



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
JUNE 16, 2020  
110 EAST MAIN STREET  
LOS GATOS, CA**

*Marcia Jensen, Mayor  
Barbara Spector, Vice Mayor  
Rob Rennie, Council Member  
Marico Sayoc, Council Member  
Vacant, 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 complete a “speaker’s card” located on the back of the chamber benches and return it to the Town Council. If you wish to speak to an item NOT on the agenda, you may do so during the “Verbal Communications” period. The time allocated to speakers may change to better facilitate the Town Council meeting.

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

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

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

***Town Council Meetings Broadcast Live on KCAT, Channel 15 (on Comcast) on the 1st and 3rd Tuesdays at 7:00 p.m.  
Rebroadcast of Town Council Meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays at 7:00 p.m.  
Live & Archived Council Meetings can be viewed by going to:  
<https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcg>***

***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  
JUNE 16, 2020  
7:00 PM**

**IMPORTANT NOTICE REGARDING THE JUNE 16, 2020 COUNCIL MEETING**

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29- 20 dated March 17, 2020, regarding the COVID- 19 pandemic. The live stream of the meeting may be viewed on television and/or online at <https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcg>. **In accordance with Executive Order N-29- 20, the public may only view the meeting on television and/or online and not in the Council Chamber.**

**PARTICIPATION**

If you are not interested in providing oral comments real-time during the meeting, you can view the live stream of the meeting on television (Comcast Channel 15) and/or online at <https://www.youtube.com/channel/UCFh35XRBWer1DPx-F7vvhcg>.

If you are interested in providing oral comments real-time during the meeting, you must join the Zoom webinar at <https://zoom.us/j/94555725886> password: 353788.

During the meeting:

- 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, 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 are unable to participate in real-time, you may email to [PublicComment@losgatosca.gov](mailto:PublicComment@losgatosca.gov) with the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment) or “Verbal Communications – Non Agenda Item.” Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. The Mayor has the option to modify this action on items based on comments received.

**REMOTE LOCATION PARTICIPANTS**

*The following Council Members are listed to permit them to appear electronically or telephonically at the Town Council meeting: MAYOR MARCIA JENSEN, VICE MAYOR BARBARA SPECTOR, COUNCIL MEMBER ROB RENNIE, COUNCIL MEMBER MARICO SAYOC. All votes during the teleconferencing session will be conducted by roll call vote.*

## MEETING CALLED TO ORDER

## ROLL CALL

## CLOSED SESSION REPORT

## COUNCIL / MANAGER MATTERS

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

- [1.](#) Approve Draft Minutes of the May 26, 2020 Special Town Council Meeting.
- [2.](#) Approve Draft Minutes of the June 2, 2020 Town Council Meeting.
- [3.](#) Approve the Draft Minutes of the June 8, 2020 Special Town Council Meeting.
- [4.](#) Adopt a Resolution Requesting that the County of Santa Clara Board of Supervisors Consolidate a General Municipal Election to be Held on November 3, 2020 with the State-wide Presidential General Election to be Held on that Date Pursuant to Section 10403 of the Elections Code and Authorizing Other Related Actions.
- [5.](#) Approve Town Council Meeting Schedule For 2020-21 Fiscal Year.
- [6.](#) Authorize the Town Manager to Execute an Agreement with the Los Gatos Chamber of Commerce to Provide a Subsidy for the Los Gatos Chamber of Commerce to Manage the Town's Visitors Information Center and Assist with Related Community Vitality Initiatives in an Amount Not to Exceed \$55,000.
- [7.](#) Authorize the Town Manager to Execute a Second Amendment to Extend the Existing Agreement for Cablecasting and Livestreaming Services with KCAT-TV until August 31, 2020 while Town Staff and KCAT Representatives Finish Negotiating Terms for a New Five-Year Agreement.
- [8.](#) Approve an Amendment to the Classification Plan to Create a Flexibly Staffed Equipment Mechanic Job Series and Correct the Title of Assistant Parks and Public Works Director.
- [9.](#) Local Government Planning Support Grant Program Funds
  - a. Adopt a Resolution to Authorize Application for, and Receipt of, Local Government Planning Support Grant Program Funds.
  - b. Authorize FY 2020/21 Revenue and Expenditure Budget Adjustments in the Amount of \$150,000 to Recognize Receipt and Expenditure of California Department of Housing and Community Development Grant Funds.
- [10.](#) Authorize the Town Manager to Execute a First Amendment to the Agreement with Kimley-Horn and Associates, Inc., Modifying the Scope and Increasing the Total Compensation by \$139,430.32 for a Total Contract Amount not to Exceed \$339,430.32 for Engineering Design for the Winchester Boulevard Class IV Bikeway Project (CIP# 411-813-0240).

- [11.](#) Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2020/21 Funded by State Senate Bill 1 (SB1), The Road Repair and Accountability Act of 2017.
- [12.](#) Receive the Final Report on the Wildland Urban Interface (WUI) Area Hazardous Vegetation (Brush) Abatement Annual Program for 2020.

**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 comment. In the event additional comments 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.)*

**PUBLIC HEARINGS** *(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.)*

- [13.](#) Consider Approval of Amendments and Introduce the Draft Ordinance by Title Only to Amend Chapter 29 (Zoning Regulations) of the Town Code Regarding Vehicle Sales, Town Wide. Town Code Amendment Application A-20-003. Applicant: Town of Los Gatos.
- [14.](#) Authorize the Following Actions for Landscape and Lighting Assessment Districts No. 1 and 2:
  - a. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Blackwell Drive Benefit Zone.
  - b. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Kennedy Meadows Benefit Zone.
  - c. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Santa Rosa Heights Benefit Zone.
  - d. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Vasona Heights Benefit Zone.
  - e. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Hillbrook Drive Benefit Zone.
  - f. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 2-Gemini Court Benefit Zone.

**OTHER BUSINESS** *(Up to three minutes may be allotted for each comment on any of the following items consistent with the Participation Instructions contained on page 2 of this agenda.)*

15. Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

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

*Writings related to any item on the Town Council meeting agenda are available on the official Town of Los Gatos website.*

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



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**DRAFT  
Minutes of the Town Council Special Meeting  
May 26, 2020**

The Town Council of the Town of Los Gatos conducted a special meeting via Teleconference, due to COVID-19 Shelter in Place guidelines on Tuesday, May 26, 2020, at 7:00 p.m.

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

**ROLL CALL**

Present: Mayor Marcia Jensen (remote participant), Vice Mayor Barbara Spector (remote participant), Council Member Rob Rennie (remote participant), Council Member Marico Sayoc (remote participant).

Absent: None

**VERBAL COMMUNICATIONS**

Paulette Altmaier, Chamber of Commerce

- Read an open letter to Dr. Cody which challenged the directives of the Santa Clara County Public Health Order in support of businesses and revitalizing the economy.

Heidi Owens

- Requested the Zoom Teleconference meeting links and password be put on meeting agendas moving forward.

Silvana Casale

- Agreed with a previous speaker regarding the letter to Dr. Cody, expressed concern that the Shelter-In-Place Order is a detriment to children's health, and requested that the Town convene a committee to discuss this.

**OTHER BUSINESS**

1. Consider Options and Provide Direction to Staff on Next Steps for Economic Recovery and Community Vitality Opportunities.

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

Opened Public Comment.

Item #1 continued-

Randi Chen, Chamber of Commerce

- Offered support to the businesses of Los Gatos, and requested that Council reallocate funds to reopen the Town businesses and partner with the Chamber of Commerce to support local businesses.

Jim Foley, Los Gatos Food and Wine Group

- Requested the Council to allocate funds to support local businesses and economic vitality.

Maria Ristow

- Requested the Council implement the Dixon Parking Study by installing signage to identify downtown parking lot locations and establishing an employee parking permit program.

Mike Calise

- Requested the Council allocate funds to support economic vitality, supported temporary parklets to encourage outdoor dining, requested the Town to partner with the Chamber of Commerce, and commented that the Los Gatos/Monte Sereno Police Department would play a vital role in enforcing physical distancing.

Kevin Youkilis, Loma Brewing Company

- Supported reopening businesses.

Michael Burke

- Opposed closing North Santa Cruz Avenue, and suggested using the parking spots along North Santa Cruz as a pedestrian walkway instead of temporary parklets and utilizing the sidewalk for restaurant tables.

Niki Jaimes, Vagabond Marketing and Engage Los Gatos

- Supported reopening businesses and suggested the Engage Los Gatos social media campaign shift focus toward Engage Los Gatos Safely to encourage economic vitality.

David MacGregor Scholes, Redemption and Los Gatos Chamber of Commerce

- Supported reopening businesses and requested the Town allocate funds to support local businesses and economic vitality.

Kristina Taroni

- Supported reopening business and temporary parklets suggested unified parklets, supported closing North Santa Cruz on weekends as a trial period, and requested the Council allocate funds for a long-term revitalization project.

Item #1 Public Comment continued –

Catherine Somers, Los Gatos Chamber of Commerce

- Supported reopening businesses, suggested reallocating two million dollars to the revitalization project by changing the 2020/2021 budget, requested the Council prioritize the best ideas to reopen economy, and asked that staff partner with the Chamber of Commerce to develop methods to implement ways to reopen the economy.

Ginger Rowe, Time Out Clothing

- Supported opening businesses, requested the Council contact the County of Santa Clara to request the Town reopen, and commented that curbside pickup will not sustain businesses.

Andrea Romano, Cin-Cin and Centonove

- Requested that the Town ease restrictions for the use sidewalks for restaurant dining, supported the addition of outside seating in creative ways, hoped for a reduction of beach traffic in the downtown area, commented that process streamlining is critical, stated that curbside pickup is not sustainable, and encouraged the County of Santa Clara to allow Los Gatos businesses to reopen.

Michele Jehenson

- Supports the business community, closing North Santa Cruz Avenue and closing the on-ramp onto Highway 17 southbound to mitigate beach traffic during the warmer weather.

Jennifer McRay, Kismet Boutique

- Suggested marketing Los Gatos as an outdoor shopping and dining environment and reducing beach traffic in the downtown area not necessarily by closing North Santa Cruz Avenue.

Lynn Kennedy

- Suggested the Town facilitate access to businesses without encouraging gatherings and keeping all parking lots and streets open for regular traffic flow. Supported curbside pickup and temporary parklets. Requested the Town discourage pop-up parks, not allow amplified noise outdoors, and not allow North Santa Cruz to close.

Heidi Owens

- Suggested long-term strategy with short-term fixes to enable the Los Gatos business community to allocate two million dollars for recovery through December 31, 2020, and requested Council remain flexible and anticipate re-evaluating the budget and consider business license waivers and/or refunds to provide business support.



Item #1 Public Comment continued –

Katie Dhuey, Affordable Treasures

- Thanked the Town Council for holding this special meeting, and thanked the Chamber of Commerce and the Los Gatos Business owners for participating.

Alex Hult, Flights Restaurant Group

- Supported closing North Santa Cruz Avenue on weekends beginning Saturday at 1:00 p.m.

Josh Allen, Sidecar Modern Tavern

- Supported sidewalk and temporary parklet seating.

Jill Milton

- Requested the Town encourage the County to allow Los Gatos businesses to reopen.

Brian Edwards, Hapa's Brewing Company

- Requested the Town make the process of opening a new business easier by streamlining the planning stage of the application process.

Lee Streitz

- Supported closure of North Santa Cruz Avenue.

Jennifer Croll

- Supported utilizing public outdoor spaces for businesses and closure of North Santa Cruz to help mitigate traffic during the busy summer season.

Marsie Sweetland

- Supported small businesses.

Closed Public Comment.

Council discussed the matter.

**Motion by Council Member Sayoc to**

Repurpose \$1.9 million from the Downtown Streetscape Capital Improvement Project towards COVID-19 Economic Recovery to implement the ideas heard this evening, work with the Chamber on outreach, and be adaptable and flexible to changing needs.

Seconded by **Council Member Rennie.**

**VOTE: Motion passed unanimously.**

Item #1 continued –

**Motion by Council Member Sayoc to**

Approve process streamlining as outlined in the staff report and absorb Conditional Use Permit (CUP) fees specific for businesses for one year and with a review at six months.

Seconded by **Council Member Rennie**.

**VOTE: Motion passed unanimously.**

**Motion by Mayor Jensen to**

- Close on-street parking on North Santa Cruz Avenue and Main Street in the C-2 district, except for curbside pickup, to allow businesses in the area to use the space;
- Do not close North Santa Cruz Avenue;
- Be prepared to purchase planters to implement parking closures;
- Direct staff to move forward with implementing the Parking Study by installing signage on North Santa Cruz Avenue identifying parking for curbside pickup and longer stay parking; and
- Allocate funds from the repurposed Downtown Streetscape project for these items.

Seconded by **Council Member Rennie**.

**VOTE: Motion passed unanimously.**

**ADJOURNMENT**

The meeting adjourned at 9:15 p.m.

Submitted by:

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Jenna De Long, Deputy Clerk



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**DRAFT  
Minutes of the Town Council Meeting  
June 2, 2020**

The Town Council of the Town of Los Gatos conducted a regular meeting via Teleconference, due to COVID-19 Shelter in Place guidelines, on Tuesday, June 2, 2020, at 7:00 p.m.

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

**ROLL CALL**

Present: Mayor Marcia Jensen (remote participant), Vice Mayor Barbara Spector (remote participant), Council Member Rob Rennie (remote participant), Council Member Marico Sayoc (remote participant).

Absent: None

**PRESENTATIONS**

- i. Outgoing Youth Commissioners
- ii. Youth Commission Business of the Year and Green Business of the Year
- iii. Library Phases

**COUNCIL/TOWN MANAGER REPORTS**

**Council Matters**

- Council Member Rennie attended the remote Valley Transportation Authority (VTA) Capital Projects Committee and Congestion Management Committee, continued to work with West Valley Community Services, and continued to deliver meals with Live Oak Nutrition.
- Council Member Sayoc stated she attended League of California Cities (LCC) and Cities Association meetings.
- Vice Mayor Spector stated she attended the West Valley Solid Waste board meeting.
- Mayor Jensen stated she is working with other elected officials in response to the COVID-19 Public Health Orders, and she attended Santa Clara County Health meetings.

**Manager Matters**

- Commented that the new Public Health Order allows outdoor dining and in-shop retail. Encouraged businesses to contact Economic Vitality Manager Monica Renn with any questions.

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

1. Approve Council Meeting Minutes May 19, 2020.
2. Adopt a Resolution Approving the Vacant Land Purchase Agreement and First Amendment to the Agreement for the Sale of Town-Owned Property Located on 20 Dittos Lane, Authorizing the Town Manager to Execute all Documents Needed to Complete the Transaction in a Form Acceptable to the Town Attorney.
3. Adopt a Resolution to Provide 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.
4. Approve the Scoring Rubric for the Town's Community Grant Program.
5. Receipt and Expenditure of California State Library Grant Funds.
6. State Homeland Security Grant Program (SHSGP)
  - a. Accept State Homeland Security Grant Program (SHSGP) funding and authorize budget adjustments in the amount up to \$102,000 to recognize grant funding from SHSGP.
  - b. Authorize Town Manager to execute required agreement and grant documents to receive funds in accordance with SHSGP requirements.
7. Operating and Capital Budgets
  - a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carryforward appropriations
  - b. Adopt a resolution approving commitment of fund balances under GASB 54.
  - c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.
8. Approve an Expenditure Budget Adjustment in the General Fund (Restricted PARS Pension Trust Assets) in the Amount of \$4,753,965 to Reflect the Payment from the PARS Restricted Pension Trust Assets Reported in the General Fund to CalPERS During FY 2019/20.
9. Authorize the Town Manager to Amend the Scope of Services to the Construction Agreement with Silicon Valley Paving for the Creek Trail, Park Pathway, and Parking Lot Seal Coat and Striping Project (18-831-4609) in an Amount of \$50,000 for Additional Work, for a Total Contract Amount Not To Exceed \$191,180 Including a 10% Contingency.
10. Authorize the Following Actions for the Massol Intersection Improvements Project (19- 813-0236): a. Approve the Plans and Specifications; b. Authorize the Town Manager to Advertise the Project for Bid; c. Authorize the Town Manager to Award and Execute a Construction Agreement in an Amount not to Exceed \$349,760, Including Contingencies and Change Orders; and d. Authorize Staff to Execute Future Change Orders in an Amount not to Exceed Twenty Percent of the Contract Award Amount.
11. Authorize the Town Manager to Negotiate and Execute an Agreement with Econolite Systems, Inc. in an Amount Not to Exceed \$581,649 for the Adaptive Signal Control and Advanced Traffic Management Systems for the Los Gatos Smart Signals Project (Project #813-0227 Traffic Signal Modernization).

Consent Items continued -

12. Authorize the Town Manager to Execute a Second Amendment to the Agreement for Services with Brightview Tree Care Services, Inc. to: a. Increase Compensation for FY 2019/20 in an Amount of \$47,000 for a Total Annual Contract Amount Not to Exceed \$247,000. b. Increase Compensation for FY 2020/21 in an Amount of \$147,000 for a Total Annual Contract Amount not to Exceed \$247,000, for a Total Agreement Amount Not to Exceed \$941,000. c. Approve a budget transfer of \$47,000 in FY 2019/20 from the Town's Tree Replacement Fund to the Streets and Signals Program budget.
13. Authorize the Town Manager to Execute an Agreement with SWCA Environmental Consultants in the Amount of \$199,828.

Items 2 and 7 were pulled from the Consent Items.

**MOTION: Motion by Council Member Sayoc** to approve Consent Items with the exception of items 2 and 7. **Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously** with **Council Member Sayoc** abstaining from item 4.

## VERBAL COMMUNICATIONS

Rob Stump

- Commented in support of wildfire safety and encouraged the Town to prioritize wildfire safety and evacuation plans by addressing street width to allow emergency vehicle access.

Michael Burke

- Expressed concern regarding protests.

Margaret Jacobson

- Expressed concerns regarding the continued shelter-in-place Order and requested that the Council contact Santa Clara County Public Health Officer Dr. Sara Cody to allow the Town to reopen.

Jon Witty

- Commented in support of wildfire safety through improved communication procedures, technology, and evacuation routes.

Julie Evarkiou, Wavelength Salon

- Requested that the Council allow the salons to reopen.

Verbal Communications continued -

Teryle Ward, Wavelength Salon

- Requested that the Council allow the salons to reopen.

Heidi Owens

- Thanked the Town Council and the Town Clerk for publishing the Zoom teleconferencing meeting link and password on the meeting agenda.

### **ITEMS PULLED FROM CONSENT**

2. Adopt a Resolution Approving the Vacant Land Purchase Agreement and First Amendment to the Agreement for the Sale of Town-Owned Property Located on 20 Dittos Lane, Authorizing the Town Manager to Execute all Documents Needed to Complete the Transaction in a Form Acceptable to the Town Attorney.

Arn Andrews, Assistant Town Manager, presented the staff report.

Mayor Jensen opened public comment.

Sarah Chaffin

- Thanked the Council for moving forward with the Dittos Lane project.

Lee Quintana

- Commented with questions regarding the process of the project.

Heidi Owens

- Requested the item be continued to the next Council meeting to allow for public input, requested clarification regarding the contract providing property or development rights and suggested that this item should not have been placed on the consent calendar.

Mayor Jensen closed public comment.

Council discussed the matter.

**MOTION: Motion by Council Member Sayoc** to adopt a resolution approving the vacant land purchase agreement and first amendment to the agreement for the sale of town-owned property located on 20 Dittos Lane, authorizing the Town Manager to execute all documents needed to complete the transaction in a form acceptable to the Town Attorney. **Seconded by Vice Mayor Spector.**

**VOTE: Motion passed unanimously.**

7. Operating and Capital Budgets

- a. Adopt a resolution approving the Town of Los Gatos Fiscal Year (FY) 2020/21 Operating Budget and FY 2020/21 – 2024/25 Capital Improvement Program (CIP), new appropriations, other approved adjustments, minor corrections, and carryforward appropriations.
- b. Adopt a resolution approving commitment of fund balances under GASB 54.
- c. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.

Laurel Prevetti, Town Manager, presented the staff report.

Mayor Jensen opened public comment.

Matthew Hudes

- Commented that there is not enough flexibility in the budget and suggested specific actions that the Council could take to understand different revenue scenarios.

Sean Clark

- Expressed concern regarding increased police funding and requested funds be reallocated to the community purposes, such as environmental sustainability.

Eve Javie

- Expressed concern regarding increased police funding and requested funds be reallocated to the environmental sustainability.

Sierra Barsten

- Expressed concern regarding increased police funding and requested funds be reallocated to the environmental sustainability.

Kira Barsten

- Expressed concern regarding increased police funding and requested funds be reallocated to the community and climate action plans.

Rebecca Nishide

- Expressed concern regarding increased police funding and requested funds be reallocated to the community for mental health services provided by another Department.

Dinu Abeywickrema

- Expressed concern regarding increased police funding and requested funds be reallocated to the small business community.

Public comment was closed.

Item #7 continued -

Council discussed the matter.

**MOTION: Motion by Mayor Jensen to**

1. Adopt a resolution approving the Town of Los Gatos fiscal year (FY) 2020/21 operating budget and FY 2020/21 – 2024/25 capital improvement program (CIP), new appropriations, other approved adjustments, minor corrections, and carryforward appropriations.
2. Adopt a resolution approving commitment of fund balances under GASB 54.
3. Confirm the General Fund Reserve Policy, Long term Debt Policy, Investment Policy, and IRS Section 115 Pension Trust and OPEB Trust Investment Policy.
4. Reiterate fire safety as a budget priority.

**Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously.**

**PUBLIC HEARINGS**

14. Consider Approval of a Temporary Sign Permit Application on Property Zoned C-1:PD Located at 110 E. Main Street. APN 529-34-108. Temporary Sign Permit Application SN20-029. Property Owner: Town of Los Gatos. Applicant: Veterans Memorial and Support Foundation of Los Gatos

Sean Mullin, Associate Planner, presented the staff report.

Mayor Jensen opened public comment.

John Lochner

- Supported the temporary sign permit.

Lee Quintana

- Opposed the temporary sign permit and recommended that the Council modify the zoning code to allow the sign.

Heidi Owens

- Supported the temporary sign permit.

Public Hearing closed.

Council discussed the matter.



PAGE 7 OF 7

SUBJECT: Draft Minutes of the Town Council Meeting of June 2, 2020

DATE: June 11, 2020

Item #14 continued -

**MOTION: Motion by Council Member Sayoc** to approve a temporary sign permit application on property zoned C-1:PD located at 110 E. Main Street. APN 529-34-108. Temporary sign permit application SN20-029. Property owner: Town of Los Gatos. Applicant: Veterans Memorial and Support Foundation of Los Gatos. **Seconded by Vice Mayor Spector.**

### **ADJOURNMENT**

The meeting adjourned at 9:12 p.m.

Submitted by:

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Jenna De Long, Deputy Clerk



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**DRAFT  
Minutes of the Special Town Council Meeting  
June 8, 2020**

The Town Council of the Town of Los Gatos conducted a special meeting via Teleconference, due to COVID-19 Shelter in Place guidelines, on on Monday, June 8, 2020, at 7:00 p.m.

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

**ROLL CALL**

Present: Mayor Marcia Jensen (remote participant), Vice Mayor Barbara Spector (remote participant), Council Member Rob Rennie (remote participant), Council Member Marico Sayoc (remote participant).

Absent: None

**VERBAL COMMUNICATIONS**

Michael Burke

- Supports helping local businesses. Suggested applying streamlining processes to existing businesses.

**OTHER BUSINESS**

1. Los Gatos Community Vitality and Economic Recovery Initiative
  - a. Provide Direction to Staff on Parklet Barrier Options for the Town's Community Vitality and Economic Recovery Initiative.
  - b. Authorize the Town Manager to purchase the necessary resources to implement the program up to \$750,000.

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

Mayor Jensen opened public comment.

Greg van den Dries

- Commented in support of temporary closure of N. Santa Cruz Avenue as opposed to expanding temporary parklets.

Andrea Romano, Centonove and Cin-Cin

- Supports implementing K-rails as soon as possible.

Item #1 public comment continued -

Randi Chen

- Supports implementing K-rails until planters arrive.

David MacGregor Scholes

- Supports implementing K-rails as soon as possible.

Maria Ristow

- Supports K-rails until planter arrive. Suggested waiting a week after K-rails are implemented to obtain feedback from businesses regarding whether to move forward with planter purchases.

Sue Farewell

- Supports implementing K-rails as soon as possible and waiting two weeks to obtain feedback from businesses regarding whether to move forward with planter purchases.

Lynn Kennedy

- Supports implementing K-rails as soon as possible for the duration of the temporary parklets. Requested the Town refrain from purchasing planters. Suggested renting trees for the temporary parklets.

Public Hearing closed.

Council discussed the matter.

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

- Implement K-rail as soon as possible
- Allow businesses to decorate K-rail; the Town may decorate the K-rail if the businesses don't
- Put up K-rail in locations where the businesses have requested it
- Prepare for additional K-rail requests
- Determine at a later date if planters are necessary
- Designate/cluster curbside pickup areas
- Keep general use parking available

**Seconded by Council Member Sayoc.**

**VOTE: Motion passed unanimously.**

PAGE 3 OF 3

SUBJECT: Draft Minutes of the Town Council Meeting of June 2, 2020

DATE: June 9, 2020

Item #1 continued -

**MOTION: Motion by Council Member Rennie** to authorize the Town Manager to purchase the necessary resources to implement the program up to \$150,000. **Seconded by Council Member Sayoc.**

**VOTE: Motion passed unanimously.**

### **ADJOURNMENT**

The meeting adjourned at 7:34 p.m.

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Jenna De Long, Deputy Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 4

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DATE: June 4, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Requesting that the County of Santa Clara Board of Supervisors Consolidate a General Municipal Election to be Held on November 3, 2020 with the State-wide Presidential General Election to be Held on that Date Pursuant to Section 10403 of the Elections Code and Authorizing Other Related Actions

**RECOMMENDATION:**

Adopt a resolution requesting that the County of Santa Clara Board of Supervisors consolidate a General Municipal Election to be held on November 3, 2020 with the state-wide Presidential General Election to be held on that date pursuant to Section 10403 of the Elections Code and authorizing other related actions.

**DISCUSSION:**

Every election year, the Town is required to adopt a resolution regarding the consolidation of the municipal election with state-wide or federal elections. In addition, the resolution addresses financial issues as required by law. Specifically, Proposition 73, approved by the voters June 1988, prohibits public financing of candidates for elected office in California. Specifically, Government Code Section 85300 provides as follows:

"No public officer shall expend and no candidate shall accept any public moneys for the purpose of seeking elective office."

Therefore, this resolution provides that each candidate is required to pay the actual costs of printing, handling, and translating the candidate's statement which is incurred by the Town, up to the maximum allowed by the Elections Code. The resolution further directs that the Town Clerk is required to provide written notice to such effect with each set of nomination papers

**PREPARED BY:** Shelley Neis  
Town Clerk

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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: Adopt a Resolution Requesting that the County of Santa Clara Board of Supervisors Consolidate a General Municipal Election to be Held on November 3, 2020 and Related Actions

DATE: June 4, 2020

DISCUSSION (continued):

issued. Per the Registrar of Voters, the estimated fee per candidate statement is \$2,880.00. The full amount of \$2,880.00 goes to the County Registrar of Voters for the translation of the candidate's statement into six other languages and the printing of the candidate's statement in the Registrar of Voter's choice of two languages.

Under Section 10228 of the Elections Code and Town Code Section 2.30.011, there is also a required filing fee of \$25.00 which covers some of the Town's costs for the processing of candidates' nomination papers.

COORDINATION:

This report has been coordinated with the Town Attorney.

FISCAL IMPACT:

The total cost of the November 2018 General Election for three Council seats and one measure was \$93,168.00. The Fiscal Year 2020/21 Adopted Budget includes the \$184,800.00 estimated cost for the November 2020 Presidential General Election for three Council seats and two measures. The fees charged to the candidates will offset some of the costs of the services rendered for filing and printing candidate statements and the translation and printing charges for the 200-word candidate statements.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Resolution requesting consolidation of elections

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
APPOINTING THE TOWN CLERK AS THE TOWN'S ELECTION OFFICIAL AND  
ORDERING AND CALLING A GENERAL MUNICIPAL ELECTION  
TO BE HELD IN THE TOWN OF LOS GATOS ON NOVEMBER 3, 2020;  
REQUESTING SANTA CLARA COUNTY BOARD OF SUPERVISORS TO AUTHORIZE THE  
REGISTRAR OF VOTERS TO PROVIDE ELECTION SERVICES; REQUESTING  
CONSOLIDATION OF A PRESIDENTIAL GENERAL STATE ELECTION WITH LOS GATOS  
MUNICIPAL ELECTION AND SPECIFYING CERTAIN PROCEDURES FOR THE  
CONSOLIDATED ELECTION; DETERMINING TO LEVY THE COST OF CANDIDATES'  
STATEMENTS; REQUIRING PAYMENT OF CANDIDATES' FILING FEES; AND  
PROVIDING FOR GIVING NOTICE OF ELECTION FOR THE PURPOSE OF ELECTING  
THREE COUNCIL MEMBERS**

**WHEREAS**, the Los Gatos Town Council does hereby appoint and declare that the Town Clerk shall act as the Elections Officer for the Town of Los Gatos; and,

**WHEREAS**, Los Gatos Town Code Section 2.30.010 provides that the general municipal election for the Town of Los Gatos shall be held on the day of the state wide general election;

**WHEREAS**, pursuant to Part 3 of Division 10 of the California Elections Code, a general municipal election may be consolidated with a statewide election; and

**WHEREAS**, a statewide election will be held on November 3, 2020;

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Los Gatos:

1. A general municipal election hereby is called to be held in and for the Town of Los Gatos on Tuesday, November 3, 2020, to elect three (3) Council Members, two for a full term of four (4) years and one with a partial term of two (2) years.

2. Pursuant to Elections Code Section 10002, the Town Council hereby requests the Board of Supervisors of the County of Santa Clara to make available the services of the Registrar of Voters for the purpose of performing the usual services necessary in the conduct of the consolidated general municipal election, including the provisions of election supplies and voters' pamphlets; and that upon approval of such requests, the Registrar of Voters of the County of Santa Clara shall be reimbursed for all costs incurred by said services.

ATTACHMENT 1

3. Pursuant to Elections Code commencing with Section 10400, the Town Council hereby requests the Board of Supervisors of the County of Santa Clara to order the consolidation of the general municipal election to be conducted within the boundaries of the Town of Los Gatos on November 3, 2020, with respect to which the Board of Supervisors of the County of Santa Clara has the power to order a consolidation. The Town Council further consents to and orders the consolidation of the general municipal election hereby called with the statewide general election and acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418.

4. The Town Clerk is hereby authorized and directed to publish a notice of the general municipal election within the time and in the manner specified in the Elections Code Section 12112. The Town Clerk is further authorized and directed to do all other things required by law to hold the general municipal election above provided.

5. Pursuant to Section 13307 of the Elections Code, the Town Council hereby determines to levy against each candidate availing himself or herself of the service of including a candidate's statement not to exceed two hundred (200) words in length in the voter's pamphlet, the actual costs of printing, handling and translating the candidate statement, incurred by the Town of Los Gatos. The Town Clerk shall provide written notice to such effect with each set of nomination papers issued and shall require payment of the estimated cost at the time the candidate statement is filed.

6. Pursuant to Section 10228 of the Elections Code, and Town Code Section 2.30.011, each candidate shall pay a filing fee in the amount of twenty five dollars (\$25.00), which amount the Town Council hereby determines to be the amount which is proportionate to the costs of processing a candidate's nomination papers by the Town of Los Gatos. The Town Clerk shall provide written notice to such effect with each set of nomination papers issued.

7. The Town Clerk is hereby authorized and directed to certify to the adoption of this resolution and to transmit a certified copy to the Board of Supervisors of the County of Santa Clara and to the Registrar of Voters of the County of Santa Clara.



**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos this 16<sup>th</sup> day of June 2020 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: 06/16/2020

ITEM NO: 4

DESK ITEM

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DATE: June 4, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution Requesting that the County of Santa Clara Board of Supervisors Consolidate a General Municipal Election to be Held on November 3, 2020 with the State-wide Presidential General Election to be Held on that Date Pursuant to Section 10403 of the Elections Code and Authorizing Other Related Actions

REMARKS:

After the publication of the agenda packet, the Clerk's office was notified by the Santa Clara County Registrar of Voters (ROV) office that each jurisdiction must notify the ROV of the preferred method in the case of a tie breaker, either by lot or run-off election.

Staff is recommending the lot option (Election Code 15651(b)) so as not to incur additional costs for a special election.

Attachment previously received with the staff report:

1. Draft Resolution requesting consolidation of elections

PREPARED BY: Shelley Neis  
Town Clerk

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

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 5

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DATE: June 1, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve Town Council Meeting Schedule For 2020-21 Fiscal Year

**RECOMMENDATION:**

Approve Town Council Meeting Schedule For 2020-21 Fiscal Year

**BACKGROUND:**

Each year in June, the Town Council adopts the following fiscal year's Town Council Meeting Schedule, including any cancellations and/or meeting exceptions necessary.

**DISCUSSION:**

In 2004, the Town Council implemented the cancellation of its July meetings for a Summer recess period. In 2005, Council implemented the cancellation of the first meeting in January each year, primarily due to the light level of staffing with the annual holiday closure. Additionally, on June 2, 2014, the Town Council approved and amended Los Gatos Town Code Section 2.20.010 changing the regular Council meeting day from Mondays to Tuesdays, effective August 2014.

However, due to continued needs resulting from the public health crisis and the potential necessity to facilitate Town business through Summer, the attached schedule reflects two Town Council meeting dates for July 2020. If events do not necessitate the need for July meeting dates, in coordination with the Mayor the meetings will be cancelled.

Lastly, both regularly scheduled Council meetings have historically taken place each December, even if the second meeting falls in close proximity to the holidays. For example, in past years going back to 2009, meetings have taken place on December 20 and 21. Staff recommends the

**PREPARED BY:** Janette Judd  
Executive Assistant to the Town Manager

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

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PAGE 2 OF 2

SUBJECT: Approve Town Council Meeting Schedule For 2020-21 Fiscal Year

DATE: June 1, 2020

DISCUSSION (Continued):

current proposed Council meeting date of December 15, 2020 be approved inclusively with the attached schedule.

CONCLUSION:

The attached schedule includes the July 2020 meeting dates and a January 2021 cancellation referenced above, with remaining dates reflective of the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday schedule per Town Code. The attached schedule does not show dates for any potential Council Retreat, Boards/Commissions Interviews or Retreat, or Special Meetings of the Town Council. In past years, Retreats have generally been held early in the calendar year or as needed, and Special Meetings are held on an as needed basis.

Staff recommends that the Town Council approve the proposed regular Town Council Meeting Schedule for the 2020/2021 Fiscal Year.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the schedule.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Town Council Meeting Schedule - 2020/2021 Fiscal Year



## TOWN COUNCIL MEETING SCHEDULE 2020/2021 FISCAL YEAR

July 7, 2020	Regular Council Meeting
July 21, 2020	Regular Council Meeting
August 4, 2020	Regular Council Meeting
August 18, 2020	Regular Council Meeting
September 1, 2020	Regular Council Meeting
September 15, 2020	Regular Council Meeting
October 6, 2020	Regular Council Meeting
October 20, 2020	Regular Council Meeting
November 3, 2020	Regular Council Meeting
November 17, 2020	Regular Council Meeting
December 1, 2020	Regular Council Meeting
December 15, 2020	Regular Council Meeting
<del>January 5, 2021</del>	<del>Regular Council Meeting</del> <b>CANCELLED</b>
January 19, 2021	Regular Council Meeting
February 2, 2021	Regular Council Meeting
February 16, 2021	Regular Council Meeting
March 2, 2021	Regular Council Meeting
March 16, 2021	Regular Council Meeting
April 6, 2021	Regular Council Meeting
April 20, 2021	Regular Council Meeting
May 4, 2021	Regular Council Meeting
May 18, 2021	Regular Council Meeting ( <i>Annual Budget Hearing</i> )
June 1, 2021	Regular Council Meeting
June 15, 2021	Regular Council Meeting

***All Council Meetings Listed on This Meeting Schedule Are Regular Meetings as Defined In Municipal Code Section 2.20.010 (Government Code Section 54954)***



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 6

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DATE: June 10, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute an Agreement with the Los Gatos Chamber of Commerce to Provide a Subsidy for the Los Gatos Chamber of Commerce to Manage the Town's Visitors Information Center and Assist with Related Community Vitality Initiatives in an Amount Not to Exceed \$55,000.

**RECOMMENDATION:**

Authorize the Town Manager to execute an agreement with the Los Gatos Chamber of Commerce to provide a subsidy for the Los Gatos Chamber of Commerce to manage the Town's Visitors Information Center and assist with related community vitality initiatives in an amount not to exceed \$55,000.

**BACKGROUND:**

In 2001, an agreement for services with the Los Gatos Chamber of Commerce was first executed to include the operation and management of the Town's Information Center as well as coordination of the Town's annual Leadership Los Gatos program. Annual renewals with modifications as needed have been approved by the Council every year thereafter.

The contract amount has increased over time with the most recent increase taking place for FY 2019/20 from a not to exceed amount of \$45,000 to a not to exceed amount of \$60,000, allocated as \$55,000 for Visitor Information Center Services and \$5,000 for the assistance with the Town's Leadership Los Gatos program. The Council approved an amendment to the agreement for FY 2019/20 to extend the final payment of Leadership Los Gatos until a time in which the program may be completed, or by June 30, 2021.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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

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DISCUSSION:

In a typical year, the Chamber of Commerce provides support to the Town with the services rendered through the Visitor's Information Center as described in the Agreement for Services (Attachment 1) and the Scope of Services (Attachment 1, Exhibit A). This attachment includes the executed agreement for FY 2019/20.

Given the current dynamic situation of the COVID-19 pandemic, and the uncertain environment around visitor options and business activities, staff is recommending that the Agreement for Services be reformatted to a subsidy format to allow more flexibility in how the Chamber utilizes the funds to support the Town's visitors and businesses. The one provision that would remain in place is that the Chamber promotes all businesses, regardless of their Chamber membership, when producing maps, guides and other marketing collateral for the purpose of attracting visitors and promoting Los Gatos.

In addition, the Town will not be facilitating the Leadership Los Gatos program for the 2020-2021 session due to COVID-19 uncertainties, thus these funds and duties are not included in the subsidy or agreement.

If approved by the Town Council, staff would prepare an agreement that memorializes this approach and would include a payment schedule for distributing the subsidy evenly throughout the fiscal year. In early 2021, Town staff would evaluate the status of the environment and feasibility of reinstating Leadership Los Gatos, then make a recommendation to the Town Council for the format (subsidy versus agreement for services) for a prospective agreement with the Chamber of Commerce for FY 2021/2022.

CONCLUSION:

The Chamber of Commerce is a key community partner that attracts and informs Los Gatos visitors, and promotes and supports the businesses community through events and programs that benefit businesses beyond their membership.

Thus, staff is recommending that the Town Council authorize the Town Manager to execute an agreement with the Los Gatos Chamber of Commerce to provide a subsidy for the Chamber to manage the Town's Visitors Information Center and assist with related community vitality initiatives in the amount not to exceed \$55,000.

FISCAL IMPACT:

Funds for this contract have been included in the approved budget for FY 2020/21.

PAGE 3 OF 3

SUBJECT: Los Gatos Chamber of Commerce Annual Agreement

DATE: June 10, 2020

ENVIRONMENTAL ASSESSMENT:

The proposed agreement is not a project under the California Environmental Quality Act and no environmental analysis is required.

Attachment:

1. Executed copy of the Los Gatos Chamber of Commerce Agreement with Exhibit A, Scope of Services for FY 2019/20



**AGREEMENT FOR SERVICES BY AND BETWEEN THE TOWN OF LOS GATOS AND THE TOWN OF LOS GATOS CHAMBER OF COMMERCE FISCAL YEAR 2019/2020**

THIS AGREEMENT is made and entered into on June 18, 2019, by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and LOS GATOS CHAMBER OF COMMERCE, ("Chamber"), whose address is 10 Station Way, Los Gatos, California. This Agreement is made with reference to the following facts.

**I. RECITALS**

WHEREAS, TOWN appropriated funds in its Fiscal Year 2019/2020 Budget for allocation of funds, and;

WHEREAS, Town desires to engage Chamber to provide services as permitted, and TOWN has appropriated funds for this purpose, to be utilized during the time period between July 1, 2019, and June 30, 2020, and;

WHEREAS, CHAMBER represents and warrants the truth of all statements contained in "Scope of Services" attached as Exhibit A and incorporated herein by reference.

WHEREAS, TOWN and Los Gatos Chamber of Commerce has executed an Agreement since Fiscal Year 2001, and;

WHEREAS, TOWN desires to engage the Chamber to provide Town Visitor's Information Center and Leadership Los Gatos with the Town of Los Gatos.

- 1.2 The Chamber represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Chamber warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Chamber.

**II. AGREEMENTS**

- 2.1 Scope of Services. Chamber shall provide services as described in that certain Exhibit A Chamber of Commerce Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from July 1, 2019, to June 30, 2020. Chamber shall perform the services described in this agreement as follows: provide Town Information Center and Leadership Los Gatos as outlined in Exhibit A – Scope of Services.

- 2.3 Compliance with Laws. The Chamber shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Chamber represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Chamber to practice its profession. Chamber shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Chamber shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Chamber by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Chamber in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Chamber shall not make any of these documents or information available to any individual or organization not employed by the Chamber. or the Town without the written consent of the Town before such release.
- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$60,000** for Town Visitor's Information Center and Leadership Los Gatos, inclusive of all costs.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed as described in Exhibit A.

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

Invoices:

Email to: [AP@losgatosca.gov](mailto:AP@losgatosca.gov)

Or, Mail to: Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

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

- 2.9 Annual Report. Chamber shall provide an annual report including services rendered by the Visitor's Information Center and Leadership Los Gatos no later than May 20, 2020 accounting of expenditures of the funds covered by this agreement as described in the Scope of Services. Budget reports for Leadership Los Gatos shall be provided more frequently as indicated in the Scope of Services.
- 2.10 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Chamber. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.11 Independent Contractor. It is understood that the Chamber, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Chamber may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Chamber agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Chamber shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Chamber or is based on allegations of Chamber's negligent performance or wrongdoing.
- 2.12 Conflict of Interest. Chamber understands that the professional responsibilities of the Town Information Center are solely to the Town. The Chamber has and shall not obtain any holding or interest within the Town of Los Gatos. Chamber has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Chamber warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Chamber shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Chamber discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Chamber shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.13 Use of Funds. The Chamber (Visitor Information Center) shall not use any monies received under this agreement for the endorsement, opposition or participation in any political lobbying activity involved in the support or opposition to any candidate for public office, proposed ballot measure or item pending Town Council Action.

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

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Chamber agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Chamber agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Chamber shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Chamber agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

#### General Liability:

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

- ii. The Chamber's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Chamber's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
  - iv. The Chamber's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Chamber shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Chamber shall ensure that all subcontractors employed by Chamber provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Chamber shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Chamber, or any of the Chamber's officers, employees, or agents or any subconsultant.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

- 4.3 Termination of Agreement. The Town and the Chamber shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Chamber shall deliver to the Town all plans, files, documents, reports, performed to date by the Chamber. In the event of such termination, Town shall pay Chamber an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Chamber.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

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

LOS GATOS CHAMBER OF COMMERCE  
 Attn: Catherine Somers, Executive Director  
 10 Station Way  
 Los Gatos, CA 95030

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


- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Chamber. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Recommended by:

  
\_\_\_\_\_  
Monica Renn, Economic Vitality Manager

Town of Los Gatos by:

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

Los Gatos Chamber of Commerce by:

  
\_\_\_\_\_  
Executive Director

Approved as to Form:

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

Attest:

  
\_\_\_\_\_  
Shelley Neis, Town Clerk

Agreement for Services FY19/20 Los Gatos Chamber

**SCOPE OF SERVICES  
CHAMBER OF COMMERCE • FY 2019/20**

**I. LOS GATOS VISITOR INFORMATION CENTER: \$55,000**

All services rendered as a part of this scope of services under the function of the Los Gatos Visitor Information Center shall be to the benefit and promotion of Town-wide stakeholders including businesses, residents, and visitors.

The following services and information will be coordinated and provided by the Chamber of Commerce (Chamber) as a part of the operations of the Los Gatos Visitor Information Center:

- Offer Los Gatos Visitor Information Center services from the Chamber of Commerce offices 40 hours a week, 52 weeks a year except for scheduled holiday closures.
- Respond to Los Gatos visitor and resident inquiries regarding shopping, dining, lodging, events, relocation, general commerce, and other related visitor information topics.
- Coordinate and distribute various Los Gatos marketing materials such as maps, guides, and wayfinding collateral that is open to and inclusive of all applicable businesses and business districts, and not exclusive to Chamber of Commerce membership. Marketing materials are not required to be printed and maybe formatted as the market demands including social media, online, electronic notifications, email, etc.
- Assist with the assembly and distribution of Los Gatos relocation packets in coordination with the Town.
- Promote Town events in Chamber marketing materials including email notifications and newsletters.
- Maintain a dedicated “Experience Los Gatos” webpage within the Chamber’s website in which visitors to the Town’s website will be redirected and be able to access information relating to Los Gatos merchants, restaurants, lodging, entertainment, and parking guides, inclusive of both Chamber and non-Chamber member businesses.
- Allow Town meetings with the business community to be conducted at the Chamber offices during mutually agreed upon times and days.
- Provide an annual report in May that accounts for services rendered under this agreement.
- Invoice the Town for payment of services as described in the attached agreement.

EXHIBIT A

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## II. LEADERSHIP LOS GATOS: NOT TO EXCEED \$5,000

The Chamber agrees to assist with the coordination and facilitation of the Town's Leadership Los Gatos Program. This eight-month program shall meet once a month and is intended to educate and engage Los Gatos residents and members of the Los Gatos business community on Town and community operations, with the goal of engaging participants to volunteer, lead, and participate in a variety of community organizations.

A minimum of twenty (20) qualified participants shall be enrolled by the first session for the program to be conducted, unless mutually agreed upon by the Town Manager and Chamber of Commerce Executive Director. Sessions are scheduled one time each month, October through May, and may not be cancelled, postponed, or rescheduled without written agreement between the Town and Chamber.

The Chamber will:

- Promote the Leadership program and distribute marketing materials using the branded marketing materials provided by the Town.
- Provide the application link for the program on the Chamber's website
- Assist applicants as needed during the application process.
- Collect tuition in the amount of \$400 each from participants.
- Schedule non-Town affiliated facilities and transportation, and any mutually agreed upon speakers/presenters.
- Schedule and coordinate all presenters for the "Community Connections" session.
- Coordinate the logistics of the graduation lunch.
- Copy and distribute any requested printed program materials.
- Provide coffee and light breakfast, mid-morning snacks, and lunch at each session. (Whenever possible, any food or supplies used for the program should be sourced from Los Gatos based businesses).
- Provide the Town with an updated revenue and expense report within one week of each Leadership session that includes all expenses and revenues to date, including program supplies.
- A final budget report shall be provided to the Town within thirty (30) days of the final Leadership session, along with an invoice for any expenses that exceed the tuition collected up to an additional \$1,000.

- In coordination with the Town, provide support with logistics and presentation materials, and support to participants and speakers.
- Be a visible presence and have an active role at all Leadership sessions and the graduation in coordination with the Town.

The Town will:

- Provide program management including session content and program oversight.
- Develop the online application and provide the Chamber with a link for applicants.
- Design and prepare all branded marketing materials and documents necessary for the program and provide materials to the Chamber for their marketing efforts.
- Schedule, create, and coordinate paid marketing efforts in the Community Newspaper, as needed.
- Provide marketing support to the Chamber by posting application/program information on the Town website and social media accounts.
- Review applications, verify eligibility, and select Leadership candidates.
- Issue letter of acceptance in collaboration with Chamber Executive Director.
- Reserve all Town facilities and coordinate with Town Council Members, Town staff, and Town affiliated Committees, Commissions, and groups for presentations when applicable.
- Schedule and coordinate session presenters, excluding those listed in the Chamber's responsibilities above.
- Prepare and electronically distribute agendas to the class for each session.
- Maintain attendance, class requirements, and session surveys.
- Prepare graduation certificates and program logistics including speaking points for graduation presenters.
- In coordination with the Chamber, attend each Leadership session and provide support with logistics and presentation materials, and support to participants and speakers.

**Compensation and Expenses for Leadership Los Gatos:**

Compensation: The Town will compensate the Chamber of Commerce \$4,000 for the successful execution of this Scope of Services related to the Leadership Los Gatos program. The Chamber may invoice the Town in two installments: \$2,000 each in September and May.

Tuition: The Chamber will collect the tuition from each participant at the rate of \$400 per participant. All tuition fees collected remain with the Chamber to cover program expenses. The starting program budget will be calculated based on the tuition rate of \$400, times the number of leadership participants. If the Chamber chooses to offer scholarships to any participants, this must be paid for by the Chamber and not absorbed within the Leadership program budget. The Town will provide a payment of \$400 for each Town staff participating in the program separate from this agreement.

Session Guest Speakers: Guest speakers will invoice the Town directly and the Town will remit payment directly to guest speakers. For those speakers coordinated by the Chamber, a mutually agreed upon rate must be established no less than one month prior to the scheduled session. All paid speakers are required to meet the Town's business license requirements.

Expenses: The Chamber will use the tuition fees collected to cover the program expenses in which the Chamber is responsible for including food, beverages, non-Town facility rentals, non-Town transportation, graduation luncheon and ceremony expenses, and other incidentals such as paper, printing costs, flowers, linens, etc. Should the expenditures of the Chamber exceed the program budget provided through tuition, the Town will reimburse the Chamber up to \$1,000 at year-end, following the submittal of the final program budget and supporting documentation (receipts) of expenditures.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 7

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DATE: June 5, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Town Manager to Execute a Second Amendment to Extend the Existing Agreement for Cablecasting and Livestreaming Services with KCAT-TV until August 31, 2020 while Town Staff and KCAT Representatives Finish Negotiating Terms for a New Five-Year Agreement

**RECOMMENDATION:**

Authorize the Town Manager to execute a second amendment to extend the existing Agreement for Cablecasting and Livestreaming Services with KCAT-TV until August 31, 2020 while Town staff and KCAT representatives finish negotiating terms for a new five-year agreement.

**BACKGROUND:**

Since 2003, the Town has had an agreement with KCAT to provide cablecasting of Town meetings, including the recording and broadcasting of Town Council and Planning Commission meetings on television local channel 15. In 2010, the Town Council approved a five-year agreement to continue the cablecasting services and distribution of public, education, and government (PEG) funding. In 2015, the Town Council approved a five-year agreement to continue the public access funding and cablecasting services. In 2019, the Town Council approved a first amendment to that agreement to add livestreaming services, including streaming the live video feed to a Town-branded YouTube page, on-call engineering services to support technical issues, YouTube channel organization and management, and providing an mpg4 file to Town staff the day after the meeting occurs. This current agreement expires on June 30, 2020 and is included as Attachment 1 for reference.

**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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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute a Second Amendment to Extend the Existing Agreement for Cablecasting and Livestreaming Services with KCAT-TV

DATE: June 16, 2020

DISCUSSION:

In April 2020, Town staff and KCAT representatives met remotely to begin working collaboratively to negotiate a new five-year agreement for the cablecasting and livestreaming of Town meetings. Negotiations of the terms of the new agreement are ongoing and are expected to be completed within the next couple months.

CONCLUSION:

In order to allow Town staff and KCAT representatives additional time to finish negotiating the terms of the next five-year agreement, staff recommends the Town Council authorize the Town Manager to execute a second amendment to extend the existing Agreement for Cablecasting and Livestreaming Services with KCAT-TV for an additional two months until August 31, 2020.

COORDINATION:

This report has been prepared in coordination with the Information Technology Department, Clerk Department, Town Attorney, and Town Manager's Office.

FISCAL IMPACT:

Sufficient funds are available in the Town budget.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Existing Agreement for Services with KCAT
2. Draft Second Amendment to Agreement for Services with KCAT

CLERK DEPARTMENT  
AGR 15.180  
IIIH \_\_\_\_\_  
ORD \_\_\_\_\_  
REC \_\_\_\_\_  
RESO \_\_\_\_\_

**AGREEMENT FOR PUBLIC ACCESS FUNDING  
AND CABLECASTING SERVICES**

THIS AGREEMENT is entered into by and between the Town of Los Gatos, a California municipal corporation, (“TOWN”) and KCAT-TV, a non-profit public access television station (“KCAT”). This Agreement is made with reference to the following facts and agreements.

**ARTICLE 1: RECITALS**

- 1.1 KCAT is a non-profit public access television station that serves the community of Los Gatos and Monte Sereno. KCAT can be seen via Comcast on Channel 15 by 10,000 cable households in Los Gatos and Monte Sereno.
- 1.2 The Town has always supported public access television within its jurisdictional limits and seeks, in this Agreement to provide a more stable funding source to support public, educational, and governmental cablecasting.
- 1.3 This Agreement will serve as a contract with Town to pay for KCAT services rendered to cablecast meetings of the Town Council and Planning Commission.
- 1.4 The Parties to this Agreement replace and supersede all previous agreements between the parties related to public access television.

**ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF KCAT**

**2.1 KCAT Status**

KCAT shall be an independent contractor and not an agent or employee of the TOWN. KCAT shall be duly organized, validly existing and in good standing under the laws of the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

**2.2 KCAT Authorization**

KCAT has the authority to enter into and perform its obligations under this Agreement. The Board of Directors and KCAT (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of KCAT have the authority to do so.

**2.3 Equal Employment Opportunity**

KCAT warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. KCAT shall not discriminate

Attachment 1

against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

#### **2.4 Compliance With Laws and Regulations**

KCAT shall comply with all existing and future TOWN, county, state, and federal laws, including all Environmental Laws.

#### **2.5 Permits and Licenses**

KCAT shall procure and maintain in force and effect all necessary governmental permits and licenses and give all notices necessary to the due and lawful performance of the work contemplated herein. KCAT shall pay the currently approved amount for an annual business license to operate in the TOWN as delineated in the TOWN Master Fee Schedule, current edition.

### **ARTICLE 3: TERM OF AGREEMENT**

#### **3.1 Term of Agreement**

The effective date of this Agreement shall be September 1, 2015. The term of this Agreement shall be for a period of five years, commencing on September 1, 2015, and expiring at midnight June 30, 2020. The TOWN shall at its sole discretion extend the term of this Agreement on a year- to- year basis depending upon the TOWN budget appropriations for these services. The terms and conditions of this Agreement, including compensation, shall be applicable during said extension unless the parties mutually agree upon any changes.

### **ARTICLE 4: SCOPE OF AGREEMENT**

#### **4.1 Scope of Agreement**

The Agreement granted to KCAT shall be for the video production of 60 Regular TOWN Brown Act meetings that include the cablecast of up to twenty-eight (28) Town Council meetings per calendar year live, generally scheduled on the first and third Tuesday of each month from the Town Council Chambers as well as up to twenty-eight (28) Town Planning Commission meetings per calendar year, which generally fall on the 2nd and 4th Wednesday of each month and four (4) additional Committee or Board meetings per calendar year. The meetings may include special meetings, study sessions, and rescheduled or continued meetings. The TOWN Manager shall have the authority to designate a Special TOWN Brown Act meeting or any other Committee/Board meeting in place of a Regular TOWN Brown Act meeting.

**4.2 Administration of Agreement**

The TOWN Manager shall administer this Agreement and/or his/her designee, shall supervise KCAT compliance with the Agreement terms and conditions.

**4.3 Ownership of Video Recorded TOWN Brown Act Meetings**

All TOWN Brown Act meetings video recorded by KCAT pursuant to this Agreement shall be the property of TOWN.

