




MEETING DATE: 4/18/05
ITEM NO. 6

COUNCIL AGENDA REPORT

DATE: April 15, 2005

TO: MAYOR AND TOWN COUNCIL

FROM: TOWN MANAGER 

SUBJECT: ADOPT RESOLUTION APPROVING AMENDMENT OF AGREEMENT WITH CANNON DESIGN GROUP TO ADD CONSULTING SERVICES IN THE DEVELOPMENT OF RESIDENTIAL DESIGN GUIDELINES AND TO EXTEND TERM OF AGREEMENT; APPROVING A PROJECT BUDGET OF \$60,000.

RECOMMENDATION:

Adopt resolution approving amendment of agreement with Cannon Design Group to provide consulting services in the development of Residential Design Guidelines and to extend term of agreement; approving a project budget of \$60,000.

BACKGROUND:

The update of the Residential Design Guidelines (RDG's) is part of the Advanced Planning Work Plan. Once the Commercial Design Guidelines were completed, the update of the Residential/Pre-1941 Design Guidelines became the next high priority advanced planning project. The development of these RDG's is consistent with the Council's direction to provide up-to-date and comprehensive regulations to assist property owners and developers through the development review process. The scope of work, budget and schedule for updating the RDG's are being forwarded to the Council for approval.

DISCUSSION:

On March 9, 2005, the General Plan Committee discussed the scope of work and schedule to update the RDG's. The Committee forwarded the matter to Council with a recommendation for approval. The Historic Preservation Committee discussed the scope of work and schedule on April 6, 2005 and

PREPARED BY:


BUD N. LORTZ

DIRECTOR OF COMMUNITY DEVELOPMENT

Reviewed by: PS Assistant Town Manager OK Attorney _____ Clerk _____ Finance _____
_____ Community Development

Revised: 4/15/05 3:33 pm

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MAYOR AND TOWN COUNCIL

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forwarded the matter to Council with a recommendation for approval.

It is recommended that Consulting Architect, Larry Cannon of Cannon Design Group, update the RDG's. The basis for this recommendation is as follows:

- The Town is satisfied with the Commercial Design Guidelines that Cannon Design Group prepared.
- The Cannon Design Group can start working on this update immediately.
- The Cannon Design Group is familiar with and uses the existing design guidelines which will assist in the update.
- The Cannon Design Group will be intimately familiar with the proposed guidelines which will be invaluable as the consultant reviews plans for residential buildings.
- The Cannon Design Group was originally hired because the firm has the capacity and expertise to prepare design guidelines, is competitive in their costs and is capable of providing excellent guidance to project applicants. In addition, preparation of design guidelines is a specialty of the firm.

Cannon Design Group will be working as an extension of staff, with staff overseeing the process and review of the administrative draft. Staff and the Consulting Architect will be working closely with the General Plan Committee in the development of the RDG's. There will be an extensive outreach component so that input on the scope of the document and the draft document itself can be obtained from design professionals, residents and residential property owners.

The RDG's will incorporate the Pre-1941 Design Guidelines for historic structures and relevant criteria from existing Ordinances relating to Historic Districts and individual Landmark Historic Preservation properties. The Scope of Work includes the steps that will be taken to prepare the draft document. Topics that will be addressed through the update includes identification of key neighborhood characteristics, building heights and massing, and identification of common problems and issues. In addition, the update will define contributing historic structures and non-contributing historic structures. These definitions will be used to determine which applications involving an historic structure should be reviewed by the Historic Preservation Committee. Currently the Committee is reviewing all development applications involving an historic structure. Categorizing the types of historic structures and the required review process will streamline the application process and will reduce the cost of processing an application.

Staff and the Consulting Architect have developed a work schedule (Attachment 2). The General Plan and Historic Preservation Committees will be meeting monthly, and special meetings will be scheduled if needed to keep the project on track. Staff will work closely with both Committees

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MAYOR AND TOWN COUNCIL

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through each step of the process and will check in with the Council as appropriate. The time frame for preparation of the draft design guidelines is ten months. It is anticipated that the update will begin in July 2005. Based on the work activities and Historic Preservation and General Plan Committees reviews that are scheduled, the update of the draft RDG's are expected to be ready for public review in November 2005.

CONCLUSION:

The General Plan and Historic Preservation Committees reviewed the draft Scope of Work and Schedule and recommends that the Council approve the Scope of Work and Schedule for updating the RDG and incorporating the Pre-1941 Design Guidelines within this document. The Scope of Work is an exhibit to the amendment of the Agreement with the Canon Design Group which is Exhibit "A" to proposed resolution (Attachment 1). Staff also recommends selection of the Cannon Design Group to perform consulting services on the project. This would be accomplished by approval of the resolution which amends the existing agreement with the Cannon Design Group to add the additional services in developing the RDG . Because the existing agreement terminates on June 30, 2005, the resolution would also extend the term of the agreement to June 30, 2007.

ENVIRONMENTAL ASSESSMENT:

This is not a project as defined by the California Environmental Quality Act and no action is required.

