



**TOWN OF LOS GATOS
TOWN COUNCIL MEETING
JANUARY 17, 2017
110 EAST MAIN STREET
LOS GATOS, CA**

Marico Sayoc, Mayor

Rob Rennie, Vice Mayor

Marcia Jensen, Council Member

Steven Leonardis, Council Member

Barbara Spector, Council Member

PARTICIPATION IN THE PUBLIC PROCESS

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 Clerk Administrator. 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

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 2nd and 4th Mondays at 7:00 p.m.

Live & Archived Council Meetings can be viewed by going to:

www.losgatosca.gov/Councilvideos

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
TOWN COUNCIL MEETING
JANUARY 17, 2017**

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

Eli Youssef, Hillbrook School

PRESENTATIONS

Board/Commission/Committee (end of term commendations)

Small Business, Big Applause - Los Gatos Company

CLOSED SESSION REPORT

COUNCIL/TOWN MANAGER REPORTS

CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION) *(Before the Town Council acts on the consent agenda, any member of the public or Town Council may request that any item be removed from the consent agenda. At the Mayor's discretion, items removed from the consent calendar may be considered either before or after the Public Hearings portion of the agenda)*

- 1 Approve Council Minutes of December 13, 2016
 - a. Special Meeting Minutes 5:30 p.m.
 - b. Special Meeting Minutes 7:00 p.m.[Staff Report - 5:30 pm Meeting](#)
[Staff Report - 7 pm Meeting](#)
- 2 Approve Council Closed Session Meeting Minutes of December 15, 2016.
[Staff Report](#)
- 3 Approve Council minutes of December 20, 2016
[Staff Report](#)
- 4 Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion accepting the work of Intermountain Slurry Seal and authorize recording by the Clerk Administrator for PPW Job Numbers 15-811-9901 Annual Street Repair and Resurfacing project and 15-811-9903 Pavement Rehabilitation – Crack Seal project.
[Staff Report](#)

[Attachment 1 - Certificate of Acceptance and Notice of Completion](#)

- 5 Adopt a new agreement and authorize the Town Manager to execute the agreement with the Kiwanis Club of Los Gatos to provide operation of the Fiesta de Artes Art Festival to be held each August on North Santa Cruz Avenue and West Main Street.
[Staff Report](#)
[Attachment 1 - Fiesta de Artes Existing Agreement](#)
[Attachment 2 - Draft New Agreement with Fiesta de Artes \(with Exhibit A\), redline version](#)
[Attachment 3 - Draft New Agreement with Fiesta de Artes](#)
- 6 Adopt a resolution accepting the dedications and approving the parcel map for 15975 Union Avenue.
[Staff Report](#)
[Attachment 1 - Union Ave Resolution](#)
[Attachment 2 - Parcel Map for 15975 Union Avenue](#)
[Resolution 2017-001](#)
- 7 Authorize the Town Manager to execute a Second Amendment to the Contracting Agreement with Trinity Source Group, Inc. to provide additional compensation for groundwater monitoring services in an amount of \$17,628, for a total agreement amount not to exceed \$62,430.
[Staff Report](#)
[Attachment 1 - Proposed Second Amendment to Agreement](#)
[Attachment 2 - First Amendment to Agreement](#)
[Attachment 3 - Agreement](#)
- 8 Approve the response to the Santa Clara County Civil Grand Jury's request dated December 21, 2016 for additional information regarding the Town's actions relative to the Grand Jury's 2011-12 Pension and Other Post-Employment Benefits (OPEB) Report.
[Staff Report](#)
[Attachment 1 - Request from the 2016-2017 Santa Clara County Civil Grand Jury, including the Town's 2012 response](#)
[Attachment 2 - Proposed 2017 Response to the Santa Clara County Civil Grand Jury](#)
- 9 Authorize the Town Manager to enter into an agreement with Peelle Technologies for software licensing and related services.
[Staff Report](#)
[Attachment 1 - Agreement](#)
[Attachment 1 - Exhibits A and B](#)

VERBAL COMMUNICATIONS *(Members of the public may address the Town Council on any matter that is not listed on the agenda. Unless additional time is authorized by the Town Council, remarks shall be limited to three minutes.)*

PUBLIC HEARINGS *(Applicants/Appellants and their representatives may be allotted up to a total of ten 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 five minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.)*

- 10 Conduct a public hearing to consider objections to the Abatement List and order abatement of

hazardous vegetation (weeds).

[Staff Report](#)

[Attachment 1 - 2017 Weed Abatement Program Commencement Report](#)

[Attachment 2 - Resolution](#)

[Attachment 3 - Affidavit of Mailing](#)

[Desk Item](#)

[Attachment 4 - Correspondence](#)

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

11 Cut Through Traffic Project 813-0229

A. Provide direction on next steps to address summer cut through traffic, including direction for the summer of 2017 and potential future capital projects.

B. Approve a budget adjustment and the appropriation of \$9,908 from the Traffic Impact Mitigation Fund to the Cut Through Traffic Project 813-0229.

C. Authorize the Town Manager to execute an Agreement with W-Trans for engineering consulting services in an amount not to exceed \$66,000.

[Staff Report](#)

[Attachment 1 - Highway 17 On-Ramp Extended Closure Observations](#)

[Attachment 2 - Traffic Volume Data Comparison](#)

[Desk Item](#)

[Attachment 3 - Correspondence](#)

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

Writings related to an item on the Town Council meeting agenda distributed to members of the Council within 72 hours of the meeting are available for public inspection at the front desk of the Los Gatos Town Library, located at 100 Villa Avenue, and are also available for review on the official Town of Los Gatos website. Copies of desk items distributed to members of the Council at the meeting are available for review in the Town Council Chambers

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 1a

**DRAFT
MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
DECEMBER 13, 2016**

The Town Council of the Town of Los Gatos conducted a Special Meeting on Tuesday, December 13, 2016, at 6:00 p.m. to conduct Board, Commission, and Committee interviews.

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Marcia Jensen, Council Member Steve Leonardis, Council Member Barbara Spector.

Absent: None

BOARD/COMMISSION/COMMITTEE INTERVIEWS – 5:30 P.M.

Interview applicants for the vacant positions on Town Boards, Commissions, and Committees

| | |
|---|-----------------------------|
| Arts and Culture Commission (ACC) | (1 vacancy, 5 applicants) |
| Bicycle and Pedestrian Advisory Commission (BPAC) | (4 vacancies, 8 applicants) |
| Building Board of Appeals (BOA) | (2 vacancies, 1 applicant) |
| Community and Senior Services Commission (CSSC) | (4 vacancies, 5 applicants) |
| General Plan Committee (GPC) | (2 vacancies, 2 applicants) |
| Historic Preservation Committee (HPC) | (1 vacancy, 2 applicants) |
| Library Board (LIB) | (1 vacancy, 1 applicant) |
| Parks Commission | (2 vacancies, 4 applicants) |
| Personnel Board | (2 vacancies, 3 applicants) |
| Planning Commission (PC) | (1 vacancy, 5 applicants) |
| Transportation and Parking Commission (T&P) | (2 vacancies, 7 applicants) |

Interviews were held for the following: Building Board of Appeals, Library Board, General Plan Committee, and Historic Preservation Committee.

Interviews to be continued at the 7:00 p.m. Special Meeting of the Town Council.

ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Attest:

Shelley Neis, Clerk Administrator



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 1b

**DRAFT
MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
DECEMBER 13, 2016**

The Town Council of the Town of Los Gatos conducted a Special Meeting on Tuesday, December 13, 2016, to hold a Special Meeting at 7:00 p.m.

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

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Marcia Jensen, Council Member Steve Leonardis, Council Member Barbara Spector.

Absent: None

PLEDGE OF ALLEGIANCE

Mayor Sayoc led the Pledge of Allegiance. The audience was invited to participate.

VERBAL COMMUNICATIONS

None.

CERTIFICATION OF MUNICIPAL ELECTION

1. Adopt resolution certifying the November 8, 2016 Los Gatos General Municipal Election and declaring the election results

MOTION: **Motion by Council Member Steve Leonardis to certify the results of the November 8, 2016 Los Gatos General Municipal Election and declaring the results. Seconded by Vice Mayor Rob Rennie.**

VOTE: **Motion passed unanimously.**

SWEARING IN OF NEW COUNCIL

Santa Clara County Supervisor Mike Wasserman led the swearing ceremony for Council Members Marcia Jensen and Barbara Spector.

BOARD/COMMISSION/COMMITTEE INTERVIEWS (continued from 5:30 p.m.)

Interview applicants for the vacant positions on Town Boards, Commissions, and Committees

| | |
|---|-----------------------------|
| Arts and Culture Commission (ACC) | (1 vacancy, 5 applicants) |
| Bicycle and Pedestrian Advisory Commission (BPAC) | (4 vacancies, 8 applicants) |
| Building Board of Appeals (BOA) | (2 vacancies, 1 applicant) |
| Community and Senior Services Commission (CSSC) | (4 vacancies, 5 applicants) |
| General Plan Committee (GPC) | (2 vacancies, 2 applicants) |
| Historic Preservation Committee (HPC) | (1 vacancy, 2 applicants) |
| Library Board (LIB) | (1 vacancy, 1 applicant) |
| Parks Commission | (2 vacancies, 4 applicants) |
| Personnel Board | (2 vacancies, 3 applicants) |
| Planning Commission (PC) | (1 vacancy, 5 applicants) |
| Transportation and Parking Commission (T&P) | (2 vacancies, 7 applicants) |

Recess at 8:40 p.m.

Reconvened at 8:54 p.m.

BOARD/COMMISSION/COMMITTEE APPOINTMENTS

2. Appoint applicants for the vacant positions on Town Boards, Commissions, and Committees

- Arts and Culture Commission
 - Ellis Weeker was reappointed.
- Bicycle and Pedestrian Advisory Commission
 - Maryann Gustafson-Sawyer was appointed.
 - David Lancelot was appointed.
 - Amy Leonard was appointed.
 - Jeff Loughridge was re-appointed.
- Building Board of Appeals
 - Chris Ray was appointed.
- Community and Senior Services Commission
 - Ray Blockie was appointed.
 - Maureen Heath was appointed.
 - Lydia Norcia was appointed.
 - Tom Picraux was re-appointed.
- General Plan Committee
 - No appointment was made.

Appointments to Boards, Commissions, and Committees – continued

- Historic Preservation Committee
 - Nancy Derham was appointed.
- Library Board
 - John Housley was appointed.
- Parks Commission
 - Mike Buncic was re-appointed.
 - Sandy Gordon was re-appointed.
- Planning Commission
 - Kathryn Janoff was appointed.
- Transportation and Parking Commission
 - Brigitte Ballingall was appointed.
 - Natalie Ladd was re-appointed.

ADJOURNMENT

The meeting adjourned at 9:03 p.m.

Attest:

Shelley Neis, Clerk Administrator



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 2

**DRAFT
MINUTES OF THE SPECIAL CLOSED SESSION TOWN COUNCIL MEETING
DECEMBER 15, 2016**

The Town Council of the Town of Los Gatos conducted a Special Closed Session Meeting on Thursday, December 15, 2016, at 4:15 p.m.

CLOSED SESSION CALLED TO ORDER AT 4:20 P.M.

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Marcia Jensen, Council Member Steve Leonardis, Council Member Barbara Spector.

Absent: None

VERBAL COMMUNICATIONS

None.

CLOSED SESSION ITEMS:

CS-1 CONFERENCE WITH LABOR NEGOTIATOR (*Government Code Section 54957.6*)

Town Negotiators (Lead):

Laurel Prevetti, Town Manager

Lisa Velasco, Human Resources Director

Employee Organizations:

Unrepresented Groups

CS-2 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (*Government Code Section 54956.9[d][1]*)

Eden Housing Inc., Summerhill Homes LLC, and Grosvenor USA Limited v. Town of Los Gatos

ADJOURNMENT

The meeting adjourned at 5:21 p.m.

Submitted by:

Attest:

Laurel Prevetti, Town Manager

Shelley Neis, Clerk Administrator



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2016

ITEM NO: 3

**DRAFT
MINUTES OF THE TOWN COUNCIL MEETING
DECEMBER 20, 2016**

The Town Council of the Town of Los Gatos conducted a Regular Meeting on Tuesday, December 20, 2016, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Marico Sayoc, Vice Mayor Rob Rennie, Council Member Marcia Jensen, Council Member Steve Leonardis, Council Member Barbara Spector.

Absent: None

PLEDGE OF ALLEGIANCE

Francesca Palmer led the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

Mayor Sayoc presented a Small Business, Big Applause Commendation to the Butter Paddle. Auxiliary members accepted the Commendation.

COUNCIL/TOWN MANAGER REPORTS

Council Matters

- Council Member Steve Leonardis stated he attended the West Valley Sanitation District (WVSD) Board of Directors Closed Session meeting, and the Treatment Plant Advisory Committee meeting.
- Mayor Marico Sayoc congratulated Council Member Spector and Council Member Jensen on their successful re-election for four year terms.
- Council Member Marcia Jensen thanked the community members for their support, stated she and Mayor Sayoc attended the Council Policy Committee meeting, and she attended two transportation meetings as the Town representative for the Valley Transportation Authority (VTA) Policy Advisory Committee and Highway 85 Committee.
- Vice Mayor Rob Rennie congratulated Council Members Spector and Jensen on their re-election, stated he and Mayor Sayoc attended the swearing in of the City of Cupertino and City of Saratoga mayors, the Valley Transportation Authority Policy Advisory Committee meeting as an observer, Assemblyman Low's celebration of public service lunch with Mayor Sayoc and Council Member Leonardis, the LAFCO Commission meeting as an alternate observer, presented at the Los Gatos Kiwanis about the Silicon Valley Clean Energy Authority, and attended the Silicon Valley Clean Energy Authority meeting.
- Council Member Barbara Spector thanked the community members for their support.

Manager Matters

- Reminded Council and the public that most Town offices will be closed Friday, December 23, 2016 through Monday, January 2, 2017, and that the Library will be open December 27 through December 29, 2016.

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

1. Approve Council Study Session Minutes of December 6, 2016.
2. Approve Council minutes of December 6, 2016.
3. Reaffirmation of the Los Gatos Town Council Code of Conduct.
4. Adopt Council Committee Appointments effective January 1, 2017.
5. Approve a labor agreement between the Town of Los Gatos and the Town Employees Association (TEA) for the period of July 1, 2016 through June 30, 2018 and authorize the Town Manager to execute the Memorandum of Understanding.
- 5A. Approve salary increases for unrepresented Management, Confidential, and Temporary/Hourly employees.
6. Authorize the Town Manager to execute an agreement with Monarch Consulting Arborists LLC to provide services as a Consulting Arborist to the Town.
7. Authorize the Town Manager to execute a subordination agreement with River City Bank in conjunction with the Credit Agreement to provide financing for the Silicon Valley Clean Energy (SVCE) Authority.
8. Authorize the Town Manager to execute a First Amendment to the Agreement for Services (Attachment 1) with Cintas Corporation No. 2 to provide additional compensation for unanticipated emergency repair work in an amount of \$14,490, for a total agreement amount not to exceed \$61,203.
9. Adoption of a Resolution to accept a donation from Barbara Spector for infrastructure purposes. **RESOLUTION 2016-067**

MOTION: **Motion by Vice Mayor Rob Rennie to approve Consent Items 1 through 9. Seconded by Council Member Steve Leonardis.**

VOTE: **Motion passed unanimously for Items 1 through 8. Council Member Barbara Spector recused from Item 9.**

VERBAL COMMUNICATIONS

Angelia Doerner

- Commented on the traffic and safety issue at Highway 9 and Santa Cruz Avenue intersection and expressed that a stoplight or something should be installed at Massol and Highway 9.

John Shepardson

- Commented on the Town budget regarding unfunded liabilities and pensions.

PUBLIC HEARINGS

10. Consider an appeal of a Planning Commission decision denying a request to construct a single-family residence on property located at 16362 Hilow Road zoned R1:8. APN 32-04-082. **RESOLUTION 2016-069**

Joel Paulson, Director of Community Development, presented the staff report.

Opened Public Comment.

Valy Jalalian, appellant and Mike Brown, appellant representative

- Commented on the basis for the appeal.

Angelia Doerner

- Commented in opposition to the project.

David Zirl

- Commented in support of the project.

Ehab Youssef

- Commented in support of the project.

Samuel Weidman

- Commented in opposition to the project.

William Schwartz

- Commented in support of the project.

Joey Dorset

- Commented in support of the project.

Ronald Deering

- Commented in support of the project.

Public Hearing Item #10 – continued

Susan Buxton

- Commented in opposition to the project.

Craig Ford

- Commented in support of the project.

Jason Halladay

- Commented in support of the project.

Whitney Halladay

- Commented in support of the project.

Jim Mongiello

- Commented in support of the project.

Roy Moses

- Commented in opposition to the project.

Julianne and Marinna Wagner

- Commented in opposition to the project.

Deborah Wagner

- Commented in opposition to the project.

Cindy Schneider

- Commented in opposition to the project.

Gerry Edwards

- Commented in opposition to the project.

Lee Quintana

- Commented in opposition to the project.

Sandy Decker

- Commented in opposition to the project.

Jeanne Dredger

- Commented in opposition to the project.

Public Hearing Item #10 – continued

Bill Wagner

- Commented in opposition to the project.

Shannon Susik

- Commented in opposition to the project.

Valy Jalalian, Chris Hundemer, and Mike Brown, appellants

- Addressed comments.

Closed Public Comment.

Council discussed the matter.

MOTION: **Motion by Mayor Marico Sayoc** to approve the project with the following additional conditions: 1) Remove the rear balcony; 2) Add more articulation to the right elevation; 3) Remove some square footage from the second story and place it on first story; 4) Detach the garage and place it in the rear and to the right; and 5) Remove unnecessary windows from the side with 11 windows. **Seconded by Vice Mayor Rob Rennie.**

VOTE: **Motion passed 3/2. Council Members Jensen and Spector voting no.**

MOTION: **Motion by Council Member Steve Leonardis** to make the finding that substantial new information was received. **Seconded by Vice Mayor Rob Rennie.**

VOTE: **Motion passed 3/2. Council Members Jensen and Spector voting no.**

11. Consider an appeal of a Planning Commission decision approving a request to construct a single-family residence on property located at 19 Highland Avenue zoned HR-2 1/2. APN 529-37-033. Architecture and Site Application S-15-077. **RESOLUTION 2016-070**

Sally Zarnowitz, Planning Manager, presented the staff report.

Opened Public Comment.

Dede Smullen and Richard Grassetti, appellants' representatives

- Commented on the basis for the appeal.

Public Hearing Item #11 – continued

Bess Wiersema, applicant representative

- Commented on the basis of the appeal.

Craig Sawyer

- Commented in support of the project.

Peter Rehon

- Commented in opposition to the project.

Chuck Page

- Commented in support of the project.

Tom Ward

- Commented in support of the project.

Roger Smullen

- Commented in opposition to the project.

Barton Hechtman, applicant representative

- Addressed comments.

Lisa Roberts and Dede Smullen, appellants' representatives

- Addressed comments.

Closed Public Comment.

Council discussed the matter.

MOTION: **Motion by Council Member Marcia Jensen** to deny an appeal and uphold the Planning Commission decision approving Architecture and Site application S-15-077 with modification to conditions for stronger tree protection language (Resolution found in Attachment 26). **Seconded by Council Member Steve Leonardis. RESOLUTION #?**

VOTE: **Motion passed unanimously.**

MOTION: **Motion by Mayor Marico Sayoc** to extend the meeting to 12:20 a.m. **Seconded by Vice Mayor Rob Rennie.**

VOTE: **Motion passed unanimously.**

OTHER BUSINESS

12. Receive an update on the Almond Grove Phase II Project

Lisa Petersen, Town Engineer, presented the staff report.

Opened Public Comment.

Angelia Doerner

- Commented on putting in a street light at Massol and Highway 9.

Closed Public Comment.

Council discussed the matter.

13. Provide direction on next steps for the Parking and Infrastructure Ad Hoc Committee

Item was not heard

ADJOURNMENT

The meeting adjourned at 12:15 a.m.

Attest:

Shelley Neis, Clerk Administrator



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 4

DATE: JANUARY 5, 2017
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION ACCEPTING THE WORK OF INTERMOUNTAIN SLURRY SEAL AND AUTHORIZE RECORDING BY THE CLERK ADMINISTRATOR FOR PPW JOB NUMBERS 15-811-9901 ANNUAL STREET REPAIR AND RESURFACING PROJECT AND 15-811-9903 AND PAVEMENT REHABILITATION – CRACK SEAL PROJECT

RECOMMENDATION:

Authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion (Attachment 1) accepting the work of Intermountain Slurry Seal and authorize recording by the Clerk Administrator for PPW Job Numbers 15-811-9901 Annual Street Repair and Resurfacing project and 15-811-9903 Pavement Rehabilitation – Crack Seal project.

BACKGROUND:

The Town's adopted FY 2015/16-2019/20 Capital Improvement Program (CIP) Budget designated funding for the Town's annual street repair, resurfacing, and pavement rehabilitation project. At the February 2, 2016 Town Council meeting, Council approved the plans and specifications for the Annual Street Repair and Resurfacing project and the Pavement Rehabilitation – Crack Seal project and authorized the Town Manager to award a construction agreement in an amount not to exceed the available construction budget of \$2,232,782 including contingencies and any change orders, to the low bidder. The Town entered into an agreement with Intermountain Slurry Seal for this work for the low bid amount of \$1,486,088. The base contract amount does not include authorized contingencies of 15 percent.

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION ACCEPTING THE WORK OF INTERMOUNTAIN SLURRY SEAL AND AUTHORIZE RECORDING BY THE CLERK ADMINISTRATOR FOR PPW JOB NUMBERS 15-811-9901 ANNUAL STREET REPAIR AND RESURFACING PROJECT AND 15-811-9903 PAVEMENT REHABILITATION – CRACK SEAL PROJECT

JANUARY 5, 2017

DISCUSSION:

Intermountain Slurry Seal has satisfactorily completed all of the work for these projects and staff recommends project acceptance.

Five percent of the faithful performance bond will remain in effect for a period of two years as guarantee for any needed repair or replacement caused by defective materials and workmanship. The execution and recordation of the Certificate of Acceptance is now required to finalize the Town's acceptance of the projects.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a Certificate of Acceptance and Notice of Completion accepting the work of Intermountain Slurry Seal and authorize recording by the Clerk Administrator for PPW Job Nos. 15-811-9901 Annual Street Repair and Resurfacing and 15-811-9903 Pavement Rehabilitation – Crack Seal.

FISCAL IMPACT:

The final project cost was \$1,611,000, of which \$1,525,239 were direct construction costs paid to Intermountain Slurry Seal. The balance of construction costs identified in the table below were incurred for other Town expenditures associated with construction, including county recording fees and materials purchased directly from suppliers. Contingency funds were utilized within the project where actual quantities of materials utilized exceeded the originally anticipated quantities. The quantities are measured by Town staff during the course of the project to ensure accuracy.

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION ACCEPTING THE WORK OF INTERMOUNTAIN SLURRY SEAL AND AUTHORIZE RECORDING BY THE CLERK ADMINISTRATOR FOR PPW JOB NUMBERS 15-811-9901 ANNUAL STREET REPAIR AND RESURFACING PROJECT AND 15-811-9903 PAVEMENT REHABILITATION – CRACK SEAL PROJECT

JANUARY 5, 2017

FISCAL IMPACT (cont'd):

| Street Repair & Resurfacing/ Pavement Rehabilitation - Crack Seal PROJECT 811-9901/ PROJECT 811-9903 | | | | |
|---|---------------------|---------------------|--|-------------------|
| | Available | | | |
| | Budget | Expended/Encumbered | | Available |
| | Funding | To Date | | Balance |
| Street Repair & Resurfacing 811-9901 | \$ 1,775,456 | \$ 1,532,376 | | \$ 243,080 |
| Pavement Rehabilitation - Crack Seal 811-9903 | \$ 489,078 | \$ 78,624 | | \$ 410,454 |
| TOTALS | \$ 2,264,534 | \$ 1,611,000 | | \$ 653,534 |
| TOTAL EXPENDITURES BY CATEGORY: | | | | |
| Blueprint/Copy/Postage | | \$ 1,259 | | |
| Consultation Services | | \$ 14,079 | | |
| Project Delivery | | \$ 57,892 | | |
| Construction | | \$ 1,537,770 | | |
| TOTALS | | \$ 1,611,000 | | |

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15301c). A Notice of Exemption was previously filed.

Attachment:

1. Certificate of Acceptance and Notice of Completion

Recording Requested by:
TOWN OF LOS GATOS

WHEN RECORDED MAIL TO:

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

(SPACE ABOVE BAR FOR RECORDER'S USE)

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

TYPE OF RECORDING
CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION
PPW JOB NO. 15-811-9901 AND 15-811-9903 ANNUAL STREET REPAIR AND
RESURFACING AND PAVEMENT REHABILITATION – CRACK SEAL PROJECT

CERTIFICATE OF ACCEPTANCE AND NOTICE OF COMPLETION
**PPW JOB NO. 15-811-9901 AND 15-811-9903 ANNUAL STREET REPAIR AND
RESURFACING AND PAVEMENT REHABILITATION – CRACK SEAL PROJECT**

TO WHOM IT MAY CONCERN:

I do hereby certify that **Intermountain Slurry Seal** completed the work called for in the agreement with the Town of Los Gatos dated October 31, 2016. The work is outlined in the Town's bid process prepared by the Town of Los Gatos and generally consisted of furnishing all labor, materials, tools, equipment, and services required for completion of the PPW Job No. 15-811-9901 and 15-811-9903 located in the TOWN OF LOS GATOS, County of Santa Clara, State of California and was completed, approved and accepted **January 17, 2017**.

Bond No.: 82394965
Date: March 15, 2016

TOWN OF LOS GATOS

By: _____
Laurel Prevetti, Town Manager

Acknowledgement Required

AFFIDAVIT
To Accompany Certificate of Acceptance and Notice of Completion
PPW JOB NO. 15-811-9901 AND 15-811-9903 ANNUAL STREET REPAIR AND
RESURFACING AND PAVEMENT REHABILITATION – CRACK SEAL PROJECT

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

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____, 2017 at Los Gatos, California.

LAUREL PREVETTI, TOWN MANAGER
Town of Los Gatos

RECOMMENDED BY:

Matt Morley
Director of Parks and Public Works

Date: _____

APPROVED AS TO FORM:

Robert Schultz, Town Attorney

Date: _____

Notary Jurat Required



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 5

DATE: DECEMBER 29, 2016

TO: MAYOR AND TOWN COUNCIL

FROM: LAUREL PREVETTI, TOWN MANAGER

SUBJECT: ADOPT A NEW AGREEMENT AND AUTHORIZE THE TOWN MANAGER TO EXECUTE THE AGREEMENT WITH THE KIWANIS CLUB OF LOS GATOS TO ALLOW THE OPERATION OF THE FIESTA DE ARTES ART FESTIVAL TO BE HELD EACH AUGUST ON NORTH SANTA CRUZ AVENUE AND WEST MAIN STREET.

RECOMMENDATION:

Adopt a new agreement and authorize the Town Manager to execute the agreement with the Kiwanis Club of Los Gatos to provide operation of the Fiesta de Artes Art Festival to be held each August on North Santa Cruz Avenue and West Main Street.

BACKGROUND:

Fiesta de Artes is a free, annual art festival sponsored by the Kiwanis Club of Los Gatos held on the Town of Los Gatos Civic Center Grounds for one weekend in August since the mid 1990's. The event features over 150 artists, food trucks, wine, beer, and live music. Proceeds from the event go to the Kiwanis Club of Los Gatos, a member of Kiwanis International, providing scholarships, support for local schools, bike trail maintenance, and services for seniors.

The Fiesta de Artes special event permit was approved to be converted into a standard agreement for services at the May 3, 2016 Town Council meeting. The agreement is currently effective until September 30, 2018 (see Attachment 1).

DISCUSSION:

The Kiwanis Club approached Town Staff regarding changing the location of the annual Fiesta de Artes event from Civic Center Grounds to North Santa Cruz Avenue and Main Street in downtown Los Gatos. After several discussions and meetings with Police, Parks & Public Works,

PREPARED BY: SHELAYNE HAMMACK
Management Analyst

Reviewed by: Town Manager and Town Attorney

SUBJECT: ADOPT A NEW AGREEMENT AND AUTHORIZE THE TOWN MANAGER TO EXECUTE THE AGREEMENT WITH THE KIWANIS CLUB OF LOS GATOS TO ALLOW THE OPERATION OF THE FIESTA DE ARTES ART FESTIVAL TO BE HELD EACH AUGUST ON NORTH SANTA CRUZ AVENUE AND WEST MAIN STREET.
DECEMBER 29, 2016

DISCUSSION (Continued):

and Town Manager's Office staff, the Kiwanis Club decided that moving Fiesta de Artes would be beneficial to the event and valuable to the community during the summer. Exhibit A of Attachment 2, shows the proposed location change and street closures.

Under the proposed terms of this new agreement, the Kiwanis Club may begin closing of the affected streets starting Saturday morning at 4:00 a.m. and the streets would remain closed through Sunday evening of the same weekend. Traffic that would normally travel on North Santa Cruz Avenue would utilize Massol and University Avenues, similar to the annual Holiday Parade. One key difference from the parade is that vehicles entering Town from northbound 17 to South Santa Cruz Avenue would be detoured to Montebello Avenue then West Main Street for northbound access to University Avenue and Los Gatos Boulevard.

On Sunday, August 13th Farmers' Market would take place on the closed section of South Santa Cruz Avenue. The Fiesta de Artes event grounds would be secured by the use of barricades and fencing. Major intersections would be controlled by uniformed Police Officers and small intersections would be managed by trained volunteers. Traffic control measures would be implemented to reduce the amount of traffic through the Almond Grove. The Kiwanis Club is responsible for paying for the costs of traffic control and the necessary traffic equipment.

The new location is consistent with the Council's interest in adding an event downtown that may reduce cut through traffic, while still encouraging people to come to downtown.

The proposed new agreement includes the location change, payment of all fees to implement the new location, and the same provisions and performance standards that are in the current agreement. The Town is not providing any in-kind services under the terms of this agreement except for electricity. All parties are in agreement with the terms and conditions proposed within the attached agreement.

CONCLUSION:

Adopt a new agreement and authorize the Town Manager to execute the agreement with the Kiwanis Club of Los Gatos to provide operation of the Fiesta de Artes Art Festival to be held each August on North Santa Cruz Avenue and West Main Street.

ALTERNATIVES:

SUBJECT: ADOPT A NEW AGREEMENT AND AUTHORIZE THE TOWN MANAGER TO EXECUTE THE AGREEMENT WITH THE KIWANIS CLUB OF LOS GATOS TO ALLOW THE OPERATION OF THE FIESTA DE ARTES ART FESTIVAL TO BE HELD EACH AUGUST ON NORTH SANTA CRUZ AVENUE AND WEST MAIN STREET.
DECEMBER 29, 2016

Alternatives to the recommendation provided above include:

1. Adopt the proposed new agreement with revisions identified by Council.
2. Not adopt the agreement, therefore keeping the location at Civic Center.
3. Provide other direction to staff.

COORDINATION:

This staff report and the proposed agreement were prepared in collaboration with the Town Attorney, Parks and Public Works Department, and Police Department.

FISCAL IMPACT:

Under the agreement, Kiwanis will pay all fees and other expenses to the Town. The only in-kind contribution is electricity.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Existing Agreement with Fiesta de Artes
2. Draft New Agreement for the Operation of the Los Gatos Fiesta de Artes (with Exhibit A), redline version.
3. Draft New Agreement for the Operation of the Los Gatos Fiesta de Artes, clean version.

AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND THE KIWANIS CLUB OF LOS GATOS FOR THE LOS GATOS FIESTA DE ARTES

THIS Agreement is made and entered into this 6th day of May 2016, by and between the Town of Los Gatos, a municipal corporation of the State of California (hereinafter "Town"), and the Kiwanis Club of Los Gatos, a California nonprofit corporation (hereinafter KCLG").

WITNESSETH

WHEREAS, the Town has previously authorized the Kiwanis Club of Los Gatos to organize and coordinate the "Los Gatos Fiesta de Artes" festival at the Los Gatos Civic Center grounds in order to raise funds for scholarships, local schools, bike trail maintenance, and services for seniors.

WHEREAS, to insure the Town will have adequate advance notice of "Los Gatos Fiesta de Artes" festival and to adequately plan Town services and to preserve the Town's commitment to attract quality events with significant cultural and entertainment enrichment for the community at-large an agreement is necessary; and

WHEREAS, KCLG is a local nonprofit agency that has shown its ability to organize and coordinate this weekend festival and desires to enter into an agreement with the Town; and

WHEREAS, the Town desires to enter into an Agreement with KCLG to administer, and coordinate the "Los Gatos Fiesta de Artes" festival (the "Event") subject to the following terms and conditions:

NOW, THEREFORE, THE PARTIES AGREE, as follows:

1. TERM OF AGREEMENT

The term shall commence upon the execution of this Agreement and shall terminate on September 30, 2018. An amendment to this Agreement may be made to renew its term, pursuant to Section 8, Terms and Amendments. Such amendment must be approved by the Town Council prior to December 30, 2018.

2. EVENT DATES & TIMES

The Event will take place on a weekend mutually agreed upon between the parties in the month of August. Set up shall be allowed to begin at 9:00 a.m. the Friday before the Event. Prior to April 1st of each year, the parties shall mutually agree upon the date of the Event.

3. PREMISES

The Event shall take place on the grounds of the Civic Center, as designated on a map provided to the Town Council for annual approval no later than June 1, and attached as Exhibit A (the "Grounds") to this agreement.

4. SCOPE OF SERVICES

KCLG shall provide the following scope of services:

1. KCLG shall provide the Town annually with documentation establishing its non-profit status.
2. KCLG agrees to plan, organize, produce and manage the Fiesta de Artes weekend festival that provides a positive, high quality, social experience through music and arts for families and community members.
3. KCLG shall be responsible for all financial costs and management services required for production and promotion of the Event and raise funds sufficient to cover production costs, through solicitation of sponsorships, merchandise sales and other fundraising activities.
4. KCLG shall provide an adequate number of staff and volunteers to run the Event, and cleaning after the Event.
5. KCLG shall maintain a clean, safe, and attractive environment for the Event.
6. KCLG shall reimburse the Town any and all fees to the American Society of Composers, Authors and Publishers (ASCAP); Broadcast Music Inc. (BMI); and Society of European Stage Authors and Composers (SESAC).
7. KCLG shall apply for and pay the non-profit Special Event Administrative Annual Fee in the amount of \$ 169.00 and an Annual Banner Fee of \$90.60 to the Town which shall be subject to annual adjustments set forth in the Town's Master Fee Schedule. All other fees and permits are waived by the Town unless specially set forth in this Agreement.
8. KCLG shall comply with all Alcohol Beverage Control (ABC) regulations and obtain all necessary permits, including a Temporary Alcohol Sales Permit from the Los Gatos Police Department and pay a permit as set forth in the Master Fee Schedule. KCLG shall post signs noting the prohibition of alcoholic beverages outside the event site and provide adequate fencing or barriers to prevent the carrying of alcohol outside of the event site. KCLG shall provide security at each exit and entrance of the event to prevent consumption of alcoholic beverages outside of the event and to monitor alcohol use and compliance with alcohol use in accordance to the permits issued.
9. KCLG shall have security provided by the LGMSPD Explorers during the evening hours.

10. KCLG shall obtain permission from property owners for the use of their parking lot areas and provide signage indicating additional parking for event.
11. KCLG shall apply for and follow all conditions of the Sound Amplification Permit and limit amplified sound between the hours of 10 a.m. and 8 p.m. and amplified sound shall not exceed a noise level of 98 decibels, as measured from a distance of 300 feet from the Civic Center grounds. If noise complaints are submitted to Town Staff, the Town reserves the right to direct KCLG to reduce the volume level not to exceed 95 decibels, as measured from a distance of 300 feet from the Civic Center grounds. The sound company provided by KCLG shall provide industry standard sound measuring equipment and establish that sound is within the limits.
12. KCLG shall encourage attendees of the Event to not interfere with pedestrian or vehicular traffic in the area.
13. KCLG shall provide a best estimate of attendance for the Event for Town management planning.
14. KCLG shall include clearly designated access throughout the site grounds for mobility impaired attendees.
15. KCLG shall contract, transport, provide and pay for restrooms and modern full feature hand wash stations at a ratio recommended by a rest room vendor. Restrooms shall be delivered the day before the Event and picked up the morning after the Event.
16. KCLG shall pay for extra trash/recycle/glass containers and pick up costs as determined and required by the Town. KCLG will also include the method of recycling of aluminum and plastic and the company or organization responsible for the recycling. All containers shall be cleared following the conclusion of the event. KCLG shall be responsible for the cleanliness of the Grounds, including the removal of trash-refuse not contained in any designated can before vacating the site for any single Event. Should KCLG fail to perform adequate cleanup or damage occurs to Town property, the Town will invoice KCLG at full recovery rates, plus overhead for cleanup and repair.
17. KCLG shall be responsible for notifying neighboring businesses and residences within 300 feet of the Event, to address any concerns, prior to the Event and provide proof of notice to Event coordinator. Town shall provide KCLG with names and addresses of businesses and residences affected by this requirement.
18. KCLG shall provide signage posted in the audience area prohibiting blankets and other items that might interfere with the Event. KCLG shall not allow the unattended staking of any spots and KCLG shall collect any articles in violation of this section and relocate them to a convenient area that does not obstruct the flow of foot traffic.
19. KCLG shall pay the cost of one (1) uniformed police personnel assigned to the event per day at a cost of \$166.21 per hour for Police Personnel for the Event. Other than the one

- (1) uniformed police personnel, KCLG shall not require the use of other police personnel outside their regularly scheduled deployment. If additional police are deemed necessary by the Chief of Police, he/she shall so inform KCLG. Should the Event require extra assignment of police personnel to protect public safety, then KCLG shall compensate the Town at an hourly police officer rate established within the adopted fee schedule.
20. Sponsor shall be responsible for the cost of "no parking" signs at .46 cents a sign and for removing all "no parking" signs and barricades and leaving the Civic Center and surrounding area clean of all debris, signs, and tape or any materials used to adhere signs immediately following event.
21. KCLG shall not close any streets or parking spaces unless clearly designated on Exhibit "A". A barricade with an attendant shall be placed at the entrance of any streets that are barricaded off to vehicle access.
22. KCLG shall be responsible for any portion of Civic Center grounds that are damaged by the act, default or negligence of KCLG, its agents, employees, contractors, sub-contractors, patrons, guests, and will pay to the Town, within thirty (30) days of written invoice, such actual and documented sum as shall be reasonably necessary to restore the Civic Center grounds to its condition as received by KCLG at the beginning of the Event Series, excluding normal wear and tear. In connection with the repairs and/or restoration referenced herein, designated representatives of the parties shall conduct a walk-through of pertinent areas of Civic Center grounds prior to the Event and again after the Event. During the walk-through, the parties will assess and identify, as applicable, pre-existing conditions and damages, if any, that may have occurred during KCLG's use, and will consult and agree in good faith as to what, if any, repair or restoration costs will be paid for by KCLG.
23. KCLG agrees that the Town Manager or his/her designee reserves the right to adjust any of the above conditions based on the conduct at the Event, as well as based on legitimate complaints received by the Town from the community at large regarding the Event. The Town agrees that any adjustment of the above conditions constitutes a change in this Agreement and must be feasible for KCLG to accomplish. If any conditions the Town adjusts are not feasible for KCLG, the parties shall meet to discuss a workable remedy. If not possible, the particular Event in question may be cancelled by either party.
24. KCLG shall make certain all vendors are properly licensed through the Town of Los Gatos and shall follow all conditions of approval related to food truck vendors presented on the Special Event Permit application and understand that it is KCLG's obligation to abide by all conditions. KCLG is responsible for obtaining the one-day business license application and two-day business license fee for each vendor participating at the event. All applications should be filed with the Town no later than two weeks prior to the event. KCLG shall convey to food truck vendors that operation elsewhere in Town or on other days and times is prohibited. No more than five food truck vendors are permitted and each shall obtain a Town Business License. Food trucks shall not advertise their presence in the Town through social media or other promotions.

25. KCLG shall meet all the standards as established by the Fire District.

26. KCLG shall meet all standards as established by the Health Department.

Town shall provide the following scope of services:

27. Town shall provide the use of Civic Center grounds for the Los Gatos Fiesta de Artes festival.

28. Town shall provide electrical power to the stage area for the Event day.

29. Town shall allow KCLG to hang banners, with the payment of an Annual Fee, advertising the Event. The size and location of any banners shall be subject to the Town Banner Policy and subject to the Town Manager's approval.

5. PROGRAM COORDINATION

The Town Manager or his /her designee shall be the Contract Manager for the Town and shall render overall supervision of the progress and performance of this Agreement by the Town.

The Chairperson of KCLG, or a designated KCLG Board officer, shall be the Program Director for KCLG, and shall have overall responsibility for the progress and execution of this Agreement on its behalf. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, the Town shall be notified immediately of such occurrence in writing.

All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

TOWN:
Town Manager
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 9503

KCLG:
Terry Martin
President and Chairperson
Kiwanis Club of Los Gatos
61 E. Main Street, Suite D
Los Gatos, CA 95030

6. REPORTING

KCLG shall submit an annual report to the Town each year prior to October 1 on a Report Form as provided by the Town and any relevant supporting documents shall be attached.

7. DEFAULT, CURE AND TERMINATION

KCLG shall be deemed to be in default of its obligations under this Agreement if the Contract Manager determines that KCLG is providing services below the established minimum standard of service set forth in this Agreement. In this Event, KCLG shall be notified in writing and provided the opportunity to cure the default by providing the Town with a plan for improvement of services required of KCLG by this Agreement provided hereunder within ten (10) business days of receipt of written notice of the Town's determination of a default. Said plan shall address each and every service issue referred to in the Town's notice, providing the method for improvement, an explanation, as necessary, for how the method will result in an improvement, and a schedule for the actions necessary to ensure the planned improvement of services. The Town shall review KCLG's plan for improvement and determine within ten (10) business days after receipt of the plan and at its sole discretion whether the plan is satisfactory to cure the default. In the Event the plan is not deemed satisfactory, the Town may, at its sole discretion, suspend or cancel this Agreement without incurring any liability to KCLG.

In addition to the above paragraph, this Agreement shall automatically terminate without a right to cure upon the occurrence of any of the following circumstances:

1. If KCLG (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to the Town.
2. The existence of pending litigation against KCLG that may in any manner affect its ability to perform any of its duties or obligations under this Agreement.
3. KCLG taking any action requiring Town approval without first having obtained such approval.
4. KCLG submits to the Town any reports that are purposely false or incomplete in any material respect.
5. KCLG declares bankruptcy or otherwise indicates that it is no longer willing or able to meet its obligations under this Agreement.
6. KCLG refuses to accept any additional conditions that may be imposed by federal or state requirements.
7. The Town, at its sole discretion, determines there are imminent health and safety issues involved with the Event.

8. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS

The relationship of KCLG to the Town is that of an independent contractor. KCLG is responsible for the results of its services and compliance with the terms of this Agreement. KCLG has full rights to manage employees subject to the requirements of the law. All persons employed by KCLG in connection with this Agreement shall be employees of KCLG and not employees of the Town in any respect. KCLG shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.

None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written Town approval. All subcontractors are deemed to be contractors of KCLG, and KCLG agrees to be responsible for their performance and any liabilities attached to their actions or omissions.

This Agreement is based on the unique services of KCLG. This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager.

9. COMPLIANCE WITH LAW

KCLG shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws, ordinances, codes, regulations, and decrees. Failure of KCLG to, in any manner, observe and adhere to law as described herein or as amended shall in no way relieve KCLG of responsibility to adhere to same and KCLG herein acknowledges this responsibility. KCLG represents and warrants to the Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required to practice its profession and to provide the services required hereunder, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement. KCLG represents and warrants to Town that KCLG shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required to provide its services, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement.

10. TERMS AND AMENDMENTS

Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual Agreement in writing of the parties hereto unless the Amendments are made by the Town as corrective actions, in which case they will be adopted as ordered.

11. LEGAL MATTERS

This document, including Exhibits represents the entire and integrated Agreement between the Town and KCLG, and supersedes all prior negotiations, representations, and agreements, either written or oral.

The terms of this Agreement shall bind, and inure to the benefit of, the parties, their heirs, successors, and assigns.

12. HOLD HARMLESS AND INDEMNIFICATION

KCLG hereby assumes full responsibility for the acts and conduct of all persons at the Town Plaza during the Event and hereby releases and agrees to protect, defend, hold harmless, and indemnify the Town, its Town Council, its officers, employees and elected officials, boards and commissions, from and against all claims, injury, liability, loss, costs and expense, or damage, however same may be caused, including all cost and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss or damage to property (real and/ or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with KCLG's activities under this Agreement, or in consequence thereof, except to the extent arising from the Town's or its officers', agents', employees' or representatives' gross negligence, willful misconduct or criminal act.

13. INSURANCE REQUIREMENTS

KCLG shall supply proof of General Liability (GL) insurance and Automobile Liability (AL) insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than AA. Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the Event. Both the GL and AL insurance will be in the minimum amount of \$1,000,000.00 combined single limit, and will name the Town and the Town officers, employees, agents, and registered volunteers as additional insured under the coverage afforded. Such insurance will be primary and noncontributing with respect to any other insurance available to the Town and will include a severability of interest (cross-liability) clause.

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.

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

A copy of the policy or a certificate of insurance along with an additional endorsement naming the Town as an Additional Insured must be filed in the Town Clerks Office at least ten (10)

business days prior to the scheduled Event. The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved in advance by the Town.

14. MISCELLANEOUS PROVISIONS

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

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

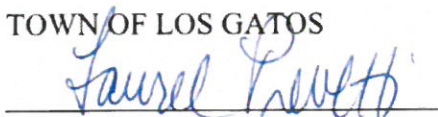
Under no circumstances shall KCLG have the authority or power to pledge the credit of the Town, or incur any obligation in the name of the Town. KCLG shall save and hold harmless the Town, its Town Council, its officers, employees and boards and commissions from expenses arising out of this Agreement.

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

Neither KCLG nor any of its subcontractors shall discriminate in the employment of persons because of their race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act. Neither KCLG nor any of its subcontractors shall discriminate in the provision of any services or programs because of race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

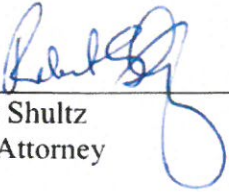
TOWN OF LOS GATOS


Laurel Prevetti
Town Manager


KIWANIS CLUB OF LOS GATOS

Terry Martin
President - *CHAIR*

APPROVED AS TO FORM



Robert Shultz
Town Attorney

AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND THE KIWANIS CLUB OF LOS GATOS FOR THE LOS GATOS FIESTA DE ARTES

THIS Agreement is made and entered into this ____ day of ~~May 2016~~January 2017, by and between the Town of Los Gatos, a municipal corporation of the State of California (hereinafter "Town"), and the Kiwanis Club of Los Gatos, a California nonprofit corporation (hereinafter KCLG").

WITNESSETH

WHEREAS, the Town has previously authorized the Kiwanis Club of Los Gatos to organize and coordinate the "Los Gatos Fiesta de Artes" festival at the Los Gatos Civic Center grounds in order to raise funds for scholarships, local schools, bike trail maintenance, and services for seniors.

WHEREAS, the Kiwanis Club of Los Gatos desires to organize and coordinate the "Los Gatos Fiesta de Artes" festival on North Santa Cruz Avenue and West Main Street instead of on the grounds of the Civic Center.

WHEREAS, to insure the Town will have adequate advance notice of "Los Gatos Fiesta de Artes" festival and to adequately plan Town services and to preserve the Town's commitment to attract quality events with significant cultural and entertainment enrichment for the community at-large an ~~a~~Agreement is necessary; and

WHEREAS, KCLG is a local nonprofit agency that has shown its ability to organize and coordinate this weekend festival and desires to enter into an agreement with the Town; and

WHEREAS, the Town desires to enter into an Agreement with KCLG to administer, and coordinate the "Los Gatos Fiesta de Artes" festival (the "Event"). This Agreement supersedes and replaces any and all previous agreements between the parties concerning this event and is subject to the following terms and conditions:

NOW, THEREFORE, THE PARTIES AGREE, as follows:

1. TERM OF AGREEMENT

The term shall commence upon the execution of this Agreement and shall terminate on September 30, 2018. An amendment to this Agreement may be made to renew its term, pursuant to Section 8, Terms and Amendments. Such amendment must be approved by the Town Council prior to December 30, 2018.

2. EVENT DATES & TIMES

The Event will take place on a weekend mutually agreed upon between the parties in the month of August. Set up shall be allowed to begin at 4:00 a.m. the Saturday of the event. Staging for

the event may begin Friday evening in a mutually agreed upon locations. Prior to April 1st of each year, the parties shall mutually agree upon the date of the Event.

3. PREMISES

The Event shall take place on North Santa Cruz Avenue and West Main Street and nearby streets~~the grounds of the Civic Center~~, as designated on a map provided to the Town Council for annual approval no later than June 1, and attached as Exhibit A (the “Event Grounds”) to this agreement.

4. SCOPE OF SERVICES

KCLG shall provide the following scope of services:

1. KCLG shall provide the Town annually with documentation establishing its non-profit status.
2. KCLG agrees to plan, organize, produce and manage the Fiesta de Artes weekend festival that provides a positive, high quality, social experience through music and arts for families and community members.
3. KCLG shall be responsible for all financial costs and management services required for production and promotion of the Event and raise funds sufficient to cover production costs, through solicitation of sponsorships, merchandise sales and other fundraising activities.
4. KCLG shall provide an adequate number of staff and volunteers to run the Event, and cleaning after the Event.
5. KCLG shall maintain a clean, safe, and attractive environment for the Event.
6. KCLG shall reimburse the Town any and all fees to the American Society of Composers, Authors and Publishers (ASCAP); Broadcast Music Inc. (BMI); and Society of European Stage Authors and Composers (SESAC).
7. KCLG shall apply for and pay the non-profit Special Event Administrative Annual Fee in the amount of \$ 169.00 and an Annual Banner Fee of \$90.60 to the Town which shall be subject to annual adjustments set forth in the Town’s Master Fee Schedule. KCLG is responsible for all other Town fees and requirements associated with the event.~~All other fees and permits are waived by the Town unless specially set forth in this Agreement.~~
8. KCLG shall comply with all Alcohol Beverage Control (ABC) regulations and obtain all necessary permits, including a Temporary Alcohol Sales Permit from the Los Gatos Police Department and pay a permit as set forth in the Master Fee Schedule. KCLG shall post signs noting the prohibition of alcoholic beverages outside the Event site Grounds and provide adequate fencing or barriers to prevent the carrying of alcohol outside of the

event site. KCLG shall provide security at each exit and entrance of the Event Grounds to prevent consumption of alcoholic beverages outside of the event and to monitor alcohol use and compliance with alcohol use in accordance to the permits issued.

9. KCLG shall have security provided by the LGMSPD Explorers during the evening hours.
10. KCLG shall obtain permission from property owners for the use of their parking lot areas and provide signage indicating additional parking for event.
11. KCLG shall apply for and follow all conditions of the Sound Amplification Permit and limit amplified sound between the hours of 10 a.m. and 98 p.m. and amplified sound shall not exceed a noise level of 98 decibels, as measured from a distance of 300 feet from the Civic Center grounds Town Plaza and the Event Grounds as defined in this Agreement. If noise complaints are submitted to Town Staff, the Town reserves the right to direct KCLG to reduce the volume level not to exceed 95 decibels, as measured from a distance of 300 feet from the Civic Center grounds Town Plaza and the Event Grounds. The sound company provided by KCLG shall provide industry standard sound measuring equipment and establish that sound is within the limits.
12. KCLG shall encourage attendees of the Event to not interfere with pedestrian or vehicular traffic in the area.
13. KCLG shall provide a best estimate of attendance for the Event for Town management planning.
- 13.14. KCLG is responsible for properly closing down streets according to Exhibit A. This includes barricading access points and providing proper signage as agreed upon with the Town's Police and Parks and Public Works Departments. Barricades and other equipment may be provided independently or may be rented from the Town according to the Town's Master Fee Schedule.
- 14.15. KCLG shall include clearly designated access throughout the site-Event gGrounds for mobility impaired attendees.
- 15.16. KCLG shall contract, transport, provide and pay for restrooms and modern full feature hand wash stations at a ratio recommended by a restroom vendor. Restrooms shall be delivered the day before the morning of the Event and picked up the morning after evening of the last day of the Event. The location of the restrooms shall be mutually determined by the parties to this Agreement by June 1 prior to the event.
- 16.17. KCLG shall pay for extra trash/recycle/glass containers and pick up costs as determined and required by the Town. KCLG will also include the method of recycling of aluminum and plastic and the company or organization responsible for the recycling. All containers shall be cleared following the conclusion of the event. KCLG shall be responsible for the cleanliness of the Event Grounds, including the removal of trash-refuse not contained in any designated can before vacating the site for any single Event.

