

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MARCH 17, 2026  
110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
7:00 PM**

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

**IMPORTANT NOTICE**

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). You may watch the Council meeting without providing public comment on Comcast cable channel 15 or at [www.LosGatosCA.gov/TownYouTube](http://www.LosGatosCA.gov/TownYouTube). Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

**To watch and participate via Zoom, please go to:**

<https://logatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpjaxYoK.1>

Enter Passcode: 577971

**CALL MEETING TO ORDER**

**ROLL CALL**

**PRESENTATIONS**

- i. Small Business Recognition
- ii. Resident Recognition
- iii. American Red Cross Proclamation

**PLEDGE OF ALLEGIANCE**

**CONSENT ITEMS** *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

- 1. Approve the Minutes of the March 3, 2026, Closed Session Town Council Meeting.**  
RECOMMENDATION: Approve the Minutes of the March 3, 2026, Closed Session Town Council Meeting.
  
- 2. Approve the Minutes of the March 3, 2026, Town Council Meeting.**  
RECOMMENDATION: Approve the Minutes of the March 3, 2026, Town Council Meeting.
  
- 3. Receive the Monthly Financial and Investment Report for January 2026.**  
RECOMMENDATION: Receive the Monthly Financial and Investment Reports for January 2026.
  
- 4. Accept the Annual Progress Report for the General Plan and Housing Element Implementation.**  
RECOMMENDATION: Accept the Annual Progress Report for the General Plan and Housing Element implementation.
  
- 5. Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project Located at 50 Los Gatos-Saratoga Road), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented.**  
RECOMMENDATION: Adopt a resolution approving the final map for Tract Number 10657 (Solana Project located at 50 Los Gatos-Saratoga Road), accepting the dedications, and approving and authorizing the Town Manager to execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement, in substantially the form presented.
  
- 6. Approve the 2026 Community Health and Senior Services (CHSSC) Work Plan.**  
RECOMMENDATION: Approve the 2026 CHSSC work plan.
  
- 7. Adopt a Resolution Confirming Action Only Minutes and Modifying the Minute Format.**  
RECOMMENDATION: Adopt a resolution confirming the use of action-only minutes and modifying the current practice for public comment documentation.

**VERBAL COMMUNICATIONS** *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. Town resources may not be used to facilitate audio or visual presentations. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

**OTHER BUSINESS** *(Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

**8. Review and Provide Input on a Comprehensive Framework and Workplan for the Town’s Multi-Year Capital Improvement Program.**

**RECOMMENDATION:** Receive a report on the workplan to develop a multi-year Capital Improvement Program; and provide input on the workplan and elements of the Capital Improvement Program.

**COUNCIL MATTERS** *(Members of the public who wish to speak on matters listed under Council Matters may do so under Verbal Communications.)*

**a. Consider the Mayor's Request to Place a Diversity, Equity, and Inclusion (DEI) Commission Recommendation Regarding a Proposed “Hand[Righting] the Constitution” Project on a Future Agenda for Future Action.**

**RECOMMENDATION:** Discuss the Mayor's request to place a DEI Commission recommendation regarding a proposed project entitled “Hand[Righting] the Constitution” on a future Town Council agenda for future action.

**MANAGER MATTERS**

**ATTORNEY MATTERS AND CLOSED SESSION REPORT**

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

**ADA NOTICE** - In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the Clerk’s Office at (408) 354-6834. Please notify the Clerk’s Office at least two (2) business days prior to the meeting so that reasonable arrangements can be made to ensure accessibility in compliance with 28 CFR §35.102-35.104 and related provisions.

**NOTICE REGARDING SUPPLEMENTAL MATERIALS** - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk’s Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town’s website at [www.losgatosca.gov](http://www.losgatosca.gov). Town Council agendas and related materials can be viewed online at <https://losgatos-ca.municodemeetings.com/>.

**HOW TO PARTICIPATE**

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.

The public is welcome to provide oral comments in real-time during the meeting in three ways:

- **Zoom Webinar (Online):** To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: <https://losgatosca.gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpJxYoK.1> Passcode: **577971**. You can also type in **867 3036 3468** in the “Join a Meeting” page on the Zoom website at [www.zoom.us](http://www.zoom.us) and use passcode **577971**. When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom.
- **Telephone:** To participate by phone please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use Meeting ID: **867 3036 3468**. When the Mayor announces the item for which you wish to speak, press \*9 on your telephone keypad to raise your hand.
- **In-Person:** Please complete a “speaker’s card” located on the back of the chamber benches and submit it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

**NOTES:** Comments will be limited to three (3) minutes or less at the Mayor’s discretion. If you are unable to participate in real-time, you may email to [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment).

Deadlines to submit written comments are:

- 3:00 p.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 3:00 p.m. the Friday and Monday before the Council meeting for inclusion in an addendum.
- 11:00 a.m. the day of the Council meeting for inclusion in a desk item.



**TOWN OF LOS GATOS  
COUNCIL CLOSED SESSION MINUTES**

MEETING DATE: 03/17/2026

ITEM NO. 1.

ITEM NO: 1

**DRAFT  
Minutes of the Town Council Special Meeting – Closed Session  
Tuesday, March 3, 2026**

The Town Council of the Town of Los Gatos conducted a special meeting in person to hold a Closed Session.

**MEETING CALLED TO ORDER AT APPROXIMATELY 5:18 P.M.**

**ROLL CALL**

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Matthew Hudes, and Council Member Rob Rennie.

Absent: None.

**VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)**

No one spoke.

Mayor Moore announced the closed session titles as listed on the agenda.

**THE TOWN COUNCIL MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9)  
Case Name: Town of Los Gatos v. Arya Properties, LLC et al  
Santa Clara County Superior Court Case Number: 25CV462276

There was no reportable action.

**ADJOURNMENT**

The meeting adjourned at approximately 6:16 p.m.

Attest:

Submitted by:

\_\_\_\_\_  
Keara Johnson, Deputy Town Clerk

\_\_\_\_\_  
Chris Constantin, Town Manager



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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, March 3, 2026**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

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

**ROLL CALL**

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Rob Rennie, Council Member Matthew Hudes.

Absent: None.

**PLEDGE OF ALLEGIANCE**

Remy Strauss, Emma O'Reilly, Eva Zanotto, and Mila Zanotto led the Pledge of Allegiance. The audience was invited to participate.

Mayor Moore announced that Verbal Communication will be taken before the Other Business Item.

Mayor Moore announced that item three listed on the agenda is being removed and will be rescheduled for a future meeting.

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

1. Approve the Minutes of the February 17, 2026, Town Council Meeting.
2. Adopt an Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 2281 Establishing Development Standards and Allowable Uses for Lots within the Planned Development Overlay Zone for Property Located at 16100 Greenridge Terrace (APN: 527-12-002); and Adopt an Ordinance of the Town Council of the Town of Los Gatos Amending the Zoning Code Effecting a Zone Change from HR-2½:PD (Hillside Residential, Two and One-Half to 10 Acres for Each Dwelling Unit, Planned Development) to HR-1 (Hillside Residential, One to Five Acres for Each Dwelling Unit) for a Portion of Property Located at 16084 Greenridge Terrace. Located at 16300 and 16084 Greenridge Terrace and 240 La Terra Court. APNs 527-12-003, 527-12-004, and 527-15-002. The Request for Modification of a Planned Development Ordinance is Not Considered a Project Pursuant to the California Environmental Quality Act (CEQA). The Request for a Zone Change is Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Property Owners: 16300 Greenridge Terrace and 240 La Terra Court: Greenridge Terrace Development, LLC; and 16084 Greenridge Terrace: Richard Luu.

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SUBJECT: Draft Minutes of the Town Council Meeting of March 3, 2026

DATE: March 17, 2026

Applicant: Hanna Brunetti. Project Planner: Sean Mullin. Ordinance Titles: An Ordinance of the Town Council of the Town of Los Gatos repealing and replacing Planned Development Ordinance 2281 establishing development standards and allowable uses for lots within the Planned Development Overlay zone for property located at 16100 Greenridge Terrace (APN: 527-12-002). An Ordinance of the Town Council of the Town of Los Gatos amending the Zoning Code effecting a zone change from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned Development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property located at 16084 Greenridge Terrace. **ORDINANCE 2383**

4. Approve the 2026 Diversity, Equity, and Inclusion (DEI) Commission Work Plan.

Mayor Moore opened public comment.

The following individuals spoke on the consent items:

1. Nimi Kumar (Item 4)
2. Member of the Public (Items 1 and 4)

Mayor Moore closed public comment.

**(Video time: 19:26)**

**MOTION: Motion by Vice Mayor Ristow to approve items one, two, and four. Seconded by Council Member Hudes.**

**VOTE: Motion passed unanimously.**

## **VERBAL COMMUNICATIONS**

The following individuals spoke during verbal communications:

1. Rich Stephens
2. Eric Muller
3. Burr Nissen
4. SueAnn Lorig
5. Nigel Chandler
6. Kathy Mattingly
7. Ali Miano
8. Joe Enz
9. Member of the Public
10. Jeff Susuki
11. Jason J

## **OTHER BUSINESS**

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SUBJECT: Draft Minutes of the Town Council Meeting of March 3, 2026

DATE: March 17, 2026

5. Review and Provide Direction on Meeting Minute Format.

Wendy Wood, Town Clerk, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

The following individuals spoke on this item:

1. Member of the Public
2. Lee Quintana

Mayor Moore closed public comment.

Council discussed the item.

**(Video time: 1:10:16)**

**MOTION:** Motion by **Council Member Rennie** to support the Policy Committee's recommendation [to reaffirm the use of action minutes for all meetings; and modify the current practice for public comment to only identify speakers without summarizing the content of their remarks (for both agenda items and verbal communication)]. **Seconded by Vice Mayor Ristow.**

Council discussed the motion and provided amended language.

**(Video time: 2:10:00)**

**AMENDED MOTION:** to accept the recommendation, to reaffirm the use of action minutes for all meetings; and modify the current practice for public comment to only identify speakers without summarizing the content of their remarks (for both agenda items and verbal communication). Time stamps for action item motions shall be provided on the minutes for Council and Planning Commission meetings. However, non-action public meetings such as study sessions, where summary minutes or Frequently Asked Questions (FAQ's) or verbatim may be provided, and this will be discussed and decided at the meeting.

**VOTE:** Amended motion passed unanimously.

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

- Council Member Rennie stated he attended the Silicon Valley Risk Oversight Committee meeting and attended the Los Gatos Meadows (Fresco) reception.

SUBJECT: Draft Minutes of the Town Council Meeting of March 3, 2026

DATE: March 17, 2026

- Council Member Hudes stated he attended the Wildfire Advisory Group meeting; participated in a Community Center discussion, the Emergency Air Operations Area Council, attended the Fresco meeting; participated in the Community Health and Senior Services Commission meeting (CHSSC), and the State of the Valley presentation.
- Vice Mayor Ristow stated she visited Verkada headquarters; attended Congressman Sam Liccardo's press conference, the Terraces of Los Gatos event, the Fresco Los Gatos reception; toured the La Rinconada Water Treatment Plant; attended the Joint Venture Silicon Valley State of the Valley, and the West Valley Muslim Association Ramadan dinner.
- Council Member Badame stated she participated in a Resident Wildfire Adversary Group presentation, the Council Policy Committee meeting, and attended the Fresco reception.
- Mayor Moore stated he met with Shir Hadash; spoke at Congressman Liccardo's press conference; visited Automobuild Toy store; participated in a few Chamber of Commerce meetings; visited Mariposa Montessori School; met with Stanford Government Relations team; attended the Fresco reception; toured the La Rinconada Water Treatment Plant; and participated in the Council Policy Committee meeting.

**Town Manager Report**

- There was no report.

**Closed Session Reports**

Gabrielle Whelan, Town Attorney

- Stated the Town Council met in closed session to discuss existing litigation in the case of the Town of Los Gatos versus Arya Properties pursuant to Government Code Section 54956.9, and there was no reportable action.

**ADJOURNMENT**

The meeting adjourned at 9:20 p.m.

Respectfully Submitted:

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Keara Johnson, Deputy Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 3.

ITEM NO: 3

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DATE: March 9, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Receive the Monthly Financial and Investment Report for January 2026**

**RECOMMENDATION:** Receive the Monthly Financial and Investment Reports for January 2026.

**FISCAL IMPACT:**

There is no fiscal impact from the receipt of this report.

**BACKGROUND:**

California Government Code Section 41004 requires that the Town Treasurer submit to the Town Clerk and the legislative body a written report and accounting of all receipts, disbursements, and fund balances. The Administrative Services Director assumes the Town Treasurer role. Attachment 1 contains the January 2026 monthly Financial and Investment Report, which fulfills this requirement.

The January 2026 Monthly Financial and Investment Report will be received by the Finance Commission at its March 9, 2026, regular meeting.

**DISCUSSION:**

The January 2026 Monthly Financial and Investment Report includes a Fund Balance Schedule, representing estimated funding available for all funds at the beginning of the fiscal year and at the end of the respective month.

**PREPARED BY:** Eric Lemon  
Finance and Accounting Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

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SUBJECT: Monthly Financial and Investment Report for January 2026

DATE: March 9, 2026

As operations fluctuate month to month, there are differences between balances in one month and balances in another. Such differences may be significant due to the type of activity in those months and the timing of any estimates used in the presentation, based on the information available. This is demonstrated by the attached January 31, 2026, fund balance report. In the case that the differences are extraordinary and unanticipated, we will ensure we present more information to explain the differences.

The difference between the January 31 and December 31 estimated fund balance is due to normal day-to-day fluctuations in revenues and expenditures.

Please note that the amount in the Fund Schedule differs from the Portfolio Allocation and Treasurer's Cash Fund Balances Summary schedule because assets and liabilities are components of the Fund Balance.

As illustrated in the summary below, Ending Fund Balance = Cash + Assets - Liabilities, which represents the actual amount of funds available.

<b>Reconciling Cash to Fund Balance - January 31, 2026</b>		
Total Cash	\$	78,053,230
Plus: Assets	\$	13,265,421
Less: Liabilities	\$	(23,324,860)
<b>Estimated Fund Balance</b>	<b>\$</b>	<b>67,993,791</b>

As of January 31, 2026, the Town's financial position (Cash Plus Other Assets \$91.32M, Liabilities \$23.33M, and Fund Equity \$67.99M) remains strong, and the Town has sufficient funds to meet the cash demands for the next six months.

As of January 31, 2026, the Town's weighted portfolio yield for investments under management was 4.21%, which was 28 basis points above the Local Agency Investment Fund (LAIF) yield of 3.93% for the same reporting period. Currently, the LAIF portfolio's weighted average maturity (WAM) is 244 days versus the Town's longer WAM of 645 days. The Town's assets under management reflect the Town's selection of the 1-3 year benchmark investment strategy through the Town's investment advisor to lock in higher yields at the top of the interest rate cycle. The longer maturities are balanced with shorter-term yields available on investments held with the State's LAIF. The Town's weighted average rate of return on investments under management of 4.21% at the close of January was 3 basis points lower when compared to the prior month's return of 4.24% reported as of December 31, 2025.

Since January 2025, LAIF yields decreased from 437 basis points (4.37%) to 393 basis points (3.93%) through the end of January 2026. The State LAIF pool typically lags the market when current market yields are either increasing or decreasing.

SUBJECT: Monthly Financial and Investment Report for January 2026

DATE: March 9, 2026

The Federal Open Market Committee implemented three rate cuts in 2025. The first, on September 17, reduced the federal funds target range by 25 basis points to 4.00%–4.25% amid slower economic growth in the first half of the year and emerging signs of labor-market softening. A second 25-basis-point cut on October 29 brought the range down to 3.75%–4.00% as labor-market weakness and broader economic uncertainty persisted. At its December 10 meeting, the Committee approved a final 25-basis-point reduction to 3.50%–3.75%, reflecting ongoing concerns about the economic outlook. These adjustments align with the FOMC's objective to promote maximum employment and achieve a year-over-year inflation target of 2%.

The labor market remained solid, with payroll growth stronger than expected at 256,000. The unemployment rate ticked down from 4.2% to 4.1%, while the participation rate remained stable. Private employment rose 223,000 while government employment was up 33,000. Private goods-producing employment fell by 8,000, primarily dragged down by a 13,000 fall in manufacturing jobs. The November JOLTS report showed the job openings rate rising to 4.8%, with the layoff rate remaining low at 1.1%. The ratio of job openings to unemployed remained at approximately 1.1, in line with pre-pandemic levels.

The Town's investments are in compliance with the Town's Investment Policy dated March 18, 2025, and are also in compliance with the requirements of Section 53600 et seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

CONCLUSION:

Receive the Monthly Financial and Investment Report for January 2026.