**ARTICLE 5: DIRECT SERVICES**

**5.1 General**

The video production work to be done by KCAT pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required, except as provided elsewhere in this Agreement. KCAT shall at all times during the term of this Agreement provide quality, efficient, technical and professional service to the reasonable satisfaction of Town and shall perform all work required under this Agreement.

**5.2 Video Production Schedules**

TOWN shall provide a list of all anticipated regular TOWN Brown Act meetings, including their dates, time and locations for each meeting. KCAT shall establish schedules for video production of meetings, including set up and take down, and shall notify TOWN of said schedules.

**5.3 Operations and Equipment**

KCAT shall be responsible for the management and operation of the video production services provided pursuant to this Agreement, including but not limited to training and meeting-to-meeting supervision of operations. KCAT will provide appropriate technical staff, temporary operators, and an in-chamber assistant trained in the specific aspects of meeting coverage and use of the audio and video systems. Technical staff, temporary operators, and in-chamber assistant will demonstrate proficiency with all relevant broadcasting equipment.

KCAT will arrange for two (2) alternates to act as temporary operators, if KCAT cannot provide agreed upon services due to illness, emergency, or other reasonable circumstances. The two (2) alternates shall be mutually agreed upon by KCAT and the TOWN. Alternates shall be both technically trained and competent to operate the TOWN's video production equipment. In KCAT's presence, alternates shall work a minimum of one (1) Council Meeting per year, not to exceed six (6) hours per year, per alternate, as training on the TOWN's video production equipment.



TOWN shall provide all equipment necessary at TOWN Council Chambers to record TOWN Brown Act meetings under this Agreement. KCAT will provide technical consultation for the repair, modification, and upgrade of the TOWN-owned video production equipment. KCAT shall provide all routine maintenance, repair, and replacement of all cablecasting equipment at the level necessary to permit the equipment to achieve its useful life. This maintenance does not include maintenance of the external cable link between Town Hall and KCAT. Said equipment shall be operated in a safe manner consistent with reasonable industry standards. KCAT will provide initial system checks, 60 (sixty) minutes prior to scheduled meetings to ensure that the video and sound production equipment is performing per specifications.

KCAT shall not use TOWN video broadcasting equipment for any other purpose other than this Agreement, unless written consent is given by the TOWN. Cablecasting and broadcasting equipment shall be operated at all times by the technical and temporary staff covered in this Agreement.

KCAT will provide gavel to gavel meeting coverage and is responsible for securing the video production equipment room after cablecasting, tape duplication, or other activities.

## **ARTICLE 6: OTHER SERVICES**

### **6.1 Play Back**

KCAT will air previously recorded meetings covered by this agreement on its Community Access Channel (Channel 15/ KCAT) based on its program/schedule availability.

### **6.2 Special Events**

KCAT will work cooperatively with TOWN staff regarding the live cablecast of any additional special events at mutually agreed upon price, date, and time.

### **6.3 Liaison With TOWN**

KCAT shall maintain on-going liaison with TOWN regarding all video production and insertion point activities, and any matters relating to the performance of this Agreement, including complaints.

### **6.4 Records**

KCAT shall maintain a general ledger and detailed books of account showing the receipt and expenditure of all funds received from TOWN for not less than five (5) years following completion of the work, the receipt of funds and the expenditure of funds under this Agreement. KCAT shall make these records available to authorized personnel of the TOWN at KCAT's offices during business hours upon written request of the TOWN.

If an audit conducted by the TOWN demonstrates inappropriate expenditures of public funds by KCAT, including PEG funds, KCAT shall reimburse said expenditures and restore the funding as may be required. If any audit by TOWN discloses a discrepancy in allowed expenditures of more than five percent (5%) in any one year, KCAT shall reimburse TOWN for the cost of the audit, including any staff time contributed to the securing or management of the audit and/or the required follow-up actions.

KCAT shall maintain detailed records and books of account showing the receipt of and expenditure of all PEG Funding and Grant Funding received from TOWN. KCAT acknowledges that PEG funding is strictly limited to certain expenditures for capital costs, equipment, and facilities.

On or before March 1st of each year, beginning with March 1, 2016, KCAT shall submit a written report and analysis of all funds received from TOWN in the prior calendar year and a listing of expenditures made with said funds or from the accumulation or interest/investment earnings on said funds. The report shall be submitted to the TOWN Manager.

#### **6.5 Adjustments to Level of Video Production Services**

The TOWN has the right to request additional video production services. Compensation for any additional video production service shall be pursuant to Article 7 .1. Similarly, the TOWN has the right to reduce video production services in the event of budgetary reductions. Any reduction in compensation paid by TOWN would be negotiated and agreed upon by both parties.

### **ARTICLE 7: KCAT'S COMPENSATION**

#### **7.1 Compensation and Overtime**

The TOWN shall compensate KCAT in the amount of \$35,000 for the sixty (60) Regular TOWN Brown Act meetings. The TOWN Manager shall have the authority to designate a Special TOWN Brown Act meeting in place of a Regular TOWN Brown Act meeting.

The TOWN shall compensate KCAT for meetings exceeding the 60 regular TOWN Brown Act meetings or special meetings designated by the TOWN manager at \$95.00 per hour. Any such meetings above 60 shall be approved in writing by the Town Manager.

The TOWN shall compensate KCAT for overtime for any TOWN Brown Act meeting that exceeds four (4) hours at \$110.00 per hour.

The TOWN shall compensate KCAT \$235 flat fee for the cancelation of any meeting other than the 60 meetings.

The TOWN shall compensate KCAT \$135 per month as a Server Charge for storage of archived meetings.

KCAT will provide to the Town at no cost, two (2) recordings of all meetings covered by this Agreement on broadcast quality DVD. Recordings of meetings shall be given to the TOWN for its records. Any additional recording requests by the TOWN shall be paid a \$ 20 per DVD Duplication (mtg. under 2 hrs.) and \$30 per DVD Duplication (mtgs. Over 3 hrs.)

The base compensation amount of \$35,000.00 shall be adjusted annually each year beginning July 1 2016, and will be determined by multiplying the percentage change in the Consumer Price Index for the San Francisco Bay Area, California, USA, as determined by the United States Department of Labor. Any CPI adjustment will be annually calculated on each April 1 to take effect July 1. The index used shall be the index for the most recent full twelve-month period for which the index is available. Any CPI adjustment can be a decrease as well as an increase based on the above-mentioned index used, not to exceed +/- 3% per year.

## **7.2 Public Access Funding**

TOWN agrees to pay forward to KCAT any PEG funds within thirty (30) days of receipt by TOWN. Said funds are to be used for public access television services in TOWN, provided the expenditure of PEG funds so received shall be made in strict compliance with the law relative to PEG funding, as it may be amended from time to time.

Notwithstanding the obligation to pay forward PEG funds to KCAT, TOWN shall at all times retain a PEG funds balance received by TOWN in the amount of \$50,000 and said funds shall be placed in an equipment reserve account. These funds will be made available, as approved by the TOWN, for major maintenance, replacement or upgrading of the cablecast and related technology resources in the Town Council chambers.

## **7.3 Invoices**

KCAT shall submit to TOWN by the 15th of each month an invoice for the services provided during the previous month. Said invoice shall indicate at a minimum the work performed during the month and the monthly fee, as provided in Article 6.1 herein above. Recorded meetings for the month invoiced shall be submitted to the TOWN prior to payment of the invoice.

## **7.4 Payments**

TOWN shall pay monthly invoices within twenty (20) days after receipt of a complete and accurate invoice and submission of the required number of recorded copies for TOWN meetings.

TOWN reserves the right to withhold payment either wholly or partially if said

electronically recorded audio/visual meeting content is not provided or if KCAT fails to provide on a consistent basis sufficient qualified personnel for video production activities.

## **ARTICLE 8: INDEMNIFICATION, INSURANCE AND BOND**

### **8.1 Indemnification**

KCAT shall indemnify and hold harmless TOWN and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees and litigation expenses arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of KCAT or anyone directly or indirectly employed by KCAT, except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN. KCAT's duty to indemnify and defend shall survive the expiration or earlier termination of the Agreement.

### **8.2 Insurance**

During the term of this Agreement, KCAT shall carry insurance in accordance with TOWN requirements and such other insurance as required by law and to protect against loss from liability imposed by law for damages on account of bodily injury and property damage. The insurance shall name on the policy, as additional insured, the Town of Los Gatos, its officers, employees and agents. Insurance coverage with a minimum combined single limit in an amount established by the Town's Risk Manager which must be maintained for the duration of this Agreement and the insurance company must provide the Town with thirty (30) days' written notice of cancellation of the policy. Coverage provisions, including limits, shall otherwise be in accordance with Town policy.

Lack of insurance does not negate the KCAT's obligation under this Agreement. KCAT agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, KCAT shall look solely to its insurance for recovery, except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN. KCAT hereby grants to the TOWN, on behalf of any insurer providing insurance to either KCAT or TOWN with respect to the services of KCAT herein, a waiver of any right to subrogation which any such insurer of said KCAT may acquire against the TOWN by virtue of the payment of any loss under such insurance.

Insurance shall be secured and approved by TOWN's Risk Manager prior to commencement of work according to this Agreement.

Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage and/or renewal may be treated by the TOWN as a material breach of Agreement. KCAT shall forward the TOWN specifications and forms to KCAT's insurance agent for compliance.

## ARTICLE 9: DEFAULT AND REMEDIES

### 9.1 Events of Default

All provisions of this Agreement to be performed by KCAT are considered material. Each of the following shall constitute an event of default.

- A. **Fraud or Deceit.** If KCAT practices, or attempts to practice, any fraud or deceit upon TOWN.
- B. **Insolvency or Bankruptcy.** If KCAT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against KCAT, or if KCAT shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of KCAT shall be appointed in any suit or proceeding brought by or against KCAT, or if KCAT shall make an assignment for the benefit of creditors, then and in each and every such case, TOWN may at its sole discretion immediately terminate this Agreement upon written notice to KCAT and without the necessity of suit or other proceeding and avail itself of any of the various remedies set forth in Article 9.10 herein below or any other remedies provided by law. KCAT shall provide written notice to TOWN in a timely manner in the event KCAT files for bankruptcy or takes any other action as protection from creditors during the term of this Agreement.
- C. **Failure to Maintain Coverage.** If KCAT fails to provide or maintain in full force and effect the insurance or performance surety requirements pursuant to Article 8.
- D. **Failure to Perform.** If KCAT ceases to provide video production services as required under this Agreement for a period of two (2) meetings, for any reason within the control of KCAT.
- E. **Failure to Provide Recorded Meetings/Records.** If KCAT fails to provide the required number of copies for each TOWN meeting recorded under this agreement and/or refuses to provide TOWN with required information and/or records in a timely manner as provided for in the Agreement.
- F. **Acts or Omissions.** Any other act or omission by KCAT which violates the terms, conditions, or requirements of this Agreement as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of violation or, if KCAT cannot reasonably correct or remedy the breach within the time set forth in such notice, if KCAT should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- G. **False or Misleading Statements.** Any representation or disclosure made to TOWN by KCAT in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proved to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

### 9.2 Breach and Termination

All terms and conditions of this Agreement are material and binding, and failure by KCAT to perform any portion of the work described herein or any related covenants or agreements shall be considered a breach of this Agreement. In the event this Agreement is breached in any manner, TOWN may at its sole option terminate this Agreement no

less than twenty (20) days after written notice is given to KCAT setting forth the breach and KCAT fails, neglects, or refuses to remedy said breach. KCAT shall thereafter have no further rights, powers, or privileges against TOWN under or arising out of this Agreement. In the event a breach does not result in termination, but does result in costs being incurred by TOWN, said costs shall be deducted from any amounts due or to become due to KCAT.

In addition to all other remedies and damages provided by law in the event of a breach of this Agreement, TOWN may, at its sole discretion, assess the actual damage caused by the breach as the remedy and obtain said remedy through set-off against KCAT's invoice or by any other appropriate procedure, including but not limited to wholly or partially withholding payment of any amounts billed to TOWN by KCAT. TOWN may also provide, directly or through a contract, the services required under this Agreement and deduct actual costs to TOWN from any amounts due or to become due to KCAT, including but not limited to start-up costs, labor, material, and equipment. The provisions of this Article shall not be exclusive, but shall be cumulative and in addition to any other remedies provided herein or pursuant to law.

In the event TOWN terminates this Agreement as provided herein, KCAT shall meet all terms and conditions of this Agreement through the effective date of said termination. In the event there is a transition to a different KCAT, KCAT shall cooperate with TOWN and any successor KCAT TOWN may select to provide the services required herein. In the event KCAT fails to comply with the conditions of this paragraph, TOWN may withhold any compensation due KCAT until KCAT complies.

## **ARTICLE 10: GENERAL PROVISIONS**

### **10.1 Relationship of Parties**

KCAT shall be an independent contractor and not an agent or employee of TOWN. KCAT shall not represent that KCAT is an agent or employee of TOWN. KCAT shall not give any person any reason to believe KCAT is an agent or employee of TOWN. No act of KCAT shall bind or obligate TOWN.

KCAT assumes full and sole responsibility for the payment of all compensation and all other expenses related to KCAT's personnel, including but not limited to state and federal income taxes, Social Security contributions, workers compensation, and disability and unemployment insurance contributions. KCAT shall be responsible for the payment of all required state and federal taxes. KCAT agrees TOWN shall not be requested or obligated to withhold from payments to KCAT Social Security contributions or state and federal income taxes.

KCAT and KCAT's employees shall not be entitled to any employment benefits provided by TOWN to TOWN employees. In the event KCAT provides similar benefits to KCAT's employees, KCAT shall be fully responsible for purchasing said benefits separately and independently of the relationship established between TOWN and KCAT under this Agreement.

**10.2 Governing Law**

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

**10.3 No Self Dealing**

Due in-part to the public funding provided in this Agreement, no KCAT Board Member may be financially interested in any contract, expenditure, purchase, or grant made by KCAT. KCAT employees are likewise excluded from any financial interest in any contract, expenditure, purchase, or grant by or from KCAT. For the purpose of this section, financial interest shall be determined pursuant to Government Code 1090, *et. seq.*

**10.4 Project Manager.**

The Project Manager for KCAT for the work under this Agreement shall be Melissa Toren, KCAT-TV Station Manager, or an appropriate KCAT-TV Board designee. Town shall designate a Town staff member to serve as a liaison to the Board and who will serve as an ex-officio board member. The ex-officio board member shall be entitled to, but not required to attend all meetings of the Board and be permitted to participate in all discussions, but not vote. The ex-officio member shall receive advance written notice of all meetings of the board.

**10.5 Assignability and Subcontracting**

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

**10.6 Transition to Next Contractor**

If the transition of services to another contractor occurs through expiration of term, default and termination, or otherwise, KCAT will cooperate with TOWN and subsequent contractor(s) to assist in an orderly transition.

**10.7 Reservation of Rights**

It is hereby expressly agreed by and between the parties hereto that TOWN shall have, and there is hereby reserved unto TOWN and to its officers and officials, all rights, powers, and privileges which might be expressly set out in this Agreement in favor of TOWN and its officers. The express mention of certain rights, powers, and privileges in favor of TOWN is not intended to and shall not be deemed or construed to exclude any other right, power, or privilege in favor of TOWN that might be expressly reserved herein.

**10.8 Non-Waiver**

No acquiescence, failure, or neglect of either party to insist upon strict performance of any or all of the provisions of this Agreement shall be construed to constitute a waiver of any term, condition, or provision of this Agreement nor of any performance required

hereunder, nor of any remedy, damages, or other liability arising as a result of any failure of performance, neglect, or inability to perform at any time.

**10.9 Severability**

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**10.10 Survival**

Upon the expiration or termination of this Agreement, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such expiration or termination, except that any expiration or termination of this Agreement shall not relieve KCAT of KCAT's obligations under Articles 8.1, nor shall any such expiration or termination relieve KCAT from any liability arising from any breach of this Agreement.

**10.11 Waiver of Performance**

The parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from performing their respective responsibilities by an act of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the state or federal government, when satisfactory evidence therefore is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**10.12 Governing Law**

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

**10.13 Disputes**

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

**10.14 Entire Agreement and Notice**

This Agreement, together with the Exhibits attached hereto and incorporated herein by reference, contains the full, complete, and entire agreement between the parties and replaces and supersedes all previous agreements, understandings, and arrangements between the parties with respect to the subject matter hereto. This Agreement may not be modified except by written agreement expressly authorized by TOWN and as mutually agreed by the parties. All notices hereunder and communications with respect to this Agreement shall be in writing and shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid as follows:



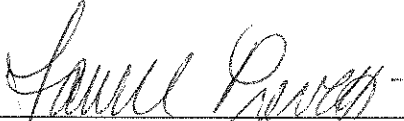
To Town:  
Town Manager  
110 E. Main Street  
Los Gatos, CA 95030

To KCAT:  
KCAT-TV Station Manager  
20 High School Court  
Los Gatos, CA 95030

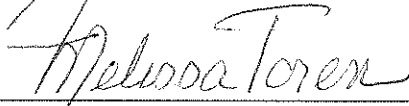
or personally delivered to KCAT to such address or such other address as KCAT designates in writing to Town.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be duly executed this \_\_\_ day of \_\_\_\_\_, 2015.

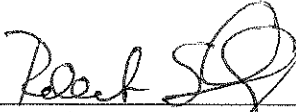
TOWN OF LOS GATOS:

  
\_\_\_\_\_  
~~Los White, Interim~~ Town Manager  
Laurel preveti

KCAT-TV

  
\_\_\_\_\_  
Melissa Toren, Station Manager

APPROVED AS TO FORM:

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

ATTEST:

  
\_\_\_\_\_  
Shelley Neis, Clerk Administrator

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT is dated for identification this 17th day of December, 2019 and amends that certain Agreement for Public Access Funding and Cablecasting Services dated September 1, 2015, made by and between the Town of Los Gatos ("Town"), and KCAT-TV, a non-profit public access television station ("KCAT").

RECITALS

- A. Town and KCAT entered into an Agreement for Public Access Funding and Cablecasting Services on September 1, 2015 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment. The Agreement expires June 30, 2020.

FIRST AMENDMENT

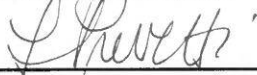
- 1. Agreement 15.180 for Public Access Funding and Cablecasting Services is amended to include KCAT providing the additional service of live streaming meetings to the Town-branded YouTube page for annual compensation from the Town of \$8,400.00 (\$700.00 per month). Meeting recordings will remain available on the Town-branded YouTube page for viewing.

The Town and KCAT shall have the right to terminate this portion of the agreement with or without cause by giving not less than 30 days written notice of termination.

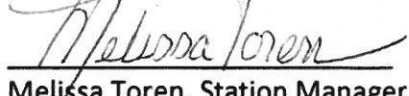
- 2. All other terms and conditions of the Agreement remain in full force and effect.

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


Town of Los Gatos, by:

  
Laurel Prevetti, Town Manager

KCAT-TV, by:

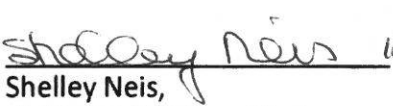
  
Melissa Toren, Station Manager

Recommended by:

  
Chris Gjerde, IT Manager

Approved as to Form:

  
Robert Schultz, Town Attorney

 12/19/19  
Shelley Neis,  
CMC, CPMC, Town Clerk

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 16th day of June, 2020 and amends that certain Agreement for Public Access Funding and Cablecasting Services dated September 1, 2015, made by and between the Town of Los Gatos ("Town"), and KCAT-TV, a non-profit public access television station ("KCAT").

RECITALS

- A. Town and KCAT entered into an Agreement for Public Access Funding and Cablecasting Services on September 1, 2015 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment. The Agreement expires June 30, 2020.
- B. Town and KCAT entered into a First Amendment to the Agreement for Public Access Funding and Cablecasting Services on December 17, 2019 ("First Amendment"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.

SECOND AMENDMENT

- 1. Section 3.1 Term of Agreement is amended to read: The term of this Agreement will commence on September 1, 2015 and expire at midnight August 31, 2020.
- 2. All other terms and conditions of the Agreement remain in full force and effect.

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

**Town of Los Gatos, by:**

**KCAT-TV, by:**

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

\_\_\_\_\_  
Melissa Toren, Station Manager

Recommended by:

\_\_\_\_\_  
Chris Gjerde, IT Manager

Approved as to Form:

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

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 8

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DATE: June 11, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Approve an Amendment to the Classification Plan to Create a Flexibly Staffed Equipment Mechanic Job Series and Correct the Title of Assistant Parks and Public Works Director

**RECOMMENDATION:**

Approve an amendment to the classification plan to create a flexibly staffed Equipment Mechanic job series and correct the title of Assistant Parks and Public Works Director.

**BACKGROUND:**

The Town of Los Gatos Personnel Rules and Regulations (Section 4.4) and the Municipal Code (Section 2.30.925) require that amendments and revisions to the classification plan are effective upon approval by Town Council. Changes may presented to Council for approval as part of the formal budget adoption, through the labor negotiations process, or as needed.

**DISCUSSION:**

The Town has an existing Equipment Mechanic classification that was revised in May 2014. In the process of reviewing the classification in conjunction with a reclassification study, it was determined that a flexibly staffed classification series would better meet the needs of the Parks and Public Works Department to provide a mechanism for succession planning and a career ladder for existing and future employees.

In accordance with the Town's existing Flexibly Staffed Classes procedure, flexible staffing is the alternate use of two or more classes in a designated series. Flexibly staffed classes allow Departments to hire at the entry-level and provide a career incentive as employees become proficient and gain more experience which ultimately benefits the Town through retention and reduced training time. Alternatively, Departments may hire new employees at the more

**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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advanced levels within the series depending on the complexity of assignments and experience needed when vacancies exist.

The revised Equipment Mechanic series would contain the following classifications: Assistant Equipment Mechanic, Equipment Mechanic, and Supervising Equipment Mechanic. If approved, the Assistant Equipment Mechanic and Supervising Equipment Mechanic would be added to the Salary Schedule for AFSCME Classifications (Attachments 1 and 2) with appropriate advances in salary ranges that have been calculated using external and internal compensation data to ensure equity.

Since this is an American Federation of State, County and Municipal Employees (AFSCME) represented classification, staff has met its' obligation to meet and confer regarding the proposed classification and salary range changes.

In March 2018, the Town Council approved an amendment to the classification plan reclassifying Town Engineer to Assistant Parks and Public Works Director/Town Engineer. While preparing for a recruitment to fill an upcoming vacancy of the position, staff found that the current Town Council approved Salary Schedules (Attachments 3 and 4) for Town Council and Management did not reflect Town Engineer in the title of Assistant Parks and Public Works Director. Staff is requesting that the title is corrected to accurately reflect the previously approved classification change to Assistant Parks and Public Works Director/Town Engineer. This is an administrative correction since it was previously approved by Council but is submitted for Council authority for documentation to prevent future confusion of the title change on the salary schedule.

CONCLUSION:

Staff is requesting the approval of an amendment to the classification plan to create a flexibly staffed series for the Equipment Mechanic classification that would result in the addition of Assistant Equipment Mechanic and Supervising Equipment Mechanic to the plan. Staff is also requesting approval to correct the classification title of Assistant Parks and Public Works Director. The Town's Personnel Rules and Municipal Code require Council approval of classification plan amendments. The California Public Employees' Retirement System (CalPERS), that provides the Town's employee pension benefits, requires that any changes proposed to Town salary schedules are formally approved by a municipal agency Governing Body.

FISCAL IMPACT:

Staff is not requesting funding of a full-time equivalent position. If a vacancy occurs or a need is identified to promote an existing approved full-time equivalent into a higher-level class within the series during the 2020/21 budget year, the cost will be absorbed into the Department's existing operating budget. The recommended administrative title correction does not have a fiscal impact.

PAGE 3 OF 3

SUBJECT: Approve an Amendment to the Classification Plan

DATE: June 11, 2020

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Salary Schedule for AFSCME Classifications Effective July 1, 2019
2. Salary Schedule for AFSCME Classifications Effective July 1, 2020
3. Salary Schedule for Town Council and Management Classifications Effective July 1, 2019
4. Salary Schedule for Town Council and Management Classifications Effective July 1, 2020

**Town of Los Gatos  
Salary Schedule for AFSCME Classifications  
Effective July 01, 2019**

Class Code	Classification Title	Range AF1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
6619	Assistant Equipment Mechanic*	09	\$30.13	\$31.64	\$33.22	\$34.88	\$36.62	\$38.45
6620	Equipment Mechanic	03	\$34.65	\$36.38	\$38.20	\$40.11	\$42.12	\$44.23
6618	Supervising Equipment Mechanic*	08	\$39.85	\$41.84	\$43.93	\$46.13	\$48.44	\$50.86
6670	Facility Technician	02	\$32.25	\$33.86	\$35.55	\$37.33	\$39.20	\$41.16
6600	Lead Parks & Maintenance Worker	07	\$36.80	\$38.64	\$40.57	\$42.60	\$44.73	\$46.97
6650	Parks & Maintenance Worker	05	\$29.60	\$31.08	\$32.63	\$34.26	\$35.97	\$37.77
6660	Parks & Maintenance Worker Trainee	04	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$30.86
6605	Senior Parks & Maintenance Worker	06	\$32.22	\$33.83	\$35.52	\$37.30	\$39.17	\$41.13
6610	Town Arborist	03	\$35.14	\$36.90	\$38.75	\$40.69	\$42.72	\$44.86

**Reflects General Increase of 2.5%.**

**Approved by Town Council June 4, 2019**

*\*New Classifications for Approval June 16, 2020*

**Town of Los Gatos AFSCME Classifications  
Salary Schedule for Fiscal Year 2020/21  
Effective July 1, 2020 (unless otherwise noted)  
Adopted by Town Council June 16, 2020**

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	\$30.43	\$31.95	\$33.55	\$35.23	\$36.99	\$38.84
6620	Equipment Mechanic	Hourly	03	\$35.00	\$36.75	\$38.59	\$40.52	\$42.55	\$44.68
6618	Supervising Equipment Mechanic*	Hourly	08	\$40.25	\$42.26	\$44.37	\$46.59	\$48.92	\$51.37
6670	Facility Technician	Hourly	02	\$32.57	\$34.20	\$35.91	\$37.71	\$39.60	\$41.58
6600	Lead Parks & Maintenance Worker	Hourly	07	\$37.17	\$39.03	\$40.98	\$43.03	\$45.18	\$47.44
6650	Parks & Maintenance Worker	Hourly	05	\$29.90	\$31.40	\$32.97	\$34.62	\$36.35	\$38.17
6660	Parks & Maintenance Worker Trainee	Hourly	04	\$24.42	\$25.64	\$26.93	\$28.28	\$29.69	\$31.17
6605	Senior Parks & Maintenance Worker	Hourly	06	\$32.54	\$34.17	\$35.88	\$37.67	\$39.56	\$41.54
6610	Town Arborist	Hourly	01	\$35.49	\$37.27	\$39.14	\$41.10	\$43.16	\$45.32

*Reflects General Increase of 1%*

*\*New Classifications for Approval June 16, 2020*



**Town of Los Gatos**  
**Salary Schedule for Town Council and Management**  
**Effective July 1, 2019 (unless otherwise noted)**

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2615	Assistant Parks & Public Works Director/Town Engineer*	\$ 137,631	\$ 185,801
2110	Assistant Town Manager	\$ 163,599	\$ 220,859
2420	Chief Building Official	\$ 124,687	\$ 168,327
2400	Community Development Director	\$ 159,609	\$ 215,472
2180	Community Outreach Coordinator	\$ 86,092	\$ 116,223
2010	Deputy Attorney	\$ 107,517	\$ 145,148
2130	Economic Vitality Manager	\$ 118,678	\$ 160,215
2310	Finance and Budget Manager	\$ 124,687	\$ 168,327
2300	Finance Director	\$ 155,716	\$ 210,217
2200	Human Resources Director	\$ 144,598	\$ 195,207
2900	Information Technology Manager	\$ 124,687	\$ 168,327
2800	Library Director	\$ 144,598	\$ 195,207
2820	Library Division Manager	\$ 95,029	\$ 128,289
2600	Parks & Public Works Director	\$ 159,605	\$ 215,472
2645	Parks & Public Works Operations Manager	\$ 107,517	\$ 145,148
2630	Parks & Public Works Superintendent	\$ 124,687	\$ 168,327
2412	Planning Manager	\$ 124,687	\$ 168,327
2510	Police Captain	\$ 148,213	\$ 200,087
2500	Police Chief	\$ 167,689	\$ 226,381
2545	Police Records & Communication Manager	\$ 115,783	\$ 156,308
2140	Senior Administrative Analyst	\$ 92,711	\$ 125,160
2650	Senior Civil Engineer	\$ 118,678	\$ 160,215
2000	Town Attorney - Council Appointed ( <i>Effective 12/12/19</i> )		\$ 235,000
2412	Town Clerk	\$ 124,687	\$ 168,327
2100	Town Manager - Council Appointed ( <i>Effective 9/2/19</i> )		\$ 250,000
2655	Transportation & Mobility Manager	\$ 115,783	\$ 156,308
1000	Town Council (Effective 1/1/19)	\$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.**

*\*Approval of Revised Title June 16, 2020*

**Town of Los Gatos Town Council and Management Classifications**  
**Salary Schedule for Fiscal Year 2020/21**  
**Effective July 12, 2020 (unless otherwise noted)**  
**Adopted by Town Council May 5, 2020**

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2615	Assistant Parks & Public Works Director/Town Engineer*	\$ 139,007	\$ 187,660
2110	Assistant Town Manager	\$ 165,235	\$ 223,067
2420	Chief Building Official	\$ 125,934	\$ 170,011
2400	Community Development Director	\$ 161,201	\$ 217,621
2180	Community Outreach Coordinator	\$ 86,953	\$ 117,386
2010	Deputy Attorney	\$ 108,592	\$ 146,599
2130	Economic Vitality Manager	\$ 119,865	\$ 161,817
2310	Finance and Budget Manager	\$ 125,934	\$ 170,011
2300	Finance Director	\$ 157,273	\$ 212,319
2200	Human Resources Director	\$ 146,044	\$ 197,159
2900	Information Technology Manager	\$ 125,934	\$ 170,011
2800	Library Director	\$ 146,044	\$ 197,159
2820	Library Division Manager	\$ 95,979	\$ 129,572
2600	Parks & Public Works Director	\$ 161,201	\$ 217,621
2645	Parks & Public Works Operations Manager	\$ 108,592	\$ 146,599
2630	Parks & Public Works Superintendent	\$ 125,934	\$ 170,011
2412	Planning Manager	\$ 125,934	\$ 170,011
2510	Police Captain	\$ 149,695	\$ 202,088
2500	Police Chief	\$ 169,366	\$ 228,644
2545	Police Records & Communication Manager	\$ 116,941	\$ 157,870
2140	Senior Administrative Analyst	\$ 93,638	\$ 126,411
2650	Senior Civil Engineer	\$ 119,865	\$ 161,817
2000	Town Attorney - Council Appointed ( <i>Effective 12/12/19, Adopted by Town Council 12/3/19</i> )		\$ 235,000
2412	Town Clerk	\$ 125,934	\$ 170,011
2100	Town Manager - Council Appointed ( <i>Effective 9/2/19, Adopted by Town Council 12/3/19</i> )		\$ 250,000
2655	Transportation & Mobility Manager	\$ 116,941	\$ 157,870
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 1%**

*\*Approval of Revised Title June 16, 2020*



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 9

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DATE: June 10, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Local Government Planning Support Grant Program Funds  
a. Adopt a Resolution to Authorize Application for, and Receipt of, Local Government Planning Support Grant Program Funds.  
b. Authorize FY 2020/21 Revenue and Expenditure Budget Adjustments in the Amount of \$150,000 to Recognize Receipt and Expenditure of California Department of Housing and Community Development Grant Funds.

**RECOMMENDATION:**

Local Government Planning Support Grant Program Funds  
a. Adopt a Resolution to Authorize Application for, and Receipt of, Local Government Planning Support Grant Program Funds.  
b. Authorize FY 2020/21 Revenue and Expenditure Budget Adjustments in the Amount of \$150,000 to Recognize Receipt and Expenditure of California Department of Housing and Community Development Grant Funds.

**BACKGROUND:**

On January 27, 2020, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning (LEAP) Grants Program (Attachment 2). The LEAP Grants Program is part of the broader program known as the Local Government Planning Support Grants Program, which was established in the 2019-2020 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources, and accountability to meet California housing goals.

**PREPARED BY:** Erin Walters  
Associate Planner

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

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BACKGROUND (continued):

Similar to the permanently funded SB2 Planning Grants Program (PGP), which was approved for the Town of Los Gatos in 2020 to update planning documents and land-use ordinances, the LEAP Grants Program provides one-time funds to local jurisdictions to prepare planning activities that will accelerate housing production. The LEAP Grants Program funds are to be utilized to facilitate compliance in implementing the sixth cycle of the regional housing needs assessment (RHNA).

LEAP Grants Program funding amounts are determined based on population size. The Town of Los Gatos may receive up to \$150,000 in LEAP Grants Program funds. Applications will be accepted through July 1, 2020.

DISCUSSION:

To qualify for funding, jurisdictions must demonstrate that proposed planning activities will facilitate accelerated housing production. Eligible activities include preparing and adopting Housing Elements that include an implementation component to facilitate compliance with the sixth RHNA cycle.

Under California law, the Housing Element is one of the required elements of the General Plan. The Housing Element is required to be updated every eight years, unlike other General Plan Elements, which are typically updated every 10 to 20 years.

All regional planning bodies in California are given RHNA targets for the duration of the Housing Element. The regional planning body for the Bay Area is the Association of Bay Area Governments (ABAG). The sixth-cycle RHNA from HCD is expected to be released in Summer 2020. The Bay Area RHNA is expected to be much higher than the previous cycles. ABAG anticipates that the region's allocation could increase by 200 percent.

In the fifth RHNA cycle (2015-2023), the Town of Los Gatos received a RHNA of 619. The table below provides the distribution of the Town's RHNA across income categories.

<b>Town of Los Gatos Regional Housing Needs Allocation for 2015-2023</b>	
<b>Income Category</b>	<b>Number of Units</b>
Very Low	201
Low	112
Moderate	132
Above Moderate	174
Total	619

DISCUSSION (continued):

The sixth RHNA cycle will take effect in 2024, and jurisdictions will begin their planning activities, including preparation for a comprehensive update to their Housing Elements, beginning in 2020.

Although the Town has not yet been assigned its final RHNA, the Town has begun planning for an additional 2,000 housing units in the General Plan update process. On April 7, 2020, the Town Council approved Preferred Land Use Alternative C, which will be used to develop the 2040 General Plan. Alternative C provides for a diverse housing stock to meet the needs of a diversifying community, while slightly exceeding the goal of planning for 2,000 new housing units (2,939 new units).

Final RHNA allocations to individual jurisdictions are tentatively anticipated from ABAG in the Fall of 2021, and the updated Housing Element must be submitted to HCD by December 15, 2022. Given the likely increase in allocated RHNA numbers, jurisdictions have been encouraged to begin their planning for the sixth RHNA cycle now.

The Town of Los Gatos may receive up to \$150,000 in LEAP funds based on population size. Staff recommends requesting the full amount to support preparation of the Housing Element update and all actions required to comply with the sixth RHNA cycle by hiring a planning consultant to complete this work with the Town. The resolution would authorize the Town Manager to submit the application, enter into, execute, and deliver on behalf of the Town a State of California Agreement, and any other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant. A planning consultant would be selected to prepare the Housing Element update through a Request for Qualifications (RFQ) process, and the Council would approve the award of the consultant contract at a future date.

CONCLUSION:

Approval of this item would allow Town staff to submit an application for the non-competitive LEAP funds in the amount of \$150,000 by July 1, 2020, with the intent of receiving funds to be used to support the preparation of the Housing Element update, including all actions required to comply with the sixth RHNA cycle.

COORDINATION:

The preparation of this report was coordinated with the Finance Department and the Town Manager's Office.

PAGE 4 OF 4

SUBJECT: Local Government Planning Support Grant Program Funds.

DATE: June 10, 2020

FISCAL IMPACT:

The receipt of LEAP funds will support the Town in the associated costs of preparing and adopting the 2023-2031 Housing Element of the General Plan that includes an implementation component to facilitate compliance with the sixth RHNA cycle. Once received, the funds will be incorporated in the adopted FY 2020/21 Operating and Capital budget. Approval of this action will allow for the necessary budgetary actions to receive the funds.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendments to the Town Code will have a significant effect on the environment.

Attachments:

1. Draft Resolution
2. Notice of Funding Availability – LEAP Grants Program

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,  
LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

**WHEREAS**, the Town Council of the Town of Los Gatos desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of regional housing need assessment; and

**WHEREAS**, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS (“APPLICANT”)  
RESOLVES AS FOLLOWS:**

SECTION 1. The Town Manager is hereby authorized and directed to apply for and submit to the Department the Application package.

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Town Manager of the Town of Los Gatos is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$150,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto.

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in

ATTACHMENT 1

the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

**ADOPTED** on June 16, 2020, by the Town Council of the Town of Los Gatos 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: \_\_\_\_\_



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2771 / FAX (916) 263-2763  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



January 27, 2020

**MEMORANDUM FOR: All Potential Applicants**

**FROM: Zachary Olmstead, Deputy Director  
Division of Housing Policy Development**

**SUBJECT: NOTICE OF FUNDING AVAILABILITY -  
LOCAL EARLY ACTION PLANNING GRANTS PROGRAM**

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the regional housing need assessment (RHNA).

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an Over-the-Counter (OTC) basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 West El Camino Ave, Suite 500  
Sacramento, CA 95833**

Program applications, forms and instructions are available on the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>. If you have questions regarding this NOFA, please email the Department at [EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov).

Attachment

ATTACHMENT 2

**LOCAL EARLY ACTION PLANNING GRANTS PROGRAM  
(LEAP)  
2020 NOTICE OF FUNDING AVAILABILITY**



**State of California  
Governor Gavin Newsom**

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# 2019 NOTICE OF FUNDING AVAILABILITY LOCAL EARLY ACTION PLANNING GRANTS PROGRAM

## I. Introduction

The California Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the Local Early Action Planning Grants Program (LEAP or Program). LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515.03 (Chapter 159, Statutes of 2019)). The Program provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the RHNA.

## II. Authority and Scope

This NOFA is authorized pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05). The NOFA implements, interprets, and makes specific provisions for purposes of implementing planning grants to jurisdictions pursuant to 50515.03 (hereinafter "LEAP").

This NOFA establishes terms, conditions, forms, procedures and other mechanisms as the Department deems necessary to exercise the powers and perform the duties conferred by Chapter 3.1.

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

*Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 800 (1999)

Further, the Department may implement the Program through the issuance of forms, guidelines, and one or more NOFAs, as the Department deems necessary, to exercise the powers and perform the duties conferred on it by this chapter. Any forms, guidelines, and notices of funding availability adopted pursuant to this section are hereby exempted from the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code). (Health and Safety Code Section 50515.04(f)).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA, including, but not limited to, grant award amounts.

### III. Program Summary

The Local Early Action Planning Grants Program (LEAP or Program) is part of the broader Program formerly known as the Local Government Planning Support Grants Program, which was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides a spectrum of support, incentives, resources and accountability to meet California’s housing goals. Some specific elements include:

- Planning Support (local and regional planning grants)
- Incentives (Prohousing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

### IV. Program Timeline

Grants will be available to eligible applicants on a noncompetitive, Over-the-Counter (OTC) basis. Applications will be accepted from the date of the release of this NOFA and up until July 1, 2020. See Table 1 below for the anticipated timeline for awards for the OTC period.

<b>Event</b>	<b>Date</b>
NOFA Release	January 27, 2020
NOFA Application Webinar	February 14, 2020
NOFA Application Workshops	February and March 2020
Final Due Date for OTC Applications	July 1, 2020
Technical Assistance	February 2020 through December 31, 2023
Expenditure Deadline	December 31, 2023

The Department will review applications within 30 days and target award of applications within 60 days, with subsequent Standard Agreements processed within 60 days of award. Applicants are encouraged to submit early in the application window.

The Department will hold workshops and a webinar to review the LEAP NOFA and application and will be conducting technical assistance to aid applicants throughout the OTC period and implementation of the grant. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department’s website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

## V. Award Amounts

This Program will make \$119,040,000 dollars available to jurisdictions for Program implementation, including state operations and expenditures, and technical assistance. Maximum award amounts are based on population estimates as of January 1, 2019.<sup>1</sup> The minimum award amount is \$25,000. The maximum amount that a jurisdiction may receive pursuant to this subdivision shall be as follows:

Jurisdiction Size (in population)	Maximum Award Amount
750,000 or greater	\$1,500,000
300,000 to 749,999	\$750,000
100,000 to 299,999	\$500,000
60,000 to 99,999	\$300,000
20,000 to 59,999	\$150,000
Less than 20,000	\$65,000

Applicants seeking partnerships with other local governments will be additive. For example, two jurisdictions between 100,000 and 299,999 people could submit a proposal for up to \$1.0 million.

## VI. Eligible Applicants

Eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect

<sup>1</sup> Population estimates, posted as of January 1, 2019, are based on the Department of Finance E-1 report. Official maximum amounts per jurisdiction can be found at the Department’s website at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

on land-use or development within the participating localities. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community-based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria. Applicants forming partnerships, must submit separate, completed and signed application packages, including resolutions and a copy of the signed agreement between partners to the Department in order to be awarded funds.

## VII. Eligible Activities

Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production. Eligible activities are not necessarily jurisdiction-wide and may include a smaller geography with a significant impact on housing production. For example, eligible activities may include a housing development-related project with a significant community level impact, or planning or process improvement for a project with an ongoing community impact beyond the project. Eligible activities may include a variety of planning documents and processes, including, but not limited to, the following as set forth in Health and Safety Code section 50515.03(c):

1. Rezoning and encouraging development by updating planning documents and zoning ordinances, such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs;
2. Completing environmental clearance to eliminate the need for project-specific review;
3. Establishing housing incentive zones or other area-based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code, or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code;
4. Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents;
5. Planning documents to promote development of publicly-owned land, such as partnering with other local entities to identify and prepare excess or surplus property for residential development;
6. Revamping local planning processes to speed up housing production;
7. Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code;
8. Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production, including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

9. Rezoning to meet requirements pursuant to Gov. Code Section 65583(c)(1), and other rezoning efforts to comply with Housing Element requirements, including Gov. Code Section 65583.2(c) (AB 1397, Statutes of 2018);
10. Upzoning or other implementation measures to intensify land use patterns in strategic locations, such as close proximity to transit, jobs or other amenities;
11. Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
12. Establishing pre-approved architectural and site plans;
13. Preparing and adopting Housing Elements of the General Plan that include an implementation component to facilitate compliance with the sixth cycle RHNA;
14. Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) pursuant to Health and Safety Code Section 50515.02(f) that accommodate the development of housing and infrastructure, and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation;
15. Zoning for by-right supportive housing, pursuant to Gov. Code section 65651 (Chapter 753, Statutes of 2018);
16. Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
17. Planning documents related to carrying out a local or regional housing trust fund;
18. Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15 percent of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production; and
19. Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production; and
20. Establishing Prohousing Policies, as follows:

### **Prohousing Policies**

The Department encourages applicants to consider LEAP funds to facilitate designation as a Prohousing jurisdiction.

The 2019-20 Budget Act requires the Department to develop the Prohousing designation emergency regulations by no later than July 1, 2021. This program will allow the Department to designate jurisdictions as “Prohousing,” when they demonstrate policies and strategies to accelerate housing production. In turn, Prohousing jurisdictions will be awarded additional points or preference in programs such as the Affordable Housing and Sustainable Communities (AHSC), Transformative Climate Communities (TCC), Infill Infrastructure Grant (IIG) programs and other state funding programs. The Department anticipates developing emergency regulations and Prohousing designations prior to July 1, 2021, and will seek to designate jurisdictions prior to future rounds of AHSC, TCC and IIG



programs.

Pursuant to Gov. Code Section 65589.9(f)(2), “Prohousing” policies mean policies that facilitate the planning, approval, or construction of housing. These policies may include, but are not limited to, the following:

- A. Planning for local financial incentives for housing, including, but not limited to, establishing a local housing trust fund;
- B. Reducing parking requirements for sites that are zoned for residential development;
- C. Adoption of zoning allowing for use by right for residential and mixed-use development;
- D. Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate the minimum existing RHNA for the current Housing Element cycle;
- E. Adoption of accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Section 65852.2, as determined by the Department;
- F. Process improvements that reduce permit processing time;
- G. Creating of objective development standards;
- H. Studies and implementing actions that reduce development impact fees; and
- I. Establishing a Workforce Housing Opportunity Zone, as defined in Section 65620, or a housing sustainability district, as defined in Section 66200.”

### **VIII. Ineligible Activities**

- 1. Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the RHNA;
- 2. Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact supply, cost, approval certainty and timing, planned development, or other similarly constraining processes; and
- 3. Project specific planning documents that do not have a significant impact on accelerating housing production or significant community level or re-occurring benefit beyond the project.
- 4. The Department may consider proposals that are combined with larger proposals that have a positive housing component and the net effect on accelerating housing production is significant. For example, an applicant may propose combining an open-space designation, downzoning, or anti-displacement measures with by-right upzoning that has a significant net gain in housing capacity.

## **IX. Eligible Uses**

1. Grant funds may cover the costs of temporary staffing or consultant needs associated with eligible activities;
2. Grant funds shall be used for the costs of preparing and adopting the proposed activity;
3. A jurisdiction that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the jurisdiction of its responsibilities under the Program;
4. Eligible expenditures may be incurred and expended for the project(s) subject to the terms and conditions of the Standard Agreement; and
5. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable.

## **X. Ineligible Uses**

1. Program grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed activity;
2. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement; and
3. Approved and eligible costs incurred prior to the NOFA date are ineligible.

## **XI. Application Requirements**

Until July 1, 2020, a jurisdiction may request an allocation of funds pursuant to this section by submitting a complete application to the Department that demonstrates:

1. A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses;
2. How proposed activities will increase housing planning and facilitate accelerating local housing production;
3. Completed or proposed activities consistent with the state or other planning priorities; and
4. All other required information contained in the Department's application

Applicants will demonstrate consistency with these requirements utilizing the forms and manner prescribed in the Department application.

*Accelerating Housing Production:* Applicants must propose and document plans or processes that increase housing planning and facilitate accelerating local housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing

supply and affordability. An application must include an explanation and documentation of the nexus to accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see the Department's application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

*State and Other Planning Priorities:* Consistency with state or other planning priorities may be demonstrated through proposed activities in the application **OR** activities that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Department's application).

## **XII. Application Submission Requirements**

In order to be eligible for grant funding, an applicant must submit a completed, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis as of the date of this NOFA through July 1, 2020. The Department encourages early applications and will accept applications post-marked by the July 1, 2020 deadline. Applicants may utilize various carrier services, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. All applications must be submitted to the Department at the following address:

**California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 West El Camino Ave, Suite 500  
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>.

## **XIII. Application Review**

1. The Program will not utilize a competitive process to award funds.
2. Funds will be available to eligible applicants on a rolling OTC basis that begins as of the date of this NOFA and ends July 1, 2020.
3. An application form will be available upon release of the NOFA and will include forms to demonstrate meeting eligibility requirements such as, among other forms, a resolution, a proposed budget and timeline table and self-certified attachments demonstrating a nexus to housing production and consistency with state planning and other priorities;
4. Applications will first be reviewed for, among other things, completeness, eligibility requirements, and accuracy;
5. In order to be considered complete, an application must contain requested

- information and supporting documentation where appropriate;
6. All applications must meet the eligibility requirements as specified in this NOFA;
  7. If the application is ineligible, it will not be considered for funding, but may be amended and resubmitted;
  8. The Department may request additional information to complete and approve the application for funding;
  9. Applications recommended for funding are subject to conditions specified by the Department;
  10. Applications will be reviewed within 30 days from the date the Department receives the application; and
  11. All applicants not meeting the eligibility requirements will be informed within 30 days from the date the Department receives the application.

#### **XIV. Award Letter and Standard Agreement**

Successful applicants will receive an Award Letter from the Department and will be awarded funds. Applicants will enter into a state Standard Agreement (Standard Agreement) for distribution of funds. The Standard Agreement process will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the Standard Agreement.

#### **XV. Appeals**

1. Basis of Appeals:
  - A. Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Department Director.
  - B. The decision of the Director is final and not subject to further administrative or judicial review.
  - C. No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, award, denial of award, or any other related matter.
2. Appeals Process and Deadlines:
  - A. Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials is required to be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

California Department of Housing and Community Development  
Division of Housing Policy Development  
2020 W. El Camino Avenue, Suite 500  
Sacramento, California 95833  
[EarlyActionPlanning@hcd.ca.gov](mailto:EarlyActionPlanning@hcd.ca.gov)

The Director will accept appeals delivered through a carrier service such as the U.S. Postal Service, UPS, Fed-Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

B. Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

3. Decision:

Any request to amend the Department's decision shall be reviewed for compliance with this NOFA and its application. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

## **XVI. Administration**

### 1. Grant Execution and Term

- A. The Department will notify the grantee if they have been selected for a grant award;
- B. After the Standard Agreement has been drawn, the grantee will be provided instructions for signing all required documents. The grantee must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions, or risk forfeiting the grant award;
- C. The grant term begins on the day the Department and the grantee have fully executed the Standard Agreement. The Department will notify the grantee and partners when work may proceed under the agreement. However, eligible activities that are approved by the Department may be retroactively reimbursed to the date of the NOFA; and
- D. The end of the grant term will be determined by the state based on the availability of grant funds and the administrative requirements for liquidation.

## 2. Payment and Accounting of Grant Funds

- A. Grant funds cannot be disbursed until the Standard Agreement has been fully executed;
- B. The grantee will be responsible for compiling and submitting all invoices and reporting documents. Grantees will submit for reimbursements to the Department based on actual cost incurred;
- C. The grantee must bill the state based on clear deliverables outlined in the Standard Agreement or budget timeline. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed and processed prior to the expenditure deadline, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible;
- D. Work must be completed prior to requesting reimbursement;
- E. Grant fund payment will be made on a reimbursement basis; advance payments are not allowed. The grantee and partners must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. Project invoices will be submitted to the Department by the grantee on a quarterly basis;
- F. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work;
- G. Supporting documentation may include, but is not limited to: receipts, progress payments, subcontractor invoices, time cards, etc.;
- H. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid. The Department may withhold 10 percent of the grant until grant terms have been fulfilled; and
- I. Each recipient of funds under the Program shall expend those funds no later than December 31, 2023.

## 3. Accounting Records and Audits

- A. The grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required;
- B. The grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project, in accordance with generally accepted accounting principles;
- C. The grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement;
- D. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated;
- E. Subcontractors employed by the grantee and paid with moneys under the

terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above;

- F. At any time during the term of the Standard Agreement, the Department may perform, or cause to be performed, a financial audit of any and all phases of the award. At the Department's request, the awardee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life;
- G. The Department may request additional information, as needed, to meet other applicable audit requirements; and
- H. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.

#### 4. Remedies of Nonperformance

- A. In the event that it is determined, at the sole discretion of the state, that the grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement;
- B. Both the grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The grantee will submit any requested documents to the Department within 30 days of the early termination notice; and
- C. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from an applicant, or pursue any other remedies available to it by law for failure to comply with Program requirements (Health and Safety Code section 50515.04(e)).

#### 5. Reporting

- A. At any time during the term of the Standard Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Standard Agreement with emphasis on eligible activities, eligible uses, ineligible uses, and expenditures, according to timelines and budgets referenced in the Standard Agreement;
- B. Awardees shall submit a report, in the form and manner prescribed by

the Department, to be made publicly available on its internet website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

- The status of the proposed uses listed in the entity’s application for funding and the corresponding impact on housing within the region or jurisdiction; and
  - A summary of building permits, certificates of occupancy, or other completed entitlements issued by entities within the region, or by the jurisdiction, as applicable.
- C. The awardee must, in lieu of a separate report, provide the above described information as part of its annual report pursuant to Gov. Code Section 65400;
- D. The Department may request additional information, as needed, to meet other applicable reporting requirements;
- E. Upon completion of all deliverables within the Standard Agreement, the awardee shall submit a close out report. See Attachment 1; and
- F. The Department shall maintain records of the following and provide that information publicly on its internet website:
- The name of each applicant for Program funds and the status of that entity’s application;
  - The number of applications for Program funding received by the Department; and
  - The information described in 5(B) above for each recipient of Program funds.

## **XVII. Right to Modify or Suspend the NOFA, and Final Decision-making**

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department’s website. You may subscribe to the Department’s email list here: [http://www.hcd.ca.gov/HCD\\_SSI/subscribe-form.html](http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html).

Further, the Department’s decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding to be provided, shall be final.



## **XVIII. Definitions**

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in Health and Safety Code section 50470.

- A. “Accelerating Housing Production” means improving the timing, cost, feasibility, approval and amount of development through various mechanisms such as zoning incentives (e.g., increased density and heights, reduced parking requirements), upzoning, zoning amendments to permit residential in non-residential zones, corridor planning, development standards modifications, non-discretionary review, financing strategies, sliding scale fee modifications, facilitating adequate infrastructure to support development, approval streamlining that addresses quickness and ease of entitlements, and other mechanisms that promote production or remove or mitigate regulatory barriers.
- B. “Affordability” means a housing unit that satisfies at least one of the following criteria:
  - 1. It is available at an “affordable rent” as that term is used and defined in Section 50053 of the Health & Safety Code;
  - 2. It is offered at an “affordable housing cost”, as that term is used and defined in Section 50052.5 of the Health & Safety Code; or
  - 3. It is available at an “affordable rent” or an “affordable housing cost” according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).
- C. “Annual Progress Report” (APR) means the annual report required to be submitted to the Department pursuant to paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
- D. “Completed entitlement” means a housing development project that has received all the required land use approvals or entitlements necessary for the issuance of a building permit and for which no additional action, including environmental review or appeals, is required to be eligible to apply for and obtain a building permit.
- E. “Council of governments” means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code that is responsible for allocating regional housing need pursuant to Sections 65584, 65584.04, and 65584.05 of the Government Code.
- F. “Department” means the California Department of Housing and Community Development.

G. "Housing" means any development that satisfies both of the following criteria:

1. At least two-thirds of the square footage of the development must be designated for residential use; and
2. Includes a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied as separate living quarters, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building, and which have a direct access from the outside of the building, or through a common hall.

Note: accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Gov. Code sections 65852.2 and 65852.22 meet the definition above.

H. "Housing Element" or "element" means the Housing Element of a community's General Plan, as required pursuant to subdivision (c) of Section 65302 of the Government Code and prepared in accordance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code.

I. "Jurisdiction" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

J. "Local government" or "Locality" means any city, including a charter city, county, including a charter county or city and county, including a charter city and county.

K. "Objective zoning standard", "objective subdivision standard", and "objective design review standard" means standards that involve no personal or subjective judgment by a public official, and are uniformly verifiable by reference to an external and uniform benchmark or criterion available, and knowable by both the development applicant or proponent and the public official prior to submittal. "Objective design review standards" means only objective design standards published and adopted by ordinance or resolution by a local jurisdiction before submission of a development application, which are broadly applicable to development within the jurisdiction.

L. "Other Planning Priorities" means planning, policies, programs or investments to promote housing choices and affordability to lower and moderate income households, the encouragement of conservation of the existing affordable housing stock, and efforts to take into account current and future impacts of climate change, including hazard mitigation.

M. "Regional housing need assessment" means the existing and projected need for housing for each region, as determined by the Department pursuant to Section 65584.01 of the Government Code.

- N. “State Planning Priorities” means priorities which are intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety in the state, including in urban, suburban, and rural communities pursuant to Gov. Code Section 65041.1.
  
- O. “Streamlined Housing Production” means improving the entitlement process through actions such as removing, mitigating or minimizing local regulatory requirements, reforming the local approval process to reduce processing times, the number of local discretionary approvals and permits needed for projects, improving approval certainty, establishing non-discretionary processes, modifying development standards, such as reducing parking requirements and increasing height limits, or other efforts, such as taking the fullest advantage of existing streamlining mechanisms provided in state law.

