide extraordinary powers to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, obtain vital supplies, and require emergency services of employees; and

**WHEREAS**, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-19"); and

**WHEREAS**, on January 30, 2020, the World Health Organization declared the Covid-19 outbreak a Public Health Emergency of International Concern; and

**WHEREAS**, on January 30, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency; and

**WHEREAS**, on January 31, 2020, the first case of COVID-19 was confirmed in Santa Clara County (“County”); and

ATTACHMENT 3



**WHEREAS**, on February 10, 2020, the Santa Clara County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

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

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 an International Pandemic; and **WHEREAS**, on March 12, 2020, the Town Manager of Los Gatos acting in the capacity of Town of Director of Emergency Services, issued a Proclamation of Local Emergency; and

**WHEREAS**, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

**WHEREAS**, on March 16, 2020, the Santa Clara County Department of Public Health directed all individuals in the County to Shelter in Place and mandated requirements, including but not limited to, social distancing, staying home if sick, canceling or postponing group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

**WHEREAS**, on March 17, 2020, the Town Council of the Town of Los Gatos ratified the Proclamation of Local Emergency; and

**WHEREAS**, the pandemic and necessary federal, state and local public health orders requiring social distancing to prevent spread of COVID- 19 have had and will continue to have devastating economic impacts on the local community, including residents, businesses, employees and Town operations; and

**WHEREAS**, the longer the emergency order is in place, the more difficult it will be for small retail and restaurant operators to return and reopen their businesses; and

**WHEREAS**, although the Town continues to be in an emergency response phase, an emergency management principle has been established that recovery planning must begin as early as possible to strengthen community resilience while shortening the economic recovery timeline; and

**WHEREAS**, some of the actions that the Town has taken during this state of emergency to support local business are: eviction protections; suspension of rent for Town owned Facilities; a website with COVID 19 and business resources; and assistance for restaurants and food retailers by allowing sales of alcohol via delivery and takeout, providing flexibility for restaurants to sell groceries, and allowing curbside pickup; and

**WHEREAS**, due to the severe economic impacts of COVID- 19 and its economic impacts on the community and the Town organization, the Council deems it necessary to take additional action to suspend enforcement of certain provisions of the Town of Los Gatos Town Code and provide temporary process streamlining measures to facilitate the retention and attraction of Los Gatos businesses during the COVID-19 pandemic, reduce economic impacts, foster recovery, encourage economic vitality, and reduce commercial vacancies; and specified below to support social distancing requirements, effective public communication related to rapidly transitioning business re-opening status, and economic viability of businesses in adhering to permitted opening and social distancing requirements; and

**WHEREAS**, the below measures are intended to provide economic relief to businesses that are experiencing economic uncertainty while complying with State and County Orders. Accordingly, the Town will facilitate a temporary “ pilot” program, which will include the development and implementation of a plan to use the right- of-way, sidewalks and streets to help maintain social distancing during the first few phases ( stages) of reopening consistent with the State’s Resilience Roadmap and continued economic support of businesses for uses such as walking space, outdoor dining, and pick- up/delivery areas. The program would provide for residents to receive the health and wellness benefits of being outdoors and support businesses with enough space to safely physically distance; and

**WHEREAS**, the program is established for the purpose of supporting and facilitating the recovery of business and economic activity in the Town by expanding the spaces available for the safe conduct of such activities for Town businesses and their customers and patrons to create more physical distance for pedestrians and business patrons to maintain physical distancing; and nothing herein is intended to nor shall be deemed to create open gathering places or public fora unrelated to the intended business support and recovery purpose; and

**WHEREAS**, Over the years, the Town’s conservative budgeting practices have resulted in healthy reserves and frequent annual budgetary surplus with a balanced Operating Budget for Fiscal Year 2020-2021 with no reductions to service, despite significant revenue and other economic impacts from sheltering-in-place. Those reserves and surpluses are now paying the Town huge dividends during the COVID 19 crisis; and

**WHEREAS**, on May 26, 2020, the Town Council reallocated \$1,900,000 in prior surpluses reserved for downtown streetscape revitalization toward COVID-19 economic stimulus recovery efforts. This is one of the single largest economic recovery packages ever proposed in the Town’s history; and

**WHEREAS**, time is of the essence to quickly implement a program to allow for safe physical distancing consistent with the State’s Resilience Roadmap and County Guidelines in order to address both public health and economic impacts of COVID- 19, as residents have been primarily indoors since the initiation of the State and County Orders, this will be a dynamic temporary program, receiving input from the Town Council, and shall be subject to administrative modification by the Town, as authorized herein, as necessary in response to emerging issues or concerns of public, health, safety or convenience; and

**NOW, THEREFORE, BE IT PROCLAIMED AND RESOLVED** by the Town Council of the Town of Los Gatos that:

SECTION 1. All recitals set forth above, and all recitals included in support of Federal, State and County actions referenced herein, are adopted as though fully set forth herein as findings in support of this Resolution and, after considering all such findings and current local circumstances the Council hereby declares the continuing existence of a local emergency related to the continued threat of COVID- 19 as it relates to public health and economic impacts; and

SECTION 2. In order to support the re-opening of restaurants and other businesses in accordance with the State Executive Order N-60-20, the Town Council hereby directs and authorizes the Town Manager to implement the following strategies that may be used independently or in combination, as outlined below:

1. As identified by the Town generally along N. Santa Cruz Avenue (south of Highway 9/Los Gatos-Saratoga Road) and Main Street, private businesses in the C-2 Zone are permitted to utilize public street parking spaces in proximity to their business for expanded dining and alcohol service, retail, or business use space to facilitate safely distanced pedestrian circulation, expanded outdoor dining and alcohol service, and customer queuing, pickup and waiting areas associated with permitted business activities and pursuant to the terms agreed upon in an Economic Recovery Agreement between the business and the Town;
2. Suspend parking requirements in private commercial lots to allow some parking spaces to be utilized for restaurant seating or business activities given sufficient parking remains available for customer use, and to allow for such to facilitate safely distanced pedestrian circulation, expanded outdoor dining and alcohol service, customer queuing, and pickup and waiting areas associated with permitted business activities and pursuant to the terms of agreed upon in an Economic Recovery agreement between the business and the Town;
3. Allow pop-up patios, parklets, and other areas to encourage and support additional ideas for outdoor space such as use of parts of the sidewalk for signage, merchandise

and queueing, where adequate sidewalk width exists consistent with disabled access requirements and public safety; and

4. Current Los Gatos businesses may relocate, expand, or open an additional business location without obtaining a new Conditional Use Permit provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit or Conditional Use Permit modification consistent with the existing Town Code;
5. The requirement for personal service businesses to obtain a Conditional Use Permit in the C-2 zone is suspended, and personal service businesses may locate within Office Zones (O), provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit, or must comply with current provisions consistent with the existing Town Code;
6. The requirement for up to a total of five (5) markets, bars and/or other miscellaneous commercial businesses to obtain a Conditional Use Permit in the C-2 zone is suspended provided the business enters into an Economic Recovery agreement with the Town, documenting that any change of ownership is subject to a new Conditional Use Permit consistent with the existing Town Code;
7. The cost for a new Conditional Use Permit is reduced by 50% with the Town paying the balance of the fees;
8. Alcohol consumption is permitted with meals in Town parks, temporary pop-up parks, temporary patio dining, and parklets; and
9. The expiration date for all building permits and planning entitlements shall be extended by two years.

SECTION 4. Environmental Review. As a result of the COVID- 19 public health emergency, the Town of Los Gatos proposes a temporary program to use the right- of-way, sidewalks and streets to help maintain social distancing during the first few phases (stages) of reopening consistent with the State’ s Resilience Roadmap and provide for residents to receive the health and wellness benefits of being outdoors and support businesses with enough space to safely physically distance. The proposed project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) as followed:

- A. The project is statutorily exempt under State CEQA Guidelines Section 15269 (Emergency Projects), because the temporary program includes specific actions that would allow for safe physical distancing consistent with the State's Resilience Roadmap and County and State Guidelines in order to mitigate the COVID- 19 public health emergency.
- B. The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the program are limited to the permitting, leasing, and minor alteration of existing public facilities, including existing streets, sidewalks, bicycle and pedestrian trails, which would not result in the creation of additional automobile lanes. The program would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of Town right of- way, as the uses included in the temporary program would not vary from the current uses of commercial businesses, residential areas, or public access within the Town's right- of-way.

SECTION 5. Notwithstanding any other Town policy or procedure, the Town Engineer shall be authorized to review and approve on behalf of the Town any and all design and construction necessary as part of the temporary program herein and the Town Manager shall be authorized to enter into agreements on behalf of the Town to implement the strategies herein without further action of the Town Council.

SECTION 6. Any provision of the Los Gatos Town Code or any appendix thereto inconsistent with the provisions of this Resolution, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Resolution.

SECTION 7. All current and prior emergency and public health orders as currently enacted and in effect, or as subsequently amended or modified, issued by the Governor, the State or County Public Health Official or the Town or County Emergency Services Director are expressly adopted.

SECTION 8. This resolution remains in place until December 31, ~~2021~~ 2022.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16<sup>th</sup> day of November 2022 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 22

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DATE: November 5, 2021

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Staff Recommends the Following Actions Regarding Town Purchasing:

- a. Approve the Recommendation of the Council Policy Committee to Approve the Proposed Updates to the Town Purchasing Policy;
- b. Proceed with an Introduction and First Reading of an Ordinance of the Town Council of the Town of Los Gatos, by Title Only, Amending Chapter 2 (Administration), Article V, Division 2 of the Town Code Regarding Purchasing; and
- c. Adopt a Resolution of the Town Council of the Town of Los Gatos in the Matter of Uniform Public Construction Cost Accounting Procedures.

**RECOMMENDATION:**

Staff recommends the following actions regarding Town purchasing:

- a. Approve the recommendation of the Council Policy Committee to approve the proposed updates to the Town Purchasing Policy;
- b. Proceed with an introduction and first reading of an Ordinance of the Town Council of the Town of Los Gatos, by title only, amending Chapter 2 (Administration), Article V, Division 2 of the Town Code Regarding Purchasing; and
- c. Adopt a Resolution of the Town Council of the Town of Los Gatos in the matter of Uniform Public Construction Cost Accounting Procedures.

**BACKGROUND:**

At its January 25, 2021 meeting, the Council Policy Committee added an update to the Town Purchasing Policy to its work plan for 2021. The existing Purchasing Policy was created in 2008 and can be found as Attachment 1 to this report.

**PREPARED BY:** Holly Zappala  
Management Analyst

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

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BACKGROUND (continued):

At its October 26, 2021, the Council Policy Committee reviewed the proposed updated 2021 Town Purchasing Policy, found in Attachment 2 to this report. The Committee unanimously agreed to forward a recommendation to the Town Council to approve the proposed updates to the Purchasing Policy.

DISCUSSION:

As part of the update process, staff reached out to comparable municipalities in Santa Clara County to request copies of their Purchasing Policies and corresponding code sections. Staff received responses from the cities of Campbell, Gilroy, Morgan Hill, Saratoga, and Sunnyvale.

Purchasing guidelines vary across municipalities and are tailored to each agency. The following table shows where each of the above-referenced cities falls in reference to the purchase amount thresholds that trigger requirements for purchase orders (PO), quotes, formal bidding procedures, and Council approval. The table also shows which of the agencies have opted into the California Uniform Public Construction Cost Accounting Act (the Act) for public works (PW) projects and what year the policy was last updated.

City	Policy Revised	Opted into the Act	PO Required	Quotes Required	Formal Bids Required	Council Approval Required
Campbell	2017	Yes	\$200	\$5,000	\$25,000 & limits in the Act for PW projects	\$50,000
Gilroy	2020	No	\$3,000	\$3,000	\$100,000 & \$35,000 for PW projects	\$100,000 & \$35,000 for PW projects
Morgan Hill	2019	Yes	\$5,000	\$500	\$25,000 & limits in the Act for PW projects	\$60,000
Saratoga	2015	Yes	\$5,000	\$1,000	Only PW projects in excess of informal bid limit in the Act	\$25,000
Sunnyvale	2019	No	\$1.0	\$15,000	\$50,000	\$100,000
<b>Los Gatos (existing)</b>	2008	No	\$1,000	\$1,000 if feasible, \$5,000 required	\$25,000	\$50,000
<b>Los Gatos (proposed)</b>	2021	Yes	\$3,000	\$3,000	\$50,000 & limits in the Act for PW projects	\$100,000



DISCUSSION (continued):

The proposed 2021 Town Purchasing Policy provides updated thresholds, aligns with current Town practices, and memorializes certain Town procedures, such as the Request for Proposal process. Additionally, the proposed update adds important guidelines to bring the Town into compliance with evolving regulations such as Senate Bill 1383 and incorporates best practices addressing equity in purchasing.

Town Code sections 2.50.105 through 2.50.145 that reference purchasing should be updated in tandem with the Purchasing Policy in order to ensure consistency. The corresponding, proposed red-lined updates to the Code sections can be found as Attachment 3 to this report. The proposed Ordinance Amending Chapter 2 (Administration), Article V, Division 2 of the Town Code Regarding Purchasing can be found as Attachment 4 to this report.

An overview of the major proposed updates to the Policy is as follows:

1. Opts the Town of Los Gatos “in” to the California Uniform Construction Cost Accounting Act (the Act) for public works projects. The Act is legislation that was enacted in 1983 to help promote uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state. The Act is a voluntary program available to all public entities in the State, but it applies only to those public agencies that have “opted in” to the provisions set forth by the Act using the processes outlined in the Act. Key provisions include:
  - a. The Act allows for public project work in the amount of \$60,000 or less to be performed by a public agency’s force account using the public agency’s own resources, or by negotiated contract, or by purchase order;
  - b. public projects in the amount of \$200,000 or less may use informal or formal bidding procedures; and
  - c. public projects at a cost of more than \$200,000 must use formal bidding procedures to let the contract.

Every five years, the Act Commission reviews the informal bid limits for inflation and other factors to determine whether adjustments should be made. If an adjustment is made, the State Controller notifies the affected public agencies. In order for Los Gatos to “opt in” to the Act, the Council must elect by resolution to become subject to the Act and the Town must file a copy of the approved resolution with the State Controller’s Office. A proposed Resolution in the Matter of Uniform Public Construction Cost Accounting Procedures can be found as Attachment 5 to this report.

2. Reflects a decentralized purchasing process, removes the Town Purchasing Agent, and adds Department Purchasing Representatives in order to align with current Town practices.
3. Adds Healthy Food and Beverage Guidelines per direction from Santa Clara County Public Health.

DISCUSSION (continued):

4. Memorializes the Town Request for Proposal process. This includes Requests for Information, Requests for Statements of Qualifications, or others as deemed appropriate.
5. Adds specific language to the Recycled Products and Materials section in order to be in compliance with Senate Bill 1383 (SB 1383), a state-wide effort to reduce emissions of short-lived climate pollutants. Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. As there is so much paper present in the solid waste disposal stream, the procurement of recycled content and recyclable paper will grow demand for these products and support recycling to help meet the organic waste diversion goals of SB 1383.
6. Expands the current preference for local businesses to include preference for minority, disabled, and woman-owned businesses, consistent with the Town Council's Strategic Priority of advancing Diversity, Equity, and Inclusion efforts.
7. Increases the Purchase Order requirement/staff level purchase approval threshold from \$1,000 to \$3,000.
8. Sets the threshold for requiring at least three quotes prior to purchasing to \$3,000. The current guideline is \$1,000 if feasible and required for over \$5,000.
9. Increases the threshold for requiring formal bidding procedures (excluding public works projects, which would align with the thresholds in the Act) from \$25,000 to \$50,000.
10. Increases the threshold for Town Council approval from over \$50,000 to \$100,000.

CONCLUSION:

Staff recommends the Town Council take following actions regarding Town purchasing:

- a. Approve the recommendation of the Council Policy Committee to approve the proposed updates to the Town Purchasing Policy;
- b. Proceed with an introduction and first reading of an Ordinance of the Town Council of the Town of Los Gatos, by Title Only, amending Chapter 2 (Administration), Article V, Division 2 of the Town Code regarding purchasing; and
- c. Adopt a Resolution of the Town Council of the Town of Los Gatos in the Matter of Uniform Public Construction Cost Accounting Procedures.

COORDINATION:

This report was coordinated with all Town Departments.

FISCAL IMPACT:

There is no associated fiscal impact.

PAGE 5 OF 5

SUBJECT: Purchasing Policy, Ordinance, and Resolution

DATE: November 16, 2021

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Existing 2008 Purchasing Policy
2. Proposed 2021 Purchasing Policy
3. Proposed red-line changes to Town Code Sections 2.50.105 through 2.50.145
4. Draft Ordinance of the Town Council of the Town of Los Gatos Amending Chapter 2 (Administration), Article V, Division 2 of the Town Code Regarding Purchasing
5. Draft Resolution in the Matter of Uniform Public Construction Cost Accounting Procedures

TOWN COUNCIL POLICY  
TOWN OF LOS GATOS

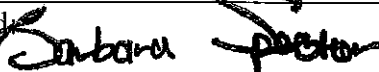
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Subject: Town Purchasing Policy and  
Procedures Manual

Page: 1 of 14

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Approved:



Effective Date:  
8/04/2008

Revised Date:

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PURPOSE

The purpose of the Purchasing Policy is to guide purchasing practices and provide an overview of purchasing objectives, policies and functions.

SCOPE


The provisions of this policy shall apply to elected and appointed officials, Town employees, volunteers and vendors seeking to do business with the Town. It identifies those with the authority and the responsibility to acquire goods and services on behalf of the Town, and addresses policies on matters including, but not limited to:

- The purchase of goods and services, leases of real property, or the sale or purchase of real property.
- All contracts funded by the Town of Los Gatos and the Los Gatos Redevelopment Agency for research and development, professional studies, design and engineering, construction and construction-related matters, to the extent allowed by applicable law.
- The disposition of surplus property.