Attachments:

1. Financial and Investment Report (January 2026)

**Town of Los Gatos  
Summary Investment Information  
January 31, 2026**

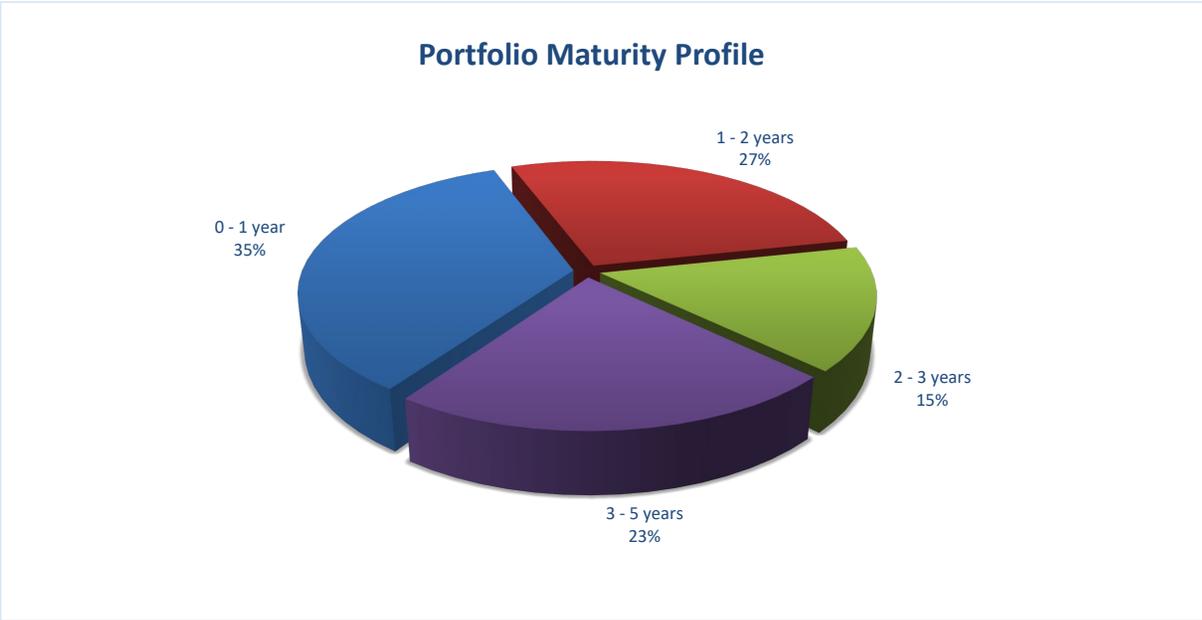
**Weighted Average YTM Portfolio Yield on Investments under Management** **4.21%**

**Weighted Average Maturity (days)** **645**

	This Month	Last Month	One year ago
<b>Portfolio Allocation &amp; Treasurer's Cash Balances</b>	\$78,053,230	\$72,645,597	\$71,009,516
Managed Investments	\$52,947,226		
Local Agency Investment Fund	\$9,605,206		
Reconciled Demand Deposit Balances	\$15,500,797		
Portfolio Allocation & Treasurer's Cash Balances	\$78,053,230		

**Benchmarks/ References:**

Town's Average Yield	4.21%	4.24%	4.44%
LAIF Yield for month	3.93%	4.03%	4.37%
3 mo. Treasury	3.65%	3.63%	4.28%
6 mo. Treasury	3.62%	3.60%	4.30%
2 yr. Treasury	3.52%	3.47%	4.20%
5 yr. Treasury	3.79%	3.73%	4.33%
10 Yr. Treasury	4.24%	4.17%	4.54%

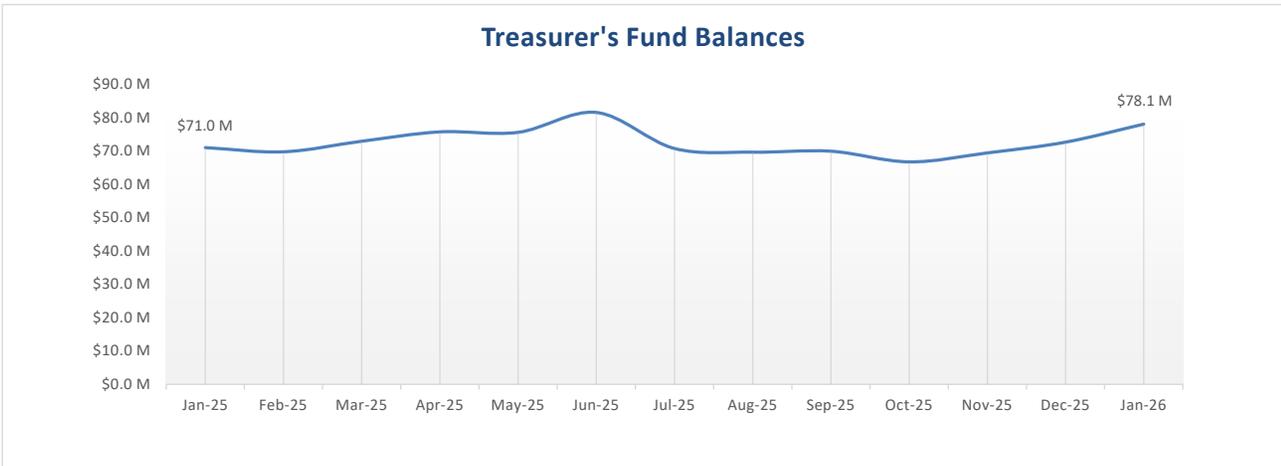
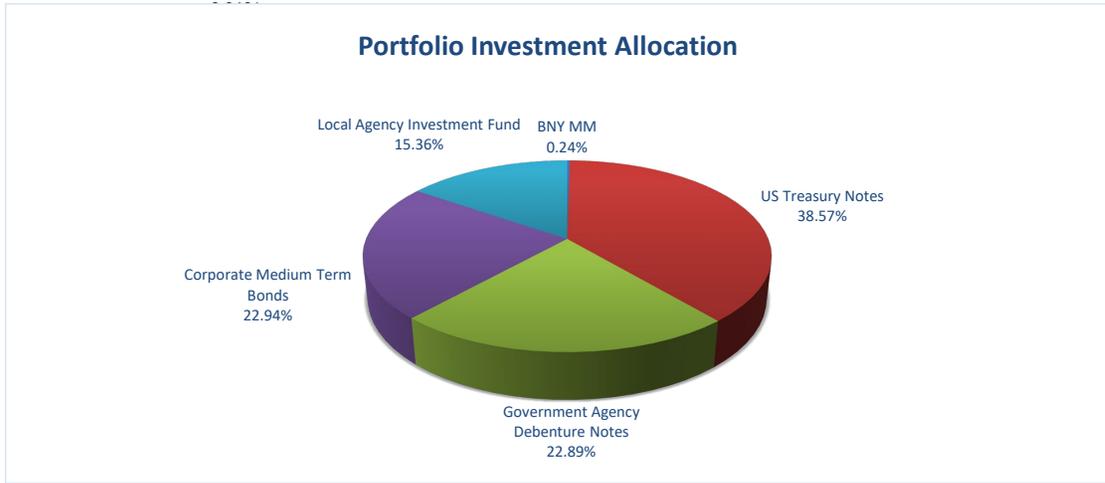


**Compliance:** The Town's investments are in compliance with the Town's investment policy dated March 18, 2025, and also in compliance with the requirements of Section 53600 at seq. of the California State Code. Based on the information available, the Town has sufficient funds to meet the cash demands for the next six months.

**Town of Los Gatos  
Portfolio Allocation & Treasurer's Cash Balances  
January 31, 2026**

	<u>Month</u>	<u>YTD</u>
Cash & Investment Balances - Beginning of Month/Period	\$ 72,645,596.68	\$ 81,558,113.19
Receipts	9,592,323.34	50,395,069.99
Disbursements	(4,184,690.35)	(53,899,953.51)
Cash & Investment Balances - End of Month/Period	<u>\$78,053,229.67</u>	<u>\$78,053,229.67</u>

<b>Portfolio Allocation</b>	<b>Amount</b>	<b>% of Portfolio</b>	<b>Max. % or \$ Allowed per State Law or Policy</b>
BNY MM	\$148,800.64	0.24%	20% of Town Portfolio
US Treasury Notes	\$24,129,270.12	38.57%	No Max. on US Treasuries
Government Agency Debenture Notes	\$14,316,775.31	22.89%	No Max. on Non-Mortgage Backed
Corporate Medium Term Bonds	\$14,352,380.30	22.94%	30% of Town Portfolio
Local Agency Investment Fund	\$9,605,206.08	15.36%	\$75 M per State Law
Subtotal - Investments	62,552,432.45	100.00%	
Reconciled Demand Deposit Balances	15,500,797.22		
<b>Total Portfolio Allocation &amp; Treasurer's Cash Balances</b>	<u>\$78,053,229.67</u>		



**Town of Los Gatos**  
**Non-Treasury Restricted Fund Balances**  
**January 31, 2026**

	Beginning Balance	January 2026 Deposits Realized Gain/Adj.	January 2026 Interest/ Earnings	January 2026 Withdrawals/ Fees	Ending Balance	
Non-Treasury Funds:						
Cert. of Participation 2002 Ser A Reserve Fund	\$ 696,852.49	\$ -	\$ 1,967.40	\$ -	\$ 698,819.89	Note 1
Cert. of Participation 2010 Ser Lease Payment Fund	2,650.21	69,812.29	8.31	-	72,470.81	Note 2
Cert. of Participation 2002 Ser A Lease Payment Fund	14,467.87	72,282.13	40.82	-	86,790.82	Note 1
Cert. of Participation 2010 Ser Reserve Fund	1,303,354.37	-	4,100.49	-	1,307,454.86	Note 2
Total Restricted Funds:	<u>\$ 2,017,324.94</u>	<u>\$ 142,094.42</u>	<u>\$ 6,117.02</u>	<u>\$ -</u>	<u>\$ 2,165,536.38</u>	
CEPPT IRS Section 115 Trust	3,234,153.34	-	38,812.84	636.55	\$ 3,272,329.63	Note 3
Grand Total COP's and CEPPT Trust	<u>\$ 5,251,478.28</u>	<u>\$ 142,094.42</u>	<u>\$ 44,929.86</u>	<u>\$ 636.55</u>	<u>\$ 5,437,866.01</u>	

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

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

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

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

**Town of Los Gatos**  
**Statement of Interest Earned**  
**January 31, 2026**

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July 2025	\$	238,713.97
August 2025	\$	238,367.28
September 2025	\$	259,685.13
October 2025	\$	228,769.00
November 2025	\$	220,968.79
December 2025	\$	234,197.60
January 2026	\$	228,526.08
February 2026	\$	-
March 2026	\$	-
April 2026	\$	-
May 2026	\$	-
June 2026	\$	-
	\$	<u>1,649,227.85</u>

Town of Los Gatos  
Investment Schedule  
January 31, 2026

Institution	CUSIP #	Security	Coupon	Deposit Date	Par Value	Original Cost	Original Issue (Discount) Premium	Market Value	Market Value Above (Under) Cost	Purchased Interest	Maturity Date or Call Date	Yield to Maturity or Call	Interest Received to Date	Interest Earned Prior Yrs.	Interest Earned Current FY	Days to Maturity
Apple	037833D3B	Corporate Bond	2.90%	12/20/2022	1,300,000.00	1,278,591.00	(71,409.00)	1,286,025.00	1,286,025.00		6/21/2027	4.19%	\$ 102,837.22	\$ 135,426.07	\$ 31,545.62	506
Home Depot	437076BM3	Corporate Bond	3.00%	8/4/2022	1,000,000.00	991,960.00	(8,040.00)	998,810.00	6,850.00		4/1/2026	3.04%	\$ 94,750.00	\$ 93,590.54	\$ 18,965.10	60
FFCB	3133ENSV8	Gov. Agency Debenture	4.13%	1/17/2023	236,000.00	239,174.20	3,174.20	237,163.40	(2,010.72)		1/11/2027	3.76%	\$ 29,042.75	\$ 21,918.24	\$ 5,265.28	345
US Treasury	91282CBT7	US Treasury Note	0.75%	9/30/2022	800,000.00	712,565.18	(87,434.82)	796,296.00	83,730.82		3/31/2026	4.14%	\$ 18,000.00	\$ 85,193.12	\$ 18,243.55	59
JP Morgan Chase	46625HRS1	Corporate Bond	3.20%	9/23/2022	500,000.00	474,660.00	(25,340.00)	498,985.00	24,325.00		3/15/2026	4.70%	\$ 51,644.44	\$ 64,505.94	\$ 13,717.88	43
FHBL	3130AQF65	Gov. Agency Debenture	1.25%	11/30/2022	1,300,000.00	1,160,559.40	(139,440.60)	1,274,052.00	113,492.60		12/21/2026	4.15%	\$ 49,697.92	\$ 130,709.25	\$ 29,801.15	324
FHBL	3130APJH9	Gov. Agency Debenture	1.00%	1/17/2023	1,000,000.00	990,010.00	(92,990.00)	990,720.00	83,710.00		10/28/2026	4.17%	\$ 28,354.17	\$ 84,829.28	\$ 20,377.98	270
FFCB	3133ENS6	Gov. Agency Debenture	4.00%	2/8/2023	1,700,000.00	1,706,732.00	6,732.00	1,714,093.00	7,361.00		1/6/2028	3.91%	\$ 197,955.56	\$ 159,363.33	\$ 39,247.56	705
American Honda	02665WED9	Corporate Bond	4.70%	5/11/2023	600,000.00	608,856.00	8,856.00	608,628.00	(228.00)		1/12/2028	4.34%	\$ 75,278.33	\$ 56,288.41	\$ 15,495.53	711
US Treasury	91282CF4	US Treasury Note	2.50%	6/9/2023	1,500,000.00	1,416,626.12	(83,373.88)	1,482,195.00	65,568.88		3/31/2027	4.09%	\$ 86,577.87	\$ 122,333.72	\$ 34,975.73	424
Colgate-Palmolive	194162AR4	Corporate Bond	4.60%	7/14/2023	500,000.00	504,655.00	4,655.00	508,470.00	3,815.00		2/1/2028	4.37%	\$ 49,002.79	\$ 43,173.83	\$ 12,946.13	731
FFCB	3133PQC2	Gov. Agency Debenture	4.63%	7/17/2023	500,000.00	501,957.50	1,957.50	501,850.00	(107.50)		7/17/2026	4.48%	\$ 57,812.50	\$ 43,961.07	\$ 13,237.58	167
FFCB	3133EPB6	Gov. Agency Debenture	4.13%	7/14/2023	600,000.00	596,220.00	(3,780.00)	605,388.00	9,168.00		8/23/2027	4.29%	\$ 52,181.25	\$ 50,424.13	\$ 15,120.21	569
PNC Bank	69353RF2	Corporate Bond	3.25%	7/25/2023	1,000,000.00	921,490.00	(78,510.00)	989,400.00	67,910.00		12/23/2027	5.23%	\$ 80,979.17	\$ 97,247.67	\$ 29,615.08	691
US Treasury	91282CFU0	US Treasury Note	4.13%	7/31/2023	1,300,000.00	1,290,660.60	(9,339.40)	1,312,792.00	22,131.40		10/31/2027	4.31%	\$ 120,656.25	\$ 107,052.11	\$ 32,880.29	638
Toyota Motor Credit	89236TKL8	Corporate Bond	5.45%	8/25/2023	1,600,000.00	1,617,168.00	17,168.00	1,646,592.00	29,424.00		11/10/2027	5.16%	\$ 192,566.67	\$ 153,725.55	\$ 48,964.44	648
US Treasury	912810EF3	US Treasury Note	5.50%	10/3/2023	1,200,000.00	1,238,207.14	38,207.14	1,255,548.00	17,340.86		8/15/2028	4.76%	\$ 123,211.96	\$ 101,335.84	\$ 34,256.61	927
Pepsico Inc	713448DF2	Corporate Bond	2.85%	10/16/2023	1,000,000.00	947,570.00	(52,430.00)	999,430.00	51,860.00		2/24/2026	5.24%	\$ 52,883.33	\$ 86,538.35	\$ 29,864.76	24
FFCB	3133EPUW3	Gov. Agency Debenture	4.75%	10/13/2023	1,000,000.00	994,338.00	(5,662.00)	1,006,660.00	12,322.00		9/1/2026	4.96%	\$ 89,458.33	\$ 84,828.57	\$ 29,134.41	213
US Treasury	91282CEW7	US Treasury Note	3.25%	10/16/2023	1,000,000.00	950,039.06	(49,960.94)	996,250.00	46,210.94		6/30/2027	4.73%	\$ 71,171.96	\$ 78,477.53	\$ 27,082.94	515
US Treasury	91282CEN7	US Treasury Note	2.75%	10/31/2023	1,300,000.00	1,214,336.39	(85,663.61)	1,287,767.00	73,430.61		4/30/2027	4.82%	\$ 71,500.00	\$ 100,336.49	\$ 35,480.83	454
US Treasury	91282CH2	US Treasury Note	1.25%	12/21/2023	900,000.00	798,647.55	(101,352.45)	852,363.00	53,715.45		6/30/2028	3.99%	\$ 22,805.71	\$ 51,319.84	\$ 19,809.28	881
FNMA	3135GQQ22	Gov. Agency Debenture	1.88%	12/21/2023	900,000.00	845,676.00	(54,324.00)	890,325.00	44,649.00		9/24/2026	4.22%	\$ 29,671.88	\$ 55,770.03	\$ 21,527.03	236
US Treasury	91282CFB2	US Treasury Note	2.75%	1/2/2024	1,000,000.00	960,354.91	(39,645.09)	988,790.00	28,435.09		7/31/2027	3.95%	\$ 57,167.12	\$ 57,605.73	\$ 22,725.20	546
US Treasury	91282CHE4	US Treasury Note	3.63%	1/17/2024	1,800,000.00	1,775,185.72	(24,814.28)	1,802,538.00	27,352.28		5/31/2028	3.97%	\$ 121,942.63	\$ 102,986.91	\$ 41,777.71	851
JP Morgan Chase	46647PDE8	Corporate Bond	4.85%	2/1/2024	1,400,000.00	1,396,528.00	(3,472.00)	1,417,346.00	20,818.00		7/25/2027	4.93%	\$ 134,696.10	\$ 97,231.80	\$ 40,591.92	540
US Bancorp	91159HJF8	Corporate Bond	4.55%	2/5/2024	1,000,000.00	989,200.00	(10,800.00)	1,008,140.00	18,940.00		7/22/2027	4.89%	\$ 89,317.67	\$ 68,041.60	\$ 26,828.07	537
US Treasury	91282CHB0	US Treasury Note	3.63%	2/23/2024	1,175,000.00	1,174,788.52	(2,311.48)	1,174,788.52	22,225.58		5/15/2026	4.56%	\$ 73,485.92	\$ 71,517.53	\$ 31,189.19	104
FHBL	3130AXB31	Gov. Agency Debenture	4.88%	2/27/2024	1,000,000.00	1,003,060.00	3,060.00	1,001,480.00	(1,580.00)		3/13/2026	4.72%	\$ 76,104.17	\$ 63,303.13	\$ 27,832.67	41
FFCB	3133EPU5U	Gov. Agency Debenture	4.13%	3/28/2024	1,700,000.00	1,687,981.00	(12,019.00)	1,722,695.00	34,714.00		3/20/2029	4.28%	\$ 103,629.17	\$ 91,219.09	\$ 42,727.90	1144
US Treasury	912828M8	US Treasury Note	3.13%	4/30/2024	1,200,000.00	1,123,832.14	(76,167.86)	1,185,324.00	61,491.86		11/15/2028	4.69%	\$ 57,795.34	\$ 63,313.82	\$ 31,954.16	1019
Cisco Systems	17275BRB2	Corporate Bond	4.85%	5/15/2024	1,000,000.00	999,130.00	(870.00)	1,025,650.00	26,520.00		1/26/2029	4.87%	\$ 62,106.94	\$ 58,820.58	\$ 28,677.43	1091
Home Depot	437076CW0	Corporate Bond	4.90%	5/17/2024	1,000,000.00	1,001,790.00	1,790.00	1,028,880.00	27,090.00		4/15/2029	4.86%	\$ 69,144.44	\$ 54,498.76	\$ 26,648.49	1170
Treasury	91282CJ83	US Treasury Note	3.75%	5/31/2024	1,200,000.00	1,154,628.02	(45,371.98)	1,208,920.00	50,291.98		12/31/2028	4.68%	\$ 71,208.79	\$ 59,398.06	\$ 32,330.59	1065
FHBL	3130BIBT3	Gov. Agency Debenture	4.88%	7/2/2024	1,150,000.00	1,150,966.00	966.00	1,154,853.00	3,887.00		6/12/2026	4.82%	\$ 75,372.92	\$ 55,261.42	\$ 32,730.60	132
Citibank	17325FBK3	Corporate Bond	4.84%	8/15/2024	1,250,000.00	1,263,062.50	13,062.50	1,279,400.00	16,337.50		7/6/2029	4.60%	\$ 58,963.12	\$ 50,520.38	\$ 34,049.79	1252
FNMA	3135G05Y5	Gov. Agency Debenture	0.75%	9/10/2024	1,100,000.00	1,010,724.00	(89,276.00)	1,050,368.00	39,644.00		10/8/2027	3.56%	\$ 8,891.67	\$ 29,915.45	\$ 21,951.61	615
US Treasury	91282CFU0	US Treasury Note	3.88%	12/3/2024	1,100,000.00	1,088,144.31	(11,855.69)	1,107,216.00	19,071.69		9/30/2029	4.12%	\$ 35,130.49	\$ 25,813.46	\$ 26,554.51	1338
FHBL	3130ATUT2	Gov. Agency Debenture	4.50%	2/12/2025	505,000.00	508,253.21	3,253.21	519,387.45	11,134.24		12/14/2029	4.35%	\$ 19,063.75	\$ 8,337.70	\$ 12,989.90	1413
FFCB	3133ERSX5	Gov. Agency Debenture	3.88%	3/12/2025	1,000,000.00	998,480.00	(1,520.00)	1,004,850.00	6,370.00		3/7/2028	3.93%	\$ 18,836.81	\$ 11,831.34	\$ 23,124.88	766
Treasury	91282CFJ9	US Treasury Note	4.88%	3/31/2025	1,100,000.00	1,130,167.75	30,167.75	1,136,476.00	6,308.25		10/31/2028	4.04%	\$ 31,256.56	\$ 11,273.90	\$ 26,636.13	1004
State Street Corp	857477CD3	Corporate Bond	5.27%	4/30/2025	800,000.00	811,184.00	11,184.00	804,896.00	(6,288.00)		8/3/2026	4.04%	\$ 10,895.47	\$ 5,565.50	\$ 19,616.09	184
Freddie Mac	3134HAW33	Gov. Agency Debenture	4.75%	4/30/2025	1,000,000.00	1,005,644.00	5,644.00	1,001,710.00	(3,934.00)		12/18/2029	4.23%	\$ 30,743.07	\$ 7,735.00	\$ 27,262.70	1417
US Treasury	91282CNG2	US Treasury Note	4.00%	6/30/2025	660,000.00	665,184.24	5,184.24	666,751.80	1,567.56		5/31/2030	3.82%	\$ 11,036.08	\$ -	\$ 14,930.08	1581
US Treasury	91282CMG3	US Treasury Note	4.25%	8/4/2025	825,000.00	842,308.43	17,308.43	841,310.25	(998.18)		1/31/2030	3.74%	\$ 17,150.14	\$ -	\$ 15,392.55	1461
US Treasury	91282CM6	US Treasury Note	4.13%	8/25/2025	1,200,000.00	1,218,847.77	18,847.77	1,218,048.00	(799.77)		11/30/2029	3.72%	\$ 13,118.86	\$ -	\$ 19,639.52	1399
US Treasury	91282CHR5	US Treasury Note	4.00%	9/23/2025	950,000.00	959,036.38	9,036.38	959,462.00	(574.38)		7/31/2030	3.59%	\$ 13,423.92	\$ -	\$ 12,284.40	1642
US Treasury	91282CG08	US Treasury Note	4.00%	10/3/2025	1,000,000.00	1,013,362.72	13,362.72	1,010,430.00	(2,932.72)	3,646.41	2/28/2030	3.67%	\$ (3,646.41)	\$ -	\$ 12,154.09	1489
State Street Corp	857477D6	Corporate Bond	4.83%	11/10/2025	580,000.00	596,535.80	16,535.80	595,996.40	(539.40)	1,246.09	4/24/2030	4.13%	\$ (1,246.09)	\$ -	\$ 5,464.86	1544
US Treasury	91282CKA8	US Treasury Note	4.13%	12/17/2025	1,150,000.00	1,157,775.34	7,775.34	1,156,601.00	(1,174.34)	15,984.38	2/15/2027	3.52%	\$ (15,984.38)	\$ -	\$ 5,025.19	380
US Treasury	91282CHW4	US Treasury Note	4.13%	12/17/2025	1,150,000.00	1,170,308.54	20,308.54	1,166,801.50	(3,507.04)	14,152.62	8/31/2030	3.71%	\$ (14,152.62)	\$ -	\$ 5,316.51	1673
US Treasury	91282CHZ7	US Treasury Note	4.63%	1/13/2026	1,050,000.00	1,089,087.89	39,087.89	1,087,737.00	(1,350.89)	14,008.41	9/30/2030	3.75%	\$ (14,008.41)	\$ -	\$ 1,986.04	1703
Subtotal					\$ 53,781,000.00											