# Attachment 1

## Close Out Reporting Form

# LEAP Grant Close Out Reporting Template

## Brief Summary

- Overview of the project
- Project start date and duration
- Project goals and relevance to LEAP goals
- Quantified outcomes

## Lead Agency and Partnerships

- List lead agency and partnerships (including names, titles, organizations, and roles and responsibilities of each)
- What did those collaborative relationships and processes look like?

## Drivers

- Did any local, state, or federal legislation or mandates drive the project? (SB 35, AB 1397, etc.)
- Was it a community driven effort?
- Were there additional funding opportunities present?

## Engagement Process

- Who were your stakeholders?
- What did the engagement process look like?
- What role did stakeholders play in the process? (Keep in mind: training, education, council formation, technical assistance, etc.)
- What were the outcomes of the engagement process?

## Challenges

- What challenges were encountered?
- What solutions were encountered or created?
- Are there areas for improvement of policy alignment at the state or federal level to help achieve this project more easily?

# LEAP Grant Close Out Reporting Template

## Outcomes

- What are the current or projected outcomes? Benefits?
- Were outcomes as anticipated?
- Have new opportunities arisen as a result of this project?
- What are the next steps?

## Replicability

- What aspects of the project could be replicated in other communities?
- Useful resources and tools? For a specific region or sector?

## Additional Resources

- Links to the project itself
- Links to resources used throughout and any other relevant resources

## Further Information

- Who can be reached to ask more questions about this project?
- Name
- Number and/or email



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 6/16/2020

ITEM NO: 10

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**DATE:** June 10, 2020  
**TO:** Mayor and Town Council  
**FROM:** Laurel Prevetti, Town Manager  
**SUBJECT:** Authorize the Town Manager to Execute a First Amendment to the Agreement with Kimley-Horn and Associates, Inc., Modifying the Scope and Increasing the Total Compensation by \$139,430.32 for a Total Contract Amount not to Exceed \$339,430.32 for Engineering Design for the Winchester Boulevard Class IV Bikeway Project (CIP# 411-813-0240)

**RECOMMENDATION:**

Authorize the Town Manager to execute a first amendment to the agreement (Attachment 1) with Kimley-Horn and Associates, Inc., modifying the scope and increasing the total compensation by \$139,430.32 for a total contract amount not to exceed \$339,430.32 for engineering design for the Winchester Boulevard Class IV Bikeway project (CIP# 411-813-0240).

**BACKGROUND:**

Winchester Boulevard is a major arterial street parallel to Highway 17, which borders both the Town of Los Gatos and the City of Monte Sereno. The Los Gatos Bicycle and Pedestrian Master Plan (BPMP) identifies Class IV bike lanes along Winchester Boulevard as an improvement project.

At the December 17, 2019 meeting, the Town Council authorized an Agreement for Consultant Services with Kimley-Horn and Associates, Inc. for the Winchester Boulevard Complete Streets design (CIP# 411-813-0238) in the amount not to exceed \$200,000. The design work started in January 2020.

The Winchester Boulevard Class IV Protected Bikeway Project is a separate project included in the Fiscal Year 2020-21 Capital Improvement Program Budget for a total amount of \$982,455, including a Transportation Fund for Clean Air (TFCA) grant of \$293,900 from the Bay Area Air Quality Management District.

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

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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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DISCUSSION:

The Winchester Boulevard Class IV Bikeway project scope includes pavement work on Winchester Boulevard south of Lark Avenue and the installation of a Class IV bikeway. The existing Pavement Condition Index (PCI) of this section of roadway is below 50, which is in the “Poor” condition category. Similar to the Blossom Hill Road Bicycle and Pedestrian project completed last year, the pavement reconstruction will be coordinated to coincide with the construction of the new Class IV bicycle lanes. By combining the pavement work and the construction of the Class IV bike lanes, the Town can realize cost savings and less interruption to traffic operations. The work for the combined projects will be constructed in the summer of 2021.

Only the design for the bikeway project is being included in the consultant services agreement. The pavement reconstruction will be designed by Town staff. The attached First Amendment to Agreement for Consultant Services, including the scope of services and associated cost proposal, has been negotiated with Kimley-Horn and Associates, Inc.

Staff is recommending adding the Class IV Bikeway design to the agreement with Kimley-Horn and Associates because the team has made satisfactory progress in the current scope for the Winchester Boulevard Complete Streets Design. Treatments recommended in the Winchester Boulevard Complete Streets project will likely include enhanced bike lanes with landscaped separations, pedestrian crossings, sidewalk improvements, pedestrian refuge islands, landscaped medians, intersection modifications, and stormwater retention. The Town has been awarded a grant of \$1.73 million for final design of Complete Streets improvements in the Measure B program. Based on this project’s ranking in the application process, the Measure B dollars are anticipated in the 2022 – 2026 time frame with construction occurring following design and upon identification of construction funding.

CONCLUSION:

Staff is recommending the Town Council authorize the Town Manager to execute a First Amendment to Consultant Services Agreement for Winchester Boulevard Class IV Bikeway Design. If the Council approves this agenda item, staff and consultant will begin the design this summer and issue the construction bid in early 2021. The street resurfacing work will be completed in the summer ahead of the bikeway installation.

COORDINATION:

This report was coordinated with the Town Attorney’s Office and the Finance Department.



PAGE 3 OF 3

SUBJECT: Winchester Boulevard Class IV Bikeway Project (CIP #411-813-0240)

DATE: June 10, 2020

FISCAL IMPACT:

Project #411-813-0240 Winchester Boulevard Class IV Bikeway in the Fiscal Year 2020/21 – 2024/25 Capital Improvement Program Budget has sufficient budget for the contract amendment.

ENVIRONMENTAL ASSESSMENT:

The recommended action is not a project as defined under CEQA, and no further action is required. The construction of improvements is a project as defined under CEQA and is Categorically Exempt, Section 15064.3 (2). A Notice of Exemption was filed on September 5, 2019.

Attachments:

1. First Amendment to Agreement for Consultant Services
2. Agreement for Consultant Services

## FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This AMENDMENT TO AGREEMENT is dated for identification this 16<sup>th</sup> day of June 2020 and amends that certain Agreement for Consultant Services dated December 17, 2019, made by and between the Town of Los Gatos, ("Town,") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

### RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services Agreement on December 17, 2019, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement for Consultant Services Agreement to add a scope of services for the Winchester Boulevard Class IV Protected Bikeway Design.
- C. The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- D. Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### AMENDMENT

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal dated June 8, 2020, which is hereby incorporated by reference and attached as Exhibit A.
- 2.6 Compensation. Compensation for Consultant's professional services for the additional scope of services **shall not exceed \$139,430.32**, for a **total agreement amount not to exceed \$339,430.32** inclusive of all costs. Payment shall be based upon Town approval of each task.

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

Service Provider by:

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

By: \_\_\_\_\_  
Print Name, Title

Department Approval:

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

Approved as to Form:

Attest:

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

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

# Scope of Services

## Winchester Boulevard – “Quick-Build” Class IV Bike Lanes

### Project Understanding

The Town of Los Gatos is planning improvements to Winchester Boulevard between Blossom Hill Road and Albright Way, an approximately 1.5 mile long corridor, to implement separated (Class IV) bike lanes. Additional improvements to Winchester Boulevard are planned for future phases, including the construction of sidewalk, landscaped and/or raised medians (for bike lane separation and travel way separation), curb extensions, transit improvements, green street facilities, and extending the proposed separated bike lane and sidewalk improvements from Albright Way to Knowles Drive. Previous phases of the project included concept development for the final build-out conditions, limited traffic analysis, and existing conditions data collection.

The “quick-build” phase discussed in this scope of services includes the development of construction-ready documents for the implementation of Class IV bike lanes using signage, striping, and flexible post bollards (such as K-71s), while minimizing civil construction. The project will be implemented in conjunction with a pavement rehabilitation project by the Town. All design effort related to the pavement rehabilitation project is assumed to be completed as part of a separate effort by the Town and not included in this scope of services. Existing roadway width, curb lines, signals, curb ramps, utilities, and other existing features are anticipated to be protected in place to the extent feasible while meeting the quick-build project’s goals. Additional services that may be necessary to incorporate more significant enhancements to support the Class IV facility, such as curb and modifications at intersections, new or significant modifications to existing landscaping, stormwater treatment, and grading that are not expressly noted in this scope, are considered optional services and not included in the base effort at this time.

### Expected Results

This task order will result in final plans, specifications, and opinion of probable construction cost (PS&E) for the Winchester Boulevard – Quick-Build Class IV Bike Lanes project.

### Assumptions

The scope of services for the Quick-Build Class IV Bike Lane Design is based on the following assumptions:

#### Class IV Bicycle Facilities

- Class IV bike lane facilities will be achieved by providing signage, striping, and vertical separation with flexible post bollards.
- Improvements will only be provided within the limits of the existing roadway. There will be no changes to any existing curb alignments or areas behind existing curbs. There will be no pedestrian or intersection improvements, beyond striping. Existing medians will be protected in place with the potential exceptions of the medians/bulb-outs near Daves Avenue and Wimbledon Drive.
- There will be no roadway excavation.
- There will be no utility modifications or relocations.
- There will be no drainage infrastructure modifications.
- It is assumed that prior to signing and striping work, a slurry seal coat will be applied to the roadway by another project.
- All existing bus stops along the corridor will remain as curb-side mixing zones. There will be no bus stop improvements beyond striping.

#### Intersection Improvements

- Intersection modifications are assumed to consist of signage, striping (such as green conflict paint), and vertical separation such as flexible post bollards. Additional intersection or pedestrian improvements (beyond the previously mentioned median/bulb-out modifications at Daves Avenue and Wimbledon Drive) are included as an optional task.
- Signal modifications are assumed to be minor changes to detection that can be included on the signage and striping plans. Video detection modifications are assumed to be performed by Town staff in the field. Full signal plans are not included in this proposal.
- Existing on-street parking between Blossom Hill Road and Shelburne Way will be removed.

### Landscape Improvements

- Landscape improvements are assumed to be limited to the median improvements previously noted. Proposed landscape improvements will match existing conditions as possible, and will comply with the State of California's AB1881 requirements, the 1988 Town of Los Gatos Landscaping Policies, and applicable regional ordinances and regulations.
- It is assumed that all trees within the public right-of-way will be protected in place.
- It is assumed that there will be no disturbance of landscape areas outside the public right-of-way.

### General Notes

- It is assumed that environmental clearance has already been completed and the Town has supporting documentation to fully cover the project included in this scope.
- It is assumed that street resurfacing will be completed as a separate project, just prior to the implementation of the proposed Quick-Build Class IV Bikeway. Traffic control plans for the entirety of the street resurfacing and installation of the Class IV Bike Lanes is assumed to be completed as part of street resurfacing project and are not included in this scope of services.

All design work that deviate from the assumptions above will be considered as additional scope and can be done as an amendment to the contract with updates to the contract fee and schedule.

## **Task 1: Project Management**

### Task 1.1: Meetings

Kimley-Horn will participate in a kick-off meeting with the Town to finalize project procedures and expectations and refine the project schedule. Additional meetings are included in corresponding project tasks. Kimley-Horn will prepare the meeting agenda and distribute meeting minutes for each meeting. All meetings are assumed to occur remotely, via online video conference calls.

### Task 1.2: Bi-Weekly Design Calls

Kimley-Horn will hold approximately bi-weekly conference calls with the Town project manager during the design phase to coordinate on project progress, data collection needs, upcoming meetings, and deliverables. It is anticipated that the design phase of the project will last up to 3 months. The Kimley-Horn team will maintain an online sharing document that will be used to document action items from coordination meetings, to track deliverable progress, and to document key decisions or needed input. To the extent that the Quick Build project overlaps with the overall concept development project, it is assumed that these bi-weekly calls will be combined into a single call.

### Task 1.3: Task Order Management

Kimley-Horn will also provide task order management including invoicing, coordination with Town staff, monthly progress reports, and other project management activities for the duration of the task order (up to 3 months).

#### *Task 1 Deliverables:*

- *Project Schedule and updates (PDF Format)*
- *Meeting agendas and minutes (PDF Format)*
- *Monthly Status Reports and Invoices (PDF Format)*
- *Online sharing document (Electronic Format)*

## **Task 2: Preliminary Concept Development**

### Task 2.1: Concept Confirmation

Kimley-Horn will hold a virtual meeting with the Town to review previously developed cross sections and key intersection layouts. Kimley-Horn will use previously collected aerial survey and existing conditions data to refine intersection concepts at up to 3 intersections.

### Task 2.2: 35% Plans

Utilizing the feedback received in Task 2.1, Kimley-Horn will develop 35% design plans for the Class IV Bikeway project between Blossom Hill Road and Albright Way. The design will be developed using Caltrans Standards & Specifications, the Town's standard details for civil design, and VTA guidelines. The Manual of Uniform Traffic Control Devices – California Edition will form

the basis for signing, striping, traffic handling and staging plans. 35% plans will include the base horizontal layout with minimal callouts.

The anticipated plan set will be 24" x 36", and includes the follow sheets:

- Title Sheet (1 Sheet)
- General Notes & References (1 Sheet)
- Legend, Abbreviations, and Sheet Index Table (1 Sheet)
- Key Map (1 Sheet)
- Survey and Horizontal Control (2 Sheets)
- Typical Sections (3 sheets)
- Demolition Plans (1 Sheet)
- Layout Plans (1 Sheet)
- Horizontal and Vertical Control (1 Sheet)
- Construction Details (1 Sheet)
- Signage & Striping Details (1 Sheet)
- Signage & Striping Plans (7 Sheets)
- Landscape Plans (1 Sheet)

*Task 2 Deliverables:*

- *Refined Conceptual Cross Sections and Intersection Sketches (PDF Format)*
- *One electronic copy of the 35% plans (PDF Format)*

### Task 3: 90% Plans, Specifications, and Opinion of Probable Construction Cost (PS&E)

#### Task 3.1: Response to Comments

After the Town has concluded their review of the 35% Submittal, Kimley-Horn will provide written responses to the Town's single set of consolidated, non-conflicting comments. Kimley-Horn will attend one meeting with the Town to review comments and resolve any outstanding issues.

#### Task 3.2: 90% Plans

Kimley-Horn will prepare a 90% PS&E package based on the feedback and comments received during previous tasks.

#### Task 3.3: 90% Opinion of Probable Construction Cost (OPCC)

Kimley-Horn will prepare an OPCC based on the 90% Plans.

#### Task 3.4: 90% Specifications

Kimley-Horn will prepare standard special provisions/specifications for the 90% submittal. The special provisions shall refer to the 2018 standard specifications for Public Works Construction (Greenbook) as amended by the Town's Standard General Conditions and General Provisions, as necessary.

*Task 3 Deliverables:*

- *One electronic copy of the 90% plans (PDF Format)*
- *One electronic copy of the 90% OPCC (PDF Format)*
- *One electronic copy of the Technical Specifications (Word Document)*
- *35% Comment Resolution (PDF Format)*

### Task 4: 100% PS&E

#### Task 4.1: Response to Comments

After the Town has concluded their review of the 90% Submittal, Kimley-Horn will provide written responses to the Town's single set of consolidated, non-conflicting comments. Kimley-Horn will attend one meeting with the Town to review comments and resolve any outstanding issues.

#### Task 4.2: 100% Plans

Kimley-Horn will finalize a 100% plan set based on the feedback and comments.

Task 4.3: 100% OPCC

Kimley-Horn will finalize the 100% OPCC based on direction agreed upon during 90% comment resolution meeting.

Task 4.4: 100% Specifications

Kimley-Horn will finalize the 100% standard special provisions/specification based on direction agreed upon during 90% comment resolution meeting.

Task 4 Deliverables:

- *One signed copy of the full size plans (24"x36" mylar)*
- *One electronic copy of the 100% plans (PDF Format)*
- *One electronic copy of the 100% OPCC (PDF Format)*
- *One signed electronic copy of the Technical Specifications (Word Document)*
- *90% Comment Resolution (PDF Format)*
- *AutoCAD Design Files (2020)*

Additional Services

The following services are specifically not included as part of the final design scope can be performed as additional services:

- Geotechnical Services
- Stage Construction/Traffic Control Plans
- Additional Environmental work not already completed by the Town
- SWPPP
- Water Pollution/Erosion Control Plans
- Replacement of existing monuments (disturbed during construction)
- Title report research
- Coordination with property owners

Optional ServicesTask 5: Intersection Improvements

Task 2.2 will identify the desired intersection treatments at the Lark Avenue intersection. Should the preferred configuration require curb, median, or pork-chop modifications and this optional task is selected by the Town, Kimley-Horn will prepare plans for civil improvements at the Lark Avenue intersection, including 1 of each of the following plan sheets, up to the level of effort identified in the fee spreadsheet: demolition plan, improvement plan, horizontal & vertical control plan, landscape and irrigation plan. The intersection improvements will be included in the 90% and 100% OPCC.

Task 6: Bid Period Services

Kimley-Horn will respond to Requests for Clarification and questions from bidders; prepare contents for addenda to be issued by the Town; assist in evaluating bids as requested by the Town during bid evaluation; revise plans and specifications as required by addenda (assumed up to one for budgeting purposes); and prepare conformed set of drawings (24 x 36") and technical specifications (letter) to be presented at pre-construction meeting. Kimley-Horn will provide these services up to the level of effort identified in the fee spreadsheet. This effort assumes bid period services will continue for up to 3 months.

Task 7: Design Services During Construction (DSDC)

Kimley-Horn will provide design services during construction up to the level of effort identified in the fee spreadsheet. This effort assumes DSDC will continue for up to 4 months.

## Winchester Boulevard Quick-Build Class IV Bike Lanes Design - Project Schedule

June 2020

Item Number	Agency	Process	Task	Begin	End	Duration (weeks)
<b>Preliminary Concept Development</b>						
1	KH + Town	Admin	Ammendment Signed	7/1/2020	7/1/2020	0
2	KH + Town	Meeting	Kick-Off Meeting	7/8/2020	7/8/2020	0
3	KH	Design	Concept Confirmation Updates	7/8/2020	7/29/2020	3
4	Town	Review	Review Concepts	7/29/2020	8/5/2020	1
5	KH + Town	Meeting	Confirm Concepts	8/5/2020	8/5/2020	0
6	KH	Design	35% Plans	8/5/2020	8/26/2020	3
7	KH + Town	Outreach	Public Outreach (concurrent with plan development) <sup>1</sup>	8/26/2020	8/26/2020	0
8	Town	Review	Review 35% Plans	8/26/2020	9/9/2020	2
<b>90% PS&amp;E</b>						
9	KH + Town	Meeting	Response to 35% Comments	9/9/2020	9/16/2020	1
10	KH	Design	90% PS&E	9/16/2020	10/14/2020	4
11	Town	Review	Review 90% PS&E	10/14/2020	10/28/2020	2
<b>100% PS&amp;E</b>						
12	KH + Town	Meeting	Response to 90% Comments	10/28/2020	11/4/2020	1
13	KH	Design	100% PS&E	11/4/2020	11/18/2020	2
<b>Total</b>				<b>7/1/2020</b>	<b>11/18/2020</b>	<b>20</b>

Notes:

<sup>1</sup> Timing of public outreach not yet determined. Assumed to occur concurrent with plan preparation.



**Winchester Boulevard Quick-Build Class IV Bike Lanes**

		Kimley-Horn and Associates, Inc.								
Name	A. Dankberg	F. Venter	M. Ulery	N. Willis	M. Zippagan	Sr. Project Support	Project Support			
Category/Title	Project Manager	PIC/QA-QC	Sr. Professional	Engineer/Planner	Analyst					
Direct Rate	\$71.64	\$97.60	\$65.15	\$53.83	\$38.55	\$46.52	\$33.18			
Billing Rate	\$231.85	\$315.87	\$210.85	\$174.21	\$124.76	\$150.56	\$107.38	Total Hours	Total Cost	
<b>Labor</b>										
<b>Task 1</b>	<b>Project Management</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>10</b>	<b>6</b>	<b>4</b>	<b>50</b>	<b>\$ 8,844.47</b>
Task 1.1	Meetings	4			4	2		2	12	\$ 2,088.57
Task 1.2	Bi-Weekly Design Calls	8			8	8			24	\$ 4,246.66
Task 1.3	Task Order Management	6					6	2	14	\$ 2,509.24
<b>Task 2</b>	<b>35% Plans</b>	<b>14</b>	<b>2</b>	<b>6</b>	<b>44</b>	<b>112</b>	<b>0</b>	<b>2</b>	<b>180</b>	<b>\$ 26,996.48</b>
Task 2.1	Concept Confirmation	6			12	22			40	\$ 6,226.49
Task 2.2	35% Plans	8	2	6	32	90		2	140	\$ 20,769.99
<b>Task 3</b>	<b>90% PS&amp;E</b>	<b>24</b>	<b>2</b>	<b>10</b>	<b>90</b>	<b>202</b>	<b>0</b>	<b>2</b>	<b>330</b>	<b>\$ 49,400.97</b>
Task 3.1	Response to Comments	6			6	6			18	\$ 3,185.00
Task 3.2	90% Plans	10	2	10	56	176		2	256	\$ 36,987.86
Task 3.3	90% OPCC	4			16	20			40	\$ 6,210.11
Task 3.4	90% Specifications	4			12				16	\$ 3,018.00
<b>Task 5</b>	<b>100% PS&amp;E</b>	<b>14</b>	<b>0</b>	<b>2</b>	<b>30</b>	<b>42</b>	<b>0</b>	<b>4</b>	<b>92</b>	<b>\$ 14,563.69</b>
Task 4.1	Response to Comments	6			6	6			18	\$ 3,185.00
Task 4.2	100% Plans	4		2	10	30		4	50	\$ 7,263.69
Task 4.3	100% OPCC	2			6	6			14	\$ 2,257.58
Task 4.4	100% Specifications	2			8				10	\$ 1,857.43
<b>Labor Total Hours</b>		<b>70</b>	<b>4</b>	<b>18</b>	<b>176</b>	<b>366</b>	<b>6</b>	<b>12</b>	<b>652</b>	
<b>Subtotal Labor without Optional Tasks</b>		<b>\$ 16,229.85</b>	<b>\$ 1,263.49</b>	<b>\$ 3,795.31</b>	<b>\$ 30,661.82</b>	<b>\$ 45,663.20</b>	<b>\$ 903.34</b>	<b>\$ 1,288.60</b>		<b>\$ 99,805.61</b>
<b>Direct Costs</b>										
	Mileage/Printing									\$ 600.00
<b>Subtotal Labor without Optional Tasks</b>										<b>\$ 600.00</b>
<b>TOTAL BASE</b>		<b>\$ 16,229.85</b>	<b>\$ 1,263.49</b>	<b>\$ 3,795.31</b>	<b>\$ 30,661.82</b>	<b>\$ 45,663.20</b>	<b>\$ 903.34</b>	<b>\$ 1,288.60</b>		<b>\$ 100,405.61</b>
<b>OPTIONAL TASKS</b>										
<b>Task 5</b>	<b>Intersection Improvements</b>	<b>6</b>		<b>6</b>	<b>26</b>	<b>58</b>		<b>2</b>	<b>98</b>	<b>\$ 14,636.83</b>
<b>Task 6</b>	<b>Bid Period Services</b>	<b>8</b>	<b>4</b>		<b>30</b>	<b>20</b>	<b>4</b>	<b>6</b>	<b>72</b>	<b>\$ 12,086.56</b>
<b>Task 7</b>	<b>Design Services During Construction</b>	<b>8</b>	<b>4</b>		<b>30</b>	<b>20</b>	<b>4</b>	<b>8</b>	<b>74</b>	<b>\$ 12,301.32</b>
<b>Optional Labor Total Hours</b>		<b>22</b>	<b>8</b>	<b>6</b>	<b>86</b>	<b>98</b>	<b>8</b>	<b>16</b>	<b>244</b>	
<b>Subtotal Optional Labor</b>		<b>\$ 5,100.81</b>	<b>\$ 2,526.97</b>	<b>\$ 1,265.10</b>	<b>\$ 14,982.48</b>	<b>\$ 12,226.76</b>	<b>\$ 1,204.45</b>	<b>\$ 1,718.13</b>		<b>\$ 39,024.71</b>
<b>TOTAL BASE + OPTIONAL</b>		<b>\$ 21,330.66</b>	<b>\$ 3,790.46</b>	<b>\$ 5,060.42</b>	<b>\$ 45,644.30</b>	<b>\$ 57,889.96</b>	<b>\$ 2,107.80</b>	<b>\$ 3,006.74</b>		<b>\$ 139,430.32</b>

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on December 17, 2019 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and KIMLEY-HORN AND ASSOCIATES, INC., ("Consultant"), whose address is 100 W. San Fernando Street, Suite 250, San Jose, CA 95113. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 The Town desires to engage Consultant to provide engineering design services for the Winchester Boulevard Complete Streets Improvements between Blossom Hill Road and Knowles Drive in Los Gatos.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

### II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on December 11, 2019, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from December 20, 2019 to December 31, 2021. Consultant shall perform the services described in this agreement as follows: engineering design services for the Winchester Boulevard Complete Streets Improvements between Blossom Hill Road and Knowles Drive.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

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

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$200,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

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

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

Invoices:

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

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

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

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor

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

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

#### **IV. GENERAL TERMS**

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

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

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

Kimley-Horn and Associates, Inc.  
100 W. San Fernando Street, Suite 250  
San Jose, CA 95113

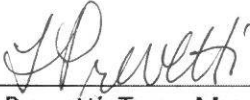
or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

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

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

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

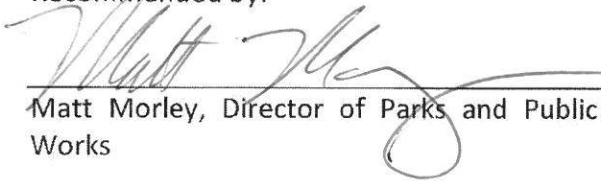
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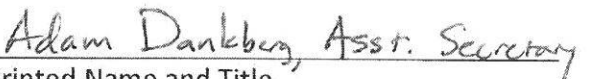
  
\_\_\_\_\_  
Laurel Prevetti, Town Manager

Consultant, by:

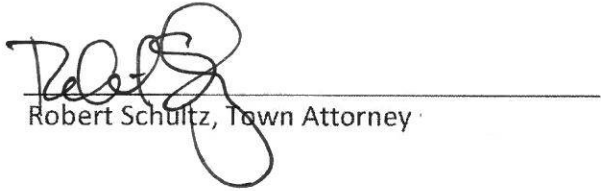
  
\_\_\_\_\_  
Adam Dankeberg, P.E. CA 70598

Recommended by:

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

  
\_\_\_\_\_  
Adam Dankeberg, Asst. Secretary  
Printed Name and Title KHACA  
03

Approved as to Form:

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

Attest:

  
\_\_\_\_\_  
Shelley Neis, CMC, Town Clerk



# Winchester Boulevard Complete Streets Plan

## Scope of Services

### Task 1: Project Management

Kimley-Horn will participate in a kick-off meeting with the Town to finalize project procedures and expectations and refine the project schedule. Kimley-Horn will prepare the meeting agenda and distribute meeting minutes within one (1) week of the meeting. Kimley-Horn will attend up to two (2) additional project meetings at Town offices throughout the project to discuss project progress and findings. One meeting is assumed occur in each of Tasks 4 and 6 for workshops with the Town to discuss the conceptual designs.

Kimley-Horn will hold approximately bi-weekly conference calls with the Town project manager to coordinate on project progress, data collection needs, upcoming meetings, and deliverables. It is anticipated that the project will last up to 8 months, and the fee corresponds with up to 15 coordination calls. The Kimley-Horn team will maintain an online sharing document that will be used to document action items from coordination meetings, to track deliverable progress, and to document key decisions or needed input.

#### *Task 1 Deliverables:*

- *Project Schedule and updates (PDF Format)*
- *Meeting agendas and minutes (PDF Format)*
- *Monthly Status Reports and Invoices (PDF Format)*
- *Online sharing document (Electronic Format)*

### Task 2: Preliminary Evaluation

#### Task 2.1: Existing Conditions Documentation

Kimley-Horn will assemble and summarize information on existing conditions and opportunities and constraints along the study corridor. The study corridor is defined as Winchester Boulevard between Knowles Drive and Blossom Hill Road, including up to 100 feet on the streets that intersect Winchester Boulevard. Kimley-Horn will assemble the following data assuming to be readily available from the Town and other agencies:

- Collision data for a recent 5-year period (assumed to be pulled from SWITRS and supplemented by any additional collision history provided by the Town within that period)
- Roadway geometry and lane configurations
- Existing traffic signal timing sheets
- Historical traffic volumes (including auto, bicycle, and pedestrian)
- GIS shapefiles (if available: roadway network, sidewalks, parcel/ROW info, utilities)
- Existing transit service levels, ridership, and travel time from VTA (assumes access to the Swiftly platform)
- Aerial photograph and topography

Kimley-Horn will also perform field observations of the corridor during typical weekday AM and PM peak period conditions. We will collect roadway widths using aerial photography and public mapping, and review with field observations. Uncontrolled modal conflicts, congestion points, and undesirable activity (speeding, jaywalking, illegal parking, etc.) will be observed and noted.

No traffic analysis is assumed in this task. This task will be documented in a Draft Existing Conditions Memo. Upon receipt of one round of consolidated comments from the Town, Kimley-Horn will prepare and submit a Final Existing Conditions Memo.

#### *Task 2.1 Deliverables:*

- *Draft and Revised Existing Conditions Memo (PDF Format)*

#### Task 2.2 Topographic Survey

LCC Engineering and Surveying will be performing the topographic survey as a subconsultant to Kimley-Horn. They will perform

EXHIBIT A

the following tasks:

**Arterial Topographic Survey:**

Collect topographic survey for the signing and striping improvements along Winchester Blvd. between Blossom Hill Road and Albright Way. The topographic survey will be collected from face-of-curb to face-of-curb and will not include any roadway surface features other than a crown line (if apparent) and raised medians. The survey will also not include any points within the sidewalk areas (e.g. back of curb, back of walk, etc.) adjacent to the roadway. The survey will include:

- Gutter Flowline at face of curb (including transitions/tapers and at beginning and end of curves, points of compound curvature, etc.), noting curb height & gutter width
- Roadway Crownline
- Raised medians (shots at pavement, noting curb height)

At intersections, the survey will capture the following points along the face of curb at all four corners:

- Beginning of curb return
- Mid Point of curb return
- End of curb return

Cross sections will be taken in 100-ft increments along curb (or shorter increments as appropriate per the existing alignment). GPS data may be utilized for this Task, understanding that elevations will be accurate within +/- 0.15 feet.

Utilities and striping features may not be collected.

**Detailed Topographic Survey at Two Intersections:**

Collect topographic survey at up to two intersections, to be selected by Kimley-Horn and the Town. The survey will include:

- Cross sections at 25-ft intervals
- Curb, gutter, and sidewalk, including curb ramps
- Driveways
- Landscape areas, vegetation, and trees
- Walls and Fences (height and type) within 5 feet of the back of sidewalk
- Signs, Poles, Lights, etc.
- Striping, pavement markings
- Above ground utilities (boxes, valves, irrigation facilities, street lights, manholes, etc.)
- Grade breaks
- Invert elevations of all accessible storm drain manholes, sanitary sewer manholes, and curb inlets within survey limits.

It is assumed that a Traffic Control Vehicle will not be required by the Town for field work; however, LCC will continuously use standard safety precautions (cones and "Survey Party" warning signs) for all work in and adjacent to the roadway.

Survey control shall tie into Town of Los Gatos listed survey monuments and Horizontal and Vertical System. Surveyor will provide a location and description of existing survey monument(s) used.

Electronic survey points to be delivered in AutoCAD Civil 3D release 2013 format with separate point file (.csv, .txt, .ASC, etc.). Electronic files shall include survey control information including basis of bearings.

Surfaces will be created with break lines to generate smooth contours and accurate triangulation.

This scope does not include: Setting of boundary corners; performing and preparing a Record of Survey or Corner Record; preparation of plat and/or legal descriptions; obtaining Title Reports; contracting with a subconsultant to locate existing underground utilities; construction staking or services; or Civil Engineering services. Services not included may be provided by request at our then-current rates.

**Task 2.2 Deliverables:**

- *Topographic Survey File w/ Surface (AutoCAD 2018)*

### Task 2.3 Utility Base Mapping

Kimley-Horn will obtain readily available utility facility maps from the Town and utility providers operating within the project area and create an existing utility base map to be used as a basis of design. Kimley-Horn will work with the Town to obtain appropriate contact information utility providers within the area and will send utility request letters as needed throughout the project site.

It is assumed the Town will provide available as-built records related to the project. Subsurface utility investigation is not included as part of this task.

Kimley-Horn will create a master base file of the survey and utilities. Two Kimley-Horn staff will field verify the base map and utility locations based on field conditions. Field notes and pictures will be taken to supplement design and document discrepancies.

#### *Task 2.3 Deliverables:*

- *Utility Base Map (AutoCAD 2018)*
- *Facility Maps obtained from Utility Providers available upon request*
- *Utility notification letters (and responses) available upon request*
- *Site photos and field notes available upon request*

### (OPTIONAL) – Right-of-way Surveys and Research

Within the Detailed Topographic Survey Area only, LCC will research County and Town record maps (subdivision, parcel maps, records of survey, corner records, and right-of-way maps) for information about the right-of-way (ROW) and property lines within the limits of survey. LCC will locate and tie in existing property corners and monuments found in the field, and we will determine the existing ROW and property lines from title, record map, and field information. If this effort is selected, this ROW data will then be incorporated into the project base map.

### Task 3: Draft Conceptual Design Alternatives

Utilizing the feedback received in the initial round of public outreach and the existing conditions analysis performed in Task 2, Kimley-Horn will develop conceptual design alternatives. The study corridor may be broken into two segments: (1) Knowles Drive to Albright Way and (2) Albright Way to Blossom Hill Road. The improvements in each alternative may include signing and striping changes, geometric changes, different types of vertical separation for the Class IV bike lanes, changes in intersection control, closure of sidewalk gaps, enhancing existing pedestrian facilities, stormwater treatment elements, and landscaping treatment elements.

Kimley-Horn will first develop the improvements as annotated Adobe Illustrator graphics supported by illustrative cross-sections to receive one round of input from the Town on the proposed alternatives. Up to three (3) alternatives will be developed for each segment.

Based on discussions with Town staff, up to two (2) alternatives will be selected for each segment for which Kimley-Horn will develop CAD layouts on scaled colored aerial photographs. The concepts will be configured in accordance with Town and Caltrans roadway design standards, as well as other industry best practices. The concepts will be developed to an approximately ten percent level of design, which will consist strictly of a plan view on an aerial.

Through the development of concepts, Kimley-Horn may identify locations where changes to lane geometry and signal operations may be particularly beneficial to providing the desired project outcome. For those locations, Kimley-Horn will perform traffic operations analyses to determine the effects of the desired modification on auto, bicycle, and pedestrian movements. It is anticipated that some new traffic data collection may be necessary to properly assess the effects on these locations. For the purposes of this scope, the following data collection is assumed:

- Weekday AM (7 – 9 AM) and afternoon/PM (2 – 6 PM) peak period traffic, bicycle, and pedestrian turning movement counts at up to five (5) study intersections
- Weekend (8 AM – 2 PM) peak period bicycle volume counts at up to two (2) study intersections or segments

- Three-day average daily traffic (ADT) counts at up to two (2) locations

Traffic analysis at up to five study intersection will be performed using Synchro software (version 10). The traffic analysis may be performed on both the existing condition and for up to two (2) build alternatives for the AM and afternoon/PM peak periods. No future volumes scenario is assumed.

The concepts will be provided to the Town for review and comment. Kimley-Horn will address one round of consolidated comments from the Town.

Following revision of the concepts based on Town comments, Kimley-Horn will prepare extruded cross-sections, photo-simulations, and/or 3D renderings of each of the concepts. Up to two (2) total images are assumed for each of up to two (2) build alternatives.

*Task 3 Deliverables:*

- *Illustrator-based Improvement Concepts, up to three (3) alternatives (PDF Format)*
- *Draft and Revised Conceptual Improvement Plans, up to two (2) alternatives (PDF Format)*
- *Up to two (2) visualizations, for each of up to two (2) alternatives (JPEG Format or Similar)*

**Task 4: Public Outreach Round #1**

Kimley-Horn will support Town staff for Public Outreach Round #1. Up to 55 hours of effort are included for support to the Town in Public Outreach Round #1. This may include a project factsheet, meeting boards, and meeting attendance, to be agreed upon by the Town and Kimley-Horn.

Public Outreach Round #1 is anticipated to include feedback on the conceptual alternatives.

**Task 5: Refinement of Preferred Conceptual Design Concept & Opinion of Probable Construction Cost (OPCC)**

Utilizing feedback from Public Outreach Round #1 and input from Town staff, a preferred alternative will be derived from the two alternatives developed in Task 3. It is assumed that the preferred alternative will represent refinement of one of the alternatives developed in Task 3 and does not represent an entirely new concept.

Kimley-Horn will address one (1) round of non-conflicting comments from the Town on the preferred alternative.

Following revision of the preferred concept based on Town comments, Kimley-Horn will update the visualizations created in Task 3 to reflect the preferred concept.

Kimley-Horn will prepare a conceptual opinion of probable construction cost (OPCC) and identify significant implementation steps and phasing for the proposed concept. This information will be summarized in the Complete Streets Plan in Task 7.

*Task 6 Deliverables:*

- *Draft and Revised Refined Conceptual Improvement Concept (PDF Format)*
- *Up to two (2) visualizations for the refined conceptual improvement concept (JPEG Format or Similar)*

**Task 6: Public Outreach Round #2**

Kimley-Horn will support Town staff for Public Outreach Round #2. Up to 55 hours of effort are included for support to the Town in Outreach Round #2. This may include a project factsheet, meeting boards, and meeting attendance, to be agreed upon by the Town and Kimley-Horn.

Public Outreach Round #2 is anticipated to include feedback on the preferred alternative and phasing of the near-term project.

### Task 7: Complete Streets Plan

The efforts performed as part of Tasks 1 through 6 will be summarized in a Winchester Complete Streets Plan. It is assumed that the report content will consist of existing conditions, summary of public outreach and engagement, the preferred conceptual improvement concept, associated planning level costs, and implementation strategy. Additional project material may be included in appendices. A Draft Complete Streets Plan will be submitted to the Town for one round of review and comment. Kimley-Horn will address one (1) of consolidated comments from the Town and provide a Final Complete Streets Plan.

#### *Task 7 Deliverables:*

- *Draft and Revised Complete Streets Plan (PDF Format)*

### Task 8: Public Outreach Round #3

Kimley-Horn will support Town staff for Public Outreach Round #3. Up to 40 hours of effort are included for support to the Town in Outreach Round #3. This may include a project factsheet, meeting boards, and meeting attendance, to be agreed upon by the Town and Kimley-Horn.

Public Outreach Round #3 is anticipated to include distribution of the Plan.

## Optional Supplemental Tasks

### (OPTIONAL) Task 9: Supplemental Public Outreach

Upon written notice to proceed, Kimley-Horn will assist the Town with the preparation of outreach materials or attendance at outreach events beyond the scope above. As an optional task, we have identified \$8,551 in additional outreach support to lead or support the Town on additional outreach activities.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 11

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DATE: June 10, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2020/21 Funded by State Senate Bill 1 (SB1), The Road Repair and Accountability Act of 2017

**RECOMMENDATION:**

Adopt a resolution (Attachment 1) to adopt a list of projects for Fiscal Year 2020/21 funded by State Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017.

**BACKGROUND:**

SB1, the Road Repair and Accountability Act of 2017, was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide. SB1 is intended to enable cities and counties to better address significant maintenance, rehabilitation, and safety needs on their local street systems. Maintenance and rehabilitation projects are used to extend the serviceable life of streets. The Town will receive an estimated \$526,739 in Road Maintenance and Rehabilitation Account (RMRA) funding in FY 2020/21.

Built into the Road Repair and Accountability Act are accountability and transparency measures, including a requirement that towns, cities, and counties adopt a project list at the start of every fiscal year while also providing year end reporting on completed projects. To comply, the Town must adopt a resolution with a list of all projects proposed to receive funding from the RMRA, including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

**PREPARED BY:** Bobby Gonzalez  
Senior Administrative Analyst

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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: Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2020/21 Funded by State Senate Bill 1 (SB1), The Road Repair and Accountability Act of 2017

DATE: June 10, 2020

DISCUSSION:

Attachment 1 contains the required resolution, identifying projects for sections of Winchester Boulevard and Union Avenue. The needed work on the identified streets currently exceeds the available funding within SB1. Funding from other sources will be required to complete the projects, such as the General Fund Appropriated Reserves (GFAR) and the voter-approved 2016 Measure B. Streets are prioritized based on project cost estimates at the time the project locations are set for bid, allowing for price escalation and scope adjustments prior to construction. Modifications to the list are permitted and staff may recommend modifications as the bid package is created should street segments with greater need materialize due, for example, to winter weather impacts. Final proposed projects will return to Council for approval of plans and specifications prior to bidding.

One important element associated with SB1 is a continued maintenance of effort (MOE) requirement. The MOE requirement means that local funding for routine street maintenance must not be less than the average of the three base years (2009/10 – 2011/12) as set by SB1. The State continues to refine the calculation and reporting requirements for the MOE, and it will be important for the Town to retain historic maintenance funding levels into the future so as not to put at risk the annual RMRA appropriation.

CONCLUSION:

Adoption of the recommended resolution will allow the continuation of the Town's roadway maintenance through the Capital Improvement Program.

ALTERNATIVES:

Alternatively, the Town Council could direct staff to change the proposed streets to be maintained using RMRA funds. Staff has recommended the proposed list as the identified streets carry the heaviest traffic loads and are the most expensive to repair as they fall to more intense maintenance levels.

FISCAL IMPACT:

The Town's Adopted FY 2020/21-2024/25 Capital Improvement Program has already included the estimated funds in the Street Repair and Resurfacing project. This action will have no effect on the Town's budget and only identifies the specific streets.

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

. Draft Resolution

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020/21  
FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of the Town are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

**WHEREAS**, the Town must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the Town, will receive an estimated \$532,580 in RMRA funding in Fiscal Year 2020/21 from SB 1; and

**WHEREAS**, this is the fourth year in which the Town is receiving SB 1 funding and will enable the Town to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the Town used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the Town's streets and roads are in a fair condition and this revenue will help



increase the overall quality of the road system and over the next decade will bring Town streets and roads into a good condition;

**NOW, THEREFORE, BE IT RESOLVED:** The Fiscal Year 2020/21 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include:

Location	Description	Scheduled Completion	Estimated Useful Life
Winchester from Lark to Santa Cruz	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Fall 2021	10 - 25 years
Union Avenue from Blossom Hill Road to Los Gatos-Almaden Road	Placement of rubber cape seal or overlay to maintain pavement surface. This is an arterial road and is critical for transit needs in the Town.	Fall 2022	10 - 25 years

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 16th day of June of 2020 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: 06/16/2020

ITEM NO: 12

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DATE: June 10, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Receive the Final Report on the Wildland Urban Interface (WUI) Area  
Hazardous Vegetation (Brush) Abatement Annual Program for 2020

**RECOMMENDATION:**

Receive the final report on the Wildland Urban Interface (WUI) Area Hazardous Vegetation (Brush) Abatement annual program for 2020.

**BACKGROUND:**

The Santa Clara County Fire Department implements and manages a hazardous brush abatement program for the Wildland Urban Interface (WUI) areas within its jurisdictional boundaries, which includes the incorporated areas of Los Gatos, to provide defensible space for structures. Early each year, property owners are reminded that they must remove flammable vegetation from around their home and other structures on their property to create defensible space. The Town annually adopts the Hazardous Vegetation Abatement Program and works with the County who serves as the enforcement agent and conducts their own inspections.

If properties are found not to be in compliance with the California Fire Code relative to vegetation clearance, the owners are given notice of the violation. If compliance is still not achieved by approximately the end of June each year, a contractor is authorized to perform the necessary work. The costs associated with the abatement work are then placed on the property tax bill for that parcel.

In February 2020, the Santa Clara County Fire Prevention Division notified property owners located within the designated Wildland Urban Interface (WUI) area of the requirement to comply with the enforced safety regulations related to flammable vegetation abatement

**PREPARED BY:** Stefanie Hockemeyer  
Executive Assistant

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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: Receive the Final Report on the Wildland Urban Interface (WUI) Area Hazardous Vegetation (Brush) Abatement Annual Program for 2020

DATE: June 10, 2020

BACKGROUND (continued):

(Attachment 1). The letter also referenced the Town's recently enacted Municipal Code amendments which further enhance the safety of WUI residents.

At the time of the notice, property owners were given the option to complete the required work themselves, hire their own contractor, or elect to schedule the Town of Los Gatos' authorized contractor to perform the work.

In April 2020, the SCCFD began conducting re-inspections of the properties identified in February. As a result of these re-inspections, a letter was sent to those property owners who were not yet in compliance at that time with the WUI enforced safety regulations. The notice (Attachment 2) provided information on a public hearing which was to be scheduled for June 16, 2020 that would identify all properties not in compliance as of June 16<sup>th</sup> and declare them as having hazardous conditions requiring abatement.

On May 5, 2020, concurrent with the inspections and noticing and as a requirement of this annual program, the Town Council adopted a resolution (Attachment 3) declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 16, 2020 as a public hearing to consider objections to the proposed removal of brush of non-compliant properties.

DISCUSSION:

On June 1, 2020, the SCCFD began conducting additional re-inspections of the properties that were out of compliance at the time of the April inspections. On June 10, 2020, the SCCFD confirmed with Parks and Public Works staff that all property owners have complied with the enforced safety regulations by abating the hazardous vegetation and there will be no assessments to any of the owners' property tax bills

CONCLUSION:

Since all property owners complied, there will be no County assessments to any of the owners' property tax bills, and there is no need to hold a public hearing for abatement and assessment of costs, thus concluding the annual program. Staff recommends that the Town Council accept the final report on the hazardous vegetation (brush) abatement annual program for 2020.

COORDINATION:

This program is coordinated with the Santa Clara County Fire Prevention Division.

PAGE 3 OF 3

SUBJECT: Receive the Final Report on the Wildland Urban Interface (WUI) Area Hazardous  
Vegetation (Brush) Abatement Annual Program for 2020

DATE: June 10, 2020

FISCAL IMPACT:

There is no fiscal impact associated with this report.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Letter to Property Owners (February).
2. Letter to Property Owners not in Compliance During Inspections (April).
3. Resolution Declaring Hazardous Vegetation a Public Nuisance (May 5, 2020).

February 28, 2020

<<Full Name>>  
<<Address Line 1>>  
<<City>>, <<State>> <<ZIP Code>>

RE: <<APN>>  
<<Property Address>>

Dear Property Owner

Collaborative efforts are key to building fire resilient communities. You play a vital role in keeping not only your property safe, but your neighborhood safe. This year, the Santa Clara County Fire Department will be hosting wildfire preparedness workshops with special presentations by The California Department of Insurance and PG&E. Please see the enclosed flyer for more information.

Creating and maintaining defensible space around your property increases the chances of your home and other structures surviving a wildfire. Defensible space is the buffer created around a structure when combustible vegetation is removed or reduced. This buffer space is needed to slow or stop the spread of wildfire and can also protect your home from catching fire - either from direct flame or radiant heat.

Your property is in the **Very High Fire Hazard** Severity Zone of the Wildland Urban Interface Area (WUI) and requires **100 feet** of defensible space from all structures. Your area's specific enforced safety regulations include:

**Enforced Safety Regulations (Items A - F)**

- A. Create **100 feet** of defensible space around the home, clear all flammable vegetation a **minimum of 30 feet** around structures, and create a reduced fuel zone for the remaining **70 feet**.
- B. Remove pine needles, leaves, and other dead vegetation from roofs, eaves and rain gutters.
- C. Trim tree limbs 10 feet from chimneys and stove pipes; remove dead limbs that hang over rooftops.
- D. Remove all non-fire-resistive vegetation a minimum of 10 feet on each side of a fire apparatus access road or driveway.
- E. Cover chimney outlets or flues with a 1/2" mesh spark arrester.
- F. Post a clearly visible house address, using at least 4" high numbers, for easy identification. For homes located more than 50 feet from the street, post address numbers at the driveway entrance.

**Additional Safety Recommendations**

- Create and maintain a 0 to 5 feet noncombustible zone around all structures. *\*(see below)*
- Clear 10 feet around and 15 feet above fuels (e.g. woodpiles, lumber, scrap, etc.) Move all woodpiles as far away as possible from structures.
- Clear vegetation and other combustible material from underneath decks. Enclose elevated decks with fire-resistive materials.
- Trees 18 feet or taller should be limbed up 6 feet from the ground. Provide additional vertical clearance when trees have vegetation beneath it.

*\*The Town of Los Gatos recently enacted new municipal codes which will enhance the safety of WUI residents. For all new construction, the Town now mandates a noncombustible area of 5 feet from structures. The Town also enacted State legislation which recognizes the importance of neighbors maintaining defensible space across property lines in certain instances. For more info. about wildfire safety in Los Gatos visit [www.losgatosca.gov/2581/Be-Wildfire-Ready](http://www.losgatosca.gov/2581/Be-Wildfire-Ready).*

<<APN>> <<TRA>>  
  
<<Full Name>>  
<<Address Line 1>>  
<<City>>, <<State>> <<ZIP Code>>

PLACE  
STAMP  
HERE

**SANTA CLARA COUNTY FIRE DEPARTMENT  
ATTN: FIRE PREVENTION DIVISION  
14700 WINCHESTER BOULEVARD  
LOS GATOS, CA 95032-1818**

### Owner Responsibilities:

1. You have the option to complete the required work yourself, hire your own contractor, or you may elect to schedule the authorized contractor to perform the work. If you choose to have the authorized contractor perform the work, the charges will appear on your next property tax bill.
2. Please complete the attached information card to report the current status of your property and return before April 1, 2020.

### Inspection Schedule:

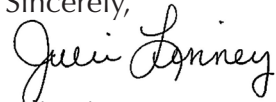
On April 1, 2020, Santa Clara County Fire Department will begin conducting property inspections. Property owners not in compliance will be notified of what work needs to be completed to comply with the Enforced Safety Regulations. Please contact us if you are unable to complete the required work due to late season rains or other special circumstance.

On June 1, 2020, we will begin conducting re-inspections of the properties that were out of compliance at the time of the first property inspection. Properties must comply with the Enforced Safety Regulations (Items A, B, C and D) otherwise the compliance work will be completed by the **Town of Los Gatos'** authorized contractor and the charges for this service will appear on your next property tax bill.

If you would like to schedule a courtesy property inspection, have questions regarding the safety compliance of your property or for more information about the upcoming wildfire preparedness workshops, please contact the Fire Prevention Division at 408.378.4010.

Thank you for your cooperation in helping to establish a fire resilient community.

Sincerely,



Julie Linney, Deputy Chief  
Fire Prevention Division

### Resources and Information

**California Department of Insurance:** [www.insurance.ca.gov](http://www.insurance.ca.gov) • 800.927.4357

Provides information about all types of insurance, including insurance coverage and limits for high fire risk areas

**Pacific Gas & Electric (PG&E):** [www.PGE.com](http://www.PGE.com) • 800.743.5000

Services include courtesy gas appliance inspections, energy conservation, tree management and electrical safety near power lines

**Santa Clara County Fire Department:** [www.SCCFD.org](http://www.SCCFD.org) • 408.378.4010

Offers community education and risk reduction programs, including fire safety, injury prevention, disaster and wildfire preparedness

**Santa Clara County Fire Safe Council:** [www.SCCFireSafe.org](http://www.SCCFireSafe.org) • 408.975.9591

Protects and educates communities at risk from wildfire through fuel reduction programs, outreach and community planning efforts

**Santa Clara County Office of Emergency Management:** [www.SCCgov.org/sites/oes](http://www.SCCgov.org/sites/oes) • 408.808.7800

Coordinates county-wide all hazards preparedness, including AlertSCC Emergency Alert System and ReadySCC Mobile App

### Please Complete and Return

**I have received the annual Wildland Urban Interface (WUI) Enforced Safety Regulations letter related to flammable vegetation abatement. The current status of my property is as follows:**

- I have inspected my property for flammable vegetation clearance and believe it complies with the Enforced Safety Regulations. I understand that an inspection of my property may be conducted to verify compliance.
- I will remove flammable vegetation around all structures on my property in accordance with the Enforced Safety Regulations no later than **June 1, 2020**. I understand that if the required work is not completed, the authorized contractor may complete the work and the charges will appear on my next property tax bill.
- I authorize the designated contractor to enter my property and clear all flammable vegetation to comply with the Enforced Safety Regulations. I understand the charges to complete this work will appear on my next property tax bill.
- I would like to schedule a courtesy inspection of my property with the Santa Clara County Fire Department for recommendations of the work needed to comply with the Enforced Safety Regulations.
- I am no longer the owner of this property.  There are no structures on this property.

Print clearly): \_\_\_\_\_ Date: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

# WILDFIRE PREPAREDNESS WORKSHOPS 2020



## Learn How to Reduce Wildfire Risk and Better Prepare Your Home, Your Family and Your Neighborhood

SANTA CLARA COUNTY FIRE DEPARTMENT

- ▶ Red Flag Warnings and Responding to Extreme Fire Conditions
- ▶ Creating Defensible Space and Fire Safe Landscaping
- ▶ Making Your Home More Fire Resistant
- ▶ Creating a Wildfire Action Plan
- ▶ Evacuation Planning
- ▶ Programs and Services to Build Fire Resilient Communities

For more information, visit [www.sccfd.org](http://www.sccfd.org)

DATE	LOCATION	TIME
<b>APRIL 1</b> WEDNESDAY	Los Altos Hills Town Hall 26379 Fremont Road, Los Altos Hills	6:30 - 8:00 pm
<b>APRIL 8</b> WEDNESDAY	Pavillion @ Redwood Estates 21450 Madrone Drive, Los Gatos	6:30 - 8:00 pm
<b>APRIL 9</b> THURSDAY	Joan Pisani Community Center 19655 Allendale Avenue, Saratoga	6:30 - 8:00 pm
<b>APRIL 21</b> TUESDAY	Addison-Penzak Jewish Community Center 14855 Oka Road, Los Gatos	6:30 - 8:00 pm
<b>APRIL 29</b> WEDNESDAY	Cupertino Community Hall 10350 Torre Avenue, Cupertino	6:30 - 8:00 pm

## SPECIAL PRESENTATIONS BY:

### Understanding Homeowners Insurance in High Fire Risk Areas

CALIFORNIA DEPARTMENT OF INSURANCE



- ▶ Homeowners Insurance Basics
- ▶ Shopping for Insurance
- ▶ Insurance Coverage and Limits
- ▶ What to Do After a Loss
- ▶ Insurability in High Risk Areas
- ▶ What Rural Landowners Should Know

For more information, visit [www.insurance.ca.gov](http://www.insurance.ca.gov)

### Community Wildfire Safety and Public Safety Power Shutoffs (PSPS)

PACIFIC, GAS & ELECTRIC (PG&E)



- ▶ Monitoring for the Threat of Wildfire
- ▶ Vegetation Management and Safety Inspections
- ▶ Infrastructure and System Upgrades
- ▶ PSPSs from Early Warning to Restoration
- ▶ How to Register for PSPS Alerts and Notifications
- ▶ How to Access PG&E Community Resource Centers

For more information, visit [www.pge.com](http://www.pge.com)

**REGISTER ON [EVENTBRITE.COM](http://EVENTBRITE.COM) OR CALL (408) 378-4010**

SANTA CLARA COUNTY FIRE DEPARTMENT | (408) 378-4010 | [WWW.SCCFD.ORG](http://WWW.SCCFD.ORG)





# West Valley Cities and Lexington Basin/Summit Communities 2020 Chipping Program Schedule

The Defensible Space Chipping Program  
is a **FREE** service provided by the Santa Clara County FireSafe Council



To participate in the Community Chipping Program, visit [www.SCCFireSafe.org](http://www.SCCFireSafe.org) and select the **PREPARE** menu tab. Please complete and submit the online application when piles are stacked and ready to be chipped.