POLICY & PROCEDURES

See attached policy document.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Town Attorney

# **Town of Los Gatos Purchasing Manual**

## **1. POLICY PURPOSE**

The purpose of the Purchasing Policy is to guide purchasing practices and provide an overview of purchasing objectives, policies and functions.

## **2. SCOPE OF POLICY**

The provisions of this policy shall apply to elected and appointed officials, Town employees, volunteers and vendors seeking to do business with the Town. It identifies those with the authority and the responsibility to acquire goods and services on behalf of the Town, and addresses policies on matters including, but not limited to:

- The purchase of goods and services, leases of real property, or the sale or purchase of real property.
- All contracts funded by the Town of Los Gatos and the Los Gatos Redevelopment Agency for research and development, professional studies, design and engineering, construction and construction-related matters, to the extent allowed by applicable law.
- The disposition of surplus property.

## **3. OVERVIEW OF THE PURCHASING PROCESS**

Section 2.50.110 of the Los Gatos Code establishes a Centralized Purchasing Division which has the authority to purchase equipment, materials and services. Centralized purchasing standardizes the bidding and evaluation procedures, achieves economy of scale benefits, provides consistency in dealing with vendors, and ensures an open, fair, and competitive procurement process.

## **4. PURCHASING AGENT**

Section 2.50.115 of the Town Code establishes the Town Manager or his/her designee as the Purchasing Agent for the Town. When so acting the Town Manager shall:

- Give preference to merchants whose place of business is located within the Town limits, quality and price being equal.
- Establish and enforce specifications with respect to equipment, materials and services required by the Town.
- Inspect or supervise the inspection of all deliveries of equipment, materials and services, and determine their quality, quantity and conformity with specifications thereof.
- Have charge of such general storerooms and warehouses as the Town may establish.
- Transfer to, or between, offices, departments or agencies, equipment, materials or services and, on approval of the Town Council with such notice as may be required, sell to the highest bidder surplus, obsolete or unused equipment or materials.

## Town of Los Gatos Purchasing Manual

### 5. PURCHASING GUIDELINES

#### a) Standards of Purchasing Practice

The Town of Los Gatos adheres to the following Standards of Practice:

- 1) To regard public service as a sacred trust, giving primary consideration to the interests of the public agency that employs us.
- 2) To purchase without prejudice, seeking to obtain the maximum value for each dollar expended.
- 3) To avoid unfair practices, giving all qualified vendors equal opportunity.
- 4) To honor our obligations and require that obligations to our public agency be honored.
- 5) To accord vendor representatives courteous treatment, remembering that these representatives are important sources of information and assistance in solving our purchasing needs.
- 6) To refuse to accept any form of commercial bribery, and prevent any appearance of so doing.
- 7) To be receptive to counsel from our colleagues, and to cooperate with them to promote a spirit of teamwork and unity.
- 8) To conduct ourselves with fairness and dignity, and to demand honesty and truth in the purchasing process.
- 9) To strive for greater knowledge of purchasing methods and of the materials we purchase.
- 10) To cooperate with organizations and individuals involved in activities designed to enhance the development of the purchasing profession, remembering that our actions reflect on the entire purchasing profession.

#### b) Gifts and Unauthorized Purchases

- 1) **Gifts:** Consistent with existing Town policy, Town employees, officers or officials are not entitled to any special consideration from vendors and merchants in their personal affairs nor are such Town employees, officers, or officials to attempt to procure materials for the personal use of any other person. Town employees, officers or officials shall not solicit or accept gifts except for those items that can be shared by all staff such as food and flowers.
- 2) **Unauthorized Purchases:** Except for emergencies or other authorized exemption, no purchases shall be made without specific authorization as outlined in this policy. Purchase transactions that are either entered into by an individual that is not authorized to contract on behalf of the Town or entered into by an individual normally authorized to contract, but who uses an unauthorized procurement method, or exceeds their delegated authority may be held personally liable for the cost of the purchase or contract and/or result in disciplinary action and up to and including

## **Town of Los Gatos Purchasing Manual**

termination of employment. If a department accepts responsibility for payment of incurred charges from an unauthorized purchase, the department must submit the following:

- i) A purchase requisition containing all required information.
- ii) Evidence of the purchase and receipt of item(s), i.e invoices, packing slips etc.
- iii) A written statement explaining the circumstances that led to the unauthorized purchase, and the steps taken to prevent its reoccurrence.

### **c) Green Procurement**

Whenever possible, goods and services that are proven to be ecologically sound, healthy, energy-efficient, renewable, reusable, highly durable, or have recyclable content should be considered for purchase to support environmental friendly or "green" initiatives. Examples of such products may include, but are not limited to: alternative fuel vehicles, recyclable, and/or biodegradable products, or products made out of recycled materials, and low-emission paints, and native plants for landscaping purposes.

### **d) Purchasing Authority**

The Town Manager or designee is authorized to enter into and sign on behalf of the Town contracts for goods, services, including professional services less than \$50,000. All contracts over \$50,000 must be approved by the Town Council.

### **e) Purchase Orders**

- 1) Purchase orders (PO) represent a commitment related to unperformed contracts for goods or services between a Town Department and vendor. When a PO is executed, an "encumbrance" against the program account identified in the PO is created.
- 2) Purchase orders are required for purchases over \$1,000. Prior to purchase, a requisition should be generated, followed by a PO. When an invoice is received, it is processed against the PO and the payment will be deducted from the outstanding encumbrance associated with the PO.
- 3) Change Orders: Overpayment of purchase orders cannot exceed more than 10% of the original authorized amount. In instances where, due to unforeseen developments the cost of goods or services exceeds 10% of the original amount plus contingencies, a change order must be processed. Approval of change orders is subject to authorization limits provided in this policy.

## **Town of Los Gatos Purchasing Manual**

### **f) Insurance and Indemnity**

Insurance is required in connection with a purchase or contract that involves service performed on Town property, a professional services contract, or whenever there may be an inherent risk of personal injury in the activity involved. When insurance and indemnity are required, the contractor shall hold the Town harmless, agree to defend, and maintain insurance for property damage, general liability and workers' compensation in the form and amounts determined by the Town Attorney. Exceptions to these requirements must be approved by the Town Attorney.

1) *General Liability and Bodily Injury Insurance*

Commercial general liability insurance for at least \$1,000,000 combined limit for bodily injury and property damage that provides that the Town, its officers, employees and agents are additional insured under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that the insurance will operate as primary insurance for work performed, and that no other insurance affected by Town or other named insured will be called on to cover a loss covered thereunder.

2) *Automobile Liability Insurance*

Automobile liability insurance in an amount not less than \$1,000,000 per person/per occurrence.

3) *Workers' Compensation Insurance*

Workers' Compensation Insurance for all employees, all in strict Compliance with State laws, and to protect the Town from any and all claims thereunder, including a waiver of subrogation.

4) *Professional Liability Insurance*

In addition, engineering related services, auditors and other certain professional service contracts may need professional liability insurance in an amount not less than \$1,000,000.

5) *Certificate of Insurance*

A Certificate of Insurance must be filed with the Town prior to engaging in any operation or activity set forth in the purchase order/service contract.

### **g) Business License**

Vendors providing services within Town limits, or delivering goods to the Town must have a Town of Los Gatos Business License. The department initiating a purchase or contract for services is responsible for insuring that the vendor or contractor has a business license.



## Town of Los Gatos Purchasing Manual

### h) Multi-Year Contracts

A contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Town, provided that the term of the contract and renewal provisions are included in the original solicitation process. Contracts committing the Town over five fiscal years are not recommended and shall be allowed only under special circumstance as approved by the Town Council. Contracts in excess of one (1) year shall include a provision automatically terminating the contract in the event that the Town Council does not budget funds to pay the contract in future year.

### i) Independent Contractors

In compliance with Public Code 31000, Town may contract with an "outside" source personal services when:

- Special skills, knowledge and resources are unavailable within the Town.
- Town employees cannot complete the work in a reasonable time.
- A situation requires independent, impartial evaluation by a consultant with recognizable professional expertise and stature.
- It will be less expensive to contract for the work.
- Another branch of government (county/state/fed) dictates that the Town contract with a specified vendor.
- Circumstances may require special skills for a limited time. Those skills may be unavailable from current employees or prospective temporary employees.

## 6. PURCHASING AUTHORIZATION LIMITS

The following authorization limits apply to all purchases except Public Works Projects. Public Works Projects purchasing authorizations and information are discussed later in this document.

### a) *Formal Bid – Purchases more than \$50,000*

- Authority to award – Town Council.
- Formal bid or Request for Proposal process is required, unless the purchase is for personal property (equipment) or professional/personal services.
- Award to the lowest cost, responsive, responsible bidder.

### b) *Formal Bid – Purchases more than \$25,000 - \$49,999*

- Authority to award – Town Manager.
- Formal bid or Request for Proposal process is required, unless the purchase is for personal property (equipment) or professional/personal services.
- Award to the lowest cost, responsive, responsible bidder.

## Town of Los Gatos Purchasing Manual

- c) *Informal Bid – Purchases more than \$5,000 and up to \$25,000*
  - Authority to award – Town Manager.
  - Quotes must be received from three competitive sources.
  - Award to the lowest cost, responsive, responsible bidder.
  
- d) *Small Purchases – Purchases more than \$1,000 and up to \$5,000*
  - Authority to award – Department Director or authorized designee.
  - Seek competitive quotations when feasible.
  - Award to the lowest cost, responsive, responsible bidder.
  - Require a purchase order.
  
- e) Purchases under \$1,000 do not require a purchase order or competitive quotations, but must be authorized by Department Director or authorized designee.

### 7. SPECIAL TYPES OF PURCHASES

#### a) **Purchases Requiring Competitive Bids**

All contracts greater than \$50,000 shall be awarded by competitive sealed bidding. The Town Manager is authorized to award contracts up to \$50,000. Town Council approval is required for awards greater than \$50,000. Contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading competitive bidding requirements.

#### 1) Competitive Sealed Bidding Process:

- i) **Invitation and Notice:** An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. Reasonable public notice of the invitation for bids shall be given not less than ten (10) calendar days prior to the date of the opening of bids. Notice shall be published at least twice in a newspaper of general circulation, printed and published in the Town, or if there is none, it shall be posted in at least three (3) public places in the Town, including the Town website. The Purchasing Agent shall also advertise pending purchases by a notice posted on the public bulletin board in the Town Hall.
  
- ii) **Bid Opening:** Bids shall be opened publicly in the presence of one or more witnesses at the place and not earlier than the time designated in the invitation for bids. The amount of each bid and such other relevant

## Town of Los Gatos Purchasing Manual

information as the Town deems appropriate, together with the name of each bidder shall be open to public inspection in accordance with the policy.

- iii) **Bid Evaluation and Acceptance:** Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
  - iv) **Correction or Withdrawal of Bids:** Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
    - The mistake is clearly evident on the face of the bid document; or
    - The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the Town.
  - v) **Award:** The contract shall be awarded by appropriate written notice to the lowest cost, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- 2) **Tie bids:** If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the Town Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.

## Town of Los Gatos Purchasing Manual

- 3) **Cancellation of Invitations:** An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part at the Town discretion with or without a showing of good cause.
- 4) **Determination of Non-responsibility:** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Town Manager or his or her delegate. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.
- 5) **Right of Nondisclosure:** Information furnished by a bidder or offeror in reliance upon a written offer of confidentiality by the Town pursuant to this section shall not be disclosed by the Town outside of the office of the purchasing agent or using agency without prior written consent by the bidder.
- 6) **Performance Bonds:** The Town Council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Town. If the Town Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- 7) **Protests:** Any participating bidder may file a protest of a contract award or proposed contract award. The protest or appeal must be made in writing within 10 days of award notification and contain at least the following information:
  - The name, address and telephone number of the protester.
  - The signature of the protester.
  - The bid number and date of bid closing.
  - A statement of the legal and/or factual ground on which the protest or appeal is based, including copies of information relevant to the bid.

### b) **Contracting for Professional/Personal Services**

For the purpose of procuring of professional/personal services, the Town department or agency using such a professional/person may award a contract for service in accordance with the purchasing authorizations and limitations of this policy.

## Town of Los Gatos Purchasing Manual

- 1) Selection Procedure.
  - i) **Request for Qualifications and Notice:** Adequate notice of the need for the desired professional services shall be given by the Town through a request for qualifications. The request for qualifications shall describe the services required, list the types of information and data required of each offeror, and state the relative importance of particular qualifications.
  - ii) **Statement of Qualifications:** Persons engaged in providing the designated types of professional services may submit statements of qualifications and expressions of interest in providing such professional services. The Town may specify a uniform format for statements of qualifications.
  - iii) **Interviews:** The head of the Town department or agency or his or her designee using the professional services may conduct interviews with any offeror who has submitted a statement of qualifications for the purpose of ranking the qualifications of the offerors, based on the evaluation factors set forth in the request for qualifications. Interviews shall not disclose any information derived from statements submitted by other offerors.
  - iv) **Award:** Award shall be made to the offeror determined to be the best qualified based on evaluation factors set forth in the request for qualifications. If terms cannot be agreed upon with the best-qualified offeror, then negotiations will be formally terminated with the selected offeror. If statements were submitted by one or more offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.
- 2) Tie Bids: See "Competitive Sealed Bids" (2).
- 3) Cancellation of Invitations: See "Competitive Sealed Bids" (3).
- 3) Determination of Non-responsibility: See "Competitive Sealed Bids" (4).
- 4) Right of Nondisclosure: See "Competitive Sealed Bids" (5).
- 5) Bid and Performance Bonds: See "Competitive Sealed Bids" (6).
- 6) Protests: See "Competitive Sealed Bids" (7).

## **Town of Los Gatos Purchasing Manual**

### **c) Cooperative Purchasing**

The Town Manager is authorized to enter into cooperative purchasing arrangements with other governmental entities without separate competitive bidding by the Town if a governmental agency has solicited bids and awarded a contract for services or materials which the Town desires to obtain, and participation in such a purchase is agreeable to the bidder awarded the contract and the Town Manager finds that participation in such group purchasing agreement is for the benefit of the Town.

### **d) Sole Source Purchasing**

- 1) A contract may be awarded without competition when the Town determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service or construction item. Purchases of less than \$50,000 must be approved by the Town Attorney. Town Council approval is required to purchase any items or service valued over \$50,000.
- 2) The Town Manager or his or her designee shall conduct negotiations, as appropriate, as to price, delivery and terms. A statement of the basis for the sole source determination shall be placed in the contract file.

### **e) Open (Blanket) Purchases**

Open procurement can be used when very similar goods or services are purchased frequently during the year. Generally, the individual purchases are small in relation to the total amount authorized. Bids and approvals must be obtained annually using the same criteria as for a single item purchase order.

### **f) Petty Cash Reimbursement**

The Petty Cash Fund is used to reimburse purchases which were originally paid out-of-pocket by a Town official or employee. Petty Cash reimbursements will either be paid in cash or by check, depending on the amount.

### **g) Credit Card Purchases**

- 1) Credit card purchases are limited to small purchases of up to \$5,000. Guidelines and conditions for small purchases as set forth in this policy will be followed.
- 2) Credit cards are issued to individual employees and are to be used for official Town business only. Credit cards belong to the Town and can be cancelled or revoked at any time at the discretion of the Town Manager. Should any employee lose or have his/her credit card stolen, it is their responsibility to contact the credit card company immediately. Also, they must notify their supervisor in writing one (1) working day after discovery. The supervisor must notify the Purchasing Agent as soon as possible.
- 3) It is the responsibility of the employee to furnish receipts for all credit card purchases. Payment for purchases without receipts may become the responsibility of the employee.

## Town of Los Gatos Purchasing Manual

### h) Emergency Purchases

- 1) The Town may make emergency purchases of supplies, services, or construction items when there is a threat to public health, welfare, or safety; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The Town Manager or designee has the authority to deem a situation as an emergency.
- 2) **Operational Necessities:** After normal working hours, departments may make emergency purchases to meet statutory deadlines and/or immediate unforeseen emergencies of all types, when the Purchasing Agent or designee is not available. Such purchases shall be for statutory or emergency needs only and reported to the Purchasing Agent or their designee during the next scheduled work period. A requisition must be generated by the next business day.

### i) Contract Renewals

Annual renewals for personal/professional services require an amended contract signature page indicating all changes, including but not limited to: pay rate, period of performance, change in service performance or terms.

## 8. PUBLIC WORKS PROJECTS

### a) Bidding Requirements

Public works projects over \$5,000 are subject to bidding and other requirements set forth by statutes. A public project of more than twenty-five thousand dollars (\$25,000.00) and not more than one hundred thousand dollars (\$100,000.00) may be let to contract by informal procedures as set forth in Section 22032 et seq., of the Public Contract Code.

### b) Scope of Public Work Contracts

"Public works contracts" include contracts for a project for the erection, improvement, painting, or repair of public buildings and works; work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; street or sewer work, except maintenance or repair; and furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

### c) Informal Bid Process

When using informal bidding procedures for a public project, a notice inviting informal bids will be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Town Code Section 2.50.132, and to all construction trade journals as specified by the California

## Town of Los Gatos Purchasing Manual

Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors or construction trade journals may be notified at the discretion of the department soliciting bids; provided however:

- If there is no list of qualified contractors maintained by the Town for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to that contractor or contractors.

### **d) Prevailing Wage**

Public works projects over \$999.99 are subject to prevailing wage law. "Public works contracts" for the purpose of prevailing wage law are defined as the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds.