Town of Los Gatos  
Investment Transaction Detail  
January 31, 2026

Date	Cusip/Id	Description	Transaction Type	Trade Date	Settlement Date	Par	Coupon	Maturity Date	Price	Principal	Interest	Transaction Total
1/5/2026	Cash-USD	Cash-USD	SHORT TERM INVESTMENT FUND INCOME	1/5/2026	1/5/2026	803.40	0.000%		100.00	-	-	803.40
1/6/2026	3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	BOND INTEREST	1/6/2026	1/6/2026	1,700,000.00	4.000%	1/6/2028	-	-	34,000.00	34,000.00
1/9/2026	02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	REDEMPTION	1/9/2026	1/9/2026	1,000,000.00	0.000%	1/9/2026	100.00	1,000,000.00	-	1,000,000.00
1/9/2026	02665WEY3	AMERICAN HONDA FINANCE 4.95% 09JAN2026	BOND INTEREST	1/9/2026	1/9/2026	1,000,000.00	0.000%	1/9/2026	-	-	24,750.00	24,750.00
1/12/2026	3133EN5V8	FEDERAL FARM CREDIT BANK 4.125% 11JAN2027	BOND INTEREST	1/11/2026	1/11/2026	236,000.00	4.125%	1/11/2027	-	-	4,867.50	4,867.50
1/12/2026	02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	BOND INTEREST	1/12/2026	1/12/2026	600,000.00	4.700%	1/12/2028	-	-	14,100.00	14,100.00
1/13/2026	91282CHZ7	USA TREASURY 4.625% 30SEP2030	FI-PUR	1/12/2026	1/13/2026	1,050,000.00	4.625%	9/30/2030	103.72	1,089,087.89	14,008.41	1,103,096.30
1/20/2026	3133EPQC2	FEDERAL FARM CREDIT BANK 4.625% 17JUL2026	BOND INTEREST	1/17/2026	1/17/2026	500,000.00	4.625%	7/17/2026	-	-	11,562.50	11,562.50
1/22/2026	69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	BOND INTEREST	1/22/2026	1/22/2026	1,000,000.00	3.250%	1/22/2028	-	-	16,250.00	16,250.00
1/22/2026	91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	BOND INTEREST	1/22/2026	1/22/2026	1,000,000.00	4.548%	7/22/2028	-	-	22,740.00	22,740.00
1/26/2026	46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	BOND INTEREST	1/25/2026	1/25/2026	1,400,000.00	4.851%	7/25/2028	-	-	33,957.00	33,957.00

## TOWN OF LOS GATOS, CA

### Insight ESG ratings as of January 31, 2026

CUSIP	Security description	Maturity date	Par/Shares	Total market value (\$)	S&P rating	Moody's rating	Insight ESG rating	Environment	Social	Governance
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	1/12/2028	600,000	610,059	A-	A3	3	2	4	3
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	9/12/2027	1,300,000	1,300,456	AA+	Aaa	5	2	5	5
17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	2/26/2029	1,000,000	1,046,457	AA-	A1	2	1	3	3
17325FBK3	CITIBANK NA 4.838% 06AUG2029 (CALLABLE 06JUL29)	8/6/2029	1,250,000	1,308,881	A+	Aa3	3	1	2	4
194162AR4	COLGATE-PALMOLIVE CO 4.6% 01MAR2028 (CALLABLE 01FEB28)	3/1/2028	500,000	517,860	A+	Aa3	3	3	3	2
437076CW0	HOME DEPOT INC 4.9% 15APR2029 (CALLABLE 15MAR29)	4/15/2029	1,000,000	1,043,195	A	A2	3	3	3	3
437076BM3	HOME DEPOT INC 3% 01APR2026 (CALLABLE 01MAR26)	4/1/2026	1,000,000	1,008,804	A	A2	3	3	3	3
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	6/15/2026	500,000	501,035	A	A1	3	2	3	5
46647PDG8	JPMORGAN CHASE & CO 4.851% 25JUL2028 (CALLABLE 25JUL27)	7/25/2028	1,400,000	1,418,286	A	A1	3	2	3	5
713448DF2	PEPSICO INC 2.85% 24FEB2026 CALLABLE	2/24/2026	1,000,000	1,011,856	A+	A1	3	3	2	4
69353RFJ2	PNC BANK NA 3.25% 22JAN2028 (CALLABLE 23DEC27)	1/22/2028	1,000,000	990,093	A	A2	3	3	4	2
857477CD3	STATE STREET CORP 5.272% 03AUG2026 (CALLABLE 03JUL26)	8/3/2026	800,000	825,748	A	Aa3	1	1	2	2
857477DB6	STATE STREET CORP 4.834% 24APR2030 (CALLABLE 24MAR30)	4/24/2030	580,000	603,422	A	Aa3	1	1	2	2
89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	11/10/2027	1,600,000	1,666,117	A+	A1	3	1	3	4
91159HJF8	US BANCORP 4.548% 22JUL2028 (CALLABLE 22JUL27)	7/22/2028	1,000,000	1,009,218	A	A3	3	2	3	3
<b>Total Corporate / weighted average</b>			<b>14,530,000</b>	<b>14,861,485</b>			<b>3</b>	<b>2</b>	<b>3</b>	<b>4</b>

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

## Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	Increase/ (Decrease) July-December	January 2026				Estimated Fund Balance 1/31/2026*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
	<b>GENERAL FUND</b>							
	<b>Non-Spendable:</b>							
	Loans Receivable	159,000	-	-	-	-	-	159,000
	<b>Restricted Fund Balances:</b>							
	Pension	3,090,731	-	-	-	-	-	3,090,731
	Land Held for Resale	-	-	-	-	-	-	-
	<b>Committed Fund Balances:</b>							
	Budget Stabilization	7,870,639	-	-	-	-	-	7,870,639
	Catastrophic	7,870,639	-	-	-	-	-	7,870,639
	Pension/OPEB	1,300,000	-	-	-	-	-	1,300,000
	Measure G District Sales Tax	-	-	-	-	-	-	-
	<b>Assigned Fund Balances:</b>							
	Open Space	410,000	-	-	-	-	-	410,000
	Sustainability	140,553	-	-	-	-	-	140,553
	Capital/Special Projects	1,983,271	-	-	-	-	-	1,983,271
	Carryover Encumbrances	6,367	-	-	-	-	-	6,367
	Compensated Absences	1,519,243	-	-	-	-	-	1,519,243
	ERAF Risk Reserve	-	-	-	-	-	-	-
	Market Fluctuations	1,201,824	-	-	-	-	-	1,201,824
	Council Priorities - Economic Recovery	-	-	-	-	-	-	-
	<b>Unassigned Fund Balances:</b>							
111	Other Unassigned Fund Balance Reserve (Pre YE distribution)	10,211,049	(5,414,451)	8,664,821	(4,112,689)	-	-	9,348,730
	<b>General Fund Total</b>	35,763,316	(5,414,451)	8,664,821	(4,112,689)	-	-	34,900,997

\* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

## Fund Schedule

ITEM NO. 3.

Fund Number	Fund Description	Prior Year Carryforward 7/1/2025*	Increase/ (Decrease) July-December	January 2026				Estimated Fund Balance 1/31/2026*
				Current Revenue	Current Expenditure	Transfer In	Transfer Out	
<b>SPECIAL REVENUE</b>								
211/212	CDBG	166,653	-	-	-	-	-	166,653
222	Urban Runoff (NPDES)	664,168	(2,072)	13,641	(10,732)	-	-	665,005
231-236	Landscape & Lighting Districts	193,606	(12,588)	19,338	(3,468)	-	-	196,888
251	Los Gatos Theatre	381,120	61,673	48,770	(5,304)	-	-	486,259
261-264,269	Library Trusts	559,745	46,932	-	(2,628)	-	-	604,049
<b>Special Revenue Total</b>		1,965,292	93,945	81,749	(22,132)	-	-	2,118,854
<b>CAPITAL PROJECTS</b>								
411	GFAR - General Fund Appropriated Reserve	16,974,946	1,050,767	91,815	(73,398)	-	-	18,044,130
412	Community Center Development	819,604	-	-	-	-	-	819,604
421	Grant Funded Projects	(1,577,430)	858,839	-	(6,738)	-	-	(725,329)
461-463	Storm Basin Projects	2,825,234	47,457	10,066	(510)	-	-	2,882,247
471	Traffic Mitigation Projects	676,482	-	-	-	-	-	676,482
472	Utility Undergrounding Projects	3,763,913	20,096	-	-	-	-	3,784,009
481	Gas Tax Projects	2,130,548	(212,179)	138,906	-	-	-	2,057,275
<b>Capital Projects Total</b>		25,613,297	1,764,980	240,787	(80,646)	-	-	27,538,418
<b>INTERNAL SERVICE FUNDS</b>								
611	Town General Liability	208,746	(727,019)	-	(7,343)	-	-	(525,616)
612	Workers Compensation	1,259,972	103,483	22,706	-	-	-	1,386,161
621	Information Technology	2,585,103	(213,423)	4,473	(158,057)	-	-	2,218,096
631	Vehicle & Equipment Replacement	3,890,428	408,484	-	-	-	-	4,298,912
633	Facility Maintenance	820,099	16,672	53,803	(59,490)	-	-	831,084
<b>Internal Service Funds Total</b>		8,764,348	(411,803)	80,982	(224,890)	-	-	8,208,637
<b>Trust/Agency</b>								
942	RDA Successor Agency	(3,037,146)	(1,743,540)	166,925	(159,354)	-	-	(4,773,115)
<b>Trust/Agency Fund Total</b>		(3,037,146)	(1,743,540)	166,925	(159,354)	-	-	(4,773,115)
<b>Total Town</b>		<b>69,069,107</b>	<b>(5,710,869)</b>	<b>9,235,264</b>	<b>(4,599,711)</b>	<b>-</b>	<b>-</b>	<b>67,993,791</b>

\* Interfund transfers and Council Priorities/Economic Recovery funding allocation to be performed as part of the fiscal year end closing entries.

**Deposit Accounts of Interest:**

- 111-23541 General Plan Update deposit account balance \$616,696.15
- 111-23521 BMP Housing deposit account balance \$3,723,190.79



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 4.

ITEM NO: 4

---

DATE: March 12, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Accept the Annual Progress Report for the General Plan and Housing Element Implementation**

RECOMMENDATION: Accept the Annual Progress Report for the General Plan and Housing Element implementation.

FISCAL IMPACT:

There is no fiscal impact from accepting the Annual Progress Report.

STRATEGIC PRIORITY:

This action supports the Core Goals of Community Character and the Strategic Priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

DISCUSSION:

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda. After review and acceptance, a copy of the APR is required to be filed with the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD).

PREPARED BY: Sean Mullin, AICP  
Planning Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

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PAGE 2 OF 2

SUBJECT: Annual Progress Report for General Plan and Housing Element Implementation

DATE: March 12, 2026

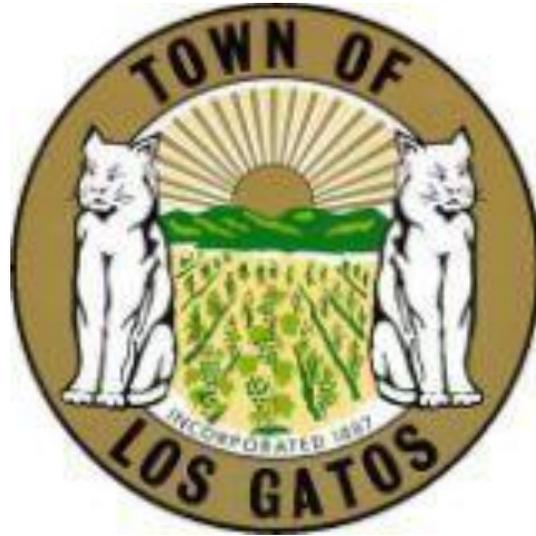
There is no standardized form or format for the preparation of the General Plan APR. The attached APR complies with the statutory requirements of state law contained in CA Gov. Code Section 65400 and highlights key aspects of the Town's General Plan and Housing Element implementation during the calendar year of 2025 (Attachment 1). Given the State requirements, Exhibit A of Attachment 1 contains a significant amount of data. For enhanced readability, Exhibit A is best reviewed electronically to adjust to the individual reader's needs.

ENVIRONMENTAL ASSESSMENT:

The General Plan Annual Report is not a project under the California Environmental Quality Act (CEQA). It is a type of activity that is Categorical Exempt, Class 6 (Information Collection) based on Section 15306 of the CEQA Guidelines.

Attachment:

1. 2025 General Plan Annual Progress Report, with Exhibit A



**GENERAL PLAN  
2025 ANNUAL PROGRESS REPORT**

ATTACHMENT 1

## INTRODUCTION

The Town Council adopted the Town of Los Gatos 2040 General Plan on June 30, 2022, after an extensive four-year community process to update and build upon the strong foundational framework established by the Town's 2020 General Plan.

On August 16, 2022, signatures were submitted to the Town in support of a referendum on the Land Use and Community Design Elements of the adopted 2040 General Plan. The referendum proposes that the Land Use and Community Design Elements of the 2040 General Plan be repealed. Once the referendum signatures were verified by the County Registrar in late September, the 2040 General Plan Land Use and Community Design Elements were suspended in accordance with Elections Code Section 9237.

On October 4, 2022, the Town Council adopted a Resolution to confirm suspension of the 2040 General Plan Land Use and Community Design Elements and provide that the 2020 General Plan Land Use and Community Design Elements govern during the suspension period.

On January 30, 2023, the Town adopted its 2023-2031 Housing Element, which is a required sub-element of the General Plan.

On April 2, 2024, the Town Council adopted Resolution 2024-015 to rescind the Land Use Element and Community Design Elements of the 2040 General Plan. Therefore, the Town's current General Plan consists of the Land Use Element and Community Design Element of the 2020 General Plan, and the remaining elements of the 2040 General Plan.

On June 4, 2024, the Town Council adopted a revised 2023-2031 Housing Element after working with HCD to respond to their comments.

The adopted Housing Element was certified by HCD on July 10, 2024.