Should KCLG fail to perform adequate cleanup or damage occurs to Town property, the Town will invoice KCLG at full recovery rates, plus overhead for cleanup and repair.

~~17.~~18. KCLG shall be responsible for notifying neighboring businesses and residences within 300 feet of the Event Grounds, to address any concerns, prior to the Event and provide proof of notice to Event coordinator. Town shall provide KCLG with names and addresses of businesses and residences affected by this requirement.

~~18.~~19. Blankets are prohibited on Town Plaza lawn. KCLG shall provide signage posted in the audience area prohibiting blankets and other items that might interfere with the Event. KCLG shall not allow the unattended staking of any spots and KCLG shall collect any articles in violation of this section and relocate them to a convenient area that does not obstruct the flow of foot traffic.

~~19.~~20. KCLG shall pay the cost of one (1) uniformed ~~p~~Police ~~p~~Personnel assigned to the event per day at the cost according to the Town's Master Fee Schedule~~a cost of \$166.21 per hour for Police Personnel for the Event~~. Other than the one (1) uniformed police personnel, KCLG shall not require the use of other police personnel outside their regularly scheduled deployment. If additional police are deemed necessary by the Chief of Police, he/she shall so inform KCLG. Should the Event require extra assignment of police personnel to protect public safety, then KCLG shall compensate the Town at an hourly police officer rate established within the adopted fee schedule.

~~20.~~21. ~~Sponsor~~ KCLG shall be responsible for the cost of "no parking" signs at .46 cents a sign and for removing all "no parking" signs and barricades and leaving the Civic Center~~the Event Grounds~~—and surrounding area clean of all debris, signs, and tape or any materials used to adhere signs immediately following event.

~~21.~~22. KCLG shall not close any streets or parking spaces unless clearly designated on Exhibit "A". A barricade with an attendant shall be placed at the entrance of any streets that are barricaded off to vehicle access.

~~22.~~23. KCLG shall be responsible for any portion of Civic Center grounds~~the Event Grounds~~ that are damaged by the act, default or negligence of KCLG, its agents, employees, contractors, sub-contractors, patrons, guests, and will pay to the Town, within thirty (30) days of written invoice, such actual and documented sum as shall be reasonably necessary to restore the Civic Center grounds~~the Event Grounds to its~~their condition as received by KCLG at the beginning of the Event Series, excluding normal wear and tear. In connection with the repairs and/or restoration referenced herein, designated representatives of the parties shall conduct a walk-through of pertinent areas of the Event Grounds ~~Civic Center grounds prior~~ to the Event and again after the Event. During the walk-through, the parties will assess and identify, as applicable, pre-existing conditions and damages, if any, that may have occurred during KCLG's use, and will consult and agree in good faith as to what, if any, repair or restoration costs will be paid for by KCLG.

~~23.24.~~ KCLG agrees that the Town Manager or his/her designee reserves the right to adjust any of the above conditions based on the conduct at the Event, as well as based on legitimate complaints received by the Town from the community at large regarding the Event. The Town agrees that any adjustment of the above conditions constitutes a change in this Agreement and must be feasible for KCLG to accomplish. If any conditions the Town adjusts are not feasible for KCLG, the parties shall meet to discuss a workable remedy. If not possible, the particular Event in question may be cancelled by either party.

~~24.25.~~ KCLG shall make certain all vendors are properly licensed through the Town of Los Gatos, ~~and shall follow all conditions of approval related to food truck vendors presented on the Special Event Permit application and understand that it is KCLG's obligation to abide by all conditions.~~ KCLG is responsible for obtaining the one-day business license application and two-day business license fee for each vendor participating at the event. All applications should be filed with the Town no later than two weeks prior to the event. ~~KCLG shall convey to food truck vendors that operation elsewhere in Town or on other days and times is prohibited. No more than five food truck vendors are permitted and each shall obtain a Town Business License. Food trucks shall not advertise their presence in the Town through social media or other promotions.~~

~~25.26.~~ KCLG shall meet all the standards as established by the Fire District.

~~26.27.~~ KCLG shall meet all standards as established by the Health Department.

Town shall provide the following scope of services:

~~27.28.~~ Town shall provide the use of ~~Civic Center grounds~~ the Event Grounds for the Los Gatos Fiesta de Artes festival.

~~28.29.~~ Town shall provide electrical power to the stage area for the Event day.

~~29.30.~~ Town shall allow KCLG to hang banners, with the payment of an Annual Fee, advertising the Event. The size and location of any banners shall be subject to the Town Banner Policy and subject to the Town Manager's approval.

5. PROGRAM COORDINATION

The Town Manager or his/her designee shall be the Contract Manager for the Town and shall render overall supervision of the progress and performance of this Agreement by the Town.

The Chairperson of KCLG, or a designated KCLG Board officer, shall be the Program Director for KCLG, and shall have overall responsibility for the progress and execution of this Agreement on its behalf. Should circumstances or conditions subsequent to the execution of this Agreement

require a substitute Program Director, the Town shall be notified immediately of such occurrence in writing.

All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

TOWN:
Town Manager
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 9503

KCLG:
Terry Martin
President and Chairperson
Kiwanis Club of Los Gatos
61 E. Main Street, Suite D
Los Gatos, CA 95030

6. REPORTING

KCLG shall submit an annual report to the Town each year prior to October 1 on a Report Form as provided by the Town and any relevant supporting documents shall be attached.

7. DEFAULT, CURE AND TERMINATION

KCLG shall be deemed to be in default of its obligations under this Agreement if the Contract Manager determines that KCLG is providing services below the established minimum standard of service set forth in this Agreement. In this Event, KCLG shall be notified in writing and provided the opportunity to cure the default by providing the Town with a plan for improvement of services required of KCLG by this Agreement provided hereunder within ten (10) business days of receipt of written notice of the Town's determination of a default. Said plan shall address each and every service issue referred to in the Town's notice, providing the method for improvement, an explanation, as necessary, for how the method will result in an improvement, and a schedule for the actions necessary to ensure the planned improvement of services. The Town shall review KCLG's plan for improvement and determine within ten (10) business days after receipt of the plan and at its sole discretion whether the plan is satisfactory to cure the default. In the Event the plan is not deemed satisfactory, the Town may, at its sole discretion, suspend or cancel this Agreement without incurring any liability to KCLG.

In addition to the above paragraph, this Agreement shall automatically terminate without a right to cure upon the occurrence of any of the following circumstances:

1. If KCLG (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to the Town.

2. The existence of pending litigation against KCLG that may in any manner affect its ability to perform any of its duties or obligations under this Agreement.
3. KCLG taking any action requiring Town approval without first having obtained such approval.
4. KCLG submits to the Town any reports that are purposely false or incomplete in any material respect.
5. KCLG declares bankruptcy or otherwise indicates that it is no longer willing or able to meet its obligations under this Agreement.
6. KCLG refuses to accept any additional conditions that may be imposed by federal or state requirements.
7. The Town, at its sole discretion, determines there are imminent health and safety issues involved with the Event.

8. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS

The relationship of KCLG to the Town is that of an independent contractor. KCLG is responsible for the results of its services and compliance with the terms of this Agreement. KCLG has full rights to manage employees subject to the requirements of the law. All persons employed by KCLG in connection with this Agreement shall be employees of KCLG and not employees of the Town in any respect. KCLG shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.

None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written Town approval. All subcontractors are deemed to be contractors of KCLG, and KCLG agrees to be responsible for their performance and any liabilities attached to their actions or omissions.

This Agreement is based on the unique services of KCLG. This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager.

9. COMPLIANCE WITH LAW

KCLG shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws, ordinances, codes, regulations, and decrees. Failure of KCLG to, in any manner, observe and adhere to law as described herein or as amended shall in no way relieve KCLG of responsibility to adhere to same and KCLG herein acknowledges this responsibility. KCLG represents and warrants to the Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required to practice its

profession and to provide the services required hereunder, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement. KCLG represents and warrants to Town that KCLG shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required to provide its services, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement.

10. TERMS AND AMENDMENTS

This Agreement supersedes and replaces any and all previous agreements between the parties concerning this event. Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual Agreement in writing of the parties hereto unless the Amendments are made by the Town as corrective actions, in which case they will be adopted as ordered.

11. LEGAL MATTERS

This document, including Exhibits represents the entire and integrated Agreement between the Town and KCLG, and supersedes all prior negotiations, representations, and agreements, either written or oral.

The terms of this Agreement shall bind, and inure to the benefit of, the parties, their heirs, successors, and assigns.

12. HOLD HARMLESS AND INDEMNIFICATION

KCLG hereby assumes full responsibility for the acts and conduct of all persons at the Town Plaza during the Event and hereby releases and agrees to protect, defend, hold harmless, and indemnify the Town, its Town Council, its officers, employees and elected officials, boards and commissions, from and against all claims, injury, liability, loss, costs and expense, or damage, however same may be caused, including all cost and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss or damage to property (real and/ or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with KCLG's activities under this Agreement, or in consequence thereof, except to the extent arising from the Town's or its officers', agents', employees' or representatives' gross negligence, willful misconduct or criminal act.

13. INSURANCE REQUIREMENTS

KCLG shall supply proof of General Liability (GL) insurance and Automobile Liability (AL) insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than AA. Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the Event. Both the GL and AL insurance will be in

the minimum amount of \$1,000,000.00 combined single limit, and will name the Town and the Town officers, employees, agents, and registered volunteers as additional insured under the coverage afforded. Such insurance will be primary and noncontributing with respect to any other insurance available to the Town and will include a severability of interest (cross-liability) clause.

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.

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

A copy of the policy or a certificate of insurance along with an additional endorsement naming the Town as an Additional Insured must be filed in the Town Clerks Office at least ten (10) business days prior to the scheduled Event. The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved in advance by the Town.

14. MISCELLANEOUS PROVISIONS

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

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

Under no circumstances shall KCLG have the authority or power to pledge the credit of the Town, or incur any obligation in the name of the Town. KCLG shall save and hold harmless the Town, its Town Council, its officers, employees and boards and commissions from expenses arising out of this Agreement.

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

Neither KCLG nor any of its subcontractors shall discriminate in the employment of persons because of their race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act. Neither KCLG nor any of its subcontractors shall discriminate in the provision of any services or programs because of race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital

status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

TOWN OF LOS GATOS

KIWANIS CLUB OF LOS GATOS

Laurel Prevetti
Town Manager

Terry Martin
President

APPROVED AS TO FORM

Robert Schultz
Town Attorney

Fiesta de Artes

Los Gatos



2017



AGREEMENT BY AND BETWEEN THE TOWN OF LOS GATOS AND THE KIWANIS CLUB OF LOS GATOS FOR THE LOS GATOS FIESTA DE ARTES

THIS Agreement is made and entered into this ____ day of January 2017, by and between the Town of Los Gatos, a municipal corporation of the State of California (hereinafter “Town”), and the Kiwanis Club of Los Gatos, a California nonprofit corporation (hereinafter KCLG”).

WITNESSETH

WHEREAS, the Town has previously authorized the Kiwanis Club of Los Gatos to organize and coordinate the “Los Gatos Fiesta de Artes” festival at the Los Gatos Civic Center grounds in order to raise funds for scholarships, local schools, bike trail maintenance, and services for seniors.

WHEREAS, the Kiwanis Club of Los Gatos desires to organize and coordinate the “Los Gatos Fiesta de Artes” festival on North Santa Cruz Avenue and West Main Street instead of on the grounds of the Civic Center,

WHEREAS, to insure the Town will have adequate advance notice of “Los Gatos Fiesta de Artes” festival and to adequately plan Town services and to preserve the Town’s commitment to attract quality events with significant cultural and entertainment enrichment for the community at-large an Agreement is necessary; and

WHEREAS, KCLG is a local nonprofit agency that has shown its ability to organize and coordinate this weekend festival and desires to enter into an agreement with the Town; and

WHEREAS, the Town desires to enter into an Agreement with KCLG to administer, and coordinate the “Los Gatos Fiesta de Artes” festival (the “Event”). This Agreement supersedes and replaces any and all previous agreements between the parties concerning this event and is subject to the following terms and conditions:

NOW, THEREFORE, THE PARTIES AGREE, as follows:

1. TERM OF AGREEMENT

The term shall commence upon the execution of this Agreement and shall terminate on September 30, 2018. An amendment to this Agreement may be made to renew its term, pursuant to Section 8, Terms and Amendments. Such amendment must be approved by the Town Council prior to December 30, 2018.

2. EVENT DATES & TIMES

The Event will take place on a weekend mutually agreed upon between the parties in the month of August. Set up shall be allowed to begin at 4:00 a.m. the Saturday of the event. Staging for the event may begin Friday evening in a mutually agreed upon locations. Prior to April 1st of each year, the parties shall mutually agree upon the date of the Event.

3. PREMISES

The Event shall take place on North Santa Cruz Avenue and West Main Street and nearby streets, as designated on a map provided to the Town Council for annual approval no later than June 1, and attached as Exhibit A (the “Event Grounds”) to this agreement.

4. SCOPE OF SERVICES

KCLG shall provide the following scope of services:

1. KCLG shall provide the Town annually with documentation establishing its non-profit status.
2. KCLG agrees to plan, organize, produce and manage the Fiesta de Artes weekend festival that provides a positive, high quality, social experience through music and arts for families and community members.
3. KCLG shall be responsible for all financial costs and management services required for production and promotion of the Event and raise funds sufficient to cover production costs, through solicitation of sponsorships, merchandise sales and other fundraising activities.
4. KCLG shall provide an adequate number of staff and volunteers to run the Event, and cleaning after the Event.
5. KCLG shall maintain a clean, safe, and attractive environment for the Event.
6. KCLG shall reimburse the Town any and all fees to the American Society of Composers, Authors and Publishers (ASCAP); Broadcast Music Inc. (BMI); and Society of European Stage Authors and Composers (SESAC).
7. KCLG shall apply for and pay the non-profit Special Event Administrative Annual Fee in the amount of \$ 169.00 and an Annual Banner Fee of \$90.60 to the Town which shall be subject to annual adjustments set forth in the Town’s Master Fee Schedule. KCLG is responsible for all other Town fees and requirements associated with the event..
8. KCLG shall comply with all Alcohol Beverage Control (ABC) regulations and obtain all necessary permits, including a Temporary Alcohol Sales Permit from the Los Gatos Police Department and pay a permit as set forth in the Master Fee Schedule. KCLG shall post signs noting the prohibition of alcoholic beverages outside the Event Grounds and provide adequate fencing or barriers to prevent the carrying of alcohol outside of the event site. KCLG shall provide security at each exit and entrance of the Event Grounds to prevent consumption of alcoholic beverages outside of the event and to monitor alcohol use and compliance with alcohol use in accordance to the permits issued.

9. KCLG shall have security provided by the LGMSPD Explorers during the evening hours.
10. KCLG shall obtain permission from property owners for the use of their parking lot areas and provide signage indicating additional parking for event.
11. KCLG shall apply for and follow all conditions of the Sound Amplification Permit and limit amplified sound between the hours of 10 a.m. and 9 p.m. and amplified sound shall not exceed a noise level of 98 decibels, as measured from a distance of 300 feet from the Town Plaza and the Event Grounds as defined in this Agreement. If noise complaints are submitted to Town Staff, the Town reserves the right to direct KCLG to reduce the volume level not to exceed 95 decibels, as measured from a distance of 300 feet from the Town Plaza and the Event Grounds. The sound company provided by KCLG shall provide industry standard sound measuring equipment and establish that sound is within the limits.
12. KCLG shall encourage attendees of the Event to not interfere with pedestrian or vehicular traffic in the area.
13. KCLG shall provide a best estimate of attendance for the Event for Town management planning.
14. KCLG is responsible for properly closing down streets according to Exhibit A. This includes barricading access points and providing proper signage as agreed upon with the Town's Police and Parks and Public Works Departments. Barricades and other equipment may be provided independently or may be rented from the Town according to the Town's Master Fee Schedule.
15. KCLG shall include clearly designated access throughout the Event Grounds for mobility impaired attendees.
16. KCLG shall contract, transport, provide and pay for restrooms and modern full feature hand wash stations at a ratio recommended by a restroom vendor. Restrooms shall be delivered the morning of the Event and picked up the evening of the last day of the Event. The location of the restrooms shall be mutually determined by the parties to this Agreement by June 1 prior to the event.
17. KCLG shall pay for extra trash/recycle/glass containers and pick up costs as determined and required by the Town. KCLG will also include the method of recycling of aluminum and plastic and the company or organization responsible for the recycling. All containers shall be cleared following the conclusion of the event. KCLG shall be responsible for the cleanliness of the Event Grounds, including the removal of trash-refuse not contained in any designated can before vacating the site for any single Event. Should KCLG fail to perform adequate cleanup or damage occurs to Town property, the Town will invoice KCLG at full recovery rates, plus overhead for cleanup and repair.
18. KCLG shall be responsible for notifying neighboring businesses and residences within

300 feet of the Event Grounds, to address any concerns, prior to the Event and provide proof of notice to Event coordinator. Town shall provide KCLG with names and addresses of businesses and residences affected by this requirement.

19. Blankets are prohibited on Town Plaza lawn. KCLG shall provide signage posted in the audience area prohibiting blankets and other items that might interfere with the Event. KCLG shall not allow the unattended staking of any spots and KCLG shall collect any articles in violation of this section and relocate them to a convenient area that does not obstruct the flow of foot traffic.
20. KCLG shall pay the cost of one (1) uniformed Police Personnel assigned to the event per day at the cost according to the Town's Master Fee Schedule. Other than the one (1) uniformed police personnel, KCLG shall not require the use of other police personnel outside their regularly scheduled deployment. If additional police are deemed necessary by the Chief of Police, he/she shall so inform KCLG. Should the Event require extra assignment of police personnel to protect public safety, then KCLG shall compensate the Town at an hourly police officer rate established within the adopted fee schedule.
21. KCLG shall be responsible for the cost of "no parking" signs at .46 cents a sign and for removing all "no parking" signs and barricades and leaving the Event Grounds and surrounding area clean of all debris, signs, and tape or any materials used to adhere signs immediately following event.
22. KCLG shall not close any streets or parking spaces unless clearly designated on Exhibit "A". A barricade with an attendant shall be placed at the entrance of any streets that are barricaded off to vehicle access.
23. KCLG shall be responsible for any portion of the Event Grounds that are damaged by the act, default or negligence of KCLG, its agents, employees, contractors, sub-contractors, patrons, guests, and will pay to the Town, within thirty (30) days of written invoice, such actual and documented sum as shall be reasonably necessary to restore the Event Grounds their condition as received by KCLG at the beginning of the Event Series, excluding normal wear and tear. In connection with the repairs and/or restoration referenced herein, designated representatives of the parties shall conduct a walk-through of pertinent areas of the Event Grounds to the Event and again after the Event. During the walk-through, the parties will assess and identify, as applicable, pre-existing conditions and damages, if any, that may have occurred during KCLG's use, and will consult and agree in good faith as to what, if any, repair or restoration costs will be paid for by KCLG.
24. KCLG agrees that the Town Manager or his/her designee reserves the right to adjust any of the above conditions based on the conduct at the Event, as well as based on legitimate complaints received by the Town from the community at large regarding the Event. The Town agrees that any adjustment of the above conditions constitutes a change in this Agreement and must be feasible for KCLG to accomplish. If any conditions the Town adjusts are not feasible for KCLG, the parties shall meet to discuss a workable remedy. If

not possible, the particular Event in question may be cancelled by either party.

25. KCLG shall make certain all vendors are properly licensed through the Town of Los Gatos. KCLG is responsible for obtaining the one-day business license application and two-day business license fee for each vendor participating at the event. All applications should be filed with the Town no later than two weeks prior to the event.
26. KCLG shall meet all the standards as established by the Fire District.
27. KCLG shall meet all standards as established by the Health Department.

Town shall provide the following scope of services:

28. Town shall provide the use of the Event Grounds for the Los Gatos Fiesta de Artes festival.
29. Town shall provide electrical power to the stage area for the Event day.
30. Town shall allow KCLG to hang banners, with the payment of an Annual Fee, advertising the Event. The size and location of any banners shall be subject to the Town Banner Policy and subject to the Town Manager's approval.

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The Town Manager or his/her designee shall be the Contract Manager for the Town and shall render overall supervision of the progress and performance of this Agreement by the Town.

The Chairperson of KCLG, or a designated KCLG Board officer, shall be the Program Director for KCLG, and shall have overall responsibility for the progress and execution of this Agreement on its behalf. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, the Town shall be notified immediately of such occurrence in writing.

All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

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Town Manager
Town of Los Gatos
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KCLG:
Terry Martin
President and Chairperson

Kiwanis Club of Los Gatos
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Los Gatos, CA 95030

6. REPORTING

KCLG shall submit an annual report to the Town each year prior to October 1 on a Report Form as provided by the Town and any relevant supporting documents shall be attached.

7. DEFAULT, CURE AND TERMINATION

KCLG shall be deemed to be in default of its obligations under this Agreement if the Contract Manager determines that KCLG is providing services below the established minimum standard of service set forth in this Agreement. In this Event, KCLG shall be notified in writing and provided the opportunity to cure the default by providing the Town with a plan for improvement of services required of KCLG by this Agreement provided hereunder within ten (10) business days of receipt of written notice of the Town's determination of a default. Said plan shall address each and every service issue referred to in the Town's notice, providing the method for improvement, an explanation, as necessary, for how the method will result in an improvement, and a schedule for the actions necessary to ensure the planned improvement of services. The Town shall review KCLG's plan for improvement and determine within ten (10) business days after receipt of the plan and at its sole discretion whether the plan is satisfactory to cure the default. In the Event the plan is not deemed satisfactory, the Town may, at its sole discretion, suspend or cancel this Agreement without incurring any liability to KCLG.

In addition to the above paragraph, this Agreement shall automatically terminate without a right to cure upon the occurrence of any of the following circumstances:

1. If KCLG (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to the Town.
2. The existence of pending litigation against KCLG that may in any manner affect its ability to perform any of its duties or obligations under this Agreement.
3. KCLG taking any action requiring Town approval without first having obtained such approval.
4. KCLG submits to the Town any reports that are purposely false or incomplete in any material respect.
5. KCLG declares bankruptcy or otherwise indicates that it is no longer willing or able to meet its obligations under this Agreement.
6. KCLG refuses to accept any additional conditions that may be imposed by federal or state requirements.

7. The Town, at its sole discretion, determines there are imminent health and safety issues involved with the Event.

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The relationship of KCLG to the Town is that of an independent contractor. KCLG is responsible for the results of its services and compliance with the terms of this Agreement. KCLG has full rights to manage employees subject to the requirements of the law. All persons employed by KCLG in connection with this Agreement shall be employees of KCLG and not employees of the Town in any respect. KCLG shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.

None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written Town approval. All subcontractors are deemed to be contractors of KCLG, and KCLG agrees to be responsible for their performance and any liabilities attached to their actions or omissions.

This Agreement is based on the unique services of KCLG. This Agreement shall not be assigned or transferred without the written consent of the Town. No changes or variations of any kind are authorized without the written consent of the Town Manager.

9. COMPLIANCE WITH LAW

KCLG shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws, ordinances, codes, regulations, and decrees. Failure of KCLG to, in any manner, observe and adhere to law as described herein or as amended shall in no way relieve KCLG of responsibility to adhere to same and KCLG herein acknowledges this responsibility. KCLG represents and warrants to the Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required to practice its profession and to provide the services required hereunder, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement. KCLG represents and warrants to Town that KCLG shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required to provide its services, including all licenses necessary to use and or display any artistic works in the performance of the services required by this Agreement.

10. TERMS AND AMENDMENTS

This Agreement supersedes and replaces any and all previous agreements between the parties concerning this event. Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual Agreement in writing of the parties hereto unless the Amendments are made by the Town as corrective actions, in which case they will be adopted as ordered.

11. LEGAL MATTERS

This document, including Exhibits represents the entire and integrated Agreement between the Town and KCLG, and supersedes all prior negotiations, representations, and agreements, either written or oral.

The terms of this Agreement shall bind, and inure to the benefit of, the parties, their heirs, successors, and assigns.

12. HOLD HARMLESS AND INDEMNIFICATION

KCLG hereby assumes full responsibility for the acts and conduct of all persons at the Town Plaza during the Event and hereby releases and agrees to protect, defend, hold harmless, and indemnify the Town, its Town Council, its officers, employees and elected officials, boards and commissions, from and against all claims, injury, liability, loss, costs and expense, or damage, however same may be caused, including all cost and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss or damage to property (real and/ or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with KCLG's activities under this Agreement, or in consequence thereof, except to the extent arising from the Town's or its officers', agents', employees' or representatives' gross negligence, willful misconduct or criminal act.

13. INSURANCE REQUIREMENTS

KCLG shall supply proof of General Liability (GL) insurance and Automobile Liability (AL) insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than AA. Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the Event. Both the GL and AL insurance will be in the minimum amount of \$1,000,000.00 combined single limit, and will name the Town and the Town officers, employees, agents, and registered volunteers as additional insured under the coverage afforded. Such insurance will be primary and noncontributing with respect to any other insurance available to the Town and will include a severability of interest (cross-liability) clause.

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.

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

A copy of the policy or a certificate of insurance along with an additional endorsement naming the Town as an Additional Insured must be filed in the Town Clerks Office at least ten (10) business days prior to the scheduled Event. The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved in advance by the Town.

14. MISCELLANEOUS PROVISIONS

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

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

Under no circumstances shall KCLG have the authority or power to pledge the credit of the Town, or incur any obligation in the name of the Town. KCLG shall save and hold harmless the Town, its Town Council, its officers, employees and boards and commissions from expenses arising out of this Agreement.

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

Neither KCLG nor any of its subcontractors shall discriminate in the employment of persons because of their race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act. Neither KCLG nor any of its subcontractors shall discriminate in the provision of any services or programs because of race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

TOWN OF LOS GATOS

KIWANIS CLUB OF LOS GATOS

Laurel Prevetti
Town Manager

Terry Martin
President

APPROVED AS TO FORM

Robert Schultz
Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 6

DATE: JANUARY 6, 2017
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: ADOPT A RESOLUTION ACCEPTING THE DEDICATIONS AND APPROVING
THE PARCEL MAP FOR 15975 UNION AVENUE

RECOMMENDATION:

Adopt a resolution (Attachment 1) accepting the dedications and approving the parcel map for 15975 Union Avenue.

BACKGROUND:

On January 27, 2016, the Planning Commission considered the subdivision project at 15975 Union Avenue. The application was continued to the March 9, 2016 agenda, where the Planning Commission denied the applications making three of seven possible findings for denial on the basis that the subdivision did not satisfy the State Subdivision Map Act, in particular subsections (b), (c), and (d), pursuant to the Subdivision Map Act Section 66474.

The decision of the Planning Commission was appealed to the Town Council by the applicant on March 16, 2016 and considered by Council on May 3, 2016, during which the appeal was granted and the proposed project was approved.

The developer, Betchart Union Ave Joint Venture Partnership, is now ready to file the parcel map to subdivide and create three new parcels and dedicate to the Town public right of way along both the project's Union Avenue and Blossom Hill Road frontages. Acceptance of the dedications will allow for this.

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

SUBJECT: ADOPT A RESOLUTION ACCEPTING THE DEDICATIONS AND APPROVING THE
PARCEL MAP FOR 15975 UNION AVENUE
JANUARY 6, 2017

DISCUSSION:

The parcel map subdivides an existing 0.99-acre parcel into three single-family lots. The developer has provided all necessary maps and drawings. The developer is required to provide the required contracts, bonds, and liability insurance to guarantee the construction of all improvements. The developer has paid the appropriate fees to fully comply with the previously imposed development conditions and Town ordinances.

The developer is also required to dedicate fee title property to the Town to provide additional public right of way along the project's Union Avenue and Blossom Hill Road frontages, as well as property as a public service easement and emergency vehicle access easement within the proposed private drive, and a sidewalk easement within Parcel 1. Easement dedications are in varying widths and are all shown on the attached map (Attachment 2).

CONCLUSION:

Staff recommends that Council adopt a resolution accepting the dedications and approving the parcel map for 15975 Union Avenue. Approval of this item will complete these dedications.

FISCAL IMPACT:

The Town will incur an incremental ongoing maintenance costs for the additional public right of way improvements following acceptance of the project. Given that the Town already maintains both Blossom Hill Road and Union Avenue, this incremental cost is expected to be small relative to the cost of maintaining the entire intersection.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and it is Categorically Exempt (Section 15303: New Construction or Conversion of Small Structures). A Notice of Exemption will not be filed.

Attachments:

1. Resolution Approving Final Map for Parcel Map for 15975 Union Avenue
2. Parcel Map for 15975 Union Avenue

Distribution

Betchart Union Ave Joint Venture Partnership, 4309 Hacienda Drive, Suite 450, Pleasanton, CA 94588

RESOLUTION 2017-
RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING PARCEL MAP OF 15975 UNION AVENUE
ACCEPTING THE DEDICATIONS

WHEREAS, on May 3, 2016, the Town Council of the Town of Los Gatos approved the Subdivision Application M-15-001, with conditions; and

WHEREAS, the Owner or Subdivider has complied with the conditions of Subdivision Application M-15-001; and

WHEREAS, construction of the proposed project necessitates the dedication of property to the Town of Los Gatos; and

WHEREAS, the Town of Los Gatos General Plan requires dedication of fee title for land required for public streets.

NOW, THEREFORE, BE IT RESOLVED that the certain Parcel Map of 15975 Union Avenue in the Town of Los Gatos, dated August 2016, and prepared by Hanna & Brunetti for approval by the Town Engineer of the Town of Los Gatos, is hereby approved; all offers of land for public use therein made on said map are hereby accepted in fee title.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 17th day of January, 2017, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CA

ATTEST:

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

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY OFFER TO DEDICATE TO PUBLIC SERVICE EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING BUT NOT LIMITED TO POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM DRAINAGE, SANITARY SEWER AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON OR OVER THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

WE ALSO HEREBY OFFER TO DEDICATE TO PUBLIC USE AN EASEMENT FOR
SIDEWALK PURPOSES UPON AND OVER THAT STRIP OF LAND DELINEATED
AND DESIGNATED AS 'SIDEWALK EASEMENT' ON THIS MAP.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF PARCELS 2 AND 3, THEIR LICENSEES, VISITORS, AND TENANTS, AN EASEMENT FOR PARKING PURPOSES UPON AND OVER THAT STRIP OF LAND LYING WITHIN PARCEL 1 DELINEATED AND DESIGNATED AS 'PARKING EASEMENT' ON THIS MAP.

ALL THE HEREIN DELINEATED AND DESIGNATED STREETS AND EASEMENTS SHOWN ON THIS MAP ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

BY: _____

ITS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE
VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE
DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____ BEFORE ME, _____,
PERSONALLY APPEARED _____

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE
STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND
CORRECT.

PRINCIPAL PLACE OF BUSINESS _____

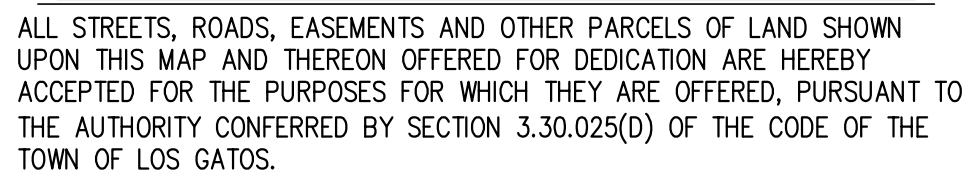
NOTARY'S COMMISSION NO. _____ EXPIRES: _____

SCALE: AS SHOWN



THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TIM CROMIN IN NOVEMBER, 2014. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN SAID POSITIONS WITHIN ONE YEAR AFTER THE FILING OF THIS MAP IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, AND THAT SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE _____



I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH, PURSUANT TO SECTION 66411.1 OF THE GOVERNMENT CODE RELATING TO SUBDIVISIONS.

DATE _____

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE GOVERNMENT CODE (CALIFORNIA SUBDIVISION MAP ACT).

DATE _____

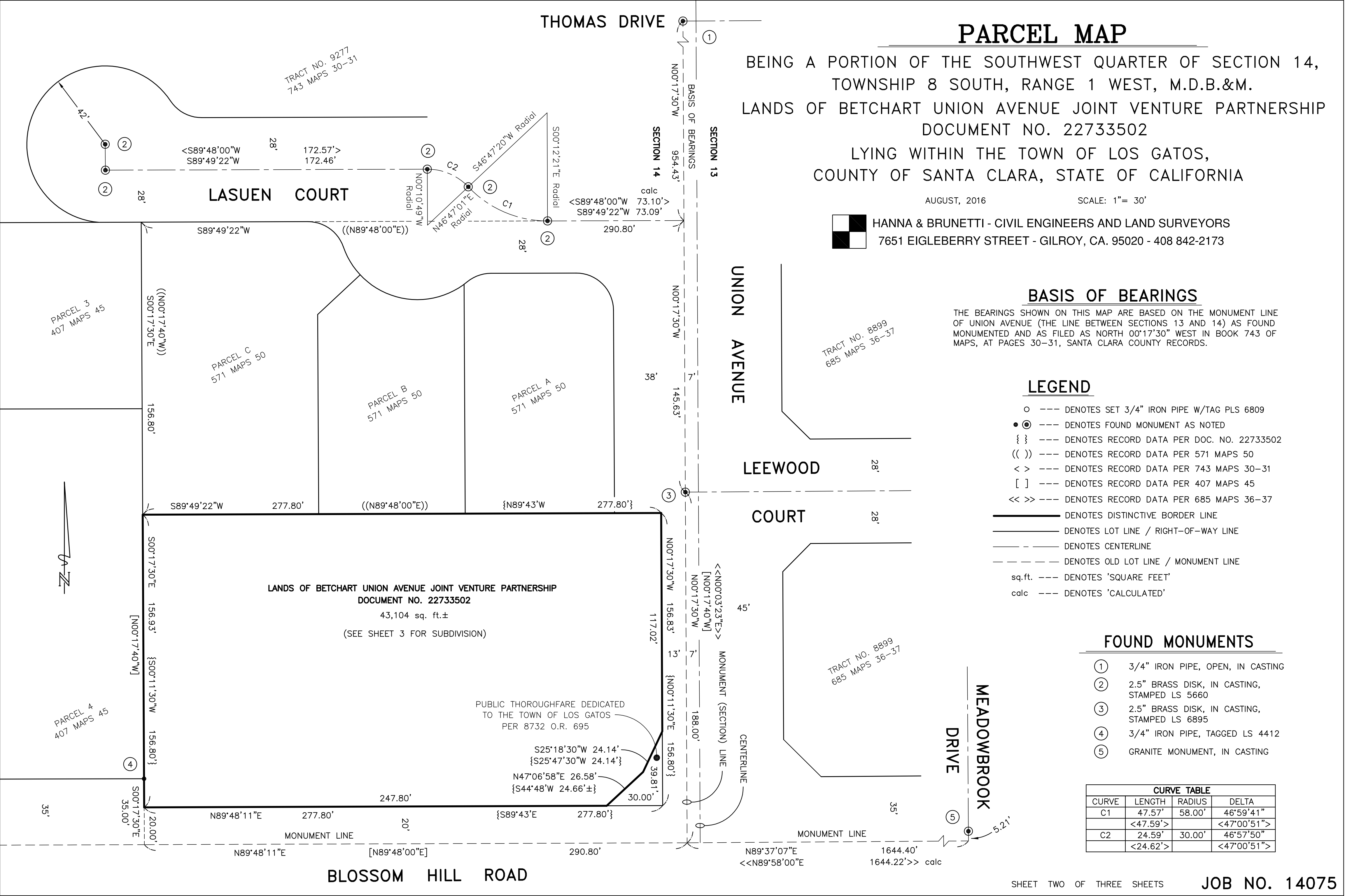
_____ M. IN BOOK _____ OF MAPS, AT PAGE(S) _____

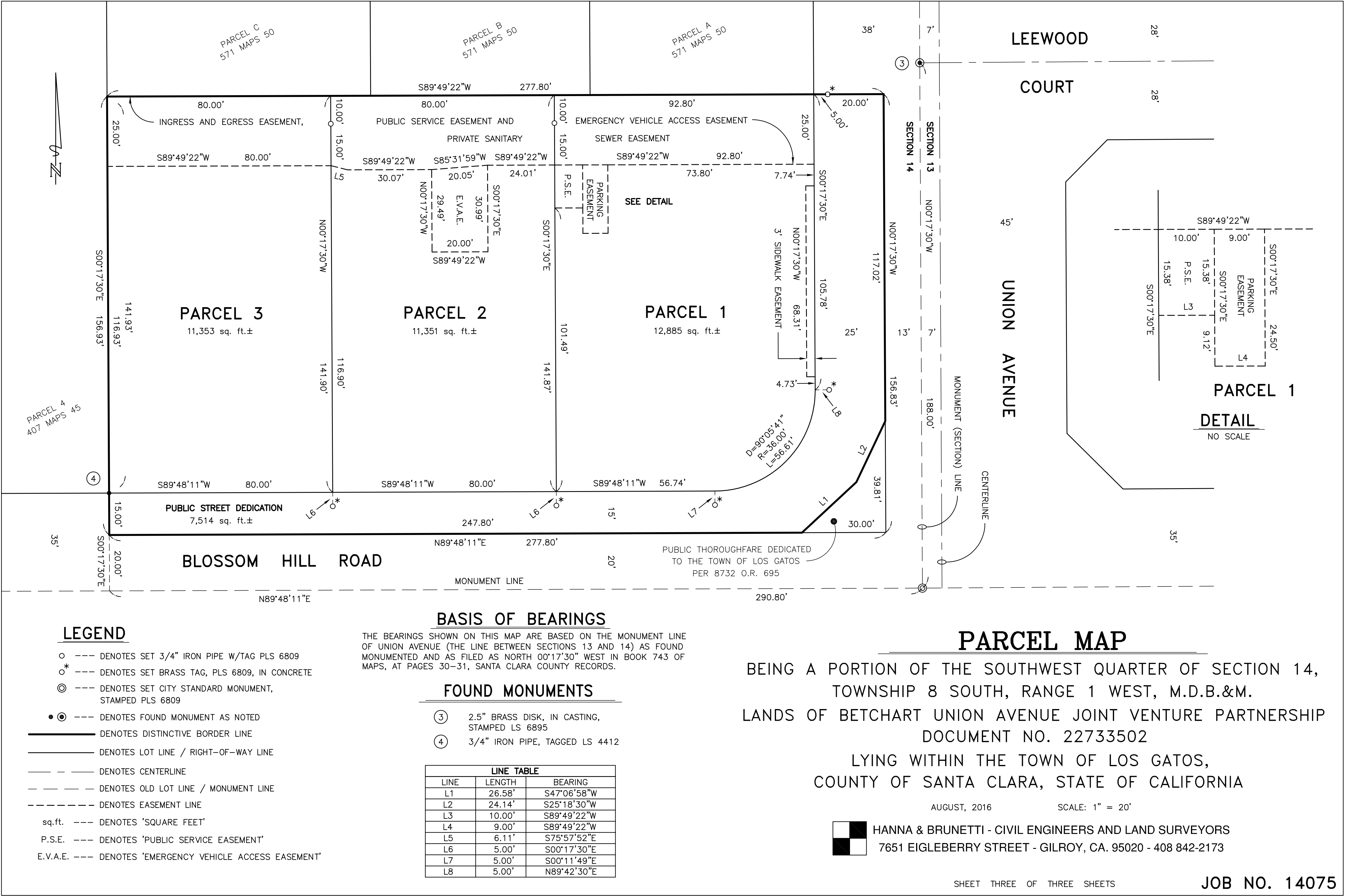
FEE: _____

FILE NO. _____

BY: _____
DEPUTY

JOB NO. 14075





RESOLUTION 2017-001

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
APPROVING PARCEL MAP OF 15975 UNION AVENUE
ACCEPTING THE DEDICATIONS**

WHEREAS, on May 3, 2016, the Town Council of the Town of Los Gatos approved the Subdivision Application M-15-001, with conditions; and

WHEREAS, the Owner or Subdivider has complied with the conditions of Subdivision Application M-15-001; and

WHEREAS, construction of the proposed project necessitates the dedication of property to the Town of Los Gatos; and

WHEREAS, the Town of Los Gatos General Plan requires dedication of fee title for land required for public streets.

NOW, THEREFORE, BE IT RESOLVED that the certain Parcel Map of 15975 Union Avenue, attached as Exhibit A, in the Town of Los Gatos, dated August 2016, and prepared by Hanna & Brunetti for approval by the Town Engineer of the Town of Los Gatos, is hereby approved; all offers of land for public use therein made on said map are hereby accepted in fee title.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 17th day of January, 2017, by the following vote:

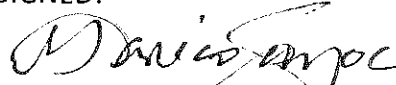
COUNCIL MEMBERS:

AYES: Marcia Jensen, Steve Leonardis, Rob Rennie, Barbara Spector, Mayor Marico Sayoc

NAYS: None.

ABSENT: None.


SIGNED:



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

DATE: 1-18-17

ATTEST:


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

DATE: 1/18/17

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

WE HEREBY OFFER TO DEDICATE TO PUBLIC USE EASEMENTS FOR THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

WE ALSO HEREBY OFFER TO DEDICATE TO PUBLIC USE EASEMENTS FOR THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

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WE ALSO HEREBY OFFER TO DEDICATE TO PUBLIC USE EASEMENTS FOR THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

WE ALSO HEREBY OFFER TO DEDICATE TO PUBLIC USE EASEMENTS FOR THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THIS MAP.

OWNER:
BETCHART UNION AVENUE JOINT VENTURE PARTNERSHIP,
A CALIFORNIA GENERAL PARTNERSHIP

BY: _____

PRINTED NAME _____

ITS: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE OF ACKNOWLEDGMENT SHALL SIGN THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS SERVICE IS BEING RENDERED, AND SHALL STATE THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } ss
COUNTY OF _____ }
ON _____ BEFORE ME,
PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEY SIGNATURE(S) ON THE WITHIN INSTRUMENT, HE/SHE/IT/HEY INTEND TO BE BOUND BY THE SAME.

I, CLERK OF THE COUNTY OF CALIFORNIA, DO HEREBY CERTIFY THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

NOTARY'S SIGNATURE _____ PRINTED NAME: _____

PRINCIPAL PLACE OF BUSINESS _____

NOTARY'S COMMISSION NO. _____ EXPIRES: _____

PARCEL MAP

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.

LANDS OF BETCHART UNION AVENUE JOINT VENTURE PARTNERSHIP
DOCUMENT NO. 22733502

LYING WITHIN THE TOWN OF LOS GATOS,

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

AUGUST, 2016 SCALE: AS SHOWN



HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SUBDIVISION MAP ACT. I HEREBY STATE THAT THIS PARCEL MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DELINEATED AND DESIGNATED AS "P.S.E." OR "PUBLIC SERVICE EASEMENT" ON THE WITHIN INSTRUMENT, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THE FIELD WITHIN ONE YEAR OF THE FILING OF THIS MAP IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, AND THAT SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETAINED.

JOHN K. KING
P.L.S. 5809



DATE _____

TOWN ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SURVEYOR'S WORK IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH, AND THAT THE MAP IS IN ACCORDANCE WITH SECTION 66442 OF THE GOVERNMENT CODE RELATING TO SUBDIVISIONS.

LISA PETERSEN
R.C.E. 46792

DATE _____

TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THE MAP IS SUBSTANTIALLY CORRECT IN ACCORDANCE WITH SECTION 66442 OF THE GOVERNMENT CODE (CALIFORNIA SUBDIVISION MAP ACT).

MICHAEL K. COOPER
R.C.E. 29072 - REC EXP. 3/31/17

DATE _____

CERTIFICATE OF ACCEPTANCE

ALL STREETS, ROADS, EASEMENTS AND OTHER PARCELS OF LAND SHOWN UPON THIS MAP AND THEREON OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES FOR WHICH THEY ARE OFFERED, PURSUANT TO THE AUTHORITY CONFERRED BY SECTION 3.50.025(0) OF THE CODE OF THE TOWN OF LOS GATOS.

TOWN OF LOS GATOS

DATE _____

ATTEST: _____

CLERK, ADMINISTRATOR
TOWN OF LOS GATOS

DATE _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____

_____ M. IN BOOK _____ OF MAPS, AT PAGE(S) _____

THRU _____, SANTA CLARA COUNTY RECORDS, AT THE

REQUEST OF HANNA AND BRUNETTI.

FEE: _____

FILE NO. _____

REGINA ALCONDEIRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY: _____ DEPUTY

SHEET ONE OF THREE SHEETS

JOB NO. 14075

PARCEL MAP

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF BETCHART UNION AVENUE JOINT VENTURE PARTNERSHIP
DOCUMENT NO. 22733502
LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SCALE: 1"= 30'

AUGUST, 2016

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE MONUMENT LINE
OF UNION AVENUE (THE LINE BETWEEN SECTIONS 13 AND 14) AS FOUND
MONUMENTED AND AS FILED AS NORTH 00°17'30" WEST IN BOOK 743 OF
MAPS, AT PAGES 30-31, SANTA CLARA COUNTY RECORDS.

LEGEND

- DENOTES SET 3/4" IRON PIPE W/TAG PLS 6809
- DENOTES FOUND MONUMENT AS NOTED
- { } DENOTES RECORD DATA PER DOC. NO. 22733502
- (()) DENOTES RECORD DATA PER 571 MAPS 50
- < > DENOTES RECORD DATA PER 743 MAPS 30-31
- [] DENOTES RECORD DATA PER 407 MAPS 45
- << >> DENOTES RECORD DATA PER 685 MAPS 36-37
- DENOTES DISTINCTIVE BORDER LINE
- DENOTES LOT LINE / RIGHT-OF-WAY LINE
- DENOTES CENTERLINE
- DENOTES OLD LOT LINE / MONUMENT LINE
- sq. ft. --- DENOTES "SQUARE FEET"
- calc --- DENOTES "CALCULATED"

FOUND MONUMENTS

- ① 3/4" IRON PIPE, OPEN, IN CASTING
- ② 2.5" BRASS DISK, IN CASTING, STAMPED LS 5680
- ③ 2.5" BRASS DISK, IN CASTING, STAMPED LS 6895
- ④ 3/4" IRON PIPE, TAGGED LS 4412
- ⑤ GRANITE MONUMENT, IN CASTING

| CURVE | LENGTH | RADIUS | DELTA |
|-------|---------|--------|-------------|
| C1 | 47.97' | 35.00' | <45°58.51"> |
| C2 | 24.93' | 30.00' | <46°52.80"> |
| | 224.62' | | <27°00.51"> |

THOMAS DRIVE

SECTION 13
BASIS OF BEARINGS
N00°17'30"W 954.43'

SECTION 14
BASIS OF BEARINGS
N00°17'30"W 145.63'

S00°12'21"E Radial
S46°17'20"W Radial
N44°17'01"E Radial
N00°10'49"W Radial
((N89°48'00"E))

LASUEN COURT

UNION AVENUE

LEEWOOD COURT

COURT

MEADOWBROOK DRIVE

BLOSSOM HILL ROAD

TRACT NO. 2271
743 MAPS 30-31

TRACT NO. 45
407 MAPS 45

TRACT NO. 50
511 MAPS 50

TRACT NO. 50
511 MAPS 50

LANDS OF BETCHART UNION AVENUE JOINT VENTURE PARTNERSHIP
DOCUMENT NO. 22733502
43,104 sq. ft. ±
(SEE SHEET 3 FOR SUBDIVISION)

PUBLIC TRACQUOURE DEDICATED
TO THE TOWN OF LOS GATOS
PER 8732 C.A. 695

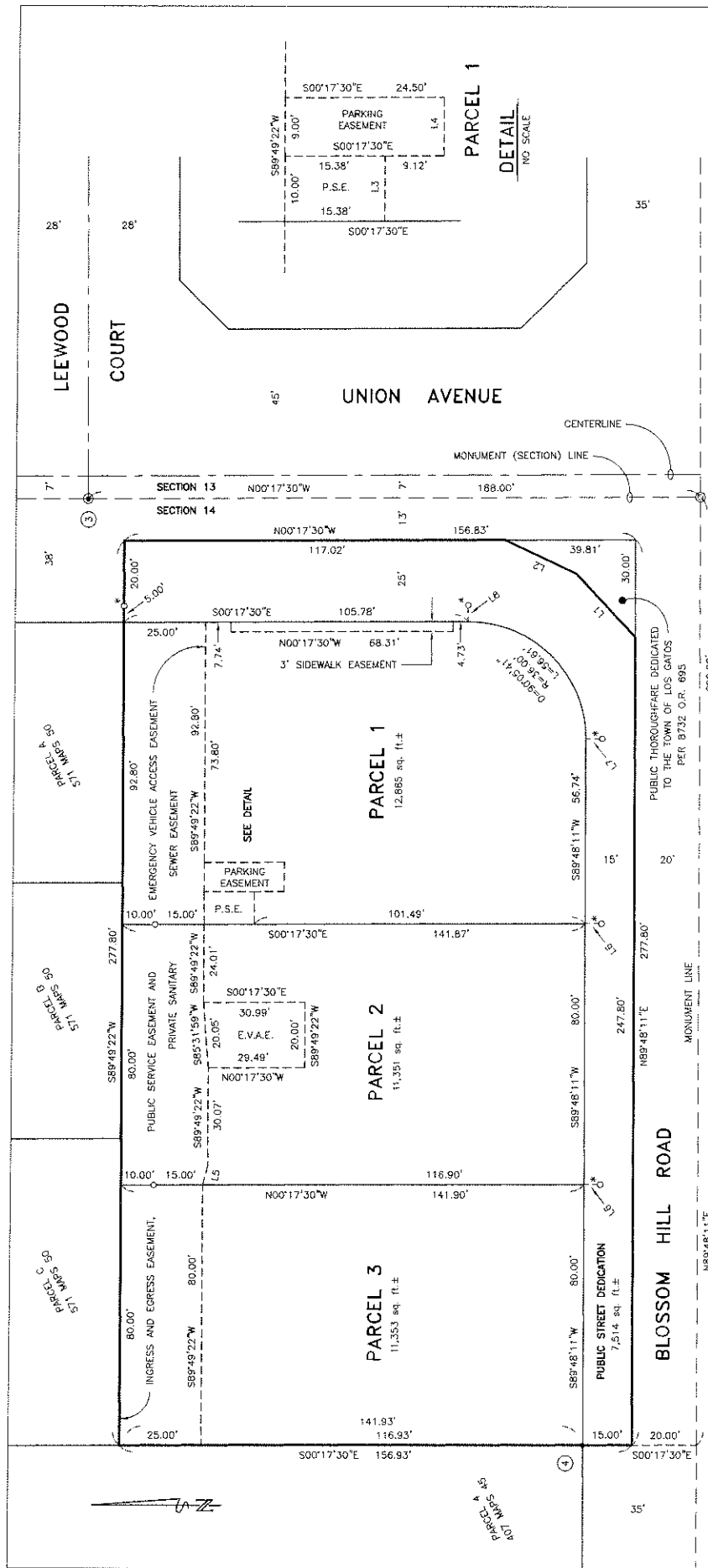
S25°18'30"W 24.14'
S25°47'30"W 24.14'
N47°06'58"E 25.58'
[S44°48'W 24.66 ±]

1644.40'
1644.22' >> calc

N89°37'07"E
<N89°56'00"E

N89°48'11"E
[N89°48'00"E]

S00°17'30"E
35.00'



PARCEL MAP

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 8 SOUTH, RANGE 1 WEST, M.D.B.&M.
LANDS OF BETCHART UNION AVENUE JOINT VENTURE PARTNERSHIP
DOCUMENT NO. 22733502

LYING WITHIN THE TOWN OF LOS GATOS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

AUGUST, 2016 SCALE: 1" = 20'

HANNA & BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7851 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SHEET THREE OF THREE SHEETS JOB NO. 14075

LEGEND

○ --- DENOTES SET 3/4" IRON PIPE W/TAG PLS 6809
○ --- DENOTES SET BRASS TAG, PLS 6809, IN CONCRETE
○ --- DENOTES SET CITY STANDARD MONUMENT,
STAMPED PLS 6809
● --- DENOTES FOUND MONUMENT AS NOTED
--- DENOTES DISTINCTIVE BORDER LINE
--- DENOTES LOT LINE / RIGHT-OF-WAY LINE
--- DENOTES CENTERLINE
--- DENOTES OLD LOT LINE / MONUMENT LINE
--- DENOTES EASEMENT LINE
--- DENOTES "SQUARE FEET"
--- DENOTES "PUBLIC SERVICE EASEMENT"
--- DENOTES "EMERGENCY VEHICLE ACCESS EASEMENT"

FOUND MONUMENTS

③ 2.5" BRASS DISK, IN CASTING,
STAMPED LS 6805
④ 3/4" IRON PIPE, TAGGED LS 4412

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 25.58' | S47°08'58"W |
| L2 | 25.14' | S25°18'30"W |
| L3 | 10.00' | S89°49'22"W |
| L4 | 8.00' | S89°49'22"W |
| L5 | 8.00' | S73°57'32"E |
| L6 | 5.00' | S00°17'30"E |
| L7 | 5.00' | S00°17'30"E |
| L8 | 5.00' | N89°42'30"E |



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 7

DATE: JANUARY 5, 2017

TO: MAYOR AND TOWN COUNCIL

FROM: LAUREL PREVETTI, TOWN MANAGER

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE CONTRACTING AGREEMENT WITH TRINITY SOURCE GROUP TO PROVIDE ADDITIONAL COMPENSATION FOR GROUNDWATER MONITORING SERVICES IN AN AMOUNT OF \$17,628, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$62,430

RECOMMENDATION:

Authorize the Town Manager to execute a Second Amendment to the Contracting Agreement (Attachment 1) with Trinity Source Group to provide additional compensation for groundwater monitoring services in an amount of \$17,628, for a total agreement amount not to exceed \$62,430.