FISCAL IMPACT:

The budget for the update of the Residential Guidelines is approximately \$60,000 (see Attachment 2). Funds are included in the Community Development Department operating budget and will be appropriated from the General Plan update fees.

Attachments:

1. Resolution (Includes Second Amendment of Agreement with Cannon Design Group, scope of work and project budget for development of Residential Design Guidelines).
2. Work Schedule for Residential Design Guidelines

Distribution:

Larry Cannon, Cannon Design Group, 180 Harbor Drive, Suite 219, Sausalito, CA 94965
BNL:SB

NADEV\CNCL\RPTS\2005\resscope-1.wpd

RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH CANNON DESIGN GROUP TO PERFORM SERVICES IN THE DEVELOPMENT OF RESIDENTIAL DESIGN GUIDELINES AND EXTENDING THE TERM OF THE AGREEMENT TO JUNE 30, 2007; AUTHORIZING THE MANAGER TO EXECUTE THE AMENDMENT; APPROVING A BUDGET FOR THE DEVELOPMENT OF RESIDENTIAL DESIGN GUIDELINES

WHEREAS:

- A. The update of the Residential Design Guidelines is part of the Advanced Planning Work Plan of the Community Development Department.
- B. The Town and the Cannon Design Group entered into an agreement for architectural consulting services on January 23, 2002 (Agreement 02.005), which agreement was amended June 2003 to extend the term to June 30, 2005 (Agreement 04.076), both collectively referred to hereafter as the "Agreement."
- C. The Town desires to engage the Cannon Design Group to perform consulting services in the development of proposed Residential Design Guidelines for an amount not to exceed \$60,000.
- D. The Town further desires to extend the term of the agreement with the Cannon Design Group to June 30, 2007.

RESOLVED:

- 1. The Second Amendment to the Agreement with Cannon Design Group (Exhibit "A") is hereby approved.
- 2. The Town Manager is hereby directed and authorized to execute the Second Amendment to the Agreement with Cannon Design Group.

3. A budget for the update of the Residential Design Guidelines (Exhibit "B") is hereby approved.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California held on the day of , 20 , by the following vote:

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

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SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is entered into this ____ day of _____, 200__, by and between the **Town of Los Gatos**, State of California, herein called "Town," and **Cannon Design Group**, herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an agreement for architectural consulting services on January 23, 2002 (Agreement 02.005), which agreement was amended June 2003 to extend the term to June 30, 2005 (Agreement 04.076), both collectively referred to hereafter as the "Agreement", copies of which are attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. Town desires to both extend the term of the Agreement to June 30, 2007 and to amend the Scope of Services of the Agreement to include tasks associated with the development of proposed Residential Design Guidelines, as specified in Exhibit "B," which is attached hereto and incorporated herein by this reference.

AMENDMENT

- 1. Paragraph 1 "Scope of Services" is hereby amended to add the tasks specified in Exhibit "B."
- 2. Paragraph 2 "Time of Performance" of the Agreement is hereby amended to state that the Agreement terminates on June 30, 2007.
- 3. Paragraph 6 "Compensation" is amended to add the following paragraph:

Compensation for services provided in the development of proposed Residential Design Guidelines shall not exceed \$60,000.
- 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 Agreement as of the date indicated on page one (1).

Town of Los Gatos, by:

Debra J. Figone, Town Manager
Town of Los Gatos

Recommended by:

Bud N. Lortz, Director of Community Development

ATTEST:
Town of Los Gatos, California

Marlyn Rasmussen, Clerk Administrator

Cannon Design Group

Larry Cannon AIA AICP

Approved as to Form:

Orry P. Korb, Town Attorney

AGR 04.076

IHH _____

ORD _____

REC _____

AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is entered into this 28th day of February, 2004 by _____ and between the Town of Los Gatos, State of California, herein called "Town", and Cannon Design Group, herein called "Consultant."

RECITALS

- A. Town and Consultant entered into an agreement for architectural consulting services on January 23, 2002, ("Agreement"), a copy of which is attached hereto as Attachment 1 and incorporated herein by reference.
- B. Town desires to renew the contract for period of January 24, 2003 through June 30, 2005.

AMENDMENT

1. Paragraph 2 "Time of Performance" of the Agreement is hereby amended to provide that the term of the Agreement is January 24, 2003 through June 30, 2005.
2. All other terms and conditions of the Agreement dated January 23, 2002, remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date indicated on page one (1).