### **e) Town Contractual Requirements**

Contractors must meet the following requirements to enter into a contract with the Town of Los Gatos to complete public works projects:

- Be selected through the proper bid process.
- Properly licensed by the State of California.
- Provide a copy of Tax Identification Number.
- If project exceeds \$999.99, contractor must pay its employees the Prevailing Wage Rate.
- Must carry Workers' Compensation and Liability Insurance.
- Must testify that the contractor will adhere to all of the requirements listed above.
- May be required to provide Payment and Performance Bonds.

## **9. SURPLUS SUPPLIES AND EQUIPMENT**

### **a) Assessing Value of Surplus Property**

Surplus property is used to generically describe any Town property that is no longer needed or useable by the holding department. The Purchasing Agent

or designee has the authority to declare item(s) with a market value of less than \$10,000 surplus. Items with a market value greater than \$10,000 will be formally declared surplus by the Council. Each department shall periodically review its equipment, material, and inventory, and shall promptly notify the Purchasing Agent of any surplus property.



## **Town of Los Gatos Purchasing Manual**

### **b) Surplus Disposal**

The Purchasing Agent or designee shall determine or approve one of the following methods of disposition that is most appropriate and in the best interest of the Town:

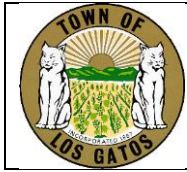
- 1) **Transfer to Another Department:** Surplus property may be transferred between Town departments.
- 2) **Trade-In:** Property declared as surplus may be offered as a trade-in credit toward the acquisition of new property. All trade-in offers will be submitted to the Purchasing Agent for review and approval.
- 3) **Disposal:** The Purchasing Agent may offer surplus property for sale. All surplus property is for sale "as is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability of the property offered for sale.

### **c) Methods of Disposal**

- 1) **Public Auction:** Surplus property may be sold at public auction. Town staff may conduct Public Auctions, use internet auction sites, or the Town may contract with a professional auctioneer.
- 2) **Sealed Bids:** Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
- 3) **Selling for Scrap:** Surplus property may be sold as scrap if the Purchasing Agent deems that the value of the raw material exceeds the value of the property as a whole.
- 4) **Negotiated Sale:** Surplus property may be sold outright if the Purchasing Agent determines that only one known buyer is available or interested in acquiring the property.
- 5) **No Value Item:** Where the Purchasing Agent determines that specific supplies or equipment are surplus and of minimal value to the Town due to spoilage, obsolescence of other cause or where the Purchasing Agent determines that cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Agent shall dispose of the same in such manner as he or she deems appropriate and in the best interest of the Town.

### **d) Proceeds from Surplus Sale/Trade-In**

Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.



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<b>EFFECTIVE DATE: August 4, 2008</b>		<b>PAGES:</b>
<b>ENABLING ACTIONS:</b>	<b>REVISED DATES:</b>	
<b>APPROVED:</b>		

**I. PURPOSE**

The purpose of this Purchasing Policy is to define the policies and processes for the procurement of goods and services for the Town of Los Gatos in conformance with Federal and State codes and regulations and Town Code Sections 2.50.105 through 2.50.145. This policy establishes procurement authorization levels and provides uniform guidelines for procurement activities to ensure proper and efficient procurement activity.

**II. SCOPE**

The provisions of this policy shall apply to elected and appointed officials, Town employees, volunteers, and vendors seeking to do business with the Town. It identifies those with the authority and responsibility to procure on behalf of the Town, and addresses policies on matters including, but not limited to, the purchase of goods and services, public works projects, emergency purchases, Town contracts for services, and the disposition of surplus property.

**III. CODE OF CONDUCT**

All Town employees are responsible for impartially assuring fair and competitive access to Town procurement opportunities by responsible vendors. In addition, all employees shall conduct themselves in a manner that avoids any impropriety and that fosters the highest level of public confidence in the integrity of the Town’s purchasing system.

- 1. Conflict of Interest:** No employee shall participate in a procurement when the employee knows that their spouse, domestic partner, child, stepchild, parent, stepparent or other close family member or friend will either benefit from the procurement and/or has an employment arrangement contingent on or will be affected by the procurement.
- 2. No Gifts or Gratuities:** No Town employee shall solicit, demand, accept or agree to accept a gift of goods or services, payment, loan, advance, deposit of money, or

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employment offer presented, promised in return for, or in anticipation of favorable consideration in a Town procurement.

3. **Conduct with Vendors:** Conduct with vendors who provide goods or services to the Town shall be fair, open, and transparent. Town employees shall refrain from showing favoritism to vendors or being unduly influenced, safeguard confidentiality when required to do so, and select vendors on the basis of meeting appropriate and fair criteria.
4. **Accountability.** Town employees shall abide by and be accountable for the codes of conduct established in this policy. Policy violations may result in disciplinary action and/or termination of employment.

#### **IV. EXCLUSIONS/EXCEPTIONS**

The provisions of this policy shall not apply to any of the following, with the exception of the requirements for a contract, as determined by the Town Attorney:

1. Employee benefits
2. Bond and trust account payments
3. Employee reimbursements
4. Escrow payments
5. Fuel (gasoline/diesel)
6. Insurance
7. Membership/dues
8. Media advertisements
9. Offsite training expenses
10. Pass-through payments
11. Postage
12. Refunds
13. Travel expenses
14. Utility payments
15. Contracts governed by any State or Federal law which prescribes a different procedure
16. Goods or services accepted in compliance with the terms and conditions of a grant, gift, or bequest to the Town

#### **V. DEFINITIONS**

For purposes of this policy, the following words and phrases shall be interpreted as follows:

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**Awarding Authority** – The governing body or staff person authorized to approve the purchase of goods and services on behalf of the Town based on level of review and/or predetermined monetary amounts established by this policy.

**Bid** – Formal written offer, in response to a solicitation, to furnish goods including supplies, equipment, and vehicles, and/or services in conformity with the specifications, delivery terms, and conditions required at a guaranteed maximum cost.

**Change Order** – A document signed and approved by an authorized Town employee and the Finance Department that modifies the terms of the original approved purchase order and/or agreement in scope, cost, schedule, account coding, and/or other similar factor.

**Contract or Agreement** – A written legal document between two or more parties, which documents agreed upon particulars, including some or all of the following: scope of work; deliverables; milestones or measures; time and insurance requirements; use of equipment or property; fees or payments.

**Cost** – As applied to a single transaction for the purchase of goods or services, means the total amount to be expended by the Town, inclusive of sales or use tax. Cost includes amounts expended for delivery, set-up, testing, and included maintenance services.

**Department Directors** – Means and includes the Assistant Town Manager, Community Development Director, Human Resources Director, Finance Director, Library Director, Police Chief, Information Technology Manager, Town Clerk, and Parks and Public Works Director. In the case of vacancy or absence, to mean the interim or acting Director.

**Department Purchasing Representative** – A Town employee designated by their Department Director as having the authority to solicit bids or proposals and place orders with vendors on behalf of their Department, subject to the limitations established in this Policy, Town Code Sections 2.50.105 through 2.50.145, and the approval of the appropriate awarding authority.

**Disposable Kitchen and Office Supplies** – Include, but are not limited to: coffee cups, plates, pens, binders, trash, and recycle liners.

**Emergency** – An emergency is a sudden, unexpected occurrence that poses a clear and imminent danger and requires immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services, as declared by the Director of Emergency Services/Town Manager.

**Employee** – An individual who performs services for the Town as an elected or appointed official or as a compensated employee of the Town or of a temporary services agency retained by the Town.

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**Goods** – Includes supplies, materials, and equipment to be furnished or used by any Town Department, including items purchased by the Town and furnished to contractors for use in public works projects.

**Independent Contractor** – An individual or business with whom the Town contracts to provide services. An independent contractor differs from an employee in that the Town specifies the deliverable that is to result from the contracted work but does not have the right to direct or control the manner in which the work is performed.

**Insurance** – All vendors engaged in services on Town property, or whenever there may be an inherent risk of personal injury in the activity involved, regardless of the cost of the service, are required to maintain public liability insurance, property damage insurance, and workers compensation insurance, in accordance with State law, for each occurrence naming the Town of Los Gatos as additional insured. A Certificate of Insurance must be filed with the Town prior to engaging in any operation of activity set forth in the purchase order. If a vendor is providing a good such as equipment, insurance may be required if the purchase entails set-up, testing, and/or maintenance as part of the purchase or lease. Refer to the insurance requirements in effect at the time of procurement. Insurance requirements are maintained by the Town Clerk Department and Town Attorney. Exceptions to the standard insurance requirements must be authorized by the Town Attorney. The purchasing Department should request insurance from the vendor and ensure current insurance documents are on file with the Town.

**Maintenance Work** – As defined in Section 22002 of the Public Contract Code, and means duties that include any or all of the following: (a) routine, recurring and usual work for the preservation or protection of any publicly owned or operated facility, (b) minor repainting, (c) resurfacing of streets and highways at less than one inch, (d) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems, or (e) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems.

**Paper Products** – Include, but are not limited to: paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging folders, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

**Printing and Writing Papers** – Include, but are not limited to: copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

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**Professional Services** – Services which require the exercise of professional discretion and independent judgment, based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience. Examples of professional service providers include appraisers, architects, attorneys, engineers, instructors, land surveyors, physicians, information technology services, graphic designers, construction inspectors, etc.

**Public Works Project** – As defined in Section 22002 of the Public Contract Code, and means any of the following, but does not include “maintenance work”:

1. Constructions, reconstruction, erection alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; or
2. Painting or repainting of any publicly owned, leased, or operated facility.

**Purchase Order** – An approved purchase order represents a written agreement for the purchase of supplies or services, documenting specifications and costs. Purchase orders encumber funds in the accounting systems to ensure the availability of funds under the agreement. Purchase orders are required for purchases over \$3,000.

**Purchase Requisition** – A purchase requisition form is prepared by staff, electronically through the Town’s financial software system. A purchase requisition includes vendor information, business license and insurance information, and purchase specifications. After Departmental approval, the purchase requisition is submitted to the Finance Department for approval and conversion into a purchase order.

**Quote** – A written promise from a vendor or provider guaranteeing the cost of specific goods, including supplies, materials, equipment, or services.

**Recovered Organic Waste Products** – Products made in California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

**Recycled-Content Paper** – Paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

**Senate Bill 1383 (SB 1383)** – Senate Bill approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane admissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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**Senate Bill 1383 Regulations (SB 1383 Regulations)** – The Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that created 14 CCR, Division 7, Chapter 12 and amended portions of the regulations of 14 CCR and 27 CCR.

**Services (General)** – Work performed or labor, time and effort expended by an independent contractor, including professional services and excluding contracts for public works projects. Examples include custodial services and building and equipment maintenance.

**Surplus Property** – Any Town property that is no longer needed or useable by the holding Department.

## **VI. DECENTRALIZED PURCHASING SYSTEM**

The Town has adopted a decentralized purchasing system pursuant to Town Code Section 2.50.110. This means that for most purchases, requesting Departments can directly implement the appropriate procurement process, subject to the limitations established in this policy and subject to the approval of the appropriate awarding authority. The Finance Department and Town Manager oversee this process. Nothing precludes staff from seeking procurement assistance from the Finance Department or Town Manager, especially to clarify policies, processes, and procedures.

## **VII. BUSINESS LICENSES**

Pursuant to Town Code Chapter 14, a Town business license is required for vendors located within Town limits, or if an agent of the business comes into Town to conduct business. The Department initiating the purchase or contract for services is responsible for ensuring that the vendor has a business license. Common carriers only delivering goods and other government entities less than two times per quarter are not subject to the business license certification requirement.

## **VIII. TYPES OF PURCHASES**

For the purpose of this policy, purchases fall into one of the following categories: general purchase of goods and/or services, public works projects, and emergency purchases.

As a general rule, purchases shall be based on a competitive procurement process. The rigor of the procurement process increases with the dollar value of the purchase. Although formal bidding can result in lower purchase prices, there are costs associated with the process in terms of time and effort and smaller value procurements may not attract vendor interest in a rigorous process. For that reason, the smaller the purchase, the lesser the requirements in procurement process and vice versa.

**IX. PURCHASE OF GOODS AND/OR SERVICES**

Under no circumstance can any purchase be split or separated into smaller components to determine the appropriate awarding authority or for any other purpose.

1. Goods and services costing up to and including **\$3,000** (including tax, shipping, and handling):
  - a. May be approved at the staff level by a Department Purchasing Representative as designated by Department Directors.
  - b. No Purchase Order is required prior to the purchase being made or work commencing.
  - c. For a service purchase, contract, insurance, and business license are required. See Section XIV of this policy for more information.
  - d. A Town-issued purchasing credit card may be used to pay, subject to purchasing limits and the rules set forth in the Town Procurement Card Procedure.
  
2. Good and services costing over **\$3,000** and up to and including **\$50,000** (including tax, shipping, and handling):
  - a. Department Director must approve purchase.
  - b. A purchase order is required prior to purchase being made or work commencing.
  - c. At least three quotes must be solicited from different vendors and supporting documentation must be submitted with the purchase requisition.
  - d. For purchase of goods that are standardized or of uniform quality, the award will be given to the vendor with the lowest quote. For purchase of services or goods that are not standardized or not of uniform quality or other factors in addition to cost must be taken into account, and the purchase is not awarded to the vendor with the lowest quote, an explanation of why and any documentation to support the decision must be submitted with the purchase requisition.
  - e. For a service purchase, contract, insurance, and business license are required. See Section XIV of this policy for more information.
  - f. For information regarding sole source or single source vendors, see Section XV of this policy.
  
3. Goods and services costing over **\$50,000** and up to and including **\$100,000** (including tax, shipping, and handling):
  - a. Town Manager, or Finance Department designee, must approve purchase.
  - b. A purchase order is required prior to purchase being made or work commencing.
  - c. For purchase of goods that are standardized or of uniform quality, a Formal Bid Procedure as outlined in Town Code Section 2.50.140 shall be followed. For purchase of services or goods that are not standardized or not of uniform quality or other factors in addition to cost must be taken into account, a Request for Proposal Process as outlined in Town Code Section 2.50.141 shall be followed (see Section XIII of this policy for more information). This excludes public works



- projects - for bidding methods related to public works projects, see Section X of this policy.
- d. Vendor evaluation and selection criteria must be clearly outlined and presented with the purchase requisition when applicable.
  - e. For a service purchase, contract, insurance, and business license are required. See Section XIV of this policy for more information.
  - f. For information regarding sole source or single source vendors, see Section XV of this policy.
4. Goods and services costing over **\$100,000**:
- a. Town Council must approve purchase.
  - b. A purchase order is required prior to the purchase being made or work commencing.
  - c. For purchase of goods that are standardized or of uniform quality, a Formal Bid Procedure as outlined in Town Code Section 2.50.140 shall be followed. For purchase of services or goods that are not standardized or not of uniform quality or other factors in addition to cost must be taken into account, a Request for Proposal Process as outlined in Town Code Section 2.50.141 shall be followed (see Section XIII of this policy for more information). This excludes public works projects - for bidding methods related to public works projects, see Section X of this policy.
  - d. Vendor evaluation and selection criteria must be clearly outlined and presented to the Town Council when applicable.
  - e. For a service purchase, contract, insurance, and business license are required. See Section XIV of this policy for more information.

## X. PUBLIC WORKS PROJECTS

For public works projects as defined in this policy and the Public Contract Code:

1. The Town has adopted the **California Uniform Public Construction Cost Accounting Act** (the Act), per Town Code Section 2.50.131. These procedures are intended to provide uniformity of cost accounting standards for construction work performed or contracted by public entities in the State and a method for the bidding of public works projects. This section is designed to provide a synopsis of the general provisions of the Act and adopt local administrative procedures to comply with the intent of the Act. The Act should be consulted for detailed information (see the California State Controller's website at: [https://sco.ca.gov/ard\\_cuccac.html](https://sco.ca.gov/ard_cuccac.html) and the Manual, currently at: [www.sco.ca.gov/Files-ARD-Local/CUCCAC\\_Manual.pdf](http://www.sco.ca.gov/Files-ARD-Local/CUCCAC_Manual.pdf)). Every five years, the Act Commission reviews the informal bid limits for inflation and other factors to determine whether adjustments should be made. If an adjustment is made, the State Controller notifies the affected public agencies.