BACKGROUND:

During the late 1980's, the Town's corporation yard experienced soil contamination from an oil leak. The cleanup documentation was never fully completed with the State of California at the time and the case was ultimately transferred to the County of Santa Clara (County).

To ensure the contamination issue is resolved, the County requires testing of monitoring wells installed on-site for this purpose and the County has set strict timelines to ensure progress on the work. Non-compliance with the County's schedule will result in fines.

In June of 2015, the Town received a directive letter from the County requiring the preparation of a work plan to address the contamination, activate or construct the necessary monitoring wells, and conduct one set of groundwater monitoring tests.

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH TRINITY SOURCE GROUP TO PROVIDE ADDITIONAL COMPENSATION FOR GROUNDWATER MONITORING SERVICES IN AN AMOUNT OF \$17,628, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$62,430
JANUARY 5, 2017

BACKGROUND (cont'd):

Staff solicited three local Environmental Engineering firms to bid competitively for the work plan development and complete the work required. Trinity Source Group was the lowest bidder and an agreement in the amount of \$12,500 was executed in June 2015.

In the course of initial testing, it was discovered that two wells were not in a condition that allowed them to be utilized, including having low water levels due to the drought. The recommendation from Trinity Source Group was to redevelop the two wells and perform surrounding soil testing to reaffirm the absence of contamination. The County accepted the recommendations from Trinity Source Group and required a second work plan development and completion of the required work to close the case.

In December of 2015, a First Amendment to the agreement was executed in an additional amount of \$32,302, to provide the additional groundwater monitoring services required by the County. This work was conducted in June of 2016 and a report was submitted to the County in August of 2016.

In the latter report, Trinity Source Group recommended proceeding with an additional soil vapor sampling test approximately six months after the first test, as described in the County approved Work Plan, to further assess soil vapor conditions at the site.

DISCUSSION:

The requested amendment will provide for the additional testing recommended by Trinity Source Group and the County. During this next testing, it is anticipated that the well water volumes will be adequate given current rain forecasts, and detected contaminate levels will continue to be below the San Francisco Bay Regional Water Quality Control Board environmental screening levels, which will allow the wells to be abandoned and will bring the project to conclusion.

The Second Amendment will bring the cumulative amount of the contract to \$62,430, which exceeds Town Manager authority and requires authorization from Town Council.

PAGE 3 OF 3

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT WITH TRINITY SOURCE GROUP TO PROVIDE ADDITIONAL COMPENSATION FOR GROUNDWATER MONITORING SERVICES IN AN AMOUNT OF \$17,628, FOR A TOTAL AGREEMENT AMOUNT NOT TO EXCEED \$62,430
JANUARY 5, 2017

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a Second Amendment to the agreement with Trinity Source Group to provide additional compensation for groundwater monitoring services in an amount of \$17,628, for a total agreement amount not to exceed \$62,430.

FISCAL IMPACT:

Staff will request a mid-year budget adjustment \$17,628 for the additional funds required in FY 2016/17.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Proposed Second Amendment to Agreement
2. First Amendment to Agreement
3. Agreement

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 17th day of January, 2017 and amends that certain agreement for First Amendment to Contracting Agreement dated December 17, 2015, made by and between the **Town of Los Gatos**, ("Town,"), and **Trinity Source Group, Inc.** ("Consultant.")

RECITALS

- A. Town and Consultant entered into a Contracting Agreement on June 18, 2015, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
- B. Town and Consultant entered into a First Amendment to Contracting Agreement on December 17, 2015, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- C. Town desires to amend the Contracting Agreement to provide additional compensation for additional services and extend the term of the agreement.

AMENDMENT

1. Scope of Services. Consultant shall conduct additional environmental consulting services as described in the Time and Materials Fee Estimate dated November 30, 2016, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
2. Compensation is amended to provide an additional amount not to exceed \$17,628.

The total compensation for the agreement shall not exceed \$62,430.

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

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

Town of Los Gatos

Trinity Source Group, by:

By: _____
Laurel Prevetti, Town Manager

By: _____

Name/Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

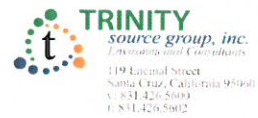
Attest:

Robert Schultz, Town Attorney

Shelley Neis, CMC, Clerk Administrator

Table 1
Time and Materials Fee Estimate

Client: Mr. Jim Harbin
Town of Los Gatos
Corporation Yard
41 Miles Ave.
Los Gatos, CA



Project: UST Case Closure Status

Proj. No. 532.002

WORK TASK SUMMARY AND COST ESTIMATE TOTAL

| | Task |
|--|------------------|
| | Subtotals |
| TASK 9: 3rd Groundwater Monitoring Event - 7 Monitoring Wells | \$5,730 |
| TASK 10: Reporting - 3rd Groundwater Monitoring Event | \$2,489 |
| TASK 11: 4th Groundwater Monitoring Event - 7 Monitoring Wells | \$5,730 |
| TASK 12: Reporting - 4th Groundwater Monitoring Event | \$3,679 |
| Total: | \$17,628 |

DETAILED SUMMARY

TASK 9: 3rd Groundwater Monitoring Event - 7 Monitoring Wells

| LABOR & EQUIPMENT | | | | |
|---------------------------------|-------|---|--------|---------------|
| Number | Units | | Rate | Extended Cost |
| 0.00 | Hrs | Principal Geologist | \$200 | \$0 |
| 2.00 | Hrs | Senior Geologist | \$180 | \$360 |
| 4.00 | Hrs | Project Geologist/Scientist | \$124 | \$496 |
| 6.00 | Hrs | Staff Geologist/Scientist | \$99 | \$594 |
| 24.00 | Hrs | Field Technician II | \$83 | \$1,992 |
| 1.00 | Day | Misc. Small Tools, Materials, and Equipment | \$75 | \$75 |
| 14.00 | Each | Bailer | \$15 | \$210 |
| 70.00 | Miles | Vehicle - Round Trip Travel | \$0.95 | \$66.50 |
| 1.00 | Day | GW Sampling Pump | \$15 | \$15 |
| 1.00 | day | Cond TDS pH meter | 25.00 | \$25 |
| 1.00 | day | Water level meter | 25.00 | \$25 |
| 1.00 | Day | Dissolved Oxygen Meter | 25.00 | \$25 |
| 3.00 | Each | 55-gallon drum | \$57 | \$171 |
| SUBCONT. & MATERIALS | | | | |
| 7.00 | ea | GW Analysis for TPHd and TPHg - ESC 8015B | \$55 | \$443 |
| 7.00 | ea | GW Analysis for VOCs full list - ESC 8260B | \$70 | \$564 |
| 1.00 | ea | ESC charges for disposal, energy | \$32 | \$37 |
| 1.00 | ea | Drum Delivery/Pickup Stop Fee | \$100 | \$115 |
| 3.00 | ea | Drum Disposal | \$150 | \$518 |

Table 1
Time and Materials Fee Estimate

Task 9 Subtotal **\$5,730**

TASK 10: Reporting - 3rd Groundwater Monitoring Event

| LABOR & EQUIPMENT | | | | |
|-------------------------|-------|-----------------------------|-------|----------------|
| Number | Units | | Rate | Extended Cost |
| 0.50 | Hrs | Principal Geologist | \$200 | \$100 |
| 2.00 | Hrs | Senior Geologist | \$180 | \$360 |
| 2.00 | Hrs | Project Geologist/Scientist | \$124 | \$248 |
| 14.00 | Hrs | Staff Geologist/Scientist | \$99 | \$1,386 |
| 0.00 | Hrs | Field Technician II | \$83 | \$0 |
| 5.00 | Hrs | Drafter | \$79 | \$395 |
| 0.00 | Miles | Vehicle - Round Trip Travel | 0.95 | \$0 |
| Task 10 Subtotal | | | | \$2,489 |

TASK 11: 4th Groundwater Monitoring Event - 7 Monitoring Wells

| LABOR & EQUIPMENT | | | | |
|-------------------------|-------|---|--------|----------------|
| Number | Units | | Rate | Extended Cost |
| 0.00 | Hrs | Principal Geologist | \$200 | \$0 |
| 2.00 | Hrs | Senior Geologist | \$180 | \$360 |
| 4.00 | Hrs | Project Geologist/Scientist | \$124 | \$496 |
| 6.00 | Hrs | Staff Geologist/Scientist | \$99 | \$594 |
| 24.00 | Hrs | Field Technician II | \$83 | \$1,992 |
| 1.00 | Day | Misc. Small Tools, Materials, and Equipment | \$75 | \$75 |
| 14.00 | Each | Bailer | \$15 | \$210 |
| 70.00 | Miles | Vehicle - Round Trip Travel | \$0.95 | \$66.50 |
| 1.00 | Day | GW Sampling Pump | \$15 | \$15 |
| 1.00 | day | Cond TDS pH meter | 25.00 | \$25 |
| 1.00 | day | Water level meter | 25.00 | \$25 |
| 1.00 | Day | Dissolved Oxygen Meter | 25.00 | \$25 |
| 3.00 | Each | 55-gallon drum | \$57 | \$171 |
| Task 11 Subtotal | | | | \$5,730 |

Task 11 Subtotal **\$5,730**

TASK 12: Reporting - 4th Groundwater Monitoring Event

| LABOR & EQUIPMENT | | | | |
|-------------------------|-------|-----------------------------|-------|----------------|
| Number | Units | | Rate | Extended Cost |
| 1.00 | Hrs | Principal Geologist | \$200 | \$200 |
| 2.00 | Hrs | Senior Geologist | \$180 | \$360 |
| 6.00 | Hrs | Project Geologist/Scientist | \$124 | \$744 |
| 20.00 | Hrs | Staff Geologist/Scientist | \$99 | \$1,980 |
| 0.00 | Hrs | Field Technician II | \$83 | \$0 |
| 5.00 | Hrs | Drafter | \$79 | \$395 |
| 0.00 | Miles | Vehicle - Round Trip Travel | 0.95 | \$0 |
| Task 12 Subtotal | | | | \$3,679 |

FIRST AMENDMENT TO CONTRACTING AGREEMENT

This First Amendment to Contracting Agreement is dated for identification this 17th of December, 16.017
2015 and amends that certain Contracting Agreement dated June 18, 2015, made by and between the
Town of Los Gatos, ("Town,") and Trinity Source Group, Inc., ("Consultant.")

RECITALS

- A. Town and Consultant entered into a Contracting Agreement on June 18, 2015 ("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 to provide additional services and extend the term of the agreement.

AMENDMENT

1. Scope of Services:
Consultant shall conduct additional environmental consulting services for:
 - A. Further testing of wells and surrounding soils for contamination at 41 Miles Avenue, as per the attached Additional Work Authorization request dated November 19, 2015, a copy of which is attached hereto as Attachment 2 and incorporated herein by reference.
 - B. Soil Vapor Work Plan, sampling, assessments and reports as described in the attached Work Authorization No. 2 dated November 19, 2015 a copy of which is attached hereto as Attachment 3 and incorporated herein by reference.
2. Compensation. Additional compensation for Consultant's services **shall not exceed \$31,479 and \$823, for a total of \$32,302**, inclusive of all costs. Payment shall be based upon Town approval of each task.
3. Period of Performance. The term of the Agreement shall be extended to expire on June 30, 2016.
4. All other terms and conditions of the Agreement remain in full force and effect.

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

Town of Los Gatos

By: Laurel Prevetti
Laurel Prevetti, Town Manager

Consultant, by:

By: David A. Reinsma

Title: President

Department Approval:

Matt Morley
Matt Morley
Director of Parks and Public Works

Approved as to Form:

Robert Schultz
Robert Schultz, Town Attorney



HEADQUARTERS:
119 Encinal Street
Santa Cruz, California 95060
Phone: (831) 426-5600
Fax: (831) 426-5602

CLERK DEPARTMENT

AGR 15,110

IIIH _____

ORD _____

REC _____

RESO _____

CLIENT CONTRACT/P.O. Not Applicable

Trinity Project No. MKT2015

TRINITY OFFICE PERFORMING WORK:
Santa Cruz, CA

**AUTHORIZATION FOR
ENVIRONMENTAL INVESTIGATION AND CONTRACTING SERVICES**

CLIENT: Name Jim Harbin
Company Town of Los Gatos
Address 41 Miles Avenue
City Los Gatos State California Zip 95030
Phone 408-395-5310 Email: JHarbin@losgatosca.gov

Signing of this Authorization by CLIENT and CONSULTANT (Trinity Source Group, Inc. [Trinity]) authorizes CONSULTANT to complete the Services as described below in consideration of the mutual covenants set forth herein.

PROJECT NAME: The Services described below are to be provided by CONSULTANT in connection with a Project identified as follows: Perform environmental consulting services at the Town of Los Gatos Corporation Yard, 41 Miles Ave., Los Gatos, California.

SCOPE OF SERVICES: CONSULTANT will perform the services indicated below:

_____ Services as described in attached correspondence dated _____
_____ Services as described in attached Scope of Services dated _____
_____ Services described below for a time and materials fee:

Professional Environmental Consulting Services associated with but not limited to the following: Task 1 Prepare a Work Plan to Address Impediments to UST Case Closure, Task 2 Well Development, and Task 3 Conduct One Groundwater Monitoring Event.

FEE FOR SERVICES: CONSULTANT's fee for Services identified above shall be as indicated below:

☒ A Time and Materials fee of \$12,500 based on personnel, equipment and expense rates set forth on the attached Trinity 2014-2015 Fee Schedule. Trinity will not exceed the aforementioned time and materials cost without prior approval from CLIENT.

_____ A lump sum fixed fee of \$ _____

_____ A lump sum fixed fee of \$ _____ plus other direct costs and expenses billed at cost plus 15%.

_____ Other (specify) _____

RETAINER: \$0.00 for this initial work scope; a retainer may apply for future work authorizations.

PROGRESS PAYMENTS: ☒ Apply ☐ Do not apply

CLIENT AND CONSULTANT acknowledge that they are in agreement with the terms and conditions as set forth on the attached Terms and Conditions.

APPROVED FOR CLIENT:**ACCEPTED FOR CONSULTANT:**

Signatures: _____

Signature: David A. Reinsma

Names: _____

Name: David A. Reinsma

Titles: _____

Title: President and Principal Geologist

Date: _____

Date: May 13, 2015

1. **TIME PERIOD FOR PERFORMANCE:** TRINITY will commence Services as specified in the Scope of Services, and will complete such Services in a diligent manner. TRINITY will not be responsible for delays caused by factors beyond TRINITY's control which could not readily have been foreseen when this Authorization was received.
2. **EXTRA SERVICES:** TRINITY will perform Extra Services not specified in the Scope of Services, provided TRINITY and CLIENT have agreed to the scope and fee of such services in writing.
3. **TIME OF PAYMENTS:** TRINITY will submit monthly invoices for unbilled portion of Services or Extra Services actually completed. CLIENT agrees to pay the invoiced amount within 30 days from date of invoice. Any payment not received by TRINITY within said 30 days shall be considered delinquent and the amounts due TRINITY shall accrue a late charge of 1 - 1/2 % per month for each month from date of invoice. In the event any payment due TRINITY under the terms of this Authorization is delinquent, TRINITY may suspend all services until all delinquent payments have been received.
4. **TAXES:** Fees quoted do not include any state, federal or local applicable taxes, and will be the responsibility of the CLIENT excluding payroll taxes associated with TRINITY's and/or our subcontractors labor.
5. **STANDARD OF PERFORMANCE:** TRINITY shall perform its services in accordance with generally accepted engineering and consulting standards in effect at the time services were performed. TRINITY makes no other warranty, express or implied.
6. **ENVIRONMENTAL ASSESSMENTS:** TRINITY's Phase 1 reports present professional opinions and findings of a scientific and technical nature. While attempts have been made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, or compliance with environmental laws, rules or policies of federal, state or local government agencies.
7. **CONSULTANT'S LIABILITY:** TRINITY shall perform its work as an independent contractor, and shall have responsibility for and control over details and means of the performance for the work described in the Scope of Work. TRINITY is not the agent of the CLIENT when performing this Agreement, unless agreed to by TRINITY and CLIENT in writing and only to the extent expressly agreed to by TRINITY. TRINITY's aggregate liability for damages arising out of the services rendered pursuant to this Agreement, whether arising out of tort or contract, is limited to an amount not to exceed \$50,000 or the total gross billings of TRINITY to the CLIENT hereunder, whichever is more. In the event that CLIENT desires to increase the amount of liability, TRINITY may adjust this limitation upon written agreement provided CLIENT agrees to pay an additional fee to TRINITY to offset this cost to TRINITY of this additional risk of liability. TRINITY is not liable for and consequential or indirect damages, including but not limited to lost profits, loss of use of property and CLIENT's breach of other contracts. TRINITY will be responsible only for the activities of its employees and for TRINITY's subcontractors.
8. **CLIENT INDEMNIFICATION:** CLIENT and TRINITY agree to indemnify and hold each other harmless from any claims, loss, injury, damage, fines, causes of action, attorney's fees, costs and litigation expenses ("claims") asserted against or incurred by the indemnitee by any person or entity (including, without limitation, TRINITY's and CLIENT's employees) proximately caused by, in whole or in part, the indemnitor's negligence or intentional misconduct. When such claim is due to negligence or intentional misconduct of both TRINITY and CLIENT, each shall be entitled to contribution from the other in proportion to their allocable shares of responsibility as determined by agreement or dispute resolution. Attorney's fees and litigation expenses recoverable under this paragraph include fees and costs incurred in establishing a party's right to indemnification.
9. **HAZARDOUS SUBSTANCES:** If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") are encountered at the site, and if these "wastes" require handling, transportation or disposal at an off-site facility, TRINITY will assist in advising the CLIENT of the CLIENT's options. However, TRINITY will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, or take control of any "wastes". CLIENT shall indemnify and hold TRINITY harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any "wastes" in the course of TRINITY's performance of this Agreement.

DISTRIBUTION: TRINITY Contracts

Client

Project File

Page 2 of 3

Contracting Agreement Short Form – Rev 2014

10. **CLIENT-PROVIDED INFORMATION:** TRINITY is entitled to rely on all information furnished or to be furnished by CLIENT. CLIENT agrees to defend and indemnify TRINITY, its officers, agents and employees from any and all claims of any kind arising out of or related to any claims caused by or contributed to by any errors or omissions in information provided to TRINITY.
11. **ACCESS, APPROVALS, PERMITS:** CLIENT shall arrange for access and make all provisions for TRINITY to enter public and private property as required for TRINITY to perform the specified services. CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. CLIENT is responsible for informing TRINITY of the locations of any underground structures. TRINITY will not be responsible for inadvertent damages to utility lines or other subsurface structure that were not made known to TRINITY prior to the start of drilling.
12. **SAFETY:** It is the responsibility of the CLIENT to provide and maintain a safe working environment for its employees, TRINITY's employees and that of TRINITY's subcontractors, agents, the public and any other third party at the facility where TRINITY and TRINITY's subcontractors are to perform their work. It is the responsibility of TRINITY and TRINITY's subcontractors to provide and maintain a safe working environment for the CLIENT's facility and its employees, tenants and the general public during the course of TRINITY's and TRINITY's subcontractors work.
13. **ASSIGNMENT:** TRINITY shall not assign this Authorization (except for accounts receivable) without prior written consent of CLIENT, but may, employ any other party it deems necessary or proper for any part of the work required to be performed by TRINITY under the terms of this Authorization.
14. **TERMINATION:** Either party may terminate this Authorization at any time upon seven (7) days prior written notice to the other. In such event, TRINITY will be compensated for services actually performed under the Authorization to the termination date together with all reasonable costs arising out of such termination.
15. **APPLICABLE LAW:** This contract shall be enforced in accordance with the laws of Santa Cruz County, State of California.
16. **TIME LIMIT FOR CLAIMS:** Any claim brought by CLIENT against TRINITY will be brought not later than one year after the date of substantial completion of TRINITY's services hereunder or the expiration of the appropriate statute of limitation, whichever is earlier.
17. **ATTORNEY'S, AGENT, OR, COLLECTION AGENCY FEES AND EXPENSES:** In the event this Authorization should be referred to an attorney of law, agent, or collection agency for collection, CLIENT agrees to pay such reasonable fees TRINITY may incur, in the collection hereof.
18. **ENTIRE AGREEMENT:** The Agreement (and any referenced attachments) constitute the entire agreement between CLIENT and TRINITY and supersedes all prior or oral or written representations or agreements. This Agreement shall not be modified except in writing and signed by both parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.



2014-2015 FEE SCHEDULE
TRINITY SOURCE GROUP, INC.

EMPLOYEE RATES

| <u>POSITION TITLE</u> | <u>RATE/HOUR</u> |
|------------------------|------------------|
| Expert Witness | \$250 |
| Principal Geologist | \$180 |
| Principal Engineer | \$180 |
| Senior Project Manager | \$175 |
| Senior Engineer | \$165 |
| Senior Geologist | \$165 |
| Project Geologist | \$115 |
| Project Engineer | \$115 |
| Project Scientist | \$115 |
| Staff Engineer | \$92 |
| Staff Geologist | \$92 |
| Staff Scientist | \$92 |
| Technician II | \$77 |
| Technician I | \$72 |
| Draftsperson | \$70 |
| Administrative | \$60 |

SUBCONTRACTS, TRAVEL AND OTHER CHARGES

ITEMS AT NO CHARGE

Computer time
Fax charges
Document reproduction

OVERTIME

Overtime for hourly employees is 1.5x the standard billing rate as approved by client in advance.
Salaried employees are billed at the standard rate.

TRAVEL/PER DIEM

Travel time is charged in accordance with the above schedule, up to a maximum of 8 hours/day.
Mileage charge for a personal auto, and company owned truck or vehicle is \$0.95/mile.
Per diem charge is area specific, but shall not exceed reasonable lodging cost plus \$60.00/day.

SUBCONTRACTED AND MISCELLANEOUS CHARGES

Charges for certain outside services and expenses including, but not limited to, subcontractors, permit fees, construction materials, rented vehicles and equipment, transportation on public carriers, and shipping charges will be billed at cost plus 15%.

WORK AUTHORIZATION No. 1

May 13, 2015

Issued Pursuant to Environmental Investigation and Contracting Agreement

Effective May 13, 2015

By and Between

Trinity Source Group, Inc. (Trinity)

and

Town of Los Gatos (CLIENT)

Client Office: 41 Miles Avenue Trinity Project No.: MK2015
Los Gatos, CA 95030 Work Order Type: T&M

Client Contact: Jim Harbin

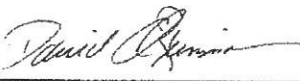
Trinity Office: 119 Encinal Street
Santa Cruz, CA 95060

Trinity Contact: Debra Moser

1. SCOPE OF WORK: Conduct Environmental Consulting Services Including: Task 1 Prepare a Work Plan to Address Impediments to UST Case Closure, as requested by Santa Clara County Environmental Health, Task 2 Well Development, and Task 3 Conduct One Groundwater Monitoring Event for Existing Wells, including conclusions and recommendations for further work as needed
2. LOCATION/CLIENT FACILITY INVOLVED: Town of Los Gatos Corporation Yard, 41 Miles Avenue, Los Gatos, CA
3. PERIOD OF PERFORMANCE: As per Proposal
4. AUTHORIZED FUNDING: \$12,500 (estimated at \$4,000 for Task 1, \$2,500 for Task 2, and \$6,000 for Task 3)
5. SPECIAL PROVISIONS: All work shall be conducted in accordance with the terms and conditions set forth in the Trinity Source Group, Inc. Authorization for Environmental Investigation and Contracting Services Agreement dated and executed on May 13, 2015.

Trinity Source Group, Inc.:

CLIENT: Town of Los Gatos

By: 

By: 

Name: David A. Reinsma

Name: Les White

Title: President & Principal Geologist

Title: Interim Town Manager

Date: May 13, 2015

Date: 6-25-2015

From: Jim Harbin
Sent: Thursday, December 17, 2015 3:43 PM
To: Stefanie Hockemeyer
Subject: FW: project charges and next steps, 41 Miles Ave.

Additional work authorization request.

From: Debra Moser [<mailto:djm@tsgcorp.net>]
Sent: Monday, November 09, 2015 9:44 AM
To: Jim Harbin
Cc: Spencer Davis
Subject: project charges and next steps, 41 Miles Ave.

Hi Jim,

We received the latest letter from Aaron Costa at Santa Clara County, requesting the soil gas investigation work plan and additional groundwater monitoring for 41 Miles Ave. Would you like for us to send over a new Work Authorization for this work?

Also, Trinity will soon issue the final invoice for the groundwater monitoring well development and sampling that led to the report we submitted in October. We exceeded the total budget of \$12,500 by about \$950. Per the County request, we developed and sampled two wells additional to the original scope, which contributed to the overage. Is there a procedure we should follow to request additional funds for this?

Please feel free to call either Spencer Davis or me with questions; we will wait to hear from you before initiating the soil gas work plan requested by the County.

Thank you,
Debbie

Amount = \$823,
not \$950

Debra J. Moser, PG, CEG, CHG
Senior Geologist
Trinity Source Group, Inc.
119 Encinal Street
Santa Cruz, CA 95060

We have moved!
Please note our new address.

Tel: (831) 426-5600
Fax: (831) 426-5602

Visit our website at: www.trinitysourcegroup.com

The materials transmitted by this electronic mail are confidential, are only for the use of the intended recipient, and may also be subject to applicable privileges. Any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error,

WORK AUTHORIZATION No. 2

November 19, 2015

Issued Pursuant to Environmental Investigation and Contracting Agreement

Effective May 13, 2015

By and Between

Trinity Source Group, Inc. (Trinity)

and

Town of Los Gatos (CLIENT)

Client Office: 41 Miles Avenue Trinity Project No.: 532.002.001
Los Gatos, CA 95030 Work Order Type: T&M

Client Contact: Jim Harbin

Trinity Office: 119 Encinal Street
Santa Cruz, CA 95060

Trinity Contact: Debra Moser/Spencer Davis

1. SCOPE OF WORK: Conduct Environmental Consulting Services Including: Task 1 Prepare a Work Plan for Soil Vapor Assessment, as requested by Santa Clara County Environmental Health, Task 2 Develop Monitoring Wells E-1 and E-4, and Survey All Monitoring Wells, Task 3 Install and Sample Two Soil Vapor Probes, Task 4 1st Soil Vapor Sampling Event Report, Task 5 Conduct Groundwater Monitoring Event during First Quarter of 2016, Task 6 1st Quarter 2016 Groundwater Monitoring Report, Task 7 Conduct 2nd Soil Vapor Sampling Event, Task 8 2nd Soil Vapor Sampling Event Report
2. LOCATION/CLIENT FACILITY INVOLVED: Town of Los Gatos Corporation Yard, 41 Miles Avenue, Los Gatos, CA
3. PERIOD OF PERFORMANCE: As per Proposal
4. AUTHORIZED FUNDING: \$31,479 (estimated at \$3,533 for Task 1, \$4,480 for Task 2, \$6,328 for Task 3, \$2,962 for Task 4, \$4,622 for Task 5, \$2,288 For Task 6, \$4,305 For Task 7, and \$2,962 for Task 8)
5. SPECIAL PROVISIONS: All work shall be conducted in accordance with the terms and conditions set forth in the Trinity Source Group, Inc. Authorization for Environmental Investigation and Contracting Services Agreement dated and executed on May 13, 2015.

Trinity Source Group, Inc.:

CLIENT: Town of Los Gatos

By: 

By: 

Name: David A. Reinsma

Name: Jim Harbin

Title: President & Principal Geologist

Title: Facilities & Environmental Program Manager

Date: November 19, 2015

Date: 12/3/15

CLERK DEPARTMENT

AGR 15.110

IIIH _____

ORD _____

REC _____

RESO _____

CLIENT CONTRACT/P.O. Not Applicable

Trinity Project No. MKT2015

TRINITY OFFICE PERFORMING WORK:

Santa Cruz, CA



HEADQUARTERS:

119 Encinal Street

Santa Cruz, California 95060

Phone: (831) 426-5600

Fax: (831) 426-5602

**AUTHORIZATION FOR
ENVIRONMENTAL INVESTIGATION AND CONTRACTING SERVICES**

CLIENT: Name Jim Harbin
Company Town of Los Gatos
Address 41 Miles Avenue
City Los Gatos State California Zip 95030
Phone 408-395-5310 Email: JHarbin@losgatosca.gov

Signing of this Authorization by CLIENT and CONSULTANT (Trinity Source Group, Inc. [Trinity]) authorizes CONSULTANT to complete the Services as described below in consideration of the mutual covenants set forth herein.

PROJECT NAME: The Services described below are to be provided by CONSULTANT in connection with a Project identified as follows: Perform environmental consulting services at the Town of Los Gatos Corporation Yard, 41 Miles Ave., Los Gatos, California.

SCOPE OF SERVICES: CONSULTANT will perform the services indicated below:

_____ Services as described in attached correspondence dated _____
_____ Services as described in attached Scope of Services dated _____
_____ Services described below for a time and materials fee:

Professional Environmental Consulting Services associated with but not limited to the following: Task 1 Prepare a Work Plan to Address Impediments to UST Case Closure, Task 2 Well Development, and Task 3 Conduct One Groundwater Monitoring Event.

FEE FOR SERVICES: CONSULTANT's fee for Services identified above shall be as indicated below:

X A Time and Materials fee of \$12,500 based on personnel, equipment and expense rates set forth on the attached Trinity 2014-2015 Fee Schedule. Trinity will not exceed the aforementioned time and materials cost without prior approval from CLIENT.

_____ A lump sum fixed fee of \$ _____

_____ A lump sum fixed fee of \$ _____ plus other direct costs and expenses billed at cost plus 15%.

_____ Other (specify) _____

RETAINER: \$0.00 for this initial work scope; a retainer may apply for future work authorizations.

PROGRESS PAYMENTS: x Apply _____ Do not apply

CLIENT AND CONSULTANT acknowledge that they are in agreement with the terms and conditions as set forth on the attached Terms and Conditions.

APPROVED FOR CLIENT:

Signatures: 

Names: Les White

Titles: Interim Town Manager

Date: 7-7-2015

ACCEPTED FOR CONSULTANT:

Signature: 

Name: David A. Reinsma

Title: President and Principal Geologist

Date: May 13, 2015

1. **TIME PERIOD FOR PERFORMANCE:** TRINITY will commence Services as specified in the Scope of Services, and will complete such Services in a diligent manner. TRINITY will not be responsible for delays caused by factors beyond TRINITY's control which could not readily have been foreseen when this Authorization was received.
2. **EXTRA SERVICES:** TRINITY will perform Extra Services not specified in the Scope of Services, provided TRINITY and CLIENT have agreed to the scope and fee of such services in writing.
3. **TIME OF PAYMENTS:** TRINITY will submit monthly invoices for unbilled portion of Services or Extra Services actually completed. CLIENT agrees to pay the invoiced amount within 30 days from date of invoice. Any payment not received by TRINITY within said 30 days shall be considered delinquent and the amounts due TRINITY shall accrue a late charge of 1 - 1/2 % per month for each month from date of invoice. In the event any payment due TRINITY under the terms of this Authorization is delinquent, TRINITY may suspend all services until all delinquent payments have been received.
4. **TAXES:** Fees quoted do not include any state, federal or local applicable taxes, and will be the responsibility of the CLIENT excluding payroll taxes associated with TRINITY's and/or our subcontractors labor.
5. **STANDARD OF PERFORMANCE:** TRINITY shall perform its services in accordance with generally accepted engineering and consulting standards in effect at the time services were performed. TRINITY makes no other warranty, express or implied.
6. **ENVIRONMENTAL ASSESSMENTS:** TRINITY's Phase 1 reports present professional opinions and findings of a scientific and technical nature. While attempts have been made to relate the data and findings to applicable environmental laws and regulations, the report shall not be construed to offer legal opinion or representations as to the requirements of, or compliance with environmental laws, rules or policies of federal, state or local government agencies.
7. **CONSULTANT'S LIABILITY:** TRINITY shall perform its work as an independent contractor, and shall have responsibility for and control over details and means of the performance for the work described in the Scope of Work. TRINITY is not the agent of the CLIENT when performing this Agreement, unless agreed to by TRINITY and CLIENT in writing and only to the extent expressly agreed to by TRINITY. TRINITY's aggregate liability for damages arising out of the services rendered pursuant to this Agreement, whether arising out of tort or contract, is limited to an amount not to exceed \$50,000 or the total gross billings of TRINITY to the CLIENT hereunder, whichever is more. In the event that CLIENT desires to increase the amount of liability, TRINITY may adjust this limitation upon written agreement provided CLIENT agrees to pay an additional fee to TRINITY to offset this cost to TRINITY of this additional risk of liability. TRINITY is not liable for and consequential or indirect damages, including but not limited to lost profits, loss of use of property and CLIENT's breach of other contracts. TRINITY will be responsible only for the activities of its employees and for TRINITY's subcontractors.
8. **CLIENT INDEMNIFICATION:** CLIENT and TRINITY agree to indemnify and hold each other harmless from any claims, loss, injury, damage, fines, causes of action, attorney's fees, costs and litigation expenses ("claims") asserted against or incurred by the indemnitee by any person or entity (including, without limitation, TRINITY's and CLIENT's employees) proximately caused by, in whole or in part, the indemnitor's negligence or intentional misconduct. When such claim is due to negligence or intentional misconduct of both TRINITY and CLIENT, each shall be entitled to contribution from the other in proportion to their allocable shares of responsibility as determined by agreement or dispute resolution. Attorney's fees and litigation expenses recoverable under this paragraph include fees and costs incurred in establishing a party's right to indemnification.
9. **HAZARDOUS SUBSTANCES:** If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "wastes") are encountered at the site, and if these "wastes" require handling, transportation or disposal at an off-site facility, TRINITY will assist in advising the CLIENT of the CLIENT's options. However, TRINITY will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, or take control of any "wastes". CLIENT shall indemnify and hold TRINITY harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any "wastes" in the course of TRINITY's performance of this Agreement.

10. **CLIENT-PROVIDED INFORMATION:** TRINITY is entitled to rely on all information furnished or to be furnished by CLIENT. CLIENT agrees to defend and indemnify TRINITY, its officers, agents and employees from any and all claims of any kind arising out of or related to any claims caused by or contributed to by any errors or omissions in information provided to TRINITY.
11. **ACCESS, APPROVALS, PERMITS:** CLIENT shall arrange for access and make all provisions for TRINITY to enter public and private property as required for TRINITY to perform the specified services. CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. CLIENT is responsible for informing TRINITY of the locations of any underground structures. TRINITY will not be responsible for inadvertent damages to utility lines or other subsurface structure that were not made known to TRINITY prior to the start of drilling.
12. **SAFETY:** It is the responsibility of the CLIENT to provide and maintain a safe working environment for its employees, TRINITY's employees and that of TRINITY's subcontractors, agents, the public and any other third party at the facility where TRINITY and TRINITY's subcontractors are to perform their work. It is the responsibility of TRINITY and TRINITY's subcontractors to provide and maintain a safe working environment for the CLIENT's facility and its employees, tenants and the general public during the course of TRINITY's and TRINITY' subcontractors work.
13. **ASSIGNMENT:** TRINITY shall not assign this Authorization (except for accounts receivable) without prior written consent of CLIENT, but may, employ any other party it deems necessary or proper for any part of the work required to be performed by TRINITY under the terms of this Authorization.
14. **TERMINATION:** Either party may terminate this Authorization at any time upon seven (7) days prior written notice to the other. In such event, TRINITY will be compensated for services actually performed under the Authorization to the termination date together with all reasonable costs arising out of such termination.
15. **APPLICABLE LAW:** This contract shall be enforced in accordance with the laws of Santa Cruz County, State of California.
16. **TIME LIMIT FOR CLAIMS:** Any claim brought by CLIENT against TRINITY will be brought not later than one year after the date of substantial completion of TRINITY's services hereunder or the expiration of the appropriate statute of limitation, whichever is earlier.
17. **ATTORNEY'S, AGENT, OR, COLLECTION AGENCY FEES AND EXPENSES:** In the event this Authorization should be referred to an attorney of law, agent, or collection agency for collection, CLIENT agrees to pay such reasonable fees TRINITY may incur, in the collection hereof.
18. **ENTIRE AGREEMENT:** The Agreement (and any referenced attachments) constitute the entire agreement between CLIENT and TRINITY and supersedes all prior or oral or written representations or agreements. This Agreement shall not be modified except in writing and signed by both parties. If any provision of this Agreement is determined by a court to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.



2014-2015 FEE SCHEDULE TRINITY SOURCE GROUP, INC.

EMPLOYEE RATES

| <u>POSITION TITLE</u> | <u>RATE/HOUR</u> |
|------------------------|------------------|
| Expert Witness | \$250 |
| Principal Geologist | \$180 |
| Principal Engineer | \$180 |
| Senior Project Manager | \$175 |
| Senior Engineer | \$165 |
| Senior Geologist | \$165 |
| Project Geologist | \$115 |
| Project Engineer | \$115 |
| Project Scientist | \$115 |
| Staff Engineer | \$92 |
| Staff Geologist | \$92 |
| Staff Scientist | \$92 |
| Technician II | \$77 |
| Technician I | \$72 |
| Draftsperson | \$70 |
| Administrative | \$60 |

SUBCONTRACTS, TRAVEL AND OTHER CHARGES

ITEMS AT NO CHARGE

Computer time
Fax charges
Document reproduction

OVERTIME

Overtime for hourly employees is 1.5x the standard billing rate as approved by client in advance.
Salaried employees are billed at the standard rate.

TRAVEL/PER DIEM

Travel time is charged in accordance with the above schedule, up to a maximum of 8 hours/day.
Mileage charge for a personal auto, and company owned truck or vehicle is \$0.95/mile.
Per diem charge is area specific, but shall not exceed reasonable lodging cost plus \$60.00/day.

SUBCONTRACTED AND MISCELLANEOUS CHARGES

Charges for certain outside services and expenses including, but not limited to, subcontractors, permit fees, construction materials, rented vehicles and equipment, transportation on public carriers, and shipping charges will be billed at cost plus 15%.

WORK AUTHORIZATION No. 1

May 13, 2015

Issued Pursuant to Environmental Investigation and Contracting Agreement

Effective May 13, 2015

By and Between

Trinity Source Group, Inc. (Trinity)

and

Town of Los Gatos (CLIENT)

Client Office: 41 Miles Avenue Trinity Project No.: MK2015
Los Gatos, CA 95030 Work Order Type: T&M

Client Contact: Jim Harbin

Trinity Office: 119 Encinal Street
Santa Cruz, CA 95060

Trinity Contact: Debra Moser

1. SCOPE OF WORK: Conduct Environmental Consulting Services Including: Task 1 Prepare a Work Plan to Address Impediments to UST Case Closure, as requested by Santa Clara County Environmental Health, Task 2 Well Development, and Task 3 Conduct One Groundwater Monitoring Event for Existing Wells, including conclusions and recommendations for further work as needed
2. LOCATION/CLIENT FACILITY INVOLVED: Town of Los Gatos Corporation Yard, 41 Miles Avenue, Los Gatos, CA
3. PERIOD OF PERFORMANCE: As per Proposal
4. AUTHORIZED FUNDING: \$12,500 (estimated at \$4,000 for Task 1, \$2,500 for Task 2, and \$6,000 for Task 3)
5. SPECIAL PROVISIONS: All work shall be conducted in accordance with the terms and conditions set forth in the Trinity Source Group, Inc. Authorization for Environmental Investigation and Contracting Services Agreement dated and executed on May 13, 2015.

Trinity Source Group, Inc.:

CLIENT: Town of Los Gatos

By: 

By: 

Name: David A. Reinsma

Name: Les White

Title: President & Principal Geologist

Title: Interim Town Manager

Date: May 13, 2015

Date: 6-25-2015



AEI

Consultants

3880 S. Bascom Ave., Suite 109, San Jose, CA 95124

Environmental & Engineering Services

Tel: 408.559.7600 Fax: 408.559.7601

April 17, 2015

Mr. Jim Harbin
Town of Los Gatos
41 Miles Avenue
Los Gatos, California 95030
Sent Via Electronic Mail to: JHarbin@losgatosca.gov

Subject: Proposal, Environmental Consulting Services
41 Miles Avenue, Los Gatos, California
AEI Proposal 41202

Dear Mr. Harbin:

AEI Consultants (AEI) has prepared this proposal to provide environmental consulting services related to the fuel leak investigation at 41 Miles Avenue in Los Gatos, California ("the Site"). AEI understands that there is an existing fuel leak investigation case open with the County of Santa Clara, Department of Environmental Health relating to a former waste oil underground storage tank (UST) at the Site. In the County's letter dated February 20, 2015 they have requested submittal of a "Work Plan to Address Impediments to Closure" as identified in their letter dated October 20, 2014. This proposal has been written to meet this request and to sample the existing groundwater monitoring wells. AEI's proposed scope of work, schedule and estimate budget are presented below.

SCOPE OF WORK

AEI proposes to perform the following tasks to sample the existing groundwater monitoring wells; E1, MW2, MW3, MW4, E2, E3, and E4; and prepare a work plan presenting a path towards meeting the low-threat closure policy:

Well Development

- Prepare a site specific health and safety plan (HASP) for the project.
- Notify client and property contact person of the nature and schedule of the work.
- AEI will contract a licensed drilling company to develop the existing wells at the Site. This is to ensure that valid groundwater samples can be collected in wells that have been untouched in over twenty years.
- Groundwater is expected at approximately 15 to 20 feet below ground surface (bgs) according to available historical information.

Groundwater Sampling

- Following a minimum of 48-hours after completion of the well development activities, AEI will collect groundwater samples from each of the monitoring wells. Groundwater samples will be collected using low-flow purging techniques. Following parameter stabilization, samples will be collected in laboratory supplied bottles, sealed, labeled, and placed in an ice-chilled cooler for transport to the analytical laboratory.

Initial _____ Date _____

- Each groundwater sample will be analyzed for total petroleum hydrocarbons (multi-range) using US EPA Testing Method 8015M, with silica gel cleanup, and gasoline, fuel oxygenates, and volatile organic compounds using US EPA Testing Method 8260B.
- Purge water from the well development and groundwater sampling activities will be stored on-site in 55-gallon DOT-approved drums pending profiling and proper disposal.

Work Plan Preparation

AEI will prepare a work plan to address the "impediments to closure" as requested by the County. The work plan will include:

- A summary of the background of the fuel leak investigation and remediation activities performed based upon the available historical information, including tables summarizing the historical data collected.
- Present the results of the proposed groundwater sampling including tabular summaries of the analytical data.
- A conceptual site model describing the presumed release scenario, potential receptors, and appropriate risk-based cleanup goals.
- Figures presenting the historical and current information.
- AEI's proposed activities to meet the low-threat closure policy requirements as warranted by the current groundwater results and as discussed and decided upon with representatives from the Town of Los Gatos.
- AEI will provide a draft of the completed work plan to the Town of Los Gatos for review and comment prior to submittal of the document to the County.

COST ESTIMATE AND ASSUMPTIONS

AEI will complete the stated scope of work for the total price of \$ 13,400.00, comprised of the following fixed price items:

| | |
|-----------------------|------------|
| Well Development | \$7,000.00 |
| Groundwater Sampling | \$3,600.00 |
| Work Plan Preparation | \$2,800.00 |

We have estimated the time requirements and associated costs of the proposed scope of work on the basis and level of effort deemed appropriate for the evaluation and based on the following assumptions:

- Field activities will occur during normal business hours (7:00 am – 5:30 pm) Monday through Friday.
- All work will commence on private property. If the client is not the owner of the property, the client will obtain written authorization from the property owner to perform this project. Client is responsible for providing access to the site and notification/coordination with on-site tenant(s). Access delays on the day of field work may result in additional costs.
- AEI will have clear access to the sampling locations with necessary equipment. AEI is not responsible for clearing drilling areas for access.
- AEI is not responsible for damage to flooring, floor tiles, carpet or other surface materials.
- The presence of drilling equipment on landscaped areas may be needed in order to collect the samples proposed. AEI is not responsible for damage to landscaping (plants, grass, or trees) or damage to irrigation lines. AEI is not responsible for repairs due to ruts in the surface.
- Level D personal protective equipment (PPE) is the maximum necessary.
- AEI is not responsible for damages to underground or aboveground utilities, for unmarked or mismarked utilities or other features, or for damage that occurs to such utilities or features. The client is responsible for providing information to AEI regarding the location of intra-site utilities. If a private utility locating

Initial _____ Date _____

service is not specifically included in the scope of work, such services can be arranged if requested by the client; such services will be billed at cost plus 15%.

- AEI is not responsible for delays or scope limitations caused by property access issues; equipment, or analytical unavailability or delays; regulatory or permitting agencies; difficult subsurface conditions; weather; or other acts or conditions outside of AEI's control.
- Investigation derived waste will remain onsite. Disposal costs are not included. Upon receipt of analytical data, AEI can provide disposal estimates, if requested.
- Upon receipt of laboratory data, additional samples may be analyzed, if collected and placed on hold, at the request of the client for additional fees.

ESTIMATED SCHEDULE

AEI will schedule the above-described activities immediately following your authorization. We anticipate that the well development and groundwater sampling can be completed within three-weeks of authorization. A draft work plan will be ready for review and comment a minimum of one-week prior to submittal to the County on or before June 12, 2015. The client will be notified of any delays.

TERMS AND CONDITIONS

Work under this proposal shall be governed by the attached Terms and Conditions or other mutually acceptable terms and conditions received and negotiated to our mutual satisfaction prior to initiation of these services. In the event of the latter, this proposal will be considered governed by such other terms and conditions accordingly.

PAYMENT TERMS

Fifty percent (50%) of the contract amount will be invoiced upon receipt of the signed contract; the remaining fifty percent (50%) will be billed upon completion of field work. Invoices are due net 10 days. The client may opt for full prepayment to avoid delays in the release of data and work product. AEI accepts credit card payments; please contact our corporate office to arrange credit card payments.

APPROVAL

If our proposal is acceptable as presented, you may initiate this contract, by signing the Authorization to Proceed, initialing and dating each page and returning a copy to AEI.

Initial _____ Date _____

CLOSING

AEI appreciates the opportunity to continue to serve the Town of Los Gatos. If you have any questions or comments, please do not hesitate to contact Mr. Trent Weise, P.E. at (408) 559-7600.

Sincerely,

AEI Consultants



Trent A. Weise, P.E. (C 64480)
Vice President

Enclosures

Initial _____ *Date* _____

TERMS & CONDITIONS

1. **Billings, Payment and Credit.** The Client shall pay All Environmental Inc. d/b/a AEI Consultants (AEI) for the services (the "Services") performed in accordance with the prices set forth in the proposal to which these terms and conditions are attached (the "Proposal"), and together with these terms and conditions the "Agreement"). Invoices shall be submitted in accordance with the Proposal. Payment of the AEI invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. PAYMENT IS DUE UPON RECEIPT. If AEI does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less).

The Client shall be liable to AEI for all costs and expenses of collection of delinquent balances, including reasonable attorney and other fees, and court costs. Time is of the essence with respect to this provision. AEI's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude AEI from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to AEI that it is legally authorized to bind the Client to the terms of the Agreement and guarantees payment for services.
2. **Right of Entry: Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by AEI, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to complete the Services within the agreed scope of work. AEI may require that an authorized, knowledgeable representative of the Site owner be present at the Site as a condition of the performance of the Services and may require that Site personnel operate major building systems and equipment at the time the Services are performed. AEI's ability to comply with the schedule for performance described in the Proposal is contingent upon timely and complete Site access. AEI shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of AEI, or events that could not have been reasonably foreseen and prevented.
3. **Documents/Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of AEI in connection with the performance of its Services (collectively, "Documents"), shall remain the sole property of AEI. All Documents prepared by AEI for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the Site. Unless otherwise agreed, AEI shall retain all Documents for three (3) years following submission of AEI's report to the Client. In its sole discretion and without prior notice to the Client, AEI may dispose of all field samples within thirty (30) calendar days after submission of AEI's report to the Client.
4. **Matters Known to Client.** The Client, itself or through the Site owner, shall provide AEI with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) any known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) any modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by AEI in the performance of its Services.
5. **Preliminary Findings.** Preliminary findings (often referred to as "verbals") can be provided to the Client in order to quickly apprise them of preliminary data obtained as a result of AEI's visual observations at the project Site. They are not intended to be exhaustive or conclusive or to substitute for the final written report, as they do not include information obtained from a number of other important and necessary components of the overall assessment. AEI recommends against making any decisions based upon such limited, preliminary, verbal information.
6. **PERFORMANCE STANDARDS, IN PERFORMING THE SERVICES, AEI SHALL EXERCISE THE DEGREE OF SKILL AND CARE NORMALLY EXERCISED BY CONSULTANTS IN THE SAME COMMUNITY PROVIDING THE SAME OR SIMILAR SERVICES FOR PROJECTS OF COMPARABLE SIZE, COMPLEXITY, BUDGET, SCHEDULE AND OTHER CHARACTERISTICS OF THE PROJECT (THE "STANDARD OF CARE").** EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, AEI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY AEI THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) AEI'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF AEI. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR OTHER DATA WHICH IS PROVIDED TO AEI BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY AEI TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION. AEI ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.
7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** AEI AGREES TO INDEMNIFY AND HOLD HARMLESS (BUT NOT DEFEND) CLIENT, ITS DIRECTORS, OFFICERS AND EMPLOYEES AGAINST ANY LOSSES, LIABILITY, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF AEI, ITS EMPLOYEES, SUBCONTRACTORS OR ANYONE FOR WHOM AEI IS LEGALLY LIABLE, IN THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL AEI BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY AEI WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF AEI, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY CLAIMING BY OR THROUGH CLIENT, INCLUDING ANY COMPANY AFFILIATED WITH CLIENT, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). IN NO EVENT SHALL
- AEI BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Dispute Resolution.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California. Any controversy, claim or action arising out of, or related to, this Agreement, the breach thereof, or the coverage of this arbitration provision may be settled by arbitration and will be based on the rules in effect on the date of delivery of demand for arbitration. The arbitrator(s) shall apply California substantive law to the proceedings, except to the extent Federal substantive law would apply to the claim. The arbitrator(s) shall prepare in writing and provide to the parties an award including actual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitration of such issues, including the determination of the amount of any damages suffered by either party hereto by reason of the acts or omissions of the other, shall be to the exclusion of any court of law except for enforcement of an arbitrated award. The decision of the arbitrators, or a majority of them, shall be final and binding on both parties and their respective successors and assigns. If the arbitrators determine that a party has initiated a recovery action on a basis inconsistent with the provisions of this Agreement, the initiating party shall, without exception, be assessed all costs incurred by the responding party. Except as identified above, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, fees of the arbitrators, and all other fees and cost shall be borne as determined by the arbitrators.
9. **RELIANCE AND ASSIGNMENT.** AEI'S WRITTEN REPORT SHALL CONTAIN AEI'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY AEI. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY AEI MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SITE, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF AEI, AND NO OTHER THIRD PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE AGREEMENT, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF AEI. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF AEI'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO AEI. CLIENT WILL HOLD AEI HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF AEI'S WORK PRODUCT OR REPORTS. AEI SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, AEI MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO AEI TO PERFORM THE SERVICES.
10. **Confidentiality.** AEI shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by AEI to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, AEI shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** AEI is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of California and the parties irrevocably consent to the jurisdiction of the courts of the State of California and of the United States District Court for the District of Northern California if a basis for federal jurisdiction exists. In the event a dispute relating to an AEI report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by AEI in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.
12. **Hazardous Waste and Reporting.** The Client understands and agrees that human health and safety is a priority in implementing any investigation or assessment. AEI and Client agree that the discovery of hazardous materials, suspect hazardous materials or petroleum products, or unexpected conditions may constitute a change in the condition of the job Site mandating a renegotiation of the scope of work or termination of the project and may make it necessary for AEI to take immediate measures to protect human health and safety. AEI agrees to notify Client as soon as practicable if such materials are encountered. Client encourages AEI to take any and all measures, that in AEI's professional opinion, are justified to protect AEI's personnel and the public. Client agrees to waive any claim against AEI and to indemnify, defend and hold harmless AEI from any and all claims arising out of AEI's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate AEI for all costs associated with such an event based upon AEI's prevailing fee schedule.
13. **Utilities.** If AEI is expressly engaged to perform soil boring or other invasive testing, AEI shall not be responsible for damages to underground or aboveground utilities, for unmarked or mislabeled utilities or other features, or for damage that occurs to such utilities or features. The Client is responsible for providing information to AEI regarding the location of intra-Site utilities. Client recognizes that the use of exploration equipment may unavoidably affect, alter or damage existing structures, vegetation and terrain at the Site. AEI, including subcontractors, will take reasonable precautions to limit damage. However, Client recognizes that such damage is inherent in the normal course of the contracted scope of work and the cost of the repair for any damages is not part of the contracted services. In the event of damage to the property as a result of such work and specifically stated above, Client will hold harmless, AEI, including subcontractors, for damage caused during the course of the agreed upon scope of work.
14. **Conflict of Interest.** To the best of AEI's knowledge, AEI has no actual, potential or apparent conflict of interest pertaining to this Agreement, except as has been previously disclosed to Client in writing, and AEI covenants and agrees that it shall promptly advise Client of any other actual, potential or apparent conflicts of interest, whether existing as of the execution date of this Agreement or arising in the future, upon discovering the same.