Due Date	Community	Project Type
April 13	Hutchinson Rd/ Summit Rd — West of Hwy 17	At Home
April 13	Summit Rd/ Melody Ln / Mountain Charlie Rd	At Home
April 19	Montevina Rd/ Brush Rd/ Hillside Dr	At Home
April 19	Redwood Lodge Rd/ Summit Woods Dr	At Home
April 25	Redwood Estates — Day 1	Drive-up
April 26	Beardsley Rd/ Black Rd/ Thompson Rd/ Gist Rd	At Home
April 26	Highland Rd/ Longridge Rd/ Stetson Rd	At Home
May 10	Chemeketa Park	At Home & Community Pile
May 11	Aldercroft Heights/ Lupin Lodge/ Soda Springs Rd	At Home
May 11	Los Gatos – Below the Dam	At Home
May 17	Bear Creek Rd/ Bear Creek Stables	At Home
May 17	Summit Rd — Near Loma Prieta/ Villa Del Monte	At Home
May 24	Saratoga/ Cupertino/ Los Gatos Foothill Areas	At Home
June 6	Redwood Estates — Day 2	Drive-up
June 7	Gillette Dr/ Call of the Wild/ OSCH — Between Holy City & Summit Rd	At Home
June 7	Oakmont Dr/ Wright Dr / OSCH — Between Holy City & Hwy 17	At Home & Community Pile

### Project Types

**Drive-up:** Bring cut fuel to a designated location and chipping is done on the spot.

**At Home:** Chipping is done house to house. Chipping application must be submitted & piles must be ready by the due date. Chipping will occur within 3 weeks of the due date; **do not** place additional material in piles after the due date.

All hazardous fuel reduction programs are supported by local donations, which are greatly appreciated!

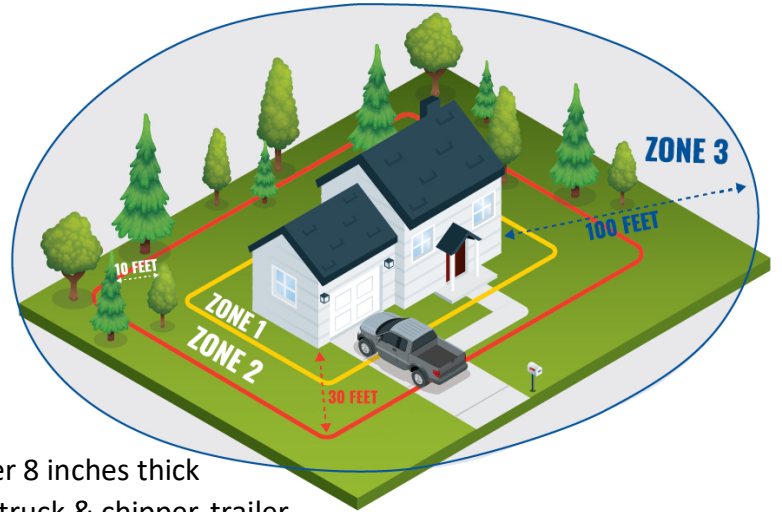
Donations are accepted @ [www.SCCFireSafe.org](http://www.SCCFireSafe.org) or by mail:

Santa Clara County FireSafe Council 14380 Saratoga Avenue, Saratoga CA 95070

# CHIPPING PREPAREDNESS CHECKLIST

## DO

- Maintain Defensible Space
  - Zone 1:** 5 ft. non-combustion zone from house
    - Clear 10 ft. around chimneys
    - Remove limbs overhanging on roofs
  - Zone 2:** 30 ft. clean & green zone
    - Reduce fuel 30 ft. from roads
    - Clear 14 ft. above & 12 ft. wide on driveway
  - Zone 3:** 100 ft. reduced fuel zone
- Piles must be located on the uphill side of the road or driveway
- Piles must be hand stacked & limbs must be under 8 inches thick
- Pile location must be safely accessible for a large truck & chipper trailer (narrow and/or steep driveways may not be serviceable)
- Piles must be within 5 ft. of the chipper location & less than 4 ft. in height
- Cut ends must face the same direction and point out toward the chipper location
- Chips will be blown back onto the property or hauled away at the contractor's discretion
- Make sure street address is clearly visible from the road (min. 4" high numbers)
- Notify SCCFSC if you have dogs, loose dogs may prevent chipping



## DO NOT

- No timber harvest debris, vineyard or orchard waste
- No poison oak, ivy, or blackberry vines. No broom or acacia with seed pods or other invasive plant materials
- No piles of leaves, pine needles or yard clippings. Only woody brush/branches
- No non-compostable materials (painted or preserved lumber, trash, metal, wire, etc.)
- No palm fronds, roots, stumps, rocks or mud

**Note:** 100 ft. reduced fuel zone required by law in State Responsibility Areas, and Very High Fire Hazard Severity Zones in Local Responsibility Areas. For details about 30 ft. zones, go to [www.SCCFireSafe.org](http://www.SCCFireSafe.org)

## PG&E Services



When clearing trees, check for power lines on or near your property. PG&E's qualified tree contractors may be able to prune or remove trees near high voltage lines for free.

To request this PG&E service, call: [800.743.5000](tel:800.743.5000)

**Note:** Cal/OSHA requires certified line clearance tree workers to perform any tree work within 10 ft. of high voltage power lines.



# ENFORCED SAFETY REGULATIONS

## FOR WILDLAND URBAN INTERFACE (WUI) ZONES:

### HIGH OR MODERATE FIRE HAZARD SEVERITY WUI ZONES:

Cupertino, Los Altos Hills, Los Gatos, Monte Sereno, Saratoga and unincorporated County areas

- 🔥 Create **30 feet** of defensible space around your home. To accomplish this, you must clear all flammable vegetation a **minimum of 30 feet** around structures.
- 🔥 Clear dead leaves and branches from shrubs and trees.
- 🔥 Remove pine needles and leaves from roof, eaves and rain gutters.
- 🔥 Trim tree limbs 10 ft. from chimneys or stovepipes and remove dead limbs that hang over rooftops.
- 🔥 Cover chimney outlets or flues with a 1/2" mesh spark arrestor.
- 🔥 Ensure address numbers are at least 4" tall and clearly visible from street. For homes located more than 50 feet from street, post address numbers at the driveway entrance.

### IN ADDITION, VERY HIGH FIRE HAZARD SEVERITY WUI ZONES MUST:

Cupertino, Los Gatos, Monte Sereno, Saratoga and all unincorporated County areas in State Responsibility Areas

- 🔥 Create **100 feet** of defensible space around your home. To accomplish this, create a Green Zone by clearing all flammable vegetation **30 feet** around structures and create a reduced fuel zone for the remaining **70 feet** or to your property line.

## FAMILY COMMUNICATION PLAN

Complete this form and place it where it is accessible by every household member. Keep duplicate copies of this information in your vehicles and emergency supply kits.

### IN CASE OF EVACUATION, WE WILL MEET AT:

### OUT-OF-AREA EMERGENCY CONTACT:

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

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

# Learn more about Ready, Set, Go:

## [www.sccfd.org/rsg](http://www.sccfd.org/rsg)

### Contact Us:

Register for AlertSCC  
Emergency Notifications at  
[www.alertscc.com](http://www.alertscc.com)

Email us at  
[info@sccfd.org](mailto:info@sccfd.org)

For non-emergencies,  
call (408) 378-4010



## FOR EMERGENCIES, CALL 911

### SANTA CLARA COUNTY FIRE DEPARTMENT



A California Fire Protection District serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno and Saratoga.

# BE READY for a wildfire with...



## READY, SET, GO.



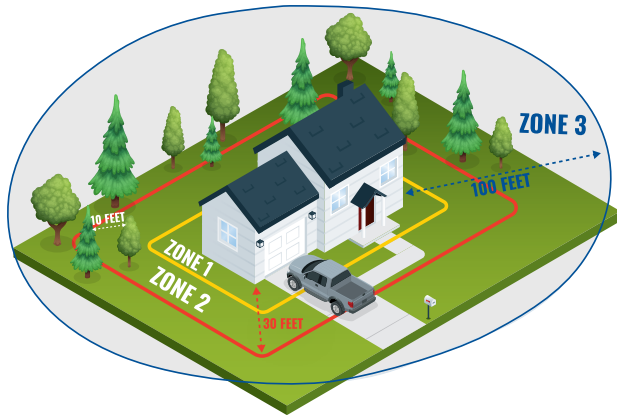
[www.sccfd.org/rsg](http://www.sccfd.org/rsg)

# READY

Being ready for wildfires starts with maintaining a good defensible space and hardening your home to fire risks. **READY, SET, GO** is a national campaign to help property owners like you prepare for threats of wildfires.

## THREE-ZONE DEFENSIBLE SPACE

Create a three-zone defensible space by removing dead plants, grass and weeds from your property.



**Zone 1 extends 0-5 feet out:** Remove all plants and vegetation, especially those touching your home.

**Zone 2 extends 30 feet out:** Remove all dead vegetation from your yard and keep branches at least 10 feet away from your home.

**Zone 3 extends 100 feet out:** Keep at least 10-feet of spacing between shrubs and trees.

## HARDEN YOUR HOME

Flying embers can destroy homes up to a mile away from a wildfire. Harden your home by using ember-resistant materials.

- Roof:** Build your roof or re-roof with materials such as composition, metal or tile.
- Windows:** Install dual-paned windows with tempered glass to reduce the chance of breakage in a fire.
- Deck:** Use ignition-resistant and non-combustible materials, and ensure all combustible items are removed from underneath your deck.

# SET

Before wildfire strikes, it is important that you prepare yourself and your family for the possibility of having to evacuate.

## WILDFIRE ACTION PLAN

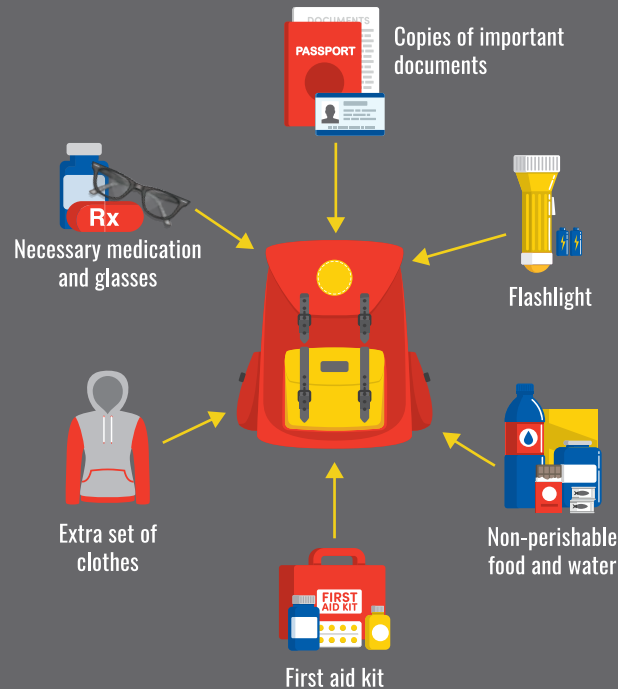
Wildfire action plans include several elements that define how to get out of dangerous areas, where you and your family will meet if separated, and how you will stay in contact.

Simple plans should include:

- ▶ Designating an emergency meeting location outside of fire or hazard areas.
- ▶ Identifying several different escape routes from your home and community.
- ▶ Developing a family communications plan that designates an out-of-area friend or relative as a single point of contact.

## EMERGENCY KIT

Prepare an emergency kit to grab and go when needed. Below are essential items that should be in your kit.



# GO

Be ready and act early. Take the evacuation steps necessary to give your household the best chance of surviving a wildfire or disaster. Stay informed and leave early to avoid being caught in fire, smoke or road congestion. Don't wait to be ordered by authorities to leave.

## STAY IN CONTACT



If you evacuate, notify your out-of-area contact to give them a status update. Let them know what route you're taking and where you are planning to go. Provide updates as routes and plans change.

## IF YOU ARE TRAPPED...

- Stay calm and keep your family together.
- Call 911 to let them know where you are and what your situation is.
- If you're at home, stay inside, keep doors and windows closed and unlocked.
- If you're in a vehicle, park it in an area clear of vegetation.
- If smoke is around you, stay as close to the ground as possible and cover your face with a mask, bandana or breathable clothing.





## SANTA CLARA COUNTY FIRE DEPARTMENT

14700 Winchester Blvd., Los Gatos, CA 95032 | (408) 378-4010 | [www.sccfd.org](http://www.sccfd.org)

Dear property owner,

Your property, which is located in the Wildland-Urban Interface Fire Area, was recently inspected by the Santa Clara County Fire Department. At that time, your property was found to be non-compliant with Wildland Safety Regulations. Enclosed is a copy of the notice that was left at the residence and indicates the corrections that are necessary.

Please note that a public hearing will be held during the Town of Los Gatos council meeting on June 16, 2020 at 7:00pm. At that time, all properties identified by the Fire Department as being non-compliant with Wildland Safety Regulations will be declared to have hazardous conditions requiring abatement. An additional inspection of all identified properties will be conducted after the hearing and prior to ordering any abatement work. If your property is found to be in compliance at the time of the re-inspection or upon the arrival of the abatement contractor, no work will be done and no charges will be imposed.

If you are interested in having the County of Santa Clara do any brush or weed removal or wish to have an inspection for a cost estimate, please contact the Hazardous Vegetation Department at (408) 282-3145. For your convenience, a price list indicating the rates for the County Contractor is included with this notice.

If you should have any questions about the information on this notice, please contact the Fire Prevention Division of the Santa Clara County Fire Department at (408) 341-4420.

### **TOWN OF LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE**

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*Serving Santa Clara County and the communities of Campbell, Cupertino, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, and Saratoga.*

## 2020 COUNTY WEED ABATEMENT FEES

Please be advised that the property owner of any parcel found to be non-compliant on or after the June 1<sup>st</sup> deadline will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$984.00 per parcel.

### 2020 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

#### A) Disc Work\*\*

PARCEL SIZE:	1 <sup>st</sup> Disc	+ 2 <sup>nd</sup> Disc	= Total Discs
0-12,500 sq.ft.	<u>\$399.80</u>	<u>\$160.73</u>	<u>\$560.53</u>
12,501sq.ft.- 43,560sq.ft.	<u>\$399.80</u>	<u>\$160.73</u>	<u>\$560.53</u>
Larger than 1 Acre	<u>\$290.41</u>	<u>\$141.83</u>	<u>\$432.24</u> (PER ACRE)

\*\* It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

<b>B) HANDWORK.</b>	<u>\$5.40 PER 100 Square Feet (SF)</u>
<b>C) FLAIL</b>	<u>6 Foot Mower \$6.89 PER 1,000 SF</u>
<b>MOWING</b>	<u>12 Foot Mower \$6.89 PER 1,000 SF</u>
<b>D) LOADER WORK.</b>	<u>\$165.20 PER HOUR</u>
<b>E) DUMP TRUCK</b>	<u>\$152.49 PER HOUR</u>
<b>F) BRUSH WORK</b>	<u>\$5.16 PER 100 SF</u>
<b>G) DEBRIS REMOVAL</b>	<u>\$56.73 PER HOUR</u>
<b>H) DUMP FEE</b>	<u>100%</u>

Added to orders with debris removal at 100% of the dump site charge.

\*Please note this program does not offer herbicide application as a method of abatement.



Dear Property Owner:

The Santa Clara County Fire Department has made an inspection of your property. The item(s) checked below are not in compliance with the **Wildland-Urban Interface Fire Area** safety regulations. Please perform the necessary corrections.

- A.  Create 30 feet of Defensible Space around your home. To accomplish this, you must clear all flammable vegetation a minimum of 30-feet around structures.
  - Create 100 feet of Defensible Space around your home. To accomplish this, create a Green Zone by clearing all flammable vegetation 30-feet around structures. Additionally, create a Reduced Fuel Zone for the remaining 70 feet or to your property line.
- B.  Clear ornamental shrubs and trees of dead leaves and branches.
- C.  Remove all pine needles and leaves from roofs, eaves and rain gutters.
- D.  Trim tree limbs 10-feet from chimneys or stovepipes, and remove dead limbs that hang over rooftops.
- E.  Cover chimney outlets or flues with a 1/2" mesh spark arrester.
- F.  Post a clearly visible house address, using at least 4" high numbers, for easy identification.

A RE-INSPECTION WILL OCCUR ON OR AFTER JUNE 1ST. IF, AT THAT TIME, THE REQUIRED CLEARANCE OF FLAMMABLE VEGETATION HAS NOT BEEN COMPLETED, AN AUTHORIZED CONTRACTOR WILL BE INSTRUCTED TO PERFORM THE NECESSARY WORK TO ACHIEVE COMPLIANCE WITH THE ABOVE REGULATIONS. **YOU WILL RECEIVE NO FURTHER NOTICE.** COST FOR WORK PERFORMED BY THE AUTHORIZED CONTRACTOR WILL BE PLACED ON YOUR PROPERTY TAX BILL.

Should you have any questions regarding this notice, please call the Santa Clara County Fire Department, Fire Prevention Division, at 408.378.4010 or 1.800.800.1793.

APN# \_\_\_\_\_

\_\_\_\_\_  
Officer's Name (print)

\_\_\_\_\_  
Date



**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING  
ABATEMENT, AND SETTING JUNE 16, 2020 AS A PUBLIC HEARING TO CONSIDER  
OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH**

**WHEREAS**, Sections 39560 and following of the Government Code of the State of California authorize the Town of Los Gatos to declare that hazardous vegetation (brush) growing to such size and such type and in such locations as to constitute a fire hazard to the community may be declared a public nuisance and to compel owners, lessees, or occupants of buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, or lots to remove or abate the hazardous vegetation (brush) to mitigate the fire hazard from such buildings, grounds, property, and adjacent sidewalks and parkways, and upon the person's failure to do so, to remove or abate such hazardous vegetation (brush) at the owner's expense, making the cost of that abatement a lien upon the property; and

**WHEREAS**, the Town of Los Gatos has entered into an agreement with the County of Santa Clara to provide hazardous vegetation (brush) abatement services; and

**WHEREAS**, the maintenance of hazardous vegetation (brush) in violation of the Uniform Fire Code adopted by the Town of Los Gatos within the Wildland Urban Interface Fire areas identified and shown on the map (Exhibit A) constitutes a public nuisance and should be abated immediately; and

ATTACHMENT 3



**WHEREAS**, the Santa Clara County Fire Department has mailed notices to property owners within the Wildland Urban Interface areas notifying them of the need to abate hazardous vegetation (brush) violations and explaining the steps necessary to correct such violations.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Los Gatos, and the Town Council hereby finds that hazardous vegetation (brush) is a wood, perennial plant usually with multiple stems and trunks under ten feet in height and is indigenous to the hillside area. Hazardous vegetation (brush) is also known to have a high oil, high resin, or low moisture content in their leaves and branches. Examples of this type of plant material include California Sagebrush, Greasewood or Chamise, Scotch Broom and Toyon. Unabated growth of hazardous vegetation (brush) upon and adjacent to private property within the hillside hazardous fire area and adjacent parkways and sidewalks is a public nuisance and should be abated. The Director of Parks and Public Works shall act as the Superintendent for purposes of giving notice, supervising performance of the agreement with the County of Santa Clara, and evaluating the costs of abatement.

**BE IT FURTHER RESOLVED** that the Town Clerk is directed to mail notice of this resolution to the persons designated by the Superintendent in conformance with the Government Code and publish notice of this resolution as provided in the Government Code.

**BE IT FURTHER RESOLVED** that unless the hazardous vegetation (brush) violations are corrected within the time specified in a written agreement with the Superintendent or the Superintendent's representative, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots or lands from which or on which the

abatement actions occur, such expense to constitute a lien upon such lots or lands until paid, and to be collected upon the next real property tax roll upon which general municipal taxes are collected.

**BE IT FURTHER RESOLVED** that on the 16<sup>th</sup> day of June, 2020, at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, a public hearing will be held during which all property owners within the Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5<sup>th</sup> day of May 2020 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: 06/16/2020

ITEM NO: 13

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DATE: June 4, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Consider Approval of Amendments and Introduce the Draft Ordinance by Title Only to Amend Chapter 29 (Zoning Regulations) of the Town Code Regarding Vehicle Sales, Town Wide. Town Code Amendment Application A-20-003. Applicant: Town of Los Gatos

**RECOMMENDATION:**

Consider approval of amendments and introduce the draft Ordinance by title only to amend Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales (Attachment 2).

**BACKGROUND:**

Sections 29.20.180 through 29.20.200 of the Town Code regulate conditional uses. The Table of Conditional Uses in Section 29.10.185, requires approval of a Conditional Use Permit (CUP) for new vehicle sales and rental in the C-2, LM, and CH zones. Additionally, used vehicle sales are allowed with approval of a CUP in the C-2, LM, and CH zones only when their sale is incidental to new vehicle sales and rental. Standalone used vehicle sales are not currently allowed as a permitted or conditional use in any zone.

The Town was approached by a business seeking to locate a standalone used vehicle sales business in the C-2 zone. Given the unique business model proposed by the business owner, staff forwarded the issue to the Town Council Policy Committee to seek input and direction on the appropriateness of standalone used vehicle sales in commercial and industrial zones.

On January 28, 2020, the Policy Committee discussed the matter and recommended that standalone used vehicle sales be allowed with an approved CUP for vehicle sales and rental in the C-2, LM, and CH zones (Attachment 3, Exhibit 2). The Policy Committee recognized that vehicle sales would continue to require a CUP, and that the Planning Commission would

**PREPARED BY:** Sean Mullin, AICP  
Associate Planner

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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: Consider approval of amendments and introduce the draft Ordinance by title only to amend Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales.

DATE: June 4, 2020

BACKGROUND (continued):

consider whether a vehicle sales and rental use at a specific site is appropriate or not when reviewing the CUP application.

DISCUSSION:

On May 27, 2020, the Planning Commission reviewed the proposed Town Code amendments regarding vehicle sales (Attachment 3). The Planning Commission had no recommendations for modifications to the draft Ordinance language and forwarded a recommendation of approval to the Town Council. Attachment 4 contains the verbatim minutes for the Planning Commission meeting.

CONCLUSION:

Staff recommends that the Town Council:

1. Make the finding that there is no possibility that this project will have a significant impact on the environment; therefore, the project is not subject to the California Environmental Quality Act [Section 15061 (b) (3)] (Attachment 1);
2. Make the required finding that the amendments to Chapter 29 of the Town Code regarding vehicle sales are consistent with the General Plan (Attachment 1); and
3. Introduce the Ordinance of the Town of Los Gatos effecting the amendments of the Town Code regarding vehicle sales A-20-003 (Attachment 2), by title only, with any specific changes identified and agreed upon by the majority of the Town Council.

ALTERNATIVES:

Alternatively, the Council may:

1. Continue this item to a date certain with specific direction to staff;
2. Refer the item back to the Planning Commission with specific direction; or
3. Take no action, leaving the Town Code unchanged.

ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendments to the Town Code will have a significant effect on the environment.

PAGE 3 OF 3

SUBJECT: Consider approval of amendments and introduce the draft Ordinance by title only to amend Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales.

DATE: June 4,2020

ATTACHMENTS:

1. Findings
2. Draft Ordinance
3. May 27, 2020 Planning Commission Staff Report (with Exhibits 1 through 3)
4. May 27, 2020 Planning Commission Verbatim Minutes

**TOWN COUNCIL – June 16, 2020**  
**REQUIRED FINDINGS FOR:**

**Town Code Amendment Application A-20-003**

Consider Approval of Amendments and Introduce the Draft Ordinance by Title Only to Amend Chapter 29 (Zoning Regulations) of the Town Code Regarding Vehicle Sales, Town Wide. Town Code Amendment Application A-20-003. Applicant: Town of Los Gatos.

**FINDINGS**

**Required Findings for CEQA:**

- The proposed project is exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the amendments to Chapter 29 of the Town Code will have a significant effect on the environment.

**Required Findings for General Plan:**

- The proposed amendments to Chapter 29 of the Town Code are consistent with the General Plan.

ATTACHMENT 1

**DRAFT ORDINANCE 2020-\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING CHAPTER 29 (ZONING REGULATIONS) OF THE TOWN CODE  
REGARDING VEHICLE SALES**

**WHEREAS**, Chapter 29 (Zoning Ordinance) of the Town Code of the Town of Los Gatos regulates vehicle sales in the C-2, LM, and CH zones by requiring the approval of a Conditional Use Permit; and

**WHEREAS**, Section 29.20.185 of the Town Code allows used vehicle sales only when incidental to new vehicle sales in the C-2, LM, and CH zones with an approved Conditional Use Permit; and

**WHEREAS**, the Town was approached by a used vehicle sales business seeking to locate in the C-2 zone; and

**WHEREAS**, given the unique characteristics of the request, the issue was forwarded to the Town Council Policy Committee to seek input and direction on the appropriateness of standalone used vehicle sales; and

**WHEREAS**, on January 28, 2020, the Town Council Policy Committee considered the matter and recommended that standalone used vehicle sales be allowed with an approved Conditional Use Permit in the C-2, LM, and CH zones; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Planning Commission for public hearing on May 27, 2020; and

**WHEREAS**, on May 27, 2020, the Planning Commission reviewed and commented on the proposed amendments regarding vehicle sales in the C-2, LM, and CH zones and forwarded a recommendation to the Town Council for approval of the proposed amendments; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on June 16, 2020; and

**WHEREAS**, on June 16, 2020, the Town Council reviewed and commented on the amendments to Chapter 29 of the Town Code and the Town Council voted to introduce the Ordinance.

ATTACHMENT 2

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES  
HEREBY ORDAIN AS FOLLOWS:**

**SECTION I**

Chapter 29 of the Los Gatos Town Code is hereby amended as follows:

**ARTICLE II. DIVISION 3. APPROVALS**

.....

**Sec. 29.20.185. Table of Conditional Uses.**

.....

<i>TABLE OF CONDITIONAL USES</i>	<i>RC</i>	<i>HR</i>	<i>R1</i>	<i>RD</i>	<i>R-M</i>	<i>RMH</i>	<i>R-1D</i>	<i>O</i>	<i>C-1</i>	<i>C-2</i>	<i>CH</i>	<i>LM</i>	<i>CM</i>
(7) Automotive (Vehicle sales, services, and related activities)													
a. <del>New</del> Vehicle sales and rental										X	X	X	
b. <del>Used vehicle sales only incidental to new vehicle sales and rental.</del> <u>Reserved.</u>										X	X	X	

.....

**SECTION II**

With respect to compliance with the California Environmental Quality Act (CEQA) and General Plan, the Town Council finds as follows:

A. These Town Code amendments are exempt from review under CEQA pursuant to sections and 15061(b)(3), in that it can be seen with certainty that there is no possibility that the amendments to the Town Code would have a significant effect on the environment; and

B. The amendments to the Town Code are consistent with the General Plan.



### **SECTION III**

If any provision of this Ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

### **SECTION IV**

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 V**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 16th day of June 2020 , 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 \_\_\_\_ day of \_\_\_\_ 2020 . 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: \_\_\_\_\_



**TOWN OF LOS GATOS  
PLANNING COMMISSION  
REPORT**

MEETING DATE: 05/27/2020

ITEM NO: 3

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DATE: May 22, 2020  
TO: Planning Commission  
FROM: Joel Paulson, Community Development Director  
SUBJECT: Forward a Recommendation to the Town Council for Approval of Amendments to Chapter 29 (Zoning Regulations) of the Town Code Regarding Vehicle Sales, Town Wide. Town Code Amendment Application A-20-003.  
Applicant: Town of Los Gatos

**RECOMMENDATION:**

Forward a recommendation to the Town Council for approval of amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales.

**CEQA:**

The proposed project is exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the amendments to Chapter 29 of the Town Code will have a significant effect on the environment.

**FINDINGS:**

- As required, the project is exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3); and
- The amendments to Chapter 29 of the Town Code are consistent with the General Plan.

**BACKGROUND:**

Sections 29.20.180 through 29.20.200 of the Town Code regulate conditional uses. The Table of Conditional Uses in Section 29.10.185, requires approval of a Conditional Use Permit (CUP) for new vehicle sales and rental in the C-2, LM, and CH zones. Additionally, used vehicle sales are allowed with approval of a CUP in the C-2, LM, and CH zones only when their sale is

**PREPARED BY:** Sean Mullin, AICP  
Associate Planner

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Reviewed by: Planning Manager and Community Development Director

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BACKGROUND (continued):

incidental to new vehicle sales and rental. Standalone used vehicle sales are not currently allowed as a permitted or conditional use in any zone.

The Town was approached by a business seeking to locate a standalone used vehicle sales business in the C-2 zone. Given the unique business model proposed by the business owner, staff forwarded the issue to the Town Council Policy Committee to seek input and direction on the appropriateness of standalone used vehicle sales in commercial and industrial zones.

On January 28, 2020, the Policy Committee discussed the matter and recommended that standalone used vehicle sales be allowed with an approved CUP for vehicle sales and rental in the C-2, LM, and CH zones (Exhibit 2). The Policy Committee recognized that vehicle sales would continue to require a CUP, and that the Planning Commission would consider whether a vehicle sales and rental use at a specific site is appropriate or not when reviewing the CUP application.

DISCUSSION:

A. Amendments to the Town Code

The Policy Committee recommended that the Town Code be amended to allow standalone used vehicle sales with an approved CUP for vehicle sales and rental in the C-2, LM, and CH zones. Section 29.20.185, Table of Conditional Uses would be amended by striking “new” from the new vehicle sales and rental category and eliminating the used vehicle sales category. This change would eliminate the distinction between new and used vehicle sales, allowing standalone used vehicle sales in the C-2, LM, and CH zones with an approved CUP.

TABLE OF CONDITIONAL USES	RC	HR	R1	RD	R-M	RMH	R-1D	O	C-1	C-2	CH	LM	CM
(7) Automotive (Vehicle sales, services, and related activities)													
a. <del>New</del> Vehicle sales and rental										X	X	X	
b. <del>Used vehicle sales only incidental to new vehicle sales and rental.</del> Reserved										X	X	X	

DISCUSSION (continued):

B. Public Outreach

Public input has been requested through the following media and social media resources:

- A poster at the Planning counter at Town Hall;
- The Town's website home page, What's New;
- The Town's Facebook page;
- The Town's Twitter account;
- The Town's Instagram account; and
- The Town's Next Door page.

PUBLIC COMMENTS:

At this time, the Town has not received any public comments.

CONCLUSION:

A. Recommendation

Based on the direction of the Policy Committee, staff recommends that the Planning Commission review the information included in the staff report and forward a recommendation to the Town Council for approval of the amendments to Chapter 29 of the Town Code in the draft Ordinance. The Commission should also include any comments or recommended changes to the draft Ordinance in taking the following actions:

1. Make the finding that the proposed project is exempt, pursuant to the adopted Guidelines for the implementation of the California Environmental Quality Act, Section 15061 (b) (3), in that there is no possibility that the amendments to Chapter 29 of the Town Code in the draft Ordinance will have a significant effect on the environment (Exhibit 1);
2. Make the finding that the amendments to Chapter 29 of the Town Code in the draft Ordinance are consistent with the General Plan (Exhibit 1);
3. Forward a recommendation to the Town Council for approval of the amendments to Chapter 29 of the Town Code in the draft Ordinance (Exhibit 3).

PAGE 4 OF 4

SUBJECT: Vehicle Sales

DATE: May 22, 2020

CONCLUSION (continued):

B. Alternatives

Alternatively, the Commission can:

1. Forward a recommendation to the Town Council for approval of the draft Ordinance with modifications; or
2. Forward a recommendation to the Town Council for denial of the draft Ordinance; or
3. Continue the matter to a date certain with specific direction.

EXHIBITS:

1. Required Findings
2. January 28, 2020, Town Council Policy Committee Report
3. Draft Ordinance

**PLANNING COMMISSION – May 27, 2020**  
**REQUIRED FINDINGS FOR:**

**Town Code Amendment Application A-20-003**

Forward a recommendation to the Town Council for approval of amendments to Chapter 29 (Zoning Regulations) of the Town Code regarding vehicle sales.

**FINDINGS**

**Required Findings for CEQA:**

- The proposed project is exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the amendments to Chapter 29 of the Town Code will have a significant effect on the environment.

**Required Findings for General Plan:**

- The proposed amendments to Chapter 29 of the Town Code are consistent with the General Plan.



**TOWN OF LOS GATOS  
COUNCIL POLICY COMMITTEE REPORT**

MEETING DATE: 01/28/2020

ITEM NO: 5

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DATE: January 23, 2020  
TO: Council Policy Committee  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Discuss the Town's interpretation of "used vehicles" in the Town Code and determine if an exemption for indoor showrooms is appropriate.

**RECOMMENDATION:**

Discuss the Town's interpretation of "used vehicles" in the Town Code and determine if an exemption for indoor showrooms is appropriate.

**BACKGROUND:**

The Town's Zoning Code, Chapter 29 of the Town Code, does not specifically define used vehicles; however, it does regulate them in the Table of Conditional Uses in Section 29.20.185 by requiring used vehicle sales to be incidental to new vehicle sales and rentals. Town staff interprets the intent of this language to be prohibitive of standalone used vehicle lots that occupy outdoor commercial spaces as parking lots for a large quantity of vehicles (i.e., over twenty cars). Outdoor lots can be a potential visual blight on a shopping area. Town staff seeks the Policy Committee's input and direction on excluding indoor only showrooms from the intent of the current Town Code language.

**DISCUSSION:**

The Town has been approached by a business who would like to locate in the C-2 zoning district. In this case, the business is a used vehicle dealership wherein only previously owned vehicles are sold; however, the vehicles are those that are vintage, rare, exotic, or of a class that are not obtained at a typical dealership. This business model offers a high-end niche retail sales experience coupled with an experience for vehicle enthusiasts to enjoy as a spectator.

**PREPARED BY:** Monica Renn  
Economic Vitality Manager

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

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SUBJECT: Discuss the Town's interpretation of "used vehicles."

DATE: January 23, 2020

DISCUSSION (continued):

The business is requesting to have an indoor only showroom with approximately six to ten used vehicles onsite at any given time. The business would also offer customers the ability to request a specific make, model, and vintage of a vehicle, which the dealer would then work to locate the desired vehicle. All vehicles for sale would remain on display indoors, and the point of sale origin for sales tax purposes would be the same Los Gatos location as the showroom.

CONCLUSION:

Town staff believes that a differentiation could be made that exempts indoor only showrooms for the sale of used vehicles to allow for specialty and niche businesses which do not occupy any outdoor commercial spaces with used vehicles. The exemption of indoor showrooms would allow for the sale of used vehicles alone; however, it would require that they be completely contained indoors in a commercial zone. Given the Town Council's Strategic Priority to create greater opportunities for Community Vitality and business interests, staff believes it could be appropriate to make this interpretation, thus we have brought the item forward for the Policy Committee to discuss and provide direction.

COORDINATION:

This report has been prepared with collaboration between the Town Manager's and Town Attorney's Offices, and the Community Development Department.

FISCAL IMPACT:

No fiscal impact would be realized by this item.

ENVIRONMENTAL ASSESSMENT:

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

**DRAFT ORDINANCE 2020-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING CHAPTER 29 (ZONING REGULATIONS) OF THE TOWN CODE  
REGARDING VEHICLE SALES**

**WHEREAS**, Chapter 29 (Zoning Ordinance) of the Town Code of the Town of Los Gatos regulates vehicle sales in the C-2, LM, and CH zones by requiring the approval of a Conditional Use Permit; and

**WHEREAS**, Section 29.20.185 of the Town Code allows used vehicle sales only when incidental to new vehicle sales in the C-2, LM, and CH zones with an approved Conditional Use Permit; and

**WHEREAS**, the Town was approached by a used vehicle sales business seeking to locate in the C-2 zone; and

**WHEREAS**, given the unique characteristics of the request, the issue was forwarded to the Town Council Policy Committee to seek input and direction on the appropriateness of standalone used vehicle sales; and

**WHEREAS**, on January 28, 2020, the Town Council Policy Committee considered the matter and recommended that standalone used vehicle sales be allowed with an approved Conditional Use Permit in the C-2, LM, and CH zones; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Planning Commission for public hearing on May 27, 2020; and

**WHEREAS**, on May 27, 2020, the Planning Commission reviewed and commented on the proposed amendments regarding vehicle sales in the C-2, LM, and CH zones and forwarded a recommendation to the Town Council for approval of the proposed amendments; and

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

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, the Town Council reviewed and commented on the amendments to Chapter 29 of the Town Code and the Town Council voted to introduce the Ordinance.

EXHIBIT 3

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES  
HEREBY ORDAIN AS FOLLOWS:**

**SECTION I**

Chapter 29 of the Los Gatos Town Code is hereby amended as follows:

**ARTICLE II. DIVISION 3. APPROVALS**

.....

**Sec. 29.20.185. Table of Conditional Uses.**

.....

<i>TABLE OF CONDITIONAL USES</i>	<i>RC</i>	<i>HR</i>	<i>R1</i>	<i>RD</i>	<i>R-M</i>	<i>RMH</i>	<i>R-1D</i>	<i>O</i>	<i>C-1</i>	<i>C-2</i>	<i>CH</i>	<i>LM</i>	<i>CM</i>
(7) Automotive (Vehicle sales, services, and related activities)													
a. <del>New</del> Vehicle sales and rental										X	X	X	
b. <del>Used vehicle sales only incidental to new vehicle sales and rental.</del> <u>Reserved.</u>										X	X	X	

.....

**SECTION II**

With respect to compliance with the California Environmental Quality Act (CEQA), the Town Council finds as follows:

A. These Town Code amendments are exempt from review under CEQA pursuant to sections and 15061(b)(3), in that it can be seen with certainty that there is no possibility that the amendments to the Town Code would have a significant effect on the environment; and

B. The amendments to the Town Code are consistent with the General Plan.

### **SECTION III**

If any provision of this Ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

### **SECTION IV**

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 V**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the \_\_\_\_ day of \_\_\_\_\_ 2020 , 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 \_\_\_\_ day of \_\_\_\_\_ 2020 . 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: \_\_\_\_\_

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A P P E A R A N C E S:

Los Gatos Planning Commissioners:  
Melanie Hanssen, Chair  
Kathryn Janoff, Vice Chair  
Mary Badame  
Jeffrey Barnett  
Kendra Burch  
Matthew Hudes  
Reza Tavana

Town Manager: Laurel Prevetti

Community Development Director: Joel Paulson

Town Attorney: Robert Schultz

Transcribed by: Vicki L. Blandin  
(619) 541-3405

ATTACHMENT 4

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P R O C E E D I N G S:

CHAIR HANSSEN: We will move on to our last item, which is also a public hearing and our last item within the public hearing portion of the agenda. This is Item 3 and we are to consider Town Code Amendment A-20-003. We are requested to forward a recommendation to Town Council for approval of amendments to Chapter 29, which is our Zoning Regulations, of the Town Code regarding vehicle sales. The Applicant is the Town of Los Gatos and the project planner is Sean Mullin. Mr. Mullin, will you be giving the Staff Report this evening?

SEAN MULLIN: Thank you, once again. The Town Code amendment being considered tonight would allow standalone used vehicle sales in the C-2, LM, and CH zones with an approved Conditional Use Permit. Under our current regulations used vehicle sales are only allowed when incidental to new vehicle sales. The Town Council Policy Committee discussed the matter in January, recognizing that vehicle sales would still require a Conditional Use Permit and that the Planning Commission would consider whether vehicle sales at a specific site were appropriate.

1 Staff is recommending the Planning Commission  
2 forward a recommendation to the Town Council for approval  
3 of the amendments to Chapter 29 of the Town Code as  
4 provided in the draft ordinance with your report.

5 This concludes Staff's presentation. We're happy  
6 to answer any questions.

7 CHAIR HANSSEN: Thank you, Mr. Mullin. I will ask  
8 the Commissioners individually if they have any questions  
9 of Staff. Commissioner Badame.

10 COMMISSIONER BADAME: No.

11 CHAIR HANSSEN: Commissioner Tavana.

12 COMMISSIONER TAVANA: No.

13 CHAIR HANSSEN: Commissioner Burch.

14 COMMISSIONER BURCH: (Shakes head no.)

15 CHAIR HANSSEN: No. Commissioner Hudes.

16 COMMISSIONER HUDES: Yes, I do have questions.

17 CHAIR HANSSEN: Go ahead.

18 COMMISSIONER HUDES: So, trying to understand why  
19 this is being done and why we're changing Town Code. Is  
20 this for a single application or is it the policy that  
21 should be changed? There were no notes, I take it, from the  
22 Policy Committee?  
23

24 SEAN MULLIN: What began this was a business  
25 coming in to the Town and requesting to locate in the



1 downtown area in the C-2 zone selling used cars. What's  
2 before you tonight is not that business, it's the use, and  
3 that's what was forwarded after some discussion with other  
4 members of the Town Staff. That's what was forwarded to the  
5 Policy Committee. The Policy Committee found the idea  
6 amenable with that stipulation and the understanding that  
7 the Planning Commission can still look at vehicle sales at  
8 specific sites and determine whether they're appropriate  
9 and issue the CUP or not.

10  
11 COMMISSIONER HUDES: I was just curious why we're  
12 doing this by Town Code amendment. Sounds like there's one  
13 application? So, let me go back a little bit. Why was the  
14 distinction made? Was there community input at some time  
15 that said that we only want connected used car sales in  
16 that area?

17 SEAN MULLIN: After reviewing the discussion of  
18 the Town Council Policy Committee the Economic Vitality  
19 Manager did mention some things about maybe a stigma in the  
20 past with used vehicle sales being unsightly, as I  
21 remember—it's been a few months since I listened to that  
22 meeting, so I'm taking this as I remember—and I think  
23 that's why there was the distinction that used vehicle  
24 sales would be allowed in conjunction or incidental to new  
25 to avoid the unsightly possibility of used car sales. But

1 the way that this was moved forward and was considered is  
2 that there are very limited areas for used car sales in the  
3 C-2 zone especially and the Planning Commission would still  
4 have purview over whether they're appropriate for  
5 individual sites.

6           JOEL PAULSON: And to Commissioner Hudes, I just  
7 add we didn't go back and do the research as far as what  
8 year that was put in; was it the seventies or the eighties?  
9 Since I've been here, which is early 2000, it's always been  
10 connected, but as Mr. Mullin mentioned this probably was  
11 put in place back in the seventies when used auto sales  
12 were a little different animal and still continue to be in  
13 other jurisdictions, but the opportunity for the Planning  
14 Commission to review a Conditional Use Permit will provide  
15 opportunities and safeguards to place conditions on  
16 specific auto dealers, should they come forward.

18           COMMISSIONER HUDES: What would be the process if  
19 this didn't change? Could someone apply to do standalone  
20 used car sales in C-2, and what would the process be for  
21 them to do that?

22           JOEL PAULSON: They would not be able to do that.  
23 You wouldn't even be able to apply for a variance  
24 technically. I guess the only other opportunity, which  
25 would be a long shot, especially given that we just

1 modified our planned developments requirements a couple  
2 years ago, but that would be the only other option, which  
3 would be a PD Ordinance for that specific site, but I don't  
4 think that they would meet any of the requirements to apply  
5 for a PD given our current regulations.

6 COMMISSIONER HUDES: Okay, that's what I was  
7 getting at: Why couldn't we just do a variance if there was  
8 just one issue that we're thinking about here? But it  
9 sounds like that's not an option, so this Town Code  
10 amendment is necessary even if we only have one  
11 application.

12  
13 JOEL PAULSON: That's correct.

14 COMMISSIONER HUDES: Thank you.

15 CHAIR HANSSEN: Commissioner Barnett, do you have  
16 any questions for Staff?

17 COMMISSIONER BARNETT: I really don't have any  
18 questions. I was a little uncomfortable with it when I  
19 first read it but understanding that the Planning  
20 Commission will have the authority to draft appropriate  
21 conditions, I think I'm comfortable with it.

22 CHAIR HANSSEN: Okay, thank you. Vice Chair  
23 Janoff.

24 VICE CHAIR JANOFF: The only comment I would make  
25 is I think this actually gives us more flexibility to bring

1 in business but also take a close look and make specific  
2 approval, so I like that it broadens the Town's abilities  
3 but also gives us added checks and balances.

4 CHAIR HANSSEN: Thank you. I just had one  
5 question, and I pretty much know the answer to it and  
6 that's probably why there's a Conditional Use Permit, but I  
7 did note that there is a distinction between the indoors  
8 and the outdoors, because I think the outdoors one would  
9 lend itself more to being more unsightly, and so I'm  
10 thinking that because our code and our uses table is silent  
11 on indoor versus outdoor the way that we would control this  
12 is through the Conditional Use Permit process, is that  
13 correct?  
14

15 SEAN MULLIN: Yes, you would be looking at the  
16 specific site and determining whether it's appropriate or  
17 not, and if that site had an outdoor component that the  
18 Planning Commission found detrimental to the area, then  
19 that could be something that would be considered.

20 CHAIR HANSSEN: All right, and that was one of  
21 the reasons for putting this Conditional Use Permit process  
22 in, to make sure that we have adequate controls over the  
23 process, right?  
24

25

1 SEAN MULLIN: Yes, and it mimics what the process  
2 is now for new vehicle sales, so we're just now allowing  
3 standalone used with the same process.

4 CHAIR HANSSEN: Same process. Okay, thank you  
5 very much. Okay, so then we would now invite comments from  
6 the members of the public. Mr. Paulson, do we have any  
7 members of the public that wish to speak on this item?

8 JOEL PAULSON: We do not have any members of the  
9 public wishing to speak.  
10

11 CHAIR HANSSEN: All right, then I will now... I'm a  
12 little unclear. I don't think we have the Town come back  
13 and speak again for three more minutes, so I'm going to  
14 move on and close the public portion of the hearing and ask  
15 if Commissioners have any questions of Staff, wish to  
16 comment further on this item, or introduce a motion for  
17 consideration? So, I will start with Commissioner Badame.

18 COMMISSIONER BADAME: I don't have any questions  
19 but I would be supporting a motion. I'd be happy to make  
20 one awaiting discussion from the other Commissioners.

21 CHAIR HANSSEN: We're going to ask every  
22 Commissioner to make comments or ask any questions, so go  
23 ahead and make the motion if you're ready.

24 COMMISSIONER BADAME: All right. I move to  
25 forward a recommendation to the Town Council for approval

1 of amendments to Chapter 29 of the Town Code regarding  
2 vehicle sales, in particular that would be Town Code  
3 Amendment Application A-20-003. I can make the required  
4 findings for CEQA and I can make the required findings for  
5 the General Plan.

6 CHAIR HANSSEN: All right, thank you. And I saw  
7 Commissioner Hudes' hand up.

8 COMMISSIONER HUDES: Second the motion.

9 CHAIR HANSSEN: All right, thank you. Now I'm  
10 going to ask the other Commissioners if they have any  
11 questions. Commissioner Tavana, do you have any questions  
12 or comments before we take a vote?  
13

14 COMMISSIONER TAVANA: No further questions or  
15 comments.

16 CHAIR HANSSEN: Okay, Commissioner Burch, did you  
17 have any questions or comments before we take a vote?

18 COMMISSIONER BURCH: (Shakes head no.)

19 CHAIR HANSSEN: Okay. Let's see, Commissioner  
20 Hudes, you seconded the motion but do you have any other  
21 comments?

22 COMMISSIONER HUDES: No, thank you.

23 CHAIR HANSSEN: Okay, and then let's see,  
24 Commissioner Barnett, did you have any other questions or  
25 comments?

1 COMMISSIONER BARNETT: No comments.

2 CHAIR HANSSEN: Okay, Commissioner Janoff?

3 VICE CHAIR JANOFF: No further comments.

4 CHAIR HANSSEN: I mean Vice Chair, sorry. I will  
5 be supporting the motion. I feel that we have huge economic  
6 vitality issues and I feel like this amendment to the  
7 Zoning Code has enough controls in it to make sure that it  
8 doesn't turn out to be the wrong result, but we need to  
9 encourage any businesses we can.  
10

11 All right, so that being the case, I will do the  
12 roll call vote and please vote yes, no, or abstain, and I  
13 will start with Commissioner Badame.

14 COMMISSIONER BADAME: Yes.

15 CHAIR HANSSEN: Commissioner Tavana.

16 COMMISSIONER TAVANA: Yes.

17 CHAIR HANSSEN: Commissioner Burch.

18 COMMISSIONER BURCH: (Nods head yes.)

19 CHAIR HANSSEN: Okay. Commissioner Hudes.

20 COMMISSIONER HUDES: Yes.

21 CHAIR HANSSEN: All right, Commissioner Barnett.

22 COMMISSIONER BARNETT: Yes.

23 CHAIR HANSSEN: Vice Chair Janoff.

24 VICE CHAIR JANOFF: Yes.  
25

1 CHAIR HANSSEN: And I vote yes as well, so the  
2 motion passes unanimously, and Mr. Paulson, are there any  
3 appeal rights for this item?

4 JOEL PAULSON: There are not appeal rights as  
5 this is a recommendation to Council, so this will move  
6 forward to the Council and they will consider it probably  
7 sometime in June.

8 CHAIR HANSSEN: Okay, thank you very much.  
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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 14

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DATE: June 1, 2020

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Following Actions for Landscape and Lighting Assessment Districts No. 1 and 2:

- a. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Blackwell Drive Benefit Zone.
- b. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Kennedy Meadows Benefit Zone.
- c. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Santa Rosa Heights Benefit Zone.
- d. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Vasona Heights Benefit Zone.
- e. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Hillbrook Drive Benefit Zone.
- f. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 2-Gemini Court Benefit Zone.

PREPARED BY: Stefanie Hockemeyer  
Executive Assistant

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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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RECOMMENDATION:

Authorize the Following Actions for Landscape and Lighting Assessment Districts No. 1 and 2:

- a. Adopt a resolution (Attachment 1) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 1- Blackwell Drive Benefit Zone.
- b. Adopt a resolution (Attachment 2) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 1- Kennedy Meadows Benefit Zone.
- c. Adopt a resolution (Attachment 3) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 1- Santa Rosa Heights Benefit Zone.
- d. Adopt a resolution (Attachment 4) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 1- Vasona Heights Benefit Zone.
- e. Adopt a resolution (Attachment 5) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 1- Hillbrook Drive Benefit Zone.
- f. Adopt a resolution (Attachment 6) confirming the diagram and assessments and levying and authorizing collection of assessments for Landscape and Lighting Assessment District No. 2- Gemini Court Benefit Zone.

BACKGROUND:

On April 21, 2020, the Town Council initiated the annual process of renewing the Landscape and Lighting Assessment Districts No. 1 and 2 for the fiscal year commencing July 1, 2020. The Districts are comprised of six distinct zones of benefit, five of which are included in District No. 1, and one included in District No. 2. Maps of each zone are contained in the Engineer's Report (Attachment 7). The primary purpose of the Districts is to provide for the ongoing maintenance and care of landscaped areas that especially benefit the properties within each of the zones. These services are performed by a contractor retained by the Town on behalf of the property owners. For a specific description of the services provided in each zone, please refer to the attached Engineer's Report.

On May 5, 2020, Council received and approved the Engineer's Report and adopted Resolutions confirming diagrams and assessments and levying and authorizing collection of assessments for Landscape and Lighting Districts for FY 2020/21 and set June 16, 2020 at 7:00 p.m. as the date and time for the required Public Hearing on the proposed assessments.

DISCUSSION:

The Notice of Intention to Levy Annual Assessments for Fiscal Year 2020/21 was published in the Los Gatos Weekly on June 5 and June 12, 2020. Additionally, notices of the proposed assessments and of the scheduled public hearing were mailed to each of the property owners in the Districts, and to date, no protests or other written communication have been received. If communication is received prior to the hearing, it will be presented to the Council for consideration at the hearing.

The following table shows the number of parcels for each benefit zone and the proposed FY 2020/21 assessments:

<b>Benefit Zone</b>	<b>No. of Parcels</b>	<b>Per Parcel Assessment</b>
Blackwell Drive	5	\$632
Kennedy Meadows	15	\$685
Santa Rosa Heights	15	\$300
Vasona Heights	33	\$295
Hillbrook	34	\$175
Gemini Court	20	\$230

CONCLUSION:

Staff recommends that the Town Council adopt the six resolutions (Attachments 1-6) to continue the annual process of renewing the Landscape and Lighting Assessment Districts 1 and 2 for Fiscal Year 2020/21.

ALTERNATIVES:

If the Council chooses not to adopt the six resolutions, then the renewal process would halt and staff would follow the alternative direction given by the Council. If the Council were to decide not to renew the Assessment Districts, staff would look to Council for a policy direction about whether the services currently provided by the Districts should continue and how.

The two most likely options that the Council could choose would be to either:

1. Give the responsibility for providing the services back to the property owners within the districts, or
2. Assume responsibility for providing the services through the Town's General Fund Operating Budget.

ALTERNATIVE (continued):

As the Districts provide for higher levels of landscaping and lighting services within the specific benefit zones than in other areas of the Town, staff does not recommend either of these two approaches.

FISCAL IMPACT:

There are no direct fiscal impacts on the Town's General Fund as a result of administering the Landscape and Lighting Assessment Districts. All the costs associated with the Districts are recovered via the assessments levied against the property owners within the Districts. There are no proposed increases in any of the parcel assessments for FY 2020/21 that would require a ballot vote under Proposition 218.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Blackwell Drive Benefit Zone.
2. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Kennedy Meadows Drive Benefit Zone.
3. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Santa Rosa Heights Benefit Zone.
4. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Vasona Heights Benefit Zone.
5. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Hillbrook Drive Benefit Zone.
6. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Gemini Court Benefit Zone.
7. Engineer's Report for Fiscal Year 2020/21.
8. Public Comment Received.

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 -  
BLACKWELL DRIVE BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1 - Blackwell Drive Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-015 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 1 - Blackwell Drive Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment.