Government Code Section 65400 mandates that cities and counties submit an annual report on the status of their General Plan and any progress in its implementation to their legislative bodies. Annual Progress Reports (APRs) must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

## 2025 SIGNIFICANT PROJECTS

The following significant Planning efforts made progress or were completed in 2025:

- RHNA Progress  
Approval of three multi-unit projects located at 50 Los Gatos-Saratoga Road (Los Gatos Lodge), 143-151 E. Main Street (Café Dio), and 15349-15367 Los Gatos Boulevard (Genuine

Automotive). In total, the three projects include 240 units, 40 of which are deed-restricted affordable units. The North 40 Phase Two project was approved in early 2026 with 450 units. The Town continues processing 11 additional multi-unit projects totaling 854 units. Additionally, the Town continues to process numerous ADU and SB 9 projects, some of which are smaller units that are naturally affordable.

- Program AB, 100 Percent Affordable Residential Development  
A draft resolution was considered by the Planning Commission in April 2025 and the Town Council in May 2025. The Council provided direction to staff to refine the draft resolution. The Town is compliant with AB 2011, which requires 100 percent affordable residential developments as a by-right use, should a qualifying project be submitted to the Town.
- Program AP, Special Needs Housing  
In February 2025, the Planning Commission recommended that the Town Council adopt a resolution to amend the Zoning Code to remove barriers to building special needs housing. Staff has further refined the resolution and will be returning to the Planning Commission and Town Council for consideration. The Town continues to comply with state law.
- Program AA, Parking Standards  
Implementation Program AA of the adopted Housing Element required the Town to make specific updates that would reduce parking standards in the Town. On December 11, 2024, the Planning Commission reviewed and recommended approval of the draft Ordinance with additional recommendations. The Ordinance was adopted by the Town Council on February 4, 2025, and the Ordinance went into effect on March 6, 2025.
- Program AQ, Zoning Code Amendments  
Implementation Program AQ of the adopted Housing Element required the Town to comply with state law and to ensure that there are adequate sites available to accommodate the identified sites in the Sites Inventory. On December 11, 2024, the Planning Commission reviewed and recommended approval of the draft Ordinance. The Ordinance was adopted by the Town Council on February 4, 2025, and the Ordinance went into effect on March 6, 2025.
- Program AU, Replacement Unit Housing  
Implementation Program AU of the adopted Housing Element required the Town to adopt a Replacement Unit Housing policy. On November 13, 2024, the Planning Commission reviewed and recommended approval of the draft Ordinance and draft guidelines. The Ordinance and guidelines were adopted by the Town Council on December 17, 2024, and the Ordinance went into effect on January 16, 2025.

- Program R, Density Bonus Ordinance  
Implementation Program R of the adopted Housing Element required the Town's Density Bonus Ordinance to be amended to comply with current State law. On November 13, 2024, the Planning Commission reviewed and recommended approval of the draft Ordinance. Amendments to the Town's Density Bonus Ordinance were adopted by the Town Council on December 17, 2024, and went into effect on January 16, 2025.
- Program AD, Low Barrier Navigation Centers  
Implementation Program AD of the adopted Housing Element required the Town to amend the Zoning Code to include Low Barrier Navigation Centers. On November 13, 2024, the Planning Commission reviewed and recommended approval of the draft Ordinance. The Ordinance was adopted by the Town Council on December 17, 2024, and went into effect on January 16, 2025.

### **HOUSING ELEMENT ANNUAL PROGRESS**

The Housing Element Annual Progress Report for 2025 is attached as Exhibit A.

### **PROPERTIES ANNEXED TO THE TOWN IN 2025**

The Town Council did not approve any annexations to the Town of Los Gatos from Unincorporated Santa Clara County in 2025.

Jurisdiction	Los Gatos
Reporting Year	2025
Planning Period	6th Cycle
	(Jan. 1 - Dec. 31)
	01/01/2023 - 01/01/2031

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

Note: "+" indicates an optional field  
 Cells in grey contain auto-calculation formulas

**Table A**  
**Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes										Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low Income Deed Restricted	Extremely Low Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by Project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(H) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*						
Summary Row: Start Data Entry Below							0	0	0	0	0	15	17	19	0	31	319	401	52	0														
	53724024	15310 Suvlew DR			SFD	O	5/14/2024											1	1			No	No	N/A	Approved	Discretionary								
	51041058	371 Pennsylvania Ave			ADU	R	1/3/2025												1	1		None	No	N/A	Approved	Ministerial								
	52307016	138 Fairmead Ln			ADU	R	1/7/2025												1	1		None	No	N/A	Approved	Ministerial								
	52709035	15371 SANTELLA CT			SFD	O	1/10/2025												1	1		None	No	N/A	Approved	Discretionary								
	52709035	15371 SANTELLA CT			ADU	R	1/10/2025												1	1		None	No	N/A	Approved	Discretionary								
	42421025	16724 Chirco Dr			SFD	O	1/14/2025												1	1		None	No	N/A	Pending	Discretionary								
	52932012	171 KIMBLE AVE			ADU	R	1/14/2025												1	1		None	No	N/A	Approved	Ministerial								
	53217021	16201 S. Kennedy Rd			ADU	R	1/14/2025												1	1		None	No	N/A	Approved	Ministerial								
	52712009	15460 Santella Dr			SFD	O	1/23/2025												1	1		None	No	N/A	Approved	Discretionary								
	52306018	16730 Magneson Ln			ADU	R	1/27/2025												1	1		None	No	N/A	Approved	Ministerial								
	53207115	400 Los Gatos Blvd			ADU	R	1/30/2025												1	1		None	No	N/A	Approved	Ministerial								
	42424032	284 Las Miradas Dr			ADU	R	2/10/2025												1	1		None	No	N/A	Approved	Ministerial								
	53225027	0 mireval RD			SFD	O	2/13/2025												1	1		None	No	N/A	Pending	Discretionary								
	53209039	16619/16621 Marchmont Dr (TUD)			2 to 4	O	2/27/2025												2	2		SB 9 (2021) - Resident	No	N/A	Pending	Ministerial								
	53733001	20101 FOSTER RD			SFD	O	3/3/2025												2	2		None	No	N/A	Pending	Discretionary								
	41015052	306 Andrews St			ADU	R	3/4/2025												1	1		None	No	N/A	Approved	Ministerial								
	52756034	547 Santa Rosa Dr			ADU	R	3/4/2025												1	1		None	No	N/A	Approved	Ministerial								
	53206028	16346 Robie Ln			ADU	R	3/4/2025												1	1		None	No	N/A	Approved	Ministerial								
	40930020	14715 Eastview Dr			ADU	R	3/10/2025												1	1		None	No	N/A	Approved	Ministerial								
	42421055	16803 Farley Rd			ADU	R	3/18/2025												1	1		None	No	N/A	Approved	Ministerial								
	53228031	176 LOMA ALTA AVE (Lot 2)			2 to 4	O	3/24/2025												2	2		SB 9 (2021) - Resident	No	N/A	Pending	Ministerial								
	53228031	176 LOMA ALTA AVE (Lot 1)			2 to 4	O	3/24/2025												2	2		SB 9 (2021) - Resident	No	N/A	Pending	Ministerial								
	52914068	15851 Iborah Wy			ADU	R	3/27/2025												1	1		None	No	N/A	Approved	Ministerial								
	52938029	57 Alpine Ave			ADU	R	3/28/2025												1	1		None	No	N/A	Approved	Ministerial								
	52906024	487 Wright Ave			ADU	R	3/31/2025												1	1		None	No	N/A	Approved	Ministerial								
	42412102	100 Loma Vista Ct			ADU	R	4/3/2025												1	1		None	No	N/A	Approved	Ministerial								
	42430067	17243 Verdes Robles			ADU	R	4/3/2025												1	1		None	No	N/A	Approved	Ministerial								
	51018029	145 Talt Ave			ADU	R	4/3/2025												1	1		None	No	N/A	Approved	Ministerial								
	53215036	16391 and 16401 Kennedy Rd			2 to 4	O	4/9/2025												2	2		SB 9 (2021) - Duplex	No	N/A	Approved	Ministerial								
	53237037	15 Hollywood Ave			ADU	R	4/9/2025												1	1		None	No	N/A	Approved	Ministerial								
	52932012	16 Orchard St			ADU	R	4/29/2025												1	1		None	No	N/A	Approved	Ministerial								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-012	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-012	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-013	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-013	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-014	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-014	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-015	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-015	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-016	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-016	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-017	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-017	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-018	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-018	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-019	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-019	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	SFD	M-25-002, S-25-020	O	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD	ADU	M-25-002, S-25-020	ADU	5/1/2025												1	1		None	No	N/A	Pending	Discretionary								
	52725005	Pending	220 BELGATOS RD																															







<b>Jurisdiction</b>	Los Gatos	
<b>Reporting Year</b>	2025	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	01/31/2023 - 01/31/2031

### ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2022-01/30/2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	537	-	-	-	-	-	-	-	-	-	-	43	494
	Non-Deed Restricted	-	4	10	12	17	-	-	-	-	-	-	-	-
Low	Deed Restricted	310	-	1	-	-	-	-	-	-	-	-	36	274
	Non-Deed Restricted	-	-	10	7	18	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	320	-	-	-	-	-	-	-	-	-	-	53	267
	Non-Deed Restricted	-	18	14	9	12	-	-	-	-	-	-	-	-
Above Moderate		826	3	25	7	25	-	-	-	-	-	-	60	766
Total RHNA		<b>1,993</b>												
Total Units			<b>25</b>	<b>60</b>	<b>35</b>	<b>72</b>	-	-	-	-	-	-	<b>192</b>	<b>1,801</b>

\*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

\*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):  
 - You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"  
 - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).  
 - All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

\*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Jurisdiction		Los Gatos						
Reporting Year		2025		(Jan. 1 - Dec. 31)				
Table D								
Program Implementation Status pursuant to GC Section 65583								
Housing Programs Progress Report								
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.								
1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
A - Developer Forum	Establish an annual meeting between staff and housing developers to discuss constraints and opportunities to affordable and market rate housing projects.	1/31/2031	6th Cycle	Continuous	Meet once a year to generate a list of opportunities and constraints. Staff participated in the West Valley Cities 2025 Developer Forum held on 2/27/25.	Meetings	1	<a href="https://siliconvalleyathome.org/q1s-developer-roundtable-west-valley-cities-step-up-for-housing/">https://siliconvalleyathome.org/q1s-developer-roundtable-west-valley-cities-step-up-for-housing/</a>
B - Large Site Program	Encourage property owners and affordable housing developers to target and market the availability of sites with the best potential for development by facilitating meetings between willing property owners of large sites. To assist the development of housing, especially for lower income households, on sites larger than 10 acres, the Town will facilitate land divisions and lot line adjustments to result in parcels sizes between one half to 10 acres that can accommodate multiple family developments affordable to lower income households in light of State, Federal, and local financing programs.	12/31/2025	6th Cycle	In progress	Measurable outcome: Facilitate four land divisions and/or lot line adjustments Several subdivision applications are in process.	Meetings	0	None
C - No Net Loss	Develop and implement an ongoing formal evaluation procedure (project-by project) of sites identified in the Site Inventory to maintain sufficient sites at appropriate densities to accommodate RHNA for lower income households. If an approval of a development results in a reduction of site capacity below the residential capacity needed to accommodate the remaining RHNA, including for lower income households, the Town will identify and zone sufficient adequate sites at appropriate densities to accommodate the remaining RHNA.	1/31/2031	6th Cycle	Continuous	Conduct a formal evaluation of sites identified in the Site Inventory with approval of each project to maintain sufficient sites at appropriate densities to accommodate RHNA for lower income households. If an approval of a development results in a reduction of site capacity below the residential capacity needed to accommodate the remaining RHNA, including for lower income households, the Town will identify and zone sufficient adequate sites at appropriate densities to accommodate the remaining RHNA. Measurable outcome: Formal evaluation of RHNA capacity with approval of each project. The approval of four large projects in 2025, which included 240 units, included a formal evaluation of remaining RHNA capacity. Additionally, the approval of one large project thus far in 2026 with 450 units included the formal evaluation of remaining RHNA capacity.	Other	0	Resolution 2025-006; 2025-038; 2026-001; <a href="https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Packet-9eafab2e674440ebed006e7bc6dc924.pdf">https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Packet-9eafab2e674440ebed006e7bc6dc924.pdf</a>
D - Additional Housing Capacity for the North Forty Specific Plan	Amend the North Forty Specific Plan to allow for a density from 30 dwelling units per acre to 40 dwelling units per acre and increase the total number of dwelling units allowed in the Specific Plan. Sites identified in the North Forty Specific Plan Area are reuse sites and must permit owner-occupied and rental multi-family uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. See Implementation Program AQ and AR. Amend the North Forty Specific Plan to remove the housing unit cap. This amendment will allow developments to reach the maximum allowable density plus the additional units due to density bonus and other applicable regulations. Amend the North 40 Specific Plan to remove guest parking requirements and modify development standards to facilitate achieving maximum densities.	1/31/2025	6th Cycle	In Progress	Amend the North Forty Specific Plan to: -Allow for a density from 30 dwelling units per acre to 40 dwelling units per acre and increase the total number of dwelling units allowed in the Specific Plan. -Permit owner-occupied and rental multi-family uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. -Remove the housing unit cap. -Remove guest parking requirements and modify development standards to facilitate achieving maximum densities. Measurable outcome: Amendments to the N40 Specific Plan and/or Town Code. With the approval of North Forty Phase II in January 2026, 77 units for lower-income households were entitled.	Other	0	Resolution 2026-001;
E - Affordable Development on Town Owned Property	Pursue opportunities to work with an affordable housing developer or enter into a public-private partnership to develop affordable housing, targeting lower income households on Town owned property.	1/31/2031	6th Cycle	Continuous	Town Manager to continually liaise with affordable housing developers to develop affordable housing on two Town-owned properties suitable for up to 20 units.	Meetings	0	None
F - Update Permit Software System	Update the existing permit software system to better monitor average processing times for ministerial and discretionary development permits. Use data to set baselines timelines to drive improvements. Update the Town planning and zoning regulations and remove permit processing constraints as appropriate.	1/31/2031	6th Cycle	Continuous	Measurable outcome: Reduce processing time by five percent. Continuing to test beta version of metrics dashboard developed by third-party vendor to Town's permit tracking software. Additionally, beginning to enable native tools within Town's permitting software to monitor processing times.	Other	0	None

G - Study Detached Single-Family Condominium Option	Study the development of a new floor area ratio standard for multi-family development when developed as detached single-family condominium units.	12/31/2024	6th Cycle	Not yet started	Study the development of a new floor area ratio standard for multi-family development when developed as detached single-family condominium units. Measurable outcome: Amendments to the Town Code.	Other	0	None
H - Coordination with Water and Sewer Providers	Deliver the adopted Housing Element to the San Jose Water Company and the West Valley Sanitation District so that they can prioritize current and future resources or services for housing development that helps meet Los Gatos' RHNA for lower income households.	7/10/2024	6th Cycle	Completed	Measurable outcome: Deliver the HE to SJWC. Housing Element delivered to SJWC on 6/13/24	Other	1	None
I - Senior Housing Resources	Provide financial assistance for health, safety, emergency and accessibility home repairs to low-income seniors and low-income mobile homeowners through the Below Market Price Program funds, subject to availability of Program funds.	1/31/2031	6th Cycle	Not yet started	Measurable outcome: Maintain the existing housing stock by funding three home repairs to lower income seniors annually	Other	0	None
I - Senior Housing Resources	Provide regularly updated senior housing resource materials at the Adult Recreation Center, Library, and Farmers' Market.	1/31/2031	6th Cycle	Not yet started	Provide regularly updated senior housing resource materials at the Adult Recreation Center, Library, and Farmers' Market.	Other	0	None
J - Small Multi-Unit Housing, "Missing Middle"	The Town aims to create mixed residential neighborhoods through new and innovative housing types that meet the changing needs of Los Gatos households and expand housing in a variety of neighborhoods. Modify the Zoning Code to facilitate small multi-unit housing in certain low and medium density designations. Housing types include, but are not limited to single dwelling units, multifamily dwelling units, accessory dwelling units, small and micro units, use of prefabricated homes, and clustered/cottage housing. Small multi-unit housing is defined as multiple units on a single parcel (whether attached or detached) that are compatible in scale and form with detached single-family homes. Common housing types include duplexes; triplexes; fourplexes; courtyard apartments; cottage courts; townhomes; triplex stacked (vertical); and live-work spaces. Promote this program through publication, to include the following information: Low rise multi-family dwelling units ranging from two to 10 units can help meet the needs of families, seniors and students. Permit processing times tend to be shorter than larger multi-family buildings due to the low-rise nature of the structures. Research existing regulatory impediments to the creation of new housing types that have the potential to fulfill unmet housing needs and if necessary, amend applicable ordinances and development standards to facilitate and allow for their development at the maximum density. Pursue establishment of a maximum average unit size as a tool to moderate unit.	12/31/2024	6th Cycle	Continuous	Increase the number of housing units, including the combination of small multi-unit housing, religious institutions, Junior Accessory Dwelling Unit (JADU), and SB 10 by 150 units (including 30 of these units as being affordable) over eight years with the goal of achieving 100% of the units in low to medium density designations and high median income areas. Measurable outcome: Complete Zoning Code amendment and track the number of entitled Planning applications received per year. The Town encourages and continues to permit construction of new JADUs, with approved permits for 8 JADUs in the 6th Cycle thus far, including two in 2025. The Town continues to approve a number of SB 9 lot splits and two-unit developments. Additionally, conversations are ongoing with property owners for development of housing at religious institutions. The Town is open to receiving a development application through SB 10, although none have been submitted to date.	Units	0	None
K - Lot Consolidation	The Town will conduct outreach to property owners in these areas to identify meaningful incentives to facilitate lot consolidation, lot assemblage and redevelopment in mixed use and commercial areas. Based on this feedback, within two years of Housing Element adoption, the Town will adopt the development of a Lot Consolidation Ordinance to include specific incentives such as: flexible development standards such as reduced setbacks, increased lot coverage, increased heights, reduced parking, reduced fees, and streamlined permit processing through administrative staff review. Upon adoption of the Ordinance, the Town will work with property owners that are receptive to lot consolidation/lot assemblage to assist them in facilitating the parcel merge process in a streamlined and timely manner.	6/30/2025	6th Cycle	Not yet started	Measurable outcome: Lot consolidation ordinance.	Other	0	None
L - Below Market Price Program	Conduct a study to evaluate the existing BMP Program and recommend changes to the program to increase the number of lower-income units and units for special needs groups constructed townwide. The study will include evaluation of the implementation of the BMP Program to date, including impacts to market rate housing related to current market conditions, project applications, estimated affordable housing requirements, fee collection, and actual construction of affordable housing units to address constraints based on the outcome of the evaluation. The study will evaluate the feasibility of requiring BMP's for senior assisted living, senior independent living, and senior communities.	12/31/2028	6th Cycle	Not yet started	Increase number of BMP units annually by five units with a goal of achieving 30% of new units in high median income areas. Measurable outcome: Complete study and implement policy actions The Town updated its BMP Ordinance in 2024. The Town approved 43 deed restricted BMP units in 2025.	Other	1	Ordinance 2366
M - Establish a Commercial Linkage Fee	Conduct a nexus study and amend the Municipal Code to include a linkage fee if appropriate. A commercial linkage fee is an impact fee levied on commercial development for the provision of affordable housing. Before levying an impact fee, the Town is required to complete a nexus study that shows the linkage between new development and the increased demand for housing.	12/31/2024	6th Cycle	Not yet started	Measurable outcome: Complete a nexus study to determine if linkage fees are appropriate	Other	0	None
N - Funds for Development for Extremely Low Income (ELI) Households	Continue to encourage the creation of housing that is affordable to extremely low-income households by allocating a percentage of the Town Affordable Housing (Below Market Price) Fund to subsidize housing for extremely low-income households. As part of the Town's annual budget process, provide a priority for funding ELI developments that may be submitted to the Town with the Town's BMP monies. Update the allocation as recommended by the BMP study. Additionally, provide staff technical assistance with the preparation of Tax Credit or grant funding applications or conducting local Tax Equity and Fiscal Responsibility Act (TEFRA) hearings to facilitate the financing of proposed housing projects in Los Gatos.	1/31/2031	6th Cycle	Continuous	Measurable outcome: Subsidize five developments which include extremely low-income households With the approval of North Forty Phase II in January 2026, 77 units for lower-income households were entitled. Staff expects to assist the affordable housing developer, Eden Housing with their future Tax Credit application.	Other	0	Resolution 2026-001;