2. Generally, the Act permits the Town to solicit bids and award contracts for public works projects as follows:
  - a. Public project work in the amount defined in the Act (currently \$60,000) or less may be performed by force account using the Town's own staff resources, or by negotiated contract, or by purchase order (Section 22032(a)) with no bid requirement.
  - b. Public projects in the amount defined in the Act (currently \$200,000) or less may use the informal bidding procedures set forth in Section 22032(b) of the Act.
  - c. Public projects at a cost defined in the Act (currently more than \$200,000) must use formal bidding procedures to let the contract pursuant to Public Contract Code Section 22032(c).
  - d. Contractors List: At least once per calendar year, the Town must establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that Agency under Public Contract Code Section 22036. The notice must invite all licensed contractors to submit the name of their firms to the Town for inclusion on the Town's list of qualified bidders for the following 12 months. The Town can choose a specific date in which to renew the list of qualified contractors and may add a contractor to the list at any time during the year pursuant to the Act.
  - e. Maintenance work, as defined in this policy and the Public Contract Code, is separate and distinct from public works projects and does not fall under the Act.
  - f. All requirements of the Act, as amended from time to time, shall apply to this Policy.
3. Procedures
  - a. Development of Plans and Specifications
    - i. The Department will prepare plans and specifications that will permit the widest opportunity to prospective bidders to respond to the request for bids based on the specifications. Prior to the plans and specifications, the insurance requirements and legal aspects for the project must be reviewed and approved by the Town Attorney.
    - ii. Bid bonds, performance bonds, and payment bonds may be required in amounts stated in the specifications.
  - b. Solicitation of Bids and Proposals
    - i. **Informal Bids:** A notice inviting informal bids shall be prepared, describing the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids. The notice shall be mailed, not less than 10 calendar days before bids are due, either to all Contractors on the Contractors List for the category of work to be bid, or to all construction trade journals as specified by the Act Commission in accordance with Section 22036 of the

Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Department soliciting bids, provided, however:

1. If there is no Contractors List maintained by the Town for the particular category or work to be performed, the notice shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.
  2. If the product or service is proprietary in nature such that it can only be obtained from a certain contractor or contractors, the notice may be sent exclusively to such contractor or contractors.
- ii. **Formal Bids:** Notices describing the project, stating where to obtain more information, the time and place for submitting sealed bids, and their opening shall be pursuant to Section 22037:
1. Published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation in the Town's jurisdiction;
  2. Sent electronically, if available, by either facsimile or e-mail to all construction trade journals specified in Section 22036 at least 15 days before the date of opening of bids;
  3. Other notice, if necessary or desired by the Town.
- iii. **Rejections of Bids:** In its discretion, the Town may reject any bids presented after re-evaluating its cost estimates of the project and furnishing written notice to an apparent low bidder. The Town shall have the option of either of the following:
1. Abandoning the project;
  2. Re-advertising for bids in the manner described above; or
  3. The Council may override the requirement for bidding if it determines that the public project will be performed more economically by the Town without a contract, or that materials and supplies can be purchased at a lower price in the open market, or if no bids are received through the formal or informal procedure, the project may be performed by Town employees.
- iv. **Award of Contract**
1. Contracts valued over \$100,000 shall be awarded by Town Council.
  2. Contracts valued up to and including \$100,000 may be awarded by the Town Manager or designee.
  3. If all bids received through an informal bidding process are in excess of the amount defined in the Act (currently \$200,000) as requiring a formal bid process, the Town Council may, by adoption of a resolution by a four-fifths vote, award the contract at the amount defined in the Act (currently \$212,500) or less, to the lowest responsible bidder, if it determines the cost estimate

of the Town was reasonable pursuant to Section 22034. If the Council does not award the contract, but wants to proceed with the project, the specifications must be reviewed and formal bids solicited.

**v. Monitoring and Administration**

1. Public works projects must be bid in accordance with the California Uniform Public Construction Cost Accounting Act.
  - a. Public works projects must be awarded to the lowest responsible bidder.
  - b. Contracts over \$3,000 require a purchase order prior to purchase being made or work commencing unless otherwise authorized as an emergency purchase.
2. Anyone working on a public works project must be paid prevailing wages as determined by the California Department of Industrial Relations.
3. Contractors completing public works projects must be properly licensed by the State of California, provide a Tax Identification Number, and carry the required liability and workers' compensation insurance.

## **XI. EMERGENCY PURCHASES**

In a declared emergency, essential goods and services may need to be obtained outside the processes and authorities established in this Policy. A separate Emergency Procurement Policy identifies when the Town is able to acquire the goods and services required to address an immediate threat to life-safety, public health, and property. The Policy allows for the necessary flexibility during the immediate response phase of a disaster while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the Town is included in a major disaster or emergency declared by the President of the United States, this Policy also assures that Town procurements comply with Federal regulations applicable to Federal disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200).

In a non-declared emergency, when purchases are immediately necessary for the preservation of life, property, public health, or continued operation of a Department, the Town Manager must approve the purchase. Once the Finance Department receives Town Manager approval, a purchase order will be issued. All requirements, including obtaining an executed agreement, business license, and insurance should be completed after the fact by the Department. Failure to complete necessary procedures before the good/service were needed does not constitute an emergency.

**XII. PREFERENCE FOR LOCAL AND MINORITY, DISABLED, AND WOMAN-OWNED BUSINESSES**

It is the intent of the Town to ensure full and equitable opportunities for minority business enterprises, women business enterprises, disabled business enterprises, and local businesses.

For the purchase of goods or services, when two or more proposals, bids, or quotes are the same, in unit, quality, service, and total cost, preference shall be given to local businesses who operate within the Town of Los Gatos limits, minority business enterprises, women business enterprises, and disabled business enterprises.

1. Preference shall be given if the quote for service or taxable good is:
  - a. Up to and including \$10,000 and is within 5% of the lowest quote
  - b. More than \$10,000 and up to \$500,000 and is within 3% of the lowest quote
  - c. More than \$500,000 and up to \$1,000,000 and within 2% of the lowest quote
  - d. More than \$1,000,000 and within 1% of the lowest quote
2. A local business shall be defined as a vendor or contractor who has a fixed place of business in Town limits and the point of sale occurs within Town limits, is current in the payment of their business license fee, is in compliance with Town laws, and does not owe any money to the Town.
3. The Town will take all necessary affirmative steps to assure that minority businesses, women business enterprises, disabled business enterprises, and labor surplus area firms are used when possible, including those identified in 2 CFR Section 200.321:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

4. The preference does not prohibit the Town from basing purchasing decisions on the quality of goods/services.

### **XIII. FORMAL BIDDING PROCEDURES AND REQUEST FOR PROPOSAL (INCLUDING REQUEST FOR INFORMATION, REQUEST FOR STATEMENT OF QUALIFICATIONS, ETC.) PROCESS**

1. **Formal Bidding Procedures.** All purchases for goods of a standardized or uniform quality in excess of \$50,000, except public works projects, are subject to a Formal Bid Procedure as outlined in Town Code Section 2.50.140. When competitive bids are required:
  - a. Notice inviting bids shall be published at least 14 days before the opening of bids. Notice shall be published at least twice in a newspaper of general circulation in Town, posted on the Town bulletin boards and website, and solicited from all vendors on any relevant bidders' list. The notice should include the details of where to submit bids (Clerk Department) and the date, time, and location of the bid opening.
  - b. When deemed necessary by the purchasing Department, bidder's security may be prescribed. Bidders shall be entitled to return of bid security provided that a successful bidder shall forfeit bid security upon refusal or failure to execute the contract within 10 days after the notice of award of contract has been mailed, unless the Town is responsible for the delay. The awarding authority may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest bidder, the amount of the lowest bidder's security being applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
  - c. Sealed bids shall be submitted to the Town Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be available for public inspection during regular business hours for at least 30 calendar days.
  - d. Contract shall be awarded by appropriate written notice to the lowest cost, responsible, and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
  - e. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising the bids, the awarding authority may accept the one it chooses or accept the lowest bid made by negotiation with the bidders at the time of the bid opening.
  - f. An invitation for bids may be cancelled, or any bids may be rejected in whole or in part at Town discretion with or without showing of good cause.
  - g. The awarding authority shall have authority to require a performance bond before entering into a contract in such amount as it shall find reasonably

necessary to protect the best interests of the Town. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

- h. Any participating bidder may file an appeal/protest of a contract award or proposed contract award. The protest or appeal must be made in writing within 10 days of award notification and contain at least the following information:
  - ii. The name, address, email, and phone number of the protester.
  - iii. The signature of the protester.
  - iv. The bid number and date of bid closing.
  - v. A statement of the legal grounds on which the appeal is based, including all information relevant to the bid.
- i. The awarding authority may advise against a formal bidding process due to a significant business purpose or disruption of services.

## **2. Requests for Proposals Process.**

- a. Purchases for services and goods not standardized or not of uniform quality or requiring other factors in addition to cost to be taken into account, in excess of \$50,000, except public works projects, are subject to a Request for Proposal Process as outlined in Town Code Section 2.50.141. When a Request for Proposal process is used:
  - i. The following information should be included in the Request when relevant: submittal deadline, contact information, introduction, background, scope of work, payment details, information to be submitted, timeline, evaluation criteria, insurance requirements, disqualifications, contract terms and conditions, and the public nature of materials submitted.
  - ii. Any dollar amount may be used.
  - iii. Proposals shall be submitted to the designated Town personnel electronically or in a sealed envelope prior to the deadline.
  - iv. The purchasing Department shall solicit, whenever possible, at least three competitive proposals.
  - v. The Town may utilize various other accepted requests for procurement in place of a Request for Proposal, including a Request for Information, Request for Statement of Qualifications, or others as deemed appropriate.
  - vi. The Request shall be posted online at least 10 days in advance, unless a shorter timeframe is warranted.
  - vii. Any interested vendors shall be treated fairly and given identical information and an equal opportunity to compete.
  - viii. Once responses are received, the proposals will be confidentially evaluated and scored in accordance with the established criteria.

Interviews, presentations, site visits, etc. may be conducted depending on the nature of the procurement.

- ix. When a top-rated proposer is identified, good faith negotiations will commence. If an agreement cannot be reached in consideration of cost and/or scope, the next highest-rated proposer will be engaged and so on, until a mutually acceptable agreement is reached.

#### **XIV. CONTRACTS**

Contracts are required for the purchase of services.

1. A contract may be entered into for any period of time deemed to be in the best interest of the Town, provided that the term of the contract and renewal provisions are included in the original solicitation process. Contracts committing the Town over five fiscal years are not recommended and should be reviewed and approved by the awarding authority on a case-by-case basis.
2. Contracts in excess of one year shall include a provision automatically terminating the contract in the event that the Town Council does not budget funds to pay the contract in future years.
3. Insurance, as defined in this policy, is required for any vendor in connection with a contract that involves service performed on Town property.
4. If a vendor is providing a good such as equipment, a contract may be required if the purchase also entails a service such as set-up, testing, and/or maintenance as part of the purchase or lease.
5. All contracts must be approved as to form by the Town Attorney and routed through the Town's standard contract routing process, registered by the Town Clerk and reviewed, at a minimum, by the Finance Department and Town Manager's Office. The Town Manager will sign all contracts on behalf of the Town.
6. Departments will use a standard Town template contract. The master template is created and edited by the Town Attorney and maintained by the Clerk Department. Any changes must be approved by the Town Attorney.
7. Contracts may not be split or separated into smaller components.

#### **XV. SOLE SOURCE/SINGLE SOURCE VENDORS**

Sole Source is defined as the selection of a good or service that can only be obtained from one vendor because of its specialized, proprietary, or unique character.

Single source is defined as the selection of a good or service that may be available from two or more vendors, but there is a compelling reason to select one particular vendor.



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The requesting Department is responsible for supplying concise written justification, in the form of a memorandum, to be approved by the Department Director and Town Attorney, for the sole or single source purchase.

## **XVI. PROFESSIONAL SERVICES**

Departments may seek the advice and assistance of professional service providers when there is a need for a specific expertise that is otherwise unavailable or the workload is such that additional assistance is required and the critical nature of the need justifies the cost.

1. In those cases where a professional service provider is sought due to workload issues, care shall be taken to structure services such that the professional service provider is clearly performing as an independent contractor and not as a temporary employee.
2. Reasonable alternatives, such as borrowing staff with the required expertise from another Department or establishing a full- or part-time Town position shall be considered before determining that the use of a professional service provider is cost effective and necessary.
3. Professional service providers are ordinarily selected based upon a number of criteria in addition to price. Examples include qualifications and relevant experience, understanding of the Town's needs, proposed methodology and approach, etc.
4. Professional services are legally exempt from selection solely based on cost. However, the complexity of the professional service provider selection process should be commensurate with the value of the proposed contract. For example, seeking a proposal from a single provider might be appropriate for a \$3,000 contract, but the issuance of a written Request for Proposals may be more appropriate for a \$50,000 contract. The Town Attorney may advise if a Request for Proposal process should be initiated.
5. The awarding authority, based on the cost of the service, shall be empowered to engage a professional service provider without the necessity of providing multiple quotes, a formal bid process, or a Request for Proposal process. This does not preclude any of these processes from occurring if desired by the awarding authority.
6. When services are required on a frequent or routine basis, a list of qualified "on-call" vendors may be established through a Request for Proposal (or Request for Information, Request for Statement of Qualifications, etc.) process. Following establishment of the list, vendors may be utilized without further selection process based on availability, cost, expertise, or other criteria. The list shall remain active for no more than five years. After

five years, the Department shall utilize another Request for Proposal (or Request for Information, Request for Statement of Qualifications, etc.) process in order to update the list.

## **XVII. COOPERATIVE PURCHASING AGREEMENTS**

When it is in the Town's best interest, Departments may purchase goods or services through cooperative purchasing agreements of other governmental or public agencies. Use of cooperative purchasing agreements is encouraged as a way of obtaining goods and services by aggregating volume, securing value pricing, and reducing administrative overhead. Measured use of cooperative purchasing agreements can significantly reduce the time and resources needed to competitively bid goods and service contracts.

1. Purchases through cooperative purchasing agreements may be accomplished without soliciting competitive quotes.
2. Departments wanting to utilize a cooperative purchasing agreement must submit all information regarding the cooperative purchasing agreement with the purchase requisition.

## **XVIII. ADDITIONAL PURCHASING GUIDELINES**

1. **Alternate Vendor**
  - b. In the event that a vendor with the lowest quote is unable to provide the product(s), alternate vendors will be utilized in sequence of lowest responsible quote meeting requirements.
2. **Standardization**
  - a. Standardization is an organized process to adopt one product or group of products to be used by the Town, such as a particular computer hardware or software. Product standardization may be utilized to create efficiencies, enhance safety, increase productivity, promote brand consistency, or to foster interoperability.
  - b. Product standardization decisions are made by consensus of the Town Manager, Town Attorney, and Finance Director after careful consideration and review of recommendations from staff.
3. **Purchase Requisitions**
  - a. A purchase requisition is required to be submitted for a purchase order to be issued when necessary.

- b. The requesting Department prepares the requisition using the Town's financial software for the entire amount of the purchase, including tax, shipping and handling, etc. and includes the appropriate account codes.
- c. Prior to submitting the purchase requisition for approval, all documents verifying compliance with this policy must be attached. These documents may include:
  - a. Written quotes including product specifications and tabulation, if appropriate or required;
  - b. First page of the staff report, if Council approval required or received;
  - c. Executed contract or amendment to contract for services;
  - d. Insurance and endorsements if required by contract, or alternatively, waiver of these documents approved by Town Attorney;
  - e. Verification of valid business license if required; and/or
  - f. Sole or single source memorandum for approval by Town Attorney.
- d. Upon receipt of a purchase requisition, the Finance Department reviews the document for accuracy and completeness. If the purchase requisition is not complete and/or accurate, a purchase order will not be issued, and the requesting Department will be notified of any necessary corrections. If the purchase requisition is complete and accurate, a purchase order will be issued in accordance with the guidelines of this policy.
- e. Approval of the purchase requisition represents that the Department has sufficient funds available to pay for the purchase, all necessary documents are attached and acceptable, and the guidelines of this policy have been followed.
- f. A purchase order is required prior to the purchase being made or work commencing unless otherwise noted in this policy.
- g. Purchases under \$3,000 do not require a purchase order, but must be authorized by the purchasing Department per Section IX of this policy.

#### **4. Purchase Orders**

- a. A purchase order is the principle document used to obtain goods and services for the Town.
- b. Purchase orders are required for all goods or services costing over \$3,000.
- c. A purchase order establishes an encumbrance against a program account.
- d. The Finance Department will issue a purchase order only after Town staff at all approval levels have first reviewed and approved the purchase requisition.  
Approval levels are as follows:
  - a. Department Director or designee
  - b. Insurance verification by the Clerk Department if applicable
  - c. Business License verification by Finance Department staff if applicable
  - d. Approval for compliance with this policy by Finance Department
  - e. Confirmation that the appropriate awarding authority has approved the purchase by Finance Department (i.e., Town Council).

**5. Change Orders**

- a. Where the actual cost of goods exceeds 10% of the original purchase order, a change order must be requested from Finance by the responsible Department.
- b. Where the actual cost of goods is within 10% of the original purchase order amount, payment may be made subject to verification of the amount(s) by the responsible Department.
- c. Where the actual cost of services differs from the original purchase order amount specified in the service contract, a contract amendment must be submitted by the Department with the change order request.
- d. Change orders that increase any purchase order of goods or services over \$100,000 will require prior approval from Town Council.
- e. Documents outlining compliance with this policy must be submitted to Finance with the change order (i.e., a Council staff report).

**6. Blanket Purchase Orders**

- a. Blanket purchase orders can be utilized for goods or services that are used by the Town for ongoing operations. For a blanket purchase order, vendors agree to honor a price for a given period of time, and the Town may not specifically know how much of the product will be consumed or where or when it will be consumed.
- b. A blanket purchase order provides for obtaining pricing for anticipated but unidentified goods or services.
- c. Blanket purchase orders have the same requirements for goods and services as outlined in this policy.

**XIX. RECYCLED PRODUCTS AND MATERIALS**

It is the Town's intent to minimize negative environmental impacts of the Town's activities by ensuring the procurement of services and products that reduce toxicity, maximize recyclability and recycled content, and conserve natural resources, material, and energy.

In 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383), in a state-wide effort to reduce emissions of short-lived climate pollutants (SLCP). Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. As there is so much paper present in the solid waste disposal stream, the procurement of recycled content and recyclable paper will grow demand for these products and support recycling to help meet the organic waste diversion goals of SB 1383.

Town Departments and direct service providers to the Town, as applicable, must comply with the Town's Organic Waste Product Procurement Procedure for purchasing and mandatory recordkeeping for paper products, printing and writing paper, and disposable kitchen and office supplies.