**ATTACHMENT 1**

**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 1 - Blackwell Drive Benefit Zone, for Fiscal Year 2020/21.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>th</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

## PART C

### ASSESSMENT ROLL FISCAL YEAR 2020/21

### **BLACKWELL DRIVE BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$632	424-12-123
Lot 2	632	424-12-124
Lot 3	632	424-12-125
Lot 4	632	424-12-126
Lot 5	632	424-12-127
<b>Total Assessment:</b>	<b>\$3,160</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

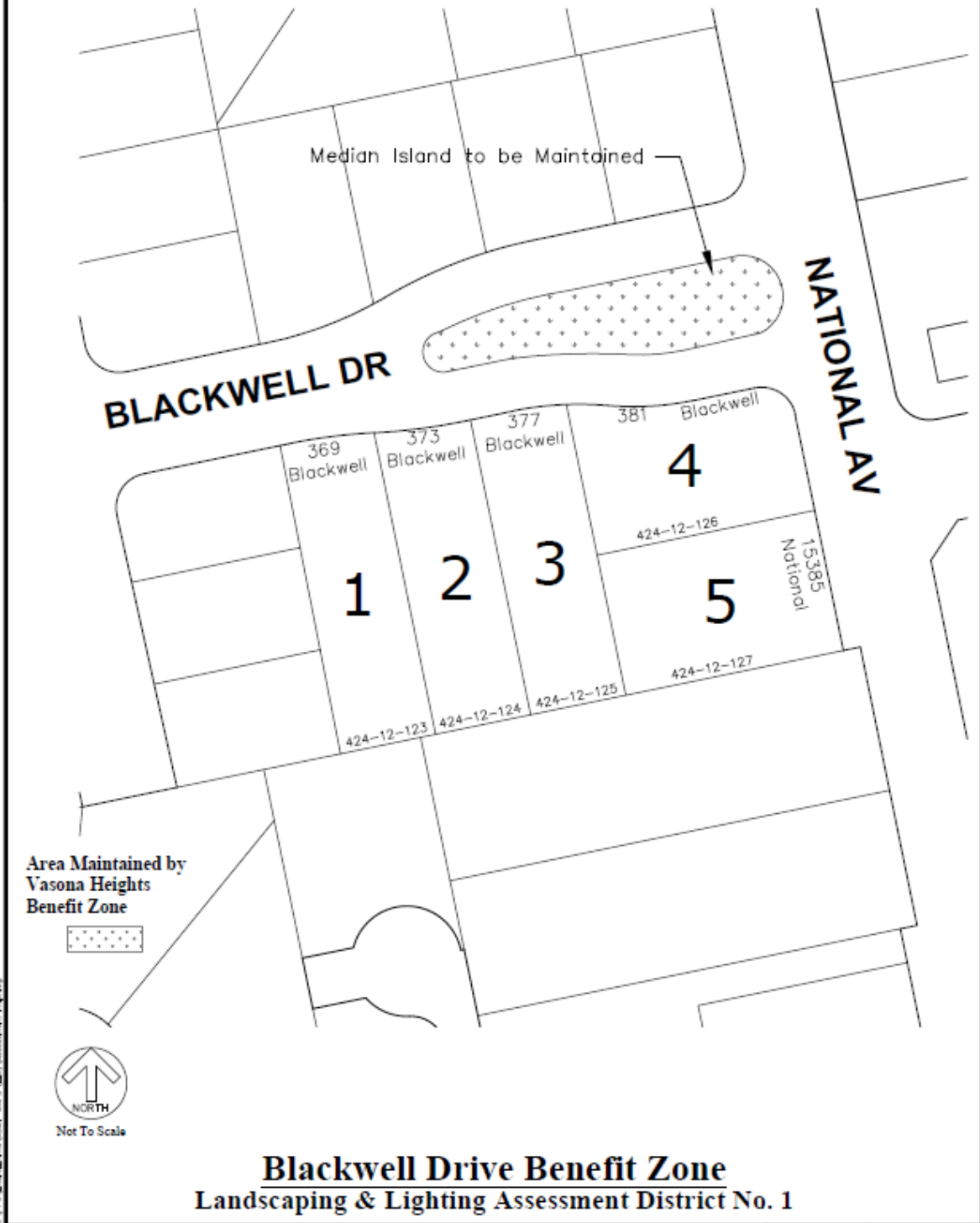
#### **METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

#### **PROPERTY OWNERS LIST**

APN	Owner
42412123	HEPLER BRAD D & UMALI PAMELA
42412124	VUPPUNUTULA VENKAT REDDY AND REDDY SAHITHI
42412125	URRICARIET CHRISTIAN M & MARTINEZ-VISBAL
42412126	JOSHI ANILA & ROHIT
42412127	MORADI MOSTAFA

PART "D"  
Assessment Diagram





**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 -  
KENNEDY MEADOWS BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1 - Kennedy Meadows Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-016 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 1 - Kennedy Meadows Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment.

**ATTACHMENT 2**

**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 1 - Kennedy Meadows Benefit Zone, for Fiscal Year 2020/21.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>th</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

## PART C

### ASSESSMENT ROLL FISCAL YEAR 2020/21

### KENNEDY MEADOWS BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$685.00	532-18-050
Lot 2	685.00	532-18-049
Lot 3	685.00	532-18-048
Lot 4	685.00	532-18-047
Lot 5	685.00	532-18-052
Lot 6	685.00	532-18-063
Lot 7	685.00	532-18-062
Lot 8	685.00	532-18-061
Lot 9	685.00	532-18-060
Lot 10	685.00	532-18-059
Lot 11	685.00	532-18-058
Lot 12	685.00	532-18-057
Lot 13	685.00	532-18-056
Lot 14	685.00	532-18-055
Lot 15	685.00	532-18-054
<b>Total Assessment:</b>	<b>\$10,275</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### METHOD OF APPORTIONMENT OF ASSESSMENT

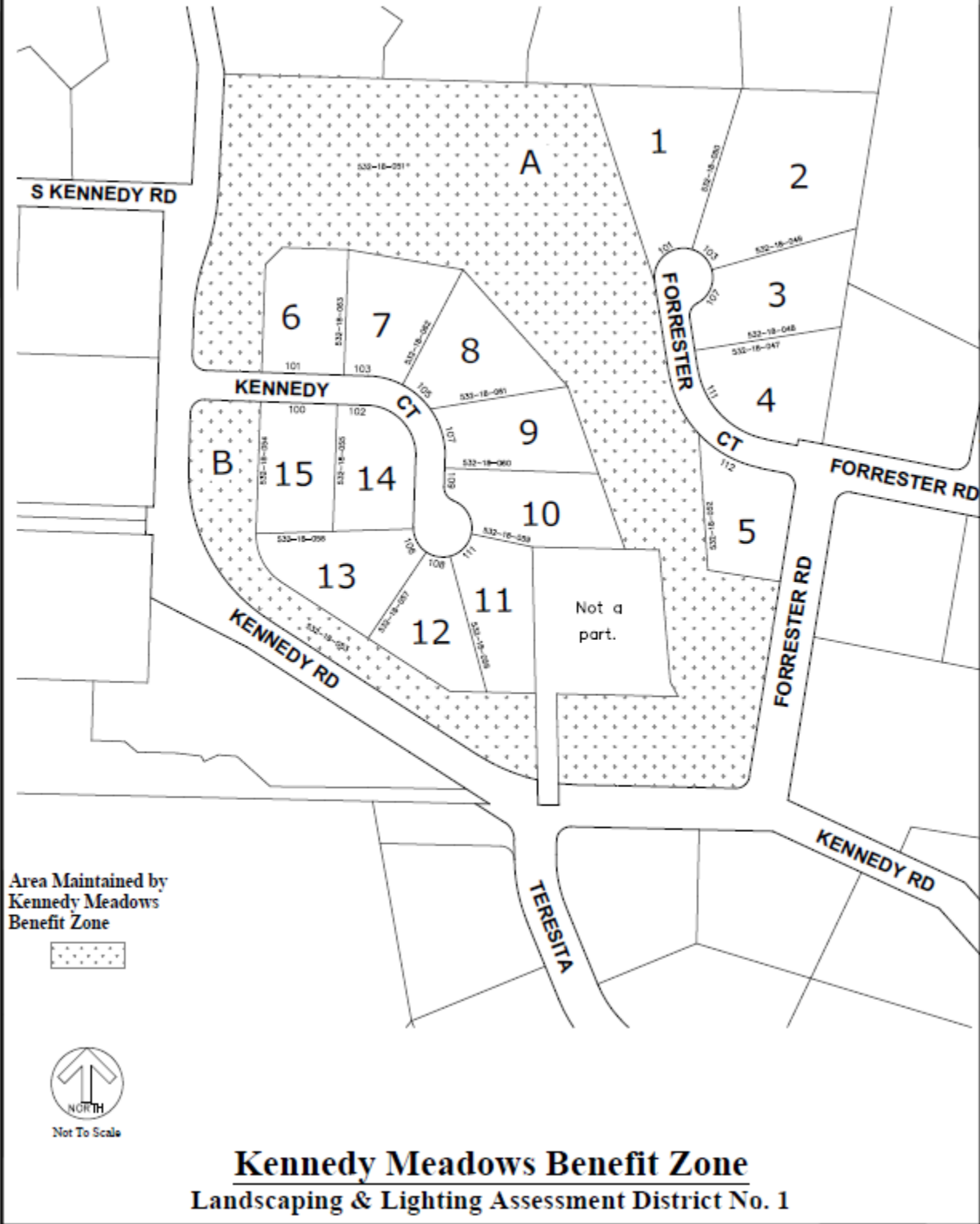
The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

# **KENNEDY MEADOWS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

APN	Owner
53218047	DAMORE EDWARD & KIMBERLY
53218048	Wiederhold Robert P & Melinda A Trustee
53218049	Jeffers Of Ryan 2012 Living Trust
53218050	HIRSCHMAN WILLIAM AND DODSON ELIZABETH TRUS
53218052	MONTECILLO FAMILY TRUST
53218054	HACKER MARK K TRUSTEE
53218055	JENKINS WILLIAM D JR & JULIE C
53218056	LOS GATOS SARATOGA LLC SERIES A
53218057	BEER JAMES A & LAEL L TRUSTEE
53218058	CALI A STEVE & LORI A TRUSTEE
53218059	HUMPHRIES SIMON & SHEILA H TRUSTEE
53218060	HUBLU RANI
53218061	SCHENKEL SCOTT F & KIMBERLY L TRUSTEE
53218062	THOMPSON PETER B & SHEILA K
53218063	BIBAUD SCOTT A & SUSAN M TRUSTEE

**PART "D"**  
**Assessment Diagram**



**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 -  
SANTA ROSA HEIGHTS BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1 - Santa Rosa Heights Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-017 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 1 - Santa Rosa Heights Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment.

**ATTACHMENT 3**

**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 1 - Santa Rosa Heights Benefit Zone, for Fiscal Year 2020/21.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>th</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**SANTA ROSA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$300.00	537-31-001
Lot 2	300.00	537-31-002
Lot 3	300.00	537-31-003
Lot 4	300.00	537-31-022
Lot 5	300.00	537-31-023
Lot 6	300.00	537-31-006
Lot 7	300.00	537-31-007
Lot 8	300.00	537-31-008
Lot 9	300.00	537-31-009
Lot 10	300.00	537-31-010
Lot 11	300.00	537-31-011
Lot 12	300.00	537-31-012
Lot 13	300.00	537-31-013
Lot 14	300.00	537-31-014
Lot 15	300.00	537-31-015
<b>Total Assessment:</b>	<b>\$4,500</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

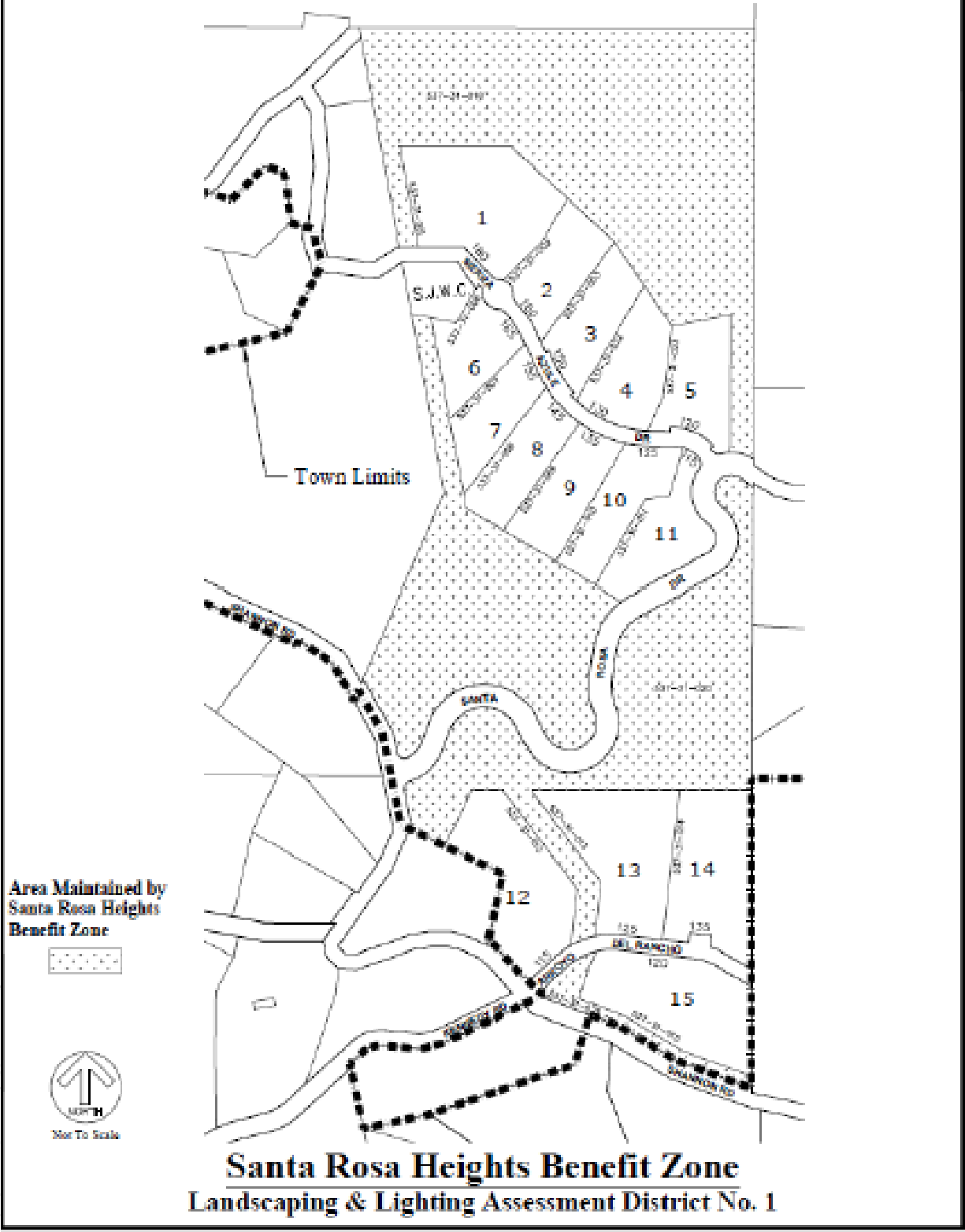


# **SANTA ROSA HEIGHTS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
53731001	JAIN VIVEK TRUSTEE
53731002	ENTIN BRUCE L & PESIA TRUSTEE
53731003	SILVESTRI CHESTER J & IRENE N TRUSTEE
53731006	HWANG MING-YUN & JENNY WEN-CHI TRUSTEE
53731007	Zohouri Saeed Trustee
53731008	KERSCHBAUM MANFRED J
53731009	Tahmassebi Family Trust
53731010	COX JEREMY & JILL
53731011	SINGH JAGDEEP & ROSHNI TRUSTEE
53731012	PANCHAL NATWARLAL M & GITA N
53731013	JOSEPH AND SUSAN P LAM
53731014	HERNANDEZ JOHN B & JACKSON EVA TRUSTEE
53731015	AMARAL ROBERT H JR TRUSTEE
53731022	POULOS LOUIS
53731023	RAJAN SHANTHI

**PART "D"**  
**Assessment Diagram**



**Santa Rosa Heights Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 -  
VASONA HEIGHTS BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1 - Vasona Heights Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-018 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 1 - Vasona Heights Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment,

**ATTACHMENT 4**

**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 1 - Vasona Heights Benefit Zone, for Fiscal Year 2020/21.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>th</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2020/21**

**VASONA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$295.00	529-13-056
Lot 2	295.00	529-13-055
Lot 3	295.00	529-13-054
Lot 4	295.00	529-13-053
Lot 5	295.00	529-13-052
Lot 6	295.00	529-13-051
Lot 7	295.00	529-13-049
Lot 8	295.00	529-13-048
Lot 9	295.00	529-13-047
Lot 10	295.00	529-13-046
Lot 11	295.00	529-13-044
Lot 12	295.00	529-13-043
Lot 13	295.00	529-13-042
Lot 14	295.00	529-13-041
Lot 15	295.00	529-13-040
Lot 16	295.00	529-13-039
Lot 17	295.00	529-13-038
Lot 18	295.00	529-13-037
Lot 19	295.00	529-13-036
Lot 20	295.00	529-13-035
Lot 21	295.00	529-13-060
Lot 22	295.00	529-13-061
Lot 23	295.00	529-13-032
Lot 24	295.00	529-13-031
Lot 25	295.00	529-13-030
Lot 26	295.00	529-13-029
Lot 27	295.00	529-13-028
Lot 28	295.00	529-13-063
Lot 29	295.00	529-13-062
Lot 30	295.00	529-13-022
Lot 31	295.00	529-13-021
Lot 32	295.00	529-13-058
Lot 33	295.00	529-13-059
<b>Total Assessment:</b>	<b>\$9,735.00</b>	

## METHOD OF APPORTIONMENT OF ASSESSMENT

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

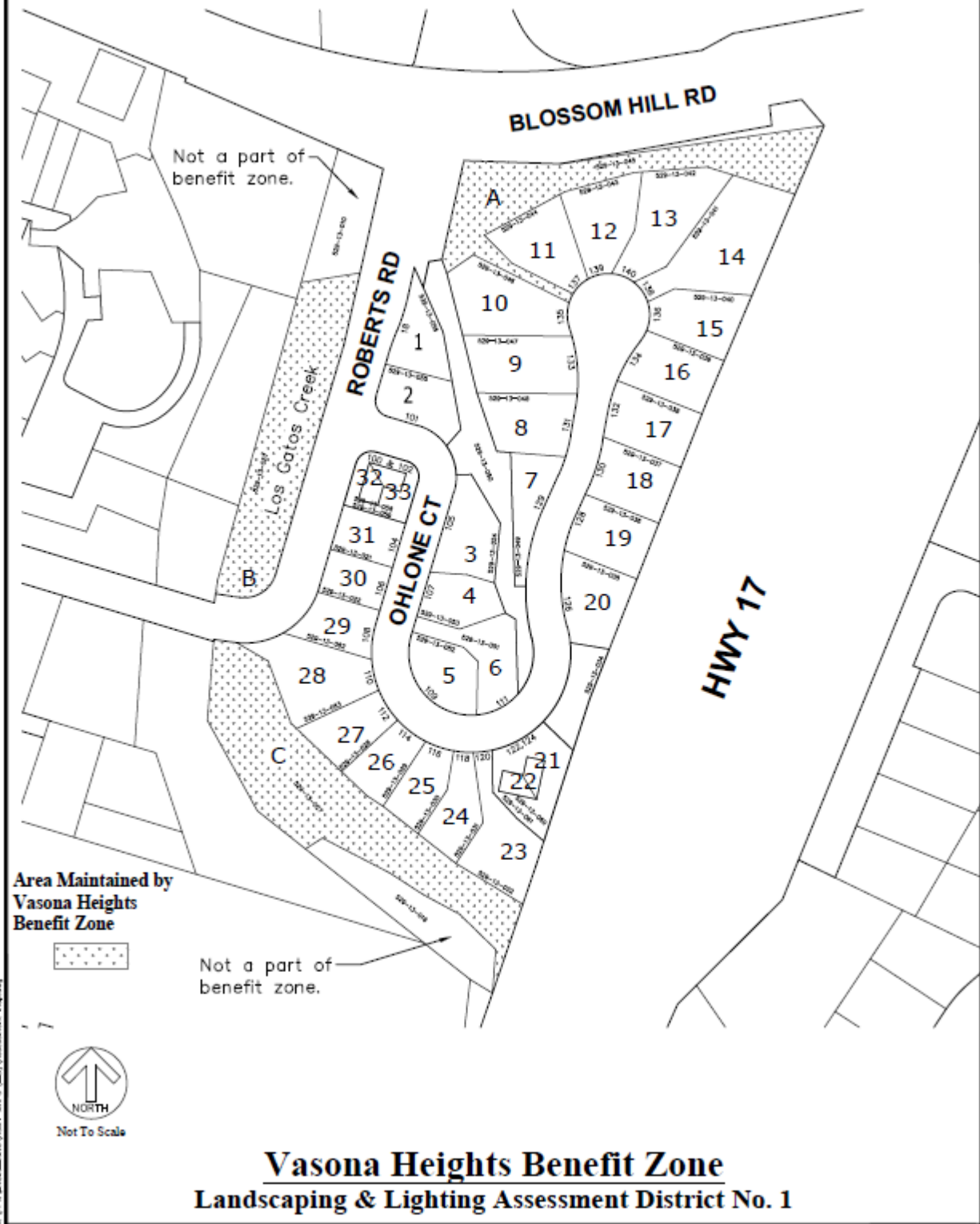
The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

## **VASONA HEIGHTS BENEFIT ZONE**

### PROPERTY OWNERS LIST

APN	Owner
52913021	Figueroa Roberto E & Regina G
52913022	LEVENSON LINDA
52913028	GIANNAKOPOULOU K FAMILY TRUST
52913029	DION THOMAS M & CARRIE A
52913030	Fan James & Cynthia R
52913031	KLINE DANIEL
52913032	FISK ROY W & LYNN M TRUSTEE
52913035	CHENG JULIE W TRUST
52913036	LEVY MATTHEW & MONITA
52913037	MCCLOSKEY 2014 FAMILY TRUST
52913038	GAVIN JAMES A & KIM J TRUSTEE
52913039	SCHROEDER JACOB AND HOLLY TRUSTEE
52913040	Boesenberg Alex & Michele Trustee
52913041	SMART JOHN A & BETH A
52913042	PETER G AND TASSIA H BABALIS TRUSTEE
52913043	SMEDT RODNEY C & KATHLEEN E
52913044	ROMUALDAS V BRIZGYS TRUSTEE & ET AL
52913045	LOS GATOS TOWN OF
52913046	RAMEZANE DOUGLAS
52913047	RAMI AND KATHERINE TUYET KANAMA
52913048	WOO SHIRLEY Y TRUSTEE
52913049	ERDEI NICOLAE M JR
52913051	FLECK MATHIAS S AND CAROLINE C
52913052	ABY FAMILY TRUST
52913053	PALFALVI BELA E & LORI C TRUSTEE
52913054	SCHUMACHER JAMES V & CATHY O
52913055	COLYER WALLACE C & SARAH A TRUSTEE
52913056	BODE JON A & JULEE A TRUSTEE
52913058	MONTGOMERY MICHAEL
52913059	ANDERSON MARILYN J
52913060	SILVA DENISE
52913061	HALPIN TIM & SHERRI
52913062	SHELL MARY TRUSTEE
52913063	SAMARA MAJEED S TRUSTEE

PART "D"  
Assessment Diagram



**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 -  
HILLBROOK DRIVE BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1 - Hillbrook Drive Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-019 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 1 - Hillbrook Drive Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment.

**ATTACHMENT 5**



**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 1 - Hillbrook Drive Benefit Zone, for Fiscal Year 2018/19.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>th</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

**PART C  
ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**HILLBROOK BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$175.00	523-11-027
Lot 2	175.00	523-11-026
Lot 3	175.00	523-11-025
Lot 4	175.00	523-11-024
Lot 5	175.00	523-11-023
Lot 6	175.00	523-11-022
Lot 7	175.00	523-11-021
Lot 8	175.00	523-11-020
Lot 9	175.00	523-11-019
Lot 10	175.00	523-11-018
Lot 11	175.00	523-07-030
Lot 12	175.00	523-07-029
Lot 13	175.00	523-07-028
Lot 14	175.00	523-07-027
Lot 15	175.00	523-07-026
Lot 16	175.00	523-07-025
Lot 17	175.00	523-07-024
Lot 18	175.00	523-07-023
Lot 19	175.00	523-07-022
Lot 20	175.00	523-07-021
Lot 21	175.00	523-07-020
Lot 22	175.00	523-07-019
Lot 23	175.00	523-07-018
Lot 24	175.00	523-07-017
Lot 25	175.00	523-07-016
Lot 26	175.00	523-07-015
Lot 27	175.00	523-07-014
Lot 28	175.00	523-07-013
Lot 29	175.00	523-07-012
Lot 30	175.00	523-07-011
Lot 31	175.00	523-07-010
Lot 32	175.00	523-07-009
Lot 33	175.00	523-07-008
Lot 34	175.00	523-07-007
<b>Total Assessment:</b>	<b>\$5,950</b>	

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**HILLBROOK BENEFIT ZONE**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

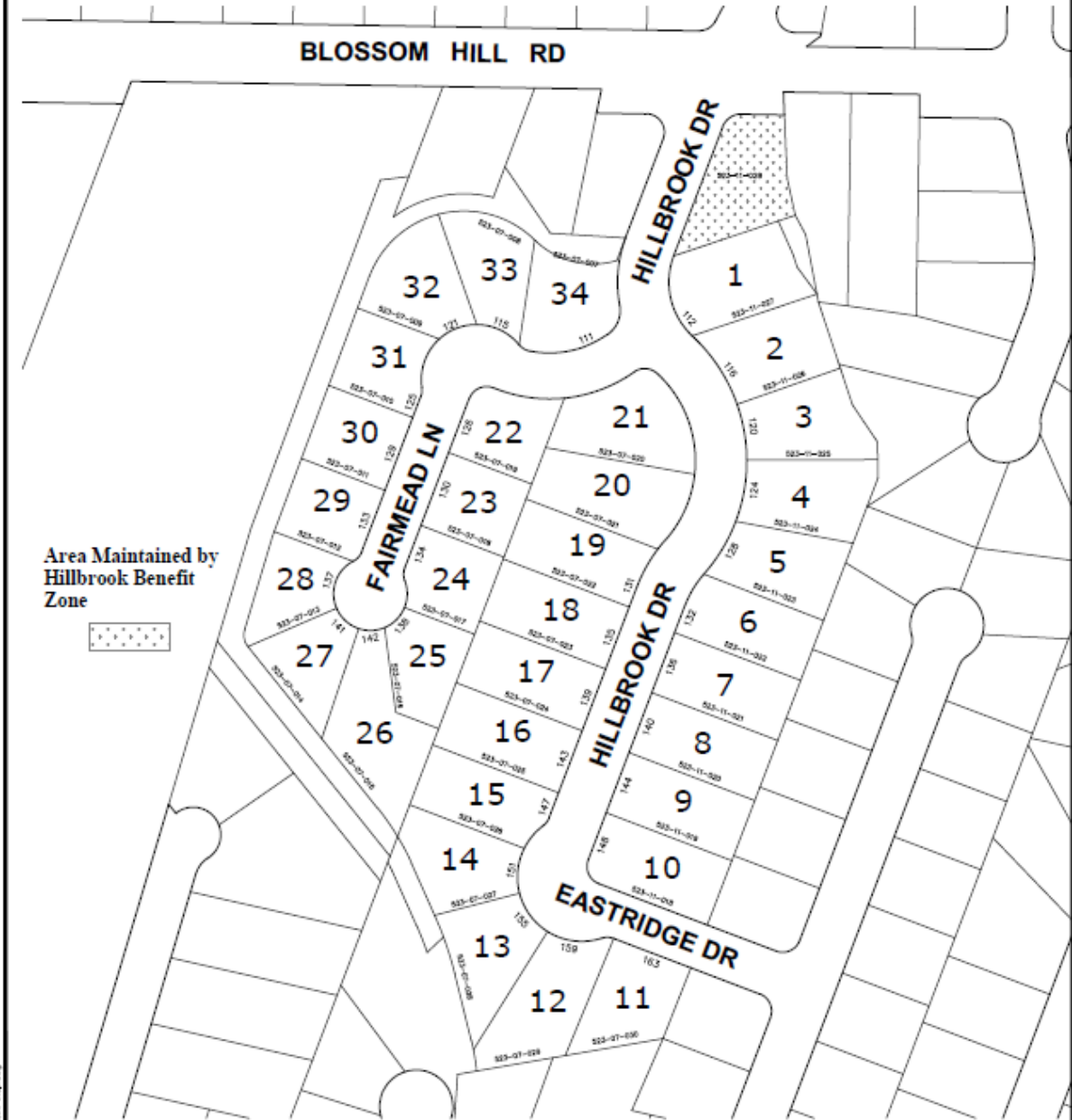
The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

# **HILLBROOK BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

APN	Owner
52307016	AGARWAL ASHU VIKAS AND SHALANI VIKAS TRUSTE
52311019	BAHR STACEY & IRA
52307009	BERGKAMP JAMES J & KIMBERLY L TRUSTEE
52307020	Biller 2019 Trust
52311027	BRADDI LOUIS J JR & JOAN N TRUSTEE
52311026	CORDELL ROBERT Q II TRUSTEE
52307008	DESANTIS JUSTIN
52307019	ESCOBAR BENITO & REBECCA J
52311024	FALCONA LLC
52311025	FALLON DONALD J LIVING TRUST
52307022	GABEL ROBERT L TRUSTEE
52307024	HARWOOD MICHAEL & ELIZABETH
52307018	JIA TAO
52307025	JIN ROBERT X & LISA H
52307015	KIRK JENNIFER TRUSTEE & ET AL
52307023	LACKOVIC THOMAS TRUSTEE
52307026	MCCOY JEROME & SHERYL D
52307029	MUNNERLYN AUDREY L
52311021	PANAGOPOULOS THEODOROS
52311022	PANDIPATI FAMILY TRUST
52311023	PARHAM SEAN TRUSTEE
52311018	PEARSON LORELDA M
52307013	PRASHAD-GASPAR NEERJA
52307028	RUHLE PHILIP G & NANCY A TTEES
52307021	SCHNEIDER JOHN O & CONDIT MICHAELA L
52307007	SCHNEIDER LINDA TRUSTEE
52307027	SPITERI RALPH J & LA VERNE C
52307014	STEELE NANCY J TRUSTEE
52307012	VASCONI ANTHONY V & ELENA C TRUSTEE
52307010	VOSSEN STEPHAN & BOSSEN INGRID
52307017	WHEELER MAXON R AND KIMBERLY A TRUSTEE
52311020	WINOTO RENALDI
52307011	Zhou Wen & Huang Shitao
52307030	ZOLLA HOWARD G & CAROL E TRUSTEE

PART "D"  
Assessment Diagram



Area Maintained by Hillbrook Benefit Zone



Not To Scale

**Hillbrook Benefit Zone**  
Landscaping & Lighting Assessment District No. 1

\\snp\p\GIS\GIS\MapServer\maps\GIS\Assessments\map\_4.mxd

**RESOLUTION 2020-**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
CONFIRMING DIAGRAM AND ASSESSMENT,  
AND LEVYING AND AUTHORIZING COLLECTION OF ASSESSMENTS FOR  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2 -  
GEMINI COURT BENEFIT ZONE  
FOR FISCAL YEAR 2020/21**

**WHEREAS**, on April 21, 2020, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 2 - Gemini Court Drive Benefit Zone regarding the improvements in the District and proposed assessments to support those improvements; and

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

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

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

**WHEREAS**, on May 5, 2020, the Town Council adopted Resolution No. 2020-020 declaring its intention to levy and collect assessments in Landscape and Lighting District No. 2 - Gemini Court Benefit Zone, and set the matter for public hearing in accordance with State law; and

**WHEREAS**, notice of the public hearing was duly mailed and published in accordance with State law; and

**WHEREAS**, the public hearing on the proposed levy of assessments was held by the Town Council on June 16, 2020, at which time all interested persons present were heard; and

**WHEREAS**, the proposed assessments are not proposed to be increased from any previous year; and

**WHEREAS**, the Town Council has received and considered all written and oral statements and protests regarding the proposed assessment.

**ATTACHMENT 6**

**NOW THEREFORE, BE IT RESOLVED:**

1. The diagram and assessment attached hereto as Parts C and D are approved.
2. This Resolution shall constitute the levy of assessment for Landscape and Lighting Assessment District No. 2 - Gemini Court Benefit Zone, for Fiscal Year 2020/21.
3. The Town Clerk shall transmit a certified copy of this Resolution to the Tax Collector of Santa Clara County for entry on the County Assessment Roll opposite each lot or parcel of land in the amount assessed pursuant to the Resolution, and collection pursuant to Streets and Highways Code Sec. 22646 and payment to the Town pursuant to Streets and Highways Code Sec. 22647.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos held on the 16<sup>h</sup> day of June 2020 by the following vote:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

TOWN CLERK  
LOS GATOS, CALIFORNIA

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

**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**GEMINI COURT BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$230.00	567-64-051
Lot 2	230.00	567-64-050
Lot 3	230.00	567-64-049
Lot 4	230.00	567-64-048
Lot 5	230.00	567-64-047
Lot 6	230.00	567-64-046
Lot 7	230.00	567-64-045
Lot 8	230.00	567-64-044
Lot 9	230.00	567-64-054
Lot 10	230.00	567-64-053
Lot 11	230.00	567-64-052
Lot 12	230.00	567-64-042
Lot 13	230.00	567-64-041
Lot 14	230.00	567-64-040
Lot 15	230.00	567-64-039
Lot 16	230.00	567-64-038
Lot 17	230.00	567-64-037
Lot 18	230.00	567-64-036
Lot 19	230.00	567-64-035
Lot 20	230.00	567-64-034
<b>Total Assessment:</b>	<b>\$4,600.00</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

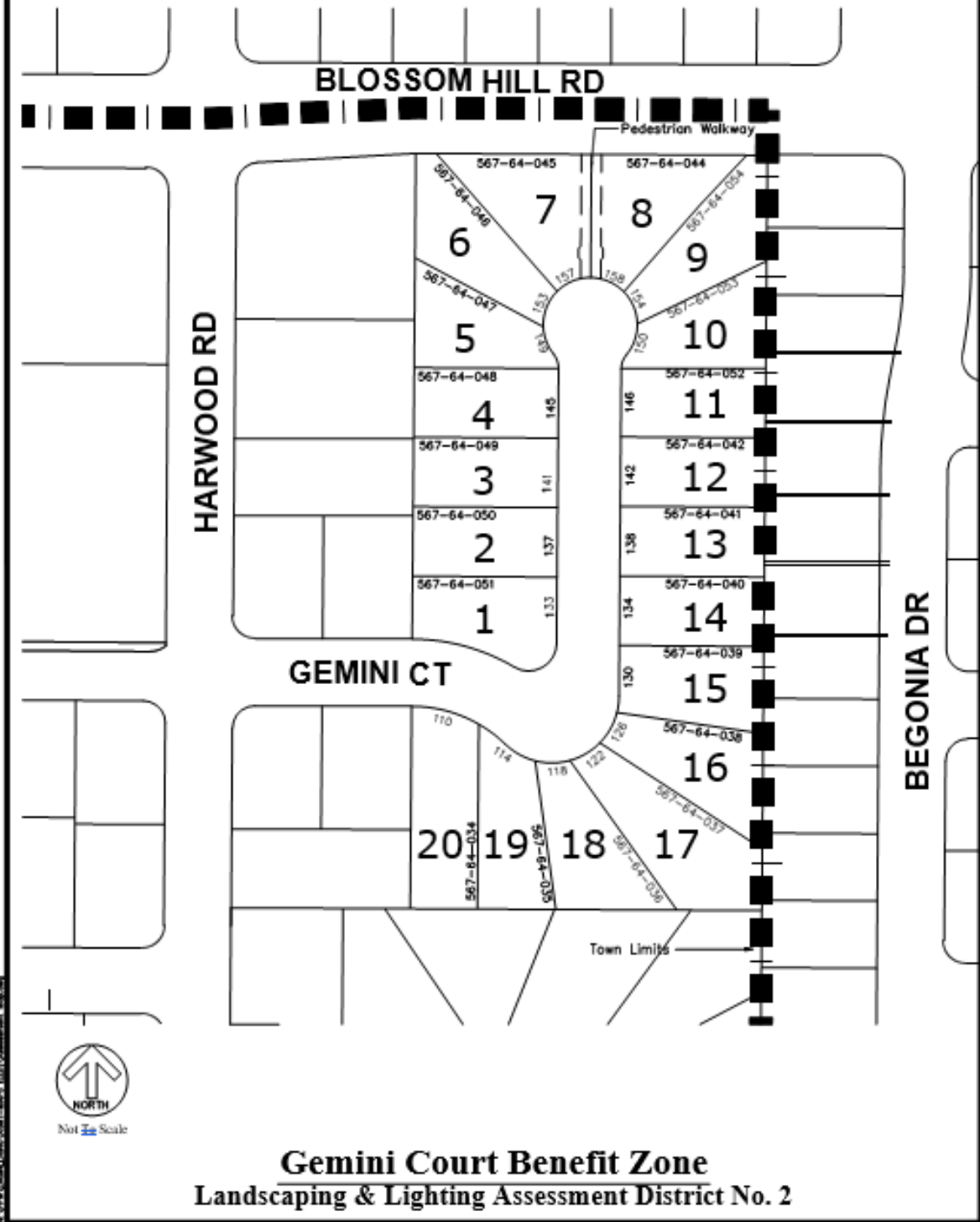


# **GEMINI COURT BENEFIT ZONE**

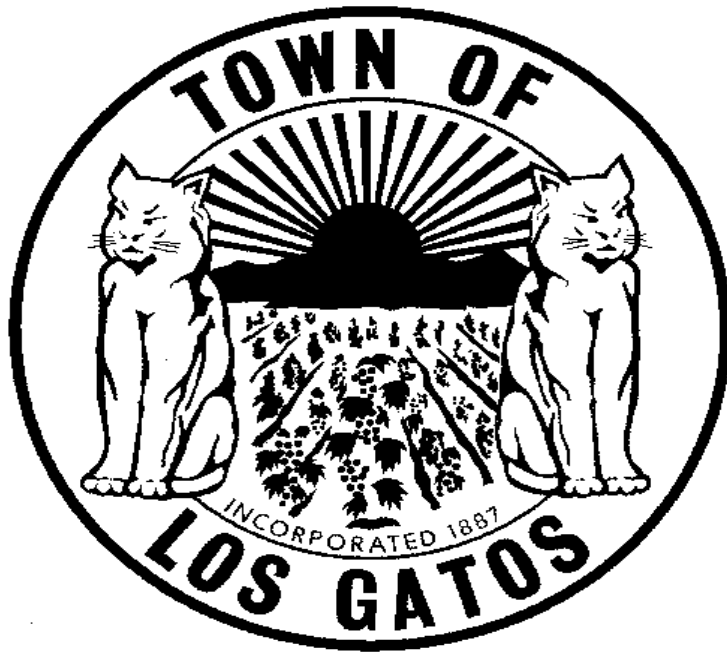
## **PROPERTY OWNERS LIST**

APN	Owner
56764034	POWERS RICHARD J & SHELLEY A TRUSTEE
56764035	KIM SUNG D & HAE R
56764036	SALMINEN SATU & JANNE
56764037	FLISS JOHN R & SHERI B
56764038	SERRANO FRANCISCO TRUSTEE
56764039	SCOGGIN MICHAEL D
56764040	KSJ INC
56764041	Bidabadi Joe B & Homa
56764042	RAPISARDA FRED TRUSTEE
56764044	DAVIDSON SHARON LYNNE TRUSTEE
56764045	BOLOTIN IGOR & VICTORIA
56764046	NGUYEN STEVE
56764047	LAU STEVEN & HWANG JANE T
56764048	CHEN JAMES Z
56764049	MORGAN ROBERT G JR & HIATT JEANNE K
56764050	MOGANNAM EVELYN E TRUSTEE
56764051	BAKER KENNETH TRUSTEE
56764052	RAOUL BADAQUI TRUSTEE & ET AL
56764053	Zhou Guoquan
56764054	AU KEVIN J

PART "D"  
Assessment Diagram



**Gemini Court Benefit Zone**  
Landscaping & Lighting Assessment District No. 2



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

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

ATTACHMENT 7

# ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND 2 (Pursuant to the Landscape and Lighting Act of 1972)

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



---

LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

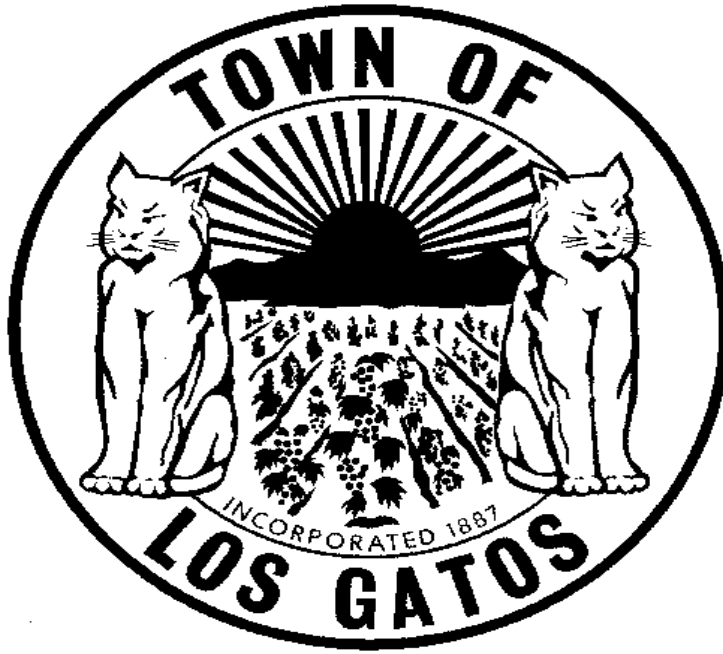
**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN CLERK, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Town Council of the Town of Los Gatos, California on the 5<sup>th</sup> day of May 2020, by Resolution No. 2020-\_\_\_\_\_

TOWN CLERK, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with the County Assessor of the County of Santa Clara on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.



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

**BLACKWELL DRIVE  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**BLACKWELL DRIVE BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscape and Lighting Assessment District No. 1, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

Maintaining the landscaping in the median island constructed as a part of Tract No. 8306 and maintaining the streetlights installed along Blackwell Drive and National Avenue as a part of Tract No. 8306.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



---

LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

**PART A**

**FISCAL YEAR 2020/21**

**PLANS, SPECIFICATIONS AND REPORTS**

**BLACKWELL DRIVE BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated February 16, 1990. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

PART B			
ESTIMATE OF THE COST OF IMPROVEMENTS			
FISCAL YEAR 2019/20			
BLACKWELL DRIVE BENEFIT ZONE			
<b>Fiscal Year 2018/19 Resources</b>			
	Fund Balance 6/30/18	\$	12,703
	Assessment		3,160
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		229
	<b>Total Resources Available for FY 2018/19</b>	<b>\$</b>	<b>16,092</b>
<b>Fiscal Year 2018/19 Expenses</b>			
	Santa Clara County Collection Fee	\$	32
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		407
	Landscape Contractor		1,705
	Town Administrative Charges		460
	<b>Total Expenses for FY 2018/19</b>	<b>\$</b>	<b>2,604</b>
	<b>Ending Fund Balance for FY 2018/19</b>	<b>\$</b>	<b>13,488</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>			
	Fund Balance 6/30/19	\$	13,488
	Assessment		3,160
	Interest		50
	<b>Total Estimated Resources Available for FY 2019/20</b>	<b>\$</b>	<b>16,698</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	32
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		910
	Landscape Contractor		1,705
	District Capital Improvement		7,500
	Town Administrative Charges		460
	<b>Total Estimated Expenses for FY 2019/20</b>	<b>\$</b>	<b>10,907</b>
	<b>Estimated Ending Fund Balance for FY 2019/20</b>	<b>\$</b>	<b>5,791</b>



**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2019/20**

**BLACKWELL DRIVE BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$632	424-12-123
Lot 2	632	424-12-124
Lot 3	632	424-12-125
Lot 4	632	424-12-126
Lot 5	632	424-12-127
<b>Total Assessment:</b>	<b>\$3,160</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

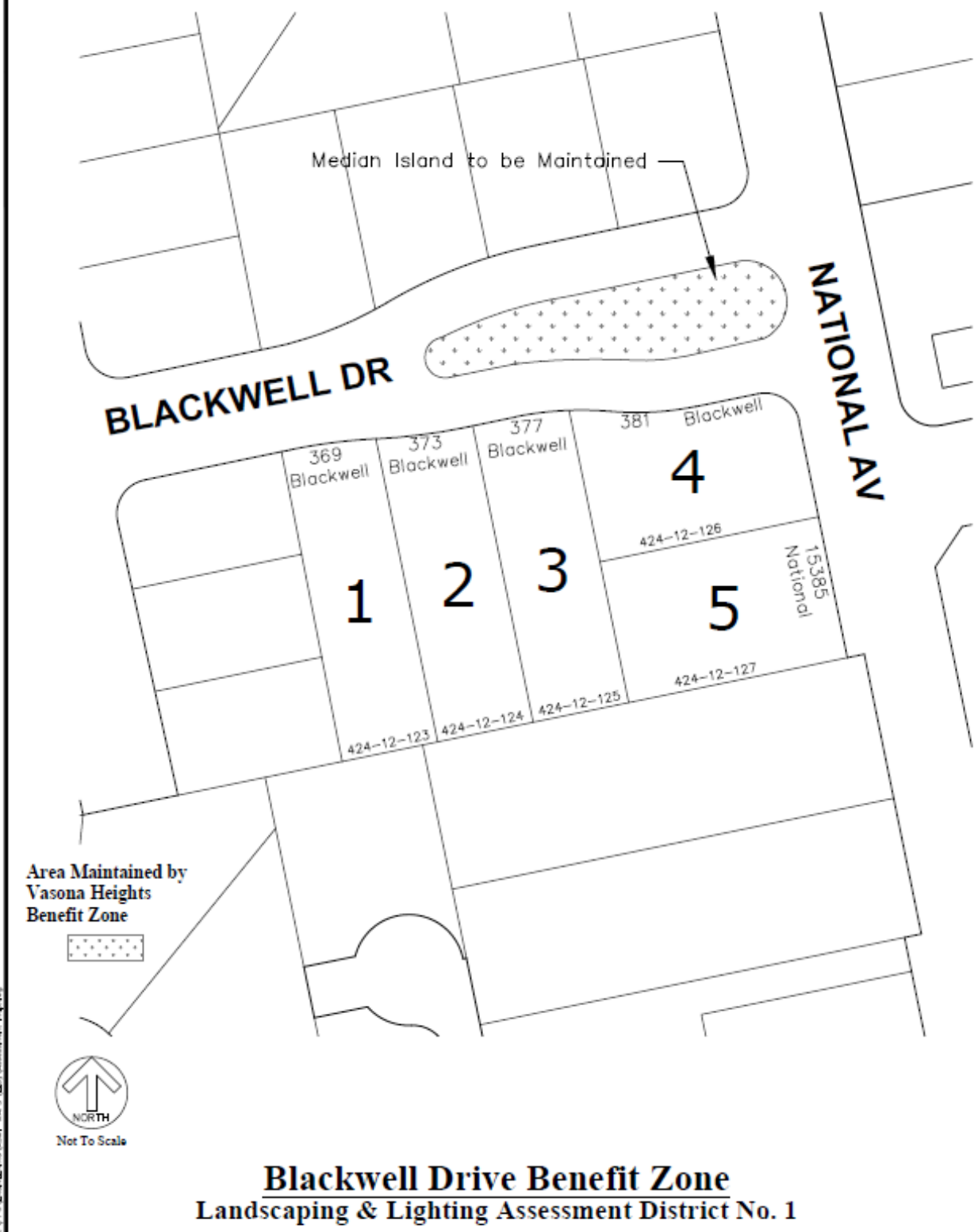
The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

# BLACKWELL DRIVE BENEFIT ZONE

## PROPERTY OWNERS LIST

APN	Owner
42412123	HEPLER BRAD D & UMALI PAMELA
42412124	VUPPUNUTULA VENKAT REDDY AND REDDY SAHITHI
42412125	URRICARIET CHRISTIAN M & MARTINEZ-VISBAL
42412126	JOSHI ANILA & ROHIT
42412127	MORADI MOSTAFA

PART "D"  
Assessment Diagram



**Blackwell Drive Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**

11/15/2010 2:28:10 PM C:\Users\user\Desktop\110101 Assessment - map.dwg



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

**KENNEDY MEADOWS  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**KENNEDY MEADOWS BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

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

This report consists of four parts, as follows:

- PART A:** Plans and specifications for the improvements and the report by H. T. Harvey Associates are filed in the Clerk Department. Although separately bound, the plans, specifications and H.T. Harvey report are a part of this report and are included in it by reference.
- PART B:** An estimate of the cost of the improvements, including interest on the funds advanced to the benefit zone by the Town.
- PART C:** An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D:** A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



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LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

## **PART A**

**FISCAL YEAR 2020/21**

**PLANS, SPECIFICATIONS AND REPORTS**

### **KENNEDY MEADOWS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack and Associates, Civil Engineers, dated September 21, 1994, their job number 90-263C, pages 1 - 11. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

The wetlands mitigation and monitoring plan was prepared by H.T. Harvey & Associates, Ecological Consultants, dated November 11, 1994, their file number 733-04, 11 pages. A revised wetlands mitigation plan is contained in a letter to the U.S. Army Corp of Engineers and California Regional Water Quality Control Board dated August 30, 1995 and as-built plans in a letter dated February 21, 1995. The original report and letters have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in this Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2019/20</b>			
<b>KENNEDY MEADOWS BENEFIT ZONE</b>			
<b>Fiscal Year 2018/19 Resources</b>			
	Fund Balance 6/30/18	\$	35,234
	Assessment		10,275
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		637
	<b>Total Resources Available for FY 2018/19</b>	<b>\$</b>	<b>46,146</b>
<b>Fiscal Year 2018/19 Expenses</b>			
	Santa Clara County Collection Fee	\$	103
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,315
	Landscape Contractor		5,292
	Town Administrative Charges		1,510
	Improvements (Trail)		0
	<b>Total Expenses for FY 2018/19</b>	<b>\$</b>	<b>8,220</b>
	<b>Ending Fund Balance for FY 2018/19</b>	<b>\$</b>	<b>37,926</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>			
	Fund Balance 6/30/19	\$	37,926
	Assessment		10,275
	Interest		330
	<b>Total Estimated Resources Available for FY 2019/20</b>	<b>\$</b>	<b>48,531</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	103
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,000
	Landscape Contractor		13,092
	District Capital Improvements		0
	Town Administrative Charges		1,510
	<b>Total Estimated Expenses for FY 2019/20</b>	<b>\$</b>	<b>16,005</b>
	<b>Estimated Ending Fund Balance for FY 2019/20</b>	<b>\$</b>	<b>32,526</b>

**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**KENNEDY MEADOWS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$685.00	532-18-050
Lot 2	685.00	532-18-049
Lot 3	685.00	532-18-048
Lot 4	685.00	532-18-047
Lot 5	685.00	532-18-052
Lot 6	685.00	532-18-063
Lot 7	685.00	532-18-062
Lot 8	685.00	532-18-061
Lot 9	685.00	532-18-060
Lot 10	685.00	532-18-059
Lot 11	685.00	532-18-058
Lot 12	685.00	532-18-057
Lot 13	685.00	532-18-056
Lot 14	685.00	532-18-055
Lot 15	685.00	532-18-054
<b>Total Assessment:</b>	<b>\$10,275</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

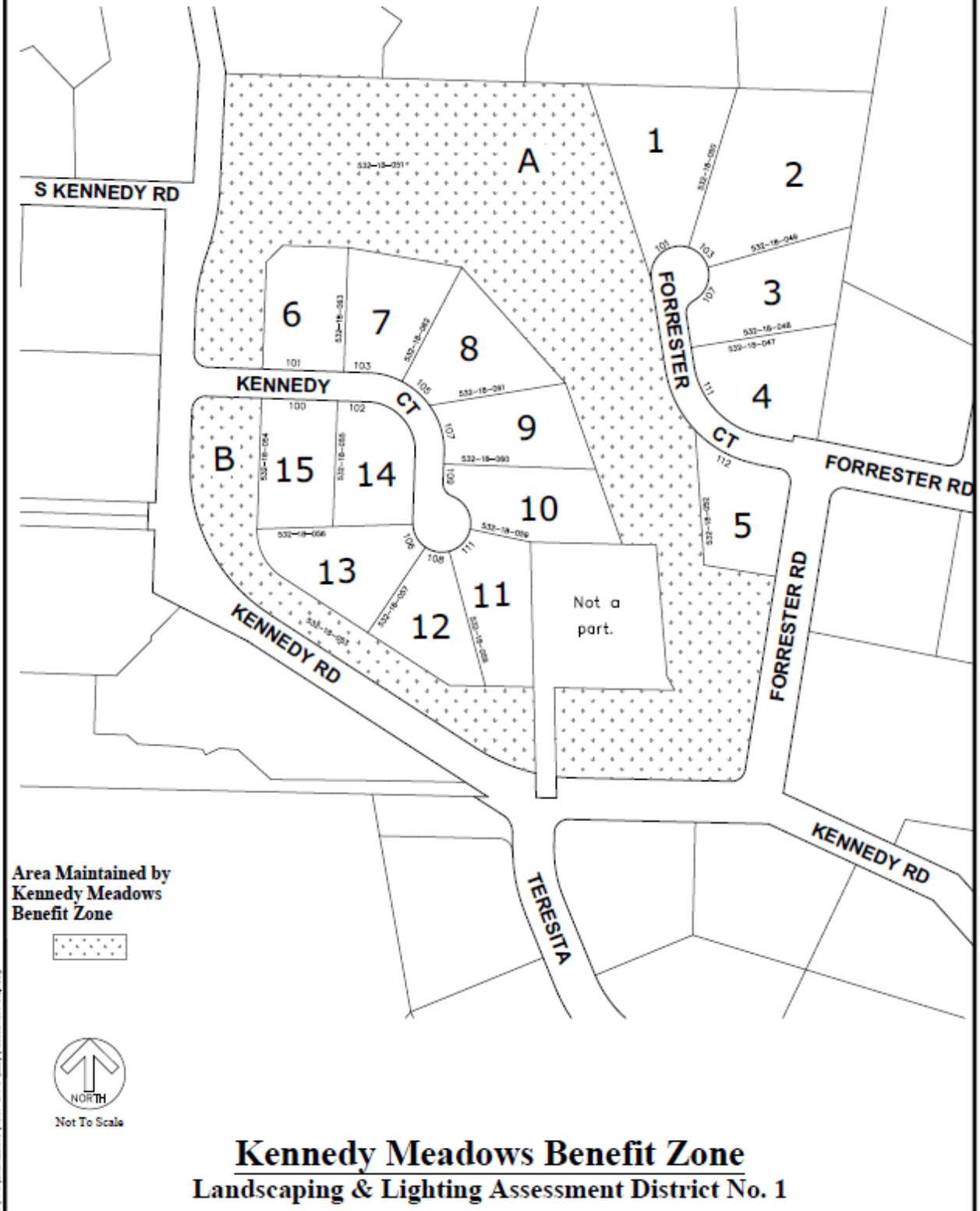


# **KENNEDY MEADOWS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

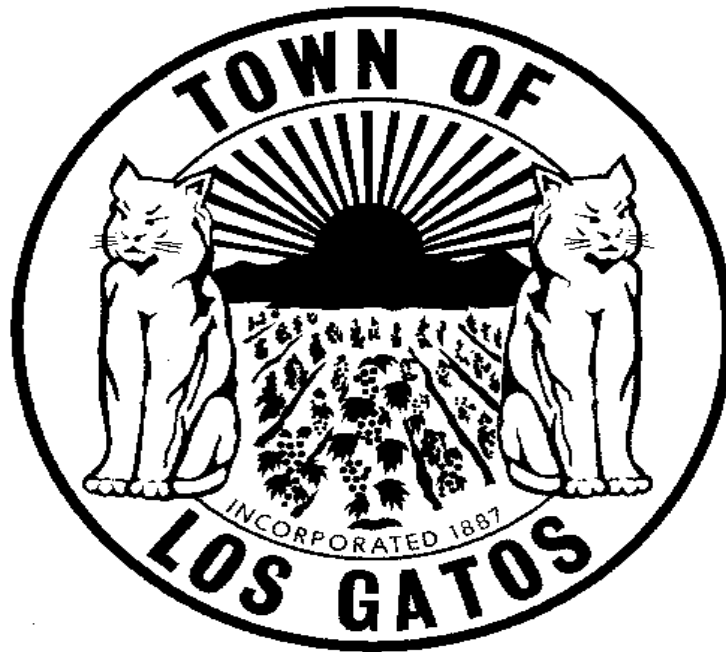
APN	Owner
53218047	DAMORE EDWARD & KIMBERLY
53218048	Wiederhold Robert P & Melinda A Trustee
53218049	Jeffers Of Ryan 2012 Living Trust
53218050	HIRSCHMAN WILLIAM AND DODSON ELIZABETH TRUS
53218052	MONTECILLO FAMILY TRUST
53218054	HACKER MARK K TRUSTEE
53218055	JENKINS WILLIAM D JR & JULIE C
53218056	LOS GATOS SARATOGA LLC SERIES A
53218057	BEER JAMES A & LAEL L TRUSTEE
53218058	CALI A STEVE & LORI A TRUSTEE
53218059	HUMPHRIES SIMON & SHEILA H TRUSTEE
53218060	HUBLOU RANI
53218061	SCHENKEL SCOTT F & KIMBERLY L TRUSTEE
53218062	THOMPSON PETER B & SHEILA K
53218063	BIBAUD SCOTT A & SUSAN M TRUSTEE