O - Affordable Housing Development	Provide incentives for affordable housing development, including density bonus, fee deferrals or reductions, and reduced fees for studio units. The Town shall also provide annual outreach to attract and support affordable housing developers in the Town, including developers of senior housing, extremely low-, very low- and low-income units, and permanent supportive housing for persons with disabilities and developmental disabilities. The Town shall annually identify development and housing opportunities. Review the financial needs of affordable housing projects, determine whether or not Town fees can be reduced to facilitate affordable housing development, and identify options for the Town to offset the foregone revenues from other sources.	1/31/2031	6th Cycle	Continuous	- Facilitate the construction of 460 new homes for moderate to lower-income households ( 100 for moderate, 190 for low, and 170 for very-low), including 30% in high median income areas.  Measurable outcome: Number of affordable homeownership units entitled and number of units entitled for moderate, low, and very-low income households.  Entitled units thus far in 6th Cycle. Moderate: 53 Low: 37 Very Low: 43	Units	0	None
O - Affordable Housing Development	- Facilitate annual outreach to developers. Annually identify development and housing opportunities.	1/31/2031	6th Cycle	Continuous	Measurable outcome: Number of affordable homeownership units entitled and number of units entitled for moderate, low, and very-low income households.  Entitled units thus far in 6th Cycle. Moderate: 53 Low: 37 Very Low: 43	Units	0	None
O - Affordable Housing Development	- Reduce development impact fees and permit processing fees for affordable housing projects for extremely low and very low units by 10 percent.	1/31/2026	6th Cycle	Not yet started	Measurable outcome: Number of affordable homeownership units entitled and number of units entitled for moderate, low, and very-low income households.	Units	0	None
P - Purchase Affordability Covenants in Existing Apartments	Create a program for the Town to purchase affordability covenants with BMP funding to increase the supply of affordable housing or "buy-down" existing affordability covenants to have deeper affordable units in existing rental properties. This program is analogous to purchasing covenants in new developments in conjunction with the BMP program, but for existing apartments. In existing and new rental developments, the Town could provide a rehabilitation loan or another form of subsidy to a rental property owner in exchange for securing affordability covenants on a percentage of units and the owner's agreement to restrict rents on these units to levels that would be affordable to very low- and low-income households.	1/31/2026	6th Cycle	Not yet started	Measurable Outcome: Affordability covenants for three housing units with BMP funding to increase the supply of affordable housing per year	Other	0	None
Q - Accessory Dwelling Units	Facilitate ADU/JADU production with the following: *Waive building fees when an ADU is deed restricted for very low-and low income. *Initiate a marketing program for homeowners on the benefits of ADUs and the availability of resources to support development. Promote the use of Housing Choice Vouchers (HCVs) and homesharing (once established). *Collaborate with countywide efforts to develop pre-approved ADU plans suitable for Los Gatos, including designs that are ADA accessible. *Streamline the review and permitting of ADU's by publishing pre-approved plans including plans that are ADA compliant, which shall be posted on the Town's website. *Promote California Housing Finance Agency ADU grants of \$40,000 available to qualified homeowners for pre-development costs. *Proactively promote information made available through the Santa Clara County Planning Collaborative. *Actively apply for grant programs, as funds are made available to assist property owners in the construction of ADU's/JADU's. Monitor funding availability annually. *Develop and adopt objective standards to allow more than one (at minimum two) JADUs. The Town's ADU Ordinance goes beyond the requirements of State law by allowing a 10 percent increase in the floor area ratio standards. Annually monitor number of ADU's/JADU's produced, affordability levels. By July 2027, if the production of ADU/JADU is falling short of the projected trend, the Town will initiate developing strategies to accommodate a potential shortfall by the end of 2027. Amend the ADU Ordinance to comply with State law. Work with a nonprofit organization to administer a homesharing program.	1/31/2031	6th Cycle	In Progress	- Facilitate construction of at least 200 ADUs or JADUs with a goal to facilitate construction of up to 350 ADUs or JADUs throughout the Planning period with a goal of 5% of these units being affordable to lower-income households and 50% in single-family, high median income neighborhoods.  The Town encourages and continues to permit construction of new ADUs and JADUs, with approved permits for 89 ADUs and/or JADUs in 2025 thus far. The entirety of the Town is considered to be a high median income neighborhood with ADU and/or JADUs approved Town wide.	Units	0	Table A2 of the Town's 2025 Annual Progress Report
Q - Accessory Dwelling Units	- Publish pre-approved ADU plans and templates, including designs that address ADA and senior housing needs	1/31/2031	6th Cycle	Completed	- Publish pre-approved ADU plans and templates, including designs that address ADA and senior housing needs.  Preapproved plans published on Town website by December 2024	Other	1	<a href="https://townoflosgatos.aduaccelerator.org/gallery">https://townoflosgatos.aduaccelerator.org/gallery</a>
Q - Accessory Dwelling Units	- Post pre-approved plans on Town website	1/31/2031	6th Cycle	Completed	- Post pre-approved plans on Town website  Preapproved plans published on Town website by December 2024	Other	1	<a href="https://townoflosgatos.aduaccelerator.org/gallery">https://townoflosgatos.aduaccelerator.org/gallery</a>
Q - Accessory Dwelling Units	- Use the Town's social media, website, local press, and community events to distribute information	7/31/2025	6th Cycle	Completed	- Use the Town's social media, website, local press, and community events to distribute information.  Town maintains a dedicated webpage for ADUs. ADUs have been publicized via social media	Other	1	<a href="https://www.losgatosca.gov/2481/Accessory-Dwelling-Unit-Information">https://www.losgatosca.gov/2481/Accessory-Dwelling-Unit-Information</a>

Q - Accessory Dwelling Units	- Adopt objective standards to allow more than one JADU per property by July 2025	7/31/2025	6th Cycle	Completed	- Adopt objective standards to allow more than one JADU per property by July 2025. CA Gov Code Section 66333 (a) limits the number of JADUs to one per residential lot zoned for single-family residences.	Other	1	None
Q - Accessory Dwelling Units	- Facilitate construction of at least 10 JADUs in low density neighborhoods	1/31/2031	6th Cycle	Continuous	- Facilitate construction of at least 10 JADUs in low density neighborhoods . The Town encourages and continues to permit construction of new JADUs with approved permits for 10 JADUs in 2025 thus far. The 10 approved JADUs are located within single-family neighborhoods.	Other	0	Table A2 of the Town's 2025 Annual Progress Report
Q - Accessory Dwelling Units	- Through a homesharing program, assist at least 50 homeowners in renting out available ADUs and JADUs, especially in high/higher resource areas throughout the Planning period	1/31/2031	6th Cycle	In progress	- Through a homesharing program, assist at least 50 homeowners in renting out available ADUs and JADUs, especially in high/higher resource areas throughout the Planning period. Staff is researching homesharing opportunities via coordination with other West Valley cities and homesharing administrators.	Other	0	None
R - Density Bonus	Conduct a study to evaluate the existing Density Bonus Ordinance and recommend changes to increase the number of units constructed. The study will include an evaluation of the implementation of the ordinance to date and actual construction of affordable housing units that utilized the Density Bonus. Additional density and height incentives beyond what the State requires will be considered (i.e., fee reductions, add free density of BMP units). The study shall recommend improvements to the Ordinance based on the outcome of the evaluation. Amend the Density Bonus Ordinance to comply with State law.	12/31/2029	6th Cycle	Completed	Increase affordable housing units generated by an amended Density Bonus Ordinance. Planning Commission review of draft 11/13/2024. Town council adoption 12/17/2024.	Units	1	Ordinance 2366
S - Congregational Land Overlay Zone	Expand site opportunities by allowing affordable housing on religious sites and through conducting outreach to owners and operators of religious institutions to raise awareness and encourage housing proposals. Study new Congregational Land Overlay to build upon what is available through AB 1851 and AB 2244 and help congregations by connecting them with affordable housing development partners. If no application for housing on a religious institution/faith based site is received by December 2025, the Town will expand outreach efforts to be conducted annually. This may include direct mailings to faith-based sites highlighting successful affordable housing units on other faith-based sites, as well as available Town resources and programs to support such projects (e.g., Programs N, P, T, AI, and AJ – Assist in securing funding for affordable housing projects).	12/31/2025	6th Cycle	Completed	SB 4 (Affordable Housing on Faith and Higher Education Lands Act of 2023) made housing developments on faith and higher education lands a by-right use. Research complete and internal draft Ordinance in production. The Town continues conversation with property owners for development of housing at religious institutions. SB 4 (Affordable Housing on Faith and Higher Education Lands Act of 2023) made housing developments on faith and higher education lands a by-right use.	Units	1	None
T - Nonprofit Affordable Housing Providers	Support the efforts of nonprofit affordable housing organizations that provide housing services in Los Gatos. Encourage the participation of these providers in developing housing and meeting the affordable housing needs of Los Gatos households particularly extremely low-income households. Staff will meet with nonprofit groups on at least on an annual basis to discuss constraints to development and develop strategies and actions for affordable housing development, including incentives for the development of affordable housing as provided under the Affordable Housing Overlay Zone. Research and pursue a homesharing program, including research and coordination with non-profit and other organizations to assist with matching tenants with existing homeowners to increase matches in lower density neighborhoods. The Town will publicize and take other actions as necessary (e.g., facilitate presentations at the Los Gatos Adult Recreation Center, etc.).	12/31/2025	6th Cycle	Not yet started	Develop incentives for affordable housing and measure number of units using incentives Meet with nonprofit affordable housing providers to identify constraints and barriers	Meetings	0	None
U - Increased Range of Housing Opportunities for the Homeless	Continue to support the County of Santa Clara's Continuum of Care plan, as well as the "Housing 1000" campaign by "Destination: Home" to provide housing opportunities for homeless households, including emergency shelter, transitional housing, and permanent affordable housing opportunities.	1/31/2031	6th Cycle	Continuous	Support non-profit organizations to identify emergency shelter, transitional housing, and permanent housing opportunities with 20 bed nights annually. The Town collaborates in a monthly meeting with the West Valley Cities. The West Valley Homeless Services Needs Analysis Report was published July 2025 and the Homeless Services Feasibility Study was released for public review in February 2026. The Town's Hotel Program provided a total of 23 nights of emergency shelter, serving anywhere from 8-10 unhoused community members in 2025. Website resources updated to list unhoused housing opportunities.	Other	0	<a href="https://www.losgatosca.gov/3041/Local-Services-and-Resources">https://www.losgatosca.gov/3041/Local-Services-and-Resources</a> <a href="https://www.losgatosca.gov/345/Housing-Programs">https://www.losgatosca.gov/345/Housing-Programs</a>

V - Housing Opportunities for Persons Living with Disabilities	<p>Support the provision of housing for the disabled population, including persons with developmental disabilities, through several means, including:</p> <ul style="list-style-type: none"> <li>☑ Review and revise the Reasonable Accommodation procedure to promote access to housing for persons with disabilities, address potential constraints including subjective approval findings such as "impact on surrounding uses".</li> <li>☑ Encouraging accessibility design features to be incorporated in development. Review development regulations annually to remove constraints.</li> <li>☑ By-right zoning for licensed residential care facilities (six or fewer residents) in all residential zones, and provisions for larger care facilities (seven or more residents) in multifamily residential zones subject to a conditional use permit.</li> <li>☑ Treatment of supportive and transitional housing as a residential use of property, and subject only to those restrictions and processing requirements that apply to other residential dwellings of the same type in the same zone.</li> <li>☑ Programs to facilitate affordable housing, including Density Bonus and Affordable Housing Overlay.</li> <li>☑ Encouraging affordable housing developers to integrate supportive housing units, increasing project competitiveness for Tax Credits and other funding sources.</li> <li>☑ Supporting the creation of ADUs in all residential districts.</li> </ul>	12/31/2024	6th Cycle	In Progress	<p>Zoning Code amendment to increase the number of disabled persons housed by 90 units.</p> <p>Measurable outcome: Zoning code amendment.</p> <p>Anticipated to go to Town Council mid to end of 2026</p>	Other	0	None
W - Rental Dispute Resolution Program	<p>Continue the administration of the Rental Dispute Resolution Program and consider revisions as necessary to make the program as effective as possible in protecting both tenants' and landlords' rights.</p>	1/31/2031	6th Cycle	Continuous	<p>On-going administration and public outreach regarding the program. Staff is awaiting the 25/26 annual report to compare the number of disputes resolved compared to the 24/25 annual report.</p>	Other	0	<a href="https://www.losgatosca.gov/345/Housing-Programs">https://www.losgatosca.gov/345/Housing-Programs</a>
X - Assistance for Persons with Developmental Challenges	<p>Work with local and/or regional partners to provide rental assistance for persons with developmental challenges. Efforts will include the following:</p> <ul style="list-style-type: none"> <li>* Work with the California Department of Developmental Services local Regional Center to identify the housing needs specific to developmentally challenged persons residing in Los Gatos and assist in identifying available housing that meets those needs.</li> <li>* Encourage qualifying Regional Center clients residing in Los Gatos to apply for appropriate rental assistance programs.</li> <li>* Identify outside funding sources, such as regional or State programs, that could provide rental assistance for developmentally challenged persons living in Los Gatos.</li> <li>* Make referrals to non-profit service providers with rental assistance or rental voucher programs such as West Valley Community Services and the Housing Authority of Santa Clara County.</li> </ul>	12/31/2025	6th Cycle	Continuous	<p>Provide rental assistance for persons with disabilities.</p> <p>Inquiries from the public received regarding rental assistance from the Town's housing administrator, Project Sentinel, are referred to West Valley Community Services and the Housing Authority of Santa Clara County.</p>	Other	0	<a href="https://www.losgatosca.gov/345/Housing-Programs">https://www.losgatosca.gov/345/Housing-Programs</a>
Y - Supportive Services for the Homeless	<p>Continue to support community and nonprofit organizations that provide supportive services for homeless persons in Los Gatos in part by continuing to fund the Town's annual grant and disseminating opportunities for other agency funding to West Valley Community Services (WVCS), in order to support its Comprehensive Emergency Assistance Program (CEAP).</p> <p>Continue to work with and fund local nonprofits, and to collaborate with local homeless service providers to provide information on homeless needs in the Town.</p>	1/31/2031	6th Cycle	Continuous	<p>Continue the Town's support to provide funds to WVCS for homeless persons services.</p> <p>Measurable outcome: The number of Town residents assisted through WVCS.</p> <p>The Town provided Annual Sustaining Grants for Non-Profits in 2025 which included: \$2,500 to St. Vincent de Paul for Laundry Service, \$20,000 to West Valley Community Services for human services support, \$20,000 for rental assistance to St. Vincent de Paul and the Los Gatos Anti Racism Coalition, \$6,000 for St. Luke's for food pantry support, and \$7,8000 to the Los Gatos Methodist Church for the shower program. Continued emergency housing services provided through the Town's hotel voucher program during extreme weather conditions and qualifying medical events.</p>	Other	0	<a href="https://www.losgatosca.gov/3041/Local-Services-and-Resources">https://www.losgatosca.gov/3041/Local-Services-and-Resources</a>
Z- Stabilize Rents	<p>Study and implement recommendations with regard to the Town's Rental Dispute Mediation and Arbitration Ordinance 2128 to help further stabilize rents for long-term residents.</p>	1/31/2025	6th Cycle	Not yet started	<p>Implement improvement opportunities for the Rental Dispute Mediation and Arbitration Ordinance.</p> <p>Measurable outcome: Number of disputes resolved versus unresolved.</p>	Other	0	None
AA - Reduce Parking Standards	<p>Initiate a study and outreach, including developers to make specific updates that would result amendments to the Municipal Code, as follows :</p> <ul style="list-style-type: none"> <li>☑ Align parking requirements with the preparation of Objective Design Standards.</li> <li>☑ Reduce parking requirements near transit.</li> <li>☑ Remove guest parking requirements for all residential and mixed-use projects in all zones.</li> <li>☑ Allow parking to be unbundled from residential units.</li> </ul>	6/30/2025	6th Cycle	Completed	<p>Zoning Code amendment to reduce parking standards.</p> <p>Completed, Ordinance adopted by Town Council in February 2025</p>	Other	1	Ordinance 2372