Initial _____ Date _____

AUTHORIZATION TO PROCEED

AEI Proposal No. 41202: **Environmental Consulting**
Site: 41 Miles Avenue, Los Gatos, California
AEI Point of Contact: Trent Weise

I hereby accept the proposal and authorize AEI to proceed with the scope of work as described herein. AEI reserves the right to suspend or delay work for late payment. Should any project information change, I understand that additional fees may accrue and the due date may be extended. Should the agreement be terminated by either party upon written notice through no fault of the party initiating termination, compensation shall be paid for all services performed and expenses incurred to the date of termination.

Client Authorization & Billing Information:

Name _____ Title _____

Company _____

Address _____

**Please note that we cannot accept a P.O. Box for a report delivery or billing address.*

City, State, Zip _____

Phone _____ Fax _____

Email _____ TIN/SSN _____

Signature _____ Date _____

Site Contact Information (if different than above):

Name _____ Phone _____

Email Address _____

Service Offerings at AEI

Environmental Due Diligence (Phase I, Phase II, ETS, etc.)
Asbestos, Lead Paint, Mold and Radon Services
Energy Performance & Benchmarking Services
Soil Gas / Vapor Intrusion Assessment and Mitigation
Preconstruction Document & Cost Reviews
Site Investigation and Remediation

Zoning Reports & ALTA Surveys
Seismic Risk Assessments
Property Condition Assessments
Environmental Construction
Construction Monitoring
Erosion Control

**2015 SCHEDULE OF BILLING RATES
ENVIRONMENTAL SERVICES**



Standard Field Equipment (continued):

| Standard Field Equipment | Rate |
|---|-------------|
| Meter – Magnetometer | \$50/day |
| Meter – Manometer | \$25/day |
| Meter – Measuring Wheel | \$10/day |
| Meter – Metal Detector | \$45/day |
| Meter – Multimeter | \$110/day |
| Meter – O ₂ /CO ₂ | \$110/day |
| Meter – ORP | \$25/day |
| Meter – Other | quote/day |
| Meter – Ozone | \$25/day |
| Meter – pH/Temp/Conductivity | \$30/day |
| Meter – Turbidity | \$70/day |
| Meter – Dust Monitor | \$120/day |
| Meter – Velocity | \$25/day |
| Meter – Water Level Indicator | \$35/day |
| Photoionization Detector (PID) | \$110/day |
| Pressure Washer | \$45/day |
| Pump – Air Sampling | \$45/day |
| Pump – Centrifugal | \$50/day |
| Pump – Groundwater Sampling | \$110/day |
| Pump – Peristaltic | \$50/day |
| Pump – Trash | \$35/day |
| Pump – Well Sampling | \$25/day |
| Pump – Well Sampling/Purge | \$45/day |
| Reproduction – 11x17 Color Plot/Print/Copy | \$2/copy |
| Reproduction – 24x36 Color Plot/Print | \$10/copy |
| Reproduction – 8.5x11 B&W Copies | \$0.15/copy |
| Reproduction – 8.5x11 Color Copies | \$1.25/copy |
| Reproduction – Oversized B&W Plot/Print | \$10/copy |
| Reproduction – Oversized Color Plot/Print | \$15/copy |
| Soil Sample Ring/Sleeve | \$10/each |
| Survey Equipment – Laser Plane Level & Receiver | \$200/day |
| Transducer | \$30/each |
| Tedlar Bag | \$15/each |

NOTE: Other equipment needs will be priced on a per project basis.

2015 SCHEDULE OF BILLING RATES ENVIRONMENTAL SERVICES



Other Direct Disbursements:

| Disbursement | Rate |
|--|-------------------------|
| Vehicle Mileage | Prevailing IRS Rate |
| Subcontract Services | Actual Cost +15% |
| Travel/Per Diem | Actual Cost +15% |
| Per Diem | \$ 175/day |
| Capital Purchases and Expendable Materials | Actual Cost +15% |
| Postage and Shipping | Actual Cost +15% |
| Standard Field Equipment | (See Attached Schedule) |

Standard Field Equipment:

| Standard Field Equipment | Rate |
|--------------------------------------|---------------------|
| Air Sampling Equipment | \$65/day |
| Bailer – Disposable | \$10/each |
| Bailer – Disposable Weighted | \$15/each |
| Bailer – Quick E-Bailer System | \$85/day |
| Bailer – Reusable | \$20/day |
| Drum – 55 Gallons | \$65/each |
| Digital Camera | \$25/day |
| Draeger Sampler (tubes not included) | \$30/day |
| Field Communication – Two-Way Radio | \$20/day |
| Field Computer | \$55/day |
| Field Test Kit – Groundwater | \$55/each |
| Field Test Kit – Soil | \$55/each |
| Field Test Kit – SVE | \$55/each |
| Field Vehicle – Mileage | Prevailing IRS rate |
| Field Vehicle | \$135/day |
| Field Vehicle – Sampling Truck | \$275/day |
| Field Vehicle – Truck/Van | \$160/day |
| Flame Ionization Detector (FID) | \$145/day |
| Generator | \$70/day |
| Gloves – Colored Cloth | \$5/pair |
| Gloves – Colored Leather | \$15/pair |
| Gloves – Colored Nitrile | \$0.25/pair |
| Gloves – Kevlar Under Glove | \$5.00/pair |
| H&S – Level B Safety Equipment | \$185/day |
| H&S – Level C Safety Equipment | \$95/day |
| H&S – Level D Safety Equipment | \$60/day |
| H&S – Traffic Control Equipment | \$65/day |
| Hand Auger | \$30/day |
| Low Flow Purge/Sampling System | \$85/day |
| Meter – Oil/Water Interface | \$60/day |
| Meter – Anemometer | \$25/day |
| Meter – CO | \$65/day |
| Meter – Data Logger | \$140/day |
| Meter – Dissolved Oxygen | \$65/day |
| Meter – DO/ORP/Temp/Conductivity | \$100/day |
| Meter – Dosimeter | \$45/day |
| Meter – Ferrous Iron | \$5/day |
| Meter – Flow | \$30/day |
| Meter – H2S Detector | \$80/day |
| Meter – LEL/O2 | \$80/day |
| Meter – Magnehelic (Gauge) | \$35/day |

2015 SCHEDULE OF BILLING RATES ENVIRONMENTAL SERVICES



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

| BILLING LEVEL | HOURLY RATE | DESCRIPTION |
|----------------------|----------------------------------|--|
| 1 2 | \$57 \$65 | Entry-level Position <ul style="list-style-type: none"> • Works under the supervision of a senior professional • Recent graduate from an appropriate post-secondary program or equivalent • Generally, less than four years' experience |
| 3 4 5 | \$72 \$81 \$89 | Junior Level Position <ul style="list-style-type: none"> • Independently carries out assignments of limited scope using standard procedures, methods and techniques • Assists senior staff in carrying out more advanced procedures • Completed work is reviewed for feasibility and soundness of judgment • Graduate from an appropriate post-secondary program or equivalent • Generally, one to three years' experience |
| 6 7 8 | \$98 \$106 \$114 | Fully Qualified Professional Position <ul style="list-style-type: none"> • Carries out assignments requiring general familiarity within a broad field of the respective profession • Makes decisions by using a combination of standard methods and techniques • Actively participates in planning to ensure the achievement of objectives • Works independently to interpret information and resolve difficulties • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, three to six years' experience |
| 9 10 11 | \$123 \$133 \$144 | First Level Supervisor or First Complete Level of Specialization <ul style="list-style-type: none"> • Provides applied professional knowledge and initiative in planning and coordinating work programs • Adapts established guidelines as necessary to address unusual issues • Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, five to nine years' experience |
| 12 13 14 | \$157 \$168 \$181 | Highly Specialized Technical Professional or Supervisor of Groups of Professionals <ul style="list-style-type: none"> • Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise • Participates in short and long range planning to ensure the achievement of objectives • Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures • Reviews and evaluates technical work • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, ten to fifteen years' experience with extensive, broad experience |
| 15 16 17 | \$191 \$211 \$246 | Senior Level Consultant or Management <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise • Independently conceives programs and problems for investigation • Participates in discussions to ensure the achievement of program and/or project objectives • Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, more than twelve years' experience with extensive experience |
| 18 19 20 21 | \$288 \$313 \$349 \$385 | Senior Level Management Under Review by Vice President or Higher <ul style="list-style-type: none"> • Recognized as an authority in a specific field with qualifications of significant value • Responsible for long range planning within a specific area of practice or region • Makes decisions which are far reaching and limited only by objectives and policies of the organization • Plans/approves projects requiring significant human resources or capital investment • Graduate from an appropriate post-secondary program, with credentials or equivalent • Generally, fifteen years experience with extensive professional and management experience |

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

Attachment C
Stantec 2015 Rate Table 3

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, **Stantec** is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Table 3

INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by **Stantec** to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by **Stantec** will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. **Stantec** shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and **Stantec** if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize **Stantec** to act on CLIENT's behalf and be compensated at **Stantec**'s usual rates for such SERVICES.

Information: CLIENT will disclose to **Stantec** all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to **Stantec** all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by **Stantec**. CLIENT will furnish any additional information requested by **Stantec** including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes **Stantec** to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by **Stantec**.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by **Stantec** and upon 24 hours notice.

Responsibility for Safety and Health: **Stantec** will not create conditions which are hazardous to CLIENT or other parties. **Stantec** agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to **Stantec** as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. **Stantec** shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of **Stantec**; and **Stantec** reserves the right to stop work if an unsafe condition is observed.

In the event **Stantec** is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to **Stantec**'s satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by **Stantec** and to cooperate with the preparation and implementation of **Stantec**'s safety and health plan. **Stantec** shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by **Stantec**'s sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by **Stantec** that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes **Stantec** to make reports on its behalf.

Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by **Stantec**, shall be deemed to have been generated by and the property of CLIENT. **Stantec**'s discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and **Stantec** shall incur no liability whatsoever with respect to such wastes except where



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

TOWN OF LOS GATOS

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: January 1, 2015

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

Environmental Assessment as described in the March 10, 2015 proposal
(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: Work will be initiated within 2 weeks of receipt of the signed agreement

Estimated Completion Date: No later than June 12, 2015

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate **Stantec** as follows:

Task 1 - Health and Safety Plan Preparation, Prefield, and Site Reconnaissance - \$2,620

Task 2 - Well Development, Sampling, Analysis, and Surveying - \$17,244

Task 3 - Preliminary Draft Report and Work Plan Preparation - \$3,170

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a fifteen percent (15%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

PROFESSIONAL SERVICES

The data presented by **Stantec** represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. **Stantec** shall not be responsible for the interpretation given by others to **Stantec**'s data, interpretations and recommendations.

CLIENT acknowledges that **Stantec** will provide a professional opinion relative to the presence of disposed hazardous substances, but **Stantec** will not write a certification, statement, or guarantee.

riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

TOWN OF LOS GATOS**STANTEC CONSULTING SERVICES INC.**

Print Name and Title

Jack Hardin, Managing Principal
Print Name and Title

Signature

Signature

the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes,

approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

Stantec's RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by Stantec, CLIENT agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that

THIS AGREEMENT is made and entered into effective January 1, 2015 (the "Agreement Date") by and between:

"CLIENT"

Name: TOWN OF LOS GATOS
Address: 41 Miles Avenue, Los Gatos, CA 95030
Phone: 408-395-5310 Fax:
Representative: Jim Harbin, Facility & Environmental Program Manager

"Stantec"

Name: STANTEC CONSULTING SERVICES INC.
Address: 15575 Lost Gatos Blvd., Bldg C, Los Gatos, CA 95030
Phone: 408-827-3535 Fax:
Representative: Jack Hardin, Managing Principal

PROJECT NAME (the "PROJECT"):

Environmental Assessment Services, 41 Miles Avenue, Los Gatos, CA

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required

Attachment B
Professional Services Agreement

County of Santa Clara

Department of Environmental Health

Hazardous Materials Compliance Division (HMCD)

Site Mitigation Program / Local Oversight Program (LOP)

1555 Berger Drive, Suite 300

San Jose, CA 95112-2716

(408) 918-3400; Fax (408) 280-6479

www.EHinfo.org



REQUIRED LABORATORY ANALYSES FOR UNDERGROUND STORAGE TANK SYSTEM CLOSURE

For Use In All Areas of Santa Clara County

This document describes required analyses for closure of underground storage tank (UST) systems and associated site remediation activities occurring anywhere within Santa Clara County. These requirements replace those previously described in the Unidocs guidance document titled, "Recommended Minimum Verification Analyses For Underground Storage Tank Leaks" (UN-078). If you have any questions regarding these requirements, please contact the Santa Clara County Local Oversight Program (LOP) at (408) 918-3400.

| Material Stored | REQUIRED LABORATORY ANALYSES | | |
|---|--|---------------------------------------|---------------------------------------|
| | Contaminant | Soil | Groundwater |
| Gasoline (Leaded and Unleaded) | TPH as Gasoline or Gasoline Range Organics (GRO) | EPA 8260B/C | EPA 8260B/C |
| | BTEX, Fuel Oxygenates ¹ , Naphthalene, EDB and EDC ² , & Ethanol | EPA 8260B/C | EPA 8260B/C |
| | Organic Lead ³ | DHS LUFT | DHS LUFT |
| Diesel, Jet Fuel, Kerosene, and Fuel/Heating Oil (Excluding Bunker Fuel) | TPH as specific to known fuel (e.g., TPH as Kerosene) | EPA 8015 | EPA 8015 |
| | BTEX, Fuel Oxygenates ¹ , Naphthalene, EDB and EDC ² , & Ethanol | EPA 8260B/C ¹ | EPA 8260B/C ¹ |
| Unknown Fuel | Total Petroleum Hydrocarbons (TPH) | | |
| | TPH as Gasoline | EPA 8015 Fuel Screen | EPA 8015 Fuel Screen |
| | TPH as Diesel | | |
| | Volatile Organic Compounds (full scan ^{2,4}) | EPA 8260B (full scan ^{2,4}) | EPA 8260B (full scan ^{2,4}) |
| | Organic Lead ³ | DHS LUFT | DHS LUFT |
| Waste Oil, Used Oil, Unknown Oil, or Bunker Fuel | TPH as Gasoline | EPA 8015 Fuel Screen | EPA 8015 Fuel Screen |
| | TPH as Diesel | | |
| | HEM (Hexane Extractable Materials) ⁵ | EPA 9071B | EPA 1664 |
| | Volatile Organic Compounds, including chlorinated hydrocarbons (full scan ^{2,4}) | EPA 8260B (full scan ^{2,4}) | EPA 8260B (full scan ^{2,4}) |
| | Metals: Cd, Cr, Pb, Ni, Zn | EPA 6010B | -- |
| | PCBs | EPA 8082A | EPA 8082A |
| | Semi Volatile Organic Compounds (SVOCS), including Polycyclic Aromatic Hydrocarbons ⁶ | EPA 8270 | EPA 8270 |

¹ Fuel Oxygenates includes: Methyl Tertiary Butyl Ether (MTBE), Tert Butyl Alcohol (TBA), Tert Amyl Ether (TAME), Di-Isopropyl Ether (DIPE), and Ethyl T-Butyl Ether (ETBE)

² Analyze for Lead Scavengers 1,2-Dibromoethane [Ethylene Dibromide (EDB)] and 1,2-Dichloroethane [Ethylene Dichloride (EDC)] only if release is pre-1992. If age of release is unknown, analyze for both Fuel Oxygenates and Lead Scavengers.

³ Organic Lead shall be analyzed at all sites storing gasoline prior to 1992.

⁴ Analyze all soil and groundwater samples for all constituents of the 8260B (full scan) plus all oxygenates and alcohols.

⁵ HEM includes what was formerly referred to as "Oil and Grease" and includes a wider range of hydrocarbons chains (more inclusive)

⁶ The analysis for polycyclic aromatic hydrocarbons (PAH) must include Naphthalene, Acenaphthene, Acenaphthylene, Anthracene, Chrysene, Fluorine, Fluoranthene, Phenanthrene, Pyrene, Benzo(b)fluoranthene, Benzo(a)pyrene, Benzo(k)fluoranthene, Benzo(a)anthracene, Indeno(1,2,3-c,d)pyrene, Dibenz(a,h)anthracene, and Benzo(g,h,i)perylene.

Attachment A

**Required Laboratory Analyses for Underground Storage Tank System
Closure**



March 10, 2015
Page 4 of 4

Reference: **Proposal for Environmental Assessment Services**
 41 Miles Avenue, Los Gatos, CA

Task 3 – Preliminary Draft Report and Work Plan Preparation
 Stantec Labor - \$3,170

Laboratory costs are based on a standard turnaround time. Disposal of groundwater monitoring well development and purge water is not included in this proposal. Stantec will not exceed this cost estimate without prior approval by the Town of Los Gatos.

Work will be completed in accordance with the terms and conditions of the Professional Services Agreement (PSA) between the Town of Los Gatos and Stantec (**Attachment B**) and the Stantec 2015 Rate Table 3 (**Attachment C**).

If you agree to the scope of work and costs presented herein, please sign and return the attached PSA, authorizing work to commence. We appreciate this opportunity to provide environmental consulting services to the Town of Los Gatos.

If you have any questions or require additional information, please call Gary Messerotes at 408-827-3533.

Regards,

STANTEC CONSULTING SERVICES INC



Gary P. Messerotes, PG
Senior Project Manager



Jack Hardin
Managing Principal

Attachments:

Attachment A – Required Laboratory Analyses for Underground Storage Tank System
Closure

Attachment B – Professional Services Agreement

Attachment C – Stantec 2015 Rate Table 3



**Reference: Proposal for Environmental Assessment Services
 41 Miles Avenue, Los Gatos, CA**

Approximately 72 hours after well development, each of the wells will be sampled. Field measurements will be collected using a water quality meter, and sampling will be conducted once parameters have reasonably stabilized. The samples will be collected and shipped under chain of custody documentation to Torrent Laboratory, Inc., a California state certified laboratory in Milpitas, CA, for analysis. Based on the fact that the reported release was from a waste oil tank, the SCCDEH requires the following analysis be performed for underground storage tank system closures (**Attachment A**):

- Total petroleum hydrocarbons as Gasoline and Diesel by EPA Method 8015 Fuel Screen with silica gel cleanup;
- Hexane extractable materials by EPA 1664;
- Volatile organic compounds, including chlorinated hydrocarbons (full scan) by EPA 8260B;
- Metals: Cd, Cr, Pb, Ni, and Zn by EPA 6010B;
- Polychlorinated biphenyls (PCBs) by EPA 8082A; and
- Semi volatile organic compounds, including polycyclic aromatic hydrocarbons, by EPA 8270

TASK 3 – PRELIMINARY DRAFT REPORT AND WORK PLAN PREPARATION

A preliminary draft report will be prepared following completion of the field tasks, which will present and validate the collected data, summarize findings, present conclusions, and recommendations for follow up work. Stantec will submit the report to, and meet with, the Town of Los Gatos to discuss results and strategize for development of the SCCDEH required work plan. Following the meeting, Stantec will prepare a work plan to be submitted to the SCCDEH before the requested date of June 12, 2015.

ESTIMATED FEES

Stantec proposes to complete the above scope of work on a time and materials basis for an estimated cost of **\$23,034**. A task breakdown is presented below:

Task 1 - Health and Safety Plan Preparation, Prefield, and Site Reconnaissance

Stantec Labor - \$2,620

Task 2 – Well Development, Sampling, Analysis, and Surveying

Stantec Labor – \$3,922

Materials and Equipment - \$860

Subcontractors Fees- \$7,176

Analytical Laboratory - \$5,296



March 10, 2015
Page 2 of 4

**Reference: Proposal for Environmental Assessment Services
 41 Miles Avenue, Los Gatos, CA**

After reviewing the available documents and our meeting at your office on March 6, 2015, Stantec's proposes to conduct an environmental assessment in phases, with the first phase of work described below.

SCOPE OF WORK

Stantec will accomplish this project phase in the three tasks described below.

TASK 1 – HEALTH AND SAFETY PLAN PREPARATION, PREFIELD, AND SITE RECONNAISSANCE

Stantec will prepare a Site-specific health and safety plan (HASP) in accordance with the Occupational Safety and Health Administration (OSHA) guidelines set forth in Hazardous Waste Operations and Emergency Response (29 CFR 1910.120). The HASP describes potential physical and chemical hazards associated with the proposed scope of work, and prescribes mitigating measures and safety procedures. The HASP includes emergency contact information and a driving route to the nearest emergency care facility. The HASP will be reviewed and signed by all personnel and subcontractors performing work on the Site. A copy will be present on-Site at all times and kept in an easily accessed location. Contractors may also work under their own HASP, which will be at least as stringent as the project-specific Stantec HASP.

Stantec will subcontract with Gregg Drilling & Testing, Inc. (Gregg) for well development, and Mid Coast Engineers (Mid Coast), for well surveying. Lastly, this task includes a Site reconnaissance to open the six remaining groundwater monitoring well lids and determine if the well casings appear to be intact and confirm groundwater total well depths. This information is needed prior to mobilization for the monitoring well development.

TASK 2 – WELL DEVELOPMENT, SAMPLING, ANALYSIS, AND SURVEYING

Each of the seven existing groundwater monitoring wells will be redeveloped by Gregg, under the supervision of a Stantec field geologist. The groundwater well development rig equipped with a surge block will be used to agitate groundwater within each well prior to and during well development. A submersible pump or bailer will be used to purge groundwater and sediment from well casings. Well development will be continued until water quality parameters (i.e., pH, temperature, specific conductivity, and oxidation-reduction potential [ORP]) have all stabilized (± 10 percent) or a minimum of ten well casing volumes of groundwater have been purged from the wells during development. Groundwater quality parameters will be recorded onto well development field logs. Purged groundwater will be stored in a secured area on Site in sealed, labeled, department of transportation (DOT) approved, 55-gallon drums pending disposal.



Stantec Consulting Services Inc.
15575 Los Gatos Boulevard, Building C
Los Gatos CA 95032-2569
Tel: (408) 356-6124
Fax: (408) 356-6138

March 10, 2015

Mr. Jim Harbin
Facilities & Environmental Programs Manager
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95030

Dear Mr. Harbin,

Reference: Proposal for Environmental Assessment Services
41 Miles Avenue, Los Gatos, CA
Case No. 14-837, SCVWDID No. 08S1W21C01f

Stantec Consulting Services Inc. (Stantec) has prepared this proposal to the Town of Los Gatos for the scope of work and costs related to environmental assessment services at the above referenced property (Site).

BACKGROUND

The Site has been owned by the Town of Los Gatos since circa 1957 and is used by the Town's Department of Public Works Service Center for storage, maintenance, and dispatch of Public Utility vehicles, equipment, and construction materials. According to documents located on the Santa Clara Valley Water District Leaking Underground Storage Tank (SCVWDLUST) website and the State Water Resources Control Board GeoTracker website, a 400-gallon concrete waste oil tank was removed in 1987. Following removal, free floating product (FP) was found in a nearby monitoring well. An FP skimming system was proposed and apparently installed in August 1990, however, there has been no documentation since then of the effectiveness of the FP removal system or any subsequent environmental site activities.

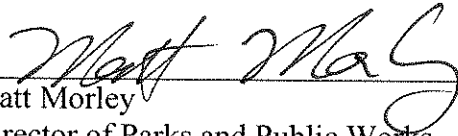
In October 2014, the Santa Clara County Department of Environmental Health (SCCDEH) issued a letter requesting additional information regarding FP removal, investigations, groundwater monitoring and remediation that was conducted at the Site to be submitted to their office, with various requested due dates between January 23, 2015 and April 30, 2015. On February 20, 2015, after receiving an email from your office with information regarding the destruction of monitoring well E-3 in 1991, the SCCDEH revised their request to only include a "Work Plan to Address Impediments to Closure" by June 12, 2015.

Town of Los Gatos "APPLICANT" by:



Les White, Interim Town Manager

Recommended by:



Matt Morley
Director of Parks and Public Works

Approved as to Form:



Robert Schultz, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 1/17/2017

ITEM NO: 8

DATE: JANUARY 10, 2017

TO: MAYOR AND TOWN COUNCIL

FROM: LAUREL PREVETTI, TOWN MANAGER

SUBJECT: APPROVE THE RESPONSE TO THE SANTA COUNTY CIVIL GRAND JURY'S REQUEST DATED DECEMBER 21, 2016 FOR ADDITIONAL INFORMATION REGARDING THE TOWN'S ACTIONS RELATIVE TO THE GRAND JURY'S 2011-2012 PENSION AND OTHER POST-EMPLOYMENT BENEFITS REPORT

RECOMMENDATION:

Approve the response to the Santa Clara County Civil Grand Jury's request dated December 21, 2016 for additional information regarding the Town's actions relative to the Grand Jury's 2011-12 Pension and Other Post-Employment Benefits (OPEB) Report.

BACKGROUND:

On June 13, 2012, the Santa Clara County Civil Grand Jury issued a report presenting its findings and recommendations based on its analysis of Pension and OPEB costs for local government agencies in Santa Clara County. On September 4, 2012, the Town Council approved the Town of Los Gatos response and it was transmitted to the Grand Jury. At that time, the Town agreed with all of the Grand Jury's findings that pertained to Los Gatos and identified that the Town had implemented five of the eight recommendations that were relevant to Los Gatos.

On December 21, 2016, the 2016-17 Santa Clara County Civil Grand Jury requested the Town of Los Gatos provide information regarding: (1) how the Town views the various recommendations, (2) whether the recommendations were accepted, and (3) if there is a plan for future action. Attachment 1 contains the new request and it includes the Town's 2012 response. Attachment 2 contains the proposed 2017 response is due Tuesday, January 31, 2017.

PREPARED BY: STEPHEN CONWAY
FINANCE DIRECTOR

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

SUBJECT: APPROVE THE RESPONSE TO THE SANTA COUNTY CIVIL GRAND JURY'S REQUEST
DATED DECEMBER 21, 2016 FOR ADDITIONAL INFORMATION REGARDING THE
TOWN'S ACTIONS RELATIVE TO THE GRAND JURY'S 2011-2012 PENSION AND OTHER
POST-EMPLOYMENT BENEFITS REPORT

DATE: JANUARY 9, 2017

DISCUSSION:

The 2011-12 Civil Grand Jury concluded that pension and OPEB costs overall are interfering with the delivery of essential services and that the costs are increasing. The Town of Los Gatos recognized similar trends. In 2012, the Town and employee groups worked collaboratively on cost-containment efforts, including adopting a two-tier system for all new non-sworn employees to reduce future costs.

Subsequent to the publication of the Civil Grand Jury report, the Governor announced the passage of the California Public Employees' Pension Reform Act of 2013 (PEPRA). The PEPRA significantly modified pension benefits by increasing the retirement age, reducing pension formulas, applying and income cap, increasing required employee contribution, and placing a number of other restrictions that will serve to reduce future cost. The Town implemented PEPRA in 2013, which put into place a second tier system for safety employees and other changes.

In addition to PEPRA, since 2012, the Town has implemented three other actions:

- Paid off the CalPERS safety pool side fund liability of \$4.5 million in FY 2014/15, lowering the required contribution rate for safety employees.
- Approved agreements with bargaining units that included provisions to cap the retiree medical reimbursements for employees retiring after February 1, 2016, estimated to save approximately \$200,000 per year in actuarially required contribution payments to the Town's OPEB trust. The cap for retirees of Medicare-eligible age of is the maximum amount of benefit matching "Kaiser North" Employee or Employee plus One (i.e., typically the lowest cost plan).
- Established a CalPERS Reserve in June 2016 to mitigate the Town's unfunded pension liabilities. As part of the June action, the Council funded the CalPERS Reserve up to \$2.5 million from available FY 2014/15 year end savings with an additional annual payment of \$300,000 if available at future year-end savings.

Attachment 2 contains the Town's draft response, detailing the actions taken since 2012. The Town has implemented one more of the three remaining recommendations relevant to Los Gatos. One of the other recommendations will be considered in future negotiations with the Town's bargaining units (Recommendation 4B). The last of the pertinent recommendations will not be implemented by the Town because it involves leaving CalPERS and paying an estimated

PAGE 3 OF 3

SUBJECT: APPROVE THE RESPONSE TO THE SANTA COUNTY CIVIL GRAND JURY'S REQUEST
DATED DECEMBER 21, 2016 FOR ADDITIONAL INFORMATION REGARDING THE
TOWN'S ACTIONS RELATIVE TO THE GRAND JURY'S 2011-2012 PENSION AND OTHER
POST-EMPLOYMENT BENEFITS REPORT

DATE: JANUARY 9, 2017

DISCUSSION (Continued):

upfront cost of \$217 million dollars, which is well beyond the Town's fiscal means
(Recommendation 7).

CONCLUSION:

Staff recommends approval of the letter with the detailed response as contained in Attachment
2. Once approved, the letter will be transmitted to the Santa Clara County Grand Jury by letter.

ENVIRONMENTAL ASSESSMENT:

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

FISCAL IMPACT:

There is no fiscal impact for approving the 2017 response to the Civil Grand Jury.

Attachments:

1. Request from the 2016-2017 Santa Clara County Civil Grand Jury, including the Town's 2012 response.
2. Proposed 2017 Response to the Santa Clara County Civil Grand Jury.



December 21, 2016

Laurel Prevetti, Town Manager
Town of Los Gatos
110 E. Main Street
Los Gatos, California 94022

Sent via email to: manager@losgatosca.gov

Dear Ms. Prevetti:

I am contacting you on behalf of the 2016-2017 Santa Clara County Civil Grand Jury, as a follow up to a report generated by the 2011-2012 Santa Clara County Civil Grand Jury in July of 2012, entitled "**An Analysis of Pension and Other Post Employment Benefits.**" Attached is a letter from Greg Larson dated September 13, 2012, in response to the Civil Grand Jury report.

The current Grand Jury would like to learn: (1) how the town views the various recommendations, (2) whether the recommendations were accepted, and (3) if there is a plan for future action. Please be as specific and detailed as possible to help the Civil Grand Jury understand the decisions made by each jurisdiction.

The Civil Grand Jury would appreciate a response to this request by January 31, 2017, sent to:

Santa Clara County Civil Grand Jury
Superior Court
Attention: Tamara Davis, Deputy Manager of Jury Services
191 North First Street
San Jose, California 95113

Thanking you in advance for your timely response to this request for information.

Sincerely,

Tamara L. Davis
Deputy Manager, Jury Services

TD:Peter Hertan, 2016-2017 Civil Grand Juror

Attachments/Enclosures: "An Analysis of Pension and Other Post Employment Benefits;" Response from Greg Larson dated September 13, 2012.



TOWN OF LOS GATOS

OFFICE OF THE TOWN MANAGER

(408) 354-6832

FAX: (408) 399-5786

September 13, 2012

FILED

SEP 25 2012

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY D. ALDYCKI

Superior Court of Santa Clara County
Honorable Richard F. Loftus, Jr.
Presiding Judge
Santa Clara County Civil Grand Jury
191 North First Street
San Jose, CA 95113

Subject: Response to 2011-12 Santa Clara County Civil Grand Jury Report – An Analysis
and Other Post-Employment Benefits

Dear Judge Loftus:

On behalf of the Town of Los Gatos Town Council, I am providing this formal response to the 2011-2012 Santa Clara County Civil Grand Jury's Report, "An Analysis of Pension and Other Post-Employment Benefits." This response was authorized in a public Town Council meeting on September 4, 2012.

Should you have any questions regarding the enclosed document, please feel free to contact me at 408-354-6832.

Sincerely,

A handwritten signature in black ink, appearing to be "Greg Larson", written over a horizontal line.

GREG LARSON
Town Manager

Attachment

Town of Los Gatos Response to 2011-2012 Santa Clara County Civil Grand Jury Report,
"An Analysis of Pension and Other Post Employment Benefits"

Santa Clara County Grand Jury Report: An Analysis of Pension and Other Post-Employment Benefits
Summary of Town of Los Gatos Response
August 30, 2012

Page 1

NOTE: The responses provided below were prepared prior to the announcement of the Public Employee Pension Reform Act of 2013 (PEPRA). Details of the act are not yet known; however it is anticipated that the items marked with an asterisk (*) will be implemented or impacted by via the provisions of the PEPRA.

Finding 1

Public sector employees are eligible for retirement at least 10 years earlier than is common for private sector employees.

Los Gatos Response: Agree

Recommendation 1

The Cities should adopt pension plans to extend the retirement age beyond current retirement plan ages.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|---|-----------------------|---------------------------|-------------------------|
| Los Gatos has implemented for miscellaneous (non-sworn) employees and intends to engage in negotiations for sworn when the current union agreement expires.* | | | |

Finding 2

Campbell, Gilroy, Los Altos Hills, Los Gatos, Milpitas and Palo Alto have adopted second tier plans that offer reduced Benefits, which help reduce future costs, but further changes are needed to address today's unfunded liability. Santa Clara County and the cities of Cupertino, Los Altos, Monte Sereno, Morgan Hill, Mountain View, San Jose, Santa Clara, Saratoga and Sunnyvale have not adopted second tier plans.

Los Gatos Response: Agree

Recommendation 2A

Santa Clara County and the cities of Cupertino, Los Altos, Monte Sereno, Morgan Hill, Mountain View, San Jose, Santa Clara, Saratoga and Sunnyvale should work to implement second tier plans.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|-------------------------------------|-----------------------|---------------------------|-------------------------|
| Not applicable to Los Gatos. | | | |

Santa Clara County Grand Jury Report: An Analysis of Pension and Other Post-Employment Benefits
Summary of Town of Los Gatos Response
August 30, 2012

Page 2

Recommendation 2B

For Gilroy, Los Gatos, Milpitas and Palo Alto, which have not implemented second tier plans for MISC and Public Safety second tier plans should be implemented for both plans.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|---|-----------------------|---------------------------|-------------------------|
| Los Gatos has implemented for miscellaneous (non-sworn) employees and intends to engage in negotiations for sworn when the current union agreement expires.* | | | |

Recommendation 2C

All Cities' new tier plans should close the unfunded liability burden they have pushed to future generations. The new tier should include raising the retirement age, increasing employee contributions, and adopting pension plan caps that ensure pensions do not exceed salary at retirement.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|---|-----------------------|---------------------------|-------------------------|
| Re Retirement age, see Recommendation 1. Re increasing employee contributions, see Recommendations 4A and 4B. Re Pension caps, Los Gatos does not have authority to change the pension caps established by CalPERS. However, Los Gatos is open to consideration once CalPERS provides the option.* | | | |

Santa Clara County Grand Jury Report: An Analysis of Pension and Other Post-Employment Benefits
Summary of Town of Los Gatos Response
August 30, 2012

Page 3

Finding 3

Retroactive Benefit enhancements were enacted by Cities using overly optimistic ROI and actuarial assumptions without adequate funding in place to pay for them.

Los Gatos Response: Agree

Recommendation 3

The Cities should adopt policies that do not permit Benefit enhancements unless sufficient monies are deposited, such as in an irrevocable trust, concurrent with enacting the enhancement, to prevent an increase in unfunded liability.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|-------------|--|---------------------------|-------------------------|
| | Los Gatos has not implemented this recommendation yet but staff will make this recommendation for Council adoption prior to the end of FY 2012/13.* | | |

Finding 4

The Cities are making an overly generous contribution toward the cost of providing Benefits.

Los Gatos Response: Agree

Recommendation 4A

The Cities should require all employees to pay the maximum employee contribution rate of a given plan.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|---|-----------------------|---------------------------|-------------------------|
| Los Gatos has implemented this recommendation. | | | |

Recommendation 4B

The Cities should require employees to pay some portion of the Past Service Cost associated with the unfunded liability, in proportion to the Benefits being offered.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|-------------|-----------------------|--|-------------------------|
| | | Further analysis is required to understand the impacts. The analysis will be conducted prior to the end of FY 2012/13.* | |

Santa Clara County Grand Jury Report: An Analysis of Pension and Other Post-Employment Benefits
Summary of Town of Los Gatos Response
August 30, 2012

Page 4

Finding 5

The Cities are not fully funding OPEB benefits as evidenced by large unfunded liabilities and small funded ratios.

Los Gatos Response: Agree

Recommendation 5

The Cities should immediately work toward implementing policy changes and adopting measures aimed at making full OPEB ARC payments as soon as possible.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|---|-----------------------|---------------------------|-------------------------|
| Los Gatos has implemented this recommendation and currently has a long-term plan in place. | | | |

Finding 6

The City of San Jose should eliminate the SRBR program or amend the SRBR program to prevent withdrawal of pension trust money whenever the pension-funded ratio is less than 100%.

Los Gatos Response: Not applicable.

Finding 7

The Cities' defined benefit pension plan costs are volatile. Defined contribution plan costs are predictable and therefore more manageable by the Cities.

Los Gatos Response: Agree

Recommendation 7

The Cities should transition from defined benefit (DB) plans to defined contribution (DC) plans as the new tier plans are implemented.

| Implemented | Not Yet But In Future | Requires Further Analysis | Will Not Be Implemented |
|-------------|-----------------------|---|-------------------------|
| | | Los Gatos does not have authority to change the CalPERS DB plan to a DC plan. However, should CalPERS implement this recommendation, Los Gatos will conduct further analysis.* | |



TOWN OF LOS GATOS
OFFICE OF THE TOWN MANAGER
(408) 354-6872
(Fax (408) 354-7593)

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95031

January 19, 2017

Ms. Tamara L. Davis
Deputy Manager, Jury Services
Superior Court of Santa Clara County
191 North First Street
San Jose, CA 95113

Subject: Santa Clara County Civil Grand Jury's request dated December 21, 2016 for additional information regarding the Town's actions relative to the Grand Jury's 2011-12 Pension and Other Post-Employment Benefits (OPEB) Report.

Dear Ms. Davis:

On behalf of the Town of Los Gatos Town Council, I am providing this formal response to the Santa Clara County Civil Grand Jury's request dated December 21, 2016 for additional information regarding the Town's actions relative to the Grand Jury's 2011-12 Pension and Other Post-Employment Benefits (OPEB) Report.

In 2012, the Town agreed with all of the findings that pertained to Los Gatos and had implemented five of the eight recommendations relevant to Los Gatos. In 2017, the Town continues to agree to these pertinent findings and the Town has now implemented six of the eight recommendations, as well taking additional actions associated with the already implemented items. One recommendation will be considered in future labor negotiations (Recommendation 4B) and another recommendation will not be implemented because it is cost prohibitive (Recommendation 7). The Town's actions since 2012 demonstrate concurrence with the Civil Grand Jury and the Town's ongoing commitment to fiscal responsibility for pension and OPEB obligations. Please see the enclosed detailed response.

Should you have any questions regarding the enclosed document, please feel free to contact me at 408-354-6832.

Sincerely,

LAUREL PREVETTI
Town Manager

Attachment: 2017 Response to the Santa Clara County Civil Grand Jury

ATTACHMENT 2

2011-12 CIVIL GRAND JURY FINDING 1: Public sector employees are eligible for retirement at least 10 years earlier that is common for private sector employees.

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 1: The Cities should adopt pension plans to extend the retirement age beyond current retirement plan ages.

2011-12 Town of Los Gatos response: Los Gatos has implemented for miscellaneous (non-sworn) employees and intends to engage in negotiations for sworn when the current union agreement expires.

2016-17 Town of Los Gatos additional response: The California Public Employees' Pension Reform Act of 2013 (PEPRA), which was enacted after the Civil Grand Jury findings and recommendations, significantly modified pension benefits by increasing the retirement age, reducing pension formulas, applying and income cap, increasing required employee contribution, and placing a number of other restrictions that will serve to reduce future cost. The Town of Los Gatos has made modifications in compliance with PEPRA for non-sworn and sworn employees.

2011-12 CIVIL GRAND JURY FINDING 2: Campbell, Gilroy, Los Altos Hills, Los Gatos, Milpitas and Palo alto have adopted second tier plans that offer reduced benefits, which help reduce costs, but further changes are needed to address today's unfunded liability. Santa Clara County and the cities of Cupertino, Los Altos, Monte Sereno, Morgan Hill, Mountain View, San Jose, Santa Clara, Saratoga and Sunnyvale have not adopted second tier plans

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 2A: Santa Clara County and the cities of Cupertino, Los Altos, Monte Sereno, Morgan Hill, Mountain View, San Jose, Santa Clara, Saratoga and Sunnyvale should work to implement second tier plans

2011-12 Town of Los Gatos response: This recommendation is not applicable to the Town of Los Gatos.

2011-12 Civil Grand Jury Recommendation 2B: For Gilroy, Los Gatos, Milpitas and Palo Alto, which have not implemented second tier plans for MISC and Public Safety second tier plans should be implemented for both plans.

2011-12 Town of Los Gatos response: *Los Gatos has implemented for miscellaneous (non-sworn) employees and intends to engage in negotiations for sworn when the current union agreement expires.*

2016-17 Town of Los Gatos additional response: *With the PEPRA effective January 1, 2013, a third tier formula was implemented for miscellaneous employees and a second tier formula for safety employees hired after January 1, 2013.*

2011-12 Civil Grand Jury Recommendation 2C: **All Cities' new tier plans should close the unfunded liability burden they have pushed to future generations. The new tier should include raising the retirement age, increasing employee contributions, and adopting pension plans caps that ensure pensions do not exceed salary at retirement.**

2011-12 Town of Los Gatos response: *Regarding retirement age, see the response to Recommendation 1. Regarding increasing employee contributions, see the response to Recommendations 4A and 4B. Regarding pension caps, Los Gatos does not have authority to change the pension caps established by CalPERS. However, Los Gatos is open to consideration once CalPERS provides the option.*

2016-17 Town of Los Gatos additional response regarding retirement age, employee contribution, and contribution cap: *The second-tier pension plan for non-sworn employees changed the pension formula for new hires after September 15, 2012 from 2.5% at age 55 (Employee Contribution 8%) to 2% at age 60 (Employee Contribution 7%). The third-tier pension plan was implemented as a result of the passage of PEPRA which provides 2% at age 62 (Employee Contribution 6.75 %) for "new" non-sworn employees hired after January 1, 2013 who have not previously worked in a public pension system. The new tier for safety employees changed the pension formula for "new" employees from 3% at age 50 (Employee Contribution 9%) to 2.7% at age 57 (Employee Contribution 12.25%) effective January 1, 2013.*

As the Town has reported before, the Town of Los Gatos does not have authority to change the pension caps established by CalPERS and the Town considers any options provided by CalPERS. PEPRA implemented a pension cap on all new employees which is adjusted annually by the change in the consumer price index.

In addition, the Town has also paid off the CalPERS safety (sworn) pool side fund liability of \$4.5 million in FY 2014/15, which reduces the required contribution rate.

Finally, the Town Council established a CalPERS Reserve in June 2016 to mitigate the Town's unfunded pension liabilities. As part of the June action, the Council funded the CalPERS Reserve up to \$2.5 million from available FY 2014/15 year end savings with an additional annual payment of \$300,000 if available at future year-end savings.

2011-12 CIVIL GRAND JURY FINDING 3: Retroactive benefit enhancements were enacted by cities using overly optimistic ROI and actuarial assumptions without adequate funding in place to pay for them.

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 3: The cities should adopt policies that do not permit Benefit enhancements unless sufficient monies are deposited, such as an irrevocable trust, concurrent with enacting then enhancement, to prevent an increase in unfunded liability.

2011-12 Town of Los Gatos response: *Los Gatos has not implemented this recommendation yet but staff will make this recommendation for Council adoption prior to the end of FY 2012/13.*

2016-17 Town of Los Gatos additional response: *While the Town has not adopted a specific policy, the Town has implemented this Recommendation by not offering any benefit enhancements since the 2011-12 response.*

2011-12 CIVIL GRAND JURY FINDING 4: The Cities are making overly generous contribution toward the cost of providing Benefits.

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 4A: The Cities should require all employees to pay the maximum employee contribution rate of a given plan.

2011-12 Town of Los Gatos response: *Los Gatos implemented this recommendation.*

2016-17 Town of Los Gatos additional response: *CalPERS sets the required employee contribution cap according the employee retirement tier. The Town of Los Gatos requires all the employees to pay the entire required contribution for CalPERS.*

2011-12 Civil Grand Jury Recommendation 4B: The Cities should require employees to pay some portion of the Past Service Cost associated with the unfunded liability, in proportion to the Benefits being offered.

2011-12 Town of Los Gatos response: *Further analysis is required to understand the impacts. The analysis will be conducted prior to the end of FY 2012/13.*

2016-17 Town of Los Gatos additional response: *The California Public Employees' Pension Reform Act of 2013 allows for employers like the Town of Los Gatos to negotiate employee contributions during the bargaining process for past service cost associated with the unfunded actuarial accrued liability (UAAL). This is available to the Town as part of its ongoing labor negotiations with all collective bargaining units. Any modified contribution could only be implemented with current, active employees. Employees who have retired from Los Gatos or separated from Los Gatos with eligible service credit would not be subject to any new negotiated contribution rate. This not included in current employee contracts and it may be negotiated in future labor agreements.*

2011-12 CIVIL GRAND JURY FINDING 5: The Cities are not fully funding OPEB benefits as evidenced by large unfunded liabilities and small funded ratios.

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 5: The Cities should immediately work toward implementing policy changes and adopting measures aimed at making full OPEB ARC payments as soon as possible.

2011-12 Town of Los Gatos response: *Los Gatos has implemented this recommendation and currently has a long-term plan in place.*

2016-17 Town of Los Gatos additional response: *The Town's current retiree healthcare unfunded obligation has decreased from \$14.5 million (June 30, 2013) to \$12.7 million (June 30, 2015). In FY 15/16, the Town payments to its retirees and the pre-funding of the Other Post Employment Benefit (OPEB) trust exceeded the actuarially required contribution levels updated by the Town actuaries in*

August 2016. To help reduce costs related to OPEB benefits, the Town successfully negotiated an agreement that employees retiring after February 1, 2016 are reimbursed to a maximum amount of benefit matching "Kaiser North" Employee or Employee plus One, once Medicare eligible age is reached. It is estimated that this cap on reimbursement will achieve approximately \$200,000 in savings per year in actuarially required contribution to the OPEB trust account. Assuming current funding levels and similar returns on investment, the Town's OPEB obligation is expected to continue to decrease in future years.

2011-12 CIVIL GRAND JURY FINDING 6: The City of San Jose should eliminate the SRBR program to prevent withdrawal of pension trust money whenever the pension-funded ratio is less than 100%.

This finding is not applicable to the Town of Los Gatos

2011-12 Civil Grand Jury Recommendation 6: The City of San Jose should eliminate the SRBR program to prevent withdrawal of pension trust money whenever the pension-funded ratio is less than 100%.

2011-12 Town of Los Gatos response: This recommendation is not applicable to the Town of Los Gatos.

2011-12 CIVIL GRAND JURY FINDING 7: The Cities' defined benefit pension plan costs are volatile. Defined contribution plans costs are predictable and therefore more manageable by the Cities.

The Town of Los Gatos has agreed with this finding.

2011-12 Civil Grand Jury Recommendation 7: The Cities should transition from defined benefit (DB) plans to defined contribution (DC) plans as the new tier plans are implemented.

2011-12 Town of Los Gatos response: Los Gatos does not have authority to change the CalPERS DB plan to a DC plan. However, should CalPERS implement this recommendation; Los Gatos will conduct further analysis.

2016-17 Town of Los Gatos additional response: The Town of Los Gatos does not have authority to change the CalPERS defined benefit plan to defined contribution plan within the existing contract with CalPERS. To implement this recommendation would require the Town to terminate its existing contract with

RESPONSE TO THE SANTA CLARA CIVIL GRAND JURY'S REQUEST DATED DECEMBER 21, 2016
FOR ADDITIONAL INFORMATION REGARDING THE TOWN'S ACTIONS RELATIVE THE GRAND
JURY'S 2011-12 PENSION AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) REPORTS
JANUARY 10, 2017
PAGE 6

CalPERS. The current cost estimate of the plan termination is approximately \$217,000,000 which is not a realistic financial option at this time. The Town does not intend to implement this recommendation.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 9

DATE: JANUARY 10, 2017
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: AUTHORIZE THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH
PEELLE TECHNOLOGIES FOR SOFTWARE LICENSING AND RELATED
SERVICES.

RECOMMENDATION:

Authorize the Town Manager to enter into an agreement with Peelle Technologies for software licensing and related services.

BACKGROUND:

The Town has contracted with Peelle Technologies of Campbell to purchase Laserfiche software, scanners, consulting support, and offsite scanning since 2008. Peelle helped implement and customize the Town's electronic document management system (Laserfiche) which has helped enhance efficiency of document storage and retrieval for all departments and has enabled access to ordinances via the Town website for the public. The current contract for software licenses and related support expires January 22, 2017.

DISCUSSION:

To maintain the software licenses and related services, a new contract is needed with Peelle Technologies. Peelle is our local area Laserfiche vendor; it has set up the Laserfiche customization that spans almost every department; the company typically does not charge for remote support; and the hourly rate is competitive for consultants of this expertise when needed. Peelle provides similar services to the Cities and Towns of Mountain View, Campbell,

PREPARED BY: CHRIS GJERDE
Information Systems Manager

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

SUBJECT: AUTHORIZE THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH
PEELLE TECHNOLOGIES FOR SOFTWARE LICENSING AND RELATED SERVICES.
JANUARY 10, 2017

DISCUSSION (Cont'd):

Milpitas, Saratoga, Los Altos Hills, Los Altos, and many more. The proposed agreement with Los Gatos is for a 3-year period not to exceed \$210,000.

CONCLUSION:

Based on Peelle's deep knowledge of the Town's customized Laserfiche implementation, excellent support history with the Town, competitive pricing, and because changing Laserfiche support service to a different vendor would be disruptive to Town operations and service delivery, staff recommends that Council authorize the Town Manager to enter into an agreement with Peelle Technologies for software licensing and related services.

FISCAL IMPACT:

Funds for services for FY 2016/17 have been appropriated in the Management Information System Program Operating Budget. Execution of any options to continue the service in subsequent years will be contingent upon staff evaluation of the quality of the services provided, as well as the Town Council's appropriation of funding. Funding for Town technology investments is partially supported by development fees that the Town collects through a development application electronic storage fee.

CEQA:

This action is not a project under CEQA and environmental analysis is not required.

Attachments:

1. Agreement with Peelle Technologies for software licensing and related services

Distribution:

Jim Detrick, Peelle Technologies, 197 E. Hamilton Avenue, Campbell, CA 95008

PURCHASE AND SERVICE AGREEMENT

THIS AGREEMENT is dated for identification this 22nd of January, 2017 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Peelle Technologies, ("Supplier"), whose address is 197 E. Hamilton Avenue, Campbell, CA 95008. This Agreement is made with reference to the following facts. This contract will remain in effect from January 22, 2017 to January 1, 2020.