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Requirements for purchasing paper products, printing and writing paper, and disposable kitchen and office supplies are as follows:

1. All purchases must contain 30 percent postconsumer recycled content, when available at no greater cost than nonrecycled products.
2. Products must be recyclable as defined by FTC “Green Guides.”
3. Departments must require vendors to certify postconsumer content and recyclability claims.
4. Departments/employees must provide records to the recordkeeping designee, as outlined in the Town Organic Waste Product Procurement Procedure, of all paper products, printing and writing paper, and disposable kitchen and office supplies purchased from a vendor within thirty days of the purchase (both recycled content and non-recycled content, if any is purchased). Records shall include a copy of the invoice or other documentation of purchase, written certifications for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content paper products and/or non-recycled content printing and writing paper are provided, include a description of why recycled-content paper products and/or recycled content printing and writing paper were not provided.

Departments should meet the following guidelines for non-paper products, provided the goods are available within a reasonable timeframe, meet reasonable performance standards, and are available at a reasonable cost:

1. All computer products purchased by the Town should be in compliance with the Federal Energy Star program.
2. All pesticides purchased by the Town shall be of the least toxic available.
3. Whenever possible, goods and services procured by the Town shall be from businesses that are certified green businesses by the Bay Area Green Business Program.

## **XX. HEALTHY FOOD AND BEVERAGE GUIDELINES**

The Town of Los Gatos is committed to promoting and encouraging ways for Town staff, residents, and visitors to improve their overall health and wellness. One way to achieve the goal of supporting healthy living is to offer, purchase, and serve food and beverages of the

greatest nutritional value and in appropriate serving sizes. The following guidelines help the Town promote a healthy work environment leading to greater job satisfaction, higher morale, and reduced health care costs and absenteeism. These guidelines are applicable when Town funds are being used and are not directed at individuals' meals, snacks, or beverages purchased or brought from home using non-Town funds. The guidelines apply to Town-sponsored meetings, celebrations, events, and in vending machines on Town property.

## **2. Beverages**

- a. Water is presented as an attractive and appealing option.
- b. Sparkling water may be offered as an alternative to soda.
- c. Decaffeinated beverages are offered.
- d. Coffee and tea may be served unsweetened.
- e. Juices that provide more beneficial nutrients, like orange and grapefruit, are preferred.
- f. Recommended beverages include water, fat-free or skim milk, non-dairy milk alternatives (i.e., soy, almond, or oat), 100% fruit or vegetable juices, diet beverages, calorie-free sports drinks, and low-calorie sparkling water products.

## **3. Food and Desserts**

- a. Healthy options are attractively presented and appealing.
- b. Reasonable portions are provided by cutting food in halves or quarters (i.e., cookies, sandwiches, or bagels are sliced in half).
- c. Either a fully plant-based offering or an attractive plant-based alternative is offered.
- d. A gluten-free option is offered.
- e. Foods are prepared using healthy cooking techniques such as baking, roasting, grilling, or steaming.
- f. Desserts are served in small portion sizes and healthier food options such as fresh fruit are also provided.
- g. Recommended foods include fruits, vegetable, whole grains, lean protein (i.e., skinless chicken breast, turkey, beans, tofu), and lower fat condiments such as vinaigrette, hummus, mustard, or salsa.

## **4. Food vending**

- a. Contents of package must be a single serving size.
- b. No more than 35% calories from fat, with the exception of packages of nuts or seeds.
- c. At least one snack food item offered should meet the Food and Drug Administration's definition of "low sodium."
- d. At least one snack item offered should contain at least two grams of dietary fiber per serving.

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## **XXI. UNAUTHORIZED PURCHASES**

Unauthorized purchases are required to be ratified by the appropriate awarding authority.

1. The employee making the unauthorized purchase must provide a written explanation of why the purchase was made.
2. The written explanation must be reviewed and approved by the appropriate awarding authority.
3. In the event that a vendor has been paid and the unauthorized purchase is not subsequently ratified, the employee may be held responsible for reimbursing the Town.

## **XXII. SURPLUS GOODS AND EQUIPMENT**

The Town Manager or their designee has the authority to declare items with a market value of less than \$100,000 surplus. Items with a market value greater than \$100,000 will be formally declared surplus by the Town Council. Each Department shall periodically review its inventory and promptly notify the Town Manager of any surplus property. Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

1. **Surplus Disposal:** The declaring authority shall determine or approve one of the following methods of disposition that is most appropriate and in the best interest of the Town:
  - a. Transfer to another Department: Surplus property may be transferred between Town Departments.
  - b. Trade-In: Surplus property may be offered as a trade-in credit toward the acquisition of new property.
  - c. Disposal: The surplus property may be offered for sale. All surplus property is for sale "as is," with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility, or usability of the property offered for sale.
2. **Methods of Disposal:**
  - a. Public Auction: Surplus property may be sold at public auction. Town staff may conduct public auctions, use online auction sites, or the Town may contract with a professional auctioneer.
  - b. Sealed Bids: Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner should be sold to the highest responsible bidder.

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- c. Selling for Scrap: Surplus property may be sold as scrap if the declaring authority deems that the value of the raw material exceeds the value of the property as a whole.
- d. Negotiated Sale: Surplus property may be sold outright if the declaring authority determines that only one known buyer is available or interested in acquiring the property.
- e. Donation: Surplus property unlikely to generate significant revenue may be donated to other public agencies or to non-profit organizations. Any non-profit must be qualified under section 501(c)(3) of the Internal Revenue Code in order to receive a donation.
- f. No Value Item: Where the Town Manager determines that specific supplies or equipment are surplus and of minimal value to the Town due to spoilage, obsolescence, or other cause; or where the Town Manager determines that cost of disposal of such supplies or equipment would exceed the recovery value, the Town Manager shall dispose of the supplies in such manner as he or she deems appropriate and in the best interest of the Town.

APPROVED AS TO FORM:

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



## DIVISION 2. - PURCHASING<sup>[8]</sup>

### Footnotes:

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State Law reference— Purchasing of supplies and equipment by municipalities, Gov. Code § 54201 et seq.

#### Sec. 2.50.105. - Purchasing system adopted.

In order to establish efficient procedures for the purchase of ~~equipment, materials and services, to secure for the Town equipment, materials and services~~ goods and services for the Town at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is hereby adopted. Nothing in this chapter shall prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

(Code 1968, § 23-1)

#### Sec. 2.50.110. - ~~Dec~~Centralized Purchasing ~~Process~~Division.

There is hereby established a ~~Dec~~Centralized Purchasing ~~Process~~Division in which ~~is vested authority for the purchase of equipment, materials and services.~~ requesting Departments can directly solicit bids or proposals and place orders with vendors, subject to the limitations established in this section, the Town Purchasing Policy, and the approval of the appropriate awarding authority. The Town Finance Department and Town Manager shall oversee the procurement process.

(Code 1968, § 23-2)

#### Sec. 2.50.115. -- ~~Department~~ Purchasing ~~Representatives~~Agent.

~~The Town Manager shall act as Purchasing Agent for the Town. When so acting the Town Manager shall:~~ Department Directors shall designate one or more of their Department's employee(s) as a Department Purchasing Representative who will coordinate the procurement process in conjunction with the Finance Department and concurrence of the Town Manager. Department Purchasing Representatives shall have the authority to:

- (1) Purchase or provide for the purchase or lease of all goods and services for the use of their Town Departments in accordance with the provisions of this section, and such administrative rules and regulations put forth in the Purchasing Policy and/or prescribed by the Town Council. ~~Give preference to merchants whose place of business is located within the Town limits, quality and price being equal.~~
- (2) ~~Establish and enforce specifications with respect to equipment, materials and services required by the Town.~~ Recommend execution of contracts for the purchase or lease of goods and services.

- (3) ~~Inspect or supervise the inspection of all deliveries of equipment, materials and services, and determine their quality, quantity and conformity with specifications therefor. Act to procure the needed quality of goods and services at the least expense to the Town.~~
- (4) ~~Have charge of such general storerooms and warehouses as the Town Council may provide. Keep informed of current developments in the field of purchasing, prices, market conditions, services, and new products.~~
- (5) ~~Transfer to, or between, offices, departments or agencies, equipment, materials or services and, on approval of the Town Council with such notice as may be required, sell to the highest bidder surplus, obsolete or unused equipment or materials. Prescribe and maintain such policies and administrative forms as are reasonably necessary to the operation of this chapter and other rules and regulations.~~
- (6) ~~Supervise the inspection of all goods and services purchased or leased to ensure performance with regulations.~~
- (7) ~~When necessary, oversee the maintenance of a bidder's list and records needed for the efficient operation of purchasing.~~

~~(Code 1968, § 23-3)~~

~~Sec. 2.50.120. — Estimates of requirements of using agencies.~~

~~All using agencies shall file detailed estimates of their requirements for equipment, materials and services in such manner, at such time, and for such future periods as the Purchasing Agent shall prescribe.~~

~~(Code 1968, § 23-4)~~

~~Sec. 2.50.125. - Use of requisitions.~~

~~Using agencies of this Town Departments shall submit requests for equipment, materials goods and services to the Purchasing Agent by standard requisition forms, or by other means as may be established by the purchasing manual over a certain amount defined in the Purchasing Policy by standard electronic purchase requisition forms. A purchase requisition is required to be submitted in order for a purchase order to be issued when necessary.~~

~~(Code 1968, § 23-5)~~

~~Sec. 2.50.130. — Use of bidding procedures required; exceptions. Except as otherwise authorized or required by this chapter or under State or Federal law, purchases of goods and services shall be by bidding procedures.~~

- (a) When the expenditure required for the purchase of ~~equipment, materials, supplies goods~~ and services exceeds ~~twenty five thousand dollars (\$25,000.00), the amount defined in the Purchasing Policy,~~ such purchases shall be contracted for and let to the lowest responsible bidder after notice pursuant to section 2.50.140. Purchases which do not exceed the ~~amount above specified specified amount~~ shall be made by ~~the Purchasing Agent a Department Purchasing Representative~~ only after an informal investigation of the sources of supply for the purpose of ascertaining the lowest price

for which the commodities desired can be acquired and appropriate cost accounting principles are employed.

- (b) The letting of purchases to the lowest responsible bidder pursuant to section 2.50.140 may be dispensed with when any of the following circumstances exist, unless otherwise required by State or Federal law:
- (1) The Town Council or the Purchasing Agent finds that an emergency requires that an order be placed with the nearest available source of supply. An emergency situation exists as defined in the Purchasing Policy and separate Emergency Procurement Policy.
  - (2) The Purchasing Agent finds that the commodity can be obtained from only one (1) vendor, or when the purchase is to be made through a county or other public agency. The commodity can be obtained only from a sole or single source vendor due to its uniqueness or special characteristics, as defined in the Purchasing Policy.
  - (3) The Town Council finds that because of the uniqueness or special characteristics of the commodity, it would be more advantageous to the Town to purchase by negotiated bid. When it would be impractical, impossible, or would not be likely to result in a lower price to the Town from a responsible bidder, or would cause unnecessary expense or delay under the circumstances as determined by the awarding authority.
  - (4) The purchase qualifies for the informal bid process as detailed in a public works project and falls under the Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Commission and adopted by resolution.
  - (5) The Town Council or the Purchasing Agent finds that the services being purchased are clearly professional in nature, such as accounting, legal, planning, or architectural, and the selection of the contractor should be based on the quality and history of the contractor in addition to the price offered. For professional services which require the exercise of professional discretion and independent judgment, based on an advanced or specialized knowledge, expertise, or training gained by formal studies or experience. Examples of professional service providers include appraisers, architects, attorneys, engineers, instructors, land surveyors, physicians, information technology services, graphic designers, construction inspectors, etc.
  - (6) State or federal law forbids selection on the basis of lowest responsible bidder alone. Where the Town makes use of a cooperative purchasing agreement pursuant to the guidelines set forth in the Purchasing Policy.
  - (7) When a Request for Proposal (or Request for Information, Request for Qualifications, etc.) process is utilized pursuant to the guidelines set forth in the Purchasing Policy.
  - (8) When State or Federal law forbids selection on the basis of the lowest responsible bidder alone.
  - (9) When no acceptable bids are received from any responsible bidder after following the procedures set forth in Section 2.50.140.
  - (10) When the Town has elected to purchase goods or services directly from the State of California, County of Santa Clara, or any other California municipality.

(Code 1968, § 23-6; Ord. No. 1958, § I, 10-4-93; Ord. No. 2020, § X, 9-16-96)

Sec. 2.50.131. Informal bid procedures Public Works Projects.



~~A public project, as defined by the Act, of more than twenty-five thousand dollars (\$25,000.00) and not more than one hundred thousand dollars (\$100,000.00) may be let to contract by informal procedures as set forth in Section 22032 et seq., of the Public Contract Code. The Town has adopted the California Uniform Public Construction Cost Accounting Act for public works projects as defined in Section 22002 of the Public Contract Code.~~

(Ord. No. 1958, § II, 10-4-93; Ord. No. 2151, § A, 10-2-06)

~~Sec. 2.50.132. Informal bid procedure for public works projectsContractors list.~~

~~A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission. Public projects, as defined by the California Uniform Public Construction Cost Accounting Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.~~

(Ord. No. 1958, § III, 10-4-93)

~~Sec. 2.50.133. Notice inviting informal bidsContractors List for public works projects.~~

~~When a public project is to be performed that is subject to section 2.50.131 a notice inviting informal bids will be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with section 2.50.132, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors or construction trade journals may be notified at the discretion of the department soliciting bids; provided however:~~

- ~~(1) If there is no list of qualified contractors maintained by the Town for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.~~
- ~~(2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to that contractor or contractors. The Town shall comply with the requirements of Public Contract Code Section 22034.~~

(Ord. No. 1958, § IV, 10-4-93)

~~Sec. 2.50.134. Award of informal bid contractsNotice Inviting Informal Bids for public works projects.~~

~~The Town Council will award informal contracts under section 2.50.131 or designate a specific Town officer to make the award on a project by project basis. Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:~~

- ~~(1) Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.50.133.~~
- ~~(2) Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036~~

of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Department soliciting bids, provided however:

- a. If the good or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

(Ord. No. 1958, § V, 10-4-93)

Sec. 2.50.135. — Purchases to be against unencumbered funds. Award of contracts for public works projects.

~~Except in cases of emergency or in cases where specific authority has been first obtained from the Purchasing Agent, purchase orders will not be issued for equipment, materials or services unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged. The Town Manager is authorized to award informal contracts pursuant to this Section.~~

Sec. 2.50.136. — Formal bid procedure for public works projects.

Public projects of more than the amount specified in the Uniform Public Construction Cost Accounting Act shall, except as otherwise provided in this Section, be let to contract by formal bidding procedure in accordance with the applicable provisions of the Act and the Public Contract Code.

(Code 1968, § 23-8)

Sec. 2.50.140. - Formal bidding procedure for goods.

~~Except as otherwise provided in section 2.50.130, for public projects, purchases of equipment, materials and services of an estimated value greater than twenty five thousand dollars (\$25,000.00) the Uniform Public Construction Cost Accounting Act for public projects and Section 2.50.130, purchases for goods above an estimated value defined in the Purchasing Policy that are of standardized or uniform quality) shall be by formal bidding procedure as follows:~~

- (1) Notice inviting bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where ~~bid blanks and specifications may be secured to obtain more information, where to submit bids,~~ and the time and place for opening ~~place for opening bids.~~
- (2) Published notice. Notice inviting bids shall be published by the Town Clerk at least ten (140) days before the date of opening of the bids. Notice shall be published at least twice in a newspaper of general circulation, printed and published in the Town, or if there is none, it shall be posted in at least three (3) public places in the Town.
- (3) Bulletin board. ~~The Purchasing Agent shall also advertise pending purchases~~ shall also be advertised by a notice posted on the public bulletin boards ~~at~~ in the Town Hall.
- (4) Website. Notice inviting bids shall be posted to the designated area of the Town website.
- (54) Bidders' list. The ~~p~~Purchasing ~~Department~~Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their names to be added thereto.

- (65) Bidder's security. When deemed necessary by the ~~purchasing Department~~Purchasing Agent, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit the bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the Town is responsible for the delay. The ~~awarding authority~~Town Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest bidder, the amount of the lowest bidder's security being applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- (76) Bid-opening procedure. Sealed bids shall be submitted to the Town Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (87) Rejection of bids. In its discretion, the ~~awarding authority~~Town Council may reject any bids presented and readvertise for bids.
- (98) Award of contracts. Contracts shall be awarded ~~by the Town Council~~ to the lowest responsible bidder, except as otherwise provided herein.
- (109) Tie bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the ~~awarding authority~~Town Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.
- (110) Performance bonds. The ~~awarding authority~~Town Council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Town. If ~~the Town Council requires~~ a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

(Code 1968, § 23-9; Ord. No. 1958, § VI, 10-4-93; Ord. No. 2151, § B, 10-2-06)

Sec.2.50.141. -Request for Proposal (RFP) process.

- (1) The Town may utilize the Request for Proposal (RFP) method for purchase of services and will apply to the purchase of goods above an estimated value defined in the Purchasing Policy when any of the following conditions exist:
- a. Quality, capability, performance, or qualification is overriding in relation to price; or
  - b. Delivery, installation, service, maintenance, reliability, or replacement is overriding in relation to price; or
  - c. It is determined that the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussion of proposals before entering the contract.
- (2) The identity of persons responding to the Request for Proposals and the content of proposals submitted to the Town may be kept confidential during the process of negotiation and until a contract is awarded.



- (3) The format and procedures for Requests for Proposals shall be established in the Purchasing Policy.
- (4) The contract award shall be based upon the proposal determined by the Town to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the Request for Proposals.
- (5) The Town may reject any and all proposals if such rejection is deemed to be in the best interest of the Town.
- (6) The Town may utilize various other accepted requests for procurement in place of a Request for Proposal, including a Request for Information, Request for Qualifications, or others as deemed appropriate.