AB - Allow for 100 Percent Affordable Residential Development in Mixed-Use General Plan Designations	Amend the General Plan and Zoning Code to allow for 100 percent affordable housing development in Mixed-Use General Plan designations	6/30/2025	6th Cycle	In Progress	Amend the General Plan and Zoning Code to allow for 100 percent affordable housing development in Mixed-Use General Plan designations .  Measurable outcome: Zoning Code Amendments  On April 9, 2025, the Planning Commission recommended that the Town Council adopt a resolution to amend the General Plan to allow 100 percent affordable housing projects in Mixed Use General Plan land use designations. On May 6, 2025, the Town Council considered the item and continued it to a future date with direction to staff to continue to refine the draft resolution; however, the Town is compliant with AB 2011 should a qualifying project be submitted to the Town.	Other	0	<a href="https://meetings.municode.com/adaHtmlDocument/index?cc=LOGATOS&amp;me=d86d40504d7644ec8101a144b25c4452&amp;ip=True">https://meetings.municode.com/adaHtmlDocument/index?cc=LOGATOS&amp;me=d86d40504d7644ec8101a144b25c4452&amp;ip=True</a>
AC - SB 35 Process Improvements	Develop an SB 35 checklist and written procedures for processing SB 35 applications to ensure efficient and complete application processing.	12/31/2023	6th Cycle	Completed	Measurable outcome: Development of application form and track number of SB 35 applications process per year.  Application form created. No SB 35 applications received thus far in this cycle.	Other	1	<a href="https://www.losgatosca.gov/DocumentCenter/View/33129/Senate-Bill-35-Preliminary-Application---Fillable">https://www.losgatosca.gov/DocumentCenter/View/33129/Senate-Bill-35-Preliminary-Application---Fillable</a>  <a href="https://www.losgatosca.gov/DocumentCenter/View/33130/Senate-Bill-35-Formal-Application---Fillable">https://www.losgatosca.gov/DocumentCenter/View/33130/Senate-Bill-35-Formal-Application---Fillable</a>
AD - Low Barrier Navigation Centers	Amend the Zoning Code Definitions to include the definition for "Low Barrier Navigation Center" consistent with State law. Allow at least two mixed-use zoning districts to permit low barrier navigation centers as a by-right use.	12/31/2023	6th Cycle	Completed	Measurable outcome: Zoning Code Amendment  Completed, ordinance adopted by Town Council December 2024	Other	1	Ordinance 2367
AE - Fair Housing Law Education	Educate the community about landlords and renters rights and responsibilities under Fair Housing law, needs and benefits of affordable housing, and available resources in the Town by posting information on the Town's website, social media posts and/or brochures, distributing information through the business licensing recertification process, and posting fair housing posters in Town Hall, the community center and the library.	1/31/2023	6th Cycle	Completed	Measurable outcome: Add 50 new subscribers to the Notify me subscriber list. Social media posts. Posters/flyers.  Completed, October 2024	Other	1	None
AF - Transit Oriented Development	As part of the comprehensive Zoning Code update, establish development standards for transit-oriented development located within existing transit areas that promote sustainable land use practices which reduce vehicle trips and allow for mixed-use developments as well as stand-alone residential. In addition, the Town shall provide for CEQA streamlining consistent with the provisions of SB 375.	6/30/2025	6th Cycle	Completed	Measurable outcome: Zoning Code amendment to establish development standards for transit-oriented development.  The Town does not have major transit stops and only on small area with a high-quality transit corridors. The Town has approved four multi-unit developments along one of the Town's only bus routes (VTA Route 27) including 690 units.	Other	1	None
AG - Preserve "At-Risk" Affordable Housing Units	Continue to monitor affordable, multifamily housing units in the Town to ensure that they retain their affordability status.	1/31/2031	6th Cycle	Continuous	Measurable outcome: Preserve all 169 publicly assisted housing units in Los Gatos.  No units lost thus far within this cycle.	Other	0	None
AH - Rental Housing Conservation Program	Continue to implement Section 29.20.155 of the Town Code that addresses conversions of residential use, specifically Section 29.20.155(a)(2), which requires that any proposed conversion satisfy the housing goals and policies as set forth in the 2040 General Plan.	1/31/2031	6th Cycle	Continuous	Measurable outcome: Zero loss of rental housing.  No units lost thus far within this cycle.	Other	0	None
AI - Countywide Home Repair Programs	Continue to support countywide programs (through Habitat for Humanity East Bay/Silicon Valley, Rebuilding Together, Housing Trust of Santa Clara County, etc.) that provide assistance with minor home repairs and accessibility improvements for lower income households, including special needs households.  Support annual funding requests submitted by rehabilitation agencies to the County of Santa Clara, and provide local technical assistance as needed to nonprofits submitting funding applications to the County and/or applying for building permits through the Town's building permit process.  Contribute funding from the Town's Below Market Price monies to support these programs. Continue to participate as a member of the County of Santa Clara JPA. Continue to provide staffing to the County Technical Advisory Committee (TAC), which reviews annual applications for funding and helps formulate funding recommendations to the Board of Supervisors.  Promote County programs through Town website and social media accounts	1/31/2031	6th Cycle	Continuous	Measurable outcome: Three minor home repairs and/or accessibility improvements annually for lower income households, including special needs households  The Town maintains a website that connects residents with many housing programs in Santa Clara County to improve and preserve the supply and quality of existing rental and ownership housing opportunities that are available for residents and employees of local businesses.	Other	0	<a href="https://www.losgatosca.gov/345/Housing-Programs">https://www.losgatosca.gov/345/Housing-Programs</a>
AJ - Town Residential Rehabilitation Program	Create a new program to assist lower income homeowners, including senior and disabled households, with funding for home repairs and improvements. The program could incentivize providing grants for the following activities: accessibility improvements; exterior or interior home repair; repair of fencing and/or landscaping; plumbing; exterior painting; roof repair; and similar activities.	12/31/2027	6th Cycle	Not yet started	Measurable outcome: Provide rehabilitation to five low-income homeowner units annually	Other	0	None
AK - Solar Energy	Continue to enforce State of California Title 24 requirements for energy conservation. Continue to expedite solar panel installation by requiring only ministerial building permits.	1/31/2031	6th Cycle	Continuous	Increase solar energy use through ministerial building permits.  Applications for solar projects are process ministerially. Additionally, the Town implemented SolarApp+ to provide a further streamlined process for residential solar projects. The app reduces the time and resources needed to review and approve small residential solar installations in the community.	Other	1	<a href="https://www.losgatosca.gov/220/Building">https://www.losgatosca.gov/220/Building</a>  <a href="https://solarapp.nrel.gov">https://solarapp.nrel.gov</a>

AL - Town Housing Resources Guide	<p>Continue to provide a guide to developments that include affordable housing units as part of the Housing Resources Guide posted on the Town's website, and available at Town Hall, Library, and other Town facilities.</p> <p>Publicize available warming/cooling centers as provided by the Santa Clara County of Office of Supportive Housing during inclement weather episodes.</p> <p>Provide regularly updated senior housing resource materials at the Adult Recreation Center, Library, and Farmers' Market.</p>	1/31/2031	6th Cycle	Completed	<p>Increase the Housing Resources Guide usage by measuring the number of persons accessing the Town's Housing Resources Guide on the website.</p> <p>Town's Housing Resource Guide (A Guide to Housing Service Programs and Affordable Housing )was updated in 2026-26.</p> <p>The Town Library may be activated as a warming/cooling center as needed.</p> <p>Town maintains a Local Services and Resources webpage to connect residents to various support services.</p>	Other	1	<p><a href="https://www.losgatosca.gov/DocumentCenter/View/8037/Los-Gatos-Housing-Resources-Guide?bidid=">https://www.losgatosca.gov/DocumentCenter/View/8037/Los-Gatos-Housing-Resources-Guide?bidid=</a></p> <p><a href="https://www.losgatosca.gov/3041/Local-Services-and-Resources">https://www.losgatosca.gov/3041/Local-Services-and-Resources</a></p>
AM - Santa Clara County Fair Housing Consortium	<p>Support the efforts of the Santa Clara County Fair Housing Consortium, as follows.</p> <p>Continue to make referrals through Project Sentinel and provide updated fair housing information on the Town's website and at public locations through the Town, such as the Adult Recreation Center, Library, Farmers' Market and public kiosks. Through an ongoing partnership with Project Sentinel, a member of the Consortium and the Town's service administrator for the Rental Dispute Resolution Program, Town staff is able to attend the Consortiums annual Fair Housing Symposium, receive training, and disseminate fair housing information (including how to contact Consortium agencies for assistance) to members of the public who contact the Town about a potential fair housing related matter.</p>	1/31/2031	6th Cycle	Continuous	<p>Measurable outcome: Zero displacement. Counsel 10 tenants annually on tenant/landlord concerns to prevent displacement.</p> <p>The Town's Housing Resource Guide (A Guide to Housing Service Programs and Affordable Housing) provides direct links to the Asian Law Alliance and Project Sentinel, members of the Fair Housing Consortium. This guide was updated in 2025-26.</p>	Other	0	<p><a href="https://www.losgatosca.gov/DocumentCenter/View/8037/Los-Gatos-Housing-Resources-Guide?bidid=">https://www.losgatosca.gov/DocumentCenter/View/8037/Los-Gatos-Housing-Resources-Guide?bidid=</a></p>
AN - Community Education Using a Variety of Communication Methods	<p>Provide education on the problems and needs of affordable housing as a means of changing negative attitudes towards the provision of affordable housing.</p> <p>Broadcast information about available housing resources through a variety of communication methods across media, technological nonprofit organizations and traditional in person outreach methods, such as the Farmers' Market, Library, and community center, with a particular focus on reaching the very low- and low-income demographic and those who may not have access to online resources.</p>	1/31/2031	6th Cycle	Continuous	<p>Measurable outcome: Increase availability of information. Continue to provide housing resources to very low- and low-income individuals.</p> <p>The Town's Housing Programs website is continuously updated with new information, as made available. On May 6, 2025, the Town Council made an Affordable Housing Month Proclamation. The Town's Below Market administrator, HouseKeys holds monthly virtual webinars to provide support to applicants and those with general questions on the application process for rental or owner-occupied below market price units in the Town.</p>	Other	0	<p><a href="https://www.losgatosca.gov/345/Housing-Programs">https://www.losgatosca.gov/345/Housing-Programs</a>,  <a href="https://www.housekeys.org/events?view=calendar&amp;month=01-2025">https://www.housekeys.org/events?view=calendar&amp;month=01-2025</a>, and  <a href="https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Packet-d86d40504d7644ec8101a144b25c4452.pdf">https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Packet-d86d40504d7644ec8101a144b25c4452.pdf</a></p>
AO - Educate Single-Family Property Owners Regarding In-Fill Housing Options	<p>Create and distribute educational materials to include information about the process to construct ADUs, multigenerational housing, and options available with Senate Bill SB 9.</p>	1/31/2031	6th Cycle	Continuous	<p>Measurable outcome: Provide education on SB 9 and ADU's.</p> <p>Pamphlets and dedicated webpages maintained for SB 9 and ADUs. Frequent discussions with contacts to provide answers to specific questions.</p> <p>Disseminated information at the Towns Spring into green event in April 2025.</p>	Other	0	<p><a href="https://www.losgatosca.gov/2481/Accessory-Dwelling-Unit-Information">https://www.losgatosca.gov/2481/Accessory-Dwelling-Unit-Information</a></p> <p><a href="https://www.losgatosca.gov/2703/Senate-Bill-SB-9">https://www.losgatosca.gov/2703/Senate-Bill-SB-9</a></p>
AP - Special Needs Housing	<p>Amend the Zoning Code to remove barriers to building special needs housing.</p>	1/31/2024	6th Cycle	In progress	<p>Measurable outcome: Amend the Zoning Code to remove barriers to building special needs housing</p> <p>On February 12, 2025 the Planning Commission recommended that the Town Council adopt a resolution to amend the Zoning Code to remove barriers to building special needs housing. Staff has further refined the resolution and will be returning to Planning Commission and Town Council mid to end-2026. The Town is complying with state law.</p>	Other	0	<p><a href="https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Agenda-f692bcba36a7470e9cfa400589be142.pdf">https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Agenda-f692bcba36a7470e9cfa400589be142.pdf</a></p>
AQ - Zoning Code Amendments	<p>Amend the Zoning Code to comply with State law and ensure adequate sites are available to accommodate the identified sites in the Sites Inventory. These Code revisions include:</p>	1/31/2024	6th Cycle	Continuous	<p>See specifics below.</p>	Other	1	<p>See specifics below.</p>
AQ	<p>Amend the Zoning Code to include a Housing Element Overlay Zone (HEOZ) to apply to the sites included in the Site Inventory to modify the development standards (i.e., density, lot coverage, FAR, height) on those sites. The Town will commit to monitoring and evaluating the HEOZ development standards and complete first evaluation of said standards by December 2026 and then annually thereafter, including outreach with the development community, and making adjustments as necessary. If it is determined that adjustments are needed, they will be completed within six months of the annual evaluation. The amended HEOZ Ordinance is projected to be adopted by the Town Council in March of 2024.</p>	3/1/2024	6th Cycle	Completed	<p>Measurable outcome: Zoning Code amendments.</p> <p>On November 7, 2023, the Town Council adopted the zoning and general plan amendment to create the HEOZ and apply the HEOZ to the Sites Inventory of the Housing Element. The HEOZ ordinance was effective on December 21, 2023.</p>	Other	1	<p><a href="https://meetings.municode.com/adaHtmlDocument/index?cc=LOSGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True">https://meetings.municode.com/adaHtmlDocument/index?cc=LOSGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True</a></p>
AQ	<p>Clarify the text of the non-residential zones regarding housing.</p>	1/31/2031	6th Cycle	In progress	<p>Measurable outcome: Zoning Code amendments.</p> <p>The Town is compliant with AB 2011 should a qualifying project be submitted to the Town.</p>	Other	0	<p>None</p>
AQ	<p>Rezoning the Caltrans Right-of-Way – Site E3 from R:1:8 to R-M. Take additionally steps to make the site available for residential development, including decertification, by the end of 2026. If by 2027 the site has not progressed to be available for residential development in the planning period, identify and add additional sites, if necessary, by 2028.</p>	12/31/2028	6th Cycle	In progress	<p>Measurable outcome: Zoning amendment.</p> <p>On November 7, 2023, the Town Council adopted a resolution to amend the General Plan land use designation of Caltrans Right-of-Way adjacent to 14685 Oka Road from Low Density Residential to Medium Density Residential</p>	Other	0	<p><a href="https://meetings.municode.com/adaHtmlDocument/index?cc=LOSGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True">https://meetings.municode.com/adaHtmlDocument/index?cc=LOSGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True</a></p>

AQ	Amend the Accessory Dwelling Unit Ordinance.	12/31/2028	6th Cycle	In progress	Measurable outcome: Zoning Code amendments. ADU Ord. amended in 2024 (Ordinance 2351). Ongoing effort to update again.	Other	0	None
AQ	Amend the Density Bonus Ordinance.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments.	Other	1	Ordinance 2366
AQ	Amend the Architecture and Site considerations for a multi-family and mixed-use project to make them objective and provide certainty in outcomes.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments. Planning Commission review of draft 12/10/2024. Town council adoption 1/21/2025	Other	1	Ordinance 2370
AQ	Amend the Architecture and Site findings for a multi-family and mixed-use project to make them objective and provide certainty in outcomes of the application review. Specifically, address Finding (4) relating to site layout and Finding (6) relating to the exterior architectural design of buildings and structures. These findings can be considered subjective and open to interpretation.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments. Planning Commission review of draft 12/10/2024. Town council adoption 1/21/2025	Other	1	Ordinance 2370
AQ	Amend the Conditional Use Permit findings for a multi-family and mixed-use project to make them objective and provide certainty in outcomes of the application review. Specifically, address Finding (1) relating to use of the property as desirable to the public convenience and Finding (2) relating to the integrity and character of the zone. These findings can be considered subjective and open to interpretation.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments. Planning Commission review of draft 12/10/2024. Town council adoption 1/21/2025	Other	1	Ordinance 2370
AQ	Amend the Zoning Code to clarify that the Town will comply with Section 65852.3 of the Government Code to allow the installation of manufactured homes.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments. Planning Commission review of draft 12/10/2024. Town council adoption 1/21/2025	Other	1	Ordinance 2370
AQ	Amend the Zoning Code to align the private open space and the community recreation space requirements for a multi-family and condominium project with the Objective Design Standards.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments. Planning Commission review of draft 12/10/2024. Town council adoption 1/21/2025	Other	1	Ordinance 2370
AQ	Amend the Zoning Code to align parking requirements for a multifamily and condominium project with the preparation of the Objective Design Standards.	12/31/2028	6th Cycle	Completed	Measurable outcome: Zoning Code amendments.  This item was inadvertently included in Program AQ as the Town's Objective Design Standards does not contain parking requirements for multi-family and condominium projects. Reductions in parking standards will be addressed in Program AA of the 2023-2031 Housing Element.	Other	1	Ordinance 2372
AR - General Plan Amendment	Amend the General Plan to modify the designation of 16492 Los Gatos Boulevard and Parcel 532-07-086 from Low Density Residential to Neighborhood Commercial, modify the designation of the Cal Trans Right-of-Way from Low Density Residential to Medium Density Residential, and establish new maximum densities for the High Residential, Medium Density Residential, Low Density Residential, Mixed-Use, Neighborhood Commercial, and Central Business District land use designations to provide for the development of housing for the sites in the Site Inventory. See Program AQ.  As individual elements of the General Plan are amended, the Town will review and revise related elements impacted to ensure internal consistency.  By-right approval without discretionary review: Pursuant to State law, the following types of sites used to fulfill the Town's lower income RHNA will be subjected to by-right approval without discretionary review pursuant to Government Code section 65583.2(H) and (I) when 20 percent or more of the units are affordable to lower income households: *Rezoning Sites: All sites that are to be rezoned with the Housing Element Overlay Zone (HEOZ) as identified in Appendix D, given that the rezoning occurs after the statutory deadline of the Housing Element (January 31, 2023). *Reuse Sites: As identified in Appendix D, sites that were used in the 5th cycle Housing Element to meet the RHNA will be rezoned with the HEOZ.	1/31/2024	6th Cycle	Completed	Measurable outcomes: General plan amendments.  On November 7, 2023, the Town Council adopted a resolution to amend the General Plan land use designation of 16492 Los Gatos Blvd and parcel identified as APN 532-07-086 from Low Density Residential Neighborhood Commercial.	Other	1	<a href="https://meetings.municode.com/adaHtmlDocument/index?cc=LOGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True">https://meetings.municode.com/adaHtmlDocument/index?cc=LOGATOS&amp;me=b26f19d7282545959b9ad78205822229&amp;ip=True</a>  <a href="#">Resolution 2023-065</a>
AS - Provide Adequate Sites for Housing, RHNA Rezoning, and Lower Income Households on Nonvacant and Vacant Sites Previously Identified	Rezoning sites as identified within Appendix D to accommodate the Town's RHNA and a 24 percent buffer to allow for compliance with No Net Loss Provisions of SB 166.  By-right approval without discretionary review: Pursuant to State law, the following types of sites used to fulfill the Town's lower income RHNA will be subjected to by-right approval without discretionary review pursuant to Government Code section 65583.2(H) and (I) when 20 percent or more of the units are affordable to lower income households: *Rezoning Sites: All sites that are to be rezoned with the Housing Element Overlay Zone (HEOZ) as identified in Appendix D, given that the rezoning occurs after the statutory deadline of the Housing Element (January 31, 2023). *Reuse Sites: As identified in Appendix D, sites that were used in the 5th cycle Housing Element to meet the RHNA will be rezoned with the HEOZ.	1/31/2023	6th Cycle	Completed	Measurable outcome: Rezoning the reuse sites.  On November 21, 2023, the Town Council adopted Ordinance 2348 applying the Housing Element Overlay Zone to a number of sites in the Town.	Other	1	Ordinance 2348