Town of Los Gatos

Cannon Design Group

By: _____

Debra J. Figone

Town Manager/Executive Director

Date: 6/4/04

By: _____

Larry Cannon AIA AICP

Date: 2/26/04

Department Approval

Bud N. Lortz

Director of Community Development

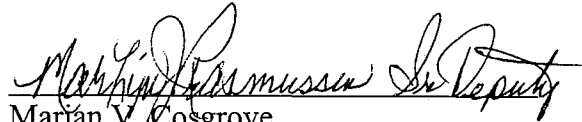
Date: 3/1/04

Attest:

Town Clerk
Los Gatos, California

ATTEST:

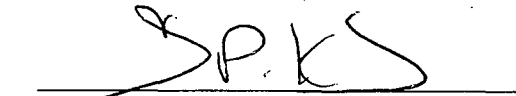
Clerk of the Town of Los Gatos
Los Gatos, California



Marian V. Cosgrove
Town Clerk

Date: 6/8/04

Approved as to Form:



Orry P. Korb
Town Attorney

Date: 6/2/04

AGREEMENT FOR ARCHITECTURAL CONSULTING SERVICES

THIS AGREEMENT is entered into this 2 day of January, ~~2002~~ 2007, by and between Town of Los Gatos, State of California, herein called "Town", and **CANNON DESIGN GROUP**, engaged in providing **ARCHITECTURAL** consulting services herein called "Consultant". 2007-5

RECITALS

- A. Town is considering undertaking activities to **PROVIDE ARCHITECTURAL CONSULTING SERVICES FOR THE TOWN OF LOS GATOS.**
- B. Town desires to engage CANNON DESIGN GROUP to provide consulting services to **REVIEW AND CRITIQUE ARCHITECTURE FOR PROPOSED DEVELOPMENT PROJECTS; PROVIDE WRITTEN COMMENTS TO THE COMMUNITY DEVELOPMENT DEPARTMENT; PROVIDE TECHNICAL ASSISTANCE ON UPDATES OF THE TOWN'S DESIGN GUIDELINES AND ATTEND PUBLIC MEETINGS AS NEEDED** because of Consultant's experience and qualifications to perform the desired work.
- C. Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. Consultant shall provide the services listed in the Consultant's Scope of Work, attached hereto as Exhibit "A" and by this reference incorporated herein, and the services listed below.

Administrative Duties

- I. When needed by Town, review and critique the architecture of addition/remodels or new buildings that are part of proposed development and redevelopment projects, including evaluation of architectural plans; site visits; consulting with project planners, the Director of Community Development and/or design professionals as needed; review for compliance with applicable design standards and guidelines, specific plans and the General Plan, and submission of written comments to the Town prior to applicable staff or DRC meetings (typically a 10 day turnaround).
- II. When needed by Town, work on special studies or projects including but not limited to: updating the Town's design standards and guidelines, preparation of a checklist for content of architectural elevations for application packets, and assistance with

- preparation/revision of hillside design guidelines.
- III. When needed by Town, conduct field investigations, studies, and prepare reports related to architectural design, and develop appropriate conditions of approval.
 - IV. When needed by Town, assist in the establishment and subsequent modification of Town's design standards and guidelines, policies, and development fees.
 - V. When needed by Town, attend meetings with Town staff, public officials, community leaders, developers, design professionals and the general public.
 - VI. When needed by Town, advise, support and assist Town departments, committees, commissions, and Town Council. In addition, act as a liaison between Town and Federal, State, and Regional agencies.
 - VII. When needed by Town, attend Town Council, Planning Commission, and special study session meetings when architectural review processes, policies or issues or design guidelines revisions are being considered.
 - VIII. As requested by Town, provide copies of draft and final draft work products of reports and studies prepared for Town. Consultant shall provide electronic file copies of these documents as needed.

Other miscellaneous services

- IX. Town may occasionally have the need for other services not specifically listed in this document that the consultant has the necessary experience and capabilities to provide. Town or Redevelopment Agency may authorize consultant to perform such selected services on an as-needed basis.
2. Time of Performance. The services of Consultant are for a fixed one year period that will commence upon the execution of the contract. Town retains the option with the mutual consent of Town Manager and Consultant to renew the contract for a maximum of three optional years. Should Town not renew a contract, the award and authorization of the contract shall automatically expire. Town shall give Consultant at least 30 days notice, prior to the cancellation or expiration of the contract.
3. Compliance with Laws. Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant 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 for Consultant to practice its profession. Consultant

shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of Town of Los Gatos.

4. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
5. Information/Report Handling. All documents furnished to Consultant by Town and all reports and supportive data prepared by Consultant under this Agreement are Town's property and shall be delivered to Town upon the completion of Consultant's services or at Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by Town to the public, and Consultant shall not make any of these documents or information available to any individual or organization not employed by Consultant or Town without the written consent of Town before such release. Town acknowledges that the reports to be prepared by Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
6. Compensation. Compensation for Consultant's professional services shall be based upon Town approval of each task as noted in the Scope of Services. Compensation for each task shall not exceed the amount per task noted in Consultant's Schedule of Charges (attached hereto as Exhibit "B" and incorporated by reference herein).

Billing shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Billing invoices submitted for payment must reference Town Purchase Order Number, and if applicable, the appropriate project address and Town Application Number (e.g. 290 Wooded View Drive/S-00-84). 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.