Sec. 2.50.143. – Procurement of paper products.

(1) Definitions:

- a. "Paper Purchase" means all purchases by a jurisdiction of items in the following categories: (1) Paper products. (2) Printing and writing papers.
- b. "Paper Products" include but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.
- c. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

(2) All vendors providing paper products shall:

- a. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of nonrecycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than nonrecycled items or at a total cost of no more than ten percent of the total cost for nonrecycled items.
- b. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Town. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

- d. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Town is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
  
- e. Provide records to the Town's recordkeeping designee, in accordance with the Town's Recycled-Content Paper procurement policies of all Paper Products and Printing and Writing Paper purchases within thirty days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any Department or employee of the Town. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Sec. 2.50.145. - Purchasing ~~Policymanual~~.

In order to implement the provisions of this division, a ~~Ppurchasing Policymanual~~ shall be prepared ~~by the Purchasing Agent, which manual shall be and~~ adopted by resolution of the Town Council. No amendments to the ~~policymanual~~ shall be made without Town Council approval.

(Code 1968, § 23-11)



**DRAFT ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE V, DIVISION 2 OF THE TOWN CODE REGARDING PURCHASING**

**WHEREAS**, Chapter 2, Article V, Division 2 of the Town Code regulates Purchasing; and

**WHEREAS**, on January 25, 2021, the Council Policy Committee held a public meeting and added updating the Town Purchasing Policy to its work plan for the year; and

**WHEREAS**, Chapter 2, Article V, Division 2 of the Town Code regarding Purchasing should be updated in tandem with the Purchasing Policy in order to ensure consistency; and

**WHEREAS**, staff prepared draft updates to the Town Purchasing Policy and amendments to Chapter 2, Article V, Division 2 of the Town Code regarding Purchasing; and

**WHEREAS**, on October 26, 2021, the Council Policy Committee held a public hearing to consider the draft updates to the Town Purchasing Policy and amendments to Chapter 2, Article V, Division 2 of the Town Code regarding Purchasing. The Committee recommended the Town Council review and approve the updates; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on November 16, 2021.

**WHEREAS**, on November 16, 2021, the Town Council reviewed and discussed the updates to the Town Purchasing Policy and amendments to Chapter 2, Article V, Division 2 of the Town Code regarding Purchasing and the Town Council voted to introduce the Ordinance; and

**WHEREAS**, on December 7, 2021, the Town Council voted to approve second reading of said Ordinance.

**NOW, THEREFORE, THE PEOPLE OF THE TOWN OF LOS GATOS AND THE TOWN COUNCIL DO HEREBY ORDAIN AS FOLLOWS:**

**Section I**

Chapter 2, Article V, Division 2 of the Town Code is hereby amended as follows:

DIVISION 2. - PURCHASING<sup>[8]</sup>

Footnotes:

--- (8) ---

State Law reference— Purchasing of supplies and equipment by municipalities, Gov. Code § 54201 et seq.

Sec. 2.50.105. - Purchasing system adopted.

In order to establish efficient procedures for the purchase of goods and services for the Town at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is hereby adopted. Nothing in this chapter shall prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

(Code 1968, § 23-1)

Sec. 2.50.110. - Decentralized Purchasing Process.

There is hereby established a Decentralized Purchasing Process in which requesting Departments can directly solicit bids or proposals and place orders with vendors, subject to the limitations established in this section, the Town Purchasing Policy, and the approval of the appropriate awarding authority. The Town Finance Department and Town Manager shall oversee the procurement process.

(Code 1968, § 23-2)

Sec. 2.50.115. – Department Purchasing Representatives.

Department Directors shall designate one or more of their Department's employee(s) as a Department Purchasing Representative who will coordinate the procurement process in conjunction with the Finance Department and concurrence of the Town Manager. Department Purchasing Representatives shall have the authority to:

- (1) Purchase or provide for the purchase or lease of all goods and services for the use of their Town Departments in accordance with the provisions of this section, and such administrative rules and regulations put forth in the Purchasing Policy and/or prescribed by the Town Council.
- (2) Recommend execution of contracts for the purchase or lease of goods and services.
- (3) Act to procure the needed quality of goods and services at the least expense to the Town.
- (4) Keep informed of current developments in the field of purchasing, prices, market conditions, services, and new products.
- (5) Prescribe and maintain such policies and administrative forms as are reasonably necessary to the operation of this chapter and other rules and regulations.
- (6) Supervise the inspection of all goods and services purchased or leased to ensure performance with regulations.

- (7) When necessary, oversee the maintenance of a bidder's list and records needed for the efficient operation of purchasing.

(Code 1968, § 23-4)

Sec. 2.50.125. - Use of requisitions.

Town Departments shall submit requests for goods and services over a certain amount defined in the Purchasing Policy by standard electronic purchase requisition forms. A purchase requisition is required to be submitted in order for a purchase order to be issued when necessary.

(Code 1968, § 23-5)

Sec. 2.50.130. – Except as otherwise authorized or required by this chapter or under State or Federal law, purchases of goods and services shall be by bidding procedures.

- (a) When the expenditure required for the purchase of goods and services exceeds the amount defined in the Purchasing Policy, such purchases shall be contracted for and let to the lowest responsible bidder after notice pursuant to section 2.50.140. Purchases which do not exceed the specified amount shall be made by a Department Purchasing Representative only after an informal investigation of the sources of supply for the purpose of ascertaining the lowest price for which the commodities desired can be acquired and appropriate cost accounting principles are employed.
- (b) The letting of purchases to the lowest responsible bidder pursuant to section 2.50.140 may be dispensed with when any of the following circumstances exist, unless otherwise required by State or Federal law:
  - (1) An emergency situation exists as defined in the Purchasing Policy and separate Emergency Procurement Policy.
  - (2) The commodity can be obtained only from a sole or single source vendor due to its uniqueness or special characteristics, as defined in the Purchasing Policy.
  - (3) When it would be impractical, impossible, or would not be likely to result in a lower price to the Town from a responsible bidder, or would cause unnecessary expense or delay under the circumstances as determined by the awarding authority.
  - (4) The purchase is a public works project and falls under the Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Commission and adopted by resolution.
  - (5) For professional services which require the exercise of professional discretion and independent judgment, based on an advanced or specialized knowledge, expertise, or training gained by formal studies or experience. Examples of professional service providers include appraisers, architects, attorneys, engineers, instructors, land

surveyors, physicians, information technology services, graphic designers, construction inspectors, etc.

- (6) Where the Town makes use of a cooperative purchasing agreement pursuant to the guidelines set forth in the Purchasing Policy.
- (7) When a Request for Proposal (or Request for Information, Request for Qualifications, etc.) process is utilized pursuant to the guidelines set forth in the Purchasing Policy.
- (8) When State or Federal law forbids selection on the basis of the lowest responsible bidder alone.
- (9) When no acceptable bids are received from any responsible bidder after following the procedures set forth in Section 2.50.140.
- (10) When the Town has elected to purchase goods or services directly from the State of California, County of Santa Clara, or any other California municipality.

(Code 1968, § 23-6; Ord. No. 1958, § I, 10-4-93; Ord. No. 2020, § X, 9-16-96)

Sec. 2.50.131. – Public Works Projects.

The Town has adopted the California Uniform Public Construction Cost Accounting Act for public works projects as defined in Section 22002 of the Public Contract Code.

(Ord. No. 1958, § II, 10-4-93; Ord. No. 2151, § A, 10-2-06)

Sec. 2.50.132. – Informal bid procedure for public works projects.

Public projects, as defined by the California Uniform Public Construction Cost Accounting Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

(Ord. No. 1958, § III, 10-4-93)

Sec. 2.50.133. – Contractors List for public works projects.

The Town shall comply with the requirements of Public Contract Code Section 22034.

(Ord. No. 1958, § IV, 10-4-93)

Sec. 2.50.134. – Notice Inviting Informal Bids for public works projects.

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

- (1) Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.50.133.
- (2) Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the Department soliciting bids, provided however:
  - a. If the good or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

(Ord. No. 1958, § V, 10-4-93)

Sec. 2.50.135. – Award of contracts for public works projects.

The Town Manager is authorized to award informal contracts pursuant to this Section.

Sec. 2.50.136. – Formal bid procedure for public works projects.

Public projects of more than the amount specified in the Uniform Public Construction Cost Accounting Act shall, except as otherwise provided in this Section, be let to contract by formal bidding procedure in accordance with the applicable provisions of the Act and the Public Contract Code.

(Code 1968, § 23-8)

Sec. 2.50.140. - Formal bid procedure for goods.

Except as otherwise provided in the Uniform Public Construction Cost Accounting Act for public projects and Section 2.50.130, purchases for goods above an estimated value defined in the Purchasing Policy that are of standardized or uniform quality shall be by formal bidding procedure as follows:

- (1) Notice inviting bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where to obtain more information, where to submit bids, and the time and place for opening bids.

- (2) Published notice. Notice inviting bids shall be published by the Town Clerk at least ten (14) days before the date of opening of the bids. Notice shall be published at least twice in a newspaper of general circulation printed and published in the Town, or if there is none, it shall be posted in at least three (3) public places in the Town.
- (3) Bulletin board. Pending purchases shall also be advertised by a notice posted on the public bulletin boards at the Town Hall.
- (4) Website. Notice inviting bids shall be posted to the designated area of the Town website.
- (5) Bidders' list. The purchasing Department shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their names to be added thereto.
- (6) Bidder's security. When deemed necessary by the purchasing Department, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, that a successful bidder shall forfeit the bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless the Town is responsible for the delay. The awarding authority may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest bidder, the amount of the lowest bidder's security being applied by the Town to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- (7) Bid-opening procedure. Sealed bids shall be submitted to the Town Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (8) Rejection of bids. In its discretion, the awarding authority may reject any bids presented and readvertise for bids.
- (9) Award of contracts. Contracts shall be awarded to the lowest responsible bidder, except as otherwise provided herein.
- (10) Tie bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the awarding authority) may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.
- (11) Performance bonds. The awarding authority shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the Town. If a performance bond is required, the form and amount of the bond shall be described in the notice inviting bids.

(Code 1968, § 23-9; Ord. No. 1958, § VI, 10-4-93; Ord. No. 2151, § B, 10-2-06)

Sec.2.50.141. -Request for Proposal (RFP) process.

- (1) The Town may utilize the Request for Proposal (RFP) method for purchase of services and will apply to the purchase of goods above an estimated value defined in the Purchasing Policy when any of the following conditions exist:
  - a. Quality, capability, performance, or qualification is overriding in relation to price; or
  - b. Delivery, installation, service, maintenance, reliability, or replacement is overriding in relation to price; or
  - c. It is determined that the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussion of proposals before entering the contract.
- (2) The identity of persons responding to the Request for Proposals and the content of proposals submitted to the Town may be kept confidential during the process of negotiation and until a contract is awarded.
- (3) The format and procedures for Requests for Proposals shall be established in the Purchasing Policy.
- (4) The contract award shall be based upon the proposal determined by the Town to be the most advantageous to the Town, taking into consideration price and the evaluation factors set forth in the Request for Proposals.
- (5) The Town may reject any and all proposals if such rejection is deemed to be in the best interest of the Town.
- (6) The Town may utilize various other accepted requests for procurement in place of a Request for Proposal, including a Request for Information, Request for Qualifications, or others as deemed appropriate.

Sec. 2.50.143. – Procurement of paper products.

- (1) Definitions:
  - a. “Paper Purchase” means all purchases by a jurisdiction of items in the following categories: (1) Paper products. (2) Printing and writing papers.

- b. "Paper Products" include but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.
- c. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.

(2) All vendors providing paper products shall:

- a. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of nonrecycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than nonrecycled items or at a total cost of no more than ten percent of the total cost for nonrecycled items.
- b. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Town. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Town is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- e. Provide records to the Town's recordkeeping designee, in accordance with the Town's Recycled-Content Paper procurement policies of all Paper Products and Printing and Writing Paper purchases within thirty days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any Department or employee of the Town. Records shall include a copy (electronic or paper) of the invoice or other documentation of



purchase, written certifications for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

Sec. 2.50.145. - Purchasing Policy.

In order to implement the provisions of this division, a Purchasing Policy shall be prepared and adopted by resolution of the Town Council. No amendments to the policy shall be made without Town Council approval.

(Code 1968, § 23-11)

**Section II**

The Town Council finds and determines that the adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines under the General Rule (Section 15061(b)(3)), which sets forth that the CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that the proposed Town Code text amendments will have no significant negative effect on the environment.

**Section III**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Town Council of the Town of Los Gatos hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid. Except as expressly modified in this Ordinance, all other sections set forth in the Los Gatos Town Code shall remain unchanged and shall be in full force and effect.

**Section IV**

This ordinance shall take effect immediately and will be enforced thirty (30) days after its adoption.

**Section V**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on \_\_\_\_\_, 2021, and adopted by the following vote as an ordinance of the Town of Los Gatos at a regular meeting of the Town Council of the Town of Los Gatos on the \_\_\_\_\_, 2021. This ordinance takes effect 30 days after it is adopted. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2021-\_\_**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
IN THE MATTER OF UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING  
PROCEDURES**

**WHEREAS**, prior to the passage of Assembly bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard;

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Los Gatos, that the Town Council does hereby elect under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Town of Los Gatos notify the State Controller forthwith of this election.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 11/16/2021

ITEM NO: 23

---

**DATE:** November 10, 2021  
**TO:** Mayor and Town Council  
**FROM:** Joel Paulson, Community Development Director  
**SUBJECT:** Consider an Appeal of the Community Development Director Determination of Demolition on Property Zoned R-1:8. Located at 33 Walnut Avenue. APN 510-41-007. Building Permit B19-0482. Property Owner/Applicant/Appellant: Jeffrey Siegel. Project Planner: Erin Walters.

**RECOMMENDATION:**

Deny the appeal of the Community Development Director determination of demolition on property zone R-1:8, located at 33 Walnut Avenue.

**BACKGROUND:**

The subject property is located 185 feet from the northwest corner of Walnut Avenue and Hernandez Avenue (Attachment 1). The property has frontage on both Walnut Avenue and Wissahickon Avenue. The property contains a pre-1941 single-family residence and a detached garage with a second story accessory dwelling unit (ADU) above. The detached garage and ADU are under construction and are not associated with this appeal.

On August 22, 2018 and May 15, 2019, the Historic Preservation Committee (HPC) reviewed and approved exterior modifications to the pre-1941 structure at 33 Walnut Avenue (Attachments 2 and 3). Per Town Code Section 29.10.020, the scope of work did not result in demolition of the historic structure and was therefore reviewed through a ministerial building permit.

On April 21, 2021, Building Permit B19-0482 was issued for interior and exterior modifications to the subject structure, as approved by the HPC. The property owner, architect, civil engineer,

**PREPARED BY:** Erin Walters  
Associate Planner

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

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BACKGROUND (continued):

and contractor submitted a signed Demolition Affidavit acknowledging their understanding of the Town's demolition requirements for a historic structure per Town Code (Attachment 4).

On September 16, 2021, staff was informed by the property owner that the exterior siding had been removed from the front elevation of the house. The owner also inquired about the requirements to replace all of the original siding material to address fire concerns. The Chief Building Official and Planning staff confirmed in the field that more than 25 percent of the exterior wall covering (siding) was removed from the walls facing the public street without notification of or approval by the Community Development Department prior to removal, resulting in an unlawful demolition per Town Code (Attachment 5). On October 7, 2021, a Notice of Unlawful Demolition from the Community Development Director was sent to the property owner (Attachment 6).

On October 11, 2021, the decision of the Community Development Director was appealed by the property owner (Attachment 7). Pursuant to Town Code Section 29.20.255, any interested person as defined in Section 29.10.020 may appeal any decision of the Planning Director including "(4) Determination of an unlawful demolition and/or the penalty and the cost assessment for the unlawful demolition."

Pursuant to Town Code Section 29.20.260, the appellant must file a written notice of appeal with the Planning Director not more than 10 days after the date of mailing of written notification of the Planning Director's decision. The notice shall state clearly the reasons why the appeal ought to be granted. Pursuant to Town Code Section 29.20.265, the appeal should be heard by the Planning Commission. After discussion between the Town Attorney and the appellant, the appellant has chosen to elevate the appeal to be heard directly by the Town Council. Staff is not treating this circumstance as a precedent for future appeals.

DISCUSSION:

A. Project Summary

The subject property is a pre-1941 historic structure. On April 21, 2021, Building Permit B19-0482 was issued for the construction of a new roofed porch, interior remodel and exterior door and window modifications to the pre-1941 structure, as approved by the HPC. During the building permit process, the Town requested a Demolition Affidavit which requires all parties of the project to review the Town's Demolition Code requirements (Attachment 4). The Town Code Section 29.10.020 states that the demolition of a historic structure means:

DISCUSSION (continued):

*(1) Removal of more than 25 percent of the wall(s) facing a public street(s) (or a street facing elevation if the parcel is a corridor lot or is landlocked) or 50 percent of all exterior walls; or*

*(2) Enclosure or alteration (i.e.: new window and/or window relocation) of more than 25 percent of the walls facing a public street (or a street facing elevation if the parcel is a corridor lot or is landlocked) or 50 percent of the exterior walls so that they no longer function as exterior walls; or*

*All remaining exterior walls must retain the existing exterior wall covering. No new exterior wall covering shall be permitted over the existing exterior wall covering. The following are exempt from this definition:*

- a. Replacement. The exterior wall covering may be removed if the covering is not original to the structure.*
- b. Repair. The removal and replacement of in kind non-repairable exterior wall covering resulting in no change to its exterior appearance or historic character if approved by the deciding body.*
- c. Removal. The removal of an addition(s) that is not part of the original structure and which has no historic significance, as determined by the Historic Preservation Committee. Demolition shall be determined by subsections (1) and (2) above for the original structure, where walls enclosed by additions shall be considered as exterior walls.*

All parties must sign the Demolition Affidavit confirming that they have read and understand the Demolition Code requirements. Multiple discussions with the appellant, project architect, and Town staff regarding the Town's demolition thresholds for this historic structure occurred.