AT - Affirmative Marketing	<p>The Town will work with affordable and market rate housing developers to ensure that affordable housing is affirmatively marketed to households with disproportionate housing needs, including Hispanic and Black households who work in and live outside of Los Gatos (e.g., materials in Spanish and English, distributed through employers). The Town will notify a broad representation of the community to solicit ideas for housing strategies when they are discussed at Planning Commission or Town Council meetings. Specific outreach activities include:</p> <ul style="list-style-type: none"> <li>*Maintain the Housing Element email list and send public notices to all interested public and non-profit agencies and affected property owners.</li> <li>*Post notices at the Community Development Department and at the Town library with information on the type and number of units proposed for a project and their expected availability.</li> <li>*Publish notices in the local newspaper with information on the type and number of units proposed for a project and their expected availability.</li> <li>*Post information and meeting information on the Town's website and social media accounts with information on the type and number of units proposed for a project and their expected availability.</li> <li>*Provide notice to community groups such as West Valley Community Services with information on the type and number of units proposed for a project and their expected availability.</li> </ul>	1/31/2031	6th Cycle	Continuous	<p>Measurable outcome: Number of marketing plans updated.</p> <p>The Town will work with its Below Market Rate program administer, HouseKeys to affirmatively market any available affordable housing units generated from approved housing development projects. At this time, no projects have received building permits for construction and are close enough to approaching occupancy for this process to have began.</p>	Other	0	None
AU - Replacement Unit Program	<p>Adopt a policy requiring replacement housing units subject to the requirements of Government Code section 65915 (c)(3) when new development occurs on a housing inventory site which currently has or within the past five years had residential uses (existing, vacated or demolished), and was legally restricted to low-income households, or subject to price control, or occupied by low-income households.</p>	1/31/2024	6th Cycle	Completed	<p>Measurable outcome: Adopt a new policy.</p> <p>Completed, ordinance adopted by Town Council December 2024</p>	Other	1	Resolution 2024-052
AV - Senate Bill 9 Monitoring	<p>Annually monitor the number of SB 9 entitlements produced. By July 2027, if the production of SB 9 entitlements is falling short of the projected trend, the Town will initiate and develop strategies (additional incentives or provide greater flexibility to the development standards) to accommodate a potential shortfall by the end of 2027.</p> <p>Based on objective criteria that are consistent with recent SB 9 applications in the Town, about 3,000 parcels can potentially accommodate SB 9 units. Given the number of SB 9 applications received during 2023 (four two-unit development and seven urban lot splits), a projection of 12 SB 9 units annually is considered conservative.</p> <p>The Town has not utilized these potential SB 9 units to meet its RHNA adequate sites requirement. The Town's SB 9 Ordinance goes beyond the requirements of State law by allowing a 10 percent increase in the floor area ratio standards for an SB 9 project.</p>	1/31/2031	6th Cycle	Continuous	<p>Prepare Annual Progress Report and issue 96 SB 9 units over the eight-year period.</p> <p>Within the 6th Cycle thus far, the Town received at least 27 applications under SB 9, 13 of which were received in 2025. The Town maintains a dedicated webpage providing information on SB 9 and provides direct information to residents when inquiries are received. Staff continually tracks SB 9 applications and provides relevant data through the APR.</p>	Other	0	<a href="https://www.losgatosca.gov/2703/Senate-Bill-SB-9">https://www.losgatosca.gov/2703/Senate-Bill-SB-9</a>
AW - Story Poles and Netting Policy	<p>Update the Story Pole and Netting Policy and create alternative options for residential or mixed-use projects with affordable housing to reduce the associated costs of installing story poles, by providing an option to provide visuals, video rendering, or other visual methods in place of story poles for all multi-family and mixed-use projects to reduce constrains/cost and increase approval certainty.</p>	3/31/2024	6th Cycle	Completed	<p>Measurable outcome: Reduce cost of development by modifying the story pole requirements for affordable housing projects.</p> <p>Completed, ordinance adopted by Town Council April 2024</p>	Other	1	Resolution 2024-017
AX - Local Labor Program List	<p>Establish and post a list of local labor unions and apprenticeship programs on the website to encourage the developers and contractors to hire local labor.</p>	12/31/2024	6th Cycle	Completed	<p>Measurable outcome: Annually update the list or upon request from a local union.</p> <p>The Town maintains a webpage providing a list of local labor unions and primary contacts for each union.</p>	Other	1	<a href="https://www.losgatosca.gov/2970/Local-Labor-Unions">https://www.losgatosca.gov/2970/Local-Labor-Unions</a>
AY - Housing Mobility	<p>Housing mobility strategies consist of removing barriers to housing in areas of opportunity and strategically enhancing access (Los Gatos is entirely highest resource in terms of access to opportunity and a concentrated area of affluence). To improve housing mobility and promote more housing choices and affordability townwide, including in lower density neighborhoods, the Town will employ a suite of actions to expand housing opportunities affordable to extremely low, very low-, low-, and moderate-income households. Actions and strategies include:</p>	1/31/2031	6th Cycle	Continuous	<p>Measurable outcome: Provide 160 housing opportunities affordable to lower income households by January 2031.</p> <p>The Town approved 43 deed restricted BMP units in 2025, and another 77 so far in 2026.</p>	Other	0	None
AY	<p>SB 9 – Monitor the Town's SB 9 standards and amend standards to facilitate SB 9 applications (e.g., duplexes in single-family zones) if the Town is not on track to meet its SB 9 application goals during the planning period. See Program AV.</p>	1/31/2031	6th Cycle	Continuous	<p>See Program AV.</p> <p>Within the 6th Cycle thus far, the Town received at least 27 applications under SB 9, 13 of which were received in 2025. The Town maintains a dedicated webpage providing information on SB 9 and provides direct information to residents when inquiries are received. Staff continually tracks SB 9 applications and provides relevant data through the APR.</p>	Other	0	<a href="https://www.losgatosca.gov/2703/Senate-Bill-SB-9">https://www.losgatosca.gov/2703/Senate-Bill-SB-9</a>

AY	Rezoning for Small Multi-Unit Housing, "Missing Middle" – Modify the Zoning Code to facilitate small multi-unit housing in certain low and medium density designations. This includes creating mixed residential neighborhoods through new and innovative housing types that meet the changing needs of Los Gatos households and expand housing choices in a variety of neighborhoods. Housing types include, but are not limited to single dwelling units, multifamily dwelling units, accessory dwelling units, small and micro units, use of prefabricated homes, and clustered/cottage housing. The modification of the Zoning Code to facilitate the development of small multi-unit housing will occur in a variety of neighborhoods throughout the Town except for in the Very High Fire Hazard Severity Zones, hillside residential zones, and historic districts. See Program J.	1/31/2031	6th Cycle	Continuous	See Program J.  The Town encourages and continues to permit construction of new JADUs, with approved permits for 8 JADUs in the 6th Cycle thus far, including two in 2025. The Town continues to approve a number of SB 9 lot splits and two-unit developments. Additionally, conversations are ongoing with property owners for development of housing at religious institutions. The Town is open to receiving a development application through SB 10, although none have been submitted to date.	Units		0 None
AY	Housing on Town Sites – Enter into a public-private partnership to develop housing, targeting low income households, on Town owned properties. See Program E.	1/31/2031	6th Cycle	Continuous	See Program E.  Continuous and ongoing.	Meetings		0 None
AY	Enhanced Inclusionary Housing – Assess and amend the Town's inclusionary housing requirements to better produce low-income units and units for special needs groups townwide. See Program L.	1/31/2031	6th Cycle	Completed	See Program L.  The Town updated its BMP Ordinance in 2024. The Town approved 43 deed restricted BMP units in 2025.	Other		1 Ordinance 2366
AY	Accessory Dwelling Units (ADUs) – Encourage and streamline ADUs in single-family neighborhoods by preparing standardized ADU plans with a variety of unit sizes and by affirmatively marketing and outreach to increase awareness and the diversity of individuals residing in Los Gatos. See Program Q.	1/31/2031	6th Cycle	Completed	See Program Q.  Preapproved plans published on Town website by December 2024.	Other		<a href="https://townoflosgatos.aduaccelerator.org/gallery">https://townoflosgatos.aduaccelerator.org/gallery</a>
AY	Junior ADUs – Develop and adopt objective standards to allow more than one (at minimum two) Junior ADU per structure by July 2025. The objective is to achieve at least 10 JADUs in lower-density neighborhoods by January 2031. See Program Q.	1/31/2031	6th Cycle	Completed	See Program Q.  CA Gov Code Section 66333 (a) limits the number of JADUs to one per residential lot zoned for single-family residences.	Other		1 None
AY	Religious Institutional Sites – Expand housing opportunities on all religious institutional sites within the Town. See Program S. Conduct outreach to owners and operators of religious institutions to raise awareness and encourage housing proposals. Increase affordable housing on religious institution/faith-based site(s) during the 2023-2031 planning period by 25 units. If no application for housing on a religious institution/faith based site is received by December 2025, the Town will expand outreach efforts to be conducted annually. This may include direct mailings to faith-based sites highlighting successful affordable housing units on other faith-based sites, as well as available Town resources and programs to support such projects (e.g., Programs N, P, T, AI, AJ – Assist in securing funding for affordable housing projects).	1/31/2031	6th Cycle	Continuous	See Programs N, P, T, AI, AJ.  Research complete and internal draft Ordinance in production. The Town continues conversation with property owners for development of housing at religious institutions.  SB 4 (Affordable Housing on Faith and Higher Education Lands Act of 2023) made housing developments on faith and higher education lands a by-right use.	Units		0 None
AY	Homesharing – Research and pursue a homesharing program, including coordination with non-profits and others to assist at least 50 homeowners in renting out available ADUs and JADUs with tenants. The Town will publicize and take other actions as necessary (e.g., facilitate presentations at the Los Gatos Adult Recreation Center, etc.) at least annually with the goal of five opportunities per year. See Program T.	1/31/2031	6th Cycle	Not yet started	See Program T.	Other		0 None

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 5.

ITEM NO: 5

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DATE: March 17, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project Located at 50 Los Gatos-Saratoga Road), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented**

RECOMMENDATION: Adopt a resolution approving the final map for Tract Number 10657 (Solana Project located at 50 Los Gatos-Saratoga Road), accepting the dedications, and approving and authorizing the Town Manager to execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement, in substantially the form presented.

FISCAL IMPACT:

The Town will incur incremental ongoing maintenance costs for the additional public right-of-way improvements following acceptance of the project. Since the Town already maintains Los Gatos-Saratoga Road, this incremental cost is expected to be small relative to the cost of maintaining the existing right-of-way. As noted above, the developer will enter into an agreement, as required by the project's conditions of approval, to maintain the proposed vegetated areas within the Town right-of-way, thus limiting the Town's maintenance costs. Infrastructure within the project, including all stormwater treatment facilities, landscaped areas within the right-of-way, roadways, and the multi-use pathway improvements, will be privately maintained in perpetuity pursuant to recorded maintenance agreements.

PREPARED BY: James Watson  
Senior Engineer

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

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PAGE 2 OF 3

SUBJECT: Various Actions Related to 50 Los Gatos-Saratoga Road

DATE: March 17, 2026

STRATEGIC PRIORITY:

This action supports the Town's strategic priorities by supporting the development of a range of housing opportunities while facilitating implementation of the Town's certified Housing Element and previously approved housing entitlements.

BACKGROUND:

On December 20, 2023, SummerHill Homes LLC ("Developer") applied for permits related to the construction of a multi-family mixed-use residential development located at 50 Los Gatos-Saratoga Road (formally the Los Gatos Lodge, including Assessor Parcel Numbers 529-24-032, 529-24-001, and 529-24-003). The application proposed 155 units on a site requiring a grading permit, removal of large, protected trees, and a condominium vesting tentative map under Senate Bill 330, also known as the Housing Crisis Act of 2019. On March 4, 2025, the Town Council approved the project entitlement. An appeal was filed and subsequently denied, establishing an entitlement date for the development of March 4, 2025.

The Developer has filed the Final Map for Tract Number 10657 to subdivide and create 28 new parcels for condominium purposes, five supporting roadways, and a designated remainder. The Final Map includes public service easements, public access easements, and emergency vehicle access easements located onsite to be dedicated to the Town. The Final Map is ministerial in nature and implements the previously approved vesting tentative map.

DISCUSSION:

The final map subdivides five existing parcels, spanning an area of approximately 8.0 acres, into 155 separate condominium spaces for multi-family residential units, private streets, open space, and areas for stormwater treatment. The developer has provided all necessary maps and drawings, as well as the required agreements, contracts, bonds, and liability insurance to guarantee the construction of all improvements. The developer paid its Storm Drainage Fee prior to commencement of on-site demolition work and is required to pay a Traffic Impact Fee prior to the issuance of any certificate of occupancy, as appropriate, to fully comply with the previously imposed development conditions and Town ordinances. Staff has reviewed the Final Map and finds it to be in substantial conformance with the approved Vesting Tentative Map, Conditions of Approval, and the Subdivision Map Act.

The developer is also required to construct an emergency vehicle access path across the adjacent Los Gatos High School property to connect with the existing road network on the school site. This pathway will be available for public access to the high school but will include a gate that is locked and controlled by Los Gatos High School. Access to the path will be from the Highway 9 area of the development. The easement for the pathway is shown on the map, the

PAGE 3 OF 3

SUBJECT: Various Actions Related to 50 Los Gatos-Saratoga Road

DATE: March 17, 2026

work is stipulated in the Subdivision Improvement Agreement, and the maintenance is defined in the Multi-Use Pathway Maintenance Agreement.

The agreements provided in Attachments 3, 4, 5, and 6 are necessary to facilitate the development and meet the requirements of several of the project's conditions of approval. These agreements are substantially complete in their attached form and may undergo minor adjustments. All maintenance agreements will be recorded against the property and will run with the land, binding successors and assigns.

CONCLUSION:

Staff recommends that Council adopt a resolution approving the final map, accepting the dedications, approving and authorizing the Town Manager to execute the above-listed agreements for Tract Number 10657 (Solana Project located at 50 Los Gatos-Saratoga Road) in substantially the form attached.

COORDINATION:

This staff report has been coordinated with the Community Development Department, Town Attorney's Office, and Town Manager's Office.

ENVIRONMENTAL ASSESSMENT:

Approval of the final map and the associated agreements is not a project subject to CEQA, because it can be seen with certainty that these actions will not impact the physical environment. (CEQA Guidelines Section 15061(b)(3).)

With regard to the approved development project, additional environmental review of the proposed project was not required pursuant to CEQA Guidelines Section 15183. The proposed project was consistent with the development density that was analyzed in the EIR for the 2040 General Plan.

Attachments:

1. Resolution
2. Final Map
3. Subdivision Improvement Agreement
4. Landscape Maintenance Agreement
5. Stormwater Treatment Facilities Maintenance Agreement
6. Multi-Use Pathway Maintenance Agreement

**RESOLUTION 2026-**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
ACCEPTING THE FINAL MAP FOR TRACT NO. 10657 (THE SOLANA PROJECT LOCATED  
AT 50 LOS GATOS-SARATOGA ROAD), AUTHORIZING THE EXECUTION OF A  
SUBDIVISION IMPROVEMENT AGREEMENT AND RELATED DOCUMENTS, AND  
MAKING FINDINGS IN SUPPORT THEREOF**

**WHEREAS**, SummerHill 50 LGSR LLC, a California Limited Liability Company (“Subdivider”), has submitted for approval a Final Map entitled “Tract 10657” (the “Final Map”), covering approximately 8.0 acres located at Los Gatos-Saratoga Road and Alberto Way, Town of Los Gatos, County of Santa Clara, State of California; and

**WHEREAS**, The Final Map is consistent with the Town’s General Plan, any applicable Specific Plan, the Town’s Subdivision Ordinance (Chapter 24 of the Los Gatos Municipal Code), and the Subdivision Map Act (Government Code Section 66433-66443); and

**WHEREAS**, the Planning Commission of the Town of Los Gatos recommended project approval on February 12, 2025, including a Vesting Tentative Map for Condominium Purposes subject to conditions of approval; and

**WHEREAS**, the Town Engineer has reviewed the Final Map and certified that it is technically correct and substantially in compliance with the approved Vesting Tentative Map and applicable laws; and

**WHEREAS**, the Subdivider has agreed to enter into a Subdivision Improvement Agreement (“Improvement Agreement”) with the Town to guarantee the installation of required public improvements, and to provide improvement security as required by law; and

**WHEREAS**, the Subdivider has also agreed to execute and/or record the following associated agreements and documents, as applicable:

- Stormwater Treatment Facilities Maintenance Agreement,
- Landscape Maintenance Agreement,
- Multi-Use Pathway Maintenance Agreement,
- Offers of Dedication for emergency vehicle access easements, public access easements, and public utility easements,
- Any other agreements required by the conditions of approval; and

**WHEREAS**, the Town Council has considered the Final Map and all related reports and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

**Section 1. Findings.**

The Town Council hereby finds that:

1. The Final Map is in substantial compliance with the previously approved Vesting Tentative Map and all conditions of approval.
2. The Final Map complies with applicable provisions of the Subdivision Map Act and the Los Gatos Municipal Code.
3. The required public improvements are secured by the Improvement Agreement and accompanying bonds or other approved security.
4. The project complies with the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15183: Streamlining Process, since the proposed project's environmental impacts were adequately addressed in the 2020 General Plan EIR and/or 2040 General Plan EIR, as applicable.

**Section 2. Approval of Final Map.**

The Final Map for "Tract 10657 - The Solana Project" is hereby approved, subject to satisfaction of all conditions of approval.

**Section 3. Acceptance of Offers of Dedication.**

The Town Council hereby accepts, on behalf of the public, the offers of dedication shown on the Final Map for:

- Public utility easements
- Emergency Vehicle Access Easements,
- Public Access Easements

Such acceptance shall become effective upon recordation of the Final Map, except for any offers specifically rejected or accepted subject to future improvement.

**Section 4. Authorization to Execute Agreements.**

The Town Manager is hereby authorized and directed to execute the Subdivision Improvement Agreement and any related agreements referenced herein, in substantially the form presented and subject to approval as to form by the Town Attorney.

The Town Clerk is authorized to attest to such documents, and the Town Manager, Town Engineer, and other appropriate officials are authorized to take all actions necessary to implement this Resolution.