Only one (1) purchase order number per invoice will be accepted. All invoices and statements shall reference Town's purchase order number and be addressed as follows:

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

Statements: Town of Los Gatos

Attn: Sandy Ortiz
P.O. Box 655
Los Gatos, CA 95031

7. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of Town at Consultant's offices during business hours upon written request of Town.
8. Project Manager. The Project Manager for Consultant for the work under this Agreement shall be Larry Cannon, AIA, AICP.
9. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to Consultant. No portion of these services shall be assigned or subcontracted without the written consent of Town.
10. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To Town: Bud N. Lortz
 Director of Community Development
 Town of Los Gatos
 110 E. Main Street
 Los Gatos, CA 95030

· Fax: (408) 354-7593
Phone: (408) 354-6874
E-mail: blortz@town.los-gatos.ca.us

To Consultant: Larry Cannon AIA AICP
 Cannon Design Group
 180 Harbor Drive, Suite 219
 Sausalito, CA 94965

Fax: (415) 331-3797
Phone: (415) 331-3795
E-mail: cdgplan@pacbell.net

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

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an

agent or employee of 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, Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to Town. Consultant has and shall not obtain any holding or interest within Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of Staff or management of Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of 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 Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at Town's sole discretion, sever any such employment relationship.
13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
14. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by Town before work commences.

B. General Liability:

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

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

D. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to Town before beginning services under this Agreement. Further,

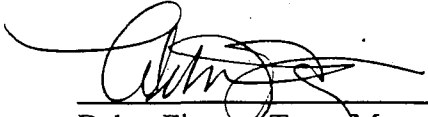
Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.


15. Indemnification. Consultant shall save, keep and hold harmless indemnify and defend 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 Consultant, or any of Consultant's officers, employees, or agents or any sub-consultant.
16. 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.
17. 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.
18. Termination of Agreement. Town and Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, Consultant shall deliver to Town all plans, files, documents, reports, performed to date by Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to Town bears to completed services contemplated under this Agreement pursuant to the noted Scope of Services and Exhibit A hereto, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by Town and Consultant.
20. 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.
21. Entire Agreement. This Agreement, including Exhibits A & B, constitutes the complete and exclusive statement of the Agreement between Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, Town and Consultant have executed this Agreement as of the date indicated on page one (1).

Town of Los Gatos

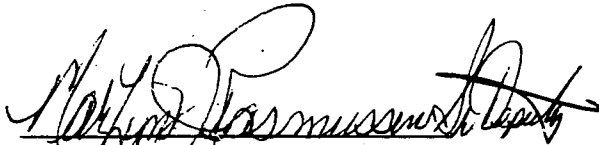
Consultant:


Debra Figone, Town Manager
Town of Los Gatos

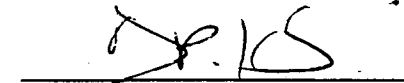

Larry Cannon, AIA AICP
Cannon Design Group

ATTEST:

Clerk of Town of Los Gatos,
Los Gatos, California


Marian W. Cosgrove, Town Clerk

Approved as to Form:


Onry P. Korb, Town Attorney

PROJECT APPROACH

Peer review can be a sensitive undertaking. Jokingly, I have often likened the process to that often seen on the bumper sticker:

Never try to teach a pig how to sing - it is a waste of your time and it annoys the pig.

While design review can often be challenging, it is, of course, never a waste of time. It does, however, have the potential to annoy a number of people including applicants, their design professionals, and neighbors of projects who are unable to achieve all of the mitigation measures or design changes they might desire. In addition, applicants are frequently respected members of the community with a long history in the Town's growth and change.

The challenge is in working in a respectful and non-judgmental way on each project to achieve the best result possible for the Town while accommodating as much as possible the applicant's reasonable goals. This requires some careful listening, mutual respect for a variety of opinions, and a commitment to seek fresh solutions.

The problems that show up most frequently include the following:

- Land prices that require more development on a parcel than is consistent with the scale of the surrounding area.
- Residential applicants determined to build as large a home as possible for resale value.
- Applicants who put a lot of time, emotional energy, and dollars into a project design before getting adequate feedback from the staff and from the review and approval bodies.
- Developers who do not allow their design professionals an opportunity to explore an adequate number of planning and design approaches to difficult sites.
- Design professionals who lock into a design very early, and have a difficult time in putting any fresh thought into potential alternative solutions.
- Planning and design approaches that optimize internal function, economic return, or owner desires, but that fail to adequately take into account the context of the site and the expectations of the immediate neighbors and the community at large.

The approach to peer review differs in each community in which CDG provides those services. In some, reviews are made and advice given to staff with infrequent or no contact with the applicant. In others, CDG is charged with the responsibility of resolving all design issues before the project will be scheduled for hearing.

Suggested Approach

The following approach is one that has seemed to work well.