I. RECITALS

- 1.1.1 Town sought sole source approval for Peelle Technologies for all software maintenance/support for Laserfiche software products. Peelle is our local area Laserfiche reseller, they have set up all the Laserfiche customization that spans almost every department.
- 1.2 Supplier represents that it is a qualified and competent supplier of the items to be purchased under this Agreement.
- 1.3 The Town desires to engage Supplier to provide Laserfiche Annual Maintenance, additional Laserfiche software licenses, software updates,-scanners, scanning services, remote support, setup and troubleshooting of the Laserfiche system, and significant document scanning projects town-wide.
- 1.4 The Supplier represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

II. AGREEMENTS

- 2.1 Supplies and Terms. Supplier hereby agrees to deliver to Town at 110 E. Main Street, Los Gatos, CA 95030 the items and materials described in quotes throughout the year. The terms and conditions are as follows:
 - (1) Price. Town shall pay Supplier the amounts defined in Staff approved quotations or purchase orders, which include sales tax and delivery charges. Payment shall be net 30 days from delivery.
 - (2) Delivery. The delivery of additional software licenses and scanners shall be as needed, no later than two weeks from date of request. Delivery shall be made between 8:00 a.m. and 5:00 p.m. on weekdays that are not Town holidays or furlough days.
- 2.2 Time of the Essence. Prompt delivery of the items and materials is essential to this Agreement.
- 2.3 Scope of Services. Supplier shall provide services as described in that certain Software/Hardware Maintenance Agreement Renewal sent to the Town on December 13, 2016 which is hereby incorporated by reference and attached as "Exhibit A." In addition,

supplier shall provide, scanning, on-site support, and additional Laserfiche software licenses/equipment defined in staff approved quotations or purchase orders.

- 2.4 Time of Performance. The services to be performed are as follows: The annual maintenance/support cost for the Laserfiche software products includes all software updates. If required, on-site software support will be billed at the rate of \$175.00 per hour. Document scanning will be performed on an as needed basis, and be preceded by a Town staff approved quotation.
- 2.5 Compliance with Laws. The Supplier shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Supplier represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Supplier to practice its profession. Supplier shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.6 Sole Responsibility. Supplier shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.7 Information/Report Handling. All documents furnished to Supplier by the Town and all reports and supportive data prepared by the Supplier under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Supplier's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Supplier in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Supplier shall not make any of the these documents or information available to any individual or organization not employed by the Supplier or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Supplier pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Supplier in connection with other projects shall be solely at Town's risk, unless Supplier expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Supplier which is and has been confirmed in writing by Supplier to be a trade secret of Supplier.
- 2.8 Compensation. Compensation for the supplies and materials delivered and for supplier's professional services **not to exceed \$70,000.00 annually**, inclusive of all costs, for a total amount not to exceed \$210,000.00. Payment shall be based upon Town approval of each task.
- Annual Software/Hardware Maintenance Agreement Renewal (Exhibit A)
 - On-site software support \$175.00 per hour (two hour minimum)
 - Document Scanning Services and additional Laserfiche software licenses/equipment defined in staff approved quotations or purchase orders
- 2.9 Billing. Billing shall be by invoice within thirty (30) days of the rendering of the services and shall be accompanied by a detailed explanation of the work performed by whom at

what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

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

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.10 Availability of Records. Supplier shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Supplier shall make these records available to authorized personnel of the Town at the Supplier's offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Supplier. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.12 Independent Contractor. It is understood that the Supplier, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Supplier may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Supplier agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Supplier shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Supplier or is based on allegations of Supplier's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Supplier understands that its professional responsibilities are solely to the Town. The Supplier has and shall not obtain any holding or interest within the Town of Los Gatos. Supplier has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Supplier warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Supplier shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Supplier discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Supplier shall

promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

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

General Liability:

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

- ii. The Supplier's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Supplier's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Supplier's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk Administrator.
- 3.3 Workers' Compensation. In addition to these policies, Supplier shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Supplier shall ensure that all subcontractors employed by Supplier provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Supplier 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 Supplier, or any of the Supplier's officers, employees, or agents or any sub-contractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

- 4.3 Warranty. Supplier shall remedy any defects due to faulty materials and/or workmanship and pay for any damages to other work and/or existing facilities resulting therefrom which shall appear within a period of one year from the date of recording of final acceptance.
- 4.4 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.5 Termination of Agreement. The Town and the Supplier shall have the right to terminate this agreement with or without cause by giving not less than sixty days (60) written notice of termination. In the event of termination, the Supplier shall deliver to the Town all supplies and services scheduled to be delivered to Town within that sixty (60) day period.
- 4.6 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Supplier.
- 4.7 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.
- 4.8 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

Peelle Technologies
Attn: Donna Braxton, Contract Administrator
197 East Hamilton Avenue
Campbell, CA 95008

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

- 4.9 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.

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

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

Town of Los Gatos by:

Peelle Technologies by:

Laurel Prevetti, Town Manager

Donna Braxton

Recommended by:

Chris Gjerde, Information Systems Manager

Contract Administrator
Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Clerk Administrator



Software / Hardware Maintenance Agreement RENEWAL

Document and Data Management Solutions

197 East Hamilton Avenue
Campbell, CA 95008
Phone: 800.233.5006 Fax: 408.866.4803

Send Invoices To:

Client: Town of Los Gatos
Attn: Chris Gjerde
Address: 110 East Main Street
City, State, Zip: Los Gatos, CA 95030
Phone: (408) 354-6814

Software / Hardware Location:

Client: Town of Los Gatos
Attn: Chris Gjerde
Address: 110 East Main Street
City, State, Zip: Los Gatos, CA 95030
Phone: (408) 354-6814

| Client ID | Account Manger | Client P.O. # | Peelle Invoice # |
|-----------|----------------|---------------|------------------|
| TOLG1102 | Jim Detrick | | |

| Qty. | Product Description | Service Level | Start Date | End Date | Unit Cost | Ext. Cost |
|------|--|--|------------|-----------|------------|------------|
| 1 | Laserfiche Standard Server | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$1,450.00 | \$1,450.00 |
| 1 | Laserfiche Standard Server - Addtnl. Database | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$600.00 | \$600.00 |
| 1 | Laserfiche Web Access | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$1,590.00 | \$1,590.00 |
| 1 | Laserfiche Web Access – Addtnl. Database | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$250.00 | \$250.00 |
| 1 | Laserfiche Weblink | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$1,590.00 | \$1,590.00 |
| 15 | Laserfiche Full User | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$150.00 | \$2,250.00 |
| 50 | Laserfiche Retrieval User | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$60.00 | \$3,000.00 |
| 1 | Laserfiche Import Agent | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$390.00 | \$390.00 |
| 9 | Laserfiche Quick Fields | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$120.00 | \$1,080.00 |
| 4 | Laserfiche Real Time Lookup | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$100.00 | \$400.00 |

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Continued



Software / Hardware Maintenance Agreement RENEWAL

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| Qty. | Product Description | Service Level | Start Date | End Date | Unit Cost | Ext. Cost |
|--|--|--|------------|-----------|---------------|--------------------|
| 3 | Laserfiche Zone OCR and Validation Package | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$560.00 | \$1,680.00 |
| 5 | Laserfiche Real Time Lookup and Validation Pkg. | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$120.00 | \$600.00 |
| 1 | Laserfiche Advanced Audit Trail | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$1,600.00 | \$1,600.00 |
| 1 | Laserfiche ScanConnect | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$34.00 | \$34.00 |
| 5 | Laserfiche Workflow Additional User | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$60.00 | \$300.00 |
| 1 | Laserfiche Workflow (10 User) | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$3000.00 | \$3000.00 |
| 2 | Fujitsu fi-6140 Document Scanner S/N: 033937 and 01949 | Monday – Friday 8:00am - 5:00pm PST | 1/23/2017 | 1/22/2018 | \$125.00 | \$250.00 |
| Notes: The annual maintenance/support cost for the Laserfiche software products includes all software updates. If required, on-site software support will be billed at the rate of \$175.00 per hour, portal to portal, with a two-hour minimum charge. | | | | | Total: | \$20,064.00 |

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and can be faxed directly to the Contract Administration Department at 408.866.4803.

Donna Braxton / Contract Administrator 12/12/16
Authorized Peelle Representative / Title Date

Authorized Client Representative / Title Date

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AGREEMENT TERMS AND CONDITIONS

Included are the Terms and Conditions under which Peelle Technologies, Inc. (hereafter referred to as Peelle) will provide software and/or hardware maintenance/support services for the products listed within this Software/Hardware Maintenance Agreement (hereafter referred to as Agreement).

1) Software Maintenance/Support Services: Peelle will supply the following software maintenance/support services:

- (a) Peelle shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Agreement, and shall be available to receive notification by the Client of any software problem. The Client must provide adequate information and documentation to enable Peelle to recreate the reported problem. If it is determined that there is no problem with the software products, Peelle will so inform the Client and, in such case, Peelle reserves the right to charge the Client for the services provided at Peelle's then current standard rates plus reasonable associated expenses. Notwithstanding the provisions of this section, Peelle makes no warranties that the maintenance/support provided hereunder will be successful in resolving any problems or in diagnosing faults.
- (b) All software releases/updates made available by the software manufacturer during the term of this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page one (1) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Client's service request within four (4) hours of receipt of notification. In the first instance, Peelle shall attempt to diagnose the reported problem via telephone, e-mail and/or remote access and, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Client perform any required/standard operational maintenance or simple adjustments which the Client can reasonably be expected to conduct. If the reported problem is not resolved via telephone, e-mail and/or remote access, Peelle shall arrange for a system engineer to visit the Client's site during Peelle's normal business hours, which are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays).

2) Hardware Maintenance/Support Services: Peelle will supply the following hardware maintenance/support services:

- (a) All parts, labor and materials necessary to maintain products covered by this Agreement.

Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com. Unless otherwise specified on page one (1) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Client's service request within twenty-four (24) hours of receipt of notification and services will be performed during Peelle's normal business hours. Normal business hours are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays).

3) Charges: Peelle will invoice Client for the total software/hardware maintenance/support services cost, including any applicable taxes. Client agrees to remit complete payment for the invoice in advance of the stated Agreement Start Date. An interest payment of 1.5% compounded monthly and any applicable software maintenance reinstatement fees imposed by the software manufacturer shall be added to those invoices not paid by the stated software maintenance Start Date.

4) Client Responsibility: Client is responsible for:

- (a) Notifying Peelle in advance of any material changes to the supported system's components, including, but not limited to, the system's network, server/workstation hardware, operating system or security configuration.
- (b) Having a valid backup of data at all times to maintain original operating system, data and application software.
- (c) Promptly notifying Peelle of any need for service and making product(s) available to Peelle engineers.
- (d) Running diagnostic tests on all non-supported system components (network, server/workstation hardware, operating system or security configuration) before having a product serviced under this Agreement.

5) Limitations of Service: Maintenance/support services provided under this Agreement do not include:

- (a) Cost of bringing product(s) to operational status prior to placing them under maintenance.
- (b) Costs related to the off or on-site implementation (including, but not limited to installation, configuration and training services) of software updates made available by the software manufacturer during the term of this Agreement.
- (c) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.
- (d) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Client, work performed on software/hardware by personnel other than Peelle employees/subcontractors, causes beyond Peelle's control.
- (e) Furnishing consumable supplies or accessories as specified by the manufacturer.
- (f) Hardware with missing or altered serial numbers.
- (g) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

If services are required due to the above causes, Peelle will provide services at Peelle's then current standard service rates.

6) Term: This Agreement shall be in effect beginning on the Start Date as noted on page one (1) of this Agreement and continue through the End Date as noted on page two (2), unless sooner terminated as provided in Section 7 of this Agreement.

as set forth in Agreement
RWS

RUB

7) Termination: Client may terminate this Agreement for any reason with sixty (60) days written notice ~~prior to the renewal anniversary date~~. Client may also terminate this Agreement if any material agreement or obligation contained or referred to in the Agreement has been breached by Peelle, provided that Client has given Peelle notice of such breach and there has been a failure to cure such breach, if curable, within thirty (30) days after receipt of such notice. Unless such breach has been cured, termination shall be effective thirty (30) days after receipt of such notice, and shall be without prejudice to any other right or remedy to which Client may be entitled either at law, in equity, or otherwise, including, without limitation, under this Agreement. Peelle may terminate this Agreement at any time for any reason with sixty (60) days written notice. Upon terminating the Agreement, Peelle will issue a prorated refund of any remaining prepaid Agreement coverage. The refund amount will be for the Peelle technical support component only and will not include prepaid, non-refundable maintenance/support fees paid to the software manufacturer(s) or third-party hardware service provider(s).

8) Rate Changes: The maintenance/support rates stated within this Agreement will not change during the effective dates specified for this Agreement. All rates are adjustable for maintenance/support coverage periods after the contract expiration date.

RUB

9) Limitation of Liability: ~~Client must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Agreement by Peelle, Client's remedy and Peelle's liability shall be limited to a refund of related maintenance/support fees paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Client's sole and exclusive remedies. In no event will Peelle be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit.~~

10) Entire Agreement: Client acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Client acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written. This Agreement may not be modified or amended except by written instrument duly executed by the parties. *This Agreement is an Exhibit to Town agreement*

RUB

11) Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

12) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.



Software / Hardware Maintenance Agreement RENEWAL

Document and Data Management Solutions

197 East Hamilton Avenue
Campbell, CA 95008
Phone: 800.233.5006 Fax: 408.866.4803

Send Invoices To:

Client: Town of Los Gatos
Attn: Chris Gjerde
Address: 110 East Main Street
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Phone: (408) 354-6814

Software / Hardware Location:

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| Client ID | Account Manger | Client P.O. # | Peelle Invoice # |
|-----------|----------------|---------------|------------------|
| TOLG1102 | Jim Detrick | | |

| Qty. | Product Description | Service Level | Start Date | End Date | Unit Cost | Ext. Cost |
|------|--|--|------------|-----------|------------|------------|
| 1 | Laserfiche Standard Server | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$1,450.00 | \$1,450.00 |
| 1 | Laserfiche Standard Server - Addtnl. Database | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$600.00 | \$600.00 |
| 1 | Laserfiche Web Access | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$1,590.00 | \$1,590.00 |
| 1 | Laserfiche Web Access – Addtnl. Database | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$250.00 | \$250.00 |
| 13 | Laserfiche Full User | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$150.00 | \$1,950.00 |
| 20 | Laserfiche Retrieval User | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$60.00 | \$1,200.00 |
| 1 | Laserfiche Import Agent | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$390.00 | \$390.00 |
| 7 | Laserfiche Quick Fields | Monday – Friday 8:00am - 5:00pm PST | 1/23/2016 | 1/22/2017 | \$120.00 | \$840.00 |
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Continued



Software / Hardware Maintenance Agreement RENEWAL

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| Notes: The annual maintenance/support cost for the Laserfiche software products includes all software updates. If required, on-site software support will be billed at the rate of \$175.00 per hour, portal to portal, with a two-hour minimum charge. | | | | | Total: | \$15,214.00 |

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and can be faxed directly to the Contract Administration Department at 408.866.4803.

Donna Braxton / Contract Administrator 12/01/15
Authorized Peelle Representative / Title Date

Samuel Perrett
Authorized Client Representative / Title 8-3-16
Date

Approved as to form:

Robert Schultz, Town Attorney

Date: 7-27-16 144

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- (c) Costs related to the resolution of software problems caused by unapproved changes to the supported system's network, server/workstation hardware, operating system or security configuration.
- (d) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation/relocation by Client, work performed on software/hardware by personnel other than Peelle employees/subcontractors, causes beyond Peelle's control.
- (e) Furnishing consumable supplies or accessories as specified by the manufacturer.
- (f) Hardware with missing or altered serial numbers.
- (g) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturer's specifications.

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10) Entire Agreement: Client acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Client acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written. This Agreement may not be modified or amended except by written instrument duly executed by the parties.

11) Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

12) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 10

DATE: JANUARY 5, 2017
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: CONDUCT A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE
ABATEMENT LIST AND ORDER THE ABATEMENT OF HAZARDOUS
VEGETATION (WEEDS)

RECOMMENDATION:

Conduct a public hearing to consider objections to the Abatement List (Attachment 1) and order the abatement of hazardous vegetation (weeds).

BACKGROUND:

Hazardous vegetation (weeds) pose a fire threat during the summer months and it is the individual property owner's responsibility to control them. To eliminate hazardous vegetation (weeds), the Town adopted a Hazardous Vegetation (Weed) Abatement Program (Town Code Chapter 11, Article II).

Since 1978, the Town's Hazardous Vegetation Abatement of Weeds Program has been administered through a contract with Santa Clara County. The County's Department of Agriculture and Environmental Management (Weed Abatement Division) identifies properties in Los Gatos with hazardous vegetation and/or weeds and notifies the property owners. The property owners are given a specific timeline to remove the vegetation, and if they do not, a contractor selected by the County removes the vegetation. The cost for the abatement is then passed on to the owner as an assessment on their property tax bill.

On November 15, 2016, the Town Council passed Resolution 2016-066 (Attachment 2) declaring hazardous vegetation (weeds) a public nuisance and providing for their abatement, and set January 17, 2017 as the date for a public hearing for the abatement order.

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

SUBJECT: CONDUCT A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE ABATEMENT LIST AND ORDER THE ABATEMENT OF HAZARDOUS VEGETATION (WEEDS)
JANUARY 5, 2017

DISCUSSION:

The County's Department of Agriculture and Environmental Management mailed property owners a notice of the January 17, 2017 Public Hearing for the Los Gatos jurisdiction and guidelines on the Los Gatos Weed Abatement Program (Attachment 3). The deadline for property owners to adhere to the parcel abatement is April 15, 2017.

On August 1, 2017, the Town Council will hold a public hearing on the proposed hazardous vegetation (weed) abatement charges with a Council resolution confirming or modifying assessments. The Clerk Administrator will file a confirmed report of parcel charges to the County Office of the Assessor to enter on the County tax roll as a special assessment, charged to the property owners.

CONCLUSION:

Conduct a public hearing to consider objections to the Abatement List and order the abatement of hazardous vegetation (weeds).

If a property owner from the list of identified properties objects to the abatement requirement, the Council may hear the objection and make and provide the necessary direction specific to that property.

COORDINATION:

This report has been coordinated with the County of Santa Clara's Department of Agriculture and Environmental Management (Weed Abatement Division).

FISCAL IMPACT:

Funds are provided in the FY 2016/17 Operating Budget to cover the cost of publishing all required legal notices.

ENVIRONMENTAL ASSESSMENT:

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

PAGE 3 OF 3

SUBJECT: CONDUCT A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE ABATEMENT
LIST AND ORDER THE ABATEMENT OF HAZARDOUS VEGETATION (WEEDS)
JANUARY 5, 2017

Attachments:

1. 2017 Weed Abatement Program Commencement Report
2. Resolution 2016-066 Declaring Hazardous Vegetation (Weeds) a Public Nuisance and Providing for their Abatement
3. Affidavit of Mailing

Distribution:

Amy Brown, Director of Consumer and Environmental Protection Agency, County of Santa Clara, 1553 Berger Drive, San Jose, CA 95112

Moe Kumre, Manager, Consumer and Environmental Protection Agency, County of Santa Clara, 1553 Berger Drive, San Jose, CA 95112

**2017 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

| Situs | APN | CITY/STATE | | | | | |
|-------|------------|---------------|--------------------------------|---------------------------|--------------|----|------------|
| 770 | PARR | AV 406-26-034 | ASGARI NASSER AND FATEMEH | 1570 WALTERS AVE | CAMPBELL | CA | 95008-6317 |
| | NO SITUS | 406-26-035 | ASGARI NASSER AND FATEMEH | 1570 WALTERS AVE | CAMPBELL | CA | 95008-6317 |
| 375 | KNOWLES | DR 406-28-039 | TAYLOR MORRISON OF CALIFORNIA, | 81 BLUE RAVINE RD STE 220 | FOLSOM | CA | 95630 |
| 106 | LOS PATIOS | 407-30-072 | ALTMAN ZIVA TRUSTEE | P O BOX 3418 | SARATOGA | CA | 95070 |
| 101 | CAPISTRANO | PL 409-02-013 | HENLEY STACEY TRUSTEE | 101 CAPISTRANO PL | LOS GATOS | CA | 95030-1103 |
| 500 | ROXBURY | LN 409-02-014 | CHEN GEORGE | 500 ROXBURY LN | LOS GATOS | CA | 95032-1136 |
| | WEDGEWOOD | AV 409-08-001 | UNION PACIFIC CORPORATION | 10031 FOOTHILLS BLVD | ROSEVILLE | CA | 95030-0000 |
| 14365 | LA | DR 409-14-029 | LIU CHRISTOPHER | 14365 LA RINCONADA DR | LOS GATOS | CA | 95032-0000 |
| 14325 | MULBERRY | DR 409-15-020 | FAR CREEK PROPERTIES INC. | 1130 SONUCA AVE | CAMPBELL | CA | 95008-5926 |
| 14333 | MULBERRY | DR 409-15-022 | BOLANDI HOOMAN | 14333 MULBERRY DR | LOS GATOS | CA | 95032-0000 |
| 112 | BROCASTLE | WA 409-25-015 | MOYAL EFRAT AND GAL | 112 BROCASTLE WAY | LOS GATOS | CA | 95032-0000 |
| 108 | BROCASTLE | WA 409-25-016 | AMES GERALD B AND MARLIN-AMES | 108 BROCASTLE WAY | LOS GATOS | CA | 95032-0000 |
| 15723 | OAK KNOLL | DR 410-04-013 | MASSIE TONY D AND CHRISTINE | PO BOX 35547 | MONTE SERENO | CA | 95030-0547 |
| 15759 | OAK KNOLL | CT 410-04-016 | ROKITTA REID TRUSTEE & ET AL | 15759 OAK KNOLL CT | LOS GATOS | CA | 95030-0000 |
| 15755 | POPPY | LN 410-09-020 | SKORUPKA DEBRA N AND CHAD | 15755 POPPY LN | LOS GATOS | CA | 95030-3260 |
| 16245 | BURTON | RD 424-06-115 | SWENSON C B TRUSTEE | 777 N 1ST ST FL 5 | SAN JOSE | CA | 95112 |
| 14823 | LOS GATOS | BLV424-07-065 | MOISENCO DOUGLAS L TRUSTEE & | 18520 WOODBANK WAY | SARATOGA | CA | 95070-6233 |
| 14926 | LOS GATOS | BLV424-10-009 | TSAI DAVID Y AND UNDINE Y | 489 S DANIEL WAY | SAN JOSE | CA | 95128-5131 |
| 15425 | NATIONAL | AV 424-12-007 | NELSON PAUL R ET AL | 15732 LOS GATOS BL #106 | LOS GATOS | CA | 95032 |
| 16107 | LOS GATOS- | RD 424-12-076 | LUKOV WILLIAM M AND CAI LUCY | 16107 LOS GATOS-ALMADEN | LOS GATOS | CA | 95032-3614 |
| 15439 | NATIONAL | AV 424-12-137 | 15439 NATIONAL LLC | 15439 NATIONAL AVE | LOS GATOS | CA | 95032-0000 |
| 15461 | NATIONAL | AV 424-12-138 | N A I M INC | 353 PIERCY RD | SAN JOSE | CA | 95138-1403 |
| 16261 | CAMINO DEL | 424-35-014 | SIGAL ETHAN ET AL | 16261 CAMINO DEL SOL | LOS GATOS | CA | 95032 |

**2017 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

| Situs | APN | | | | CITY/STATE | | |
|-------|----------------------------|----------------------------------|--------------------------|---------------|------------|------------|--|
| 16 | PENNSYLVANI AV 510-42-014 | SHAFAI FARHAD AND LANGROUDI | 16 PENNSYLVANIA AVE | LOS GATOS | CA | 95030-5925 | |
| 33 | CLIFTON AV 510-45-049 | WINCOTT ESTHER B | 33 CLIFTON AVE | LOS GATOS | CA | 95030-6805 | |
| 16041 | BLOSSOM HILL RD 523-26-045 | SROKA DIANA AND KEVIN | 16041 BLOSSOM HILL RD | LOS GATOS | CA | 95032-4809 | |
| | UNION AV 523-42-011 | ROBINSON RICHARD E TRUSTEE | PO BOX 1789 | DISCOVERY BAY | CA | 94514 | |
| | UNION AV 527-02-005 | EW REAL ESTATE LLC | 15055 LOS GATOS BLVD STE | LOS GATOS | CA | 95032 | |
| 15951 | QUAIL HILL RD 527-02-007 | HWANG KEVIN Y AND DONG | 1476 NORMAN DR | SUNNYVALE | CA | 94087-5829 | |
| 15925 | QUAIL HILL RD 527-03-003 | ZUKIN MARGARET S TRUSTEE | 145 DRYSDALE DR | LOS GATOS | CA | 95032-4847 | |
| 145 | DRYSDALE DR 527-03-006 | ACOSTA SALVADOR J AND SANDRA | 15655 GUM TREE LN | LOS GATOS | CA | 95032-4813 | |
| 15655 | GUM TREE LN 527-03-007 | QUINT ROBERT A TRUSTEE & ET AL | GUM TREE LN | LOS GATOS | CA | 95030-0000 | |
| | GUM TREE LN 527-08-019 | DHAGAT ADITI | 16010 CAMINO DEL CERRO | LOS GATOS | CA | 95032-0000 | |
| 16010 | CAMINO DEL 527-16-004 | DUDEY NORMAN ET AL | 15054 BLOSSOM HILL RD | LOS GATOS | CA | 95032-4904 | |
| 15054 | BLOSSOM HILL RD 527-16-009 | GUEVARA MARIA E | 14975 LARGA VISTA DR | LOS GATOS | CA | 95032-4917 | |
| 14975 | LARGA VISTA DR 527-16-013 | GUEVARA MARIA E ET AL | 14975 LARGA VISTA DR | LOS GATOS | CA | 95032-4917 | |
| | LARGA VISTA DR 527-16-016 | PROUTY PAUL R AND KYMBERLY K | 14960 LARGA VISTA DR | LOS GATOS | CA | 95032-4918 | |
| 14960 | LARGA VISTA DR 527-17-008 | POCHOP JEFFREY L JR TRUSTEE | 14938 LARGA VISTA DR | LOS GATOS | CA | 95032 | |
| 14938 | LARGA VISTA DR 527-18-014 | RATHJE MIKE AND SHAYNA K | 14850 BLOSSOM HILL RD | LOS GATOS | CA | 95032-4901 | |
| 14850 | BLOSSOM HILL RD 527-20-002 | BATE ROSEMARY S | 110 BELVALE DR | LOS GATOS | CA | 95032 | |
| 401 | SURMONT DR 527-23-027 | HUBER JAMES E | 14510 BLOSSOM HILL RD | LOS GATOS | CA | 95032-5005 | |
| 14510 | BLOSSOM HILL RD 527-24-010 | KILLION MICHAEL AND CATHERINE | 272 BELBLOSSOM WAY | LOS GATOS | CA | 95032-5027 | |
| 272 | BELBLOSSOM WA 527-26-008 | CREECH RANDALL C AND JANE H | 5955 VISTA LOOP | SAN JOSE | CA | 95124-6528 | |
| | BELGATOS LN 527-26-009 | WANG VIRGINIA S AND LIEH C ET AL | 6808 LEYLAND PARK DR | SAN JOSE | CA | 95120-5616 | |
| | BELGATOS LN 527-26-010 | EBRAHIMI ARMIN | 307 BELGATOS LN | LOS GATOS | CA | 95032-0000 | |
| 307 | BELGATOS LN 527-41-047 | DEMETRY ANDREW E | 457 VISTA ROBLES DR | BEN LOMOND | CA | 95005 | |

**2017 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

| Situs | APN | | CITY/STATE | | | | |
|-------|-----------------|---------------|---------------------------------|---------------------------|---------------|----|------------|
| 258 | UNION | AV 527-44-012 | UNIONIUM PROPERTY LLC | 12280 SARATOGA- | SARATOGA | CA | 95070 |
| 258 | UNION | AV 527-44-013 | UNIONIUM PROPERTY LLC | 12280 SARATOGA- | SARATOGA | CA | 95070 |
| 258 | UNION | AV 527-55-009 | FELAND JOHN M AND SUSAN H | 104 MADERA CT | LOS GATOS | CA | 95032-5720 |
| 104 | MADERA | CT 527-55-037 | JOSLYN WILLIAM AND STEPANIE J | 320 SANTA ROSA DR | LOS GATOS | CA | 95032-5721 |
| 320 | SANTA ROSA | DR 527-55-042 | OHM VICTOR J AND VANNA J | 3802 AINSLEY CT | CAMPBELL | CA | 95008 |
| | ALTA TIERRA | CT 527-56-010 | SEYEDIN SARA TRUSTEE | 17110 SCOTT DR | MONTE SERENO | CA | 95030 |
| 520 | SANTA ROSA | DR 527-56-012 | BARBACCIA JEAN AND LOUIS P | 541 SANTA ROSA DR | LOS GATOS | CA | 95032-5716 |
| 541 | SANTA ROSA | DR 527-56-020 | SIU MARIAN Y TRUSTEE | 118 HARWOOD CT | LOS GATOS | CA | 95032-0000 |
| 118 | HARWOOD | CT 527-57-008 | KRATTER MATTHEW R TRUSTEE & | 112 HARWOOD CT | LOS GATOS | CA | 95032-5151 |
| 112 | HARWOOD | CT 529-15-104 | CUSACK FRANK TRUSTEE | 16771 FRANK AVE | LOS GATOS | CA | 95032-3308 |
| 16771 | FRANK | AV 529-16-026 | DUNN PROPERTIES LP | 301 ALTA LOMA LN | SANTA CRUZ | CA | 95062 |
| 615 | BLOSSOM HILL RD | 529-24-001 | NERHAN KEET S | P O BOX 158 | HALF MOON BAY | CA | 94019-0158 |
| 50 | SARATOGA | AV 529-29-065 | DOUGLAS VASILIKI | 10 RESERVOIR RD | LOS GATOS | CA | 95032-7028 |
| | NO SITUS | 529-31-099 | PILE JAMES S TRUSTEE & ET AL | 80 RESERVOIR RD | LOS GATOS | CA | 95030-0000 |
| 80 | RESERVOIR | RD 529-35-010 | BOGER LEO AND DONNA TRUSTEE | 63 GROVE ST | LOS GATOS | CA | 95030-0000 |
| 63 | GROVE | ST 529-35-011 | HARRISON ERIC AND CLAY KRISTI | 67 GROVE ST | LOS GATOS | CA | 95030-0000 |
| 67 | GROVE | ST 529-35-030 | SANDIGO SAMUEL R | 102 CENTRAL CT | LOS GATOS | CA | 95030-0000 |
| 102 | CENTRAL | CT 529-39-014 | BEAN AARON W | 354 JOHNSON AVE | LOS GATOS | CA | 95030-0000 |
| 354 | JOHNSON | AV 529-39-040 | EW REAL ESTATE LLC | 15055 LOS GATOS BLVD UNIT | LOS GATOS | CA | 95032 |
| 218 | TOURNEY | 529-39-047 | ST WARD PROPS LP | 107 FOSTER RD | LOS GATOS | CA | 95030-0000 |
| | (VACANT) | 532-13-069 | PINKHAM CHRISTOPHER C AND | 119 ISABELLE CT | LOS GATOS | CA | 95030-0000 |
| 119 | ISABELLE | CT 532-16-006 | SURREY FARMS GROUP LLC | 401 N CARMELINA AVE | LOS ANGELES | CA | 90049 |
| | TWIN OAKS | DR 532-17-023 | FITZSIMMONS JOHN R AND HELENE J | 16421 S KENNEDY RD | LOS GATOS | CA | 95030-0000 |

**2017 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

| Situs | APN | CITY/STATE | | | | | |
|---------|--------------|---------------|---------------------------------|----------------------|---------------|----|------------|
| 16461 S | KENNEDY | RD 532-17-027 | CHAUDHRY FAISAL J AND REEM C | 5342 VICENZA WAY | SAN JOSE | CA | 95135-0000 |
| 16461 | KENNEDY | RD 532-17-028 | HAKHU JAI K AND NALINI | 7 SHORE PINE DR | NEWPORT COAST | CA | 92657 |
| 16148 | CYPRESS | WA 532-28-013 | HOLLAND LAUREN M AND PETER F | 331 JOHNSON AVE | LOS GATOS | CA | 95030-0000 |
| 331 | JOHNSON | AV 532-31-022 | WAYKER WILLIAM J AND ELLEN J | 179 STACIA ST | LOS GATOS | CA | 95030-6243 |
| 248 | JARED | LN 532-34-071 | PAN SAM SHIWEI | 1901 NOBILI AVE | SANTA CLARA | CA | 95051-2229 |
| 248 | JARED | LN 532-35-017 | SHASTRI PARTHESH AND TRIVEDI | 207 HARDING AVE | LOS GATOS | CA | 95030-6306 |
| 207 | HARDING | AV 532-36-055 | WILLIAMS NEIL TRUSTEE | 234 HARDING AVE | LOS GATOS | CA | 95030-0000 |
| 234 | HARDING | AV 532-39-012 | HOOD DENNIS G TRUSTEE | 17140 CRESCENT DR | LOS GATOS | CA | 95030-0000 |
| 17140 | CRESCENT | DR 532-39-013 | SCOTT JOHN C AND ELVIE E | 13587 SARAVIEW DR | SARATOGA | CA | 95070-4842 |
| 17435 | PHILLIPS | AV 537-04-019 | EBRAHIMI KEVIN A | 4459 WINDSOR PARK DR | SAN JOSE | CA | 95136-2048 |
| 17528 | TOURNEY | RD 537-04-043 | YU MARGARET AND ROLANDI | 17652 TOURNEY RD | LOS GATOS | CA | 95030-7166 |
| 15350 | BLACKBERRY | RD 537-17-018 | SEPAHMANSOUR FARAMARZ AND | 11031 WOODRING DR | MATHER | CA | 95655 |
| 14180 | SHANNON | RD 537-17-027 | LEIRER VON OTTO AND PERZOW | 14050 SHANNON RD | LOS GATOS | CA | 95032-0000 |
| | (LAND ONLY.) | 537-21-004 | FINK CHRISTOPHER C AND JENNIFER | 15315 KENNEDY RD | LOS GATOS | CA | 95032-6521 |
| 15315 | KENNEDY | RD 537-21-008 | AUDEBERT YVES L AND NGUYEN | 237 FORRESTER RD | LOS GATOS | CA | 95032-6525 |
| 237 | FORRESTER | RD 537-21-010 | 233 FORRESTER ROAD HOLDING LLC | 233 FORRESTER RD | LOS GATOS | CA | 95032-6526 |
| 233 | FORRESTER | RD 537-21-014 | ELMER RUSSELL S AND YATES | 235 FORRESTER RD | LOS GATOS | CA | 95032-6508 |
| 235 | FORRESTER | RD 537-21-019 | KADKHODAYAN MANOOOCHEHR AND | 15335 KENNEDY RD | LOS GATOS | CA | 95032-6522 |
| 15335 | KENNEDY | RD 537-22-011 | SATIA JAGAT B AND INDIRA | 229 FORRESTER RD | LOS GATOS | CA | 95032-6508 |
| 229 | FORRESTER | RD 537-22-012 | SCHIEFELBEIN LESTER W JR AND | 227 FORRESTER RD | LOS GATOS | CA | 95032-6508 |
| 227 | FORRESTER | RD 537-23-007 | MURPHY SARA H AND HULL | 110 WOODED VIEW DR | LOS GATOS | CA | 95032-5736 |
| 110 | WOODED | DR 537-23-021 | CHADWICK CURT H AND | 220 WOODED VIEW DR | LOS GATOS | CA | 95032-5738 |
| 220 | WOODED | DR 537-23-028 | OWNBEY DOUGLAS V TRUSTEE | P.O. BOX 9277 | SAN JOSE | CA | 95157 |

**2017 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
TOWN OF LOS GATOS**

| Situs | APN | | CITY/STATE | | | | |
|-------|--------------|---------------|-------------------------------|----------------------------|-----------|----|------------|
| 155 | WOODED | DR 537-23-038 | BROWN DAVID L | 120 WOODED VIEW DR | LOS GATOS | CA | 95032-5736 |
| 120 | WOODED | DR 537-23-040 | SCHAFER CHRISTOPHER L AND | 110 HAPPY ACRES RD | LOS GATOS | CA | 95032-5704 |
| 110 | HAPPY ACRES | RD 537-23-046 | BREIDENTHAL JOHN TRUSTEE | 149 LOMA ALTA AVE | LOS GATOS | CA | 95030-6223 |
| | (LAND ONLY.) | 537-26-021 | KAISER ALBERT F AND SUZANNE V | 15660 SHANNON HEIGHTS RD | LOS GATOS | CA | 95032-5723 |
| 15660 | SHANNON | RD 537-26-053 | GEORGE NANCY TRUSTEE | 105 HAPPY ACRES RD | LOS GATOS | CA | 95032-5704 |
| 105 | HAPPY ACRES | RD 537-26-067 | KLARICH LEE N TRUSTEE & ET AL | 15950 CERRO VISTA DR | LOS GATOS | CA | 95032 |
| 15950 | CERRO VISTA | DR 537-26-072 | STEIPP THOMAS W AND DEBRA L | 15560 SHANNON RD | LOS GATOS | CA | 95032-0000 |
| 15560 | SHANNON | RD 537-26-073 | OWEN CHRISTOPHER R AND ALICIA | 15466 LOS GATOS BL 109-054 | LOS GATOS | CA | 95032 |
| 14890 | DIDUCA | WA 537-30-007 | TFR MANAGEMENT GROUP INC | 14938 CAMDEN AVE. #31 | SAN JOSE | CA | 95124 |
| 15975 | CERRO VISTA | DR 537-30-010 | HOEPFNER CAROL H | 15955 CERRO VISTA CT | LOS GATOS | CA | 95032-4700 |
| 15955 | CERRO VISTA | CT 537-30-014 | CHEN SHENCHANG E AND TAHN | 15951 CERRO VISTA CT | LOS GATOS | CA | 95032-0000 |
| 15951 | CERRO VISTA | CT 537-30-017 | TIGHE JOHN R AND SUSAN B | 15961 CERRO VISTA CT | LOS GATOS | CA | 95032-4700 |
| | LOMA PRIETA | AV 567-23-044 | CHRISTIAN CHURCH OF LOS GATOS | 16845 HICKS RD | LOS GATOS | CA | 95032-6631 |
| | (LAND ONLY) | 567-24-022 | KAO JEFFREY TRUSTEE & ET AL | 281 SHANNON OAKS LN | LOS GATOS | CA | 95032 |
| 281 | SHANNON | LN 567-24-023 | DAGNEY GROUP LLC | 9424 S 300 W | SANDY | UT | 84070-2628 |

RESOLUTION 2016-066

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
DECLARING HAZARDOUS VEGETATION (WEEDS) A PUBLIC NUISANCE AND
PROVIDING FOR THEIR ABATEMENT**

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

WHEREAS, the Town of Los Gatos, by ordinance, has adopted such a procedure, codified in Chapter 11, Article 2, Sections 11.20.010 through 11.20.045 of the Los Gatos Town Code.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to private property within the Town of Los Gatos, and declares that all hazardous vegetation (weeds) growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

BE IT FURTHER RESOLVED that unless such nuisance be abated by the destruction or removal of such hazardous vegetation (weeds) within thirty (30) days after the adoption of this resolution, or within the time specified in a written agreement with the Town of Los Gatos Director of Parks and Public Works, or his representative, whichever time shall be later, as provided in Chapter 11, Article 2, of the Los Gatos Town Code, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots and lands from which, or in the front and rear of which, such hazardous vegetation (weeds) shall have been destroyed or removed, such expense constituting a lien upon such lots or lands until paid, and to be collected upon the next tax roll upon which general municipal taxes are collected.

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

BE IT FURTHER RESOLVED that on the 17th day of January, 2017, at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, California, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos held on the 15th day of November, 2016 by the following vote:

COUNCIL MEMBERS:

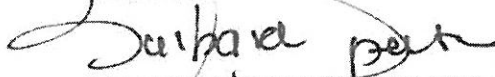
AYES: Marcia Jensen, Steve Leonardis, Rob Rennie, Marico Sayoc, Mayor Barbara Spector

NAYS: None.

ABSENT: None.

ABSTAIN: None

SIGNED:



MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

DATE: 11/18/16

ATTEST:



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

DATE: 11/18/16

County of Santa Clara

Department of Agriculture and Environmental Management
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460



AFFIDAVIT OF MAILING

Notice of Public Hearing for the Jurisdictions of: Los Gatos

Jamie Roth, declares as follows: That she is a citizen of the United States, over the age of 18 years, that at all times herein mentioned was an employee/agent of the County of Santa Clara.

Jamie Roth, deposited in the United States Post Office, California, a Notice of Hearing, a copy of which is attached hereto. That said mailing list has been provided by the applicant and lists the owners of property who are entitled to Notice of Hearing. That on said day, there was a regular communication by United States mail between San Jose, California and the addresses shown on the attached mailing list.

I declare under penalty of perjury that
the foregoing is true and correct.

Date: 12.16.2016

By: [Signature]

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3123

2017 Return Reply Form

WYATT DOUGLAS AND HIND

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program no later than **February 15, 2017**. Thank you.

TRA: 15-033



SAMPLE

Please check the box that applies for each parcel (see explanations below):

| Parcel Number | Site Address | A | B | C |
|---------------|------------------------|--------------------------|--------------------------|--------------------------|
| 503-13-117 | 22551 MT EDEN SARATOGA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 15, 2017 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee or the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. Work may commence on or about March 12th, 2017.

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2016, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentally sensitive

Signature

Name (please print)

Date

()
Day time phone

2-10-12

Fold Here First

Return Address

**Santa Clara County Weed Abatement Program
Department of Agricultural and Environmental
Management
1553 Berger Drive, Bldg. #1
San Jose, California, 95112**

Fold Here Second
Use Staples To Secure

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on November 15, 2016, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall within thirty days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Public Works of the Town of Los Gatos, or the Director of Parks and Public Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town at 110 East Main Street, Los Gatos, California, on **Tuesday, January 17, 2017 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration. *The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE

January 17, 2017

Public hearing to consider objections to Abatement List.

April 15, 2017

PARCEL ABATEMENT DEADLINE

Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.

July-August, 2017

Assessment Hearing to protest abatement charges
(Date subject to change, please confirm with City Clerk)

2017 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of \$60.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the March 1st deadline will be charged an inspection fee of \$485.00 and the property 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 \$434.00 per parcel.

2017 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

| PARCEL SIZE: | 1 st Disc | + | 2 nd Disc | = Total Discs |
|----------------------------|----------------------|---|----------------------|----------------------------|
| 0-12,500 sq.ft. | <u>\$202.86</u> | | <u>\$136.00</u> | <u>\$338.86</u> |
| 12,501sq.ft.- 43,560sq.ft. | <u>\$235.72</u> | | <u>\$170.00</u> | <u>\$405.72</u> |
| Larger than 1 Acre | <u>\$100.87</u> | | <u>\$89.53</u> | <u>\$190.40</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) HANDWORK** \$3.38 PER 100 sqft
C) FLAIL 6 Foot Mower \$4.50 PER 1000 sqft
MOWING 12 Foot Mower \$3.50 PER 1000 sqft
D) LOADER WORK \$110.50 PER HOUR
E) DUMP TRUCK \$102.00 PER HOUR
F) BRUSH WORK \$3.38 PER 100 sqft
G) Debris removal \$38.86 PER 1000sqft
G) DUMP FEE 100%

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.**

County of Santa Clara

Department of Agriculture and Environmental Management
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460



November 21, 2016

IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner:

To protect your property and the surrounding area from possible fire, your jurisdiction contracts with the County of Santa Clara to operate a Weed Abatement Program. The County is providing this notice and information packet to you as part of the Program. Please read the information carefully and call us for clarification or additional information.

Your jurisdiction has or will adopt a resolution declaring your property as one that may contain potential fire hazards from weeds or other debris. In addition, your jurisdiction will be conducting a public hearing to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris. The public hearing will be held on the date and at the place stated in the attached notice to destroy weeds. The public hearing provides an opportunity for you to raise any objections and/or concerns to the requirement that you remove fire-hazardous vegetation and/or debris from your property prior to the deadline provided in the attached abatement schedule.

The Weed Abatement Program works in coordination with parcel owners if their property is habitat to protected species of plants and/or animals. If you believe your parcel includes an environmentally sensitive habitat, please check the box and explain this on the reply form to assist us in determining the best approach to weed abatement at your property.

If, after the public hearing, the Weed Abatement Program is approved for your property, the County is authorized by its contract with the cities and by State law to perform an inspection of your property to determine whether the property has been cleared of hazards according to Minimum Fire Safety Standards (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction.

As a result of the parcel being included in the Weed Abatement Monitoring program you will be responsible for an annual fee of \$60.00 to cover the cost of the compliance inspection.

If you fail to complete the abatement work prior to the County inspection of your property, you will be responsible for an inspection fee of \$485 per parcel, and your property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor, you will not incur further charges. Should the abatement work be completed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$434 per parcel.

The County will use the least costly method of abatement considering the physical characteristics of your property and environmental concerns. Fees are detailed in the attached price list. The total amount will be included as a special assessment on your property tax bill following confirmation of the charges by your

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

jurisdiction. Notice of the date of that meeting will be posted at a location prescribed by your jurisdiction (typically at the Civic Center) at least three days prior to the meeting.

You can avoid all costs, other than the annual fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs through October. Parcels will be removed from the program after three (3) consecutive years of voluntary compliance (work completed prior to the deadline).

In preparation for this program, please complete and return the enclosed Reply Form so that we are aware of your intentions regarding the maintenance of your property.

If you designate in your reply that you intend to abate the weeds yourself, you are expected to complete the abatement before the deadline listed on the abatement schedule and maintain fire safe conditions for the duration of the fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. County contractors will proceed to abate hazardous vegetation as necessary after the deadline for your jurisdiction.

Enclosed you will find the following information:

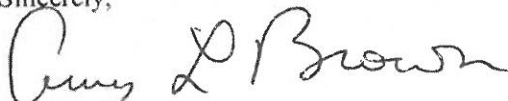
- ✓ A Reply Form specific to your property. Please complete and return promptly.
- ✓ A Notice to Destroy Weeds informing you of an upcoming public meeting that you must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property.
- ✓ A Weed Abatement Program Schedule for your city and a current County price list.
- ✓ A Brochure about the Santa Clara County Weed Abatement Program.

Please be aware that any abatement performed by the County contractor must be in compliance with all applicable environmental protection regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be responsible for all hazard abatement charges assessed to the property.

Our goal is voluntary compliance with the Minimum Fire Safety Standards, and it is our objective to ensure that all properties remain safe from fire. If you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call the Santa Clara County Weed Abatement Program at (408) 282-3145.

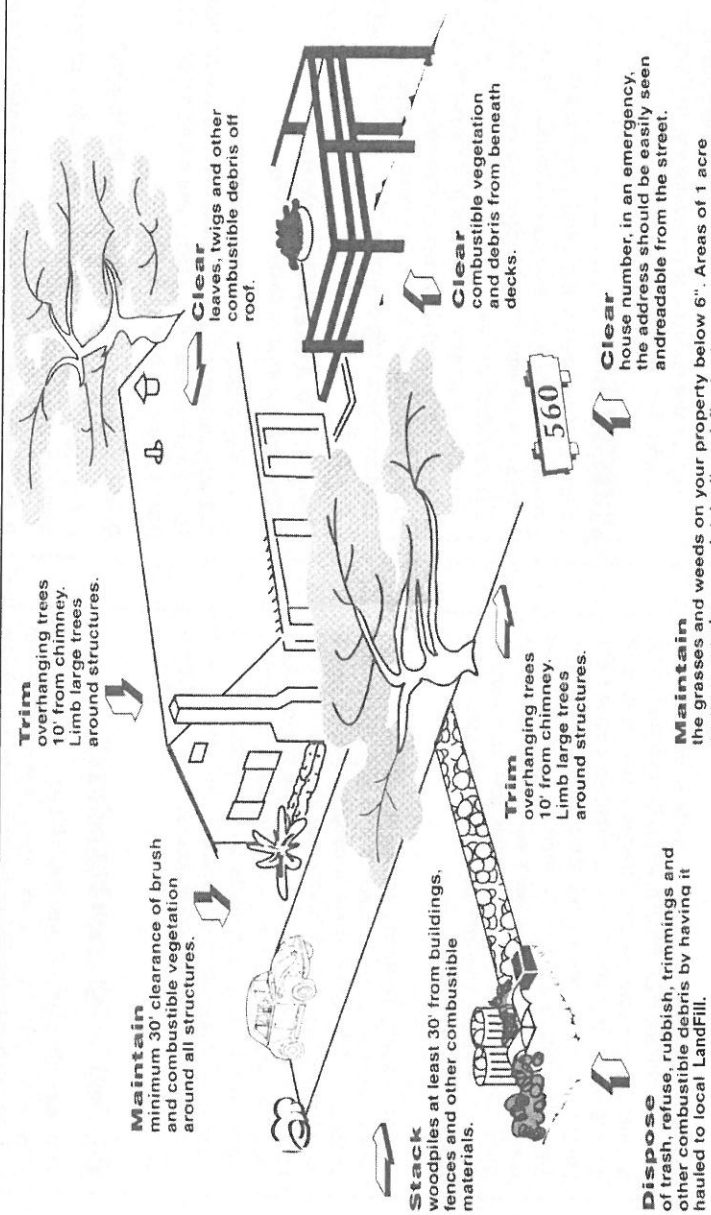
Sincerely,



Amy Brown, Director
Consumer and Environmental Protection Agency

MINIMUM FIRE SAFETY STANDARDS

1. Vegetation must not exceed 6 inches in height any time after the compliance deadline.
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and Driveways must maintain a clearance of 10' W by 13'6" H for all vegetation
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100-foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30-foot clearance around structures and perimeter property lines. Additional 30-foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30-foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimney.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

| Trees: | Shrubs: | Groundcover: | Freeway Daisy |
|-------------------|-----------------|------------------|--------------------------------|
| African Sumac | Bearberry | Aaron's Beard | Rock rose (except Gum Variety) |
| California Pepper | Carmel Creeper | Australian Daisy | |
| | Carolina Cherry | Candytuft | |
| | Catalina Cherry | Sterile Capeweed | |

Fire Safety Through Vegetation Management

Santa Clara County
Consumer and Environmental
Protection Agency

Weed Abatement Program



1553 Berger Drive #1
San Jose, Ca 95112
Phone (408) 282-3145
Fax: (408) 286-2460
SCC.WeedAbatement@icep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Department of Agriculture and Environmental Management and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.

- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.

- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.

- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weeding, if you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?

A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have not been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017
ITEM NO: 10
DESK ITEM

DATE: JANUARY 17, 2017
TO: MAYOR AND TOWN COUNCIL
FROM: LAUREL PREVETTI, TOWN MANAGER
SUBJECT: CONDUCT A PUBLIC HEARING TO CONSIDER OBJECTIONS TO THE
ABATEMENT LIST AND ORDER THE ABATEMENT OF HAZARDOUS
VEGETATION (WEEDS)

REMARKS:

After the staff report was distributed on January 12, 2017, the attached public comments were received (Attachment 4).

Attachments previously received with January 17, 2017 Staff Report:

1. 2017 Weed Abatement Program Commencement Report
2. Resolution 2016-066 Declaring Hazardous Vegetation (Weeds) a Public Nuisance and Providing for their Abatement
3. Affidavit of Mailing

Attachments received with this Desk Item Report:

4. Communication received between 11:01 a.m., Thursday, January 12, 2016 and 11:00 a.m., Tuesday, January 17, 2016

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

January 15, 2017

Re: Agenda Item #10 – 2017 Weed Abatement Program

Dear Town Council,

Action Requested

Please instruct Staff to add parcel 510-41-068 to the 2017 Weed Abatement Program and instruct Staff to have the parcel properly abated to comply with both the County's minimum fire safety standards and the Town's Weed Ordinance.

Background

Parcel 510-41-068 has been in the Weed Abatement Program every year since 2010. This parcel is located on Laurel Avenue, which is less than ½ mile from downtown, and is approximately 1.6 acres in size. The parcel is located in the Wildland Urban Interface Fire area and has been designated by CAL FIRE as a (LRA) VHFHSZ (local responsibility area very high fire hazard severity zone), which is the highest fire severity ranking issued by CAL FIRE.

The lot is undeveloped, zoned R-1:8, covered with hazardous brush, vegetation, weeds, fallen tree limbs and combustible trash. I have attached recently taken pictures which confirm the condition on the ground. I invite the Town Council to personally inspect the parcel to confirm what I have represented is correct.