PART "D"  
Assessment Diagram



**Kennedy Meadows Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**

\\s01p01\pub\GIS\ASST-JMS\BLD\Assessment map.dwg



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

**SANTA ROSA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**SANTA ROSA HEIGHTS BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, trail and retaining walls, as shown on the approved improvement plans for Tract No. 8400, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



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LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

**PART A**

**FISCAL YEAR 2020/21**

**PLANS, SPECIFICATIONS AND REPORTS**

**SANTA ROSA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack & Associates, dated February 1991, their job number 90-295. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2019/20</b>	
<b>SANTA ROSA HEIGHTS BENEFIT ZONE</b>	
<b>Fiscal Year 2018/19 Resources</b>	
Fund Balance 6/30/18	\$ 58,477
Assessment	4,350
Delinquent Assessment	0
Penalties/Late Fees	0
Interest	1,004
<b>Total Resources Available for FY 2018/19</b>	<b>\$ 63,831</b>
<b>Fiscal Year 2018/19 Expenses</b>	
Santa Clara County Collection Fee	\$ 45
Publication & Notification Charges	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	0
Landscape Contractor	8,467
Town Administrative Charges	660
<b>Total Expenses for FY 2018/19</b>	<b>\$ 9,172</b>
<b>Ending Fund Balance for FY 2018/19</b>	<b>\$ 54,659</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>	
Fund Balance 6/30/19	\$ 54,659
Assessment	4,500
Interest	500
<b>Total Estimated Resources Available for FY 2019/20</b>	<b>\$ 59,659</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>	
Santa Clara County Collection Fee	\$ 45
Publication & Notification Charges	300
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	0
Landscape Contractor	8,467
Town Administrative Charges	660
District Capital Improvements	10,000
<b>Total Estimated Expenses for FY 2019/20</b>	<b>\$ 19,472</b>
<b>Estimated Ending Fund Balance for FY 2019/20</b>	<b>\$ 40,187</b>

**PART C**

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**SANTA ROSA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$300.00	537-31-001
Lot 2	300.00	537-31-002
Lot 3	300.00	537-31-003
Lot 4	300.00	537-31-022
Lot 5	300.00	537-31-023
Lot 6	300.00	537-31-006
Lot 7	300.00	537-31-007
Lot 8	300.00	537-31-008
Lot 9	300.00	537-31-009
Lot 10	300.00	537-31-010
Lot 11	300.00	537-31-011
Lot 12	300.00	537-31-012
Lot 13	300.00	537-31-013
Lot 14	300.00	537-31-014
Lot 15	300.00	537-31-015
<b>Total Assessment:</b>	<b>\$4,500</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

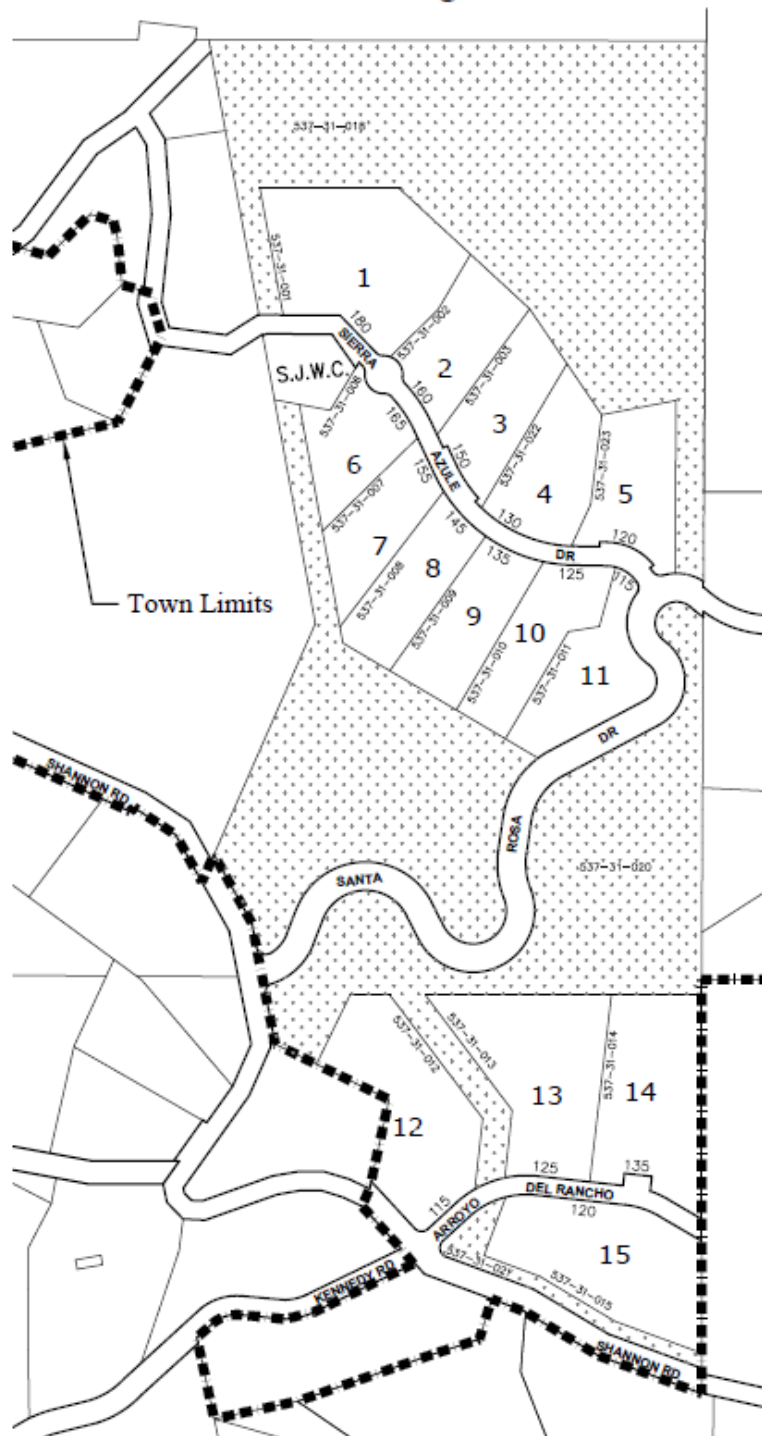
# **SANTA ROSA HEIGHTS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>	<b>Owner</b>
53731001	JAIN VIVEK TRUSTEE
53731002	ENTIN BRUCE L & PESIA TRUSTEE
53731003	SILVESTRI CHESTER J & IRENE N TRUSTEE
53731006	HWANG MING-YUN & JENNY WEN-CHI TRUSTEE
53731007	Zohouri Saeed Trustee
53731008	KERSCHBAUM MANFRED J
53731009	Tahmassebi Family Trust
53731010	COX JEREMY & JILL
53731011	SINGH JAGDEEP & ROSHNI TRUSTEE
53731012	PANCHAL NATWARLAL M & GITA N
53731013	JOSEPH AND SUSAN P LAM
53731014	HERNANDEZ JOHN B & JACKSON EVA TRUSTEE
53731015	AMARAL ROBERT H JR TRUSTEE
53731022	POULOS LOUIS
53731023	RAJAN SHANTHI



**PART "D"**  
**Assessment Diagram**



Area Maintained by  
Santa Rosa Heights  
Benefit Zone



Not To Scale

**Santa Rosa Heights Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**



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

**VASONA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**VASONA HEIGHTS BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscaping and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

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

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



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LISA PETERSEN  
Town Engineer

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April 24, 2020  
DATE

## **PART A**

**FISCAL YEAR 2020/21**

**PLANS, SPECIFICATIONS AND REPORTS**

### **VASONA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Dillon/Drulias Associates, Landscape Architects, dated April 16, 1990, their job number 8840, pages L1 - L17 and revised planting and irrigation plans as prepared by Greg Ing and Associates, dated November 3, 1992 and revised November 23, 1993. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2019/20</b>			
<b>VASONA HEIGHTS BENEFIT ZONE</b>			
<b>Fiscal Year 2018/19 Resources</b>			
	Fund Balance 6/30/18		\$ 49,175
	Assessment		9,735
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		899
	<b>Total Resources Available for FY 2018/19</b>		<b>\$ 59,809</b>
<b>Fiscal Year 2018/19 Expenses</b>			
	Santa Clara County Collection Fee		\$ 97
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,412
	Landscape Contractor		2,646
	Town Administrative Charges		1,430
	<b>Total Expenses for FY 2018/19</b>		<b>\$ 5,585</b>
	<b>Ending Fund Balance for FY 2018/19</b>		<b>\$ 54,224</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>			
	Fund Balance 6/30/19		\$ 54,224
	Assessment		9,735
	Interest		340
	<b>Total Estimated Resources Available for FY 2019/20</b>		<b>\$ 64,299</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>			
	Santa Clara County Collection Fee		\$ 97
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,319
	Landscape Contractor		8,646
	Town Administrative Charges		10,000
	District Capital Improvements		25,079
	<b>Total Estimated Expenses for FY 2019/20</b>		<b>\$ 46,441</b>

**PART C  
ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**VASONA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$295.00	529-13-056
Lot 2	295.00	529-13-055
Lot 3	295.00	529-13-054
Lot 4	295.00	529-13-053
Lot 5	295.00	529-13-052
Lot 6	295.00	529-13-051
Lot 7	295.00	529-13-049
Lot 8	295.00	529-13-048
Lot 9	295.00	529-13-047
Lot 10	295.00	529-13-046
Lot 11	295.00	529-13-044
Lot 12	295.00	529-13-043
Lot 13	295.00	529-13-042
Lot 14	295.00	529-13-041
Lot 15	295.00	529-13-040
Lot 16	295.00	529-13-039
Lot 17	295.00	529-13-038
Lot 18	295.00	529-13-037
Lot 19	295.00	529-13-036
Lot 20	295.00	529-13-035
Lot 21	295.00	529-13-060
Lot 22	295.00	529-13-061
Lot 23	295.00	529-13-032
Lot 24	295.00	529-13-031
Lot 25	295.00	529-13-030
Lot 26	295.00	529-13-029
Lot 27	295.00	529-13-028
Lot 28	295.00	529-13-063
Lot 29	295.00	529-13-062
Lot 30	295.00	529-13-022
Lot 31	295.00	529-13-021
Lot 32	295.00	529-13-058
Lot 33	295.00	529-13-059
<b>Total Assessment:</b>	<b>\$9,735.00</b>	

## **METHOD OF APPORTIONMENT OF ASSESSMENT**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscaping and Lighting Assessment District No. 1.

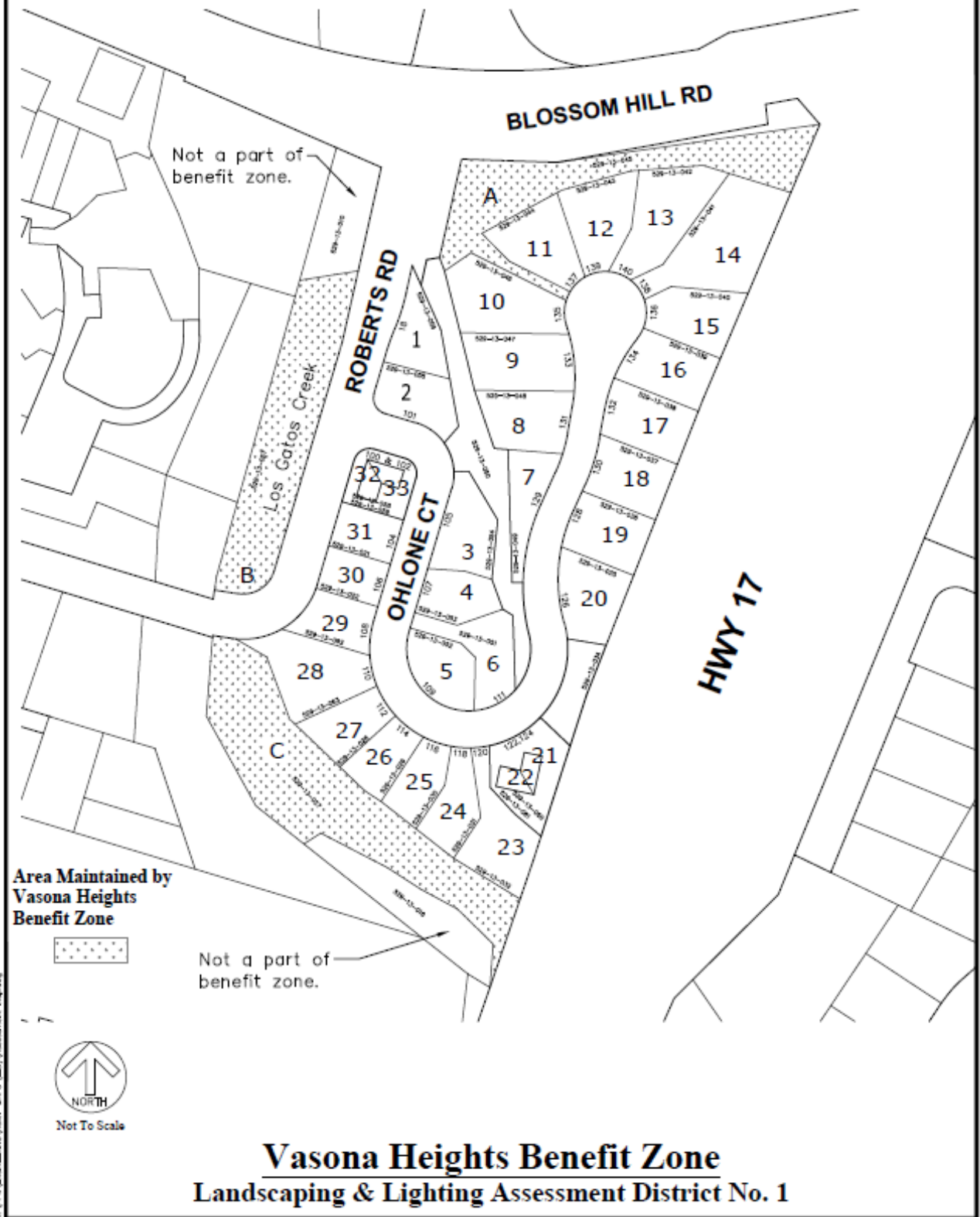
# **VASONA HEIGHTS BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

APN	Owner
52913021	Figueroa Roberto E & Regina G
52913022	LEVENSON LINDA
52913028	GIANNAKOPOULOU K FAMILY TRUST
52913029	DION THOMAS M & CARRIE A
52913030	Fan James & Cynthia R
52913031	KLINE DANIEL
52913032	FISK ROY W & LYNN M TRUSTEE
52913035	CHENG JULIE W TRUST
52913036	LEVY MATTHEW & MONITA
52913037	MCCLOSKEY 2014 FAMILY TRUST
52913038	GAVIN JAMES A & KIM J TRUSTEE
52913039	SCHROEDER JACOB AND HOLLY TRUSTEE
52913040	Boesenberg Alex & Michele Trustee
52913041	SMART JOHN A & BETH A
52913042	PETER G AND TASSIA H BABALIS TRUSTEE
52913043	SMEDT RODNEY C & KATHLEEN E
52913044	ROMUALDAS V BRIZGYS TRUSTEE & ET AL
52913045	LOS GATOS TOWN OF
52913046	RAMEZANE DOUGLAS
52913047	RAMI AND KATHERINE TUYET KANAMA
52913048	WOO SHIRLEY Y TRUSTEE
52913049	ERDEI NICOLAE M JR
52913051	FLECK MATHIAS S AND CAROLINE C
52913052	ABY FAMILY TRUST
52913053	PALFALVI BELA E & LORI C TRUSTEE
52913054	SCHUMACHER JAMES V & CATHY O
52913055	COLYER WALLACE C & SARAH A TRUSTEE
52913056	BODE JON A & JULEE A TRUSTEE
52913058	MONTGOMERY MICHAEL
52913059	ANDERSON MARILYN J
52913060	SILVA DENISE
52913061	HALPIN TIM & SHERRI
52913062	SHELL MARY TRUSTEE
52913063	SAMARA MAJEED S TRUSTEE



PART "D"  
Assessment Diagram





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

**HILLBROOK  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**HILLBROOK BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN: 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive, Los Gatos, California.

This report consists of four parts, as follows:

- PART A:       Diagram of Existing Improvements.
- PART B:       An estimate of the cost of the improvements.
- PART C:       An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D:       A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



---

LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

PART "A"

Existing Improvements to be Maintained

**BLOSSOM HILL RD**

HILLBROOK  
SIGN

**HILLBROOK DR**

EX.  
OAK

523-11-028

LAWN

EX.  
OAK

EX. SHRUBS

EX. SHRUBS



Not To Scale

**Hillbrook Benefit Zone**

**Landscaping & Lighting Assessment District No. 1**

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<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2019/20</b>	
<b>HILLBROOK DRIVE BENEFIT ZONE</b>	
<b>Fiscal Year 2018/19 Resources</b>	
Fund Balance 6/30/18	\$ 17,010
Assessment	5,968
Delinquent Assessment	0
Penalties/Late Fees	0
Interest	304
<b>Total Resources Available for FY 2018/19</b>	<b>\$ 23,282</b>
<b>Fiscal Year 2018/19 Expenses</b>	
Santa Clara County Collection Fee	\$ 60
Publication & Notification Charges	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	2,414
Landscape Contractor	1,647
Town Administrative Charges	250
<b>Total Expenses for FY 2018/19</b>	<b>\$ 4,371</b>
<b>Ending Fund Balance for FY 2018/19</b>	<b>\$ 18,912</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>	
Fund Balance 6/30/19	\$ 18,912
Assessment	5,950
Interest	90
<b>Total Estimated Resources Available for FY 2019/20</b>	<b>\$ 24,952</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>	
Santa Clara County Collection Fee	\$ 60
Publication & Notification Charges	300
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	2,500
Landscape Contractor	1,647
District Capital Improvements	15,000
Town Administrative Charges	250
<b>Total Estimated Expenses for FY 2019/20</b>	<b>\$ 19,757</b>

**PART C  
ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**HILLBROOK BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$175.00	523-11-027
Lot 2	175.00	523-11-026
Lot 3	175.00	523-11-025
Lot 4	175.00	523-11-024
Lot 5	175.00	523-11-023
Lot 6	175.00	523-11-022
Lot 7	175.00	523-11-021
Lot 8	175.00	523-11-020
Lot 9	175.00	523-11-019
Lot 10	175.00	523-11-018
Lot 11	175.00	523-07-030
Lot 12	175.00	523-07-029
Lot 13	175.00	523-07-028
Lot 14	175.00	523-07-027
Lot 15	175.00	523-07-026
Lot 16	175.00	523-07-025
Lot 17	175.00	523-07-024
Lot 18	175.00	523-07-023
Lot 19	175.00	523-07-022
Lot 20	175.00	523-07-021
Lot 21	175.00	523-07-020
Lot 22	175.00	523-07-019
Lot 23	175.00	523-07-018
Lot 24	175.00	523-07-017
Lot 25	175.00	523-07-016
Lot 26	175.00	523-07-015
Lot 27	175.00	523-07-014
Lot 28	175.00	523-07-013
Lot 29	175.00	523-07-012
Lot 30	175.00	523-07-011
Lot 31	175.00	523-07-010
Lot 32	175.00	523-07-009
Lot 33	175.00	523-07-008
Lot 34	175.00	523-07-007
<b>Total Assessment:</b>	<b>\$5,950</b>	

**ASSESSMENT ROLL  
FISCAL YEAR 2020/21**

**HILLBROOK BENEFIT ZONE**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

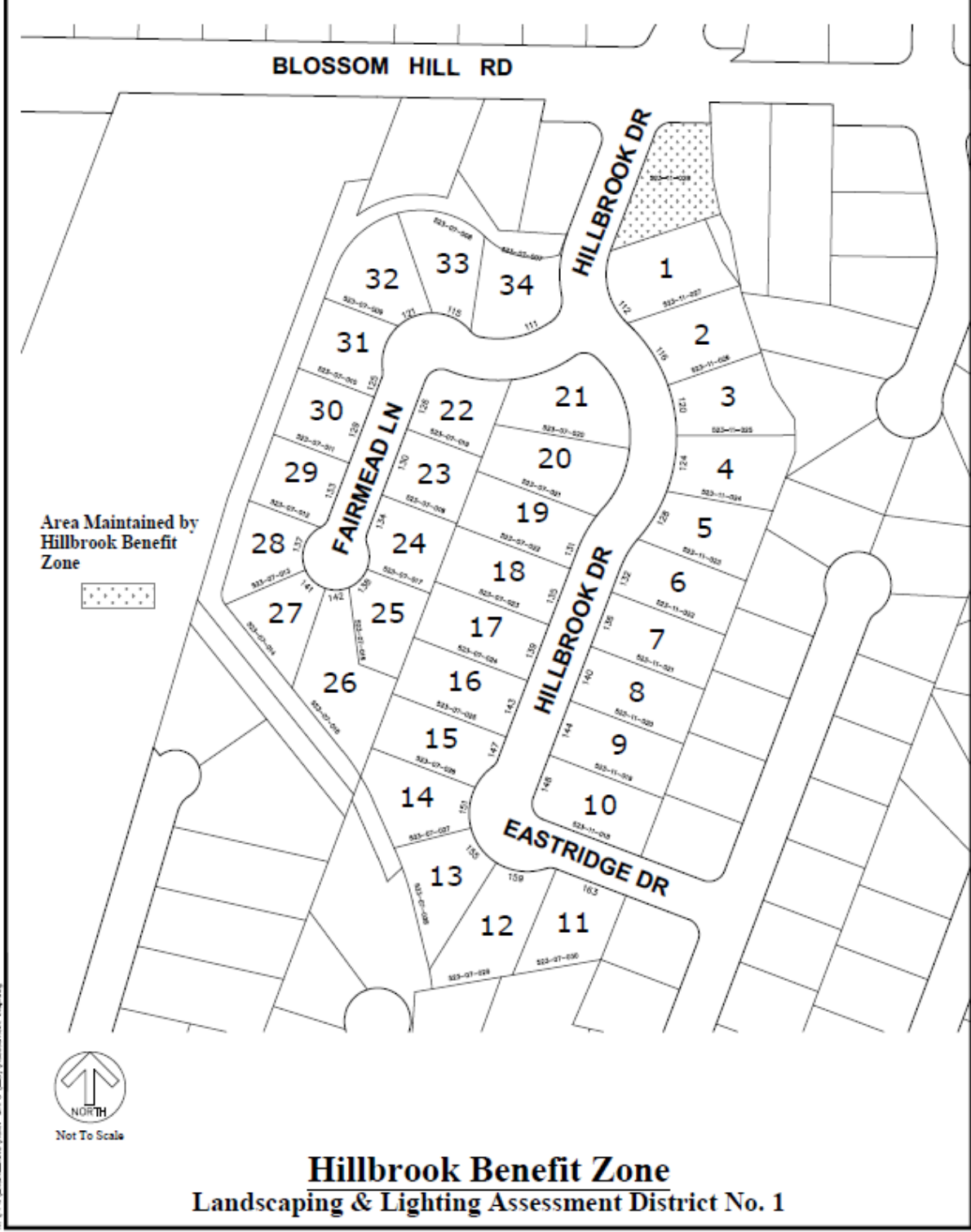
# **HILLBROOK BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

APN	Owner
52307016	AGARWAL ASHU VIKAS AND SHALANI VIKAS TRUSTE
52311019	BAHR STACEY & IRA
52307009	BERGKAMP JAMES J & KIMBERLY L TRUSTEE
52307020	Biller 2019 Trust
52311027	BRADDI LOUIS J JR & JOAN N TRUSTEE
52311026	CORDELL ROBERT Q II TRUSTEE
52307008	DESANTIS JUSTIN
52307019	ESCOBAR BENITO & REBECCA J
52311024	FALCONA LLC
52311025	FALLON DONALD J LIVING TRUST
52307022	GABEL ROBERT L TRUSTEE
52307024	HARWOOD MICHAEL & ELIZABETH
52307018	JIA TAO
52307025	JIN ROBERT X & LISA H
52307015	KIRK JENNIFER TRUSTEE & ET AL
52307023	LACKOVIC THOMAS TRUSTEE
52307026	MCCOY JEROME & SHERYL D
52307029	MUNNERLYN AUDREY L
52311021	PANAGOPOULOS THEODOROS
52311022	PANDIPATI FAMILY TRUST
52311023	PARHAM SEAN TRUSTEE
52311018	PEARSON LORELDA M
52307013	PRASHAD-GASPAR NEERJA
52307028	RUHLE PHILIP G & NANCY A TTEES
52307021	SCHNEIDER JOHN O & CONDIT MICHAELA L
52307007	SCHNEIDER LINDA TRUSTEE
52307027	SPITERI RALPH J & LA VERNE C
52307014	STEELE NANCY J TRUSTEE
52307012	VASCONI ANTHONY V & ELENA C TRUSTEE
52307010	VOSEN STEPHAN & BOSSEN INGRID
52307017	WHEELER MAXON R AND KIMBERLY A TRUSTEE
52311020	WINOTO RENALDI
52307011	Zhou Wen & Huang Shitao
52307030	ZOLLA HOWARD G & CAROL E TRUSTEE



PART "D"  
Assessment Diagram



**Hillbrook Benefit Zone**  
Landscaping & Lighting Assessment District No. 1

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**Landscape and Lighting  
Assessment District No. 2**

**GEMINI COURT  
BENEFIT ZONE**

**Fiscal Year  
2020/21**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2020/21**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2  
(Pursuant to the Landscaping and Lighting Act of 1972)

**GEMINI COURT BENEFIT ZONE**

Lisa Petersen, Town Engineer for Landscape and Lighting Assessment District No. 2, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, lighting, sound wall and fences as shown on the approved improvement and landscape plans for Tract No. 8439, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk Administrator.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



---

LISA PETERSEN  
Town Engineer

April 24, 2020  
DATE

**PART A**

**FISCAL YEAR 2020/21**

**PLANS, SPECIFICATIONS AND REPORTS**

**GEMINI COURT BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated September 14, 1990, their job number 9031. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2019/20</b>	
<b>GEMINI COURT BENEFIT ZONE</b>	
<b>Fiscal Year 2018/19 Resources</b>	
Fund Balance 6/30/18	\$ 26,088
Assessment	4,600
Delinquent Assessment	
Penalties/Late Fees	0
Interest	477
<b>Total Resources Available for FY 2018/19</b>	<b>\$ 31,165</b>
<b>Fiscal Year 2018/19 Expenses</b>	
Santa Clara County Collection Fee	\$ 46
Publication & Notification Charges	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	0
Landscape Contractor	1,588
Town Administrative Charges	610
<b>Total Expenses for FY 2018/19</b>	<b>2,244</b>
<b>Ending Fund Balance for FY 2018/19</b>	<b>\$ 28,921</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>	
Fund Balance 6/30/19	\$ 28,921
Assessment	4,600
Interest	150
<b>Total Estimated Resources Available for FY 2019/20</b>	<b>\$ 33,671</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>	
Santa Clara County Collection Fee	\$ 46
Publication & Notification Charges	300
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	0
Landscape Contractor	1,588
District Capital Improvement	10,000
Town Administrative Charges	610
<b>Total Estimated Expenses for FY 2019/20</b>	<b>\$ 12,544</b>
<b>Estimated Ending Fund Balance for FY 2019/20</b>	<b>\$ 21,127</b>

## PART C

### ASSESSMENT ROLL FISCAL YEAR 2020/21

### GEMINI COURT BENEFIT ZONE

Special Assessment No.	Amount of Assessment	Property Description
Lot 1	\$230.00	567-64-051
Lot 2	230.00	567-64-050
Lot 3	230.00	567-64-049
Lot 4	230.00	567-64-048
Lot 5	230.00	567-64-047
Lot 6	230.00	567-64-046
Lot 7	230.00	567-64-045
Lot 8	230.00	567-64-044
Lot 9	230.00	567-64-054
Lot 10	230.00	567-64-053
Lot 11	230.00	567-64-052
Lot 12	230.00	567-64-042
Lot 13	230.00	567-64-041
Lot 14	230.00	567-64-040
Lot 15	230.00	567-64-039
Lot 16	230.00	567-64-038
Lot 17	230.00	567-64-037
Lot 18	230.00	567-64-036
Lot 19	230.00	567-64-035
Lot 20	230.00	567-64-034
<b>Total Assessment:</b>	<b>\$4,600.00</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

#### METHOD OF APPORTIONMENT OF ASSESSMENT

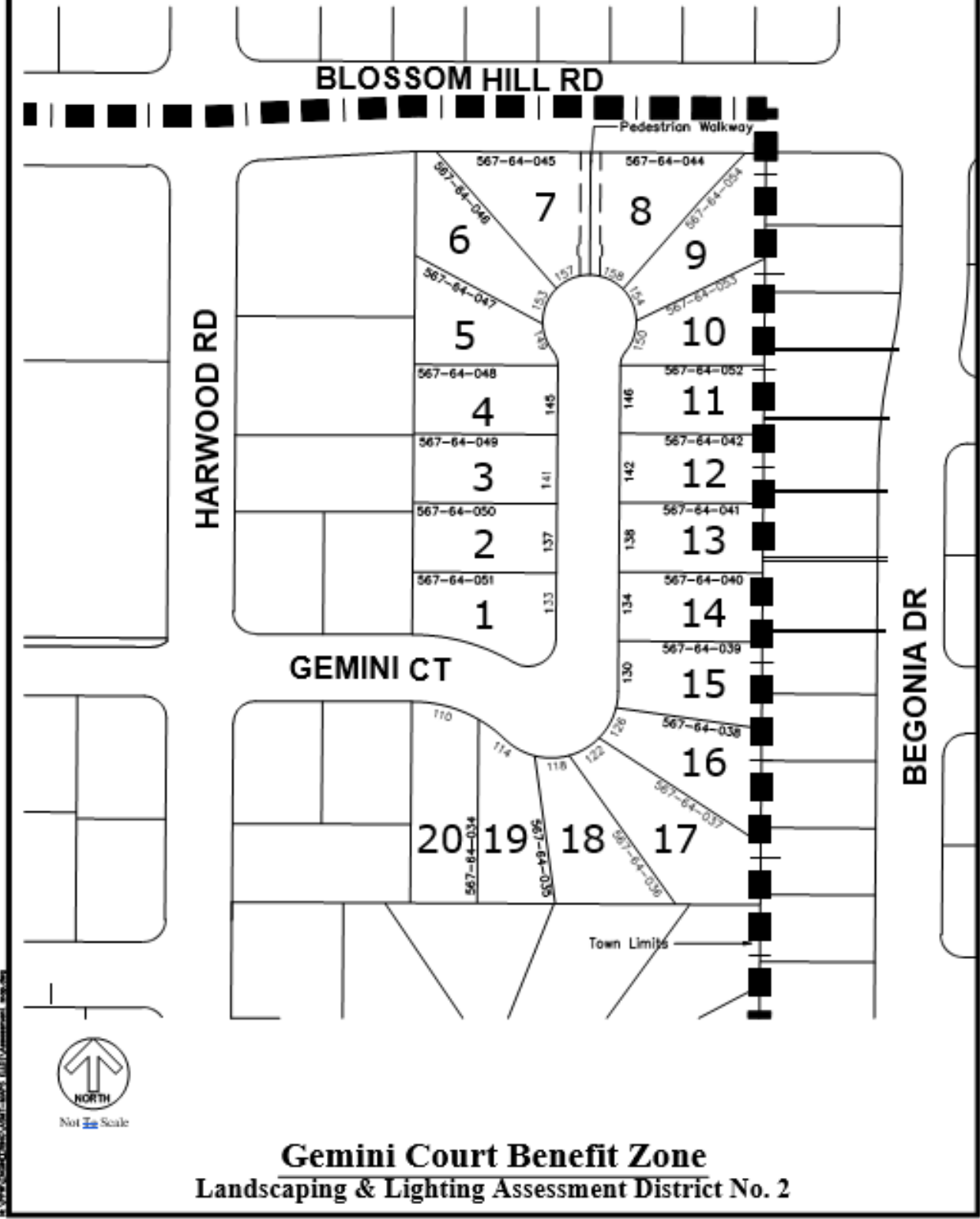
The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

# **GEMINI COURT BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

APN	Owner
56764034	POWERS RICHARD J & SHELLEY A TRUSTEE
56764035	KIM SUNG D & HAE R
56764036	SALMINEN SATU & JANNE
56764037	FLISS JOHN R & SHERI B
56764038	SERRANO FRANCISCO TRUSTEE
56764039	SCOGGIN MICHAEL D
56764040	KSJ INC
56764041	Bidabadi Joe B & Homa
56764042	RAPISARDA FRED TRUSTEE
56764044	DAVIDSON SHARON LYNNE TRUSTEE
56764045	BOLOTIN IGOR & VICTORIA
56764046	NGUYEN STEVE
56764047	LAU STEVEN & HWANG JANE T
56764048	CHEN JAMES Z
56764049	MORGAN ROBERT G JR & HIATT JEANNE K
56764050	MOGANNAM EVELYN E TRUSTEE
56764051	BAKER KENNETH TRUSTEE
56764052	RAOUL BADAQUI TRUSTEE & ET AL
56764053	Zhou Guoquan
56764054	AU KEVIN J

PART "D"  
Assessment Diagram



**Gemini Court Benefit Zone**  
Landscaping & Lighting Assessment District No. 2



**From:** Lisa Petersen  
**Sent:** Tuesday, June 9, 2020 3:57 PM  
**To:** [peuapeu@aol.com](mailto:peuapeu@aol.com)  
**Subject:** Vasona Heights Benefit Zone

Dear Ms. Schumacher,

Thank you for your e-mail regarding your annual Lighting and Landscaping Assessment District (LLAD) payment for the Vasona Heights Benefit Zone in your neighborhood. To provide you with some background on the District, it was established in the early 1990's and was a requirement from the Town at that time for the development of the Vasona Heights area. All residents who purchased a home within the District are notified of the assessment through the escrow process.

The property owners within the Town's LLAD areas pay an annual assessment for the Town's maintenance of these common areas. In the Vasona Heights District common area (shown in the attached map), the Town maintains the trees, landscaping, irrigation, trails, emergency access road, and retaining walls.

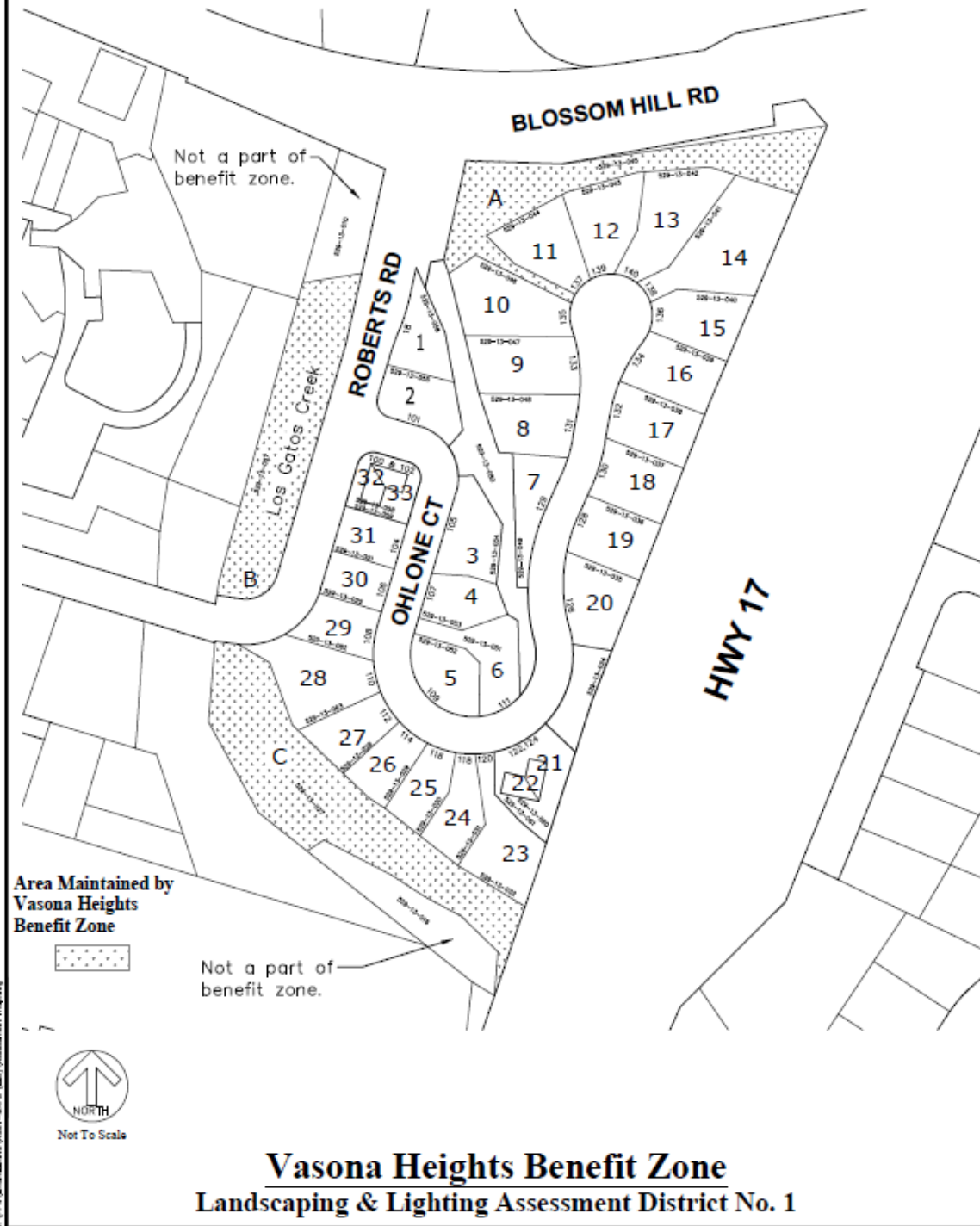
This year, in addition to paying for management of the maintenance, payment of a contract landscaper and the water supplied by San Jose Water Company, the Town's maintenance staff completed additional improvements totaling \$25,079. These improvements included, renovation of the irrigation system with water conservation measures added, replanting of the entry to the pathway at Blossom Hill Road, planting of drought tolerant plants, repair of failed pavers on the pathway, and repair of the pathway lighting. The maintenance staff worked directly with residents in the Vasona Heights District to identify this added work.

Please note that due to state and federal environmental requirements around the creek and other locations within your District, there are limits on allowable vegetation clearing. Also, since the Vasona Heights development was approved through a public process based on having the District in place, the Vasona Heights community would need to undertake a new public process through the Town to remove the District. This process would include payment of processing and other associated fees and development of a plan on how the community would collectively maintain and pay for the maintenance of the common areas. Payment of these fees and development of the plan would not guarantee approval of this request at the end of the process.

Sincerely,

Lisa Petersen  
Assistant PPW Director/Town Engineer

**PART "D"**  
**Assessment Diagram**



**Vasona Heights Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**

**From:** Cathy Schumacher <[cschumacher56@gmail.com](mailto:cschumacher56@gmail.com)>

**Sent:** Monday, June 8, 2020 11:19 AM

**To:** Clerk <[Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov)>

**Cc:** [peuapeu@aol.com](mailto:peuapeu@aol.com)

**Subject:** Conditional written protest to levy annual assessments in landscaping and lighting

To: Linda Petersen, Town Engineer/Asst. Public Works Director

We live in the Vasona Heights benefit zone at 105 Ohlone Court. We are writing a written protest against levying further property tax assessments for landscaping and lighting.

We already pay steep property taxes in our town. Our current property tax bill is \$21,035/year. As we are both retired, this is a large tax bill to put on seniors who live on fixed incomes. Additionally, we care for a special needs son who lives with us in our home. We believe that Los Gatos needs to find ways to balance the tax burden placed on its citizens while providing necessary services without adding annual extra assessments.

We would feel differently about adding extra taxes IF they were used to clean out the dead trees and overgrowth of foliage in the Los Gatos Creek bed. We have lived in the area for 7.5 years and have never seen any substantial cleaning up on the overgrowth which we feel is a fire danger to all of those living near the creek. Even with the fires in Napa, Santa Rosa and Paradise during recent years, we have seen no change in the overgrowth in this area that puts us at an increased risk of fire. While we have observed other local cities (i.e. Saratoga) do some extensive abatement of foliage overgrowth and tree trimming, nothing has happened to the wonderful asset of our creek.

In conclusion, we protest further assessments to our property tax bill.

Sincerely,

Cathy Schumacher

(408)348-7189



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 14

DESK ITEM

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DATE: June 15, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Authorize the Following Actions for Landscape and Lighting Assessment  
Districts No. 1 and 2:

- a. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Blackwell Drive Benefit Zone.
- b. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Kennedy Meadows Benefit Zone.
- c. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of Assessments for Landscape and Lighting Assessment District No. 1-Santa Rosa Heights Benefit Zone.
- d. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Vasona Heights Benefit Zone.
- e. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 1-Hillbrook Drive Benefit Zone.
- f. Adopt a Resolution Confirming the Diagram and Assessments and Levying and Authorizing Collection of assessments for Landscape and Lighting Assessment District No. 2-Gemini Court Benefit Zone.

REMARKS:

Attachment 9 contains Public Comment Received From 11:01 a.m. Thursday, June 11, 2020, to 11:00 a.m. Monday, June 15, 2020.

Staff made corrections to the map for the Blackwell Drive Benefit Zone (Attachment 10) and a correction to the fiscal table of the Vasona Heights Benefit Zone (Attachment 11).

PREPARED BY: Stefanie Hockemeyer  
Executive Assistant

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

Attachments Previously Received with the Staff Report:

1. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Blackwell Drive Benefit Zone.
2. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Kennedy Meadows Drive Benefit Zone.
3. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Santa Rosa Heights Benefit Zone.
4. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Vasona Heights Benefit Zone.
5. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Hillbrook Drive Benefit Zone.
6. Resolution Confirming Diagram and Assessment and Levying and Authorizing Collection of Assessments – Gemini Court Benefit Zone.
7. Engineer’s Report for Fiscal Year 2020/21.
8. Public Comment Received.

Attachments Received with this Addendum:

9. Public Comment Received From 11:01 a.m. Thursday, June 11, 2020, to 11:00 a.m. Monday, June 15, 2020.
10. Corrected Map of the Blackwell Benefit Zone.
11. Corrected Fiscal Table of the Vasona Heights Benefit Zone.

**From:** Matt Morley <MMorley@losgatosca.gov>  
**Sent:** Monday, June 15, 2020 3:15 PM  
**To:** Jacob Adam Schroeder  
**Cc:** Jim Harbin <JHarbin@losgatosca.gov>  
**Subject:** FW: June 16 Public Hearing: Landscape & Lighting Assessment Districts No. 1 & 2

Mr. Schroeder

Thank you for your email.

I appreciate you pointing out the Blackwell Drive error. We have made that adjustment and will update the map for the Town Council prior to the meeting tomorrow night.

Likewise, the amount listed in the Town Administrative Charges is an error. That amount is included in the amount above listed as District Capital Improvement. The Town undertook significant work in this zone this year to improve the infrastructure, including irrigation, lighting, and plants. We will correct this amount in advance of the Town Council meeting tomorrow night as well. The total expenses will decrease by \$10,000.

For requests within or outside of the District, feel free to work with Jim Harbin. Jim is our Superintendent and has been copied here.

Thank you,



**Matt Morley • Director**

Parks and Public Works • 41 Miles Ave, Los Gatos CA 95030

Ph: 408.399.5774

[www.losgatosca.gov](http://www.losgatosca.gov)

**From:** Jacob Adam Schroeder **Sent:** Monday, June 15, 2020 6:12 AM  
**To:** Clerk <[Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov)>  
**Subject:** June 16 Public Hearing: Landscape & Lighting Assessment Districts No. 1 & 2

Hello,

My name is Jacob Schroeder and my wife and I live at 134 Ohlone Court, which is in the Vasona Heights district. I am writing regarding the Landscape & Lighting Assessment for our district. While I do not have a formal protest, I would like to point out a typo in your materials and make two requests for further information.

First, the map for the Blackwell Drive Benefit Zone incorrectly states that the highlighted area is to be "Maintained by Vasona Heights Benefit Zone." This should actually be maintained by the Blackwell Drive Benefit Zone, correct? I'm referring, specifically, to page 175 out of the 297 page agenda packet for the June 16, 2020 meeting. I assume this is just a typo on the map that has propagated unnoticed over the past several meetings.

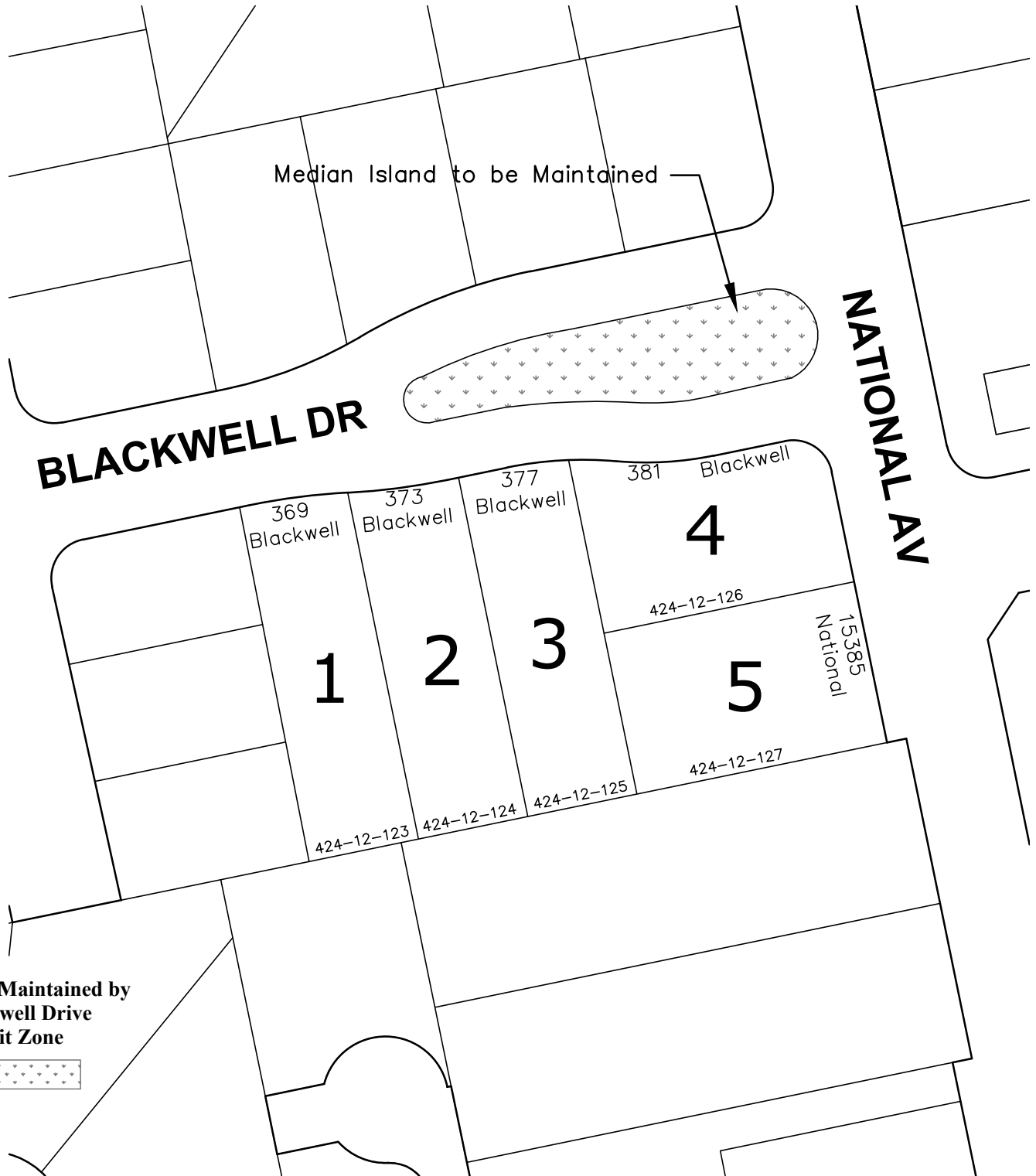
Second, I'm writing to inquire about the basis for the \$10,000 assessment to the Vasona Heights Benefit Zone this year for "Town Administrative Charges." In years past, to the extent a line item was assessed for Town Administrative Charges, it was substantially lower. Of all the benefit zones, ours was assessed the highest amount of Town Administrative Charges and I would like an explanation as to what this was for. This exceeds the amount of revenue collected for our benefit zone each year and seems excessive. Is this a typographical error?

Finally, what are the plans going forward to address the landscape maintenance on the remainder of the hill between Blossom Hill and our district? Who is the best point of contact at the town to discuss any future work contemplated?

Best regards,

Jacob

PART "D"  
Assessment Diagram



Area Maintained by  
Blackwell Drive  
Benefit Zone



Not To Scale

**Blackwell Drive Benefit Zone**  
**Landscaping & Lighting Assessment District No. 1**



<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2019/20</b>			
<b>VASONA HEIGHTS BENEFIT ZONE</b>			
<b>Fiscal Year 2018/19 Resources</b>			
	Fund Balance 6/30/18		\$ 49,175
	Assessment		9,735
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		899
	<b>Total Resources Available for FY 2018/19</b>		<b>\$ 59,809</b>
<b>Fiscal Year 2018/19 Expenses</b>			
	Santa Clara County Collection Fee		\$ 97
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,412
	Landscape Contractor		2,646
	Town Administrative Charges		1,430
	<b>Total Expenses for FY 2018/19</b>		<b>\$ 5,585</b>
	<b>Ending Fund Balance for FY 2018/19</b>		<b>\$ 54,224</b>
<b>Fiscal Year 2019/20 Estimated Resources</b>			
	Fund Balance 6/30/19		\$ 54,224
	Assessment		9,735
	Interest		340
	<b>Total Estimated Resources Available for FY 2019/20</b>		<b>\$ 64,299</b>
<b>Fiscal Year 2019/20 Estimated Expenses</b>			
	Santa Clara County Collection Fee		\$ 97
	Publication & Notification Charges		300
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,319
	Landscape Contractor		8,646
	Town Administrative Charges		1,430
	District Capital Improvements		25,079
	<b>Total Estimated Expenses for FY 2019/20</b>		<b>\$ 37,871</b>
	<b>Estimated Ending Fund Balance for FY 2019/20</b>		<b>\$ 26,428</b>



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 15

---

DATE: June 10, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

**RECOMMENDATION:**

Postpone the extension of school bus service with Santa Barbara Transportation Corporation doing business as Student Transportation of America (STA) for the 2020/21 school year.

**BACKGROUND:**

At its September 18, 2018 meeting, the Town Council authorized funding to provide a pilot school bus service consisting of two routes for 18 months of service. The sole purpose of the pilot was to reduce vehicle congestion around schools. The Town began to provide a pilot school bus service in January 2019. Most recently, the Town was providing two routes of service in its second year serving three schools, including Los Gatos High School, Fisher Middle School, and Blossom Hill Elementary School. On March 3, 2020, the Town Council took an action to continue the school bus program for one more school year.

The service was suspended after March 13 due to the Santa Clara County and the State Shelter in Place Orders. At its May 5 meeting, the Town Council authorized the First Amendment to continue to pay the transportation contract at 90% of the rate as included in the original contract.

In May, staff provided a status update to the customers and offered refunds upon request due to service suspension. As of June 8, a total of 34 customers requested the partial refund.

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

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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 4

SUBJECT: Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

DATE: June 9, 2020

BACKGROUND (continued):

As the next school year approaches, Town staff has been working with the school district to identify what levels of in-person instruction will occur next school year. The districts expect to have a decision sometime in July, regarding instruction details developed over the course of the summer. The California Department of Education (CDE) released *Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools* on June 8.

The July timeframe provides a challenge for notifying STA about the Town's intent to continue service. STA has set a July 1 deadline to put drivers and busses in place to service the account.

DISCUSSION:

COVID-19 and corresponding public health guidelines has not only created disruption to the current year bussing service, but also uncertainties in the next year. In the face of the uncertainties brought by COVID-19, school districts across the State are working to develop plans to prepare for the next school year. The conditions under which the schools will reopen will be guided by the public health restrictions in place in August and the school districts don't yet know what those restrictions will be and likely will not know until sometime in July.

Based on COVID-19 and related uncertainties, staff has identified a number of challenges to providing bus service next year:

*Lower Demand*

Social distancing requirements at school may mean there will be a smaller number of students attending schools at any given time. According to the State Superintendent of Public Instruction Tony Thurmond, there are a few things we can expect across the board. Students and staff will be required to maintain physical distance and probably wear face masks and students will probably only be allowed back into the classroom in smaller numbers. There are a few ways school districts may choose to accomplish this, including staggered school days, a hybrid of distance and classroom learning, splitting students into morning and afternoon sessions, and splitting students into cohorts. All of these measures are expected to lower the demand for school bus service by at least half, assuming other factors are held constant.

*Reduced Bus Capacity*

Social distancing requirements will result in a smaller number of students allowed on the bus. Although there is not yet official guidance on spacing on school busses during the pandemic, estimates from different states put the capacity between nine to thirteen students on a

PAGE 3 OF 4

SUBJECT: Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

DATE: June 9, 2020

DISCUSSION (continued):

standard school bus that typically has a maximum capacity of 72. One California school district's estimate indicates that only nine students will be allowed on a bus.

*COVID-19 Health Concerns*

Health considerations by parents and students will likely affect the acceptance toward bus service and hence affect the demand further. The Town is soliciting feedback from existing customers and other parents in the second week of June. The survey results will be provided as an addendum prior to the Council meeting.

It is unknown at this time how STA may deploy social distancing and cleaning practice to meet the new CDE guidance.

CONCLUSION:

In order to allow for regular service to the Town when school resumes for the 2020/21 academic year, it is necessary to decide by July 1 to extend the contract and modify related terms. Given the COVID-19 district response uncertainties, the already poor ridership performance, and the likelihood of increased costs to the Town, staff recommends postponing the decision to renew the agreement with STA.

Should school begin in some fashion where bussing could be resumed, the Town could engage with STA at that point. There is some risk with this approach that the Town would miss the opportunity to obtain bus service due to vehicle or driver availability. There is also a possibility that modified in person school days could leave an extra supply of busses available.

ALTERNATIVE:

Staff negotiated a modified contract term with STA to allow for service with a late cancellation. Within the contract terms under "termination" the following language is acceptable to STA:

Termination or Modification of Service due to Other Reasons

If the TOWN cancels or suspends service in whole or in part for any reason and, as a result, Provider does not perform work that otherwise was scheduled and would have been performed, Provider will invoice TOWN and TOWN agrees to pay a sum equal to fifty-three percent (53%) of the daily charges for each scheduled transportation day that service is suspended or cancelled.

PAGE 4 OF 4

SUBJECT: Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

DATE: June 9, 2020

ALTERNATIVE (continued):

STA stated that the minimum 53% payment is needed to cover the fixed cost if a client cancels the contract. This is a cost that is typically amortized over the length of the contract (typically 10 months).

The modification to the terms could put a greater financial burden on the Town should the Town have to cancel service for lack of ridership or some other factor. The Town would need to pay up to \$129,986, or 53% of the total contract amount, for service that is not delivered. In addition, when the service is not provided, the Town will not likely be eligible to receive reimbursement from the Transportation Fund for Clean Air (TFCA) grant that was awarded by the Santa Clara Valley Transportation Authority.

COORDINATION:

This report was coordinated with Los Gatos Union School District staff, the Town Attorney, and the Finance Department.

FISCAL IMPACT:

Funds for the project are budgeted in the Fiscal Year 2020-21 Capital Improvement Program Budget. Any savings achieved would be reflected in the year end fund balance and be available for future programming by the Town Council.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Second Amendment to the Agreement with STA
2. Agreement with STA
3. First Amendment to the Agreement with STA

## SECOND AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and amends that certain Contract for Furnishing Student Transportation Services dated September 19, 2018, made by and between the Town of Los Gatos, ("Town") and the Santa Barbara Transportation Corp. DBA Student Transportation of America ("Provider").