1. An initial meeting including the architectural consultant, Town staff, the applicant and their design professionals to discuss the site, program and initial design concepts.
This is an optional step and depends on the complexity of the project and the sensitivity of the project in its neighborhood context.
2. A reconnaissance of the site and, where appropriate, assembly of contextual photographs.
This may also be an optional task. In Cupertino, I visit the site only for very sensitive projects, or for sites that have unique characteristics.
3. A discussion between staff and the architectural consultant to identify any special issues or concerns.
4. Preliminary review of the project with a summary letter to staff identifying planning and design issues. When appropriate, I prepare overlay diagrams to suggest one or more alternative approaches to resolving individual concerns. I try to limit these to conceptual ideas, but in some cases, my city clients have asked for more specific recommendations when there is doubt concerning the architect's ability or commitment to deliver a satisfactory solution.
Some examples of these review letters follow this page.
5. The next step is variable. Normally, staff forwards the letter along with any additional comments to the applicant for review and revisions to the design. Sometimes it has been appropriate to have a meeting/work session with the applicant to discuss the concerns and perhaps reach some preliminary agreement as to direction.
6. In many cases, my clients have instructed the applicant's architect, with the applicant's concurrence, to work directly with me to resolve design issues and find acceptable solutions. This has been done through fax exchange of drawings, telephone conversations and direct meetings where necessary. In all cases, I have kept the city staff informed. This is up to the Town, and is obviously a matter of city staff and their planning commissions developing a level of trust in my judgement, but when it has been utilized it has substantially reduced the number of meetings and design iterations.

Exhibit A

ESTIMATED HOURS AND FEES

Hours and fees for similar CDG services in other communities have varied widely, and depend on the complexity of the project, the skill of the applicant's design professionals, and the willingness of the applicant to work cooperatively with the Town.

Recent review assignments have ranged from less than \$500 to around \$5,500. Most that involve site reconnaissance and meetings with applicants have been between \$1,500 and \$2,500. Projects above the \$3,000 level have usually been ones in which the applicant's design professionals have not adequately responded to comments in the view of staff or the Planning Commission. These have required additional meetings and, in some cases, the preparation of suggested design changes in graphic form.

CDG charges \$120 per hour for Larry Cannon's time plus expenses at cost plus 15%.

A typical meeting would cost about \$500 including travel time and expenses.

The following is what I would believe to be a reasonable budget, including travel time and expenses, for a project requiring some significant review.

1. Preliminary submittal familiarity review	1 hour	\$ 120.00
2. Site reconnaissance, meeting with applicant, and discussion with staff	4 hours	\$ 480.00
3. Preliminary review and summary letter	4 hours	\$ 480.00
4. Follow up meeting with staff and applicant (Optional)	4 hours	\$ 480.00
5. Resubmittal review and letter	2 hours	\$ 240.00
6. Attendance at one public meeting (Optional)	4 hours	\$ 480.00
Personnel totals	16 hours	\$ 2,280.00
Expenses (3 trips)		\$ 135.00
Estimated Total		\$ 2,415.00

*Estimated Total excluding optional items
(1 trip for site reconnaissance)* \$ 1,355.00

**Residential Design Guidelines
Work Scope Outline
March 31, 2005**

1. CURRENT CONDITIONS EVALUATION

1.1 Existing Town Standards and Guidelines Review

- General Plan
- Residential Design Guidelines
- Pre-1941 Design Guidelines
- Almond Grove Historic District Ordinance
- Broadway Historic District Ordinance
- Edelen-University Avenue Historic District Ordinance
- Fairview Plaza Historic District Ordinance
- Individual LHP properties Ordinance

1.2 Key Neighborhoods Identification

- Staff reconnaissance
- Key neighborhoods characteristics descriptions

1.3 Photographic Inventory

- Staff reconnaissance
- Photographic inventory of neighborhood, site planning and structures

1.4 Planning and Design Characteristics Identification

- Written and graphic summary including:
 - Setbacks
 - Parking
 - Front setback paving and landscaping
 - Architectural Styles
 - Building heights and massing
 - Home entries
 - Door and window types
 - Accessory structures
 - Materials and colors
 - Architectural details

1.5 Common Problems Identification

- Written and graphic summary based on photographic inventory and past specific project review experience

1.6 Issues Identification

- Written and graphic summary including:
 - Definition of a neighborhood and neighborhood compatibility
 - Criteria of excellence in design.
 - Architectural styles and elements
 - Energy conservation building techniques (e.g. thermal glazing, passive and active

heating and cooling

- Building setbacks, colors, materials, and architectural styles
- Chimneys/cantilevered chimneys
- Privacy
- Use of architectural copper (nonpoint source concerns)
- When are second story additions appropriate?
- Pavement in front setback (e.g. circular driveways)
- When is it appropriate to require street frontage improvements?
- Walls, fences, arbors and other landscape features
- Exterior lighting
- Garages and detached accessory structures
- Determination on when architectural review is required for additions and modifications
- Streamlining of review process and special design guidelines for historic structures
- Reevaluate Community Development Policy regarding additions to residences within one year of occupancy for a residence that was granted Architecture and Site approval.
- Reevaluate attic policy regarding upgrading an attic space to accommodate a future second story.