Additionally the parcel is surrounded on all sides by developed property and a multi-tenant condominium complex. The improved market value of the immediately adjacent property is in excess of \$100m.

It does not take a fire expert to realize that a fire on this parcel would be devastating and represents a real danger to the adjacent improved property. When I applied for fire insurance 18 months ago on my newly constructed home, I was denied coverage from over 5 insurance companies because of the uncontrolled growth on parcel 510-41-068.

Discussion

The County Weed Abatement Director dropped this parcel from the 2017 list of parcel to be abated claiming that the parcel has been declared "voluntarily compliant" and hasn't "failed an inspection" for the past three years. I have attached an email that I received from Mr. Kumbre which explained his actions.

I have written to the Town Council, the Town Manager, the Town Attorney, the Town Parks and Public Work Director, the County Fire Marshall and the Director of the Santa Clara County Weed Abatement Program over 6 months ago alerting everyone to the fact that this parcel does not meet the Town's

Weed Abatement Ordinance. All of these individuals (with the exception of Town Council) have visited the parcel. No one would dispute the pictures that I have attached.

Contrary to the claims of the County Weed Abatement Director, for the past three years this parcel has not been abated and has not complied with the Santa Clara County minimum fire safety standard, a copy of which I have attached. Mr. Kumbre is very aware that this parcel does not have a 30 foot clearance around the perimeter property lines, and that the vegetation exceeds 6 inches. He also knows the property has dead trees, vast amounts of combustible brush, dead vegetation and bio fuel on the parcel. The existence of any of the above represents a violation of the minimum fire safety standards.

One month ago I had a discussion with the Town Attorney regarding the proper steps to be taken to get this parcel abated. The conversation was constructive and we agreed on a path forward. During that discussion I specifically requested that he insure that the parcel remain in the Weed Abatement Program. I did this because I was concerned that my repeated requests for abatement had created an adverse situation with Mr. Kumbre, and I wanted to make sure that the Town would not “drop” the parcel from the Town’s program.

By dropping this parcel from the list of parcels to be abated, a chilling message is sent to anyone who legitimately questions the enforcement actions of the Town and the Weed Abatement Department and it potentially undercuts the legitimacy of the Town’s Weed Abatement program, whose sole purpose is to save guard the public from fire.

Fiscal Impact

There should be no fiscal impact of including this parcel in the 2017 Weed Abatement Program. The Santa Clara County Department of Agriculture Management expenses are recovered through the Weed Abatement Program administrative fees charged to property owners.

Compliance with Government Code Section 51175 - 51189

Basic authority and responsibilities of the LRA VHFSZ are found in Government Code Sections 51175 – 51189. The purpose of this Government Code chapter is to classify lands in accordance with whether a very high fire hazard severity is present so that public officials are able to identify measures that will mitigate the rate of spread and reduce the potential intensity of uncontrolled fires that threaten to destroy resources, life or property and to require that those measures be taken. The Town of Los Gatos must comply with this Government Code section.

Environmental Assessment

The lot maybe considered a riparian area or resource sensitive area which may require environmental review and a permit from the USFW or CDFG or a grading permit from the Town before any work could be done. Securing these permits should not be a basis for not abating the project. In fact neither the Town Ordinances of governing California law give an abatement exception to environmentally sensitive areas.

Alternative

In researching the Town’s Hazardous Vegetation Abatement Program abatement, I learned that as far back as 2007 the Town also participated in a parallel program administered by the County Fire

Department called the Brush Abatement Program. This program, per Staff reports, was created after the disastrous 1995 Oakland Hills fire. Under this program properties are inspected in April and property owners receive abatement notices from this program as well. This is a separate program from the County Agricultural Commission's Office. The focus of this program is the identification of perennial vegetation, brush, trees and shrubs in designated very high fire hazard areas.

Historically the Hazardous Weed and Brush Abatement programs were two programs that are operated by the County to identify hazardous vegetation locations and to notify property owners about the possibility of fire hazards. The two County departments were effectively working together to coordinate these programs. The time table for the Brush Abatement Program was consistent with the generally accepted procedures throughout Santa Clara County as recommended by the County Agricultural Commissioner's Office. I am not aware of any action the Town has taken to implement a Brush Abatement program similar to what was implemented in 2007, 2008, and 2009. This maybe an alternative solution.

Conclusion

There is not a more worthy parcel in all of Los Gatos that should be on the Weed Abatement list. This lot is covered with hazardous vegetation, brush, dense bio fuel and rubbish. It poses a serious fire threat during the summer months to all of the developed property surrounding the parcel. The lot is bordered on two sides by Laurel Ave and Wadsworth Ave. It is easily accessible and not inconceivable that a burning cigarette thrown from a passing car could ignite this parcel.

The Town has adopted Hazardous (Weed) Abatement Program (Town Code Chapter 11, Article 11) and acknowledges that hazardous vegetation poses a serious threat during the summer months. I respectfully request that the Town take all necessary steps to protect the surrounding developed property and to enforce the Town Ordinance and Government Code by requiring abatement and the creation of a 30 foot defensible space around the perimeter of the parcel.

Sincerely,

Phil Koen

From: Phil Koen
Sent: Monday, January 16, 2017 10:29 AM
To: Laurel Prevetti
Cc: Robert Schultz
Subject: Agenda Item #10 -- pictures

Dear Laurel,

Please pass the attached photos of parcel 510-41-068 to the Town Council. These photos were taken very recently and accurately show the state of the parcel.

Phil Koen















From: [Kumre, Moe](#)
To: [Phil Koen](#)
Cc: [Matt Morley](#)
Subject: RE: PRC 4291
Date: Friday, January 13, 2017 2:33:50 PM

Mr. Koen

The weed abatement program states that any property that was declared voluntary compliant for three consecutive years is to be removed from the program.

This property has not been listed to have a failed inspection for over three years and has been removed from the program.

If you have any further question or concerns about this property please contact the Los Gatos Town Attorney.

Moe Kumre, Manager
Weed Abatement Program
County of Santa Clara
Consumer and Environmental Protection Agency
Office: 408-282-3123
Cell: 408-690-4195

From: Phil Koen [mailto:pkoen@monteropartners.com]
Sent: Friday, January 13, 2017 10:39 AM
To: Kumre, Moe <Moe.Kumre@cep.sccgov.org>
Subject: RE: PRC 4291

Hi Moe,

I just reviewed the list of parcels that you are recommending to be included in the Weed Abatement Program for this year. Parcel 510-41-068 has been dropped. Can you please provide an explanation for this given that this parcel is, and for a number of years, has never been in compliance with the Program.

I look forward to hearing from you.

Phil Koen

From: Kumre, Moe [mailto:Moe.Kumre@cep.sccgov.org]
Sent: Monday, October 3, 2016 9:47 AM
To: Phil Koen <pkoen@monteropartners.com>
Cc: Stefanie Hockemeyer <SHockemeyer@LosGatosCA.gov>
Subject: RE: PRC 4291

Mr. Koen

It was the determination of this department at the time of the inspection that most of the growth near the property boundaries is Live Ivy and other living brush. These types of plants are not considered flash fuels and would not have to be cut.

The area with the large fallen tree does not pose a significant fire hazard as it is also not a flash fuel. This is a wild property and a riparian zone. These conditions require special handling and may require permits and environmental review before any work could be done.

Any work performed on this property is open for a challenge by the property owner and we do not believe we could fully justify the charges and would be unable to collect the fee to cover the cost of the abatement.

Moe Kumre, Manager
Weed Abatement Program
County of Santa Clara
Consumer and Environmental Protection Agency
Office: 408-282-3123
Cell: 408-690-4195

From: Phil Koen [<mailto:pkoen@monteropartners.com>]
Sent: Monday, October 03, 2016 9:19 AM
To: Kumre, Moe <Moe.Kumre@cep.sccgov.org>
Subject: PRC 4291

Moe,

I greatly appreciate your help, but unfortunately the Town's response saying that upon review the County and the Town have not been able to identify additional abatement is unacceptable. This parcel is a fire hazard and doesn't comply with the Town's ordinance (see Chapter 11 Article 2) on weed abatement. The fact that this parcel is in the weed abatement program acknowledges this fact.

As you know having visited the parcel, there is a tremendous amount of dead trees, rubbish and dead vegetation on this parcel. Before I take this to the next level, I would very much appreciate a phone conversation with you so that I understand your position on this parcel. Frankly, it just doesn't make sense. I have been told a number of different stories, from the parcel is environmentally protected (which it isn't) to the parcel is too steep (which it isn't) to the parcel should only be cleared of weeds and not dead trees and rubbish (which is also incorrect based on the Town ordinance).

I have also attached a copy of a brochure published by El Dorado Hills which specifically outlines the steps required by this town to properly abate a vacant lot. I am sure that the weed abatement

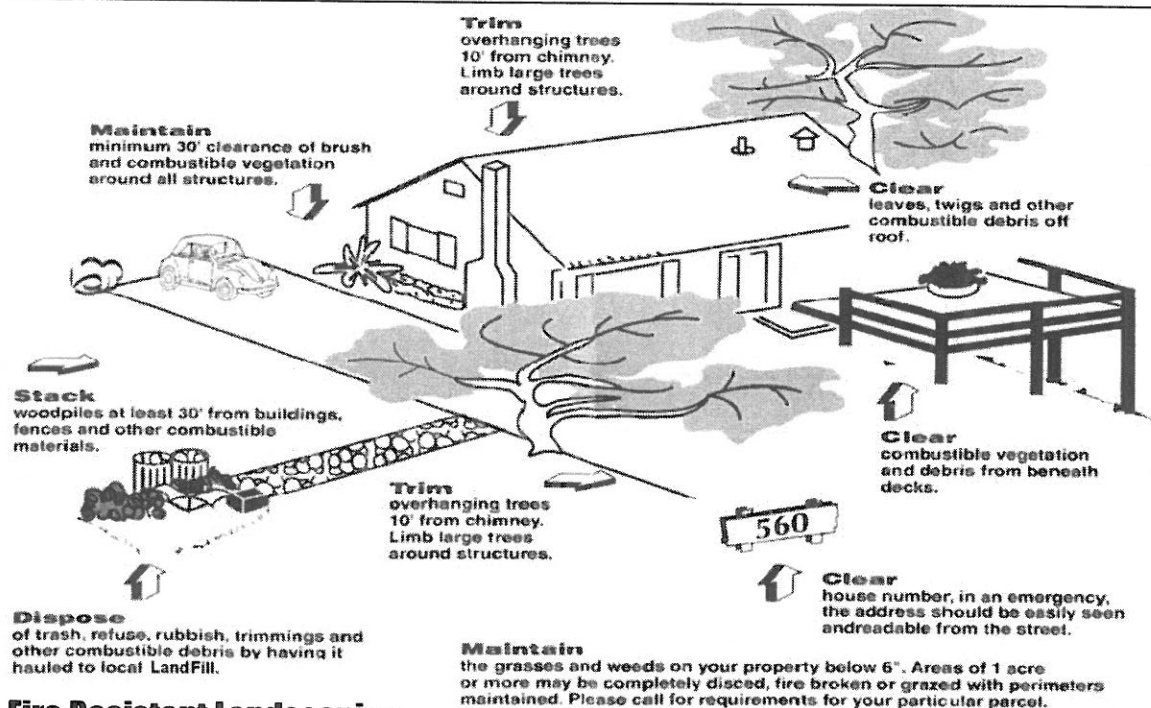
program for Santa Clara County contemplates following this same procedure in creating the proper fire defense zone. It is not clear to me that the Town's and county's reluctance to abate the parcel is because the lot is unimproved. Perhaps you can clarify this for me.

When would it be convenient to speak?

Phil

MINIMUM FIRE SAFETY STANDARDS

1. Vegetation must not exceed 6 inches in height any time after the compliance deadline.
2. Maintain grasses and weeds below six inches for ten feet horizontally on both sides of all roadways, including driveways and access routes.
3. Clear flammable vegetation a minimum of thirty feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100-foot clearance.
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| Trees: | Shrubs: | | Groundcover: | |
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| African Sumac | Bearberry | Escallonia | Aaron's Beard | Freeway Daisy |
| Brazilian Pepper | Carmel Creeper | Hopseed Bush | Australian Daisy | Ice Plant |
| California Pepper | Carolina Cherry | Italian Buckthorn | Candytuft | Ivy |
| | Catalina Cherry | Lemonade Berry | Capeweed | Morning Glory Bush |
| | | Texas Privet | | Rock rose |

Fire Safety Through Vegetation Management

Santa Clara County
Agricultural Commissioner's Office
Weed Abatement Program



1553 Berger Drive #1
San Jose, CA 95112
Phone: (408) 282-3145
Fax: (408) 286-2460

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Our Goal Is Voluntary Compliance

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- On properties where the MFSS have been met, but a fire hazard still exists, the Agricultural Commissioner's Office will send a letter to the owner specifying additional work that needs to be performed.
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- The Agricultural Commissioner's Office will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Agricultural Commissioner's Office.

Q. What is required of me now that I am on the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

More FAQ:

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time your property may be removed from the program.

Q. How much will this cost me?

A. There will be no cost to you if the Minimum Fire Safety Standards (MFSS) are met by the given deadline and maintained through the fire season by the County. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged a fee. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Should the parcel fail the initial inspection, the charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring to minimize volume of combustible material helps us to be more effective during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Government Code
Section 51182
LRA Requirements

51182.

(a) A person who owns, leases, controls, operates, or maintains any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or any land that is covered with flammable material, which area or land is within a **very high fire hazard severity zone designated by the local agency** pursuant to Section 51179, shall at all times do all of the following:

(1) Maintain around and adjacent to the occupied dwelling or occupied structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation or other combustible growth. This paragraph does not apply to single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to any dwelling or structure.

(2) Maintain around and adjacent to the occupied dwelling or occupied structure additional fire protection or firebreaks made by removing all brush, flammable vegetation, or combustible growth that is located within 100 feet from the occupied dwelling or occupied structure or to the property line, or at a greater distance if required by state law, or local ordinance, rule, or regulation. This section does not prevent an insurance company that insures an occupied dwelling or occupied structure from requiring the owner of the dwelling or structure to maintain a firebreak of more than 100 feet around the dwelling or structure if a hazardous condition warrants such a firebreak of a greater distance. Grass and other vegetation located more than 30 feet from the dwelling or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion. This paragraph does not apply to single specimens of trees or other vegetation that is well-pruned and maintained so as to effectively manage fuels and not form a means of rapidly transmitting fire from other nearby vegetation to a dwelling or structure.

(3) Remove that portion of any tree that extends within 10 feet of the outlet of any chimney or stovepipe.

(4) Maintain any tree adjacent to or overhanging any building free of dead or dying wood.

(5) Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth.

(6) Prior to constructing a new dwelling or structure that will be occupied or rebuilding an occupied dwelling or occupied structure damaged by a fire in that zone, the construction or rebuilding of which requires a building permit, the owner shall obtain a certification from the local building official that the dwelling or structure, as proposed to be built, complies with all applicable state and local building standards, including those described in subdivision (b) of Section 51189, and shall provide a copy of the certification, upon request, to the insurer providing course of construction insurance coverage for the building or structure. Upon

Government Code
Section 51182
LRA Requirements

completion of the construction or rebuilding, the owner shall obtain from the local building official, a copy of the final inspection report that demonstrates that the dwelling or structure was constructed in compliance with all applicable state and local building standards, including those described in subdivision (b) of Section 51189, and shall provide a copy of the report, upon request, to the property insurance carrier that insures the dwelling or structure.

(b) A person is not required under this section to maintain any clearing on any land if that person does not have the legal right to maintain the clearing, nor is any person required to enter upon or to damage property that is owned by any other person without the consent of the owner of the property.



MEETING DATE: 1/16/07
ITEM NO: 17

COUNCIL AGENDA REPORT

DATE: JANUARY 4, 2007
TO: MAYOR AND TOWN COUNCIL
FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PUBLIC HEARING - HAZARDOUS VEGETATION ABATEMENT (WEEDS)
ADOPT RESOLUTION ORDERING ABATEMENT OF HAZARDOUS
VEGETATION (WEEDS)

RECOMMENDATION:

1. Open and hold the public hearing.
2. Close the public hearing.
3. Adopt resolution ordering abatement of hazardous vegetation (weeds).

BACKGROUND:

The Council annually adopts a Hazardous Vegetation (Weed) Abatement Resolution in coordination with the County Agricultural Commissioner's Office. This program is regulated by the Health and Safety Code and has been in place for over 25 years. The purpose of this program is locating annual herbaceous vegetation, noxious weeds, and combustible debris for removal. The County Agricultural Commissioner's Office will conduct annual site reviews prior to the fire season and will maintain a listing of properties where removal has been identified.

On November 20, 2006, the Town Council passed a resolution declaring hazardous vegetation (weeds) a public nuisance and set January 16, 2007 as the date for public hearing. The required posting and publishing has been done. The property owners have also received a notice and guidelines from the County Agricultural Commissioner's Office dated December 6, 2006 to remove the hazardous vegetation from their property.

PREPARED BY: KEVIN ROHANI
Interim Director of Parks and Public Works

N:\B&E\COUNCIL REPORTS\weeds.public.hearing.1-16-07.doc

Reviewed by: PS Assistant Town Manager OK Town Attorney
____ Clerk Administrator ____ Finance ____ Community Development

PAGE 2

MAYOR AND TOWN COUNCIL

SUBJECT: PUBLIC HEARING - HAZARDOUS VEGETATION ABATEMENT (WEEDS)
JANUARY 4, 2007

DISCUSSION:

In addition to the Hazardous Vegetation Abatement Program, the County Fire Department created a Brush Abatement Program in 1995, after the Oakland Hills fire. In this program, properties are inspected in April and property owners receive abatement notices from this program also. This is a separate program from the County Agricultural Commissioner's Office. The focus of this program is the identification of perennial vegetation, brush, trees, and shrubs in designated high fire hazard areas. The report for the Brush Abatement program will be brought to the Council in May 2007.

The Hazardous Weed and Brush Abatement are two programs that are operated by the County to identify hazardous vegetation locations and to notify property owners about the possibility of fire hazards. The two County departments are effectively working together to coordinate these programs. The time table for the Brush Abatement Program is consistent with the generally accepted procedures throughout Santa Clara County as recommended by the County Agricultural Commissioner's Office.

CONCLUSION:

The Town annually declares hazardous vegetation (weeds) a nuisance due to fire danger and enters into a contract (along with other municipalities) with the County to abate the hazardous vegetation (weeds) not removed by property owners.

FISCAL IMPACT:

There is no fiscal impact.

Attachments:

1. Resolution overruling objections and ordering abatement (with Exhibit A - Notice of Public Hearing)
2. Letter to Property Owners (with attachments) prepared by the Office of the County Agricultural Commissioner

Distribution:

Greg Van Wassenhove, Agricultural Commissioner, County of Santa Clara, Department of Agriculture and Environmental Management, 1553 Berger Drive, Building #1, San Jose, CA 95112

Moe Kumre, Program Coordinator, Agricultural Commissioner, County of Santa Clara, Department of Agriculture and Environmental Management, 1553 Berger Drive, Building #1, San Jose, CA 95112

RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS OVERRULING OBJECTIONS AND ORDERING ABATEMENT OF HAZARDOUS VEGETATION (WEEDS) AS A PUBLIC NUISANCE

WHEREAS, on November 20, 2006, the Town Council of the Town of Los Gatos adopted Resolution 2006-118 entitled, "A RESOLUTION DECLARING HAZARDOUS VEGETATION (WEEDS) A PUBLIC NUISANCE AND PROVIDING FOR THEIR ABATEMENT," directing the giving of notice that hazardous vegetation (weeds) will be abated by the Town and the cost thereof made a lien upon the private properties from which they are removed if the owners thereof fail to do so, and establishing the January 16, 2007 meeting, as the time for a public hearing by the Town Council, during which all property owners having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) might be heard and given due consideration; and

WHEREAS, that the Director of Parks and Public Works of the Town of Los Gatos gave notice of the passage of said Resolution No. 2006-118 by causing copies of the NOTICE TO DESTROY WEEDS (Exhibit A) in the same form as annexed to said Resolution No. 2006-118 to be published in the Los Gatos Weekly Times, a newspaper of general circulation published in the Town of Los Gatos on December 13, 2006 and December 20, 2006 respectively, and causing said notice to be posted on December 6, 2006, in three (3) prominent places in the Town of Los Gatos; and

WHEREAS, pursuant to said resolution and notice, the Town Council conducted a public hearing this date with respect thereto, at which time all property owners having any objections to the proposed destruction or removal of such hazardous vegetation (weeds) were heard.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that all objections, if any, to the proposed destruction or removal of such hazardous vegetation (weeds) are hereby overruled, and the Director of Parks and Public Works, or his representative, is hereby ordered to abate such nuisance, or cause the same to be abated, by having the hazardous vegetation (weeds) referred to destroyed or removed by cutting, dicing, chemical spraying, or any other method which may hereafter be determined by the Town Council.

FINALLY RESOLVED, that the Director of Parks and Public Works of the Town of Los Gatos, or his authorized agent or representative, and the Clerk Administrator are directed to proceed with the matters set forth in Section 11.20.020 through Section 11.20.045 of the Los Gatos Town Code.

PASSED AND ADOPTED at a regular meeting of the Town Council held on the 16th day of January, 2007 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

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

TOWN OF LOS GATOS
OFFICE OF THE CLERK ADMINISTRATOR

**NOTICE OF PUBLIC HEARING
TO DESTROY WEEDS**

NOTICE IS HEREBY GIVEN that on November 20, 2006, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution (2006-118) declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such Code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall, within thirty (30) days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Public Works of the Town of Los Gatos, or the Director of Parks and Public Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed, and such cost will constitute a lien upon such lots or lands until paid; and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town, **at 110 East Main Street, TUESDAY, JANUARY 16, 2007, AT 7:00 P.M.** or as soon thereafter as the matter can be heard, when and where their objections will be heard and given due consideration.

**A COMPLETE RECORD OF THE ABOVE IS ON FILE IN THE OFFICE
OF THE CLERK ADMINISTRATOR**

/s/ Jackie Rose
CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS

PUB: December 13, 2006 and December 20, 2006

County of Santa Clara

Department of Agriculture and Environmental Management
Weed Abatement Division



1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460

December 6th, 2006

IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner,

Your jurisdiction, contracts with the County of Santa Clara to operate a Weed Abatement Program to protect your property and the area surrounding it from possible fire. The County is providing this information and notice packet to you as part of the Program. We encourage you to read the information carefully, and do not hesitate to call us for clarification or other information.

Your jurisdiction has or will adopt a resolution declaring your property as one that may contain potential fire hazards from weeds or other debris. In addition, your jurisdiction will be conducting a public hearing to consider an abatement order to require you to remove any hazardous vegetation or combustible debris. The public hearing will be held on the date and at the place stated in the attached notice to destroy weeds. The public hearing provides an opportunity for you to raise any objections to the requirement that you remove fire-hazardous vegetation/debris from your property prior to the deadline provided in the attached abatement schedule.

If the Weed Abatement Program is approved for your property during the public hearing, the County will be authorized by its contract with the cities, and by state law, to perform an inspection of your property to determine whether or not the property has been cleared of hazards according to Minimum Fire Safety Standards (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction. After the inspection, the County will order necessary abatement work, and have that work completed by a County contractor. The County will choose the least costly method of abatement considering the physical characteristics of your property and environmental concerns. Added to the cost of abatement is a County administrative fee. These fees are detailed in the attached price list. The total amount will be included as a special assessment on your property tax bill following confirmation of the charges by your jurisdiction. Notice of the date of that meeting will be posted at a location prescribed by your jurisdiction (typically at the Civic Center) at least three days prior to the meeting.

You can avoid all costs by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs through October.

In preparation for this program, please take the time to complete and return the enclosed Reply Form so that we understand your intentions regarding maintenance of your property. Unless you contact this office to indicate otherwise, you will have consented to the entry of authorized personnel on your property for inspection purposes and for any necessary abatement; and, in

the case of locked properties, you are consenting to county contractors accessing your property using whatever reasonable means are necessary.

If you designate in your reply that you intend to abate the weeds yourself, you are expected to complete the abatement before the deadline listed on the abatement schedule and maintain fire safe conditions for the duration of fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. County contractors will proceed to abate hazardous vegetation as necessary after the deadline for your jurisdiction.

Enclosed you will find the following information:

- ✓ A Reply Form specific to your property. Please complete and return promptly.
- ✓ A Notice to Destroy Weeds informing you of an upcoming public meeting that you must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property.
- ✓ A Weed Abatement Program Schedule for your city and a current County price list.
- ✓ A Brochure about the Santa Clara County Weed Abatement Program.

Please be aware that any abatement performed by the County contractor must be in compliance with all applicable environmental protection regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods of vegetation clearing may be regulated by specific laws or local ordinances.

If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property.

Our goal is voluntary compliance with the Minimum Fire Safety Standards, and it is our objective to ensure that all properties are safe from fire at all times during the year. If you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call the Santa Clara County Weed Abatement Program at (408) 282-3145.

Sincerely,



Greg Van Wassenhove
Agricultural Commissioner
County of Santa Clara

The Santa Clara County Weed Abatement Program

The Santa Clara County Department of Agriculture and Environmental Management and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

Program staff inspects parcels that have been included in the Program throughout the year. Work is ordered by program inspectors and completed by the County contractor on any parcel where such work is requested, or on parcels where the Minimum Fire Safety Standards (MFSS) have not been met at the time of the inspection. If the County contractor provides abatement services, the contractor's charges plus a County administrative fee is included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services. Be sure to note any specific conditions on your property such as new buildings, piping, irrigation, boundary and surveyor markers, crops and plantings so that we may avoid damage to your property.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program.
- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to initial abatement.
- On properties where the MFSS have been met, but a fire hazard still exists, the Agricultural Commissioner's Office will send a letter to the owner specifying additional work that needs to be performed.
- If this work is not done within ten days of the additional notice, the County contractor will perform the work.
- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Agricultural Commissioner's Office will place charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Agricultural Commissioner's Office.

Q. What is required of me now that I am on the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

More FAQ:

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See first two paragraphs of this brochure for further specifics.

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time your property may be removed from the program.

Q. How much will this cost me?

A. There will be no cost to you if the Minimum Fire Safety Standards (MFSS) are met by the given deadline and maintained through the fire season. If work is required by the County contractor you will be charged for the contractor's services plus a County administrative fee. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. If the County contractor performs abatement work on your property, the charges will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating hazards in the spring to minimize volume of combustible material helps us to be more effective during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have not been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

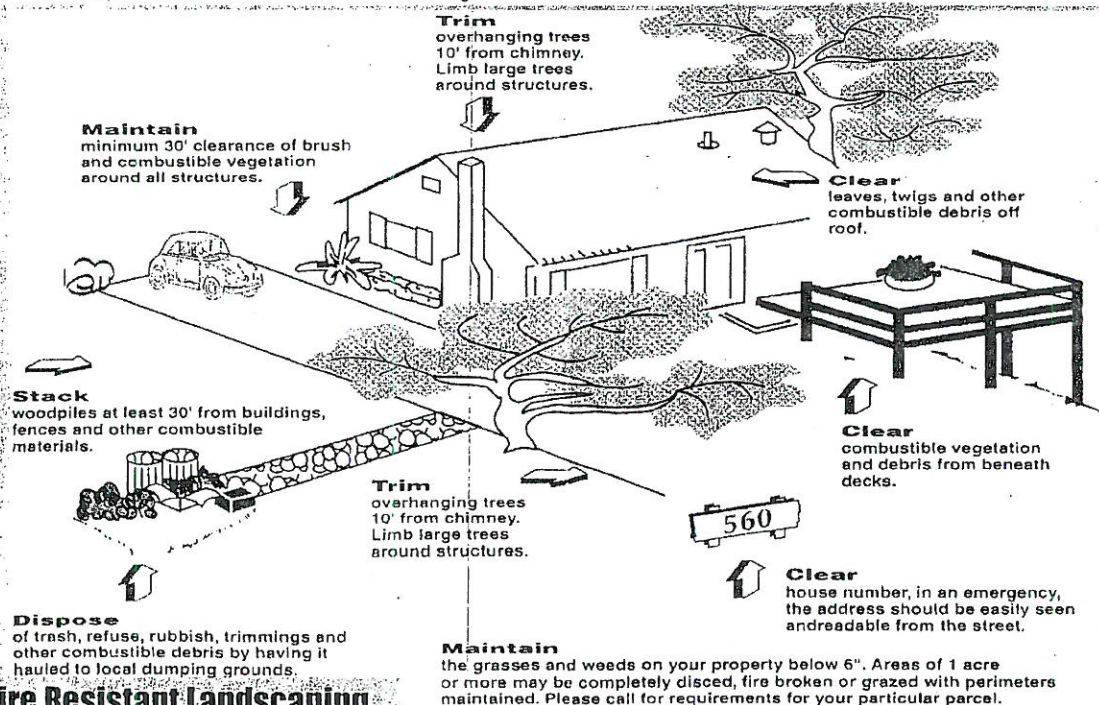
A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

MINIMUM FIRE SAFETY STANDARDS

1. Vegetation must not exceed 6 inches in height any time after the compliance deadline.
2. Maintain grasses and weeds below six inches for ten feet horizontally on both sides of all roadways, including driveways and access routes.
3. Clear flammable vegetation a minimum of thirty feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to 100ft of clearance.
4. Parcels up to one acre shall be completely abated. Parcels one to five acres require 30-foot clearance around structures and perimeter property lines. Additional 30-foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30-foot clearance around structures and perimeter property lines in addition to 30-foot cross breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least ten feet from chimney.
9. Clear leaves, pine needles and debris from roof and gutters.



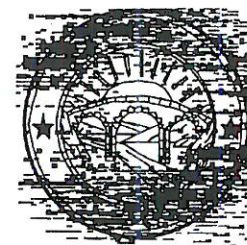
Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area.

| Trees: | Shrubs: | Escallonia | Groundcover: | Freeway Daisy |
|-------------------|-----------------|-------------------|------------------|--------------------|
| African Sumac | Bearberry | Hopsseed Bush | Aaron's Beard | Ice Plant |
| Brazilian Pepper | Carmel Creeper | Italian Buckthorn | Australian Daisy | Ivy |
| California Pepper | Carolina Cherry | Lemonade Berry | Candytuft | Morning Glory Bush |
| | Catalina Cherry | Texas Privet | Capeweed | Rock rose |

Fire Safety Through Vegetation Management

Santa Clara County
Agricultural Commissioner's Office
Weed Abatement Program



1553 Berger Drive #1
San Jose, CA 95112
Phone: (408) 282-3145
Fax: (408) 286-2460

2007 Return Reply Form

IMPORTANT: Please complete this form and mail back to the Agricultural Commissioner's Office no later than **JANUARY 15, 2007**. Thank you.

TRA:

Please check the box that
applies for each parcel
(see explanations below):

Parcel Number Site Address

A

B

C

☐☐☐

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **through the end of the fire season**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non-compliance will result in the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. Work may commence on or about March 1st, 2007.

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2006, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you.

Signature

Name (please print)

Date

()
Day time phone



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 11

DATE: NOVEMBER 22, 2016

TO: MAYOR AND TOWN COUNCIL

FROM: LAUREL PREVETTI, TOWN MANAGER

SUBJECT: CUT THROUGH TRAFFIC PROJECT 813-0229

- A. PROVIDE DIRECTION ON NEXT STEPS TO ADDRESS SUMMER CUT THROUGH TRAFFIC, INCLUDING DIRECTION FOR THE SUMMER OF 2017 AND POTENTIAL FUTURE CAPITAL PROJECTS.
- B. APPROVE A BUDGET ADJUSTMENT AND THE APPROPRIATION OF \$9,908 FROM THE TRAFFIC IMPACT MITIGATION FUND TO THE CUT THROUGH TRAFFIC PROJECT 813-0229.
- C. AUTHORIZE THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH W-TRANS FOR ENGINEERING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$66,000.

RECOMMENDATION:

1. Provide direction on next steps to address summer cut through traffic, including direction for the summer of 2017 and potential future capital projects.
2. Approve a budget adjustment and the appropriation of \$9,908 from the Traffic Impact Mitigation Fund to the Cut Through Traffic Project 813-0229.
3. Authorize the Town Manager to execute an Agreement with W-Trans for engineering consulting services in an amount not to exceed \$66,000.

BACKGROUND:

On June 7, 2016, the Council approved the temporary closure of South Santa Cruz Avenue at Wood Road from June 25 through July 10, 2016. On August 2, 2016 the Town Council directed staff to continue the closure through the Labor Day holiday and to continue traffic-related data collection. In addition, staff was directed to begin looking at long term options for mitigating summer cut through traffic.

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

DISCUSSION:

Traffic for the duration of the summer proved similar to the early weekends of the closure, with significant relief to the residential neighborhoods south of Highway 9 and a significant decrease in traffic in the downtown business area.

Traffic on other local streets demonstrated varied impacts. Streets such as Los Gatos Boulevard, Highway 9, and University and Santa Cruz Avenues continued to experience very impactful cut through traffic. On the worst of days, traffic impacts spilled over onto smaller residential streets, such as Magneson Loop off of Los Gatos Boulevard or Rose and Andrews Avenues off of Highway 9. These impacts resulted largely from mapping applications, which directed traffic to smaller residential streets to achieve incremental reductions in travel times.

This is a phenomenon that many jurisdictions throughout the Bay Area experience in conjunction with commute traffic. Staff anticipates these traffic patterns to continue. Resolving these challenges completely may not be feasible. Some minor relief may be possible through capital improvement projects, such as traffic signal upgrades that move the traffic more efficiently.

The pilot closures allowed staff to study and collect data on impacts in relation to the closure. A report from the Town's consultant, Traffic Patterns, and summarized data are included as Attachments 1 and 2.

Staff has ensured that Caltrans has been well informed through this pilot program as they must provide approval for any ongoing closure and Caltrans' continued support of the Town's interim activities is necessary¹. Some of the observations and hypotheses from the data collected through the summer include the following:

- Overall, there was a significant increase in traffic entering Los Gatos on Winchester and Los Gatos Boulevard at Lark Avenue in comparison with 2015 base data.
- On southbound Winchester Boulevard at Lark Avenue, a greater number of vehicles followed the signage towards Highway 17, demonstrating that information may be working.
- On southbound Los Gatos Boulevard at Lark Avenue, traffic continued the trend of going straight through and not heeding signage directing vehicles back to Highway 17. This materialized in measured and observed queues along Los Gatos Boulevard, especially south of Blossom Hill Road.
- Left turn movements on southbound Santa Cruz and University Avenues onto Highway 9 have experienced continued heavy traffic as vehicles use those routes to Highway 17.

¹ The Town has an agreement with the Santa Clara County Traffic Authority (the predecessor to the Valley Transportation Authority), that requires the Traffic Authority to provide an agreement with Caltrans to allow for the management of the South Santa Cruz onramp due to traffic conditions. There is no evidence that such an agreement with Caltrans was ever executed.

DISCUSSION (cont'd):

- Compared with July data, there were some increases in traffic entering the downtown from Highway 9, which may demonstrate increased access to the downtown in August through Labor Day.
- Traffic at Main Street and Santa Cruz Avenue showed vehicles headed towards parking areas. Combined with decreased numbers leaving the downtown at Highway 9, these data may point to visitors staying downtown.

The closure at Wood Road directly impacted the Caltrans onramp to Highway 17 and as a result, any permanent infrastructure or ongoing closure will require permits from Caltrans. Town staff has met with Caltrans to begin discussions on how to advance a future project. These steps outline that process:

1. The Town needs to develop a concept project to include conceptual plans and a feasibility study for the proposed work, including options for control of the Wood Road intersection. These would be submitted to Caltrans as preliminary documents for a permit.
2. Caltrans provides their reaction or input to the permit submittals. This is the first opportunity for the Town to get documented feedback on whether a project would be permitted by Caltrans.
3. Assuming a positive review, the Town would develop full plans and specifications for the project. Caltrans would continue to review the project and refine its input to the permit request.
4. Once the project scope is fully identified, staff can revise the project cost estimate and identify funding.
5. The project requires environmental review, including a traffic analysis prior to construction.
6. After the completion of environmental review and project approval, construction can begin.

The entire timeline for this process is two to three years. In order to assess the first task, staff engaged one of the Town's on call engineering consultants, W-Trans. On call engineering consultants are selected through a Request for Proposal (RFP) process to provide specialized services on an as needed basis. W-Trans specializes in roundabouts and has extensive local experience working with Caltrans, making them well qualified for this work. W-Trans estimates that the cost of steps one and two above is \$66,000. If the Council wishes to pursue this project through steps one and two, funding could be allocated from the remaining Cut Through Traffic Mitigation Capital Improvement Project (Project Number 813-0229) and through a supplement of \$9,908 from the Traffic Impact Mitigation Fund.

DISCUSSION (cont'd):

Previous Town efforts identified a roundabout in proximity to the current location as a gateway project for the Town. That plan, completed in 2003, estimated a project construction cost of \$500,000. With Consumer Price Index adjustments, that anticipated cost today would increase to \$650,000. Additional costs for project design and project delivery could add \$250,000 to the project cost. The overall project scope will significantly influence these costs. The Town will need to identify funding for this project if the Council decides to move forward with it. Funding sources may include Traffic Impact Mitigation funds, Town Capital Improvement Program (CIP) funds, and potential Transportation Initiative funding resulting from the November 2016 Measure B.

Given the projected timeline for this project, the Town may wish to consider other measures for implementation during upcoming summers:

Street Closure Events.

An event similar to the Spring into Green event held last year, may provide one option. This event required expenditures of approximately \$10,000. Partnerships with downtown businesses may provide an opportunity to lower these costs. A relocation to a section of Santa Cruz Avenue would help this type of event serve dual purposes. Similar events that provide “open streets” or convert parts of the street to pedestrian zones may also be effective. Staff suggests that closing North Santa Cruz Avenue from Main Street to Elm Street may be a worthwhile trial, pending coordination with local businesses.

A trial closure of Santa Cruz Avenue to support an event would identify any unanticipated impacts, including how traffic reroutes in reaction. Advanced planning would need to occur to avoid increased cut through in residential neighborhoods. If interest lies in this type of solution, staff would appreciate Council input on advancing this type of event alone or in conjunction with a closure at Wood Road.

Ongoing Closure at Wood Road

The Town may wish to consider ongoing summer closures similar to that from last summer, which will allow for continued data collection and analysis that may be necessary for the project. The temporary closure, data collection, and study costs over last summer totaled approximately \$160,000. This option is viable in support of a continued effort to install a permanent roundabout at Wood Road to facilitate ongoing closures, but not as a solution by itself.

If the Council would like to continue this option, staff will need advance funding for the period from the Memorial Day weekend through June 30 (11 closure days) and additional funding allocations

DISCUSSION (cont'd):

for next fiscal year beginning July 1 through Labor Day (21 closure days). Using expenditures from last year, the average daily cost is approximately \$9,000, which leads to a total estimated 2017 cost of \$288,000 (\$99,000 in FY 2016/17). Based on Council input, staff could present the request for these funds as a FY 2016/17 midyear budget adjustment and through the FY 2017/18 Capital Budget program.

Capital Projects

Town staff previously identified capital projects, including signal modifications, lane changes, and signage to help alleviate traffic beyond the downtown. Staff will provide recommendations for these projects for Council consideration through scheduled Council Priority Setting Study Session in January and through the FY 2017-18 Capital Budget Program. Attachment 1 provides near term and long term options for capital improvements. Council input on the projects could guide staff in preparation for further review.

CONCLUSION:

The closure of South Santa Cruz Avenue has had a significant impact on traffic in the downtown. On the positive side, traffic flows have been normalized and congestion within the downtown is minimized. The solution continues to create a barrier to the downtown at and approaching Highway 9, making it difficult to enter the downtown area. Additionally, the solution does not provide relief to the areas of Town north of Highway 9.

It is requested that the Town Council:

1. Provide direction on next steps to address summer cut through traffic, including direction for the summer of 2017 and potential future capital projects.
2. Approve a budget adjustment and the appropriation of \$9,908 from the Traffic Impact Mitigation Fund to the Cut Through Traffic Project 813-0229.
3. Authorize the Town Manager to execute an Agreement with W-Trans for engineering consulting services in an amount not to exceed \$66,000.

COORDINATION:

This report has been coordinated with the Finance Department and the Town Attorney.

FISCAL IMPACT:

| CUT-THROUGH TRAFFIC MITIGATION | | | | | | | |
|--|------------------|--|-------------------|------------------|-----------------|------------------|------------------|
| Project 813-0229 | | | | | | | |
| | Original | | Expended/ | | Recommended | Total | Proposed |
| | Budget | | Encumbered | Available | Budget | Recommended | Project |
| Fiscal Impact | Funding | | To Date | Balance | Adjustment | Budget | Cost |
| Cut-Through Traffic Mitigation Project 471-813-0229 | \$ 215,000 | | \$ 158,908 | \$ 56,092 | \$ 9,908 | \$ 66,000 | \$ 66,000 |
| TOTALS | \$215,000 | | \$ 158,908 | \$ 56,092 | \$ 9,908 | \$ 66,000 | \$ 66,000 |
| TOTAL EXPENDITURES BY CATEGORY: | | | | | | | |
| Consultation Services | | | \$ 86,008 | | | | |
| Supplies & Equipment | | | \$ 72,900 | | | | |
| TOTALS | | | \$ 158,908 | | | | |

In addition, through the priority setting in early 2017, the Town Council may identify projects or studies that require additional funding to continue efforts associated with this item.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Highway 17 On-Ramp Extended Closure Observations
2. Traffic Volume Data Comparison

TRAFFIC PATTERNS



November 1, 2016

Matt Morley
Town of Los Gatos
41 Miles Avenue
Los Gatos, CA 95032

Subject: Downtown Los Gatos – Santa Cruz Avenue
Highway 17 On-Ramp Extended Closure Observations

Introduction

The Town of Los Gatos closed the Santa Cruz Avenue on-ramp to Highway 17 Southbound through the Summer to collect data regarding traffic pattern changes from June 25th to July 17th. At the July 26th Town Council directed for an Extended Closure through the remainder of Summer to the weekend of September 3rd. This Tech Memo documents additional field and traffic data observations and findings through the Extended Closure.

Background

The Town of Los Gatos initiated an extensive traffic data collection process in the Summer of 2015 aimed at establishing baselines for the development of alternatives to help reduce Highway Cut Through traffic from Highway 17 through the Town. Traffic Patterns participated in the initial 2015 study and developed a series of improvement options, see Exhibit A for List of 2015 Improvement Options. The improvement options ranged from simple roadway marking and signage improvements to changeable message sign improvements both on the highway system and on local streets. Those improvements already completed are highlighted in Exhibit A.

This past Summer 2016 the Town closed the Santa Cruz Avenue on-ramp to Highway 17 southbound to allow for additional data collection and comparison to the 2015 baseline conditions. The Summer 2016 closure included an initial Test Closure between during June 25th to July 17th and an Extended Closure from August 6th through September 4th. Findings from the Test Closure were presented to the Los Gatos Town Council on July 26th and included an extensive data comparison between 2015 and 2016. This report focuses on field observations and data comparisons during the Extended Closure period. Data from the Test Closure helped advise the decision to continue with the Extended Closure for additional data comparison.

Analysis

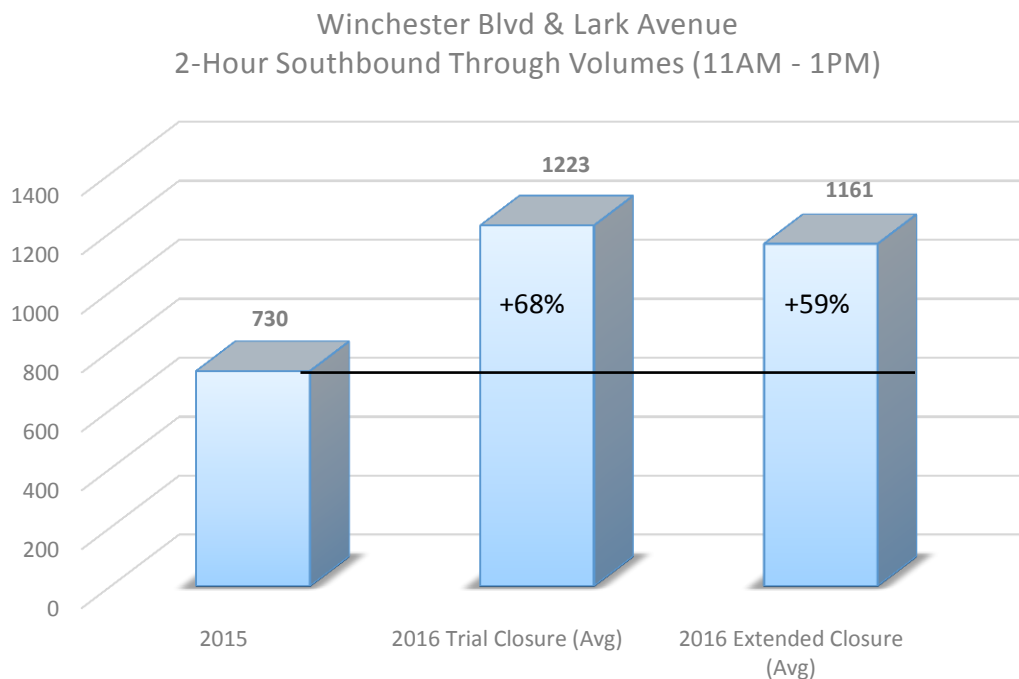
Data Collection

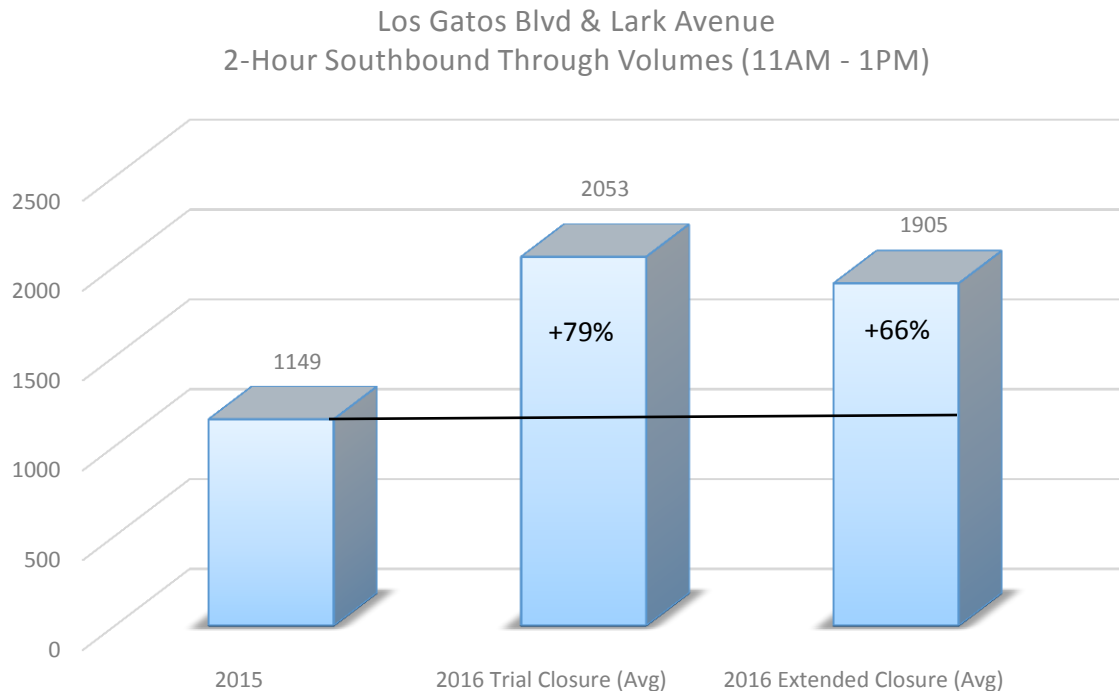
Traffic data collection through the Extended Closure period focused on Turning Movement Count data between the hours of 9:00 AM to 3:00 PM for each weekend day. Image sensors were used to store buffered video that were later processed off-site to help count the number of vehicles turning left, proceeding straight, or turning right at each approach of every intersection. Pedestrian and bicycle count data for each count period were also collected. The analysis within this section focuses on vehicle data findings only. The pedestrian and bicycle count data can be used for future data comparison and other projects such as the active Bicycle & Pedestrian Transportation Plan.

The following data comparison focuses on how advanced warning signage influenced motorist behavior at key decision areas that impact traffic patterns within the Town such as along Lark Avenue, Blossom Hill Road, Highway 9, and in the Downtown Business District. The data comparison also focuses on the 2-hour period between 11:00 AM and 1:00 PM when traffic volumes on Highway 17 are at their peak.

North Los Gatos

Advanced warning signage advising motorists about the Santa Cruz Av Downtown Ramp closure was installed north of Lark Avenue on Winchester Boulevard and Los Gatos Boulevard. The signage advised encouraged the use of Lark Avenue to access Highway 17 Southbound. On Winchester Boulevard one of the two southbound through lanes was also closed to visually discourage cut-through traffic from proceeding towards Downtown.





Vehicle volumes proceeding towards Downtown on Winchester Boulevard from Los Gatos Boulevard was higher in 2016 compared to the 2015 baseline data. The significantly higher volumes tend to indicate an increase in regional traffic volumes but the 2015 baseline data represents only one weekend in mid-June while the Trial and Extended Closure volumes represent July and August volumes over multiple weekends. Through the Extended Closure period volumes showed a continued downward trend possibly indicating that the advanced warning signage messages and public messaging regarding the closure was starting to change motorist behavior.

The southbound left turn volumes at Winchester Boulevard & Lark Avenue during the Extended Closure showed an average 60% increase compared to 2015 baseline data. The increase also indicates that the advanced warning signage was having a positive effect and further strengthens the need for better dynamic signage to advise motorists regarding traffic conditions to more quickly direct traffic towards Highway 17 as north as possible in the Town.

Blossom Hill Road

Traffic data collection along Blossom Hill Road through the Extended Closure period focused on field observations, no turning movement data in along Blossom Hill Road intersections was collected. The following bulleted list summarizes observations noted by Traffic Patterns during the Trial Closure and first week of the Extended Closure Period:

Blossom Hill Road & Santa Cruz Avenue

- Queues from Highway 9 extend to and North of Blossom Hill Road resulting in reduced travel times along the Santa Cruz Avenue Corridor

Blossom Hill Road & University Avenue

- Westbound left turn queues can extend to the Vasona Park Main Entry
- Queues from Highway 9 during the noon hour peak period extended north of Blossom Hill Road
- Queues at Blossom Hill & University Avenue resulted in more traffic along Roberts Road, a traffic pattern not noted in 2015, this may be a result of mobile app traffic diversion

Blossom Hill Road & Los Gatos Boulevard

- Queues on Los Gatos Boulevard from Nino Avenue extended to Blossom Hill Road
- Visual increases in southbound right turn increases from Los Gatos Boulevard onto Blossom Hill Road were noted and consistent with queue increases at Blossom Hill Road & University and along Roberts Road

Highway 9

Along Highway 9 traffic data collection was focused at the Santa Cruz Avenue, University Avenue, and Los Gatos Boulevard intersections. At Santa Cruz Avenue, an average 58% increase in southbound left turns was noted with increases highest in the later weekends of the Extended Closure. This increase is a positive trend noting that motorists were aware of the on-ramp closure in Downtown and were using Highway 9 as a last effort to get towards Highway 17 Southbound. Continuing straight on Santa Cruz Avenue towards Downtown, traffic volumes were only 6% lower compared to the 2015 baseline data noting only a minor decrease in likely Downtown destination traffic; this can be viewed as a positive measure to Downtown business.

At University Avenue, the Highway 9 Eastbound traffic volumes show a 20% increase in the later weekends of the Extended Closure noting the increase in traffic towards the Highway 17 ramps.

Although the increases in traffic volumes towards Highway 9 at both Santa Cruz Avenue and University are a positive trend in diverting traffic towards the Highway 9/Highway 17 ramps, the lower volumes note the need for infrastructure improvements to better facilitate traffic movements and reduce queue lengths north of Highway 9. Past project recommendations by Traffic Patterns continue to remain strong considerations including a Double Southbound Left Turn at Santa Cruz Avenue, improved traffic signal coordination along Highway 9, and on-ramp widening improvements at the Highway 9 & Highway 17 Southbound On-Ramp.