### RECITALS

- A. Town and Provider entered into a Contract for Furnishing Student Transportation Services Agreement on September 19, 2018, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town and Provider entered into an Amendment to the Contract for Furnishing Student Transportation Services Agreement on May 5, 2020, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
- C. Town desires to extend the Contract for Furnishing Student Transportation Services Agreement in Fiscal Year 2020/21.

### AMENDMENT

The following sections are amended to include additions or changes, as shown in the underlined text:

#### Section 1. General Provisions

##### b. Compensation

Compensation for the Provider's services shall not exceed \$245,256, inclusive of all costs, calculated based on Exhibit 1 - Modified Cost Sheet, according to Basis for Provider Compensation on Section 5.

##### c. Contract Term

The term of this Contract is extended by one (1) year beginning on July 1, 2020 for service provided between July 1, 2020 and June 30, 2021.

##### f. Termination

#### iv. Termination or Modification of Service due to Other Reasons

- a. Due to reasons beyond the Town's control, including, but not limited to, delay to resuming school, school schedule change, or lack of demand for service, the Town may terminate, reduce or modify Provider's services without further obligation upon giving Provider thirty (30) days written notice. If the TOWN cancels or suspends service in whole or in part for any reason and, as a result, Provider does not perform work that otherwise was scheduled and would have been performed, Provider will invoice TOWN and TOWN agrees to pay a sum equal to fifty-three percent (53%) of the daily charges for each scheduled transportation day that service is suspended or cancelled.

### Section 3. Provider Accountabilities & Responsibilities

#### h. Other Provider Responsibilities

ii. Town will maintain the current registration website and transfer necessary data from the website to Provider. Provider will be responsible for providing customer service duties as following:

- Provider will maintain updated registration information for the program with the Town provided data.
- Provider will ensure its bus drivers verify that all riders are registered to ride the bus. The proper inspection can be done by either checking against an up-to-date list of registered riders, or by checking paper or electronic passes.
- Maintain and update the customer database; share the customer list with Town staff and other authorized parties on an online shared format;
- Provide service information to customers via email ([schoolbus@losgatosca.gov](mailto:schoolbus@losgatosca.gov) or a different email account) and phone, or direct customers to use the Town's website per the agreed upon service standards. The information will include bus routes, service calendar, schedules, bus stop locations, fare and FAQ over the phone or via emails, same information as available on the Town's website for the current service;
- Notify customers of route schedule changes, minimum day schedules, and other related service alerts by emails and other media;
- Track and categorize customer comments and inquiries. Provide summary reports of the comments and inquiries to the Town on a weekly basis;

- Respond to customer inquiries and complaints. Direct the cases to Town staff when necessary per the agreed upon service standards;
- Recommend modifications to Safety Rules and FAQ;
- Establish a procedure to handle student behavior incidents. Communicate with Town staff and parents to address the concerns. Involve school personnel if both with Town staff and STA staff deem necessary.
- Proactively recommend improvements in customer service practice to Town staff.

#### Section 5. Basis for Provider Compensation

##### a. Pricing

- Contract pricing shall be on a cost per bus per day basis. Exhibit 1 - Modified Cost Sheet shall govern the calculation of Provider compensation.
- Customer service duties shall be priced as one lump sum amount per Exhibit 1 - Modified Cost Sheet, payable on a monthly basis.

##### b. Dates for Student Transportation Service

- From the Effective Date of executed contract, the Provider shall mobilize, coordinate and undertake all activities, including but not limited to, those specified herein in order to be able to provide student transportation services as specified herein, commencing on August 13, 2020. During the term of the Contract, student transportation services are required during the following periods:

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



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

Town of Los Gatos

Service Provider by:

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

By: \_\_\_\_\_  
Ken Pittman  
VP of California Operations

Department Approval:

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

Approved as to Form:

Attest:

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

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

CONTRACT FOR FURNISHING STUDENT TRANSPORTATION SERVICES

This contract ("Contract"), is entered into this \_\_\_\_ day of September, 2018 ("Effective Date"), between the Town of Los Gatos ("TOWN" or "Town") and Santa Barbara Transportation Corp. doing business as Student Transportation of America, a California C corporation ("Provider").

**Recitals**

WHEREAS, in order to reduce traffic congestion in the Town of Los Gatos, TOWN desires to obtain student transportation services for students attending targeted schools within a geographic area under the terms and conditions of this contract.

WHEREAS, Provider states and declares that it can furnish this student transportation in accordance with the terms and conditions of this Contract; and

WHEREAS, this Contract was awarded by TOWN to Provider, and Provider has provided the requisite insurance certificates and other documentation required by TOWN.

**NOW, THEREFORE, the parties agree as follows:**

1. General Provisions

a. Incorporation by Reference; Hierarchy of documents the following documents constitute this Contract:

- i. Contract
- ii. Request for Proposals (RFP)
- iii. Provider's Proposal and supplemental written responses dated August 21, 2018

In the event of any conflict in the various terms of these documents, the terms of this Contract shall control over the other documents, while the terms of the Request for Proposals shall control over the Provider's Proposal.

b. Compensation

Compensation for the Provider's services **shall not exceed \$328,189**, inclusive of all costs, based on the Cost Proposal in Exhibit 1, according to Basis for Provider Compensation on Section 5.

c. Contract Term

The initial term of this Contract is for two (2) years beginning on the Effective Date noted above, for service provided between January 1, 2019 and June 30, 2020.

d. Amendments to this Contract

The Contract may be amended by mutual written agreement of the parties. Amendments may be proposed by either party in writing and delivered to the address for the giving of notices provided elsewhere in this Contract.

e. Option Terms for Renewal Beyond Contract Term

The Contract is renewable by mutual agreement of the parties for a maximum of three (3) additional one-year terms. The negotiation of the terms and conditions of any option extension shall occur on or before June 15<sup>th</sup> of the preceding contract year. The Contract, as renewed, shall include all the terms and conditions of this Contract

not expressly modified during negotiations.

f. Termination

i. Termination for Cause

If the Provider fails to comply with a term or condition in this Contract, or if the Town determines that the Provider is in any other way unfit, unqualified, or unable to perform the transportation needs of the Town under this Contract, except due to circumstances described in Section I.4.D. Force Majeure, above, the Town shall notify the Provider, in writing, as to the nature of the deficiency. If the deficiency is not remedied, or arrangements satisfactory to the Town for the correction are not made within thirty (30) days from the date of the notice, the Town may terminate the Contract by providing the Provider with fifteen (15) days' notice of termination. If the deficiency is a loss of certification or a loss of insurance coverage, the Town may terminate without providing a thirty (30) day cure period.

ii. Damage Provisions

If the Town terminates this Contract for cause, the Town may secure replacement services described in this Contract from another firm or provide service itself for the remainder of the Contract's duration. If the cost of the replacement service exceeds the cost of services under the rates in the Contract, the reasonable excess cost shall be charged to and collected from the Provider.

iii. Termination or Modification of Service due to Budget Decisions

Provider understands that during the term of this contract, the Town adopts a budget annually effective July 1 of each year. Payments by the Town to Provider under this contract are subject to the annual appropriation of funds through the budget process. The Town may terminate, reduce or modify Provider's services without further obligation upon giving Provider seventy (70) day's written notice.

g. Legal Compliance

i. Provider will comply with any and all applicable federal, state, county, municipal, and local laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Contract that pertain to the provision of student transportation services to TOWN. Vehicle equipment and services covered by this Contract must comply with applicable laws, ordinances and other legal requirements, including, but not limited to the Federal and California Laws, rules and regulations governing the operation of school transportation vehicles, the pertinent provisions of the California Vehicle Code and California Education Code, the pertinent provisions of the California Code of Regulations, pertinent provisions of the California Highway Patrol and Motor Vehicles Rules and Regulations, and policies, regulations and directives of the State Board of Education and the Santa Clara County Office of Education and County Superintendent of Schools, and the Town. School bus fuel storage tanks must be DOT certified. Provider shall comply with California Education Codes 45125.1, which requires, in part, that employees having any contact with students while performing a contract with a school district, must submit or shall show evidence of current acceptance of their fingerprints in a manner authorized by the Department of Justice. Provider shall provide the Town with evidence of compliance with the California Education Code fingerprinting requirements prior to performing any services under this Contract.

ii. This obligation of compliance extends to every aspect of student transportation service provision including, but not limited to: school buses and related vehicles; school bus equipment; school bus licensing; employee training; employee certification; driver licensing; employee background checks; employee drug and alcohol testing; first aid certification; emergency preparedness; environmental compliance; fueling;

traffic and parking; and others.

iii. Provider is responsible for having full knowledge of all such laws, statutes, ordinances, as well as any applicable policies or regulations at all times over the term of this Contract.

iv. This contract is made in Santa Clara County and shall be constructed in accordance with the laws of the State of California. Venue for any litigation shall be Santa Clara County.

v. Nonexclusive Contract

Nothing in this Contract limits the rights of TOWN to contract separately with other vendors for transportation services of any kind, provided however, Provider shall be the exclusive vendor for the regular education school transportation services provided under this contract.

vi. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce a default or right reserved to it, or to require performance of a term, covenant, or provision by the other party at the time designated, is not a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such a provision later.

vii. Severability

Should any part of this Contract be found illegal or invalid for any reason, that part alone shall be severed and such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and the remainder of this Contract shall remain in full force and effect.

viii. Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Contract.

ix. Paragraph Headings

Paragraph headings are for convenience and are not to be considered as included in the Contract language.

x. Survival

All obligations arising prior to the termination of this contract and all provisions of this contract allocating liability between TOWN and Provider survive the termination of this contract.

xi. Entire Contract

The Contract includes all the documents referred to in paragraph 2.a. All agreements between the parties are included and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed in writing and no change or waiver of a provision shall be valid unless made in writing and signed by the parties.

h. Provider's Licensing, Insurance and Indemnity Obligations

i. Permits and Licenses

Provider shall obtain and maintain in force the licenses and permits required by law for furnishing K-12 student transportation services.

ii. Insurance Requirements

Provider shall furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to TOWN as follows:

Liability Insurance- LIMITS OF LIABILITY (MINIMUM): \$5,000,000 combined single limit per occurrence/aggregate for automobile liability, including bodily injuries and property damage;  
\$10,000,000 combined single limit per occurrence/aggregate for general liability, including personal injury;

Provider shall provide for a minimum of \$5,000,000 of this insurance with a company or companies admitted to conduct business in the State of California by the State Commissioner of Insurance. Provider may provide the excess \$5,000,000 through \$10,000,000 in coverage with a reputable insurance company through a surplus lines broker. Self-insurance is not acceptable. All insurance is subject to approval by TOWN.

Insurance shall provide coverage for passengers from the time they are delivered into the custody of Provider or the custody of Provider's employees, when being picked up at home, school, or other designated location, until Provider or Employees release them to the school or designated location;

Provider shall not begin work under this Contract until Provider has obtained at its own expense all the insurance required under this section, and until such insurance has been approved by TOWN. Approval of the insurance by TOWN does not relieve or decrease the liability of Provider under the terms of the Contract; and

Provider shall furnish to TOWN by the effective date of the Contract and by June 15th of each year thereafter in which the Contract is in force proof of the insurance coverage described above in a form and with companies acceptable to TOWN.

The Policy shall contain the following provisions:

- The Town of Los Gatos, Los Gatos Union School District and Los Gatos – Saratoga Union High School District are additional insureds for all liability arising out of the operations by or on behalf of the named insured, and protects the additional insured, their officers, agents, and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly from the performance of the Contract;
- The inclusion of more than one additional insured will not operate to impair the rights of one insured against another insured and the coverage's afforded will apply as though separate policies have been issued to each insured. The inclusion of more than one additional insured does not increase the limit of liability under the policy;
- The insurance supplied by Provider is primary, but only with respect to liability arising out of the performance under this Contract. Insurance held or owned by TOWN, Los Gatos Union School District and Los Gatos – Saratoga Union High School District is not contributory.
- Coverage provided by the policy will not be reduced or canceled without sixty (60) days written notice given to TOWN by certified mail; and
- The insurance must be occurrence based, and not a claim made policy (policies). Certificates of insurance must be evidence this.

The following documentation of insurance shall be submitted to TOWN and approved before beginning work:

- Certificates of insurance showing the limits of insurance provided; and
- Signed copies of the specified endorsements for each policy

Workers Compensation Insurance- Provider shall maintain in effect during the entire life of the Contract Workers Compensation and Employer's Liability Insurance providing full statutory coverage, or shall undertake self-insurance in accordance with applicable statutory requirements of the State of California. In signing this Contract, Provider makes the following certifications, required by sections 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employee to be insured against liability for workers' compensations or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Property Insurance -Provider shall maintain a policy, or obtain coverage through its landlord's policy, for property insurance covering the shop buildings and related personal and real property. Such insurance shall be sufficient at minimum to repair or pay the depreciated value of the damaged property.

iii. Hold Harmless/Indemnification

Provider agrees to indemnify, hold harmless and defend (with legal counsel of their choosing) TOWN, Los Gatos Union School District and Los Gatos – Saratoga Union High School District, their officers, agents, and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees arising out of or resulting from the performance of the Contract. Such indemnification obligation also includes, but is not limited to, claims of injury to Provider's employees (and their heirs) while in the course and scope of their employment under this Contract. Notwithstanding the foregoing, Provider will not be required to indemnify, hold harmless, or defend TOWN from any claims, demands, or causes of action arising from the sole gross negligence or intentional misconduct of TOWN.

2. Student Transportation Service Requirements

a. Transportation Service Provision – Programs, Types, and Volume

- Provider will furnish school transportation services to and from destinations assigned to Provider by TOWN under this Contract. Transportation services may also include, at TOWN's sole discretion, training runs, mid- and/or post-day routing between schools and specific educational programs before, during, or after the regular school day.
- TOWN reserves the right at any time during the term of this Contract to alter rider eligibility policies and other parameters that may increase or decrease the amount of service to be provided in accordance with this requirement.
- Scope of Work. The transportation services shall be provided by buses and at such times and places and in such manner as shall be specified by the Town. As the School District may change class hours and adjust starting times, the Town may increase or decrease service. Such increase or decrease may result from service demand, budgetary needs, or other factors. These service level adjustments may result in periodic increases or decreases in the number of days of the school year requiring student transportation.
- The Town reserves the right to increase or decrease the number of routes, school days, stops and other operational elements, during which the TOWN would operate student transportation service within the contract period. Should the Town increase or decrease the scope of services, then the Town will enter into negotiations with the Provider to establish a mutually agreeable daily base rate to reflect the

incremental increase or decrease in operating days.

b. Transportation Service Provision – Operating Parameters

i. Provider will furnish the required services in conjunction with the parameters established by the terms of this Contract as may be amended from time to time by mutual written agreement of the parties hereto, and pursuant to all established federal, state and local laws, rules and regulations.

ii. Route Development

The draft routes and schedules will be provided by the Town. Verification of transportation routes and schedules shall be the responsibility of the Provider and proposed changes furnished to TOWN for review not later than one (1) month prior to the commencement of service in each Contract year. TOWN shall provide written approval of the routes no later than two (2) weeks prior to the commencement of service in each Contract year. It will be the mutual responsibility of Provider and TOWN to resolve any issues and concerns with the transportation routes.

iii. Provider is to perform the routes and route packages agreed upon, except that:

- Deviations may occur based upon:
  - a. A particular day's schedule or weather;
  - b. Unforeseen traffic situations or incidents;
  - c. The bus driver or Provider's concern that following the prescribed route creates an unsafe circumstance; or
  - d. An emergency.
- Provider will immediately report to TOWN, in accordance with the designated communication plan, the following exceptions associated with performing the routes as designed:
  - a. Zero (0) riders at morning or afternoon bus stops;
  - b. Late arrival at a particular school in the morning of five (5) minutes or more; or
  - c. Late departure from a particular school in the afternoon of five (5) minutes or more.
- Provider will immediately report, in a manner acceptable to TOWN, the following exceptions associated with performing the routes as designed:
  - a. Road closure causing a route deviation;
  - b. Any route turns, turnarounds or route paths that should be altered to reduce unnecessary travel or minimize potentially unsafe circumstances;
  - c. Any bus ridership that is beyond the parameters established as acceptable by TOWN;
- Provider will make every effort to notify TOWN of route changes at least three (3) school days before the change is to occur.
- Provider will comply with route change orders from TOWN within three (3) school days of notification.

3. Provider Accountabilities & Responsibilities

- a. Safe Service
  - i. Student, constituent, and Provider employee safety is paramount and will be the highest priority consideration in the delivery of services under this Contract.
  - ii. Provider shall immediately inform TOWN of any current policies, regulations, procedures, or practices that may conflict with safety prioritization.
  - iii. Provider shall not intentionally compromise safety in order to achieve any of the requirements of this Contract.
  - iv. Provider shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
  - v. Provider will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Contract.
- b. Appearance of Provider Resources
  - i. The appearance of Provider's vehicles, facilities, work areas, and employees will meet customary and reasonable standards for the student transportation industry.
  - ii. Provider shall require all drivers wear uniform with the company's name and logo at all times when performing duties.
- c. Provider Employee Conduct
  - i. The conduct of Provider's employees will meet the customary and reasonable standards for the student transportation industry.
  - ii. Provider will be responsive to written direction provided by TOWN as to any personnel or conditions deemed to be insufficient relative to these standards.
  - iii. TOWN may, at its sole discretion and at any time over the term of this Contract, mandate a change to Provider's management personnel if TOWN determines that Provider's repeated and progressive efforts to resolve a specific and documented shortcoming identified by TOWN have been unsuccessful.
  - iv. Provider must comply with any TOWN request for the removal of an employee providing service under this Contract if such removal is deemed to be in the best interest of TOWN, and on submission of written documentation to Provider documenting the reasons for the request.
- d. School Bus Driver Requirements
  - i. General Requirements
 

The Provider shall provide qualified drivers for each vehicle, employed, trained and licensed in accordance with the California laws, rules and regulations governing the operation of school transportation vehicles, and experienced with the regulations and handling and supervision of students. All drivers shall be certified by the California Highway Patrol. It is the Town's intent to provide high-quality transportation services and to ensure the safety and comfort of the School District's students. Toward that end, the Provider shall uphold the following standards for personnel:

Provider shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Provider shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus. Provider shall at all times abide by applicable local, state and federal laws and regulations in its hiring practices.

The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal



drugs, firearms, knives, or other weapons on school buses is prohibited.

ii. Pre-employment Screening

The Provider shall develop and implement an employment screening program for all candidates for employment. Provider has identified its screening programs in its proposal. These screening programs shall be at least adhere to state screening requirements and California Highway Patrol screening requirements and shall be designed to assist the Provider in determining the candidate's suitability for assignment to student transportation services. All drivers shall meet Town training, safety, and operational requirements, as specified herein and/or specified in the RFP.

iii. Credentials and Related Requirements

- Licenses and Permits

Every driver employed by the Provider to provide service to the Town must have and maintain a valid Class B or other legally required California Commercial Driver's License, a valid Passenger Endorsement, a valid California School Bus Driver's Certificate, and any other applicable license or permit. Every driver shall possess all other licenses and certifications required by federal, state and local law. Upon request of Town, Provider shall provide evidence that all personnel meet these requirements.

- Health Requirements

Each school bus driver employed by the Provider to provide service to the Town shall pass physical exams per the State's licensing requirements. Provider shall establish and maintain a record-keeping system to assure that each driver meets the requirements per the Provider's employment contract. This system shall be available for review by the Town or its designee upon request.

- Background Checks

Provider shall perform criminal and driving record background checks of all personnel employed in the operation of the service, and shall provide evidence that no employee utilized in the operation of service is listed in the Child Abuse Registry or Sex Offender Registry.

iv. Training Requirements

- The Provider shall provide or arrange for all legally required and other training as is needed to ensure that qualified drivers are available to provide transportation services described in this Contract.

- Before a driver may transport students for the Town, the driver, whether permanent, temporary, or substitute, must have completed original training as specified by California Vehicle Code and other training as required by law. In addition, every driver must each year complete such in-service training as is required by the California Code of Regulations and the California Education Code in order to maintain a valid School Bus Driver's Certificate.

- At least once each year before beginning service for each school year, all drivers, whether permanent, temporary, or substitute, shall participate in a Town-approved, Provider-provided orientation program. The driver orientation shall include, but not be limited to: student management; communication with parents, schools and the general public; discipline on the school bus; defensive driving; first aid; use of all safety equipment for the school bus; plan for emergency evacuation students; use of two-way radio; orientation in the routing and scheduling system used by the Town. This orientation program may count towards the driver's mandated in-service training for the year.

- The Town reserves the right to call periodic bus driver training meetings requiring mandatory attendance of all drivers servicing students. Such meetings may not exceed three (3) hours per year

per driver, not including travel time. The Provider shall assume the costs associated with drivers' wages as a result of these meetings.

- Each driver shall have had CPR training and First Aid Training and shall hold valid First Aid Certificate and CPR Certificate issued by the American Red Cross or an organization of comparable status.
- Safety is of paramount concern to the Town. In recognition of this priority, the Provider shall plan and implement a comprehensive safety program and shall ensure the availability of a state certified School Bus Driver Instructor to conduct the program. The program shall include regularly scheduled safety meetings for drivers. The agenda of the meetings shall be available to the Town. Time spent in safety meetings may be counted toward annual in-service training requirements.
- The Provider's management staff shall evaluate all drivers on their routes for the purpose of observing their driving practices with respect to safety, mechanical operation, compliance with laws, policies and regulations, adherence to established routes and schedules, handling of students, and other factors inherent in the transportation of students. The Provider shall evaluate all drivers once every six (6) months during their first year of employment with the Provider and one (1) time per year thereafter. A copy of each evaluation report shall be made available to the Town upon request.

v. Other Requirements

- Identification Badges  
Each driver shall be well-groomed, appropriately dressed in Provider uniform shirts with the company name and logo and shall wear a company identification badge with name and photo at all times while driving students for the Town.
- Time Pieces  
Provider shall require each driver to have an accurate time piece while on duty to maintain established scheduled route times.
- Radios  
Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
- Messages  
Each driver shall be required to check in with Provider for messages via radio each morning and afternoon as the driver begins a route.
- Unsafe Equipment  
In addition to all other safety requirements, each driver shall also be responsible for notifying the Safety Program Supervisor of equipment suspected to be unsafe for transportation use. A driver shall not continue to operate a school bus if safety is compromised until the unsafe condition is sufficiently remedied.
- Policies and Procedures  
Each driver shall be familiar with and shall abide by the rules, policies and procedures of student transportation as provided by the State of California and the Town.
- Temporary Removal of a Driver  
If a concern arises regarding appropriateness of a driver's conduct on a route, the Provider shall, upon receipt of notice from the Town, immediately temporarily remove the driver from the duty of

conveying a student until such time as the concern is resolved to the satisfaction of the Town.

- Change of Route Assignment

The Town reserves the right to change the route assignment of a driver if the best interest of student transportation will be served, according to the Town.

- Student Transfers

A driver may not transfer a student to or from another vehicle going to or coming from school except in case of emergency or equipment breakdown, or unless the bus schedule specifically calls for such transfer.

- Lateness

A driver shall contact the dispatcher immediately upon determination that the bus will be in excess of five (5) minutes late in the pickup or delivery of students. Dispatch shall immediately notify all necessary persons, including parents, schools and the Transportation and Mobility Manager in a manner previously agreed by the Town.

- vi. Discipline on the School Bus

- For the purpose of passenger safety, the bus driver shall require that bus riders comply with the Safety Rules established by the Town.

A driver who experiences a discipline problem and cannot identify an individual for citation shall file an incident report with the Provider. The Provider will report serious or persistent student misconduct to the Transportation and Mobility Manager.

- vii. Drug and Alcohol Detection and Use Prevention

The Provider shall implement a comprehensive drug and alcohol detection and use prevention policy designed to be used for all employees of the Provider who will be performing services under this Contract, including both drivers and mechanics. The Policy shall be submitted to the Town and approved before Provider begins work.

- e. Provider Vehicles

- i. Provider shall provide buses per the requirements in the RFP, equipped with engines meeting current California air quality standards for the Contract. Each bus must be properly certified by the California Highway Patrol, and meet all requirements of the California Code of Regulations and the California Vehicle Code.

- Provider will adhere to a minimum spare vehicle requirement of ten percent of all regular daily routes operated from the Provider's facility.

- Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations.

- All vehicles used in furtherance of this Contract shall be model year 2015 or newer at the start of the Contract.

- ii. Provider will submit an inventory of their vehicle fleet to be assigned to the provision of services under this section of the Contract, with content and in a format acceptable to TOWN, a minimum of 15 days prior to the commencement of services under this Contract, and at least one-month prior to each subsequent annual anniversary date of the Contract.

- iii. Provider will supply all of the vehicle equipment required for service delivery.

- iv. Provider vehicles will be equipped with seat belts as required by State statute and two-way voice communications to Provider's dispatch facility.
- v. All vehicles shall be kept in a safe, clean, and sanitary condition, and open for examination at all times by TOWN. Buses will maintain an acceptable level of physical appearance as determined by TOWN, including but not limited to, seat condition, exterior paint, and clean windows and mirrors.
- vi. Each Provider vehicle will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to TOWN. The data available to TOWN must, at a minimum, enable calculation of the Minimum Service Level Criteria of this Contract, and adequately support the Town's Performance and Staffing Management Program. If deemed necessary, Provider will conduct calculations for Minimum Service Level Criteria for TOWN.
- vii. TOWN, may call for the removal, with written cause, from service under this Contract of any bus used as part of this Contract that in their opinion does not meet the requirements of this Contract. Provider, upon written notification by TOWN, shall immediately cease to utilize the specific bus for any work, direct or indirect, that relates to this contract.
- viii. Provider shall provide and maintain only certified school buses which meet applicable regulations and laws relating to student transportation in California, including relevant requirements of the California Vehicle Code and the California Code of Regulations and applicable rules, regulations, and orders of the California Highway Patrol and the California Education Code. The Provider shall furnish to the Town certificates of compliance and copies of California Highway Patrol inspections certifying that all buses furnished under this Contract are in compliance with the Vehicle Code and the Regulations of the State Board of Education. All fuel tanks must be DOT certified.
- ix. Inspection and Maintenance of Buses

The Provider shall maintain regular and standby school buses in good and safe mechanical and operating condition. The school buses shall be maintained in accordance with all applicable regulations and laws relating to student transportation in California, including all relevant requirements of the California Vehicle Code and the California Code of Regulations, all applicable rules, regulations, and orders of the California Highway Patrol, and the California Education Code. The Provider agrees to submit the completed inspection schedule forms. Each bus shall be maintained in clean and sanitary condition and shall have good interior and exterior appearance. The Town reserves the right to access the Provider's terminal facility at any time and inspect buses to ensure that they are maintained in good, safe, clean and sanitary condition.
- f. Software, Hardware and Related Technologies
  - i. Provider will provide the software, hardware, and technical services necessary to:
    - Provide TOWN with direct electronic access, via electronic file transfer or direct data system access, to Provider's AVL/GPS data.
    - Ensure all buses are outfitted with functioning video recording cameras.
    - View required data from digital video recording cameras and store data up to seven (7) days.
  - ii. If providing direct data system access to Provider systems, TOWN's access to data will be restricted so as not to interfere with the integrity of the data system or with Provider's operations, and can be limited to ensure the privacy of Provider information unrelated to this Contract.
- g. Pre-service Route Verification

- i. Provider will perform one dry run, defined as operating each bus at the scheduled times on a regular school day but without students on board, for each assigned route and route package not less than ten (10) days preceding the first day of school in each school year falling within the term of this Contract.
  - ii. Provider shall obtain approval of the date and time of the dry run from the TOWN. This process will be coordinated with TOWN who may monitor the process without restriction. TOWN and Provider will meet within seven (7) day following completion of each dry run to assess the outcome of the dryrun.
  - iii. Provider shall not be separately compensated for the dry run.
  - iv. If TOWN deems, at its sole discretion, that an additional dry run is necessary, TOWN may require one additional partial or full dry run to be performed for any route or route package. In that event, TOWN will be responsible for compensating Provider at the rate(s) included in Exhibit 1.
- h. Other Provider Responsibilities
- i. Provider will be responsible for providing all services related to the provision of Transportation Service not otherwise noted in, and not specifically reserved for TOWN by this Contract. No additional compensation shall be provided for these services. These services include, but shall not belimited to:
    - Coordination of student behavior management on school buses with school officials;
    - State and TOWN-mandated data collection, reporting of accident investigations;and
    - Customer service activities to TOWN, school officials, parents and guardians. This shall include providing information to parents about bus schedules and stop times, tracking lost items, accepting and resolving bus transportation complaints, concerns and compliments. Provider's main telephone line may be published on Town's website and communications to encourage its use for these purposes.
    - Provider shall submit to Town a monthly performance report that will include the number of bus riders each day by route, the on-time performance of each route, the number of bus accidents, a summary of service complaints received and their resolution and any other information as agreed upon by Town and Provider.
    - Provider's staff will perform an in-the-field safety review of all proposed bus stops and bus routes at least one month prior to the start of service each year. Provider will notify Town of any concerns regarding the location of any of the proposed bus stops, the roads travelled to get to each bus stop on the route or the timing of the bus stops. At the request of the Town, Provider will drive each bus route with Town's designated representative before the start of service each year to review the bus stops and discuss any concerns related to them.
- i. Cooperation with TOWN
- i. Provider will work cooperatively with TOWN to ensure safe, effective, and efficient Transportation Services throughout the term of this Contract.
  - ii. If other services or issues arise that are previously unaddressed by TOWN, Provider will make a good faith effort to address or resolve such until the matter can be referred to TOWN.
- j. Strike by School District or Town Employees

In the event of a strike or work stoppage by any employee(s) of the Town of Los Gatos or the School Districts, the Provider shall continue to fully perform all duties<sub>12</sub> as set forth in this Contract.

k. Implementation of Service

The Provider, within thirty (30) days after the Effective Date above, shall furnish the Town with a time line schedule detailing the following:

- i. Provision of Equipment;
- ii. Provision of Facilities;
- iii. Hiring of Supervisory Personnel;
- iv. Hiring and Training of Drivers and Mechanics;
- v. Driver Route Orientation; and
- vi. Provider Field Service Personnel Assignments.

This time line schedule is subject to approval by the Town.

l. Assignment of the Contract: Subcontracts

The Provider may not subcontract, sell, assign, transfer, or encumber the Contract, any right or interest in or under the Contract, or permit any sale, assignment, transfer, or encumbrance to occur by operation of law without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed. However, at its sole discretion, the Town may assign this Contract if the assignment is made to a parent, subsidiary, or related company. Any attempt to subcontract or transfer this Contract or any interest in it without such consent shall be violable by the Town and, at the Town's election, shall constitute a material default under the Contract.

A subcontract or assignment of the Contract by the Provider with the approval of the Town is subject to the terms and conditions of this Contract and to the rights of the Town contained in the Contract. No transfer or assignment of the Contract by the Provider shall release it from its obligations.

m. Provider as an Independent Contractor

The Provider is an independent contractor and not an officer, agent, or employee of the Town. Further, the Provider's employees, expressly including but not limited to drivers, are employees of the Provider and are not employees of the Town.

n. Covenant Against Contingent Fees

The Provider warrants that no person or selling Town has been employed or retained to solicit or secure this Contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Provider for the purpose of securing business. For breach or violation of this warranty, the Town may terminate this contract and, in Town's sole discretion, may deduct from the Contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

o. Nondiscrimination

It is the policy of the Town that in connection with all work performed under this Contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Provider agrees to comply with applicable Federal and California laws including the California Fair Employment Practice Act, beginning with Labor Code Section 1410.

4. Provider Performance

a. Contract Performance and Staffing Management Program

- i. Exhibit 2 to this Contract provides a description of the Contract Performance and Staffing Management Program. Provider will be an active participant in, and will be responsive to the requirements of this program.
- ii. The Contract Performance and Staffing Management Program is a non-punitive, joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve transportation service delivery in a continuous improvement cycle.

b. Minimum Service Levels and Standards of Performance

- i. In addition, and as a supplement to the Contract Performance and Staffing Management Program, the Provider will be responsible for meeting or exceeding certain Minimum Service Levels and Standards of Performance as described below. If the standards below are not met, the Provider will be considered non-compliant. Provider will monitor, track, account for, and report to TOWN the data and information required to determine Provider's success in meeting or exceeding the established standards.
- ii. The Town reserves the right to collect, analyze and track data provided by the Provider or obtained from other sources.
- iii. Provider will comply with the following Minimum Service Level Standards of Performance. For the purposes of this Contract, a Bus Trip is defined as the service from the first pick up point to the last drop off point. The morning and afternoon trips are considered separate trips.
  - No more than four (4) percent of all bus trips operated by the Provider in each 4-week service period shall be delayed as a result of mechanical problems with the Provider's assigned vehicle or the Provider's inability to provide an adequate number of qualified bus drivers as defined within this Contract. A delayed trip is defined as any route component that begins operation after its scheduled time five (5) minutes or later, or that must be serviced by another means as a result of the Provider's failure to provide a qualified driver in a timely manner, or that is delayed five (5) minutes or more over the course of its scheduled trip as a result of a mechanical problem with the assigned vehicle.
  - Provider shall report every occurrence of delay as defined in the above subparagraph of this section to TOWN within fifteen (15) minutes of occurrence in a manner and format acceptable to TOWN. This is a zero-tolerance standard of performance.
- iv. Provider is responsible for recording and tracking all data and information required to calculate Provider performance relative to the Minimum Service Levels and Standards of Performance. This data will be provided to TOWN not later than the 15th of each month for service completed in the prior service month. The data and information will be submitted in a verifiable manner and format acceptable to TOWN.
- v. Upon receiving a formal written notice from TOWN, Provider shall cure a non-compliance condition within thirty (30) days of its initial occurrence; otherwise a Minimum Service Level Performance Withholding may be imposed. Provider will comply with TOWN directives to improve operations and outcomes that fall below the established standards.

c. Force Majeure

The Provider will be excused from performance during the time and to the extent that it is prevented from obtaining or performing the service by natural disaster, acts of God, acts of war, fire, flood, riot, terrorism, civil disturbance, loss of transportation facilities, oil or fuel shortage or embargo, commandeering of materials,

equipment, products, plants or facilities by the federal or state government, labor dispute, strike or lockout. Satisfactory evidence must be presented to the Town demonstrating that the non- performance was not due to the fault or negligence of the Provider.

d. Minimum Service Level Performance Withholding

- i. TOWN may impose a Minimum Service Level Performance Withholding factor for non-compliance with the Minimum Service Levels and Minimum Standards of Performance, as follows:
  - TOWN may withhold payment of up to one (1) percent of the Provider's next regular monthly Transportation Services invoice for any single occurrence of non-compliance within a 4-week service period.
  - TOWN may withhold payment of up to three (3) percent of Provider's next regular monthly Transportation Services invoice should non-compliance continue for two consecutive 4-week service periods.
- ii. The number of withholding instances is unlimited, and may be repeated for each instance of non-compliance with the Minimum Service Levels and Minimum Standards of Performance requirements.
- iii. The withheld amount may be paid in full to the Provider if the non-compliance factor resulting in the Performance Withholding instance is cured to the satisfaction of TOWN following the deferral decision.
- iv. Grace Periods: the TOWN may allow a grace period of up to two (2) calendar weeks starting from the first service day of this Contract and grace periods of up to one (1) calendar week each at the beginning of each school semester, during which time performance withholding is not imposed.
- v. If the non-compliance factor is not cured to the satisfaction of TOWN following the deferral decision, TOWN may retain the withholding without obligation to pay the Provider the withheld amounts.
- vi. TOWN will notify the Provider in formal letter delivered via a traceable method to the address of record for the Provider contained in this Contract if a decision to retain a Performance Withholding is reached.

e. Liquidated Damages

- i. In the event that standards of service defined in this agreement are continually deemed unsatisfactory, TOWN's board may choose to implement the Liquidated Damages contingency outlined in this section. If the Liquidated Damages contingency is initiated, section 4d Minimum Service Level Performance Withholding of this contract, will be null and void.
- ii. It is agreed by the Provider and TOWN that if the Provider fails to deliver services under this Contract, TOWN is damaged. Due to the nature of the services rendered, it is impractical and extremely difficult to fix the actual damage to the Town. When deficiencies occur TOWN and the Provider agree that a schedule of liquidated damages may, at TOWN's discretion, be imposed upon the Provider as a remedy for Inconveniences. The Provider will be notified in writing within 20 days of such deficiencies by TOWN. Notification shall identify the type of infraction along with information that clearly details the date, time, location, route number, school, driver (if known), and vehicle number. Billing for such infractions are to occur within 60 days of its assessment. Failure to either timely notify or bill the Provider shall relieve the Provider of its obligations to pay liquidated damages for the particular event.
- iii. The following schedule details the liquidated damage charges that may be assessed for the failure to perform the services as expected by TOWN. All damage charges are assessed based on each occurrence, calculated as a percentage of the daily rate for each route.



(1)	Late Bus 15 min.	Each bus trip which is fifteen (15) minutes late or more to or from home or school shall be assessed liquidated damages of 50% of the daily rate.	50% of daily rate
(2)	Late Bus 30 min.	Each bus trip which is thirty (30) minutes late or more to or from home or school shall be assessed liquidated damages of 100% of the daily rate.	100% of daily rate per run
(3)	Failure to furnish vehicle and driver (missed trip)	If the Provider fails to furnish a vehicle and driver for any trip, liquidated damages shall be assessed at 150% of the daily rate. The assessment of damages does not relieve the Contractor of its obligation to provide sufficient buses and drivers including spares or substitutes, or perform such service.	150% of daily rate
(4)	Failure to Seek Approval to Drive	Managers, dispatchers and field representatives shall not drive school buses except in emergency or as approved by the Transportation and Mobility Manager. Failure to seek approval shall result in liquidated damages of 50% of the daily rate.	50% of daily rate
(5)	Missed Bus Stop	If a driver misses a bus stop and fails to pick up or drop off a student, liquidated damages shall be assessed in the amount of 25% of the daily rate.	25% of daily rate
(6)	Failure to complete a run due to vehicle or fuel problems	If the Provider fails to complete a trip after starting due to vehicle malfunction or running out of fuel, and a backup vehicle is not made available to complete the trip within 30 minutes of scheduled time, liquidated damages shall be assessed in the amount of 150% of the daily rate.	150% of daily rate
(7)	Failure to Notify – Late Buses	Failure of the Contractor to provide the Transportation and Mobility Manager immediately, or within a reasonable time as dictated by the nature of the occurrence or incident, complete and accurate information relating to early or late buses shall be assessed 25% of the daily rate.	25% of daily rate
(8)	Failure to Notify Schools of Late Buses	Failure of the Provider to notify the applicable schools of a late trip immediately or within a reasonable time as dictated by the nature of the occurrence or incident shall result in liquidated damages of 25% of the daily rate.	25% of daily rate
(9)	Failure to Notify of a Bus Accident	Failure of the Provider to notify the Transportation and Mobility Manager as soon as possible and in no event later than one hour after becomes informed of a school bus accident or an incident in which a child may have sustained injury shall be assessed liquidated damages in the amount of 100% of the daily rate.	100% of daily rate

(10)	Failure to Provide Equipment	Failure to provide the appropriate equipment required for each bus, including but not limited to, two-way radios, fire extinguishers, etc., shall result in the assessment of liquidated damages in the amount of 25% of the daily rate and continuing at this rate for so long as the Provider fails to provide such equipment.	25% of daily rate
(11)	Operating a Bus in an Unsafe or Illegal Manner	If a driver operates a school bus in an illegal manner, including but not limited to operating an overloaded bus, boarding and deboarding passengers at an unsafe location, creating a traffic hazard, liquidated damages shall be assessed in the amount of 100% of the daily rate.	100% of daily rate

Example: If a morning trip is late for 30 minutes or more, the Provider will be charged 100% of the daily rate for that route. If the afternoon trip is also late for 30 minutes or more, the Provider will be charged 100% of the daily rate for that route. The cumulative damages for these two occurrences will be 200% of the daily rate for that route.

Payment for damages will be deducted from the Provider's next invoice. In the event that there are unknown or extenuating circumstances, the Provider shall have the right of appeal. Appeals are to be made in writing within ten (10) school days and sent to TOWN for review. The Town Council shall have the sole right to review the appeal and will have the option to maintain, reduce, or eliminate the proposed penalty. The Town Council will be required to rule on any appeal within 45 days of receiving a written notice of appeal from Provider.

f. Provider Fiscal Efficiency

- i. Provider will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes and route packages on a quarterly basis. Where feasible, Provider will identify opportunities to modify, pair, combine, or repackage bus routes with the objective to perform transportation services in the most efficient and effective manner possible. If identified, such opportunities will be communicated to TOWN not later than one (1) week following the identification. At a minimum, Provider will submit a written report to TOWN, to accompany each regular invoice submission, summarizing the opportunities identified in the period covered by the invoice or, if no opportunities were identified, making an affirmative statement attesting to this fact.
- ii. Provider will immediately notify TOWN, in a manner deemed acceptable by TOWN, of any new programs or services that are requested of Provider by school officials or representatives, including any school building or program bell time changes. Provider shall not fulfill such requests until and if authorized by TOWN.

5. Basis for Provider Compensation

a. Pricing

- i. Contract pricing shall be on a cost per bus per day basis. The pricing form included as Exhibit 1 shall govern the calculation of Provider compensation.

b. Dates for Student Transportation Service

- i. From the Effective Date of executed contract, the Provider shall mobilize, coordinate and undertake all activities, including but not limited to, those specified herein in order to be able to provide student transportation services as specified herein, commencing on January 7, 2019. During the term of the Contract, student transportation services are required during the following periods:
- ii. School Calendar Year - The school calendar year covers the months of August through June, inclusive. During the school calendar year, the total number of buses contracted for are estimated to be required for each of the one hundred eighty (180) school days as defined by the individual School District calendars and verified by the Town; and
- iii. Unscheduled Closing of Schools
  - The Town is not obligated to accept or pay for services agreed to be furnished by the Provider on those days when, by direction of the School District, classes served under this Contract are closed to ensure the health and safety of the students or for any other lawful reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Superintendent of the School District.
  - The Town agrees to notify the Provider no later than 5:30 a.m. on such days of school closures and as early as possible on such days of early dismissals. The Town agrees to provide partial payment for student transportation service for days when Provider is notified of school closures after 5:30 a.m. in the amount of 50% of the daily rate per bus for a complete cancellation, and in a prorated amount for partial service.

6. Invoicing and Compensation Adjustments

a. Invoicing

- i. Provider shall submit an invoice to TOWN no later than the 5th business day following the month in which services have been provided. The invoice shall be based upon the actual number of days of service within that calendar month. Payment shall be made to Provider within thirty (30) after receipt of a valid invoice. The form of the invoice shall be approved by the Transportation and Mobility Manager. A "daily bus report" ("DBR") shall be submitted for each separate bus/driver combination and shall be available to the Transportation and Mobility Manager for review. A DBR is a driver's report of mileage, departure and arrival times, number of students transported, names of school sites serviced, and the beginning and end times for each trip made. Monthly invoices shall summarize home-to-school DBRs for each route during each day of the invoice period. Summaries shall be submitted to the Transportation and Mobility Manager monthly.

b. Fuel Cost

- i. Provider shall be responsible for the acquisition of all fuel necessary for service. The cost of fuel shall be incorporated into the daily rate for services provided included in the RFP.

c. Town Provided Parking for Provider Vehicles

- i. Town may elect to provide parking on Town property for a certain number of Provider's vehicles to be used in the provision of services under this Contract. Provider shall utilize the space provided for parking only and will not perform vehicle maintenance or any other activities on Town property. In the event Town parking is provided, Town shall be entitled to a lower price for services as outlined in Provider's proposal. The Parties will execute a Contract Amendment with a separate property lease agreement prior to any Provider vehicles being parked on Town property.

d. Ancillary Services and Costs

- i. Provider's price proposal includes all ordinary and extraordinary costs of operation, and the Town is not responsible for any additional costs. Provider will bear all costs associated with performing services not identified in this Contract or in the Exhibits.
- ii. Provider will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing transportation services.

The Town shall pay the Provider for services provided on a monthly basis. Payment shall be made within thirty (30) calendar days following receipt of a properly documented invoice. Payment may be adjusted by an incentive or liquidated damage reduction as provided in the Contract and the Town's document damage reports. Notwithstanding the foregoing, in no event shall any payment owed by the Town which is not being disputed in good faith, be delinquent for more than sixty (60) days. In the event of any delinquency beyond sixty (60) days, Provider may give the Town written notice of the delinquency.

7. Notices

All notices to be given by the parties shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered to the address(es) shown below or such other persons, addresses or telephone numbers as may be designated in writing by the parties from time to time.

Notices to the Town shall be sent to:

Ying Smith, Transportation and Mobility Manager  
Town of Los Gatos  
Department of Parks & Public Works  
41 Miles Avenue, Los Gatos CA 95030

8. Provider's Records and Reporting Requirements

a. Operating Records

The Provider shall maintain daily records indicating route numbers, bus numbers, driver names, the number of students transported to each site, and the number of miles and hours driven. These records shall be kept for a minimum of three (3) years. A copy of these records shall be submitted to the Transportation and Mobility Manager on a weekly basis.

b. Personnel Records

The Provider shall maintain records that include documentation of all drivers, management personnel, and support staff in compliance with legal requirements and standards and requirements set forth in the Contract. Operator shall provide records of operator experience, training and performance, if required by Town.

c. Fleet Records

The Provider shall maintain preventive maintenance policies, records, and schedules, all bus maintenance records, and copies of all California Highway Patrol, and California Department of Transportation Vehicle Inspection reports for buses servicing this Contract. The Provider shall make these records available for review by the Town upon request.

d. Reports to be Submitted to the Town

The Provider shall submit the following reports or studies to the Town upon request and on an occurrence basis:

i. Accident Reports

Every school bus accident or incident involving a school bus collision shall be verbally reported immediately to the Transportation and Mobility Manager and the California Highway Patrol. A written report shall be submitted to the Transportation and Mobility Manager as soon as possible, but in no event later than three (3) working days after the accident.

The school bus accident report shall be clear and provide at a minimum the following:

- Number of students on board at the time of the accident and the names of each;
- Whether injuries occurred;
- The date and time of the accident;
- The route number, driver's name, location of accident, involvement of other vehicles, and nature and extent of property damage;
- The Provider's assessment of liability.
- Reports completed by the Provider's management and by the driver; and
- Reports obtained from the California Highway Patrol or from any other law enforcement.

ii. Route Driver Assignments

- A list, continually updated, of routes and names of drivers assigned to those routes. In addition, the Provider shall provide a daily report of all routes covered by substitute drivers.

iii. Student Citations

- A copy of each student bus citation must be provided to the Transportation and Mobility Manager. ~~and to school personnel.~~

iv. Summary of Late or Missed Trips

- Weekly written reports on each late or missed trip, with cause of problem and corrective action taken.

v. Notification of Hazards

- Notification of a hazard or obstacle observed by Provider's personnel along routes.

vi. Complaints

- Weekly written reports on the disposition of all complaints regarding the service provided by the Provider, whether received in writing, over the phone, or listed on the liquidated damage report. The Provider shall investigate these reports and shall provide a written reply to the complainant with a copy to the Town, within 10 school days. Each reply shall describe any corrective action in response to the complaint.

vii. Ridership

- Weekly written reports on student ridership levels for each run for each day of the week.

viii. Other reports or studies as requested by the Town.

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

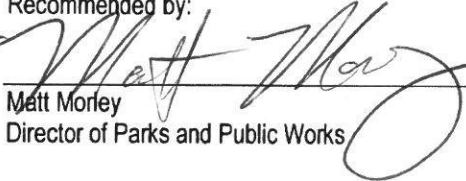
Town of Los Gatos by:

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

Service Provider, by:

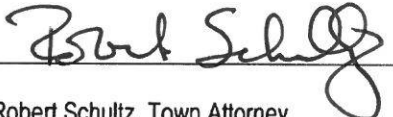
  
\_\_\_\_\_  
10/3/18

Recommended by:

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

SR VP of Operations  
\_\_\_\_\_  
Title

Approved as to Form:

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

**EXHIBIT 1  
Cost Proposal**

Proposer shall provide a cost proposal in the tables below:

Table 1 – Price Quote, buses parked at vendor’s facility  
Refer to Attachment B for route and schedule descriptions

	Route #	2018-19	2019-20	2020-21	2021-22	2022-23
Large bus		\$566.90	\$583.91	\$601.43	\$619.47	\$644.25
Standard bus		\$539.90	\$556.10	\$572.78	\$589.96	\$613.56
<i>Add more row if necessary</i>						

Note:

Large bus: 80-90 seats, standard bus: 60-70 seats

Table 3 – Price Quote for Dry Runs  
Refer to Attachment B for route and schedule descriptions

	Route #	2018-19	2019-20	2020-21	2021-22	2022-23
All Groups		\$539.90	\$556.10	\$572.78	\$589.96	\$613.56
<i>Add more row if necessary</i>						

Table 2 – Price Quote, buses parked Town’s facility (optional)  
Refer to Attachment B for route and schedule descriptions

	Route #	2018-19	2019-20	2020-21	2021-22	2022-23
Large bus		\$545.90	\$562.28	\$579.15	\$596.52	\$620.38
Standard bus		\$518.90	\$534.47	\$550.50	\$567.02	\$589.70
<i>Add more row if necessary</i>						

\*\*The mobile phone app for parents of bus riders, SafeStop, is included in the above pricing.

\*\*On-board camera systems can be provided at an additional cost of \$2.75 per bus per day.

\*\*The pricing quoted above includes 2.75 hours of live time, per bus, per day. Any excess hours will be billed at \$20.00 per quarter hour or part thereof.



## Exhibit 2

### Contract Performance and Staffing Management Program – Town of Los Gatos

#### **Vehicles, Facility:**

The school buses used for Los Gatos service will be dedicated to Los Gatos for the periods of each school day that the buses are servicing Los Gatos routes. All other times, the buses may be used by Student Transportation of America for other purposes. Student Transportation of America will provide California certified school buses no older than 3 years at the start of the contract. This, together with STA's comprehensive fleet maintenance program, will ensure a minimal number of bus breakdowns. In the event we have a bus that will be out of service for an extended length of time, an additional spare bus will be brought in from another STA location for that period of time.

Student Transportation of America will provide school buses with three-point seat belts. Our buses are equipped with digital two way radio communications and GPS tracking and recording capability. All buses used will meet federal and state emissions requirements, equipped with engines meeting current California air quality standards. Drivers sweep the interior of the bus daily or as needed. The exteriors are washed every two weeks. Every 45 days, the interiors are thoroughly cleaned with surfaces washed with antibacterial soap. The parking and maintenance facility for Los Gatos service will be our existing facility located at 1540 South 7th Street, San Jose, CA. Spare buses are located at this facility as well. We maintain a spare bus and spare driver factor of ten percent. Our San Jose facility is located 13 miles from the Town. We anticipate an average deadhead time of 25 minutes. A 30 minute response time would be the worst case scenario for responses to bus breakdowns. With the 4 buses we have operating at Hillbrook School, in the event of a bus breakdown, our Dispatch team would also look at how those buses may be used to provide coverage before or after their assigned routes. Often, a nearby bus can respond faster than a bus leaving from the terminal.

Vehicles that are equipped with Zonar™ GPS systems are SafeStop™ ready. Our innovative mobile phone app., SafeStop™, provides real-time notification to parents about the status of their student's bus. SafeStop also has messaging capabilities that can send alerts or messages to parents as needed.

#### **Fleet Maintenance:**

Student Transportation of America has a dedicated Maintenance Council, comprised of managers and regional directors with expertise in the areas of preventive maintenance, repair and manufacturer recommendations. The Council's objective is to provide our customers with the safest, most reliable and cost-efficient fleet possible through the development, implementation and monitoring of best practices related to fleet maintenance. The Council is committed to these tasks, and to preserving the health and environment of our passengers, employees and the communities in which we operate. Our maintenance program will, at all times, conform to all original manufacturer service requirements, and will be compliant with all OSHA and State requirements and regulations. For your reference, at the end of this section we have included samples of some of the maintenance forms and checklists that we use throughout all of our locations.



STA maintains vehicles and equipment according to the company and manufacturer-directed standards:

- To conform with the manufacturer's suggested maintenance intervals, or such revised intervals as may be dictated by unusual operating conditions (for example: unusually low mileage, dusty operating conditions, extreme hot or cold weather, etc.).
- In strict conformity with the commercial vehicle or school bus inspection laws of the particular state in which the equipment is being operated.
- In such a way, at all times, protect the equipment investment. This requires prompt response to ensure that repairs are done at the point where they will require the lease expenditure. Examples of this may include:
  - Repairing an engine miss promptly to avoid a dropped valve, or severely scorched cylinder wall
  - Routine oil sampling of diesel engines to avoid catastrophic failures
  - Replacing kingpins promptly to avoid expensive machine work to resize the axle
- Keeping cowls and bodies well-attached to avoid expensive damage at the cowl/body joint
- Keeping the lowest-cost parts and other materials consistent with reasonable quality standards.
- Using a comprehensive vehicle records system to ensure that critical equipment issues are planned for. Examples of this may include:
  - Ensuring thorough record-keeping and projection that the maintenance budgets are continually adjusted to effect upcoming repair trends (for example: brake drums, engines, etc.)
  - Identifying and responding to trends which affect vehicle reliability

### **SCHEDULED INSPECTION INTERVALS**

At prescribed intervals of time and mileage, vehicles will be removed from service and assigned to their applicable inspection, with each interval focusing on specific operational and safety components.

Below is a schedule of several major inspections that our maintenance team performs:

- A or Safety Inspection and Brake Inspection: 1.25 hours - 3,000 miles\*
- L or Oil and Filter Change: 0.9 hours - based on engine manufacturer's recommendation
- T or Transmission Service: 1.0 hours - based on transmission manufacturer's recommendation
- AC System Service: Once per year, or as needed

*\* The A Safety Inspection is performed in conjunction when all other services are required. If an L service is required, a full AL service will be scheduled.*

### **PRE-TRIP AND POST-TRIP INSPECTIONS**

Each vehicle must undergo a thorough daily pre-trip inspection, performed by a driver prior to operation of the bus. Any defects or non-operational items which do not directly effect the safe operation of the bus at the time will be documented in a Daily Bus Report. If a defect is found that will jeopardize the operation of the bus or the safety of the driver and/or passengers, a different pre-check bus will immediately be dispatched to transfer students for safe delivery, and the defective bus will be reported to the maintenance department. If needed, the defective bus will be replaced; if the bus can continue to operate safely, the problem will be corrected and subsequently reported on the Defect Report.



## **MECHANIC QUALIFICATIONS**

It is our commitment to provide our customers with a highly trained and professional maintenance department, which leads to a safer fleet and lower maintenance costs. We assist those mechanics who are willing to take the time and effort to participate in programs that will increase their knowledge and proficiency. We sponsor maintenance employees who take advantage of our *Advancement Through Commitment* program, which financially assists mechanics with obtaining their ASE certifications. Currently, more than 30% of our Maintenance Team across North America has received their ASE Technician Certification.

### **Recruiting, Training:**

## **HIRING PROCEDURES**

Student Transportation of America will provide a Manager to oversee all of the Town's transportation operations, including the coordination of our services and serving as the Town's primary contact with STA. Leadership in cultural change will be a key skill necessary for this position; fostering consistency in performance and boosting employee morale will be a long-term goal that we are committed to fulfilling for LOS GATOS.

When hiring new employees, our evaluation process is guided by the following measures:

- All employees complete a Student Transportation of America Employment Application
- Management conducts personal interviews of all applicants
- Management conducts driver route evaluations
- All drivers undergo pre-employment drug screening, including the review of information from previous employers on any testing they performed, including a positive result or refusal to submit to testing
- Review all driving records, licenses and physical exam paperwork
- Record criminal background checks and Federal Level II fingerprinting
- Management schedules and conducts Classroom and Behind the Wheel Instruction training
- Final evaluation takes place; School will have the ultimate approval for all hiring

## **EMPLOYEE QUALIFICATIONS**

It is our goal to hire and train drivers and transportation personnel who are committed to the tasks of safety, compassion, caring and customer service. We ask our employees to maintain the type of professional attitude that will reflect positively on themselves, Student Transportation of America and the school districts we serve. Drivers represent the school district in the community and should be able to help generate a positive public image by setting a good example of conduct for the students.