1.7 Historic Districts Classifications Confirmation

- Definitions for:
 - Historic Structures
 - Contributing Structures
 - Non-Contributing Structures
- HPC Reconnaissance of current classifications in the Historic Districts

1.8 HPC/Staff Field Reconnaissance

- Common Problems and Key Issues Identification

2. DESIGN GUIDELINES FRAMEWORK

2.1 Basic Planning and Design Principles Identification (General Town-wide)

- Community Expectations
- Neighborhood Compatibility
- Site Planning
- Architectural
- Landscaping
- Energy Conservation and Sustainability

2.2 Principles Identification Unique to Specific Neighborhoods and Historic Districts

- Neighborhood Compatibility
- Site Planning

- Architectural
- Landscaping

2.3 Major Design Guidelines

- Site Planning
- Architectural
- Landscaping
- Other

2.4 Design Guidelines Document Organization and Format

- Table of Contents
- Extent of guidelines
- Graphics types

3. PRELIMINARY DESIGN GUIDELINES

3.1 Expanded Design Guidelines

- Site Planning
- Parking
- Landscaping
- Privacy
- Building Form and Massing
- Second Floor Additions
- Accessory and Second Unit Structures
- Doors and Windows
- Materials and Colors
- Architectural Details
- Energy Conservation and Sustainability

3.2 Community Outreach

- Public meeting(s) to present and discuss Preliminary Design Guidelines
- Focus meeting(s) to address concerns of special groups

3.3 Expanded Design Guidelines Refinement

- Detailed design guidelines and graphics for:
 - Site Planning
 - Architectural
 - Landscaping
 - Other

4. DESIGN GUIDELINES DRAFT DOCUMENT

4.1 Administrative Draft Design Guidelines

4.2 Administrative Draft #2 Design Guidelines

4.3 Public Review Draft Design Guidelines

5. PUBLIC REVIEW AND ADOPTION

5.1 Planning Commission Public Hearing(s)

5.2 Town Council Public Hearing(s)

5.3 Final Design Guidelines

MEETINGS

GENERAL PLAN COMMITTEE MEETINGS

Meeting #1

1. Scope of Work discussion
2. General discussion of neighborhoods and issues
3. Discussion of Current Guidelines

Meeting #2

1. Town Existing Standards and Guidelines discussion
2. Key neighborhoods discussion
3. Common Problems Discussion

Meeting #3

1. Issues identification

Meeting #4

1. Community Expectations discussion
2. Basic Planning and Design Principles discussion

Meeting #5

1. Major Design Guidelines review and discussion
2. Design Guidelines Document Organization and Format discussion

Meeting #6

1. Expanded Design Guidelines discussion

Meeting #7

1. Expanded Design Guidelines discussion

Meeting #8

1. Community Input discussion
2. Refined Design Guidelines discussion

Meeting #9

1. Administrative Draft Design Guidelines discussion

Meeting #10

1. Administrative Draft #2 Design Guidelines discussion

Meeting #11

1. Public Review Draft Design Guidelines discussion and recommendations to Planning Commission

HISTORIC PRESERVATION COMMITTEE MEETINGS

Meeting #1

1. Scope of Work discussion
2. Discussion of Current Historic Districts and District Ordinances and Guidelines
3. Common Problems Discussion
4. Scheduling of walking tour reconnaissance for HPC and staff

Meeting #2

1. Contributing and Non-contributing Structures discussion
2. Special Issues Discussion to include:
 - Contributing historic structures
 - Noncontributing historic structures
 - Relocation of identified contributing structures from Historic District Ordinances to the Design Guidelines.
 - Reevaluate if contributing structures are still applicable.
 - Bay windows (different types and when are they appropriate)
 - Porch enclosures and other porch alterations
 - Skylights
 - Are garden windows appropriate?
 - More defined building materials and when their use is appropriate (brick colors and types, types of cultured stone, clad windows, etc)
 - Sunrooms
 - Existing historic walls and fences
 - Proposed walls/fences
 - Arbors and porte cocheres
 - Garage door styles and material
 - Solar panels for sites that have an individual LHP overlay zone, or are a contributor to an historic district