To: Matt Morley
Subject: Downtown Los Gatos – Santa Cruz Avenue, Highway 17 On-Ramp Extended Closure
Date: November 1, 2016
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At Highway 9 & Los Gatos Boulevard southbound through volumes towards Downtown were down an average 21% through the Extended Closure while the southbound right turn volumes towards the Highway 9 & Highway 17 ramps showed an increase of 14%. The southbound right turn movement is lower than anticipated but is also consistent with lower volumes trends in the later months; the first weekend of the Extended Closure the percent increase in southbound right turn movements was 27% while in the last weekend of the closure it was only 5% lower.

Downtown Los Gatos Business District

Data collection and analysis in the Downtown Business District focused on the Main Street & Santa Cruz Avenue and Main Street & University Avenue intersections. Both locations show a significant reduction in traffic from the Los Gatos Boulevard direction, average westbound through volume reduction at University Avenue of 26% consistent with lower volumes from the Highway 9 & Los Gatos Boulevard intersections.

Queues along both Santa Cruz Avenue and University Avenue were also noted as significantly reduced or gone all together. The removal of traffic queues gave the Downtown Core area between Main Street and Bean Avenue a more comfortable walking experience. On-street parking in this area was noted as always fully parked during the 2-hour peak period observations with on-street parking demand nearly fully occupied north towards Bachman Avenue. Once Downtown traffic past Highway 9, moving through and parking in the Downtown was noted as significantly easier.

Findings & Recommendations

The Extended Closure of the Santa Cruz Avenue On-Ramp to Highway 17 Southbound showed a continued trend in use of the Lark Avenue and Highway 9 ramps, a positive trend in reducing cut-through traffic in the Town. The ramp closure remains a labor-intensive process, Traffic Patterns recommends studying alternatives to reconfigure the Santa Cruz Avenue & Wood Road intersection into a traditional round-about configuration to simplify the on-ramp closure process if the Town chooses to pursue more recurring closure alternatives. Infrastructure improvements in conjunction with active traffic signal system upgrades planned around the Town such as dynamic changeable message signs will also help to reduce the on-going operations cost of the ramp closure.

EXHIBIT A
2015 Cut-Through Highway Traffic Study Recommendations

| No. | Term | Brief Description |
|-----|--|---|
| 1 | Near-Term | Use Southbound Hwy 85 Changeable Message Sign (CMS) at Pollard Rd to advise motorists to stay on Hwy 85 towards Hwy 17 |
| 2 | Near-Term | Install Freeway Travel Time equipment along both Highway 85 and Highway 17 to City of Santa Cruz to feed into CMS's |
| 3 | Long-Term | Install Cantilever CMS on Northbound Highway 85 between Bascom Avenue and Union Avenue exits |
| 4 | <i>NOT CONSIDERED IN 2016 FOR COST</i> | <i>Obtain Caltrans Encroachment Permit to install Portable CMS's along freeways</i> |
| 5 | <i>COMPLETE</i> | <i>Install static freeway guide signs along Winchester Blvd and Los Gatos Blvd at Lark Avenue to guide motorists towards freeway on-ramps at Lark Avenue and Highway 9</i> |
| 6 | Immediate | Supplement new static freeway guide signs along Winchester Blvd and Los Gatos Blvd with "Highway Pavement Markers" to better delineate freeway on-ramp routes |
| 7 | Immediate | Initiate study for Lark Avenue improvements from Winchester Blvd to Hwy Southbound Ramps |
| 8 | Long-Term | Install Blank-Out No Right Turn signs at Highway 9 & Massol Avenue and Highway 9 & Tait Avenue to restrict eastbound right turn movements into the Almond Grove neighborhood. |
| 9 | Long Study | Study "Relinquishment" of Highway 9 from Caltrans to Town of Los Gatos and implement seasonal LEFT TURN ONLY restrictions for Southbound Santa Cruz Avenue traffic at Highway 9 |
| 10 | Immediate | Manage traffic signal timing along Los Gatos Blvd between Blossom Hill Road and Highway 9 |
| 11 | <i>COMPLETE</i> | <i>Study Signage & Striping at Los Gatos Blvd & Highway 9 to better highlight Highway 17 on-ramps</i> |
| 12 | Near-Term | Modify traffic signals along Main Street between Santa Cruz Avenue and University Avenue to eliminate conflicting movements that impact roadway efficiency |
| 13 | Long-Term | Initiate Complete Street Study to identify community-preferred improvements to promote connectivity while simultaneously deterring cut-through traffic |

EXHIBIT B
2016 Trial Closure Traffic Study Recommendations

| No. | Term | Brief Description |
|-----|-----------|---|
| 1 | Near-Term | Install Dynamic – Advanced Warning Message signs along Winchester Boulevard and Los Gatos Boulevard north of Lark Avenue |
| 2 | Near-Term | Coordinate with Caltrans to implement Traffic Signal Timing Improvements along Highway 9 |
| 3 | Long-Term | Widen the Highway 17 Southbound On-Ramp at Highway 9 to help reduce Highway 9 queues |
| 4 | Long-Term | Study the Winchester Boulevard & Lark Avenue intersection for Round-about Improvements |
| 5 | Near-Term | Extend two Southbound Los Gatos Boulevard lanes south of Nino Avenue for capacity improvements |
| 6 | Near-Term | Install Bluetooth Travel Time traffic data collection equipment as part of traffic signal upgrades around the Town to help gather travel time information and reduce data collection costs. |
| 7 | Long-Term | Work with Caltrans to study a Semi-Permanent closure of the Santa Cruz Avenue – Highway 17 Southbound On-Ramp during weekends all summer long. |
| 8 | Near-Term | Develop permanent partnership and press release tools to notify mobile app developers such as Google and Apple regarding planned ramp closure in Town. |
| 9 | Long-Term | Work with Caltrans to study alternative configurations of the Santa Cruz Avenue & Highway 9 intersection to allow for a southbound double left turn configuration during closure periods. |
| 10 | Near-Term | Work with Caltrans to make Almost Grove Resident Access Presentation permanent during weekends including closure at Massol Avenue and Tait Avenue. |
| 11 | Near-Term | Develop an Economic Development Plan to increase Downtown business activity during closure periods. |

Highway 9 Los Gatos Boulevard
Traffic Volume Data Comparison 2015 vs 2016 Closure

2015 Traffic Data

Saturday, August 08, 2015

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 101 | 179 | 78 | 70 | - | 79 | - | 22 | - | - | - |
| 11:15 AM | - | 77 | 158 | 78 | 60 | - | 58 | - | 15 | - | - | - |
| 11:30 AM | - | 103 | 172 | 65 | 65 | - | 78 | - | 24 | - | - | - |
| 11:45 AM | - | 110 | 138 | 78 | 52 | - | 55 | - | 16 | - | - | - |
| 12:00 PM | - | 110 | 168 | 83 | 66 | - | 73 | - | 20 | - | - | - |
| 12:15 PM | - | 94 | 166 | 89 | 58 | - | 61 | - | 27 | - | - | - |
| 12:30 PM | - | 104 | 166 | 98 | 69 | - | 70 | - | 25 | - | - | - |
| 12:45 PM | - | 114 | 148 | 59 | 71 | - | 95 | - | 34 | - | - | - |
| Totals: | - | 813 | 1295 | 628 | 511 | - | 569 | - | 183 | - | - | - |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 73 | 203 | 90 | 63 | - | 47 | - | 24 | - | - | - |
| 11:15 AM | - | 81 | 202 | 77 | 58 | - | 46 | - | 10 | - | - | - |
| 11:30 AM | - | 84 | 193 | 94 | 78 | - | 34 | - | 23 | - | - | - |
| 11:45 AM | - | 59 | 159 | 92 | 71 | - | 49 | - | 15 | - | - | - |
| 12:00 PM | - | 110 | 152 | 85 | 51 | - | 43 | - | 15 | - | - | - |
| 12:15 PM | - | 91 | 133 | 106 | 79 | - | 48 | - | 19 | - | - | - |
| 12:30 PM | - | 85 | 202 | 111 | 75 | - | 47 | - | 10 | - | - | - |
| 12:45 PM | - | 67 | 178 | 98 | 69 | - | 48 | - | 9 | - | - | - |
| Totals: | - | 650 | 1422 | 753 | 544 | - | 362 | - | 125 | - | - | - |

| | | | | | | | | | | | | |
|-------------------|---|------|-----|-----|----|---|------|---|------|---|---|---|
| % Change to 2015: | - | -20% | 10% | 20% | 6% | - | -36% | - | -32% | - | - | - |
|-------------------|---|------|-----|-----|----|---|------|---|------|---|---|---|

Highway 9 Los Gatos Boulevard
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Weekend Closure 2

Saturday, July 02, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 88 | 183 | 65 | 56 | - | 46 | - | 23 | - | - | - |
| 11:15 AM | - | 79 | 196 | 54 | 42 | - | 39 | - | 12 | - | - | - |
| 11:30 AM | - | 47 | 220 | 53 | 54 | - | 53 | - | 26 | - | - | - |
| 11:45 AM | - | 78 | 206 | 51 | 49 | - | 49 | - | 18 | - | - | - |
| 12:00 PM | - | 90 | 200 | 55 | 57 | - | 58 | - | 10 | - | - | - |
| 12:15 PM | - | 80 | 208 | 63 | 44 | - | 40 | - | 18 | - | - | - |
| 12:30 PM | - | 67 | 226 | 56 | 59 | - | 51 | - | 13 | - | - | - |
| 12:45 PM | - | 90 | 193 | 59 | 62 | - | 44 | - | 12 | - | - | - |
| Totals: | - | 619 | 1632 | 456 | 423 | - | 380 | - | 132 | - | - | - |

| | | | | | | | | | | | | |
|-------------------|---|------|-----|------|------|---|------|---|------|---|---|---|
| % Change to 2015: | - | -24% | 26% | -27% | -17% | - | -33% | - | -28% | - | - | - |
|-------------------|---|------|-----|------|------|---|------|---|------|---|---|---|

2016 Traffic Data - Extended Weekend Closure 1

Saturday, August 06, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 63 | 185 | 57 | 79 | - | 54 | - | 16 | - | - | - |
| 11:15 AM | - | 61 | 187 | 76 | 72 | - | 67 | - | 12 | - | - | - |
| 11:30 AM | - | 74 | 198 | 62 | 59 | - | 45 | - | 14 | - | - | - |
| 11:45 AM | - | 92 | 170 | 57 | 53 | - | 47 | - | 20 | - | - | - |
| 12:00 PM | - | 75 | 189 | 83 | 69 | - | 41 | - | 23 | - | - | - |
| 12:15 PM | - | 83 | 178 | 94 | 86 | - | 59 | - | 19 | - | - | - |
| 12:30 PM | - | 91 | 173 | 74 | 81 | - | 34 | - | 18 | - | - | - |
| 12:45 PM | - | 78 | 190 | 76 | 48 | - | 39 | - | 17 | - | - | - |
| Totals: | - | 617 | 1470 | 579 | 547 | - | 386 | - | 139 | - | - | - |

| | | | | | | | | | | | | |
|-------------------|---|------|-----|-----|----|---|------|---|------|---|---|---|
| % Change to 2015: | - | -24% | 14% | -8% | 7% | - | -32% | - | -24% | - | - | - |
|-------------------|---|------|-----|-----|----|---|------|---|------|---|---|---|

Highway 9 Los Gatos Boulevard
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 73 | 168 | 84 | 55 | - | 56 | - | 37 | - | - | - |
| 11:15 AM | - | 107 | 164 | 70 | 59 | - | 42 | - | 21 | - | - | - |
| 11:30 AM | - | 106 | 173 | 55 | 69 | - | 54 | - | 20 | - | - | - |
| 11:45 AM | - | 84 | 189 | 88 | 83 | - | 50 | - | 14 | - | - | - |
| 12:00 PM | - | 63 | 240 | 69 | 69 | - | 40 | - | 20 | - | - | - |
| 12:15 PM | - | 68 | 191 | 59 | 74 | - | 63 | - | 22 | - | - | - |
| 12:30 PM | - | 56 | 177 | 79 | 86 | - | 60 | - | 23 | - | - | - |
| 12:45 PM | - | 102 | 158 | 99 | 92 | - | 44 | - | 19 | - | - | - |
| Totals: | - | 659 | 1460 | 603 | 587 | - | 409 | - | 176 | - | - | - |

| | | | | | | | | | | | | |
|-------------------|---|------|-----|-----|-----|---|------|---|-----|---|---|---|
| % Change to 2015: | - | -19% | 13% | -4% | 15% | - | -28% | - | -4% | - | - | - |
|-------------------|---|------|-----|-----|-----|---|------|---|-----|---|---|---|

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|----------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 64 | 175 | 94 | 73 | - | 54 | - | 18 | - | - | - |
| 11:15 AM | - | 78 | 181 | 60 | 63 | - | 64 | - | 15 | - | - | - |
| 11:30 AM | - | 103 | 166 | 64 | 58 | - | 66 | - | 29 | - | - | - |
| 11:45 AM | - | 63 | 192 | 67 | 55 | - | 67 | - | 15 | - | - | - |
| 12:00 PM | - | 92 | 173 | 56 | 65 | - | 83 | - | 24 | - | - | - |
| 12:15 PM | - | 87 | 168 | 68 | 57 | - | 51 | - | 24 | - | - | - |
| 12:30 PM | - | 94 | 164 | 73 | 92 | - | 61 | - | 32 | - | - | - |
| 12:45 PM | - | 100 | 135 | 89 | 77 | - | 59 | - | 30 | - | - | - |
| Totals: | - | 681 | 1354 | 571 | 540 | - | 505 | - | 187 | - | - | - |

| | | | | | | | | | | | | |
|-------------------|---|------|----|-----|----|---|------|---|----|---|---|---|
| % Change to 2015: | - | -16% | 5% | -9% | 6% | - | -11% | - | 2% | - | - | - |
|-------------------|---|------|----|-----|----|---|------|---|----|---|---|---|

Highway 9 Los Gatos Boulevard
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Extended Weekend Closure 4
Saturday, August 27, 2016

| | Los Gatos Boulevard (South) | | | Los Gatos Boulevard (North) | | | Highway 9 (East) | | | Highway 9 (West) | | |
|-------------------|-----------------------------|------|------------|-----------------------------|------|------------|------------------|------|------------|------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 98 | 142 | 97 | 66 | - | 69 | - | 32 | - | - | - |
| 11:15 AM | - | 94 | 135 | 83 | 69 | - | 65 | - | 28 | - | - | - |
| 11:30 AM | - | 91 | 154 | 90 | 59 | - | 52 | - | 24 | - | - | - |
| 11:45 AM | - | 103 | 159 | 78 | 81 | - | 73 | - | 24 | - | - | - |
| 12:00 PM | - | 86 | 166 | 103 | 85 | - | 43 | - | 21 | - | - | - |
| 12:15 PM | - | 74 | 182 | 109 | 75 | - | 63 | - | 24 | - | - | - |
| 12:30 PM | - | 96 | 170 | 76 | 55 | - | 61 | - | 50 | - | - | - |
| 12:45 PM | - | 79 | 192 | 67 | 68 | - | 68 | - | 22 | - | - | - |
| Totals: | - | 721 | 1300 | 703 | 558 | - | 494 | - | 225 | - | - | - |
| % Change to 2015: | - | -11% | 0% | 12% | 9% | - | -13% | - | 23% | - | - | - |

Data Observations:

- Consistent lower volumes compared to 2015 Base Line data so less motorists cutting through to Downtown, advance warning signage is working
- Southbound right turn volumes higher in first two weeks noting increase in cut through traffic still but consistent drop in through volumes towards downtown

Main Street Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

Pre-Closure

Sunday, June 19, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|----------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 23 | 46 | 14 | 4 | 43 | 21 | 10 | 10 | 6 | 42 | 20 | 22 |
| 11:15 AM | 16 | 38 | 9 | 8 | 26 | 43 | 9 | 17 | 11 | 35 | 15 | 22 |
| 11:30 AM | 24 | 42 | 15 | 8 | 35 | 27 | 6 | 16 | 8 | 45 | 22 | 17 |
| 11:45 AM | 21 | 38 | 11 | 9 | 34 | 26 | 7 | 12 | 9 | 41 | 17 | 27 |
| 12:00 PM | 13 | 40 | 16 | 4 | 28 | 16 | 18 | 24 | 7 | 34 | 13 | 29 |
| 12:15 PM | 19 | 44 | 17 | 3 | 37 | 15 | 13 | 14 | 8 | 35 | 27 | 22 |
| 12:30 PM | 24 | 41 | 12 | 8 | 35 | 24 | 9 | 13 | 6 | 32 | 13 | 22 |
| 12:45 PM | 18 | 34 | 9 | 7 | 34 | 25 | 15 | 21 | 7 | 37 | 20 | 30 |
| Totals: | 158 | 323 | 103 | 51 | 272 | 197 | 87 | 127 | 62 | 301 | 147 | 191 |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|----------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 11 | 25 | 4 | 4 | 56 | 79 | 11 | 5 | 20 | 35 | 16 | 21 |
| 11:15 AM | 14 | 38 | 11 | 5 | 61 | 91 | 10 | 20 | 31 | 28 | 10 | 20 |
| 11:30 AM | 13 | 15 | 6 | 8 | 46 | 91 | 24 | 22 | 17 | 40 | 10 | 15 |
| 11:45 AM | 5 | 15 | 2 | 11 | 69 | 93 | 10 | 9 | 24 | 29 | 11 | 10 |
| 12:00 PM | 8 | 13 | 3 | 6 | 70 | 89 | 10 | 19 | 25 | 30 | 6 | 12 |
| 12:15 PM | 7 | 13 | 5 | 7 | 58 | 79 | 3 | 13 | 33 | 26 | 8 | 8 |
| 12:30 PM | 16 | 14 | 1 | 14 | 36 | 92 | 9 | 21 | 11 | 20 | 13 | 9 |
| 12:45 PM | 18 | 22 | 5 | 18 | 44 | 112 | 14 | 20 | 15 | 28 | 25 | 16 |
| Totals: | 92 | 155 | 37 | 73 | 440 | 726 | 91 | 129 | 176 | 236 | 99 | 111 |

| | | | | | | | | | | | | |
|--------------------------|------|------|------|-----|-----|------|----|----|------|------|------|------|
| % Change to Pre-Closure: | -42% | -52% | -64% | 43% | 62% | 269% | 5% | 2% | 184% | -22% | -33% | -42% |
|--------------------------|------|------|------|-----|-----|------|----|----|------|------|------|------|

Main Street Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Weekend Closure 2
Saturday, July 02, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|--------------------------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 31 | 17 | 11 | 4 | 49 | 33 | 10 | 15 | 5 | 14 | 9 | 25 |
| 11:15 AM | 31 | 10 | 13 | 7 | 50 | 48 | 17 | 8 | 11 | 22 | 7 | 23 |
| 11:30 AM | 32 | 20 | 15 | 6 | 60 | 35 | 17 | 12 | 6 | 8 | 9 | 28 |
| 11:45 AM | 30 | 23 | 10 | 4 | 40 | 37 | 11 | 21 | 6 | 13 | 12 | 25 |
| 12:00 PM | 22 | 15 | 7 | 5 | 37 | 46 | 13 | 21 | 5 | 20 | 14 | 24 |
| 12:15 PM | 35 | 20 | 9 | 9 | 35 | 47 | 17 | 21 | 9 | 12 | 15 | 26 |
| 12:30 PM | 28 | 18 | 16 | 2 | 31 | 42 | 14 | 28 | 7 | 18 | 18 | 28 |
| 12:45 PM | 36 | 17 | 15 | 9 | 35 | 43 | 16 | 24 | 3 | 10 | 11 | 32 |
| Totals: | 245 | 140 | 96 | 46 | 337 | 331 | 115 | 150 | 52 | 117 | 95 | 211 |
| % Change to Pre-Closure: | 55% | -57% | -7% | -10% | 24% | 68% | 32% | 18% | -16% | -61% | -35% | 10% |

2016 Traffic Data - Extended Weekend Closure 1
Saturday, August 06, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|--------------------------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 40 | 34 | 13 | 7 | 53 | 72 | 10 | 11 | 2 | 25 | 12 | 30 |
| 11:15 AM | 36 | 40 | 17 | 5 | 54 | 66 | 16 | 12 | 2 | 15 | 13 | 22 |
| 11:30 AM | 31 | 42 | 6 | 4 | 50 | 69 | 17 | 14 | 6 | 21 | 15 | 29 |
| 11:45 AM | 32 | 37 | 8 | 2 | 41 | 71 | 12 | 19 | 13 | 24 | 11 | 30 |
| 12:00 PM | 29 | 28 | 11 | 9 | 39 | 79 | 14 | 10 | 17 | 27 | 23 | 30 |
| 12:15 PM | 25 | 22 | 8 | 9 | 50 | 80 | 14 | 22 | 33 | 14 | 22 | 21 |
| 12:30 PM | 28 | 20 | 14 | 10 | 36 | 64 | 19 | 31 | 27 | 22 | 12 | 35 |
| 12:45 PM | 35 | 29 | 15 | 9 | 39 | 74 | 16 | 28 | 15 | 22 | 13 | 20 |
| Totals: | 256 | 252 | 92 | 55 | 362 | 575 | 118 | 147 | 115 | 170 | 121 | 217 |
| % Change to Pre-Closure: | 62% | -22% | -11% | 8% | 33% | 192% | 36% | 16% | 85% | -44% | -18% | 14% |

Main Street Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|--------------------------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 32 | 28 | 10 | 3 | 32 | 38 | 12 | 10 | 2 | 12 | 8 | 27 |
| 11:15 AM | 22 | 18 | 14 | 7 | 45 | 45 | 12 | 33 | 4 | 10 | 13 | 35 |
| 11:30 AM | 32 | 22 | 14 | 10 | 41 | 44 | 11 | 22 | 1 | 9 | 9 | 25 |
| 11:45 AM | 32 | 17 | 10 | 3 | 35 | 62 | 18 | 13 | 2 | 6 | 19 | 25 |
| 12:00 PM | 30 | 19 | 9 | 6 | 38 | 45 | 15 | 35 | 9 | 11 | 14 | 26 |
| 12:15 PM | 34 | 28 | 7 | 10 | 27 | 44 | 13 | 31 | 5 | 11 | 19 | 21 |
| 12:30 PM | 44 | 16 | 7 | 4 | 44 | 52 | 12 | 18 | 10 | 14 | 21 | 42 |
| 12:45 PM | 30 | 13 | 9 | 6 | 44 | 36 | 14 | 21 | 2 | 12 | 15 | 14 |
| Totals: | 256 | 161 | 80 | 49 | 306 | 366 | 107 | 183 | 35 | 85 | 118 | 215 |
| % Change to Pre-Closure: | 62% | -50% | -22% | -4% | 13% | 86% | 23% | 44% | -44% | -72% | -20% | 13% |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|--------------------------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 26 | 22 | 12 | 9 | 34 | 40 | 9 | 14 | 0 | 15 | 5 | 38 |
| 11:15 AM | 34 | 14 | 8 | 3 | 43 | 38 | 15 | 19 | 3 | 15 | 10 | 24 |
| 11:30 AM | 32 | 12 | 12 | 9 | 43 | 40 | 16 | 19 | 8 | 15 | 13 | 33 |
| 11:45 AM | 38 | 18 | 14 | 14 | 43 | 62 | 18 | 24 | 7 | 13 | 13 | 28 |
| 12:00 PM | 43 | 20 | 13 | 8 | 35 | 33 | 13 | 19 | 4 | 15 | 14 | 33 |
| 12:15 PM | 34 | 17 | 8 | 6 | 49 | 43 | 13 | 24 | 3 | 11 | 21 | 27 |
| 12:30 PM | 37 | 18 | 12 | 3 | 44 | 58 | 6 | 16 | 3 | 18 | 23 | 26 |
| 12:45 PM | 31 | 11 | 22 | 9 | 48 | 43 | 6 | 24 | 8 | 15 | 14 | 32 |
| Totals: | 275 | 132 | 101 | 61 | 339 | 357 | 96 | 159 | 36 | 117 | 113 | 241 |
| % Change to Pre-Closure: | 74% | -59% | -2% | 20% | 25% | 81% | 10% | 25% | -42% | -61% | -23% | 26% |

Main Street Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 4
Saturday, August 27, 2016

| | Santa Cruz Avenue (South) | | | Santa Cruz Avenue (North) | | | Main Street (East) | | | Main Street (West) | | |
|--------------------------|---------------------------|------|------------|---------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 30 | 23 | 15 | 8 | 46 | 48 | 10 | 11 | 3 | 10 | 13 | 25 |
| 11:15 AM | 21 | 12 | 17 | 4 | 50 | 55 | 19 | 11 | 4 | 10 | 14 | 29 |
| 11:30 AM | 34 | 22 | 22 | 7 | 41 | 46 | 8 | 12 | 5 | 17 | 13 | 37 |
| 11:45 AM | 20 | 17 | 18 | 11 | 46 | 45 | 14 | 15 | 4 | 16 | 15 | 27 |
| 12:00 PM | 30 | 28 | 16 | 1 | 45 | 46 | 20 | 19 | 2 | 9 | 13 | 44 |
| 12:15 PM | 27 | 13 | 13 | 7 | 43 | 36 | 23 | 24 | 5 | 16 | 16 | 34 |
| 12:30 PM | 31 | 22 | 26 | 9 | 44 | 65 | 12 | 27 | 5 | 10 | 13 | 22 |
| 12:45 PM | 29 | 27 | 17 | 11 | 40 | 63 | 15 | 27 | 4 | 15 | 5 | 23 |
| Totals: | 222 | 164 | 144 | 58 | 355 | 404 | 121 | 146 | 32 | 103 | 102 | 241 |
| % Change to Pre-Closure: | 41% | -49% | 40% | 14% | 31% | 105% | 39% | 15% | -48% | -66% | -31% | 26% |

Data Observations:

- High increases in southbound left turns from Santa Cruz Av to Main St towards University Av due likely to closure. Same with southbound right turns.
- Big decrease in westbound left turns from Main St towards closure area also.

Highway 9 Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

Pre-Closure

Sunday, June 19, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|----------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 39 | 103 | 49 | 45 | 50 | 16 | 45 | 90 | 33 | 40 | 34 | 25 |
| 11:15 AM | 51 | 119 | 67 | 38 | 57 | 23 | 35 | 79 | 39 | 25 | 25 | 35 |
| 11:30 AM | 52 | 116 | 51 | 30 | 54 | 16 | 47 | 91 | 51 | 24 | 37 | 29 |
| 11:45 AM | 52 | 142 | 42 | 33 | 62 | 24 | 41 | 81 | 40 | 24 | 41 | 37 |
| 12:00 PM | 44 | 139 | 35 | 26 | 72 | 18 | 49 | 82 | 33 | 38 | 33 | 26 |
| 12:15 PM | 71 | 137 | 42 | 27 | 68 | 11 | 55 | 93 | 54 | 23 | 47 | 34 |
| 12:30 PM | 51 | 108 | 35 | 32 | 67 | 13 | 49 | 68 | 21 | 34 | 30 | 31 |
| 12:45 PM | 47 | 106 | 41 | 33 | 77 | 15 | 38 | 68 | 39 | 22 | 53 | 43 |
| Totals: | 407 | 970 | 362 | 264 | 507 | 136 | 359 | 652 | 310 | 230 | 300 | 260 |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|----------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 47 | 124 | 26 | 32 | 62 | 35 | 60 | 80 | 23 | 25 | 38 | 35 |
| 11:15 AM | 48 | 73 | 20 | 34 | 67 | 16 | 57 | 56 | 29 | 33 | 46 | 30 |
| 11:30 AM | 61 | 76 | 23 | 40 | 56 | 16 | 49 | 52 | 16 | 24 | 32 | 20 |
| 11:45 AM | 53 | 70 | 22 | 34 | 40 | 13 | 61 | 85 | 14 | 17 | 36 | 30 |
| 12:00 PM | 34 | 105 | 39 | 28 | 53 | 17 | 52 | 73 | 29 | 27 | 34 | 27 |
| 12:15 PM | 45 | 81 | 31 | 23 | 42 | 12 | 38 | 51 | 22 | 16 | 14 | 22 |
| 12:30 PM | 75 | 84 | 15 | 28 | 64 | 16 | 45 | 55 | 12 | 11 | 22 | 30 |
| 12:45 PM | 52 | 80 | 16 | 32 | 52 | 16 | 48 | 70 | 25 | 13 | 27 | 31 |
| Totals: | 415 | 693 | 192 | 251 | 436 | 141 | 410 | 522 | 170 | 166 | 249 | 225 |

| | | | | | | | | | | | | |
|--------------------------|----|------|-------------|-----|------|----|-----|-------------|-------------|------|------|------|
| % Change to Pre-Closure: | 2% | -29% | -47% | -5% | -14% | 4% | 14% | -20% | -45% | -28% | -17% | -13% |
|--------------------------|----|------|-------------|-----|------|----|-----|-------------|-------------|------|------|------|

Highway 9 Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Weekend Closure 2
Saturday, July 02, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|--------------------------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 44 | 158 | 37 | 30 | 51 | 13 | 81 | 65 | 18 | 24 | 46 | 46 |
| 11:15 AM | 46 | 131 | 30 | 37 | 47 | 24 | 72 | 59 | 20 | 31 | 36 | 48 |
| 11:30 AM | 54 | 190 | 32 | 22 | 56 | 22 | 79 | 75 | 27 | 30 | 34 | 52 |
| 11:45 AM | 51 | 136 | 39 | 27 | 36 | 14 | 79 | 74 | 19 | 20 | 48 | 43 |
| 12:00 PM | 68 | 133 | 23 | 43 | 75 | 17 | 69 | 52 | 26 | 30 | 33 | 28 |
| 12:15 PM | 54 | 119 | 36 | 40 | 47 | 14 | 67 | 56 | 20 | 22 | 49 | 34 |
| 12:30 PM | 46 | 151 | 36 | 21 | 29 | 19 | 66 | 78 | 34 | 21 | 32 | 38 |
| 12:45 PM | 43 | 155 | 42 | 36 | 59 | 21 | 74 | 62 | 20 | 25 | 43 | 31 |
| Totals: | 406 | 1173 | 275 | 256 | 400 | 144 | 587 | 521 | 184 | 203 | 321 | 320 |
| % Change to Pre-Closure: | 0% | 21% | -24% | -3% | -21% | 6% | 64% | -20% | -41% | -12% | 7% | 23% |

2016 Traffic Data - Extended Weekend Closure 1
Saturday, August 06, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|--------------------------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 52 | 155 | 72 | 28 | 56 | 7 | 72 | 85 | 29 | 38 | 40 | 28 |
| 11:15 AM | 50 | 168 | 78 | 39 | 57 | 18 | 58 | 76 | 23 | 30 | 31 | 35 |
| 11:30 AM | 65 | 127 | 71 | 30 | 72 | 15 | 68 | 72 | 25 | 30 | 51 | 38 |
| 11:45 AM | 63 | 141 | 63 | 48 | 54 | 23 | 68 | 93 | 31 | 26 | 44 | 50 |
| 12:00 PM | 52 | 110 | 38 | 49 | 47 | 16 | 72 | 67 | 16 | 30 | 38 | 40 |
| 12:15 PM | 61 | 94 | 39 | 23 | 54 | 21 | 63 | 67 | 18 | 19 | 50 | 33 |
| 12:30 PM | 39 | 127 | 31 | 39 | 51 | 15 | 65 | 80 | 45 | 38 | 47 | 45 |
| 12:45 PM | 61 | 130 | 66 | 33 | 63 | 11 | 67 | 78 | 29 | 32 | 51 | 34 |
| Totals: | 443 | 1052 | 458 | 289 | 454 | 126 | 533 | 618 | 216 | 243 | 352 | 303 |
| % Change to Pre-Closure: | 9% | 8% | 27% | 9% | -10% | -7% | 48% | -5% | -30% | 6% | 17% | 17% |

Highway 9 Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|--------------------------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 50 | 154 | 46 | 33 | 43 | 17 | 80 | 68 | 24 | 25 | 40 | 38 |
| 11:15 AM | 51 | 177 | 21 | 30 | 57 | 13 | 77 | 74 | 34 | 41 | 36 | 40 |
| 11:30 AM | 35 | 111 | 9 | 34 | 47 | 18 | 74 | 86 | 20 | 29 | 44 | 36 |
| 11:45 AM | 34 | 85 | 13 | 40 | 52 | 17 | 51 | 69 | 30 | 19 | 58 | 32 |
| 12:00 PM | 48 | 116 | 40 | 43 | 65 | 17 | 68 | 79 | 22 | 23 | 40 | 22 |
| 12:15 PM | 64 | 150 | 67 | 46 | 58 | 23 | 57 | 75 | 23 | 22 | 35 | 50 |
| 12:30 PM | 63 | 152 | 49 | 34 | 54 | 7 | 69 | 73 | 20 | 27 | 42 | 37 |
| 12:45 PM | 43 | 72 | 20 | 33 | 50 | 14 | 59 | 54 | 9 | 27 | 38 | 32 |
| Totals: | 388 | 1017 | 265 | 293 | 426 | 126 | 535 | 578 | 182 | 213 | 333 | 287 |
| % Change to Pre-Closure: | -5% | 5% | -27% | 11% | -16% | -7% | 49% | -11% | -41% | -7% | 11% | 10% |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|--------------------------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 53 | 119 | 36 | 26 | 41 | 29 | 95 | 75 | 40 | 25 | 41 | 51 |
| 11:15 AM | 46 | 173 | 47 | 33 | 51 | 14 | 76 | 77 | 28 | 34 | 51 | 43 |
| 11:30 AM | 55 | 158 | 45 | 42 | 52 | 23 | 73 | 65 | 24 | 26 | 49 | 43 |
| 11:45 AM | 47 | 178 | 57 | 37 | 52 | 25 | 71 | 85 | 41 | 24 | 52 | 42 |
| 12:00 PM | 67 | 173 | 60 | 38 | 46 | 26 | 62 | 81 | 40 | 31 | 45 | 51 |
| 12:15 PM | 65 | 167 | 42 | 36 | 70 | 23 | 74 | 70 | 37 | 31 | 37 | 54 |
| 12:30 PM | 61 | 141 | 45 | 35 | 64 | 19 | 69 | 79 | 35 | 27 | 41 | 50 |
| 12:45 PM | 64 | 144 | 40 | 22 | 73 | 22 | 88 | 84 | 52 | 26 | 38 | 36 |
| Totals: | 458 | 1253 | 372 | 269 | 449 | 181 | 608 | 616 | 297 | 224 | 354 | 370 |
| % Change to Pre-Closure: | 13% | 29% | 3% | 2% | -11% | 33% | 69% | -6% | -4% | -3% | 18% | 42% |

Highway 9 Santa Cruz Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 4
Saturday, August 20, 2016

| | Highway 9 (East) | | | Highway 9 (West) | | | Santa Cruz Av (South) | | | Santa Cruz Av (North) | | |
|--------------------------|------------------|------|------------|------------------|------|------------|-----------------------|------|------------|-----------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 63 | 142 | 36 | 27 | 65 | 18 | 62 | 86 | 34 | 24 | 50 | 40 |
| 11:15 AM | 64 | 178 | 49 | 40 | 66 | 26 | 69 | 63 | 36 | 29 | 43 | 47 |
| 11:30 AM | 53 | 166 | 49 | 23 | 55 | 22 | 77 | 96 | 36 | 38 | 41 | 45 |
| 11:45 AM | 64 | 170 | 36 | 36 | 50 | 23 | 75 | 74 | 30 | 23 | 44 | 38 |
| 12:00 PM | 54 | 169 | 30 | 33 | 73 | 21 | 70 | 79 | 42 | 39 | 48 | 50 |
| 12:15 PM | 39 | 128 | 24 | 33 | 55 | 20 | 73 | 89 | 32 | 29 | 49 | 55 |
| 12:30 PM | 57 | 159 | 44 | 30 | 52 | 17 | 78 | 80 | 26 | 31 | 44 | 50 |
| 12:45 PM | 42 | 153 | 70 | 31 | 49 | 17 | 88 | 72 | 18 | 33 | 42 | 40 |
| Totals: | 436 | 1265 | 338 | 253 | 465 | 164 | 592 | 639 | 254 | 246 | 361 | 365 |
| % Change to Pre-Closure: | 7% | 30% | -7% | -4% | -8% | 21% | 65% | -2% | -18% | 7% | 20% | 40% |

Data Observations:

- Southbound left turns from Santa Cruz Av to Highway 9 towards Hwy 17 steadily increased compared to Preclosure weekend.
- With closure in place the Santa Cruz Av "thru" movement towards Downtown initially decreased and then remained almost consistent to Preclosure weekend data possibly indicating Downtown Business traffic with closure known to motorists.

Main Street University Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

Pre-Closure

Sunday, June 19, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|----------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 65 | 30 | 26 | 31 | - | 16 | - | 28 | - | - | - |
| 11:15 AM | - | 56 | 36 | 20 | 45 | - | 32 | - | 24 | - | - | - |
| 11:30 AM | - | 58 | 35 | 21 | 44 | - | 26 | - | 29 | - | - | - |
| 11:45 AM | - | 57 | 36 | 15 | 45 | - | 34 | - | 34 | - | - | - |
| 12:00 PM | - | 58 | 38 | 11 | 36 | - | 25 | - | 15 | - | - | - |
| 12:15 PM | - | 72 | 40 | 15 | 39 | - | 32 | - | 25 | - | - | - |
| 12:30 PM | - | 55 | 40 | 13 | 39 | - | 16 | - | 14 | - | - | - |
| 12:45 PM | - | 69 | 34 | 21 | 51 | - | 25 | - | 20 | - | - | - |
| Totals: | - | 490 | 289 | 142 | 330 | - | 206 | - | 189 | - | - | - |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|----------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 55 | 37 | 50 | 48 | - | 28 | - | 21 | - | - | - |
| 11:15 AM | - | 48 | 43 | 40 | 74 | - | 35 | - | 22 | - | - | - |
| 11:30 AM | - | 52 | 22 | 55 | 65 | - | 30 | - | 27 | - | - | - |
| 11:45 AM | - | 50 | 26 | 45 | 57 | - | 35 | - | 20 | - | - | - |
| 12:00 PM | - | 33 | 19 | 38 | 74 | - | 35 | - | 18 | - | - | - |
| 12:15 PM | - | 26 | 20 | 32 | 64 | - | 47 | - | 25 | - | - | - |
| 12:30 PM | - | 31 | 26 | 43 | 71 | - | 37 | - | 18 | - | - | - |
| 12:45 PM | - | 57 | 41 | 64 | 75 | - | 44 | - | 15 | - | - | - |
| Totals: | - | 352 | 234 | 367 | 528 | - | 291 | - | 166 | - | - | - |

| | | | | | | | | | | | | |
|--------------------------|---|------|------|------|-----|---|-----|---|------|---|---|---|
| % Change to Pre-Closure: | - | -28% | -19% | 158% | 60% | - | 41% | - | -12% | - | - | - |
|--------------------------|---|------|------|------|-----|---|-----|---|------|---|---|---|

Main Street University Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Weekend Closure 2
Saturday, July 02, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|--------------------------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 41 | 36 | 32 | 39 | - | 22 | - | 15 | - | - | - |
| 11:15 AM | - | 33 | 36 | 41 | 33 | - | 27 | - | 21 | - | - | - |
| 11:30 AM | - | 40 | 28 | 27 | 39 | - | 32 | - | 14 | - | - | - |
| 11:45 AM | - | 45 | 29 | 28 | 46 | - | 27 | - | 23 | - | - | - |
| 12:00 PM | - | 51 | 36 | 43 | 50 | - | 28 | - | 16 | - | - | - |
| 12:15 PM | - | 46 | 24 | 40 | 48 | - | 26 | - | 16 | - | - | - |
| 12:30 PM | - | 54 | 37 | 46 | 58 | - | 33 | - | 18 | - | - | - |
| 12:45 PM | - | 48 | 39 | 39 | 60 | - | 24 | - | 14 | - | - | - |
| Totals: | - | 358 | 265 | 296 | 373 | - | 219 | - | 137 | - | - | - |
| % Change to Pre-Closure: | - | -27% | -8% | 108% | 13% | - | 6% | - | -28% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 1
Saturday, August 06, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|--------------------------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 54 | 35 | 66 | 46 | - | 35 | - | 14 | - | - | - |
| 11:15 AM | - | 45 | 35 | 48 | 50 | - | 60 | - | 18 | - | - | - |
| 11:30 AM | - | 42 | 51 | 59 | 41 | - | 43 | - | 34 | - | - | - |
| 11:45 AM | - | 48 | 45 | 60 | 57 | - | 15 | - | 37 | - | - | - |
| 12:00 PM | - | 48 | 37 | 61 | 48 | - | 44 | - | 28 | - | - | - |
| 12:15 PM | - | 52 | 46 | 55 | 60 | - | 29 | - | 20 | - | - | - |
| 12:30 PM | - | 55 | 41 | 57 | 69 | - | 39 | - | 19 | - | - | - |
| 12:45 PM | - | 41 | 38 | 67 | 59 | - | 58 | - | 21 | - | - | - |
| Totals: | - | 385 | 328 | 473 | 430 | - | 323 | - | 191 | - | - | - |
| % Change to Pre-Closure: | - | -21% | 13% | 233% | 30% | - | 57% | - | 1% | - | - | - |

Main Street University Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|--------------------------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 37 | 48 | 36 | 45 | - | 37 | - | 21 | - | - | - |
| 11:15 AM | - | 34 | 41 | 41 | 56 | - | 36 | - | 18 | - | - | - |
| 11:30 AM | - | 46 | 46 | 33 | 53 | - | 34 | - | 20 | - | - | - |
| 11:45 AM | - | 45 | 38 | 37 | 56 | - | 31 | - | 10 | - | - | - |
| 12:00 PM | - | 36 | 55 | 37 | 68 | - | 34 | - | 21 | - | - | - |
| 12:15 PM | - | 45 | 46 | 40 | 56 | - | 39 | - | 18 | - | - | - |
| 12:30 PM | - | 46 | 57 | 46 | 60 | - | 24 | - | 23 | - | - | - |
| 12:45 PM | - | 42 | 40 | 30 | 46 | - | 33 | - | 10 | - | - | - |
| Totals: | - | 331 | 371 | 300 | 440 | - | 268 | - | 141 | - | - | - |
| % Change to Pre-Closure: | - | -32% | 28% | 111% | 33% | - | 30% | - | -25% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|--------------------------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 43 | 29 | 25 | 50 | - | 31 | - | 17 | - | - | - |
| 11:15 AM | - | 45 | 30 | 42 | 45 | - | 29 | - | 18 | - | - | - |
| 11:30 AM | - | 47 | 42 | 23 | 48 | - | 39 | - | 19 | - | - | - |
| 11:45 AM | - | 45 | 37 | 44 | 62 | - | 38 | - | 12 | - | - | - |
| 12:00 PM | - | 49 | 28 | 41 | 48 | - | 28 | - | 19 | - | - | - |
| 12:15 PM | - | 50 | 33 | 38 | 48 | - | 26 | - | 13 | - | - | - |
| 12:30 PM | - | 53 | 34 | 42 | 56 | - | 37 | - | 27 | - | - | - |
| 12:45 PM | - | 48 | 47 | 36 | 57 | - | 36 | - | 19 | - | - | - |
| Totals: | - | 380 | 280 | 291 | 414 | - | 264 | - | 144 | - | - | - |
| % Change to Pre-Closure: | - | -22% | -3% | 105% | 25% | - | 28% | - | -24% | - | - | - |

Main Street University Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 4

Saturday, August 27, 2016

| | Main Street (West) | | | Main Street (East) | | | University Avenue (South) | | | University Avenue (North) | | |
|----------|--------------------|------|------------|--------------------|------|------------|---------------------------|------|------------|---------------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | - | 42 | 39 | 23 | 51 | - | 49 | - | 18 | - | - | - |
| 11:15 AM | - | 45 | 42 | 37 | 31 | - | 27 | - | 22 | - | - | - |
| 11:30 AM | - | 61 | 45 | 33 | 44 | - | 31 | - | 21 | - | - | - |
| 11:45 AM | - | 52 | 39 | 36 | 45 | - | 35 | - | 15 | - | - | - |
| 12:00 PM | - | 48 | 40 | 39 | 54 | - | 39 | - | 22 | - | - | - |
| 12:15 PM | - | 67 | 67 | 31 | 45 | - | 32 | - | 12 | - | - | - |
| 12:30 PM | - | 44 | 33 | 44 | 57 | - | 25 | - | 12 | - | - | - |
| 12:45 PM | - | 44 | 36 | 42 | 63 | - | 54 | - | 19 | - | - | - |
| Totals: | - | 403 | 341 | 285 | 390 | - | 292 | - | 141 | - | - | - |

| | | | | | | | | | | | | |
|--------------------------|---|-------------|-----|-------------|-----|---|-----|---|-------------|---|---|---|
| % Change to Pre-Closure: | - | -18% | 18% | 101% | 18% | - | 42% | - | -25% | - | - | - |
|--------------------------|---|-------------|-----|-------------|-----|---|-----|---|-------------|---|---|---|

Data Observations:

- The Main Street (West) movement towards Santa Cruz Avenue dropped almost 30% and stayed that way through the first two weekends of the closure
- The Main Street (East) left turn movement onto University Avenue towards Highway 9 was significantly higher (more than 2X) on the closure weekends

Highway 9 University Avenue
Traffic Volume Data Comparison 2015 vs 2016 Closure

2015 Traffic Data
Saturday, August 08, 2015

| | HW 9 WB | | | HW 9 EB | | | University NB | | | University SB | | |
|----------|-----------|------|------------|-----------|------|------------|---------------|------|------------|---------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 25 | 93 | 10 | 10 | 210 | 16 | 16 | 24 | 60 | 94 | 52 | 14 |
| 11:15 AM | 27 | 89 | 19 | 13 | 223 | 14 | 11 | 33 | 53 | 109 | 69 | 8 |
| 11:30 AM | 31 | 81 | 9 | 14 | 228 | 22 | 12 | 22 | 40 | 71 | 65 | 20 |
| 11:45 AM | 31 | 83 | 16 | 8 | 239 | 24 | 9 | 18 | 41 | 54 | 91 | 9 |
| 12:00 PM | 16 | 92 | 10 | 12 | 203 | 30 | 16 | 24 | 54 | 73 | 79 | 13 |
| 12:15 PM | 28 | 91 | 18 | 17 | 227 | 27 | 8 | 35 | 56 | 64 | 74 | 22 |
| 12:30 PM | 26 | 82 | 8 | 12 | 243 | 25 | 13 | 17 | 50 | 81 | 85 | 13 |
| 12:45 PM | 31 | 73 | 17 | 12 | 216 | 16 | 12 | 15 | 42 | 68 | 69 | 10 |
| Totals: | 215 | 684 | 107 | 98 | 1789 | 174 | 97 | 188 | 396 | 614 | 584 | 109 |

2016 Traffic Data - Weekend Closure 1
Saturday, June 25, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|----------|-----------|------|------------|-----------|------|------------|---------------|------|------------|---------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 22 | 84 | 8 | 8 | 219 | 8 | 20 | 25 | 97 | 93 | 62 | 13 |
| 11:15 AM | 34 | 66 | 10 | 11 | 169 | 8 | 24 | 35 | 73 | 104 | 33 | 5 |
| 11:30 AM | 29 | 61 | 8 | 13 | 157 | 6 | 7 | 24 | 74 | 73 | 34 | 4 |
| 11:45 AM | 24 | 51 | 11 | 4 | 157 | 6 | 14 | 30 | 72 | 92 | 43 | 2 |
| 12:00 PM | 20 | 57 | 18 | 9 | 201 | 10 | 8 | 21 | 79 | 65 | 60 | 8 |
| 12:15 PM | 24 | 66 | 8 | 14 | 146 | 5 | 6 | 14 | 66 | 81 | 37 | 1 |
| 12:30 PM | 34 | 70 | 16 | 10 | 173 | 2 | 13 | 17 | 88 | 72 | 42 | 4 |
| 12:45 PM | 21 | 60 | 18 | 9 | 160 | 6 | 13 | 33 | 99 | 89 | 44 | 6 |
| Totals: | 208 | 515 | 97 | 78 | 1382 | 51 | 105 | 199 | 648 | 669 | 355 | 43 |

| | | | | | | | | | | | | |
|-------------------|-----|------|-----|------|------|-------------|----|----|------------|-----------|------|------|
| % Change to 2015: | -3% | -25% | -9% | -20% | -23% | -71% | 8% | 6% | 64% | 9% | -39% | -61% |
|-------------------|-----|------|-----|------|------|-------------|----|----|------------|-----------|------|------|

Highway 9 University Avenue
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Weekend Closure 2

Saturday, July 02, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|-------------------|------------|------------|------------|-----------|-------------|-------------|---------------|------------|------------|---------------|------------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 31 | 58 | 13 | 0 | 282 | 9 | 10 | 22 | 89 | 94 | 51 | 12 |
| 11:15 AM | 28 | 75 | 10 | 4 | 238 | 12 | 16 | 25 | 77 | 90 | 57 | 6 |
| 11:30 AM | 23 | 68 | 7 | 9 | 301 | 15 | 13 | 22 | 63 | 89 | 44 | 15 |
| 11:45 AM | 19 | 48 | 8 | 10 | 251 | 7 | 9 | 31 | 67 | 92 | 64 | 6 |
| 12:00 PM | 37 | 88 | 12 | 7 | 243 | 12 | 18 | 16 | 79 | 88 | 31 | 8 |
| 12:15 PM | 27 | 59 | 12 | 7 | 225 | 6 | 9 | 25 | 67 | 88 | 40 | 7 |
| 12:30 PM | 20 | 36 | 5 | 6 | 227 | 9 | 13 | 20 | 76 | 85 | 69 | 12 |
| 12:45 PM | 30 | 73 | 10 | 6 | 269 | 9 | 16 | 22 | 86 | 78 | 28 | 8 |
| Totals: | 215 | 505 | 77 | 49 | 2036 | 79 | 104 | 183 | 604 | 704 | 384 | 74 |
| % Change to 2015: | 0% | -26% | -28% | -50% | 14% | -55% | 7% | -3% | 53% | 15% | -34% | -32% |

2016 Traffic Data - Extended Weekend Closure 1

Saturday, August 06, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|-------------------|------------|------------|------------|-----------|-------------|-------------|---------------|------------|-------------|---------------|------------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 28 | 68 | 4 | 5 | 277 | 18 | 9 | 22 | 92 | 70 | 70 | 14 |
| 11:15 AM | 33 | 64 | 11 | 8 | 243 | 17 | 19 | 32 | 99 | 83 | 68 | 14 |
| 11:30 AM | 37 | 69 | 10 | 6 | 228 | 11 | 20 | 29 | 106 | 61 | 81 | 12 |
| 11:45 AM | 27 | 71 | 21 | 14 | 264 | 26 | 12 | 23 | 90 | 70 | 63 | 11 |
| 12:00 PM | 29 | 59 | 10 | 7 | 197 | 14 | 10 | 23 | 102 | 83 | 80 | 6 |
| 12:15 PM | 23 | 49 | 24 | 6 | 212 | 8 | 24 | 27 | 107 | 85 | 49 | 12 |
| 12:30 PM | 23 | 67 | 15 | 10 | 216 | 12 | 9 | 26 | 87 | 83 | 44 | 7 |
| 12:45 PM | 18 | 60 | 15 | 5 | 242 | 25 | 9 | 31 | 118 | 66 | 76 | 15 |
| Totals: | 218 | 507 | 110 | 61 | 1879 | 131 | 112 | 213 | 801 | 601 | 531 | 91 |
| % Change to 2015: | 1% | -26% | 3% | -38% | 5% | -25% | 15% | 13% | 102% | -2% | -9% | -17% |

Highway 9 University Avenue
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|-------------------|-----------|------|------------|-----------|------|------------|---------------|------|------------|---------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 26 | 60 | 15 | 8 | 267 | 16 | 17 | 25 | 83 | 94 | 62 | 13 |
| 11:15 AM | 19 | 62 | 13 | 10 | 268 | 13 | 21 | 27 | 75 | 87 | 55 | 12 |
| 11:30 AM | 25 | 60 | 7 | 7 | 217 | 12 | 13 | 28 | 86 | 105 | 58 | 6 |
| 11:45 AM | 28 | 63 | 11 | 8 | 172 | 4 | 7 | 34 | 88 | 88 | 38 | 6 |
| 12:00 PM | 25 | 63 | 10 | 10 | 222 | 6 | 19 | 20 | 86 | 93 | 54 | 11 |
| 12:15 PM | 26 | 60 | 8 | 11 | 252 | 20 | 13 | 33 | 104 | 72 | 59 | 12 |
| 12:30 PM | 18 | 55 | 10 | 9 | 234 | 15 | 15 | 27 | 95 | 86 | 41 | 7 |
| 12:45 PM | 30 | 46 | 13 | 5 | 185 | 2 | 15 | 26 | 78 | 92 | 33 | 6 |
| Totals: | 197 | 469 | 87 | 68 | 1817 | 88 | 120 | 220 | 695 | 717 | 400 | 73 |
| % Change to 2015: | -8% | -31% | -19% | -31% | 2% | -49% | 24% | 17% | 76% | 17% | -32% | -33% |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|-------------------|-----------|------|------------|-----------|------|------------|---------------|------|------------|---------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 22 | 46 | 11 | 11 | 274 | 18 | 9 | 19 | 68 | 89 | 59 | 4 |
| 11:15 AM | 22 | 57 | 15 | 10 | 297 | 15 | 11 | 20 | 55 | 102 | 34 | 7 |
| 11:30 AM | 41 | 69 | 21 | 8 | 256 | 18 | 22 | 26 | 81 | 70 | 75 | 11 |
| 11:45 AM | 28 | 76 | 15 | 8 | 276 | 17 | 17 | 27 | 80 | 75 | 58 | 18 |
| 12:00 PM | 36 | 60 | 14 | 9 | 279 | 18 | 20 | 25 | 88 | 83 | 57 | 11 |
| 12:15 PM | 33 | 86 | 17 | 10 | 285 | 14 | 14 | 20 | 80 | 88 | 56 | 11 |
| 12:30 PM | 25 | 79 | 13 | 8 | 254 | 15 | 11 | 30 | 84 | 92 | 63 | 10 |
| 12:45 PM | 30 | 67 | 17 | 8 | 265 | 13 | 20 | 21 | 73 | 84 | 57 | 12 |
| Totals: | 237 | 540 | 123 | 72 | 2186 | 128 | 124 | 188 | 609 | 683 | 459 | 84 |
| % Change to 2015: | 10% | -21% | 15% | -27% | 22% | -26% | 28% | 0% | 54% | 11% | -21% | -23% |

Highway 9 University Avenue
Traffic Volume Data Comparison 2015 vs 2016 Closure

2016 Traffic Data - Extended Weekend Closure 4

Saturday, August 27, 2016

| | HW 9 WB | | | HW EB | | | University NB | | | University SB | | |
|-------------------|-----------|------|------------|-----------|------|------------|---------------|------|------------|---------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 39 | 86 | 26 | 9 | 218 | 30 | 12 | 20 | 82 | 67 | 53 | 11 |
| 11:15 AM | 21 | 93 | 15 | 10 | 266 | 25 | 15 | 20 | 90 | 54 | 39 | 12 |
| 11:30 AM | 26 | 67 | 12 | 16 | 244 | 25 | 15 | 16 | 73 | 94 | 49 | 11 |
| 11:45 AM | 34 | 67 | 16 | 9 | 279 | 10 | 13 | 22 | 76 | 91 | 61 | 15 |
| 12:00 PM | 26 | 80 | 16 | 9 | 287 | 15 | 18 | 24 | 89 | 70 | 60 | 21 |
| 12:15 PM | 36 | 60 | 8 | 10 | 255 | 6 | 12 | 39 | 84 | 105 | 41 | 5 |
| 12:30 PM | 23 | 58 | 18 | 6 | 273 | 10 | 15 | 25 | 86 | 97 | 39 | 6 |
| 12:45 PM | 29 | 50 | 13 | 13 | 263 | 19 | 18 | 26 | 89 | 81 | 77 | 12 |
| Totals: | 234 | 561 | 124 | 82 | 2085 | 140 | 118 | 192 | 669 | 659 | 419 | 93 |
| % Change to 2015: | 9% | -18% | 16% | -16% | 17% | -20% | 22% | 2% | 69% | 7% | -28% | -15% |

Data Observations:

- Steady increase in southbound left turns from University onto Highway 9 towards Highway 17
- Also steady increase in southbound thru traffic continuing on University Avenue towards Downtown possibly indicating increased downtown traffic given closure is known.