The Town Code requires the Demolition Affidavit when the proposed project would result in demolition of more than 40 percent of the existing exterior walls. Even for projects with less than 40 percent demolition, staff requests the Demolition Affidavit be signed to ensure, in the event additional demolition may be required beyond what is shown on the plans, all parties understand the demolition requirements. The Town stamps a notice on the building permit plans referencing that prior to removal of interior or exterior wall coverings to read and review the Town's demolition policy.

The approved Building Permit plans included a demolition plan showing that less than 25 percent of the walls facing the public street and less than 50 percent of all exterior walls would be removed. Town Code specifies all remaining exterior walls must retain the existing exterior wall covering. The approved building permit plans showed shear wall to be placed on the interior walls of the front elevation in order maintain the required exterior

DISCUSSION (continued):

wall covering (siding), so the work would not result in a demolition of a historic structure per Town Code.

On September 16, 2021, staff was informed by the property owner that the historic siding had been removed from the front elevation of the house. The property owner was inquiring about replacing all of the existing siding with an alternative siding material, Hardi-board, due to fire protection concerns. Replacement of historic siding requires review and approval by the HPC and would result in a demolition per the Town Code.

Staff confirmed in the field that more than 25 percent of the exterior wall covering (siding) was removed from the walls facing the public street without notifying the Planning Division prior to removal, therefore resulting in an unlawful demolition per Town Code.

B. Community Development Director Determination of Demolition

On October 7, 2021, the Community Development Director provided a Notice of Unlawful Demolition to the property owner stating that more than 25 percent of the existing wall area (siding) facing a public street had been removed without notifying the Planning Division prior to removal, resulting in an unlawful demolition per the Town Code (Attachment 6). The notice included the following requirements:

i. Unlawful Demolition Penalty Fees

Per Town Code Section 29.10.09030 g.2.b. – If a structure was a historic residence and does not have a Landmark Historic Preservation overlay zone, a fine shall be equal to 10 percent of the building permit evaluation at the time of demolition, as determined by the Planning Director. The Building Permit valuation for B19-0482 is \$78,372.80. The homeowner shall provide payment to the Town for \$7,837.28 withing ninety days of receiving the Unlawful Notice of Demolition (January 5, 2022).

ii. Architecture and Site Application

Per Town Code, the property owner shall apply for an Architecture and Site Application for the technical demolition of an existing pre-1941 single family residence and construction of a new single-family residence. Per Town Code, double application fees are required for work unlawfully completed,  $\$11,202.18 \times 2 = \$22,404.36$ . Per Town Code, the Architecture and Site application shall be reviewed by the HPC.



DISCUSSION (continued):

iii. Future Building and Engineering Applications associated with the Architecture and Site Application

Per Town Code, double application fees are required for work unlawfully completed which will be determined through the Architecture and Site Application process.

C. Appeal to Town Council

The Community Development Director Determination of Unlawful Demolition was appealed on October 11, 2021, by the property owner, Jeffrey Siegel (Attachment 7).

The appellant has provided the following reasons, in **bold**, of why the appeal should be granted. Staff's response is provided in *italics*.

**1. Appellant: The 25 percent rule was unknown to the appellant.**

*Staff Response: The appellant and appellant's team signed the Demolition Affidavit as part of the Building Permit submittal which references Section 29.10.20.020 of the Town Code concerning the definition of an historic structure and the definition of demolition and Section 29.10.09030 (f) through (l) of the Town Code concerning penalties associated with unlawful demolition (Attachment 6). The approved building permit plans are stamped with a reminder to read and review the Town's Demolition policy prior to the removal of any interior or exterior wall coverings.*

**2. The 25 percent rule conflicts with Historic Preservation practices.**

*Staff Response: Section 29.10.20.020 of the Town Code provides a definition of demolition thresholds for historic structures.*

**3. Technical Demolition is an extreme overkill to a minor infraction and does not take into account the situation context.**

*Staff Response: Town Code defines a threshold for demolition or "technical demolition" for historic structures. The appellant for the subject property did not follow the approved demolition plan or the approved shear wall plans of the approved building plans. The approved building plans show shear wall to be placed on the interior walls of the front elevation in order to preserve the existing exterior siding. The appellant did not stop work in the field and contact the Planning Division prior to proceeding past the approved demolition plan and unlawfully removed more than 25 percent of the existing siding on the front elevation as shown in photos provided by the appellant (Attachment*

DISCUSSION (continued):

*5). The appellant did not stop work in the field and make a request to revise the location of the shear wall to be placed on the exterior front elevation.*

The reasons presented by the appellant for why the Community Development Director's Determination of Unlawful Demolition appeal should be granted are in conflict with the Town Code's definition of demolition of historic structures and the property owner, architect, civil engineer, and contractor signed the Demolition Affidavit (Attachment 4). The appellant's list of reasons of why the appeal should be granted challenges the existence of a demolition violation (Attachment 7). The appellant's appeal does not discuss penalty fees.

D. Required Findings

Pursuant to Town Code Section 29.20.265 the appeal should be heard by the Planning Commission. After discussion with the Town Attorney and the appellant, the appellant choose to elevate the appeal to be heard by the Town Council. For clarity, "Planning Commission" has been replaced by "Town Council" as the deciding body in the text below.

Pursuant to Town Code Section 29.20.265 (b) for hearings dealing with an appeal of an unlawful demolition and/or the penalty fee for the lawful demolition the Town Council shall do the following:

- (1) The Town Council shall consider any written or oral evidence consistent with its rules and procedures regarding the violation, compliance by the violator or by the real property owner, and the amount of the penalty.
- (2) The Town Council shall make the findings and issue its determination regarding:
  - a. The existence of the violation; and
  - b. The appropriateness of the amount of the penalty fee.
- (3) The Town Council shall issue written findings of each violation. The findings shall be supported by evidence received at the hearing.
- (4) If the Town Council finds by the evidence provided that a violation has occurred, the Town Council shall affirm the decision of the Planning Director.
- (5) If the Town Council finds that no violation has occurred, the Town Council shall state a finding of those facts.
- (6) The Town Council may approve or reduce the amount of the penalty, but not the application penalty fee which is established by resolution.

PUBLIC COMMENTS:

Written notice of the Town Council hearing was sent to property owners and tenants within 300 feet of the subject property. At the time of this report's preparation, the Town has not received any public comment.

CONCLUSION:

A. Recommendation

For the reasons stated in this report, it is recommended that the Town Council uphold the decision of the Community Development Director and adopt a resolution (Attachment 8) denying the appeal with the required findings incorporated in the resolution.

B. Alternatives

Alternatively, the Town Council could:

1. Adopt a resolution to grant the appeal and determine that no demolition violation occurred (Attachment 9) with the required findings incorporated in the resolution; or
2. Continue the application to a date certain with specific direction; or
3. Remand the appeal to the Planning Commission with specific direction.

COORDINATION:

The Community Development Department coordinated with the Town Attorney's Office in review of the appeal.

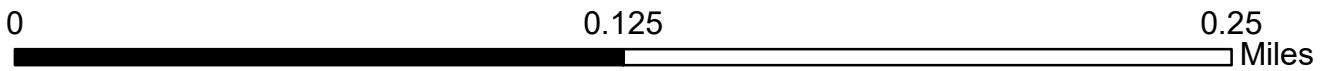
ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA, but is ministerial, therefore no further action is required under CEQA.

Attachments:

1. Location Map
2. Historic Preservation Committee Meeting Minutes for August 22, 2018
3. Historic Preservation Committee Meeting Minutes for May 15, 2019
4. Signed Demolition Affidavit
5. Photos provided by Appellant
6. Notice of Unlawful Demolition
7. Appeal of the Community Development Director Decision, received October 11, 2021
8. Draft Resolution to Deny Appeal and Uphold the Director of Community Development Determination of Demolition
9. Draft Resolution to Grant Appeal and Determine No Demolition Violation

# 33 Walnut Avenue



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**TOWN OF LOS GATOS  
HISTORIC PRESERVATION  
COMMITTEE REPORT**

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**MINUTES OF THE HISTORIC PRESERVATION COMMITTEE SPECIAL MEETING  
AUGUST 22, 2018**

The Historic Preservation Committee of the Town of Los Gatos conducted a Special Meeting on August 22, 2018, at 3:30 p.m.

**ROLL CALL**

Present: Chair Nancy Derham, Vice Chair Matthew Hudes (arrived at 3:57 p.m.), Committee Member Robert Cowan, Committee Member Thomas O'Donnell, Committee Member Leonard Pacheco

Absent: None

**MEETING CALLED TO ORDER AT 3:30 P.M.**

**VERBAL COMMUNICATIONS**

None.

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

1. Approval of Minutes – July 25, 2018

**MOTION:** Motion by Committee Member Leonard Pacheco to approve the consent item. Seconded by Committee Member Thomas O'Donnell.

**VOTE:** Motion passed 4-0-1, Vice Chair Matthew Hudes absent.

**OTHER BUSINESS**

2. 33 Walnut Avenue

Requesting comments on proposed modifications to the front porch of a pre-1941 property zoned R-1:8. APN 510-41-007.

PROPERTY OWNER: Jeffrey Siegel

APPLICANT: David V. Hernandez, Heritage Architecture

PROJECT PLANNER: Erin Walters

Committee Member Leonard Pacheco recused himself from this item.

Erin Walters, Associate Planner, presented the staff report.

Opened and closed Public Comment.

Committee members discussed the matter.

3. 25 W. Main Street

Requesting preliminary review of a proposal for exterior modifications and an addition to a contributing commercial building in the Downtown Historic Commercial District on property zoned C-2:LHP. APN 529-01-017.

PROPERTY OWNER/APPLICANT: Steve Leonardis

PROJECT PLANNER: Jocelyn Shoopman

Jocelyn Shoopman, Associate Planner, presented the staff report.

Opened Public Comment.

Karen Delaney

- Expressed disapproval of the current mural on the side of building.

Closed Public Comment.

Committee members discussed the matter.

**PUBLIC HEARINGS**

4. 16940 Roberts Road

Requesting approval to remove a pre-1941 property from the Historic Resources Inventory for property zoned R-M:5-12. APN 529-18-053.

PROPERTY OWNER: Chang 2003 Family Trust

APPLICANT: Josephine Chang

PROJECT PLANNER: Jocelyn Shoopman

Jocelyn Shoopman, Associate Planner, presented the staff report.

Open and closed the Public Comment.

Committee members discussed the matter.

**MOTION:**                    **Motion by Committee Member Thomas O'Donnell** to continue this matter to the September 26, 2018 Historic Preservation Committee meeting. **Seconded** by **Chair Nancy Derham**.

**VOTE:**                      **Motion passed 5-0.**

**ADJOURNMENT**

The meeting adjourned at 5:08 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of the August 22, 2018 meeting as approved by the Historic Preservation Committee.

---

/s/ Sylvie Roussel, Administrative Technician



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**TOWN OF LOS GATOS  
HISTORIC PRESERVATION  
COMMITTEE REPORT**

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**MINUTES OF THE HISTORIC PRESERVATION COMMITTEE SPECIAL MEETING  
MAY 15, 2019**

The Historic Preservation Committee of the Town of Los Gatos conducted a Special Meeting on May 15, 2019, at 4:00 p.m.

**ROLL CALL**

Present: Vice Chair Robert Cowan, Committee Member Nancy Derham, Committee Member Thomas O'Donnell

Absent: Leonard Pacheco, Matthew Hudes

**MEETING CALLED TO ORDER AT 4:00 PM**

**VERBAL COMMUNICATIONS**

Jefferey Siegel – Presented a copy of his letter to Town Council promoting adoption of the Mills Act.

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

1. Approval of Minutes – April 24, 2019
2. 62 Ellenwood Avenue -- Historic Resource Inventory Removal

**MOTION:**                   **Motion by Committee Member Thomas O'Donnell to approve the consent calendar. Seconded by Committee Member Nancy Derham.**

**VOTE:**                   **Motion passed unanimously. 3-0-2, Committee Member Leonard Pacheco and Chair Matthew Hudes absent.**

**PUBLIC HEARINGS**

3. 407 University Avenue  
Historic Resources Inventory Removal

Requesting approval to remove a pre-1941 property from the Historic Resources Inventory for property zoned R-1P. APN 529-07-041.

PROPERTY OWNER/APPLICANT: Ravi Todi and Sudha Hisaria

PROJECT PLANNER: Sally Zarnowitz

Sally Zarnowitz, Planning Manager, presented the staff report.

Owner presented the reasons for his request.

Opened and closed Public Comment.

Committee members discussed the matter.

**MOTION:**                   **Motion by Committee Member Thomas O'Donnell** to approve the request to remove from the Historic Resources Inventory. **Seconded by Committee Member Nancy Derham.**

**VOTE:**                   **Motion passed unanimously. 3-0-2, Committee Member Leonard Pacheco and Chair Matthew Hudes** absent.

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

4. 33 Walnut Avenue  
Preliminary Review

Requesting preliminary review of a proposal for exterior alterations to a pre-1941 single-family residence on property zoned R-1:8. APN 510-41-007.

PROPERTY OWNER: Jeffrey Siegel

APPLICANT: David V. Hernandez

PROJECT PLANNER: Erin Walters

Erin Walters, Associate Planner, presented the staff report.

Applicant presented the proposed project.

Opened and closed Public Comment.

Committee members discussed the matter.

**MOTION:**                   **Motion by Committee Member Nancy Derham** to recommend approval of the proposal. **Seconded by Vice Chair Robert Cowan.**

**VOTE:**                   **Motion passed unanimously. 3-0-2, Committee Member Leonard Pacheco and Chair Matthew Hudes** absent.

5. 268 Los Gatos Boulevard  
Preliminary Review

Requesting preliminary review of a proposal for exterior alterations to a pre-1941 single-family residence on property zoned R-1:D. APN 532-36-022.  
PROPERTY OWNER: Werner J Wiechmann  
APPLICANT: Firoz Pradhan  
PROJECT PLANNER: Azhar Khan

Azhar Khan, Assistant Planner, presented the staff report.

Applicant presented the proposed project.

Opened and closed Public Comment.

Committee members discussed the matter.

**MOTION:**                   **Motion by Committee Member Nancy Derham** to recommend for approval of the proposal. **Seconded by Committee Member Thomas O'Donnell.**

**VOTE:**                   **Motion passed unanimously. 3-0-2, Committee Member Leonard Pacheco and Chair Matthew Hudes absent.**

**ADJOURNMENT**

The meeting adjourned at 4:56 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of the May 15, 2019 meeting as approved by the Historic Preservation Committee.

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/s/ Jocelyn Fong, Administrative Assistant

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## DEMOLITION AFFIDAVIT

**Non-Historic Structures (Not in an historic district or on an historic site and/or constructed after 1941)**  
**Demolition: The definition of demolition as set forth in Section 29.10.020 is attached.**

**Demolition of a structure means:**

- Demolition of more than fifty (50) percent of all exterior wall areas.
- Failure to maintain a contiguous (connecting without a break) portion of existing exterior wall area that is 50% or more of the total exterior wall area.
- The remaining exterior wall area must maintain either the existing interior or existing exterior wall covering.

**Historic Structures (Located in an historic district or on an historic site and/or constructed before 1941)**  
**Demolition: The definition of demolition as set forth in Section 29.10.020 is attached.**

**Demolition of an historic structure means:**


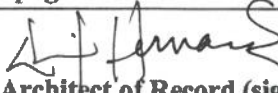


- Removal of more than twenty-five (25) percent of the wall area facing a public street(s) and/or fifty (50) percent of all exterior wall area; or
- Enclosure or alteration of more than twenty-five (25) percent of the wall area facing a public street and/or fifty (50) percent of the exterior wall area so that they no longer function as exterior walls.

All remaining exterior wall area must be contiguous. No new exterior wall covering shall be permitted over the existing exterior wall covering. There are exceptions for replacement, repair, or removal. Please see Section 29.10.020 for exceptions.

**Additional Information:**


- When a section of an exterior wall has both the interior and exterior wall covering removed, this section of wall is considered demolished, even if the structural components (i.e. studs or sheathing) of the wall remain, except for historical structures.
- Dry rot or any other damage does not exempt the project from any provision set forth by Section 29.10.09030. If you find dry rot and need to repair it, **STOP WORK** and contact the Planning Division at (408) 354-6872 to discuss the changes **BEFORE YOU PROCEED**.
- If you encounter an unanticipated situation that changes the scope of work, **STOP WORK** and contact the Planning Division at (408) 354-6872 to discuss the changes **BEFORE YOU PROCEED**.
- Exterior wall covering means the finished surface of an exterior wall (i.e. stucco, siding or shingles).
- Interior wall covering means the finished surface of an interior wall (i.e. sheetrock or plaster).
- Exterior wall means the side of a building connecting foundation and roof. A wall encompasses the total height and width of the side of the building, the exterior or interior wall covering, and studs/structural elements used in framing the wall.
- Existing wall area does not include existing door and window openings.
- If the connection from the roof all the way to the foundation is broken, contiguity is broken. A one foot minimum connection is typically required to qualify as contiguous.