Meeting #3

1. Continuation of Special Issues discussion

Meeting #4

1. Community Expectations discussion
2. Basic Planning and Design Principles discussion

Meeting #5

1. Major Design Guidelines review and discussion
2. Design Guidelines Organization and format discussion

Meeting #6

1. Expanded Design Guidelines discussion

Meeting #7

1. Expanded Design Guidelines discussion

Meeting #8

1. Community Input discussion
2. Expanded Design Guidelines discussion

Meeting #9

1. Administrative Draft Design Guidelines discussion

Meeting #10

1. Administrative Draft #2 Design Guidelines discussion

Meeting #11

1. Public Review Draft Design Guidelines discussion and recommendations to Planning Commission

LOS GATOS RESIDENTIAL DESIGN GUIDELINES

08-Apr-05

\$ 120

2%

TASK	LC	\$	EXP.	CDG TOTAL	CUMM
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CURRENT CONDITIONS EVALUATION					
Town Standards and Guidelines Review	4	\$ 480	\$ 10	\$ 490	
Key Neighborhoods Identification (Reconnaissance with staff)	8	\$ 960	\$ 19	\$ 979	
Photographic Inventory	16	\$ 1,920	\$ 38	\$ 1,958	
Planning and Design Characteristics Identification	16	\$ 1,920	\$ 38	\$ 1,958	
Common Problems Identification	8	\$ 960	\$ 19	\$ 979	
Issues Identification	8	\$ 960	\$ 19	\$ 979	
General Residential Design Guidelines Time Subtotal	60	\$ 7,200	\$ 143	\$ 7,343	
Historic Districts Classifications Confirmation (Primarily HPC's responsibility)	2	\$ 240	\$ 5	\$ 245	
Special Historic Districts Issues Identification	4	\$ 480	\$ 10	\$ 490	
HPC/Staff Field Reconnaissance	4	\$ 480	\$ 10	\$ 490	
Historic Districts Design Guidelines Time Subtotal	10	\$ 1,200	\$ 25	\$ 1,225	
GPC Meetings - 3 meetings -(including prep time)	24	\$ 2,880	\$ 58	\$ 2,938	
HPC Meetings - 3 meetings - (including prep time)	24	\$ 2,880	\$ 58	\$ 2,938	
Meetings Subtotal	48	\$ 5,760	\$ 116	\$ 5,876	
GPC Meetings Minutes	9	\$ 1,080	\$ 22	\$ 1,102	
HPC Meetings Minutes	9	\$ 1,080	\$ 22	\$ 1,102	
Meetings Minutes Subtotal	18	\$ 2,160	\$ 44	\$ 2,204	
SUBTOTAL	136	\$ 16,320	\$ 328	\$ 16,648	\$ 16,648

DESIGN GUIDELINES FRAMEWORK					
Community Expectations	4	\$ 480	\$ 10	\$ 490	
Basic Planning and Design Principles	8	\$ 960	\$ 19	\$ 979	
Principles ID unique to Specific Neighborhoods	8	\$ 960	\$ 19	\$ 979	
Major Design Guidelines	24	\$ 2,880	\$ 58	\$ 2,938	
Design Guidelines Structure/Format	4	\$ 480	\$ 10	\$ 490	
General Residential Design Guidelines Time Subtotal	48	\$ 5,760	\$ 116	\$ 5,876	
Historic Districts Basic Planning and Design Principles	8	\$ 960	\$ 19	\$ 979	
Historic Districts Major District and Town-wide Design Guidelines	8	\$ 960	\$ 19	\$ 979	
Historic Districts Design Guidelines Structure/Format	2	\$ 240	\$ 5	\$ 245	
Historic Districts Design Guidelines Time Subtotal	18	\$ 2,160	\$ 43	\$ 2,203	
GPC Meetings - 2 meetings - (including prep time)	16	\$ 1,920	\$ 38	\$ 1,958	
HPC Meetings - 1 meeting - (including prep time)	8	\$ 960	\$ 19	\$ 979	
Meetings Subtotal	24	\$ 2,880	\$ 57	\$ 2,937	
GPC Meetings Minutes	6	\$ 720	\$ 14	\$ 734	
HPC Meetings Minutes	3	\$ 360	\$ 7	\$ 367	
Meetings Minutes Subtotal	9	\$ 1,080	\$ 21	\$ 1,101	
SUBTOTAL	99	\$ 11,880	\$ 237	\$ 12,117	\$ 28,765

PRELIMINARY DESIGN GUIDELINES					
Expanded Design Guidelines	40	\$ 4,800	\$ 96	\$ 4,896	
Committees Review (in addition to actual meetings below)	6	\$ 720	\$ 14	\$ 734	
Community Input Outreach	4	\$ 480	\$ 10	\$ 490	
Expanded Design Guidelines Refinement	8	\$ 960	\$ 19	\$ 979	
General Residential Design Guidelines Time Subtotal	58	\$ 6,960	\$ 139	\$ 7,099	
Expanded Historic Districts Design Guidelines	24	\$ 2,880	\$ 58	\$ 2,938	
HPC Review and Districts Residents' Feedback (in addition to actual meetings)	4	\$ 480	\$ 10	\$ 490	
Expanded Historic Districts Design Guidelines Refinement	8	\$ 960	\$ 19	\$ 979	
Historic Districts Design Guidelines Time Subtotal	36	\$ 4,320	\$ 87	\$ 4,407	
GPC Meetings - 3 meetings - (including prep time)	24	\$ 2,880	\$ 58	\$ 2,938	
HPC Meetings - 2 meetings - (including prep time)	16	\$ 1,920	\$ 38	\$ 1,958	
Meetings Subtotal	40	\$ 4,800	\$ 96	\$ 4,896	
GPC Meetings Minutes	9	\$ 1,080	\$ 22	\$ 1,102	
HPC Meetings Minutes	6	\$ 720	\$ 14	\$ 734	
Meetings Minutes Subtotal	15	\$ 1,800	\$ 36	\$ 1,836	
SUBTOTAL	149	\$ 17,880	\$ 358	\$ 18,238	\$ 47,003