Winchester Blvd Lark Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

Pre-Closure

Sunday, June 19, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|----------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 120 | 98 | - | - | 56 | 49 | 79 | - | 88 | - | - | - |
| 11:15 AM | 110 | 88 | - | - | 54 | 38 | 55 | - | 91 | - | - | - |
| 11:30 AM | 102 | 107 | - | - | 41 | 39 | 59 | - | 91 | - | - | - |
| 11:45 AM | 93 | 92 | - | - | 47 | 34 | 71 | - | 101 | - | - | - |
| 12:00 PM | 105 | 105 | - | - | 52 | 53 | 81 | - | 111 | - | - | - |
| 12:15 PM | 101 | 86 | - | - | 66 | 53 | 77 | - | 103 | - | - | - |
| 12:30 PM | 124 | 83 | - | - | 52 | 36 | 44 | - | 110 | - | - | - |
| 12:45 PM | 101 | 71 | - | - | 53 | 32 | 70 | - | 131 | - | - | - |
| Totals: | 856 | 730 | - | - | 421 | 334 | 536 | - | 826 | - | - | - |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|----------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 190 | 203 | - | - | 78 | 75 | 72 | - | 123 | - | - | - |
| 11:15 AM | 232 | 165 | - | - | 73 | 115 | 58 | - | 122 | - | - | - |
| 11:30 AM | 194 | 157 | - | - | 101 | 109 | 44 | - | 119 | - | - | - |
| 11:45 AM | 169 | 122 | - | - | 75 | 127 | 58 | - | 119 | - | - | - |
| 12:00 PM | 212 | 143 | - | - | 87 | 80 | 40 | - | 109 | - | - | - |
| 12:15 PM | 214 | 154 | - | - | 82 | 75 | 68 | - | 130 | - | - | - |
| 12:30 PM | 202 | 153 | - | - | 89 | 77 | 63 | - | 130 | - | - | - |
| 12:45 PM | 189 | 166 | - | - | 88 | 82 | 53 | - | 134 | - | - | - |
| Totals: | 1602 | 1263 | - | - | 673 | 740 | 456 | - | 986 | - | - | - |

| | | | | | | | | | | | | |
|--------------------------|------------|------------|---|---|------------|-------------|------|---|-----|---|---|---|
| % Change to Pre-Closure: | 87% | 73% | - | - | 60% | 122% | -15% | - | 19% | - | - | - |
|--------------------------|------------|------------|---|---|------------|-------------|------|---|-----|---|---|---|

Winchester Blvd Lark Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Weekend Closure 2
Saturday, July 02, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|--------------------------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 177 | 172 | - | - | 55 | 31 | 47 | - | 96 | - | - | - |
| 11:15 AM | 156 | 126 | - | - | 59 | 52 | 48 | - | 93 | - | - | - |
| 11:30 AM | 198 | 147 | - | - | 62 | 62 | 61 | - | 93 | - | - | - |
| 11:45 AM | 190 | 186 | - | - | 74 | 49 | 49 | - | 115 | - | - | - |
| 12:00 PM | 184 | 174 | - | - | 58 | 59 | 53 | - | 120 | - | - | - |
| 12:15 PM | 131 | 120 | - | - | 80 | 55 | 51 | - | 113 | - | - | - |
| 12:30 PM | 173 | 108 | - | - | 81 | 58 | 57 | - | 102 | - | - | - |
| 12:45 PM | 173 | 150 | - | - | 61 | 55 | 91 | - | 107 | - | - | - |
| Totals: | 1382 | 1183 | - | - | 530 | 421 | 457 | - | 839 | - | - | - |
| % Change to Pre-Closure: | 61% | 62% | - | - | 26% | 26% | -15% | - | 2% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 1
Saturday, August 06, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|--------------------------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 153 | 139 | - | - | 69 | 52 | 65 | - | 121 | - | - | - |
| 11:15 AM | 133 | 171 | - | - | 60 | 43 | 74 | - | 112 | - | - | - |
| 11:30 AM | 170 | 163 | - | - | 81 | 55 | 67 | - | 121 | - | - | - |
| 11:45 AM | 198 | 146 | - | - | 71 | 66 | 67 | - | 122 | - | - | - |
| 12:00 PM | 162 | 162 | - | - | 84 | 46 | 70 | - | 115 | - | - | - |
| 12:15 PM | 212 | 103 | - | - | 79 | 71 | 61 | - | 116 | - | - | - |
| 12:30 PM | 167 | 138 | - | - | 75 | 56 | 64 | - | 123 | - | - | - |
| 12:45 PM | 198 | 139 | - | - | 60 | 61 | 65 | - | 101 | - | - | - |
| Totals: | 1393 | 1161 | - | - | 579 | 450 | 533 | - | 931 | - | - | - |
| % Change to Pre-Closure: | 63% | 59% | - | - | 38% | 35% | -1% | - | 13% | - | - | - |

Winchester Blvd Lark Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|--------------------------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 175 | 158 | - | - | 75 | 37 | 76 | - | 130 | - | - | - |
| 11:15 AM | 167 | 149 | - | - | 66 | 54 | 69 | - | 135 | - | - | - |
| 11:30 AM | 148 | 184 | - | - | 84 | 85 | 73 | - | 124 | - | - | - |
| 11:45 AM | 173 | 146 | - | - | 82 | 86 | 56 | - | 98 | - | - | - |
| 12:00 PM | 192 | 135 | - | - | 74 | 77 | 53 | - | 123 | - | - | - |
| 12:15 PM | 157 | 103 | - | - | 77 | 59 | 58 | - | 130 | - | - | - |
| 12:30 PM | 189 | 134 | - | - | 68 | 52 | 87 | - | 128 | - | - | - |
| 12:45 PM | 185 | 133 | - | - | 82 | 53 | 60 | - | 111 | - | - | - |
| Totals: | 1386 | 1142 | - | - | 608 | 503 | 532 | - | 979 | - | - | - |
| % Change to Pre-Closure: | 62% | 56% | - | - | 44% | 51% | -1% | - | 19% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|--------------------------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 182 | 151 | - | - | 95 | 56 | 65 | - | 127 | - | - | - |
| 11:15 AM | 170 | 152 | - | - | 77 | 46 | 61 | - | 141 | - | - | - |
| 11:30 AM | 162 | 103 | - | - | 75 | 56 | 72 | - | 107 | - | - | - |
| 11:45 AM | 157 | 132 | - | - | 85 | 51 | 66 | - | 129 | - | - | - |
| 12:00 PM | 174 | 162 | - | - | 82 | 48 | 89 | - | 144 | - | - | - |
| 12:15 PM | 196 | 138 | - | - | 80 | 42 | 78 | - | 140 | - | - | - |
| 12:30 PM | 152 | 131 | - | - | 73 | 52 | 78 | - | 103 | - | - | - |
| 12:45 PM | 155 | 155 | - | - | 75 | 52 | 62 | - | 113 | - | - | - |
| Totals: | 1348 | 1124 | - | - | 642 | 403 | 571 | - | 1004 | - | - | - |
| % Change to Pre-Closure: | 57% | 54% | - | - | 52% | 21% | 7% | - | 22% | - | - | - |

Winchester Blvd Lark Avenue
Traffic Volume Data Comparison
Preclosure vs Closure

2016 Traffic Data - Extended Weekend Closure 4

Saturday, August 27, 2016

| | Winchester Blvd (South) | | | Winchester Blvd (North) | | | Lark Avenue (West) | | | Lark Avenue (East) | | |
|--------------------------|-------------------------|------|------------|-------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 166 | 152 | - | - | 60 | 29 | 63 | - | 115 | - | - | - |
| 11:15 AM | 152 | 137 | - | - | 77 | 45 | 55 | - | 111 | - | - | - |
| 11:30 AM | 153 | 167 | - | - | 66 | 33 | 93 | - | 106 | - | - | - |
| 11:45 AM | 170 | 140 | - | - | 79 | 37 | 61 | - | 128 | - | - | - |
| 12:00 PM | 149 | 156 | - | - | 73 | 61 | 61 | - | 123 | - | - | - |
| 12:15 PM | 205 | 132 | - | - | 73 | 65 | 56 | - | 135 | - | - | - |
| 12:30 PM | 165 | 182 | - | - | 89 | 55 | 61 | - | 114 | - | - | - |
| 12:45 PM | 177 | 149 | - | - | 84 | 67 | 58 | - | 132 | - | - | - |
| Totals: | 1337 | 1215 | - | - | 601 | 392 | 508 | - | 964 | - | - | - |
| % Change to Pre-Closure: | 56% | 66% | - | - | 43% | 17% | -5% | - | 17% | - | - | - |

Data Observations:

- Winchester Blvd higher in general compared to 2015 in both direction (north-south). Significantly higher southbound left turn volumes to Lark Av towards Highway 17 indicating positive response to advance warning signage.

Lark Avenue Los Gatos Boulevard
Traffic Volume Data Comparison
PreClosure vs Closure

Pre-Closure

Sunday, June 19, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|----------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 5 | 148 | 46 | 119 | 105 | 0 | 54 | 7 | 174 | - | - | - |
| 11:15 AM | 5 | 134 | 36 | 113 | 106 | 5 | 68 | 5 | 154 | - | - | - |
| 11:30 AM | 4 | 146 | 43 | 141 | 126 | 3 | 59 | 3 | 160 | - | - | - |
| 11:45 AM | 3 | 144 | 35 | 153 | 147 | 5 | 67 | 5 | 202 | - | - | - |
| 12:00 PM | 2 | 107 | 47 | 129 | 148 | 2 | 66 | 5 | 173 | - | - | - |
| 12:15 PM | 6 | 158 | 49 | 140 | 135 | 2 | 69 | 7 | 170 | - | - | - |
| 12:30 PM | 6 | 143 | 42 | 149 | 142 | 3 | 63 | 3 | 161 | - | - | - |
| 12:45 PM | 5 | 169 | 48 | 146 | 119 | 6 | 78 | 2 | 151 | - | - | - |
| Totals: | 36 | 1149 | 346 | 1090 | 1028 | 26 | 524 | 37 | 1345 | - | - | - |

2016 Traffic Data - Weekend Closure 1

Saturday, June 25, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|----------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 6 | 294 | 73 | 158 | 132 | 3 | 53 | 5 | 147 | - | - | - |
| 11:15 AM | 10 | 283 | 79 | 149 | 133 | 6 | 68 | 8 | 210 | - | - | - |
| 11:30 AM | 6 | 234 | 75 | 157 | 125 | 4 | 81 | 9 | 227 | - | - | - |
| 11:45 AM | 13 | 290 | 121 | 179 | 152 | 8 | 62 | 6 | 175 | - | - | - |
| 12:00 PM | 3 | 203 | 70 | 180 | 194 | 6 | 94 | 4 | 142 | - | - | - |
| 12:15 PM | 9 | 260 | 64 | 194 | 154 | 5 | 86 | 9 | 178 | - | - | - |
| 12:30 PM | 10 | 249 | 79 | 172 | 189 | 3 | 93 | 8 | 227 | - | - | - |
| 12:45 PM | 8 | 284 | 65 | 163 | 172 | 4 | 94 | 8 | 223 | - | - | - |
| Totals: | 65 | 2097 | 626 | 1352 | 1251 | 39 | 631 | 57 | 1529 | - | - | - |

| | | | | | | | | | | | | |
|--------------------------|-----|------------|------------|------------|-----|-----|------------|-----|-----|---|---|---|
| % Change to Pre-Closure: | 81% | 83% | 81% | 24% | 22% | 50% | 20% | 54% | 14% | - | - | - |
|--------------------------|-----|------------|------------|------------|-----|-----|------------|-----|-----|---|---|---|

Lark Avenue Los Gatos Boulevard
Traffic Volume Data Comparison
PreClosure vs Closure

2016 Traffic Data - Weekend Closure 2
Saturday, July 02, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|--------------------------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 5 | 250 | 82 | 134 | 125 | 5 | 64 | 4 | 130 | - | - | - |
| 11:15 AM | 5 | 252 | 71 | 136 | 134 | 5 | 72 | 8 | 178 | - | - | - |
| 11:30 AM | 9 | 259 | 89 | 142 | 131 | 2 | 63 | 5 | 143 | - | - | - |
| 11:45 AM | 8 | 248 | 72 | 135 | 104 | 1 | 66 | 13 | 138 | - | - | - |
| 12:00 PM | 3 | 252 | 82 | 149 | 155 | 3 | 60 | 6 | 157 | - | - | - |
| 12:15 PM | 9 | 229 | 62 | 148 | 128 | 7 | 67 | 4 | 190 | - | - | - |
| 12:30 PM | 6 | 295 | 77 | 147 | 152 | 3 | 64 | 4 | 147 | - | - | - |
| 12:45 PM | 6 | 224 | 75 | 158 | 118 | 5 | 57 | 5 | 151 | - | - | - |
| Totals: | 51 | 2009 | 610 | 1149 | 1047 | 31 | 513 | 49 | 1234 | - | - | - |
| % Change to Pre-Closure: | 42% | 75% | 76% | 5% | 2% | 19% | -2% | 32% | -8% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 1
Saturday, August 06, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Driveway (West) | | |
|--------------------------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|-----------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 5 | 261 | 78 | 178 | 140 | 4 | 82 | 13 | 169 | 5 | 9 | 1 |
| 11:15 AM | 6 | 295 | 74 | 150 | 136 | 5 | 63 | 6 | 182 | 5 | 11 | 4 |
| 11:30 AM | 4 | 264 | 68 | 144 | 158 | 4 | 63 | 5 | 172 | 14 | 7 | 1 |
| 11:45 AM | 5 | 227 | 80 | 144 | 135 | 3 | 67 | 13 | 212 | 4 | 9 | 5 |
| 12:00 PM | 6 | 185 | 72 | 164 | 192 | 4 | 79 | 7 | 179 | 17 | 9 | 8 |
| 12:15 PM | 14 | 206 | 59 | 151 | 162 | 6 | 85 | 7 | 200 | 14 | 12 | 5 |
| 12:30 PM | 10 | 239 | 80 | 155 | 157 | 5 | 68 | 6 | 194 | 11 | 4 | 6 |
| 12:45 PM | 8 | 266 | 63 | 118 | 131 | 1 | 82 | 10 | 197 | 18 | 6 | 8 |
| Totals: | 58 | 1943 | 574 | 1204 | 1211 | 32 | 589 | 67 | 1505 | - | - | - |
| % Change to Pre-Closure: | 61% | 69% | 66% | 10% | 18% | 23% | 12% | 81% | 12% | - | - | - |

Lark Avenue Los Gatos Boulevard
Traffic Volume Data Comparison
PreClosure vs Closure

2016 Traffic Data - Extended Weekend Closure 2
Saturday, August 13, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|--------------------------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 10 | 210 | 88 | 162 | 140 | 2 | 70 | 13 | 178 | 10 | 17 | 13 |
| 11:15 AM | 8 | 273 | 89 | 168 | 152 | 4 | 74 | 2 | 158 | 9 | 5 | 4 |
| 11:30 AM | 6 | 263 | 100 | 154 | 124 | 4 | 91 | 5 | 161 | 6 | 7 | 7 |
| 11:45 AM | 8 | 312 | 72 | 145 | 161 | 5 | 55 | 3 | 150 | 10 | 5 | 3 |
| 12:00 PM | 7 | 254 | 71 | 173 | 172 | 4 | 76 | 8 | 165 | 5 | 12 | 4 |
| 12:15 PM | 11 | 273 | 121 | 143 | 145 | 3 | 75 | 7 | 143 | 9 | 4 | 8 |
| 12:30 PM | 9 | 264 | 100 | 168 | 137 | 1 | 73 | 7 | 133 | 8 | 7 | 1 |
| 12:45 PM | 9 | 227 | 87 | 168 | 161 | 5 | 64 | 9 | 156 | 11 | 7 | 4 |
| Totals: | 68 | 2076 | 728 | 1281 | 1192 | 28 | 578 | 54 | 1244 | - | - | - |
| % Change to Pre-Closure: | 89% | 81% | 110% | 18% | 16% | 8% | 10% | 46% | -8% | - | - | - |

2016 Traffic Data - Extended Weekend Closure 3
Saturday, August 20, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|--------------------------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 10 | 191 | 65 | 183 | 160 | 5 | 61 | 13 | 186 | 14 | 6 | 5 |
| 11:15 AM | 11 | 222 | 93 | 154 | 125 | 12 | 66 | 7 | 196 | 7 | 8 | 10 |
| 11:30 AM | 6 | 226 | 98 | 136 | 133 | 7 | 77 | 9 | 177 | 13 | 16 | 8 |
| 11:45 AM | 9 | 230 | 84 | 186 | 156 | 9 | 81 | 13 | 170 | 10 | 7 | 9 |
| 12:00 PM | 13 | 217 | 71 | 173 | 165 | 7 | 62 | 7 | 187 | 15 | 13 | 6 |
| 12:15 PM | 9 | 195 | 69 | 163 | 134 | 9 | 82 | 11 | 180 | 20 | 13 | 8 |
| 12:30 PM | 7 | 239 | 82 | 139 | 150 | 10 | 63 | 9 | 196 | 12 | 9 | 10 |
| 12:45 PM | 8 | 237 | 65 | 129 | 142 | 11 | 68 | 15 | 193 | 15 | 3 | 7 |
| Totals: | 73 | 1757 | 627 | 1263 | 1165 | 70 | 560 | 84 | 1485 | - | - | - |
| % Change to Pre-Closure: | 103% | 53% | 81% | 16% | 13% | 169% | 7% | 127% | 10% | - | - | - |

Lark Avenue Los Gatos Boulevard
Traffic Volume Data Comparison
PreClosure vs Closure

2016 Traffic Data - Extended Weekend Closure 4
Saturday, August 27, 2016

| | Los Gatos Blvd (South) | | | Los Gatos Blvd (North) | | | Lark Avenue (East) | | | Lark Avenue (West) | | |
|--------------------------|------------------------|------|------------|------------------------|------|------------|--------------------|------|------------|--------------------|------|------------|
| | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn | Left Turn | Thru | Right Turn |
| 11:00 AM | 5 | 219 | 71 | 158 | 125 | 0 | 72 | 6 | 177 | 12 | 5 | 5 |
| 11:15 AM | 7 | 246 | 68 | 157 | 117 | 0 | 87 | 8 | 179 | 9 | 12 | 4 |
| 11:30 AM | 5 | 248 | 84 | 183 | 134 | 0 | 67 | 2 | 164 | 8 | 4 | 4 |
| 11:45 AM | 8 | 252 | 71 | 140 | 132 | 2 | 80 | 4 | 180 | 14 | 7 | 8 |
| 12:00 PM | 7 | 191 | 64 | 164 | 131 | 0 | 84 | 8 | 196 | 8 | 8 | 6 |
| 12:15 PM | 4 | 215 | 76 | 146 | 125 | 3 | 96 | 11 | 204 | 6 | 8 | 4 |
| 12:30 PM | 9 | 241 | 71 | 169 | 172 | 5 | 68 | 9 | 209 | 13 | 12 | 6 |
| 12:45 PM | 9 | 232 | 71 | 160 | 156 | 4 | 72 | 3 | 229 | 3 | 8 | 6 |
| Totals: | 54 | 1844 | 576 | 1277 | 1092 | 14 | 626 | 51 | 1538 | - | - | - |
| % Change to Pre-Closure: | 50% | 60% | 66% | 17% | 6% | -46% | 19% | 38% | 14% | - | - | - |

Data Observations:

- Significant increase in southbound traffic entering Los Gatos from San Jose compared to 2016



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 01/17/2017

ITEM NO: 11

DESK ITEM

DATE: JANUARY 17, 2017

TO: MAYOR AND TOWN COUNCIL

FROM: LAUREL PREVETTI, TOWN MANAGER

SUBJECT: CUT THROUGH TRAFFIC PROJECT 813-0229

- A. PROVIDE DIRECTION ON NEXT STEPS TO ADDRESS SUMMER CUT THROUGH TRAFFIC, INCLUDING DIRECTION FOR THE SUMMER OF 2017 AND POTENTIAL FUTURE CAPITAL PROJECTS.
- B. APPROVE A BUDGET ADJUSTMENT AND THE APPROPRIATION OF \$9,908 FROM THE TRAFFIC IMPACT MITIGATION FUND TO THE CUT THROUGH TRAFFIC PROJECT 813-0229.
- C. AUTHORIZE THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH W-TRANS FOR ENGINEERING CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$66,000.

REMARKS:

The following questions were received from Councilmembers and staff responses follow in italic font:

1. Have there been, or are there now occurring, any conversations with Caltrans regarding metering southbound onramps to Highway 17, including the Highway 85 and Highway 9 interchanges?

If not, why not?

If yes, what has been the result?

Caltrans is interested in metering freeway entrances along Highway 17. Some of that infrastructure has been installed through a previous Caltrans effort (notably at Highway 9). In order to install metering, Caltrans often needs additional stacking lanes on the ramps

PREPARED BY: MATT MORLEY
Director of Parks and Public Works

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

REMARKS (cont'd):

to avoid impacting local roads. Because of the work involved, especially environmental clearance and the need to remove trees to install stacking lanes, that effort stalled. Staff has asked Caltrans to re-establish a project for metering lights but that has not occurred to date.

2. Have there been continuing conversations with Caltrans regarding use of the electronic signboard on southbound 17 in Campbell to provide real-time traffic information, such as travel time from Los Gatos to Santa Cruz, similar to the way travel times are reported on electronic signboards on northbound 17 to San Jose Airport, Milpitas, etc.?

Staff has had these discussions with Caltrans and decided against providing travel times on these signs. The reason for this is that the signs can show freeway travel time, but are not capable of showing travel times on local streets. By showing lengthy freeway travel times, staff has concerns that cut through traffic will increase.

3. What level of participation does or will Los Gatos have in planning for Measure B spending - in particular, interchange improvements at Highway 17?

Town staff is actively engaged in Measure B discussions. Programming of funds has not yet occurred, but will be happening in the next several months. The only Los Gatos interchange improvements specifically identified in Measure B are those at Highway 9. Several factors will need to be considered from the Town's perspective, including staff resources to advance Town priorities, available revenue within Measure B to fund projects, and the competitive nature of some funding areas (especially the Highways category, which is significantly oversubscribed). Measure B projects will be an important discussion at the January 31 priority setting session as well as at the February 7 Council meeting where the topic is set to be discussed in detail.

4. When does the Town anticipate beginning implementation of smart signals and signal synchronization on Highway 9? Will that be in place prior to Memorial Day 2017?

Caltrans owns and operates the Highway 9 signals and works closely with the Town to set timing. Staff had anticipated a project to upgrade Town signals with a combination of grant funds (already awarded) and traffic impact fees from the development of the North 40. The latter funds are no longer available, so this project scope needs to be modified in scope. The modified scope and project implementation will not be complete prior to Memorial Day 2017.

REMARKS (cont'd):

5. Please provide the total cost of the repavement of the 10 streets in the Almond Grove. And please give me a general dollar figure on monies spent for pavement repair and infrastructure improvement during the same period for the remainder of Los Gatos.

The total Almond Grove Street Rehabilitation project budget is approximately \$17 million, a portion of which has been spent for the Phase 1 project and design of the Phase 2 project. The Town spent \$1.6 million on street resurfacing in FY 2016/ 2017. The estimated need for street rehabilitation to maintain the current PCI of 67 is \$2 million per year and to increase the PCI to a 70 is \$3 million per year.

6. On page 4 of the staff report, funding sources for a permanent closure of Wood Road includes Traffic Impact Mitigation funds, CIP funds and potential Transportation Initiative funding from Measure B.
- a. Aren't traffic impact mitigation funds supposed to be used somewhere near the project that paid into it? For example, Jersey Mike's fees would be used to address traffic that Jersey Mike caused so it would be for infrastructure somewhere near the intersection of Union Avenue and Los Gatos-Almaden Road. If this is correct, then what funds would be available to pay for the Wood Road closure if it's not from a project but from Highway 17 overflow?

Traffic impact mitigation fees can be used for any project Townwide that mitigates traffic that results from growth through development. It does not need to be in the area of the project, as long as there is a nexus for the proposed project to mitigating growth related traffic.

- b. If we were to use CIP funds, what CIP projects would not get funded? Because it would benefit Almond Grove residents, can we defer paving Almond Grove streets to pay for Wood Road closure?

The Council could choose to unfund current CIP projects or to allocate future CIP funding to this project through the annual budget process. It is possible to defer paving Almond Grove up until the construction contract is awarded this April. Staff is not recommending funding of the full closure during this agenda item and funding will not be necessary until FY 2018/ 2019 at the earliest.

REMARKS (cont'd):

7. How should we reconcile the decisions we make with this item with the upcoming prioritization session on the 31st? For example, if the majority of the Town Council approves a permanent closure of Wood Road, would this be placed as one of the “approved projects” on the 31st and we would have discussion to see if there are other priorities that rank higher than this?

This item should be a part of the discussion on January 31. By approving the action recommended by staff, the permitting and design work towards a permanent closure will continue. By continuing efforts towards a permanent installation, the Town positions itself to justify an additional closure this coming summer in order to continue collecting data. At the Council's direction, staff will propose this additional work within the 2017/ 2018 CIP budget.

8. What if on the 31st the majority of the Town Council votes for a permanent closure of Wood Road, a PCI index of 70 and funding to make the traffic bussing program shovel ready for VTA approval? When would a budget come back to reflect these priorities, especially if it's not financially feasible? If it's not financially feasible, would we have another discussion (perhaps at budget time) to fine tune and re-prioritize?

As funding and staff resources are not available to advance all of the desired projects, the Council will need to prioritize and provide direction to staff on these priorities. This discussion will occur on January 31 and the outcome of the prioritization discussion will educate staff for budget proposals later in the year. One goal is for staff to have enough detailed information on the Council priorities to provide a recommended project list.

Attachments previously received with January 17, 2017 Staff Report:

1. Highway 17 On-Ramp Extended Closure Observations
2. Traffic Volume Data Comparison

Attachments received with this Desk Item Report:

3. Communication received between 11:01 a.m., Thursday, January 12, 2016 and 11:00 a.m., Tuesday, January 17, 2016

Traffic

1/16/2017

Mayor Marico Sayoc
Vice Mayor Rob Rennie

Dear Mr. Rennie

These are our concerns:

Having been residents and homeowners in Almond Gove for 40 years we have never been hostages in our home until this past summer and most recently during the rains. It has been either beach traffic or those returning home going south from work. We can't leave and if we do we can't get back leaving us hostages in our home. We are getting speeding traffic, road rage, garbage, and streets used as bathrooms. The apps that reroutes people have become a nightmare for both the residents and the drivers. Most people seem to take the redirection as higher wisdom when often it gets them stuck in a loop and taking longer to get home. I had a client this evening who said if had stayed with the route he would have been home in 5 hours. By trusting himself to take another route he was home in an hour and a half.

The recent impact of traffic in our neighborhood, due to the storms, prevented our daughter from getting home. She had to park her car in town last week and walk home because it was taking her so long to get home. She was forced to stay with friends the second night due to the reoccurrence of the heavy traffic. The issues were only alleviated when Massol at Hwy 9 was closed as was Tait and the entrance to Hwy 17 on ramp was closed at the post office.

Respectfully submitted,
Gary, Sue and Sarah Plep
39 Bayview Ave., Los Gatos
408 891-9737

From: Leesa Gidaro
Sent: Monday, January 16, 2017 10:41 PM
To: Marico Sayoc
Cc: Laurel Prevetti; Matt Morley
Subject: Re: Feedback on Cut Thru Traffic

Hello Marico,

Thanks so much for your service to our town (!!) and for requesting additional information.

I own a home on Tait, and we all know the impact to that street. When I purchased that home I had planned on moving there, but with the traffic as it is today I cannot imagine traveling the extra mile during summer months. Because I am concerned about property values in the Almond Grove, I plan to sell that house this Spring before the beach traffic begins.

I live in a home I own on Creffield Heights, which corners San Benito. When the downtown ramp is closed traffic increases for our area significantly - cars turn up San Mateo when they can't make it through the light at Blossom Hill and North Santa Cruz, then speed down San Benito heading for Highway 9, only to find it chained off to thru traffic, angering drivers who realize Waze and Google maps haven't noted the dead end.

Otherwise, they block the intersection at Blossom Hill and North Santa Cruz. It would be really nice to have camera's installed to ticket and fine drivers who run that light and/or block the intersection!! And (if possible) a "No Outlet" sign.

If I leave my home on a weekend I know that I won't be able to get back home until after 3:30pm, unless I am willing to spend 30 minutes traveling 2.5 miles from Highway 85/Winchester to 100 Creffield Heights.

I hope this additional information helps... thank you again for all that you're doing to attempt to mitigate this situation.

Sincerely,

Leesa Gidaro

On Jan 16, 2017, at 8:03 PM, Leesa Gidaro <leesa.gidaro@gmail.com> wrote:

Los Gatos Town Council Members

Beach Traffic has paralyzed our town for the past two summers, but I would love to give feedback on measures implemented thus far:

- Closing off the downtown Highway 17 ramp only pushes traffic to the the entrance at Highway 9. While it might be better for those in the Almond Grove district, it has only created more traffic for those along the Winchester/North Santa Cruz corridor between Lark and Highway 9. Since I own homes on both sides of Highway 9, I care about this issue and how it affects our entire town, not just Almond Grove.

- Adding cones to block off downtown streets (i.e., Massol) is helpful, however the traffic doesn't begin until 9:30am. Residents want to get our errands done early so we can get back home! Please don't put cones up at 8am! That might be a convenient time for town workers, but it is a huge inconvenience to residents who are already inconvenienced and just trying to get things done early before our town is bombarded with traffic.

Thank you for listening!

Leesa Gidaro

On Jan 16, 2017, at 7:10 PM, Mario Queiroz < wrote:

Dear Mayor Sayoc and Council Members:

My family and I own and live in our home at 128 Tait Avenue in the Almond Grove neighborhood of Los Gatos.

Before addressing the cut-through traffic project, I would like to commend the City of Los Gatos on the excellent job it did in cleaning up the city after the major storms of last week. Thank you for the excellent work!!!

Now to the main subject of this email: We saw that the topic of cut-through or beach traffic is on the agenda for tomorrow evening's (January 17) council meeting, and I would like to voice my opinion.

I vehemently support closing the on-ramp to Highway 17 Southbound for certain hours on summer weekends. I provided this input to the Town in an email on September 4, 2015, with the subject "Closure of S Santa Cruz Ave exit to Hwy 17 S." As a Google employee, with my knowledge of Waze and the technology of other traffic apps, I am convinced that the only effective way to maintain traffic in the residential neighborhoods of downtown Los Gatos at reasonable levels on days of heavy HW-17-S traffic is to close the S Santa Cruz Ave exit to HW-17. When this was done on specific weekends this past summer, there was absolutely no unusual traffic backed up on Tait Ave and other residential downtown streets.

On the weekends that the closure was not implemented, the traffic was at a standstill in front of our house and adjacent streets. Not only does this pose a dangerous situation if there is an emergency and we need an ambulance or police at our residence, but it also makes it very difficult for us to get to our house on those days. The traffic is just horrendous all over the downtown area. Our family has commitments on the weekends which require us to leave town by car, and we dread leaving the house if we know that we must face the excessive beach traffic trying to return to my residence. We should not have the burden and stress of not being able to leave our house on the weekend. Even just to go to Safeway by car is a nuisance. It also makes driving hazardous because people become impatient, drive on the wrong side of the road and make other maneuvers that pose a hazard to pedestrians and other drivers. I believe there was an incident on Tait Ave on a day of beach traffic this past summer of a vehicle hitting a pedestrian due to the conditions described in this paragraph.

On a tangentially related subject, to minimize traffic through the Almond Grove and other downtown residential streets, I request that the Town not eliminate or shorten the dedicated right hand turn lane from westbound Highway 9 to southbound N. Santa Cruz Ave when you consider the proposed new construction on that corner. Please don't do anything that will encourage drivers to use the residential streets versus N. Santa Cruz Ave. Such a change would compound the problem of growing traffic through our residential neighborhoods, especially considering the construction that will be taking place to renew the concrete streets and

sidewalks in our neighborhood.

Thank you very much for your consideration.

Sincere regards,

Mario Queiroz

[408-464-9204](tel:408-464-9204)

On Jan 16, 2017, at 6:46 PM, Martha Queiroz wrote:

Dear Mayor Sayoc and Council Members,

My family and I reside and own our home at 128 Tait Ave.

I see that the topic of cut through or beach traffic is on the agenda for tomorrow evening's council meeting and I'd like to voice my opinion.

I support closing the on-ramp to Highway 17 Southbound for certain hours over the summer weekends. When this was done on specific weekends this past summer, there was absolutely no traffic backed up on Tait Ave and other Almond Grove streets.

On the weekends that it was not done, the traffic was at a standstill in front of our house and adjacent streets. Not only does this pose a dangerous situation if there is an emergency and we need an ambulance or police at our residence, but it also makes it very very difficult for us to return to our house on those days. The traffic is just horrendous all over the downtown area. My daughter has sports and other commitments on the weekends, and I dread leaving the house if I know that I must face beach traffic trying to return to my residence. Even just to go to Safeway by car is a nuisance. It also makes driving hazardous because people become impatient, drive on the wrong side of the road and make other maneuvers that pose a hazard to pedestrians and other drivers.

Secondly, on another but related subject, to minimize traffic through the Almond Grove neighborhood, I request that you do not eliminate or shorten the dedicated right hand turn lane from westbound Highway 9 to southbound N. Santa Cruz Ave when you consider the proposed new construction on that corner. Please don't do anything that will encourage drivers to use the residential streets versus N. Santa Cruz Ave. It will be a mess, especially considering the construction that will be taking place to renew the concrete streets and sidewalks in our neighborhood.

Many thanks in advance for your consideration.

Regards,
Martha Queiroz

On Jan 16, 2017, at 4:35 PM, dane howard <wrote:

Mayor of Los Gatos & Town Council Members,

I live at 307 W. Main street (cross street Tait) downtown. We have lived downtown since 2008. We initially loved the appeal of living so close to downtown and access to restaurants and the 'charm' of the town.

Unfortunately that charm is evaporating with the amount of **cut-through traffic** in our town. Recent developments in traffic-assist mobile applications (Waze & Google Maps) allow drivers to find alternate routes to the 17 South. This has wreaked havoc on our neighborhoods and this traffic does not offer any benefits to surrounding businesses, since this is all pass-through traffic. As you are probably quite aware, this traffic peaks in the evenings and on weekends, especially during the summer.

On Jan 11th, 2017 (I will refer to it as an **Apocalyptic Evening** - where traffic was grid-locked for nearly 8 hours --> I posted about it on my social network here: <https://www.facebook.com/dane.howard/posts/10154055739525684>).

(essentially, all 3 of our cars had to be abandoned as my children and my wife and I had to ALL walk home)

Question: What will we (as a community) do about this?

I have a suggestion:

I am writing to suggest that we *permanently* close the **17 South** on-ramp, located (near) the intersection of Santa Cruz Ave. and Wood Road. ([map location](#)) - You have experimented with this solution during the summer months, but this plan was not consistent, therefore people STILL try and access the 17 south.

I am concerned for several reasons:

Safety & Response times: With streets SO grid-locked, it provides unsafe response times for our police and fire departments. For example, on the evening of Jan 11th, 2017 I witnessed a horrible automobile accident at the corner of Santa Cruz Ave and Highway 9 during the Grid-lock. (I was walking home because I had to abandon my vehicle so I could get home) -- The police were unable to respond in ANY adequate time frame. To my knowledge, this was not a life threatening accident, but the grid-lock would have jeopardized any injury in this regard.

Driver Anger and frustration - We've experienced a lot of 'out-of-towners' driving fast and in opposite lanes when they are frustrated because of the grid-lock.

Immobility of downtown residence - I speak for myself and testify to ALL of my surrounding neighbors that they are literally TRAPPED in their homes when our streets are grid-locked. Even if we are able to exit our driveways, we can leave our neighborhoods, but can NOT return to our homes because of the traffic. This causes normal errands to be cancelled and plans to be re-arranged.

I hope this issue will be addressed soon.

dane howard
307 W. Main Street
Los Gatos, CA

On Jan 16, 2017, at 4:03 PM, Cathy Weiner < wrote:

As a resident of Massol Avenue, I am asking you to continue the closure of the HWY 17 ramp on Santa Cruz Ave, but please do **NOT** close Massol Avenue off to traffic. **This solution has not been tried**, and I find that closing off my neighborhood is a hardship on my family's ability to get back into the neighborhood and prohibits us from having guests to our homes. As the public learns that HWY 17 onramp is closed, there will not be a need to close off my neighborhood, and I don't want to feel as though I'm a prisoner, afraid to leave for fear of how I'm going to get back home. I also find it disheartening that others, not living on my street, ask you to close it. It would also allow people, wanting to come to Los Gatos for shopping and lunch, to come into downtown through this back-way (which they have always done) and help the local merchants with more people coming into the downtown area.

Thank you

Cathy Weiner
Massol Avenue

On Jan 16, 2017, at 3:44 PM, valerie hopkins < wrote:

Dear Council members,

We are unable to attend the meeting tomorrow evening but I did want to have my "three minutes".

Last Thursday my personal gridlock event: 2-1/2 hrs. from Whole Foods to 136 Tait- also traffic was blocked on Tait until 9:45 when we finally went to bed. I know you have heard it all and wish that was the end of it. We do too. The upsetting thing was that I never saw a policeman trying to control traffic.

The people who live on Massol and Tait are very concerned about Memorial Day weekend and summer weekend traffic. I cannot think of another solution other than blocking those intersections at Highway 9 like last year- that was the best deterrent. My fear is that they would start to use our alleyways which are private driveways. Last year we did have a bit of traffic on Tait even though the cones were in place. I walked down to see what was happening and saw several cars cutting through the Shell station on Tait. At one point, someone moved the cones and traffic was trickling through- not a good thing and of course I replaced the cones. So I think we need more substantial items to block the two streets from 9:30am-4:00pm during the aforementioned times.

I wish I had some magical suggestion but I am sure the problem is not going to get better.

Kind regards,
Valerie Hopkins

On Jan 16, 2017, at 10:18 AM wrote:

Dear Town Council Members,

We are writing to ask your help with respect to traffic in Los Gatos and specifically with respect to the summer beach traffic. We think what has worked is closing the on-ramp to Highway 17 southbound for certain hours over summer weekends. Even though traffic cones were placed at Highway 9 to prevent cars from coming into Los Gatos, transiting cars generally ignored the cones and drove over them leading to clogged streets throughout the neighborhood.

We have seen cars speed down the wrong lane of Tait Ave to get to Main St. while there are a line of cars already waiting on Tait Ave. Because of the traffic, on a couple of occasions we could not make an appointment and had to stay home. There was one occasion where I could not get to our house in a reasonable time and had to park the car about 1 mile away from our house and walk home.

We would really appreciate your consideration of closing the on-ramp to Highway 17 during certain hours of the summer weekends.

Thank you,

Earl & Patricia Charles

On Jan 16, 2017, at 9:33 AM, Lisa Mammel <wrote:

Dear Mayor, Vice Mayor and Town Council Members –

I am writing in light of item number 11 “Cut Through Traffic Project 813-0229” on this Tuesday evening’s Town Council Agenda, to request that the Town Council implement the closure of the southbound Highway 17 ramp as an ongoing weekend solution over the period of Memorial Day through Labor Day.

I am a 20 year resident of Tait Avenue. Over the past two summers my family has experienced traffic on our street and in our neighborhood as never experienced before. The traffic caused by drivers apparently seeking a short-cut to Highway 17 South has, at times, made us “prisoners” of our own home, and has led to unsafe conditions in the neighborhood.

Trying to get out of our driveway has often entailed a real negotiation with unyielding, frustrated drivers. The traffic on Tait has, at times, even precluded us from returning home with our car; we have had to abandon it blocks away and have had to walk back to our home. Indeed, when my elderly mother was visiting last summer, I was compelled to park the car with my mother at a parking lot, walk home to fetch a wheelchair, and then go back to assist her with the wheelchair to get to our driveway and home. Even then, hot, frustrated, traffic-trapped motorists were not readily inclined to give even a few feet to let us through. Unfortunately, sitting in a car with little progress on one’s journey can make people misbehave... as evidenced by trash and food thrown out of car windows onto yards on our street.

This is not a simple issue of the quality of life or the legal right to enjoy one’s property. It pertains importantly to safety. Last summer, apparently a child pedestrian was hit on Tait by a traffic-snarled motorist. (I saw an LGPD officer attend to the accident; I did not see his police car. I wonder if he was able to get to the scene with a vehicle.) I sincerely worry about the safety of all of those in the area in the event of an emergency. Firetrucks, ambulances, emergency responders would not be able to access motorists, pedestrians, residents or properties on the jammed bumper-to-bumper streets. What would happen if there were a fire on one of the clogged streets (all too common in LG’s history)?

The traffic has also been affecting commerce in our neighborhood. One neighbor could not hold open house viewings for the sale of his property during the summer weekends, as no one could (or would) fight the traffic to see the house.

I appreciate that the Town Council has tried a few “solutions” to see what might mitigate the cut through traffic issue. Thank you. I note that the Town tried setting up cones along Highway 9 so as to stem motorists from cutting through into the Almond Grove neighborhood. Although well-intentioned, the cone solution did not work. Motorists drove over them and did not heed signage – as evidenced by the two photographs attached to this missive. The bumper-to-bumper traffic on Tait, Massol and other local streets remained an issue.

I appreciate that signs were set up to encourage motorists to access Highway 17 through the ramp off of Highway 9. Alone, I believe that they were certainly not an adequate solution. However, the closure of the ramp to Highway 17 South near the Toll House Hotel (with and without the signage) had a marked difference in the traffic through our neighborhood. On those weekends, we no longer had to abandon our cars and walk home... or calculate how long a simple errand would take (given the traffic to and from our home). If there had been a health emergency, a fire truck or ambulance could have easily negotiated the vastly reduced traffic in the Almond Grove neighborhood.

I urge you to implement the closure of the southbound Highway 17 ramp as an ongoing weekend solution over the period of Memorial Day through Labor Day. The closure hours could be from 10 am until 3 pm... at the height of the traffic, and opened thereafter.

I thank you for your good consideration, and your service on the Town Council.

Sincerely,

Lisa Mammel

On Jan 16, 2017, at 9:33 AM, Lisa Mammel <wrote:



On Jan 15, 2017, at 10:01 PM, Chris < wrote:

To Town Council Members --

We live at 33 Tait Ave and have seen many Sat and Sun afternoons over the past summer filled with bumper-to-bumper would-be beach goers lining up in front of our driveway making everyone's life miserable. Trash and food has been thrown from the traffic line into our yard and reckless drivers have endangered pedestrians on the sidewalks to get a better place in the line back to the Hwy 17 south ramp. We are tired of the hassle of an hour wasted getting back to our home after a simple trip to the store on weekend afternoons.

Therefore, I ask you to please vote for closure of the N. Santa Cruz Ave on-ramp to Highway 17 South during all summer weekend days, Memorial to Labor Days. That is the only sure way to prevent motorists from using Tait and Massol as a shortcuts that appear on their mobile phone apps when the ramp is open. Closure of Tait with cones at Hwy 9 has not been effective because our local police do not stay on our streets all afternoon to ticket and turn back the cone jumpers.

We have been on the front line of this battle with long lines of beach traffic on Tait Ave for the past year and I hope you will treat our actual experiences as the most credible and valid facts supporting a solution to the problem we face -- that is, weekend closure of the ramp to Hwy 17 South as the only viable solution, despite the minor impacts it may have on a few downtown business owners.

Thank you -- Chris Potter

From: L Force

Sent: Sunday, January 15, 2017 3:34 PM

To: Town Manager; Marico Sayoc; Rob Rennie; BSpector; Steven Leonardis

Subject: SB Hwy 17 on ramp at S Santa Cruz Avenue

Re: Requesting Permanent Closure of the South Bound Hwy17 On Ramp at S. Santa Cruz Avenue.

Dear Los Gatos Town Council,

I have been a resident and homeowner on Tait Avenue since 1993.

I truly appreciate the action the Town has taken between Memorial and Labor Day weekends to alleviate the traffic gridlock in the downtown and neighboring residential areas. I would have been supportive to continue these measures for future summers.

That being said, I now request the Town consider permanent closure of the onramp due to last weeks horrible gridlock. Inclement weather (rain/mudslides/fallen trees on Hwy 17 between Los Gatos and Santa Cruz brought the Town to a standstill.

Last week, DAY 1 GRIDLOCK lasted from 5:30pm to nearly midnight on Tait Ave moving towards W. Main Street. About SIX HOURS of idling cars, honking horns and road ragers.

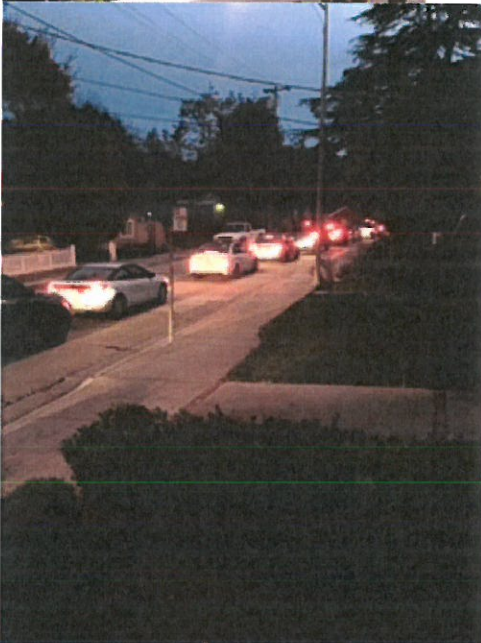
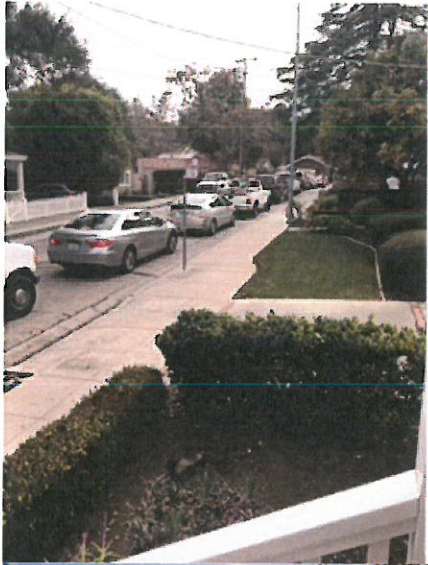
The following day, DAY 2 GRIDLOCK started at 2pm and was still bumper to bumper at 11pm, SEVEN HOURS of impatient, frustrated and tired and angry drivers.

It took TWO HOURS to drive from the Hwy85/Saratoga off ramp (Fruitvale/Hwy 9/Massol) on January 11.

The Town, residents and infrastructure cannot handle the detouring traffic. The people heading over the hill need to stay on the freeway for the benefit of all. There is no saving of time by idling on our residential streets and taking frustration out on the residents who live here.

The following photos were taken on Wednesday, January 11, 2017 at approximately 4pm, 5:30p, and 11pm.

Thank you for reading this email.



From: Mimi and Eric Carlson
Sent: Saturday, January 14, 2017 3:14 PM
To: Council
Subject: Setting Priorities

Mayor Sayoc and members of the Town Council:

Your message in the January issue of L.G. Living invited resident participation in setting priorities for the Jan. 31 meeting-- we thank you all for listening. Your existing list is a good one.

We suggest adding traffic mitigation especially regarding Highway 17 backup issues, whether caused by disasters such as a mudslide, fallen tree, accident or by just plain congestion from summertime beach traffic. The gridlock we experienced last Wednesday, Jan.11 is unacceptable. The inconvenience of not being able to get downtown to a meeting pales with the lost revenue of our local restaurants and other businesses as well as the dangerous slowing of emergency personnel. A problem on #17 shouldn't shut down Los Gatos.

We also urge you to prioritize avoiding traffic impact on Los Gatos Blvd. from any North 40 development, for example, by not allowing any residential development that would invite single family residences with school age children.

Thank you,
Mimi & Eric Carlson

From: Christine Groom
Sent: Friday, January 13, 2017 1:09 PM
To: Council; Town Manager
Cc: Christine Groom
Subject: Tuesday, Jan 17, 2017, council meeting input

Dear Town Council Members,

I'm writing because I am unable to attend the upcoming Town Council meeting to be held on Tuesday, January 17th. I wish to provide my input, regarding the discussion agenda item pertaining to Summer Traffic Proposals, by way of this email in my absence.

I am a long time resident of the unincorporated area of Los Gatos on Black Road off of Highway 17. I fully appreciate all attempts to dissuade cut through traffic through the town as it impairs the enjoyment of the town for its residents and visitors; however, as a resident, I do not appreciate the negative impact on me not being able to use the last onramp from Santa Cruz Ave. Not being able to use this onramp prevents me from going into town on all the weekends it is enforced. That is unfortunate for me, the shop owners, the farmer's market and restaurants I might have otherwise spent time and money in. I am requesting that you consider a resident pass/sticker or permit of some kind to allow those of us who live outside of the town proper to use the last onramp when it is closed for Summer. As proof of residence, perhaps providing a copy of my property tax bill may be used.

Thank you for your time and consideration of my input.

With Best Regards,
Christine G.