Our qualification standards have been developed to ensure that all drivers share our values and goals of operating in a safe, legal and courteous manner. Student Transportation of America is an equal opportunity and affirmative action employer; drivers offered employment with us are identified on the basis of their abilities, experience, training and personal character without regard to race, religion, creed, color, national origin or gender.



A criminal background check will be processed for every applicant, including a Federal fingerprint screening for all drivers, aides and other transportation personnel, per the policies and regulations of the School and the California Department of Education. A sexual offender check will be conducted, including a check on the California Sex Offender Registry and the United States Justice Department DRU Sjodin National Sex Offender Public website. We will obtain and review Department of Motor Vehicle Reports for each applicant. Pre-employment drug and alcohol screening will be conducted, as required by the Federal Department of Transportation and Federal Highway Amendment regulations. Physical exams will be conducted, and each applicant must submit a completed Medical Examiner Certificate.

To operate a school bus or vehicle for Student Transportation of America, individuals must possess the following criteria which, at a minimum, should be applied to all new hires:

- United States citizenship or a valid work permit
- Minimum age of 21 years at time of application
- Valid Commercial Driver's License with valid school bus and passenger endorsements
- Current physical fitness exam with negative drug test
- Satisfactory driving record that meets Student Transportation of America insurance standards and/or School standards
- Federal background check and release form clear of any criminal convictions and reports of child abuse or neglect
- Ability to perform all requirements as outlined in the job description

In addition to these requirements, we also consider the attitude and personality traits of the applicant. We are aiming to change the culture of school transportation by creating an atmosphere that is focused on compassion, with an emphasis on caring for the students who ride our buses every day. We seek out drivers who will make a positive difference in the lives of the children they transport.

#### **CERTIFICATION REQUIREMENTS**

Student Transportation of America will maintain records of all employee certifications; however, it will be the driver's responsibility to keep all required certifications valid and up-to-date. To operate a school bus or vehicle for Student Transportation of America, all drivers must have the following certifications on file:

- Commercial Driver's License and required certifications and required passenger endorsements
- Photocopy of Social Security card
- Certificate of physical fitness, in compliance with the Department of Education
- Motor Vehicle Records Driver's Certification of Violations
- Certification of criminal conviction and child abuse history investigations
- Federal fingerprinting and comprehensive background check
- Pre-employment drug and alcohol screening

#### **RECRUITING**

At Student Transportation of America, we believe that good driver recruitment is an ongoing process, not a one-time event. We pair together the economy and demographics of the School to formulate a recruiting



plan based on the local economy, competitive balance and company goals. We may draw upon the expertise of professional advertising partners and experienced third-party media buyers to assist us in reaching the local labor pool, as well as with developing a successful recruiting campaign.

Our methods for advertising vary based on need and research, and may include direct mail, television, radio, the Internet, local newspapers and other periodicals. Additionally, we may coordinate and sponsor job fairs, hold Open House events, employ a referral program and post at county agencies. Recently, we have begun to include social media recruiting efforts into our program. Identifying target demographics, we are able to promote Student Transportation of America and our recruiting campaign through specialized advertisements on websites such as Facebook. All drivers hired through the recruitment process, as well as back-up drivers hired to be on standby, will be held to the same certification standards as contracted drivers. They must currently have or be able to obtain a Commercial Driver's License, as required by law, and must meet all other Department of Education and Department of Transportation requirements.

#### **WAGES AND BENEFITS**

We provide a competitive wage and benefits package including quality health, dental and vision coverage, along with paid days off.

#### **RETENTION AND INCENTIVES**

A positive, rewarding work environment stimulates positive, safe work habits. Rewarding safe behavior and practices promotes growth and encourages continued success. STA is proud of the service provided by our employees across the country, and each spring we sponsor a company-wide "Employee Appreciation Week" where drivers and other transportation personnel are celebrated for their dedication to safety and customer service. Local managers are encouraged to coordinate events such as cook-outs, parties and award ceremonies throughout the week, inviting their school districts and other community members to attend the celebrations. Photos and stories from these events are gathered and shared with all of our locations across North America in a special edition of our company-wide newsletter, *ST News and Views*.

We recently established the Safety "Wall of Fame" to honor and recognize those employees who are the best and brightest in their functional areas of the STA Family, going above and beyond the regular scope of their duties. The spirit of the program is that any employee within each location can be nominated, from drivers and dispatchers to trainers and mechanics, with selection criteria including safety practices, reliability, knowledge, community service and exceptional performance. Applications are reviewed by regional selection committees, and inductees are invited to our corporate office for an awards ceremony.

#### **DRIVER TRAINING PROGRAM**

STA is committed to the safety of the students we transport, and we believe that the driver's knowledge is the groundwork for safe and dependable service. We continually provide drivers with up-to-date information, ensuring they are the safest drivers on the road, with training that often exceeds State and Federal regulations. We remain at the forefront of the industry with our safety and training materials, as reflected by our drivers who consistently rank among the top finalists at the annual National School Transportation Association (NSTA) International Safety Competition.



All drivers and supervisors (trainers) associated with the transportation of the School's students must complete the basic bus driver education program and continuing education program, as required by the Department of Education. Prior to actual service as a driver on any route, all new drivers are required to complete a minimum of forty (80) hours of training. Drivers who already possess a CDL and have driven a school bus within the last 365 days will be required to participate in training as outlined in our *Essential Eight Safety Reference Guide*. STA will maintain complete training records for all transportation employees. For your reference, at the end of this section we have included samples of our Behind-the-Wheel and Classroom training evaluation forms.

Currently, we use the NAPT-recommended program, *The Driver Training Course*, comprised of 15 instructional DVDs with accompanying study guides and posters that are designed to help drivers become safer and more professional in their duties. This program provides extensive information in Classroom training as well as Behind-the-Wheel instruction.

### **CLASSROOM TRAINING INSTRUCTION**

This portion of training may include, but not be limited to:

- Promote understanding and application of Federal, State and local laws, rules and regulations governing the proper operation of a commercial vehicle.
- Teach the school bus driver trainee about public relations.
- Impart the necessary knowledge and skill to apply basic First-Aid measures.
- Prepare the driver trainee to handle emergencies such as breakdowns, fires, accidents, adverse weather and road conditions.
- Teach the driver trainee to perform basic pre-trip and post-trip safety inspections.
- Impart the basic concepts of passenger management, including student loading and unloading procedures and checking for students on the bus at the completion of each route.
- Discuss with driver trainees about the different vehicles they may be required to operate.
- Familiarize each driver trainee with the necessary forms and record-keeping procedures.
- As required, familiarize each driver trainee with the Federal regulations concerning controlled substances, alcohol use, and testing, and the Student Transportation of America policies and procedures with respect to meeting these requirements.
- Teach principles of Defensive Driving.

### **BEHIND-THE-WHEEL INSTRUCTION**

This portion of training should be conducted in the types of vehicles that the driver trainee may operate, and may include, as a minimum:

- Understanding driver's area, controls and gauges.
- Pre-trip and post-trip inspection procedures and requirements.
- Smooth starting and stopping (pedal application).
- Turning techniques and tail swing observation.
- Proper use of signals, hazards and school bus lights.
- Proper adjustment and use of mirrors.

- Proper use of clutch and gearshift or automatic transmission.
- Proper procedures for crossing railroad tracks.
- Proper procedures for loading and unloading students.
- Proper procedure for wheelchair securement and other equipment, as required.
- Proper backing procedure and techniques.
- Proper procedures for emergency evacuation drills.
- Knowledgeable in Defensive Driving techniques, as outlined in the evaluation form.

### **ROAD TEST EVALUATIONS**

Road test evaluations must be successfully completed by each driver prior to an offer of employment and the transportation of any students, and again on an annual basis. This measure helps to ensure driver compliance with all safety requirements and regulations.

Road test evaluations may include:

- Understanding driver's area, controls and gauges
- Pre-trip and post-trip inspection procedures and requirements
- Railroad crossings
- Smooth starting and stopping (pedal application)
- Turning techniques and tail swing observation
- Proper use of signals, hazards and school bus lights
- Proper adjustment and use of mirrors
- Proper use of automatic transmission
- Proper procedures for crossing railroad tracks
- Proper procedures for loading and unloading students
- Proper procedure for wheelchair securement and other equipment, as required
- Proper backing procedure and techniques
- Proper procedures for emergency evacuation drills
- Knowledgeable in Defensive Driving techniques, as outlined in the evaluation form
- Proper procedure to check for students on the bus at the completion of each route

### **IN-SERVICE TRAINING**

In-service training is required of all drivers, at a minimum of ten (10) hours per school year, devoted to improving skills, knowledge and attitude. Additionally, re-training may be assigned as needed after a driver's evaluation or a preventable accident.


This instruction may include, but not be limited to:

- Bi-annual orientation meetings
- Review and further discussion of all pre-service topics
- Government or company-approved Defensive Driving course
- First-Aid procedures
- Blood-borne pathogens

- Special driving conditions, specific to the area and region
- Field trip and activity trip procedures
- Vehicle handling procedures in all weather and road conditions
- Emergency equipment use, as required
- Harassment policy, including School and company policies
- Transportation procedures for Special Needs students
- Railroad grade crossing procedures
- Passenger loading and unloading procedures
- Student management and violence/bullying prevention
- Fuel efficient driving & anti-idling policy
- Public and community relations
- Health issues and stress management
- Checking for students on the bus at the completion of each route

We are committed to the continual safety awareness and preparedness of our drivers. Any driver demonstrating unsafe behaviors resulting in preventable accidents and/or moving traffic violations must not be tolerated.

#### EMPLOYEE LEARNING AND DEVELOPMENT

Launched in 2011 with great success, *ST University* ("STU") is our  interactive training supplement to our more traditional Behind-the-Wheel and Classroom training methods, with a web-based platform that can be accessed from any computer with Internet capability. Employees can login to the learning system with a unique user name and password to view training courses that consist of videos and presentation styled material, covering a wide variety of topics.

The STU courses are created in part with our Company Councils, groups of managers and regional directors selected for their expertise in specific areas including Communications, Safety, Maintenance and Special Needs, to deliver a new and innovative approach to employee training. Teaching leadership, safety and interpersonal skills, STU continues to grow and new courses are constantly being developed for the STU Catalog.

Courses currently being viewed by employees across the country include:

- Autism Spectrum Disorder
- Behavior-Based Safety Training
- Seizure Disorder Awareness
- Morale and Team Building
- Special Needs Bus Evacuations
- Wheelchair Lift Operations
- Anti-Bullying Workshops
- Slips, Trips and Falls
- Fire Prevention and Safety



Our recruiting, training and hiring operations never stop. We understand the key to having enough trained route and backup drivers is to recruit, screen and hire the best and to work hard at retaining our employees by providing a caring, family work environment where they are rewarded and appreciated.

#### **SAFETY REVIEW AND COMPLIANCE AUDITS**

We have implemented a unique program to monitor the safety compliance set forth in our *Safety Policy and Procedures Manual*. This manual and the review process were developed through a collaborative effort between our Safety Council, a team of our most experienced safety and operations professionals, and our insurance provider, National Interstate. Reviews are conducted on-site by National Interstate personnel, our Safety Directors and third-party contractors who inspect company safety practices, as well as the safety culture of each location.

This extensive audit covers nearly 100 items, including the application process, driver qualification files, training records, accident files, vehicle safety and maintenance records, safety equipment, driver retention, overall terminal conditions and manager involvement in safety practices. Reviewers conduct interviews with the managers, drivers, dispatchers and other transportation personnel to evaluate their knowledge of the *Safety Policy and Procedures Manual*, and to see these practices at work. All files are inspected and measured to ensure that company policies are being followed, including the submission of Bus Driver Information Reports at the start of each new school year. These reports will include the driver name, date of birth, dates of license issuance and expiration, bus assignment and the dates and types of training received.

Each Operations Manager is present at the conclusion of the review for a summary of the terminal's strengths and weaknesses. Collectively, the Operations Manager and the reviewers create an action plan to address and correct any areas that are in need of improvement.

#### **STUDENT SAFETY AND MANAGEMENT**

STA believes that a positive experience on the school bus carries into the classroom and nurtures a positive experience at school. Drivers must be compassionate in their management of the students on their bus, while also exhibiting confidence in their control of all aspects of the bus. Drivers are encouraged to establish and maintain a professional and friendly relationship with their passengers.

We understand that each school has specialized and unique disciplinary policies and we will work closely with LOS GATOS to implement a constructive program that is in line with the Town's vision. Drivers can make a positive difference in the lives of the students they transport, and we help prepare drivers to be able to manage any disciplinary situation they may face on the bus by effectively and positively guiding students towards behaving safely.

Pending approval from the Schools, we will provide all drivers with a 2-hour module on behavior management. This program may include:

- Problem Solving
- Reporting
- Telephone Procedures





- Record Keeping
- Discipline/Reward Progression
- Crisis Situation

While traveling on the bus, students are under the direct responsibility of drivers, per the Department of Education and the School's policies and procedures. Drivers are responsible for educating passengers about their responsibilities. Ridership rules and driver responsibilities must be read aloud, including the assignment of seats, making sure that each student clearly understands what is acceptable behavior on the school bus. The reporting of misconduct or corrective action will be done on forms provided to STA by LOS GATOS. The Town's Transportation and Mobility Manager or his/her designee will have the ultimate authority for student disciplinary matters. Drivers will never perform any physical acts of discipline, nor will they remove any student from any bus.

Upon approval from the School, we will offer an in-class educational program to students led by Student Transportation of America bus drivers and school officials to teach the students about school bus safety. Emergency evacuation drills will be included in this program as standard procedure, twice per school year. Our 1-hour program will cover topics such as safety outside the bus, Danger Zones, safely crossing the street, evacuation plans and much more. We will distribute activity books, have a Q&A session, and also provide the students with a letter that they can take home to their parents to share all of the information covered in our program. We will work with the School to perfect this program, and to ensure that students receive all classroom training and evacuation drills as required by the State.

#### **ANTI-BULLYING AWARENESS AND SCHOOL BUS SAFETY**

STA was nationally recognized by Hey U.G.L.Y. (Unique Gifted Lovable You), a non-profit organization that teaches children about peer pressure and bullying, as Company of the Year in 2011 for our company-wide anti-bullying awareness and prevention initiative, "Bullying Stops Here". Each year on the first Monday of October, we ask all of our employees to wear a light or dark blue shirt to work in recognition of Bullying Awareness Month. Signs with anti-bullying messages are posted in all of our buses, and drivers are encouraged to have conversations with their passengers about peer pressure and anti-bullying awareness and prevention initiative, "Bullying Stops Here".

Later in the month of October, we celebrate School Bus Safety Week across the company. Our managers often schedule their monthly safety meeting to be coordinated with Safety Week, and use this opportunity to invite members of their local School Board and other School officials to attend the meeting. Managers can also invite police officers or members of the Highway Patrol to attend and share additional information about road safety. Other events throughout the week include poster contests with local schools and award ceremonies for accident-free and safe driving records.

#### **DRUG AND ALCOHOL ABUSE**

For the health and safety of every employee, drivers shall not use, purchase, sell, possess or be under the influence of alcohol or illegal drugs or any other controlled substances (other than approved prescription



drugs) while engaged in work activities for Student Transportation of America and/or LOS GATOS. Our policies will comply with all requirements and regulations of the Federal Department of Transportation, Department of Health and Human Services, the Drug Free Workplace Program and all School policies.

If an employee is taking a prescribed medication that may in any way affect their ability to work, or to work safely, the employee should report that immediately to their supervisor. Drivers must also provide a physician's note identifying the medication and its possible effects. Student Transportation of America reserves the right to temporarily reassign or change a driver's work assignment during the period that they are taking the prescribed medication.

Applicants for a position will be required to submit to a pre-employment drug and alcohol test to determine whether they are under the influence of alcohol or illegal drugs. In addition, drivers will be subjected to random drug and alcohol testing. When a driver is selected by a random drawing for testing, they will be required to immediately present themselves for testing. Failing of any drug or alcohol tests, or failure to comply with a request to be tested, will be cause for immediate termination. Additionally, if a driver appears to be in an impaired condition on the job, they may be asked to submit to a reasonable suspicion test to determine whether they are under the influence of alcohol or illegal drugs. Refusal to submit to testing will result in immediate termination of employment.

Alcohol and drug abuse may be part of an underlying illness. It is best to seek help for a drug or alcohol problem before it manifests itself in the work place. If an employee believes that they have a problem, they should speak with their supervisor prior to being notified that they have been selected for testing. Any information about alcohol and drug abuse problems will be treated confidentially.

### **Pre-Employment Testing**

Prior to the first time a covered employee performs safety-sensitive functions for Student Transportation of America or the School, the employee will undergo testing for controlled substances. Student Transportation of America will not allow any covered employee to perform safety-sensitive functions unless the covered employee has produced a controlled substances test result from a medical review officer indicating a verified negative test result. *Student Transportation of America will not employ an applicant with a pre-employment test result indicating a verified positive test result.*

### **Post-Accident Testing**

Immediately following, and not to exceed either (8) hours after an accident involving an STA vehicle, we will test the following individuals for alcohol and controlled substances:

- Any covered employee who was performing a safety-sensitive function with respect to the involved vehicle, if the accident involved the loss of a human life.
- Any covered employee who received a citation, under State or local law, for a moving violation arising from the accident **and** when a vehicle is required to be towed from the scene.



- Any covered employee involved in an accident where medical attention is needed at the scene, or when a person(s) is transported to the hospital, **and** when a citation is issued, under State or local law, for a moving violation arising from the accident.
- Any covered employee involved in an accident where there is reasonable suspicion that a citation will be issued, under State or local law, for a moving violation arising from the accident.

### **Random Testing**

Student Transportation of America will randomly select covered employees for alcohol and controlled substances testing during each calendar year, in accordance with applicable Federal law. The minimum annual percentage rate for random alcohol testing shall be 10% of the average number of covered employees, until further notification is received from the Federal Department of Transportation. The minimum annual percentage rate for controlled substances testing shall be 50% of the average number of covered employees, until further notification is received from the Federal Department of Transportation.

The selection of covered employees for random alcohol and controlled substances testing will be made by a scientifically valid method. Under the selection process used, every covered employee will have an equal chance of being tested each time selections are made.

Random tests are unannounced and the dates for administering the random tests are spread reasonably throughout the calendar year. Every covered employee who is notified for random testing will be required to cease to perform safety-sensitive functions and shall immediately proceed to the test site.

### **Reasonable Suspicion Testing**

STA will require a covered employee to submit to an alcohol or controlled substances test, as appropriate, when the employer has reasonable suspicion to believe that the employee has engaged in prohibited conduct involving the use of or influence by alcohol or controlled substances. Our determination that reasonable suspicion exists will be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the covered employee.

Reasonable suspicion observations will be made when Student Transportation of America has been notified by a third party of any employee's suspicious activities concerning the use of illegal drugs and/or alcohol. All complaints, observations, determinations for testing or not testing, and results will be documented. The observations and determination that a reasonable suspicion exists will be made by a supervisor trained in detecting the symptoms of alcohol misuse and use of controlled substances as per Federal regulations.

### **Disciplinary Procedures**

Any employee taking a post-accident or random test, who has a reading of 0.02 on the blood alcohol test (BAT), or who has a positive result on the controlled substance test, will be immediately discharged from employment. Any employee who refuses to take a BAT or a drug test will be immediately discharged.

### Accident Investigation:

Safety is critical to the services that STA provides, and we will work with the Town to address all of the Town's concerns within the program that provides regular and continuous safety instruction. This program will include paid, mandatory monthly safety meetings with all employees.

Our *Safety Leadership Program* teaches not only what an accident is, but why people have them.

Understanding human behavior is an integral part of the Operations Manager's role. Ultimately, they control the safety results of their team because they decide who is hired, how well their employees are trained, and what is or is not acceptable behavior. Each day, the Operations Manager is faced with numerous opportunities to influence their employees and eliminate unsafe behaviors through leading by example. The *Safety Leadership Program* highlights how the Operations Manager's leadership and involvement in reducing unsafe practices has incredible influence across their local team. Consisting of seven interactive CDs and an introduction from STA's Chairman and CEO, Denis Gallagher, the course work is followed by a 60-question exam. The goal of the program is to eliminate accidents and injuries; in order to do that, we utilize this course to provide Operations Managers with a better understanding of what needs to be done to lead the safest transportation team possible.

Whenever a school bus accident occurs, the driver must not leave the immediate vicinity of the bus. Drivers are instructed to use their radio to report the accident, and to keep the dispatcher apprised of the situation. It is the dispatcher's responsibility to provide an immediate oral report to the School's Transportation Office, with a written report submitted within the following 24 hours. A member of the Operations team will respond to the location of the accident and begin the investigation and assist the passengers and drivers.

The written report will include, at a minimum:

- Whether students were loading or unloading the bus
- The identification of the driver and the location of the accident
- Involvement of any other vehicles and the extent of damage, if any
- Whether there are any identifiable injuries
- The name and badge number of any reporting law enforcement officer and corresponding agency

It is our policy to fully investigate any accident involving company personnel and vehicles. We believe strongly that the accident investigation begins at the scene; therefore, certain driver responsibilities must be carried out at the scene of an accident. Drivers who leave the scene of an accident without permission will be subject to corrective action, up to and including termination.

Depending on the severity of the accident, drivers will be expected to follow proper procedures:

- Keep passengers safe (evacuate if necessary; triage injuries)
- Move vehicle off the roadway if vehicle is a safety hazard
- Place warning devices, chock wheels (if required)
- Complete the accident package



- Possess the passenger manifest and seating location
- Submit all documentation immediately

In any discussion regarding accidents, “prevention” must be the keyword. Strict compliance with all laws and regulations of vehicle operation is essential. Moreover, knowledge of and the application of **defensive driving** practices is the true sign of a professional school bus driver.

In the event of a preventable accident, corrective action will be taken in the form of progressive discipline up to and including discharge. A preventable accident is any occurrence involving a company-owned vehicle, which results in damage or an injury, and wherein the driver failed to do **everything** he or she could have done to prevent the accident. A driver involved in a preventable accident may not return to driving duties until all required behind the wheel retraining and counseling has been completed and STA has received the results of the drug and alcohol tests.

When administering discipline for a preventable accident, Student Transportation of America may take one or more of the following steps:

- Accident Evaluation and Driver Counseling
- Retraining
- Discipline will be determined based on severity and/or occurrence

Post-accident drug and alcohol screening will occur in accordance with Student Transportation of America, School and Department of Transportation regulations. The supervisor will be responsible for completing an Accident Evaluation Form, which will be placed in the employee’s personnel file. A record of any retraining and re-evaluation will also be kept with the employee’s file.

**Staffing:**

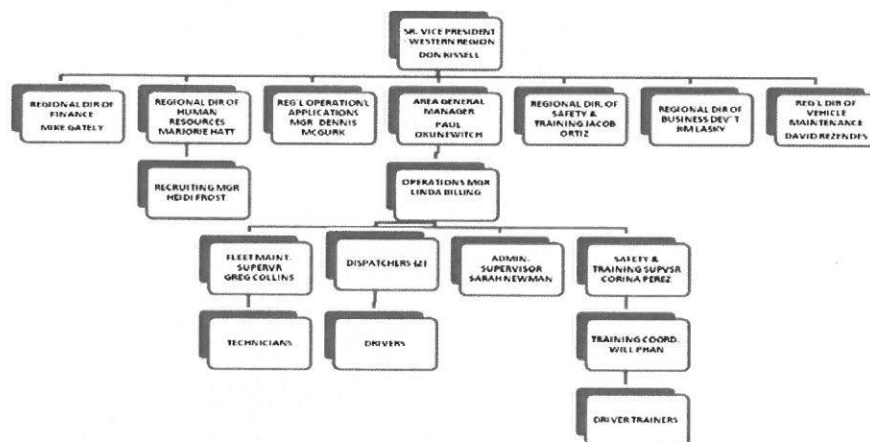
Santa Barbara Transportation Corp has in place an Operations Manager, Linda Billing, to manage the operations of our facility in San Jose. The Operations Manager is responsible for the overall operations including the coordination of STA’s services and operations, and will work with designated Town or District personnel and appropriate school officials. The Operations Manager has full autonomy to make their own decisions about the operations and functionality of the terminal, and will be available to the Customer via a dedicated cell phone line 24 hours a day, 7 days a week. This individual has direct access to STA’s Sr. Vice President, Donald Kissell, as well as our Area General Manager, Paul Okunewitch, who both make themselves available for any issues in which their assistance may be desired. Additionally, Mr. Kissell and Ms. Williams maintain an “Open Door” policy with all customers and are available for any discussions the Town may request.

Field supervision falls within the Safety & Training Supervisor’s area of responsibility. The Safety & Training Supervisor and Training Coordinator conduct field supervision. In addition, our Dispatch and Operations Manager review driver performance on a daily basis with the tools provided by the GPS systems installed on

every bus. With these tools, our Operations team can monitor and review driver adherence to route times, on time performance, adherence to speed limits, etc. Additionally, twice each school year, a Training Supervisor conducts an on-board driver evaluation. An outline of a Road Evaluation was provided in our proposal.

Our goal is to operate a first class transportation system that is safe, efficient and cost effective. We are only successful when our customer is successful and satisfied with our services. We always look to make our services more cost effective. We look at the routing to ensure that routes are optimized. We have achieved a 98% contract renewal rate by keeping our operations within budget and providing the quality of service our districts expect and deserve. Our Dispatchers and Operations Manager are the primary customer service representatives at our San Jose facility. Our staff people are trained to communicate proactively with our customers. If there is a problem with a bus or route being late or a safety concern or other operational issue, our staff will initiate a communication with the Town to identify the issue and the propose solutions. For customer service issues that the Town might initiate, our Operations Manager will be the main point of contact for our organization. Specific concerns that may arise might be, based on the route scheduled times, the bus is arriving too early or too late to the schools. In a case like this, STA staff would review the GPS data, discuss the situation with the driver and perhaps conduct a field visit and make a recommendation to the Town to adjust the route times. Other common inquiries that our staff people receive are calls from parents asking for pickup/drop off locations and stop times. Our Dispatchers primarily handle these communications. Our proposal includes the SafeStop mobile phone app for all parents to use at without additional cost. The SafeStop app will allow parents to view the estimated time of arrival of the bus in near real time (within a minute). The app can also be used to send messages out to users. Examples of messages might be a reminder of an upcoming early dismissal or an advisory of a major traffic tie up that might cause a delay.

The Operations Manager is also responsible for the timely completion and submission of all invoices or reports required by Los Gatos, and will assist the Town in completing all forms and documentation required by Federal, State and local municipalities.



## FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 14<sup>th</sup> day of May, 2020 and amends that certain Contract for Furnishing Student Transportation Services dated September 19, 2018, made by and between the Town of Los Gatos, ("Town,") and the Santa Barbara Transportation Corp. DBA Student Transportation of America. ("STA")

### RECITALS

- A. Town and STA entered into a Contract for Furnishing Student Transportation Services Agreement on September 19, 2018, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Contract for Furnishing Student Transportation Services Agreement to address a changed service environment created by COVID-19.
- C. As a result of COVID-19 the Superintendents of Schools shut schools for the health and safety of students effective on or about March 13, 2020 and consistent with language in section 5. iii. of the Agreement.
- D. The Town desires to ensure continuity of bus service at the point in the future when schools resume and is willing to provide compensation to STA outside of contractual obligations, as described further below.
- E. In partnering together, the Town and STA will mutually benefit from the amended terms as identified herein.

### AMENDMENT

Section 5. Basis for Provider Compensation is amended to add the following:

- c. A reduction of 10% from the daily cost of service will be provided to the Town for all service days between March 13 and the scheduled final day of school for the 2019-2020 school year, and the Town will pay said amount, notwithstanding the fact that actual service is not provided, subject to the following:
  - i. Compensation reflects ongoing operational costs of STA, including driver retention, and savings realized due to reduced bussing, such as fuel savings.
  - ii. STA will ensure that all drivers last providing service to the Town or Town approved replacement drivers be placed on payroll. Compensation will be reduced by the rate for each driver for each day the drivers are not on payroll, effective March 13, 2020. If no drivers are retained on payroll, no compensation shall be made to STA.
  - iii. With each invoice, STA shall provide certified payroll for each driver,

- mechanic, and administrative staff that fully or partially serve the Town contract.
- iv. STA shall provide a staffing table for the San Jose operations that reflects service prior to and during the shutdown, listing each position and hours worked in addition to changes in each position's hours worked that is anticipated with execution of this amendment.
- v. STA will provide a guarantee that, upon re-opening of schools, the Town will receive priority service, including driver preference for those drivers previously servicing the Town account and service preference in the case of staffing shortages over other customers that did not provide compensation during school closure.

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

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

Town of Los Gatos

Service Provider by:

DocuSigned by:  
 By: Laurel Prevetti 5/29/2020  
 Laurel Prevetti, Town Manager

By: Ken Pittman  
 Print Name, Title  
 Ken Pittman, VP of Operations

Department Approval:

DocuSigned by:  
Matt Morley 5/14/2020  
 Matt Morley  
 Director of Parks and Public Works

Approved as to Form:

Attest:

DocuSigned by:  
Robert W. Schultz 5/26/2020  
 Robert Schultz, Town Attorney

DocuSigned by:  
Shelley Neis 5/29/2020  
 Shelley Neis, MMC, CPMC  
 Town Clerk





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 06/16/2020

ITEM NO: 15

DESK ITEM

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DATE: June 16, 2020  
TO: Mayor and Town Council  
FROM: Laurel Prevetti, Town Manager  
SUBJECT: Postpone the Extension of School Bus Service with Santa Barbara Transportation Corporation Doing Business as Student Transportation of America for the 2020/21 School Year

REMARKS:

Attachment 4 contains public comment received between 11:01 a.m. Thursday, June 11, 2020 and 11:01 a.m. Monday, June 15, 2020.

Attachment 5 contains the preliminary draft of Survey 4 Report.

Attachments Previously Received with Staff Report:

1. Draft Second Amendment to the Agreement with STA
2. Agreement with STA
3. First Amendment to the Agreement with STA

Attachments with Desk Item:

4. Public comments received between 11:01 a.m. Thursday, June 11, 2020 and 11:01 a.m. Monday, June 15, 2020.
5. School Bus Pilot Program Survey 4 Preliminary Report

PREPARED BY: Ying Smith  
Transportation and Mobility Manager

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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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**From:** Carolina Olavarria Jackson

**Date:** June 13, 2020 at 3:53:58 PM PDT

**To:** Marcia Jensen <[MJensen@losgatosca.gov](mailto:MJensen@losgatosca.gov)>, BSpector <[BSpector@losgatosca.gov](mailto:BSpector@losgatosca.gov)>, Rob Rennie <[RRennie@losgatosca.gov](mailto:RRennie@losgatosca.gov)>, Marico Sayoc <[MSayoc@losgatosca.gov](mailto:MSayoc@losgatosca.gov)>

**Cc:** David Jackson

**Subject:** Our support to the School Bus Service

Dear Council Members of Los Gatos,

This is to express our support for the continuation of the school bus service for the next school year. Both our kids (one in Fisher and one at the High School) have used this service since it started and it has made a huge positive impact in our lives.

The recent survey sent has caused some serious concerns. It seems to be written in such a way to get parents to worry and answer NO to our children riding the bus. Of course we will always put our children's safety first. If the COVID situation does not show signs of improvement, then schools will remain closed and our kids will not be taking the bus.

When or if schools reopen, we will all have to take the necessary measures to maintain a safe environment. Here are some ideas:

- \* Our kids will wear their masks on the bus, stay in their assigned seats and bring a book to minimize conversations.
- \* I don't see why the busses cannot be wiped before and after the service. Kids can bring their own wipes and clean their seats themselves if necessary.
- \* Most days, there are enough seats open so that each kid can ride in their own seat, by a window. Even more so if schools reopen on a hybrid basis.

There are measures that can be taken to safely ride the bus in this new reality that all of us are forced to live in. Without a bus service, parents will have to carpool, so there will be absolutely no social distance there!

Our Town Council has already approved this service. Please, continue to support the school bus service.

Sincerely,

Carolina and David Jackson

**From:** Holly Bins  
**Sent:** Friday, June 12, 2020 3:23 PM  
**To:** Council <[Council@losgatosca.gov](mailto:Council@losgatosca.gov)>  
**Subject:** Support for the School Bus Service

Dear Council Members of Los Gatos,

I am writing to express my continued support for the school bus service for the upcoming 2020-21 school year. Our three children have ridden the school bus since the service's inception. The ease of use, decreased traffic congestion, and independence building in our children prompts me to write this letter of support.

The Town Staff sent out another survey to determine the community's desire and willingness to continue the bus service in light of the current COVID-19 pandemic. The survey questions were written to determine how willing we were to risk the lives of our children and households if the school bus service does not practice common COVID-19 safety parameters.

The bias of these queries leads our community to question the Town staff's intent and desire to quash a service that our Town Council already approved.

I strongly believe that our Town Council can both keep its promise to provide this valuable service to the families as well as practice COVID-19 safety parameters.

Please continue to support the school bus service.

Respectfully,

Holly Bins

# School Bus Pilot Program Survey 4 Preliminary Report



## A. Background

In light of COVID-19, school districts in Los Gatos are evaluating school reopening scenarios. At this time, there isn't sufficient information on the school reopening scenarios. We also do not know the details on school bus cleaning and social distancing requirements.

### Purpose

The Town is soliciting feedback from existing customers and other parents to help better understand customer needs for the upcoming school year, in light of the COVID-19 conditions.

The survey included 11 questions with the targeted subjects being both the current school bus riders and non-riders. These two groups were directed to different questions per the flow chart (Appendix A). The questions were prepared to:

- Solicit feedback from existing and potential customers
- Assess demand in light of COVID-19 conditions
- Understand concerns with social distancing and vehicle cleaning expectations

### Survey Period

June 9-June 14, 2020

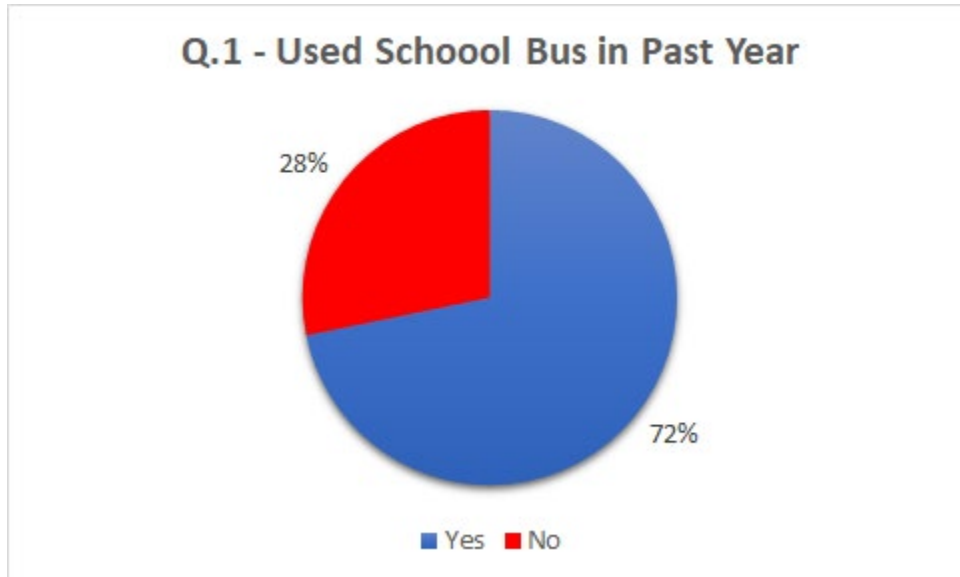
### Survey Mechanism

The survey was administered online through SurveyMonkey. The link was sent to the current customers via emails and to the larger Los Gatos Union School District community. The survey was also posted on the School Bus Pilot page on the Town's website. A total of 85 responds were received. The survey questions can be found in Appendix B.

## B. Survey Responses

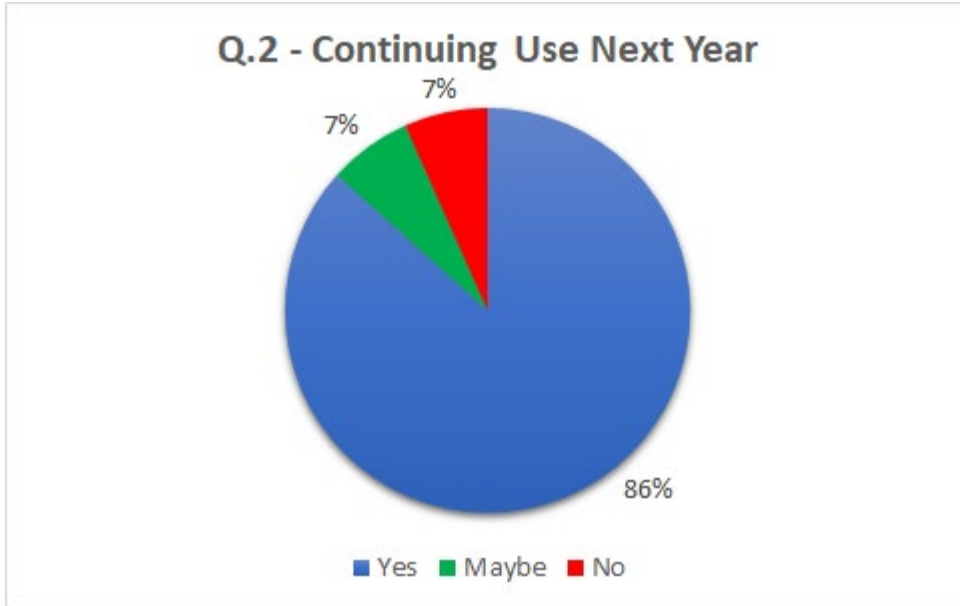
**Q1. Do you have one or more students using the TLG school bus service in the past year?**

Answer Choices	Response Percent	Responses
Yes	71.76%	61
No	28.24%	24
	Answered	<b>85</b>



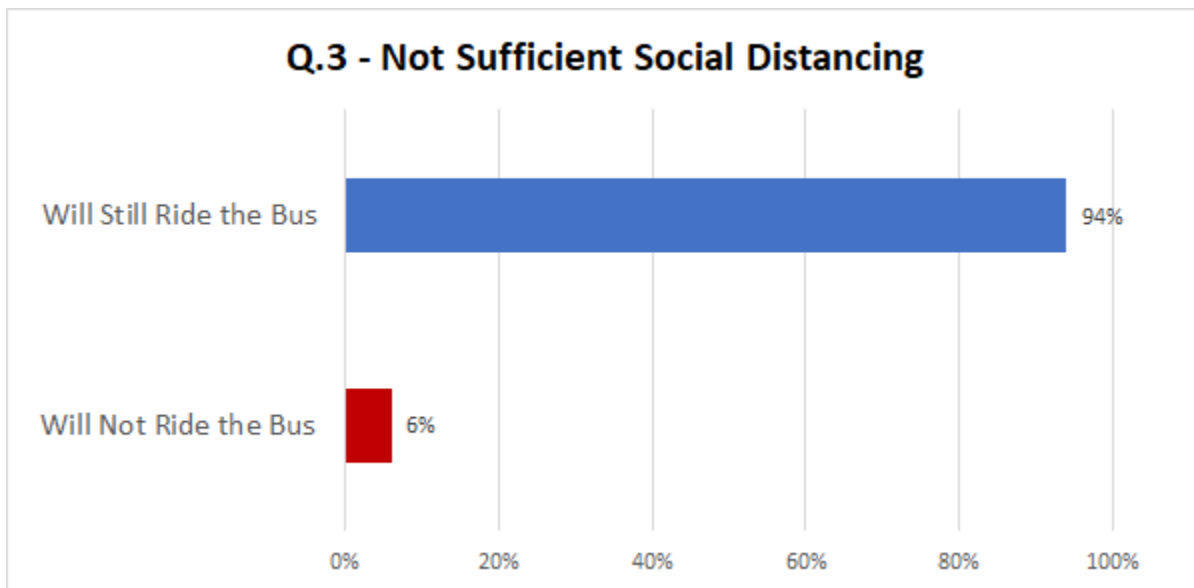
**Q2. Do you plan on continuing to use the service in the next school year? (Current customers only)**

Answer Choices	Response Percent	Responses
Yes	86.67%	52
Maybe	6.67%	4
No	6.67%	4
	Answered	<b>60</b>



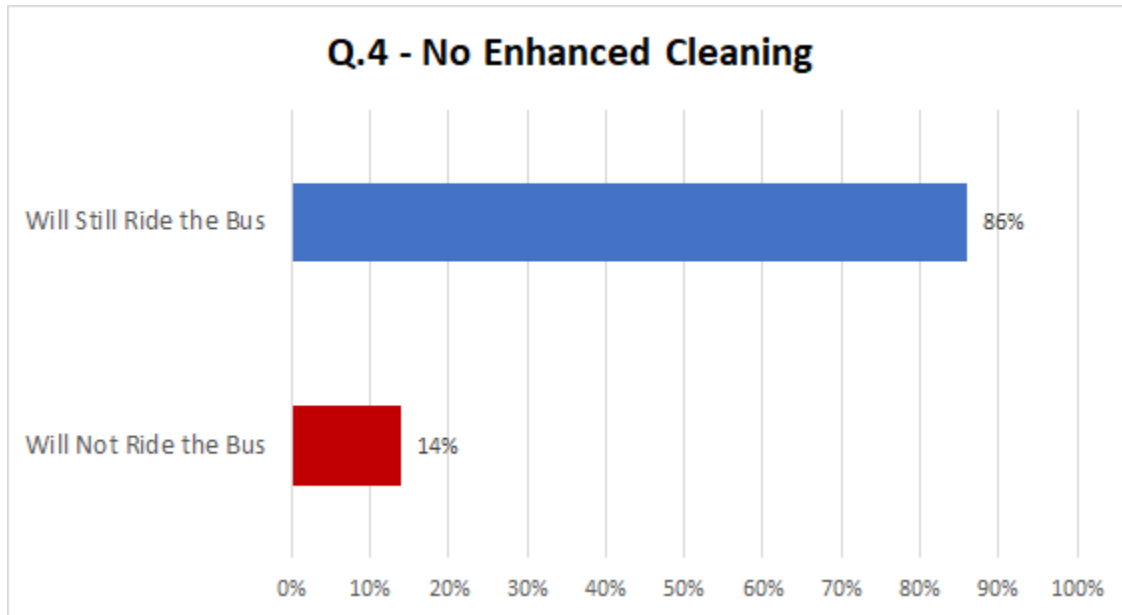
**Q3. If we are not able to provide six-foot social distance on the bus, will this affect your decision?**

Answer Choices	Response Percent	Responses
I will not have my child(ren) ride the bus next year.	5.88%	3
I will still have my child(ren) ride the bus next year.	94.12%	48
	Answered	<b>51</b>



**Q4. We do not know if the contractor can provide enhanced cleaning on the buses. Will this affect your decision?**

Answer Choices	Response Percent	Responses
I will not have my child(ren) ride the bus next year.	13.46%	7
I will still have my child(ren) ride the bus next year.	86.54%	45
	Answered	<b>52</b>



**Q5. What are your concerns?**

Answer Choices	Response Percent	Responses
Depends on how well you will handle social distancing and vehicle cleaning	0.00%	0
Depends on what the school bell schedule looks like	75.00%	3
I don't have enough information to make a decision	25.00%	1
We can't commit to an annual subscription	0.00%	0
	Answered	<b>4</b>

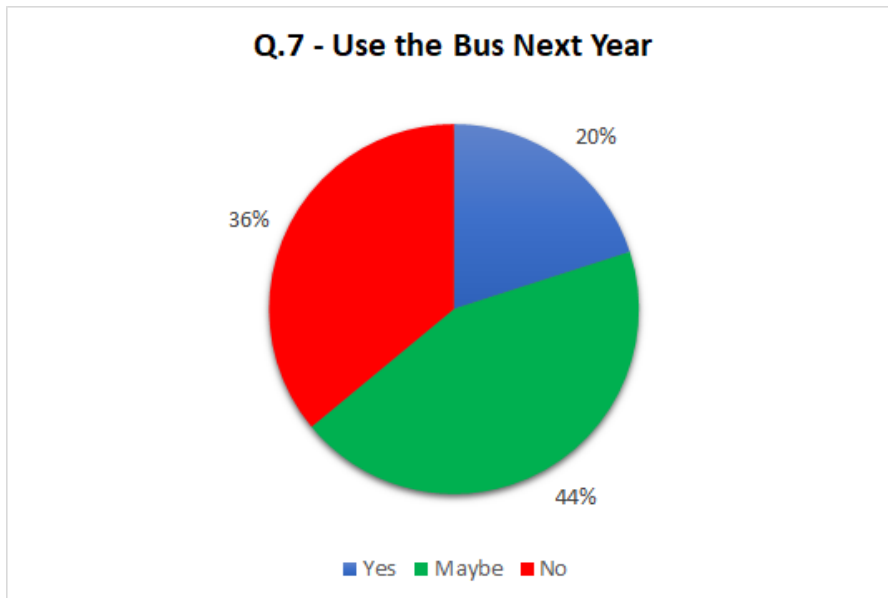
**Q6. If not, what are the reasons?**

Answer Choices	Response Percent	Responses
We no longer need the service because our child(ren) has(ve) graduated from the previous school	50.00%	2

We used the service in the past but it was not convenient or did not meet our needs	0.00%	0
I am not comfortable having my child(ren) to ride the bus due to COVID-19	50.00%	2
We don't need the service due to the changes with school reopening	0.00%	0
I don't have enough information to make a decision	0.00%	0
Other, please specify	0.00%	0
	Answered	4

**Q7. Do you plan on having your child(ren) ride the bus in the next school year?** (Potential customers)

Answer Choices	Response Percent	Responses
Yes	20.00%	5
Maybe	44.00%	11
No	36.00%	9
	Answered	25



**Q8. If we are not able to provide six-foot social distance on the bus, will this affect your decision?**

Answer Choices	Response Percent	Responses
I will not have my child(ren) ride the bus next year.	0.00%	0
I will still have my child(ren) ride the bus next year.	100.00%	4
	Answered	4

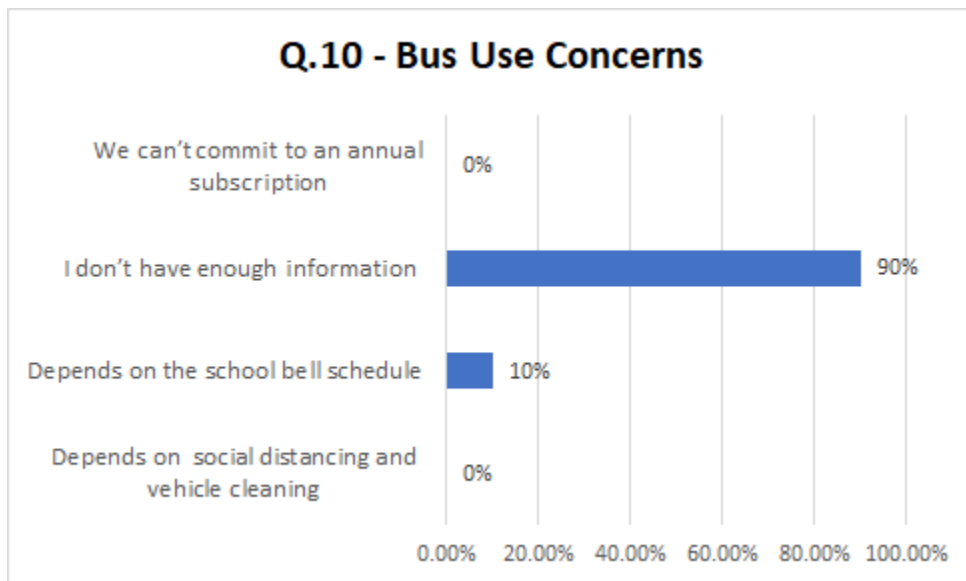


**Q9. We do not know if the contractor can provide enhanced cleaning on the buses. Will this affect your decision?**

Answer Choices	Response Percent	Responses
I will not have my child(ren) ride the bus next year.	0.00%	0
I will still have my child(ren) ride the bus next year.	100.00%	4
	Answered	4

**Q10. What are your concerns?**

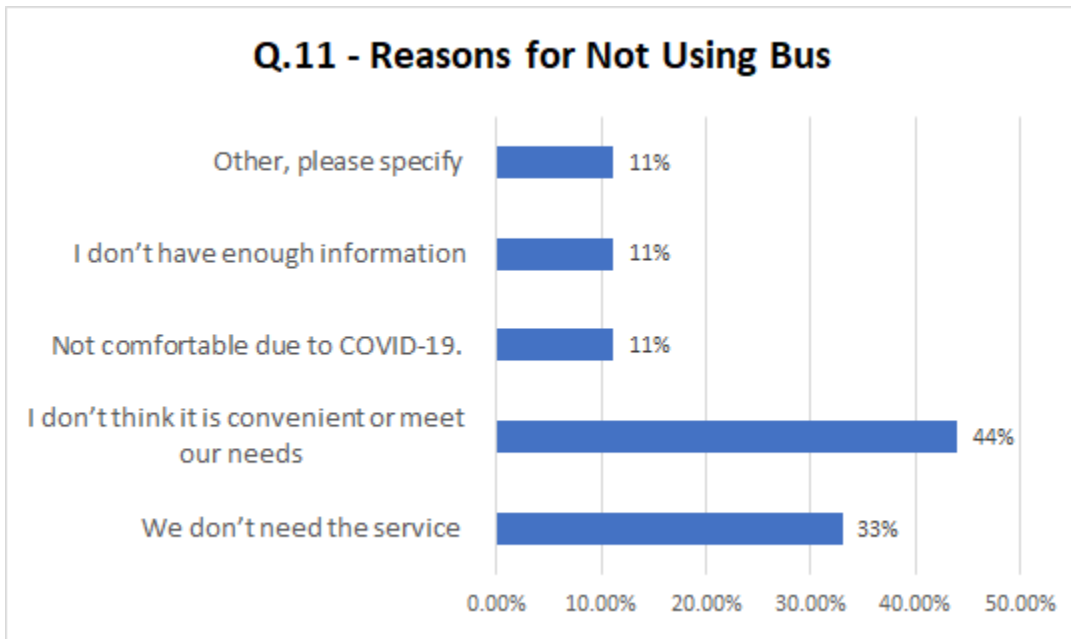
Answer Choices	Response Percent	Responses
Depends on social distancing and vehicle cleaning	0.00%	0
Depends on the school bell schedule	10.00%	1
I don't have enough information	90.00%	9
We can't commit to an annual subscription	0.00%	0
	Answered	10



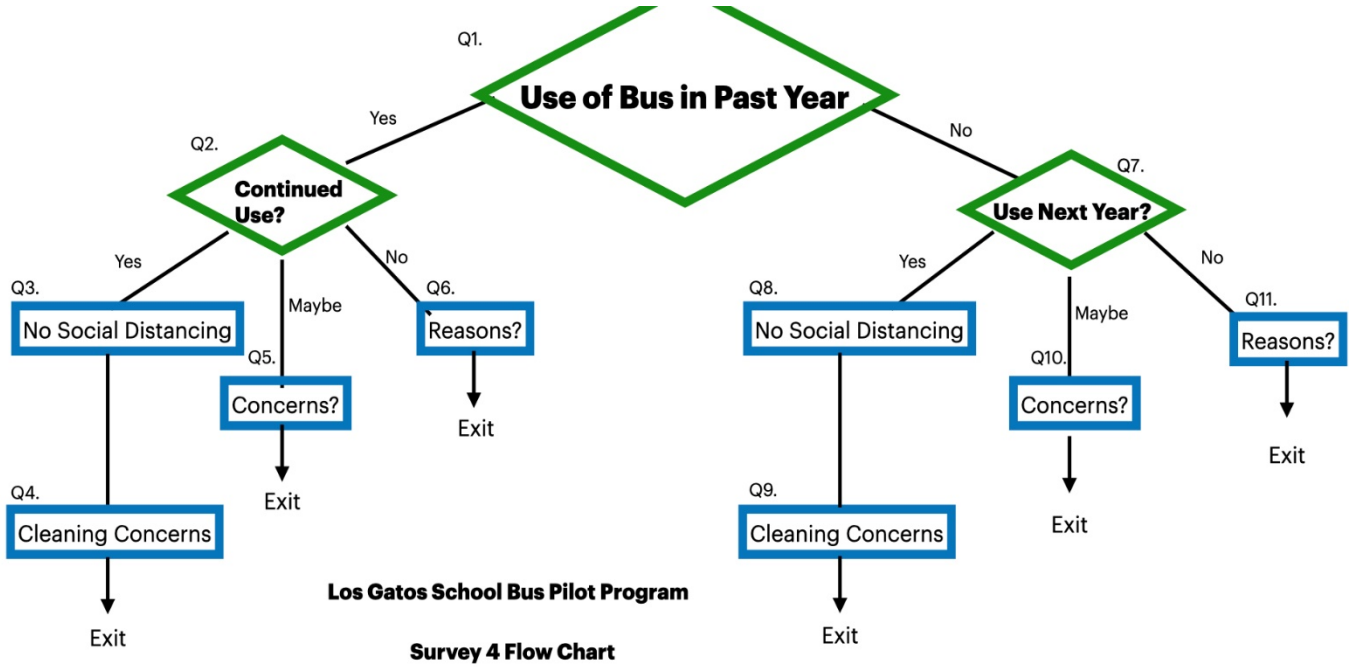
**Q11. If not, what are the reasons?**

Answer Choices	Response Percent	Responses
We don't need the service	33.00%	3
I don't think it is convenient or meet our needs	44.00%	4
Not comfortable due to COVID-19.	11.11%	1
I don't have enough information	11.11%	1

Other, please specify	11.11%	1
	Answered	9



# Appendix A – Flow Chart



## Appendix B - Survey Questions

**1. Do you have one or more students using the TLG school bus service in the past year?**

Y – Q2

N – Q7

**2. Do you plan on continuing to use the service in the next school year?**

Y – Q3

Maybe, it depends – Q5

N – Q6

**3. If we are not able to provide six-foot social distance on the bus, will this affect your decision?**

I will not have my child(ren) ride the bus next year.

I will still have my child(ren) ride the bus next year.

**4. We do not know if the contractor can provide enhanced cleaning on the buses.**

Will this affect your decision?

I will not have my child(ren) ride the bus next year.

I will still have my child(ren) ride the bus next year.

**5. What are your concerns?**

Depends on how well you will handle social distancing and vehicle cleaning

Depends on what the school bell schedule looks like

I don't have enough information to make a decision

We can't commit to an annual subscription

**6. If not, what are the reasons?**

We no longer need the service because our child(ren) has(ve) graduated from the previous school

We used the service in the past but it was not convenient or did not meet our needs

I am not comfortable having my child(ren) to ride the bus due to COVID-19

We don't need the service due to the changes with school reopening

I don't have enough information to make a decision

Other, please specify

**7. Do you plan on having your child(ren) ride the bus in the next school year?**

Y – Q8

Maybe, it depends – Q10

N – Q11

**8. If we are not able to provide six-foot social distance on the bus, will this affect your decision?**

I will not have my child(ren) ride the bus next year.

I will still have my child(ren) ride the bus next year.

**9. We do not know if the contractor can provide enhanced cleaning on the buses.**

Will this affect your decision?

I will not have my child(ren) ride the bus next year.

I will still have my child(ren) ride the bus next year.

**10. What are your concerns?**

We could use the service but it depends on how well you will handle social distancing and vehicle cleaning

We could use the service but it depends on what the school bell schedule looks like

I don't have enough information to make a decision

We can't commit to an annual subscription

**11. If not, what are the reasons?**

We don't need the service

We could use the service but I don't think it is convenient or meet our needs

We could use the service but I am not comfortable having my child(ren) to ride the bus due to COVID-19.

I don't have enough information to make a decision

Other, please specify