DESIGN GUIDELINES DRAFT DOCUMENT					
Administrative Draft Design Guidelines	40	\$ 4,800	\$ 96	\$ 4,896	
Committees Review (in addition to actual meetings below)	6	\$ 720	\$ 14	\$ 734	
Administrative Draft #2 Design Guidelines	10	\$ 1,200	\$ 24	\$ 1,224	
Public Review Draft Design Guidelines	8	\$ 960	\$ 19	\$ 979	
General Residential Design Guidelines Time Subtotal	64	\$ 7,680	\$ 153	\$ 7,833	
HPC Administrative Draft Design Guidelines	16	\$ 1,920	\$ 38	\$ 1,958	
HPC Review (in addition to actual meetings below)	4	\$ 480	\$ 10	\$ 490	
Historic Districts Design Guidelines Time Subtotal	20	\$ 2,400	\$ 48	\$ 2,448	
GPC Meetings - 1 meeting - (including prep time)	8	\$ 960	\$ 19	\$ 979	
HPC Meetings - 1 meeting - (including prep time)	8	\$ 960	\$ 19	\$ 979	
Meetings Subtotal	16	\$ 1,920	\$ 38	\$ 1,958	
GPC Meetings Minutes	3	\$ 360	\$ 7	\$ 367	
HPC Meetings Minutes	3	\$ 360	\$ 7	\$ 367	
Meetings Minutes Subtotal	6	\$ 720	\$ 14	\$ 734	
SUBTOTAL	106	\$ 12,720	\$ 253	\$ 12,973	\$ 59,976
TOTALS	490	\$ 58,800	\$ 1,176	\$ 59,976	

SUMMARY	Hours	\$	EXP.	CDG TOTAL
Time - General Residential Design Guidelines	230	\$ 27,600	\$ 551	\$ 28,151
Time - Historic Districts Residential Design Guidelines	84	\$ 10,080	\$ 203	\$ 10,283
Time: General Residential Design Guidelines - Totals	314	\$ 37,680	\$ 754	\$ 38,434
Meetings - General Residential Design Guidelines	72	\$ 8,640	\$ 173	\$ 8,813
Meetings - Historic Districts Design Guidelines	56	\$ 6,720	\$ 134	\$ 6,854
Meetings: Historic Districts Design Guidelines - Totals	128	\$ 15,360	\$ 307	\$ 15,667
Meeting Minutes - General Residential Design Guidelines	27	3240	65	3305
Meeting Minutes - Historic Districts Design Guidelines	21	2520	50	2570
Meeting Minutes: Historic Districts Design Guidelines - Totals	48	\$ 5,760	\$ 115	\$ 5,875
TOTALS	490	\$ 58,800	\$ 1,176	\$ 59,976

Month 1	2	3	4	5	6	7	8	9	10	11	12	
CURRENT CONDITIONS EVALUATION <ul style="list-style-type: none">• Town Standards and Guidelines Review• Key Neighborhoods Identification• Photographic Inventory• Planning and Design Characteristics Identification• Common Problems Identification• Issues Identification		DESIGN GUIDELINES FRAMEWORK <ul style="list-style-type: none">• Community Expectations• Basic Planning and Design Principles• Principles Identification Unique to Specific Neighborhoods• Major Design Guidelines• Design Guidelines Structure/Format		PRELIMINARY DESIGN GUIDELINES <ul style="list-style-type: none">• Expanded Design Guidelines• Committees Review• Community Input Outreach• Expanded Design Guidelines Refinement			DESIGN GUIDELINES DRAFT DOCUMENT <ul style="list-style-type: none">• Administrative Draft Design Guidelines• Committees Review• Administrative Draft #2 Design Guidelines• Public Review Draft Design Guidelines		PUBLIC REVIEW AND ADOPTION <ul style="list-style-type: none">• Planning Commission Public Hearings• Draft Design Guidelines Revisions for Final Review• Town Council Public Hearings• Town Council Adoption• Final Design Guidelines Document Preparation and Printing			
HISTORIC DISTRICTS <ul style="list-style-type: none">• Historic Districts Classifications Confirmation• Special Issues Identification• HPC/Staff Field Reconnaissance		HISTORIC DISTRICTS <ul style="list-style-type: none">• Basic Planning and Design Principles• Major District and Town-wide Design Guidelines• Design Guidelines Structure/Format		HISTORIC DISTRICTS <ul style="list-style-type: none">• Expanded Historic Districts Design Guidelines• HPC Review and Districts Residents' Feedback• Expanded Design Guidelines Refinement			HISTORIC DISTRICTS <ul style="list-style-type: none">• HPC Administrative Drafts Review• HPC Recommendations to Planning Commission		HISTORIC DISTRICTS <ul style="list-style-type: none">• Draft Revisions to Current Ordinances and Guidelines <i>(if necessary)</i>			
GPC ● 1	GPC ● 2	GPC ● 3	GPC ● 4	GPC ● 5	GPC ● 6	GPC ● 7	GPC ● 8	GPC ● 9	GPC ● 10	GPC ● 11	Planning Commission ■	Town Council ◆ If needed
HPC ● 1	HPC ● 2	HPC ● 3	HPC ● 4	HPC ● 5	HPC ● 6	HPC ● 7	HPC ● 8	HPC ● 9	HPC ● 10	HPC ● 11		

Preliminary Schedule

April 8, 2005

Town of Los Gatos Residential Design Guidelines