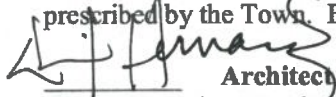
**I have read and understand all the information on this page:**


 Property Owner (sign and date) 2/24/21	 David V. Hernandez Architect of Record (sign and date) 02/26/2021
 Engineer of Record (sign and date) 2/25/21	 Contractor of Record (sign and date) 2/25/21

## DEMOLITION AFFIDAVIT (continued)

Read this entire page, initial by your title, sign, and date at the bottom.





  
**Property Owner:** I certify that I have reviewed the proposed plans and understand all the implications of the proposed scope of work as it pertains to the demolition affidavit. I understand that an unlawful demolition will result in a stop work order, fee penalties, and additional review (as a new structure) as prescribed by the Town. Furthermore, I am ultimately responsible for all persons working on this project.

  
**Architect of Record:** I certify that I have reviewed the project demolition plan/colorized elevations and verify that it is accurate, does not propose a demolition as defined by the Town, and that the structural plans do not conflict with the demolition plans. I understand that an unlawful demolition will result in a stop work order, fee penalties, and additional review (as a new structure) as prescribed by the Town. This certification does not apply to work of any other consultant or contractor that is inconsistent with the plan that I have prepared or otherwise approved for this project.

  
**Engineer of Record:** I certify that I have reviewed the project demolition plan/colorized elevations, and the structural plans do not conflict with the demolition plans. I understand that an unlawful demolition will result in a stop work order, fee penalties, and additional review (as a new structure) as prescribed by the Town. This certification does not apply to work of any other consultant or contractor that is inconsistent with the plan that I have prepared or otherwise approved for this project.

**Contractor of Record:** I certify that I have reviewed the proposed plans and understand all the implications of the proposed scope of work as it pertains to the demolition affidavit. I certify that I have reviewed the project demolition plan/colorized elevations, and the structural plans do not conflict with the demolition plans. I understand that an unlawful demolition will result in a stop work order, fee penalties, and additional review (as a new structure) as prescribed by the Town.

I, Engineer of Record, Architect of Record, Property Owner, and Contractor of Record, hereby certify that I have read and fully understand Section 29.10.020 of the Town Code (attached) concerning the definition of an historic structure and the definition of a demolition and that I have read and fully understand Section 29.10.09030 (f) through (i) of the Town Code (attached) concerning penalties associated with unlawful demolition. I understand that if an unlawful demolition occurs, this application and permit will be subject to an additional development review process including a public hearing for which new requirements may be imposed and any existing nonconforming conditions will need to be addressed. New requirements may include undergrounding of electrical service, sidewalk improvements, and right-of-way dedication.

<b>33 Walnut Ave., Los Gatos</b> PROJECT ADDRESS	<b>B19-0482</b> Building Permit Number
 JOEY G. ROCA III 2/25/21 Engineer of Record (sign, print, and date)	 Jeffrey Siegel 2/24/21 Property Owner (sign, print, and date)
 David V. Hernandez 02/36/2021 Architect of Record (sign, print, and date)	 2/25/21 Contractor of Record (sign, print, and date)

The information contained in this application is considered part of the public record. Therefore, it will appear in both the public record file for the site address, which is available upon request, and on the permitting system on the official Town of Los Gatos website at [www.losgatosca.gov](http://www.losgatosca.gov). Rev. 8/12





33 Walnut Avenue- Photos from Applicant - 09-27-21

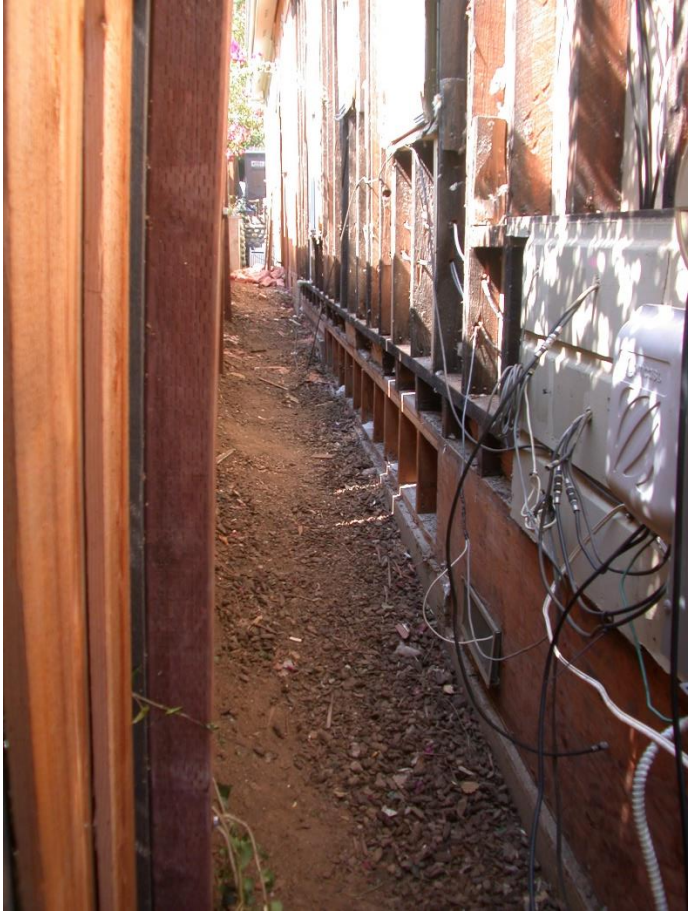


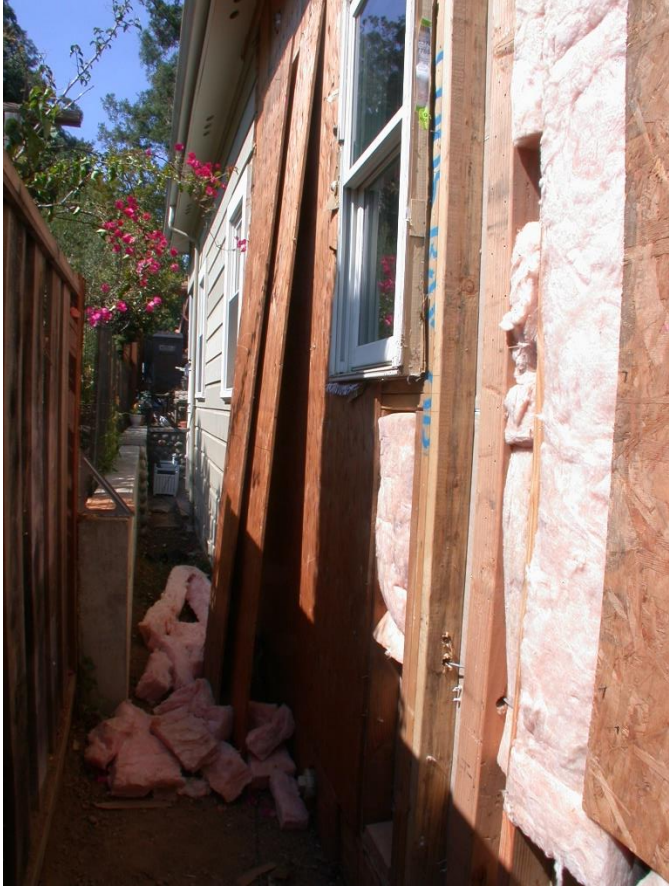
















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## TOWN OF LOS GATOS

COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION  
(408) 354-6872 Fax (408) 354-7593  
planning@losgatosca.gov

CIVIC CENTER  
110 E. MAIN STREET  
LOS GATOS, CA 95030

October 7, 2021

Mr. Jeffery Siegel  
33 Walnut Avenue  
Los Gatos, CA 95030

**Subject: Notice of Unlawful Demolition - 33 Walnut Avenue (B19-0482)**

Dear Mr. Siegel,

It has been brought to staff's attention that more than 25 percent of the existing wall area (siding) facing a public street was removed at 33 Walnut Avenue (B19-0482), a historic structure, without notifying the Planning Division prior to removal. This constitutes an unlawful demolition per the Town Code and the Demolition Affidavit for historic structures.

**Unlawful Demolition Penalty Fees:**

Per Town Code Section 29.10.09030 g.2.b. - If a structure was an historic residence and does not have a Landmark Historic Preservation overlay zone, a fine shall be equal to ten (10) percent of the building permit valuation at the time of demolition, as determined by the Planning Director. The Building Permit Valuation for B19-0482 is \$78,372.80. Provide payment to the Town of Los Gatos for \$7,837.28 within ninety days of receiving this letter.

**Appeal Rights:**

Per Town Code Section 29.20.255. - Appeals from the decision by the Planning Director. Any interested person as defined in section 29.10.020 may appeal to the Planning Commission any decision of the Planning Director:

(4) Determination of an unlawful demolition and/or the penalty and the cost assessment for the unlawful demolition.

Per Town Code Section 29.20.260. - Notice of appeal.

The appellant must file a written notice of appeal with the Planning Director not more than ten (10) days after the date of mailing of written notification of the Planning Director's decision

**Architecture and Site Application:**

Per Town Code, apply for an Architecture and Site Application for the technical demolition of an existing pre-1941 single-family residence and construction of a new single-family residence. Per Town Code double application fees are required for work unlawfully completed,  $\$11,202.18 \times 2 = \$22,404.36$ .

**Historic Preservation Committee (HPC):**

Per Town Code, the Architecture and Site application shall be reviewed by the HPC.



**Future Building and Engineering Applications associated with the Architecture and Site Application:**

Per Town Code, double application fees are required for work unlawfully completed which will be determined through the Architecture and Site Application process. Contact Mike Weisz, Senior Civil Engineer, by email at [mweisz@logatosca.gov](mailto:mweisz@logatosca.gov) if you have questions.

**Existing Building Permit B19-0482:**

A hold will be placed on the existing building permit B19-0482 once the building is watertight per Building requirements. Contact Robert Gray, Chief Building Official, by email at [rgray@logatosca.gov](mailto:rgray@logatosca.gov) if you have questions.

If you have general questions, please contact Erin Walters, Associate Planner, by email at [ewalters@logatosca.gov](mailto:ewalters@logatosca.gov).

Sincerely,

A handwritten signature in black ink that reads "Joel Paulson". The signature is written in a cursive, flowing style.

Joel Paulson  
Community Development Director

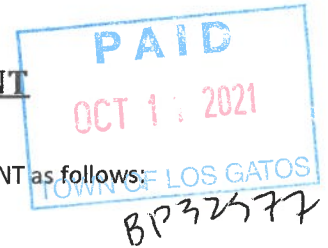
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TOWN OF LOS GATOS
COMMUNITY DEVELOPMENT DEPARTMENT

110 E. Main Street
Los Gatos, CA 95030

APPEAL OF THE DECISION OF
DIRECTOR OF COMMUNITY DEVELOPMENT



PLEASE TYPE or PRINT NEATLY

I, the undersigned, do hereby appeal a decision of the DIRECTOR OF COMMUNITY DEVELOPMENT as follows:

DATE OF DECISION: 10/7/21

PROJECT/APPLICATION: B 19-0482

LOCATION: 33 WALNUT

Pursuant to the Town Code, any interested person as defined in Section 29.10.020 may appeal to the Planning Commission any decision of the Director.

Interested person means:

- 1. Residential projects. Any person or persons or entity or entities who own property or reside within 1,000 feet of a property for which a decision has been rendered, and can demonstrate that their property will be injured by the decision.
2. Non-residential and mixed-use projects. Any person or persons or entity or entities who can demonstrate that their property will be injured by the decision.

LIST REASONS WHY THE APPEAL SHOULD BE GRANTED:

Because the 25% rule was unknown to us at the time.
Because the 25% rule conflicts with HP practices.
Because TD is an extreme overkill to a minor infraction.

IMPORTANT: it doesn't take into account the situation context.

- 1. Appeal must be filed within ten (10) days after the date of mailing of written notification of the decision. If the tenth (10th) day is a Saturday, Sunday, or Town holiday, then the appeal may be filed on the workday immediately following the tenth (10th) day, usually a Monday.
2. The appeal shall be set for the first regular meeting of the Planning Commission which the business of the Planning Commission will permit, more than five (5) days after the date of the filing of the appeal. The Planning Commission may hear the matter anew and render a new decision in the matter.
3. You will be notified, in writing, of the appeal date.
4. Contact the project planner to determine what material is required to be submitted for the public hearing.

RETURN APPEAL FORM TO COMMUNITY DEVELOPMENT DEPARTMENT

PRINT NAME: Jeff Siegel

SIGNATURE: Jeff Siegel

DATE: 10/11/21

ADDRESS: 33 Walnut Ave

PHONE: 408 480 6005

EMAIL: Jeff@ym Siegel@gmail

\*\*\*\*\*

OFFICE USE ONLY

DATE OF PLANNING COMMISSION HEARING:

COMMISSION ACTION: 1. DATE: 2. DATE: 3. DATE:

PLAPPEAL \$ 221.00 Residential
PLAPPEAL \$ 882.00 Commercial
PLAPPEAL \$ 90.00 Tree Appeals

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**RESOLUTION 2021-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
DENYING AN APPEAL OF THE DECISION OF THE COMMUNITY DIRECTOR  
DETERMINATION OF DEMOLITION ON PROPERTY ZONED R-1:8.**

**APN 510-41-007  
BUILDING PERMIT: B19-0482  
PROPERTY LOCATION: 33 WALNUT AVENUE  
PROPERTY OWNER/APPLICANT/APPELLANT: JEFFREY SIEGEL**

**WHEREAS**, on August 22, 2018 and May 15, 2019, the Historic Preservation Committee reviewed and approved plans for modifications to the subject structure located at 33 Walnut Avenue.

**WHEREAS**, on April 21, 2021, Building Permit B19-0482 was issued for the construction of a new roofed porch, interior remodel, and exterior door and window modifications for the pre-1941 structure, located at 33 Walnut Avenue per the approval by the Historic Preservation Committee.

**WHEREAS**, as part of the approved Building Permit B19-0482, a demolition plan and signed Demolition Affidavit was provided by the property owner/applicant/appellant's team acknowledging the Town Code's Demolition policy and process for historic structures.

**WHEREAS**, on September 16, 2021, staff was informed by the property owner that the exterior siding had been removed from the front elevation of the house.

**WHEREAS**, on October 7, 2021, the Community Development Director sent an Notice of Unlawful Demolition to the property owner.

**WHEREAS**, on October 11, 2021, the property owner filed an appeal of the Director of Community Development' determination of demolition violation.

**WHEREAS**, on November 16, 2021, the Town Council held a public hearing and considered an appeal of the Community Development Director determination of demolition violation for a historic structure.

**WHEREAS**, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. Town Council considered all testimony and materials submitted, and the packet of material contained in the

Council Agenda Report for their meeting on November 16, 2021.

**WHEREAS**, the Town Council made findings and issued its determination regarding the existence of the demolition violation.

**WHEREAS**, the Town Council made findings that the demolition violation exists as the appellant for the subject property did not follow the approved demolition plan or the approved shear wall plans of the approved building plans. The approved building plans showed shear wall to be placed on the interior walls of the front elevation in order to preserve the existing exterior siding. The appellant did not stop work in the field and contact the Planning Division prior to proceeding past the approved demolition plan by unlawfully removing more than 25 percent of the existing siding on the front elevation. The appellant did not stop work in the field and make a request to revise the location of the shear wall to be placed on the exterior front elevation.

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

1. The appeal of the Community Development Director determination of a demolition violation is denied and the decision stands.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16<sup>th</sup> day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

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**RESOLUTION 2021-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
GRANTING AN APPEAL OF THE DECISION OF THE COMMUNITY DIRECTOR  
DETERMINATION OF DEMOLITION ON PROPERTY ZONED R-1:8.**

**APN 510-41-007  
BUILDING PERMIT: B19-0482  
PROPERTY LOCATION: 33 WALNUT AVENUE  
PROPERTY OWNER/APPLICANT/APPELLANT: JEFFREY SIEGEL**

**WHEREAS**, on August 22, 2018 and May 15, 2019, the Historic Preservation Committee reviewed and approved plans for modifications to the subject structure located at 33 Walnut Avenue.

**WHEREAS**, on April 21, 2021, Building Permit B19-0482 was issued for the construction of a new roofed porch, interior remodel, and exterior door and window modifications for the pre-1941 structure, located at 33 Walnut Avenue per the approval by the Historic Preservation Committee.

**WHEREAS**, as part of the approved Building Permit B19-0482, a demolition plan and signed Demolition Affidavit was provided by the property owner/applicant/appellant's team acknowledging the Town Code's Demolition policy and process for historic structures.

**WHEREAS**, on September 16, 2021, staff was informed by the property owner that the exterior siding had been removed from the front elevation of the house.

**WHEREAS**, on October 7, 2021, the Community Development Director sent an Notice of Unlawful Demolition to the property owner.

**WHEREAS**, on October 11, 2021, the property owner filed an appeal of the Director of Community Development' determination of demolition violation.

**WHEREAS**, on November 16, 2021, the Town Council held a public hearing and considered an appeal of the Community Development Director determination of demolition violation for a historic structure.

**WHEREAS**, the Town Council received testimony and documentary evidence from the appellant and all interested persons who wished to testify or submit documents. Town Council considered all testimony and materials submitted, and the packet of material contained in the



Council Agenda Report for their meeting on November 16, 2021.

**WHEREAS**, the Town Council made findings and issued a determination that there was no demolition violation as the applicant was unaware of the Town’s demolition regulations for historic structures.

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

1. The appeal of the decision of the Community Development Director for a demolition violation is granted.

2. The decision constitutes a final administrative decision pursuant to Code of Civil Procedure section 1094.6 as adopted by section 1.10.085 of the Town Code of the Town of Los Gatos. Any application for judicial relief from this decision must be sought within the time limits and pursuant to the procedures established by Code of Civil Procedure section 1094.6, or such shorter time as required by state and federal Law.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16<sup>th</sup> day of November 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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