**Section 5. Recordation.**

The Town Clerk is authorized and directed to transmit the approved Final Map to the County Recorder for recordation upon execution of the Improvement Agreement and receipt of required securities and fees.

**Section 6. Effective Date.**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the \_\_\_\_ of \_\_\_\_\_, 2026, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

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

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF ALL OF TRACT ONE,  
PARCELS TWO, THREE, AND FOUR; A PORTION OF TRACT ONE, PARCEL ONE,  
AND A PORTION OF TRACT TWO, AS ALL ARE DESCRIBED IN THAT GRANT DEED  
RECORDED AS DOCUMENT NO. 25884750 OF SANTA CLARA COUNTY RECORDS.  
TOWN OF LOS GATOS, SANTA CLARA COUNTY, CALIFORNIA



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JANUARY 2026

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY SHOWN WITHIN THE DISTINCTIVE BORDERLINE ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

1. THE AREAS DELINEATED "PUBLIC ACCESS EASEMENT" (PAE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF PUBLIC PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.
2. THE AREAS DELINEATED "PUBLIC SERVICE EASEMENT" (PSE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING UNDERGROUND PUBLIC UTILITIES INCLUDING ELECTRIC, GAS, CABLE TELEVISION, COMMUNICATION, STORM DRAIN, WATER, IRRIGATION AND APPURTENANCES THERETO CONTAINED WITHIN THE PSE ARE PRIVATE STORM DRAIN FACILITIES. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE STORM DRAINAGE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.
3. THE AREAS DELINEATED "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF EMERGENCY VEHICLE INGRESS AND EGRESS.

THE ABOVE MENTIONED EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS, STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS, AND TREES OR DEEP ROOTED SHRUBS.

WE HEREBY RESERVE AN EASEMENT FOR PRIVATE STORM DRAIN FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "PSE". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE STORM DRAIN FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE AN EASEMENT FOR PRIVATE SANITARY SEWER FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "PSS". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SANITARY SEWER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE AN EASEMENT FOR SOIL WAIL AND/OR FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "SW". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SOIL WAIL AND/OR FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

THE AREAS DESIGNATED PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E & PARCEL F ARE NOT OFFERED FOR DEDICATION FOR USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR THE PURPOSE OF PRIVATE STREETS/PARKING, UTILITIES, DRAINAGE, AND PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS FOR THIS MAP. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

## OWNER'S STATEMENT (CONTINUED)

THE AREA DESIGNATED PARCEL G, PARCEL H & PARCEL I IS NOT OFFERED FOR DEDICATION FOR USE BY THE GENERAL PUBLIC BUT IS RESERVED FOR THE PURPOSE OF OPEN SPACE, UTILITIES, DRAINAGE, AND PRIVATE PEDESTRIAN INGRESS AND EGRESS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS FOR THIS MAP. SAID PARCEL IS TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED "DESIGNATED REMAINDER" IS TO BE RETAINED BY THE OWNER.

AS OWNER:

SUMMERHILL SO ILSR LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: SUMMERHILL IOL VENTURE LLC,  
A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: SUMMERHILL IOL VENTURE MANAGER LLC, A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MANAGING MEMBER

BY: SUMMERHILL HOMES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: Kevin Ebrahimi BY: Jason R. Biggs

NAME (PRINT): KEVIN EBRAHIMI NAME (PRINT): JASON R. BIGGS

TITLE: SR. VICE PRESIDENT TITLE: SR. VICE PRESIDENT

DATE: 1/14/26 DATE: 1/14/26

## OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } SS.  
COUNTY OF SANTA CLARA }

ON 1/14/26 BEFORE ME, JUDY LEPULO, A NOTARY PUBLIC, PERSONALLY APPEARED KEVIN EBRAHIMI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: Judy Lepulo

NAME (PRINT): JUDY LEPULO

PRINCIPAL (COUNTY OF BUSINESS): SANTA CLARA COUNTY

MY COMMISSION NUMBER: 2399135

MY COMMISSION EXPIRES: MARCH 30, 2026

## OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } SS.  
COUNTY OF SANTA CLARA }

ON 1/14/26 BEFORE ME, JUDY LEPULO, A NOTARY PUBLIC, PERSONALLY APPEARED JASON R. BIGGS, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: Judy Lepulo

NAME (PRINT): JUDY LEPULO

PRINCIPAL (COUNTY OF BUSINESS): SANTA CLARA COUNTY

MY COMMISSION NUMBER: 2399135

MY COMMISSION EXPIRES: MARCH 30, 2026

## 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 SUMMERHILL CONSTRUCTION COMPANY IN JANUARY OF 2026. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

1/14/2026  
DATE



Mark H. Weber  
MARK H. WEBER, P.L.S.  
L.S. NO. 7950

## RECORDER'S STATEMENT

FILED THIS 14 DAY OF JANUARY, 2026, AT SANTA CLARA IN BOOK        OF MAPS AT REQUEST OF FIRST AMERICAN TITLE COMPANY.

FILE NO.        LOUIS (CHIAMANTE), COUNTY RECORDER  
FEE:        BY:        DEPUTY  
P.A.D.:

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF ALL OF TRACT ONE,  
PARCELS TWO, THREE, AND FOUR; A PORTION OF TRACT ONE, PARCEL ONE;  
AND A PORTION OF TRACT TWO, AS ALL ARE DESCRIBED IN THAT GRANT DEED  
RECORDED AS DOCUMENT NO. 25884750 OF SANTA CLARA COUNTY RECORDS.  
TOWN OF LOS GATOS, SANTA CLARA COUNTY, CALIFORNIA



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JANUARY 2026

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## TRUSTEE'S STATEMENT

THE UNDERSIGNED, TRSTE, INC., A VIRGINIA CORPORATION, AS TRUSTEE UNDER THE DOCUMENT RECORDED OCTOBER 15, 2025 AS DOCUMENT NO. 25884752, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP TRACT 10657, AND JOINS IN ALL OFFERS OF DEDICATION HEREIN.

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

NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

## SIGNATURE OMISSIONS:

PURSUANT TO GOVERNMENT CODE SECTION 86436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- SAN JOSE WATER: AN EASEMENT FOR WATER PIPELINE AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 7, 2012 AS DOCUMENT NO. 21942580 OF OFFICIAL RECORDS.

## TOWN ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED TRACT 10657 THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

1/22/2026  
DATE



GARY HEAP  
TOWN ENGINEER  
RCE NO. 52355

## TRUSTEE'S ACKNOWLEDGMENT

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

STATE OF \_\_\_\_\_ SS.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, 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/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## STATEMENT OF THE COUNCIL OF THE TOWN OF LOS GATOS

IT IS ORDERED THAT THE PARCEL MAP OR MAP OF TRACT 10657 IS HEREBY APPROVED, THAT ALL STREETS, ROADS, EASEMENT AND OTHER PARCELS OF LAND SHOWN UPON SAID MAP, AND THEREIN OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES OF WHICH THEY ARE OFFERED.

I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA, AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

CLERK ADMINISTRATOR  
TOWN OF LOS GATOS

DATE

## TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED TRACT 10657, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

1-16-26  
DATE



DEAN A. JURADO  
ACTING TOWN SURVEYOR  
PLS 9032

## TITLE NOTES

THE LANDS INCLUDED WITHIN THIS TRACT MAP ARE SUBJECT TO THE FOLLOWING TERMS AND PROVISIONS:

- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT," RECORDED MARCH 27, 1925 AS BOOK 147, PAGE 290 OF OFFICIAL RECORDS.
- THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT REGARDING FEE CREDIT SAVINGS," RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884751 OF OFFICIAL RECORDS.

A DOCUMENT RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884753 OF OFFICIAL RECORDS PROVIDES THAT THE ABOVE DOCUMENT WAS SUBORDINATED TO THE DOCUMENT RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884752 OF OFFICIAL RECORDS.

## SOILS / GEOTECHNICAL REPORT NOTE

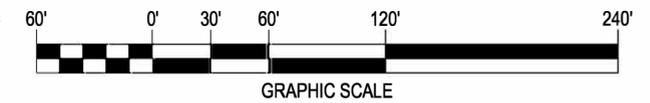
A GEOTECHNICAL ASSESSMENT WAS PREPARED BY ENGeo, DATED MARCH 19, 2025 PROJECT NO. 23306.000.001, SIGNED BY GREGORY CUBBON, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

# TRACT 10657

CONSISTING OF 11 SHEETS  
 BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.

**cbg**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SCALE: 1" = 60'  
 DECEMBER 2025

SAN RAMON (925) 866-0322  
 ROSEVILLE (916) 788-4456  
 WWW.CBANDGS.COM



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
- FOUND MONUMENT AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- PSE PUBLIC SERVICE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT

## REFERENCES:

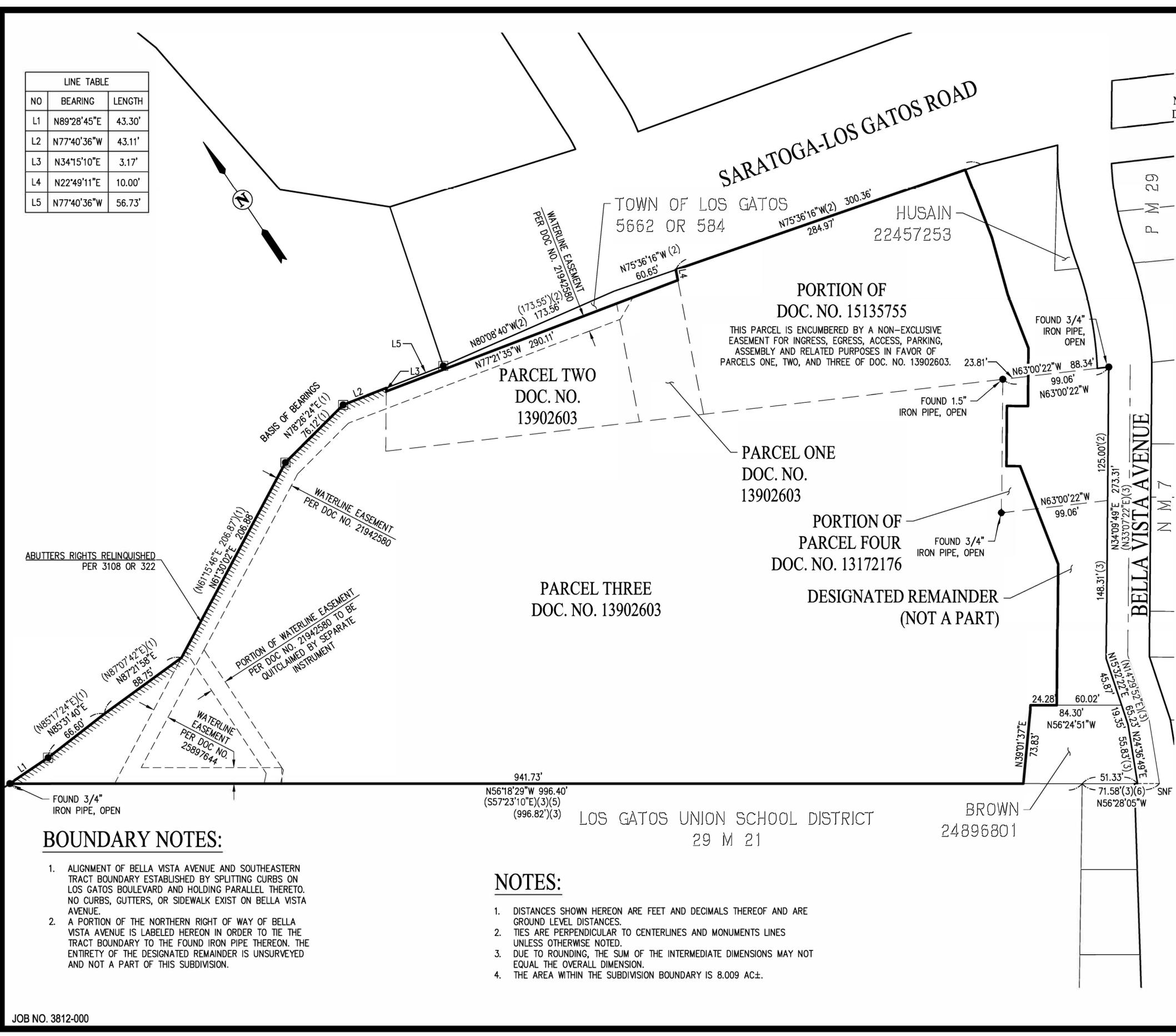
- (#) INDICATES REFERENCE NUMBER
- (1) STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13 (R63018)(GRID)
- (2) STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13A (R63019)(GRID)
- (3) RECORD OF SURVEY OF THE LANDS OF IGNAZIO PRESTIGIACOMO (93 M 7)
- (4) MAP OF THE BRAGDON SUBDIVISION (P-M 29)
- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M 21)
- (6) RECORD OF SURVEY (913 M 16)

## EASEMENT NOTE

EASEMENTS WHICH AFFECT THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED FROM RECORD INFORMATION ARE AS FOLLOWS:

1. EASEMENT FOR WATER MAIN AND INCIDENTAL PURPOSES PER BOOK 18 OF DEEDS, PAGE 88 OF OFFICIAL RECORDS.

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°28'45"E	43.30'
L2	N77°40'36"W	43.11'
L3	N34°15'10"E	3.17'
L4	N22°49'11"E	10.00'
L5	N77°40'36"W	56.73'



## BOUNDARY NOTES:

1. ALIGNMENT OF BELLA VISTA AVENUE AND SOUTHEASTERN TRACT BOUNDARY ESTABLISHED BY SPLITTING CURBS ON LOS GATOS BOULEVARD AND HOLDING PARALLEL THERETO. NO CURBS, GUTTERS, OR SIDEWALK EXIST ON BELLA VISTA AVENUE.
2. A PORTION OF THE NORTHERN RIGHT OF WAY OF BELLA VISTA AVENUE IS LABELED HEREON IN ORDER TO TIE THE TRACT BOUNDARY TO THE FOUND IRON PIPE THEREON. THE ENTIRETY OF THE DESIGNATED REMAINDER IS UNSURVEYED AND NOT A PART OF THIS SUBDIVISION.

## NOTES:

1. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
3. DUE TO ROUNDING, THE SUM OF THE INTERMEDIATE DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO,  
AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT  
NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM  
DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL  
OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO.  
15135755, ALL OF SANTA CLARA COUNTY RECORDS.



SAN RAMON (925) 866-0322  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
SCALE: 1" = 60' DECEMBER 2025

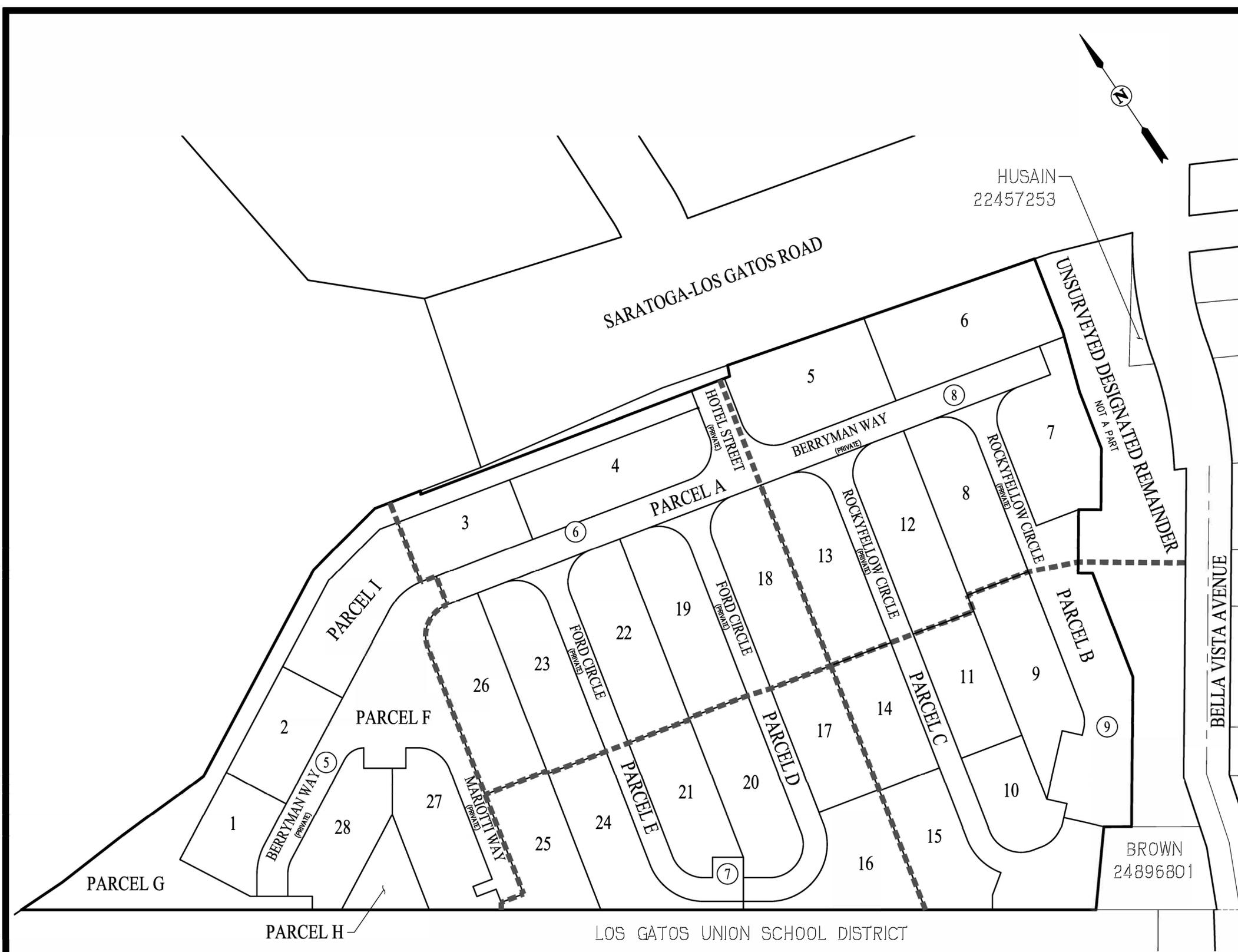


### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6"  
CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN  
LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF  
WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
	SHEET LIMIT
	SHEET NUMBER



PRELIMINARY

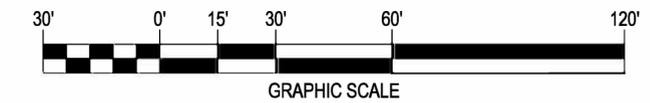
# TRACT 10657

CONSISTING OF 11 SHEETS  
 BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.



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CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 30' DECEMBER 2025



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
- FOUND MONUMENT AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- PSE PUBLIC SERVICE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT

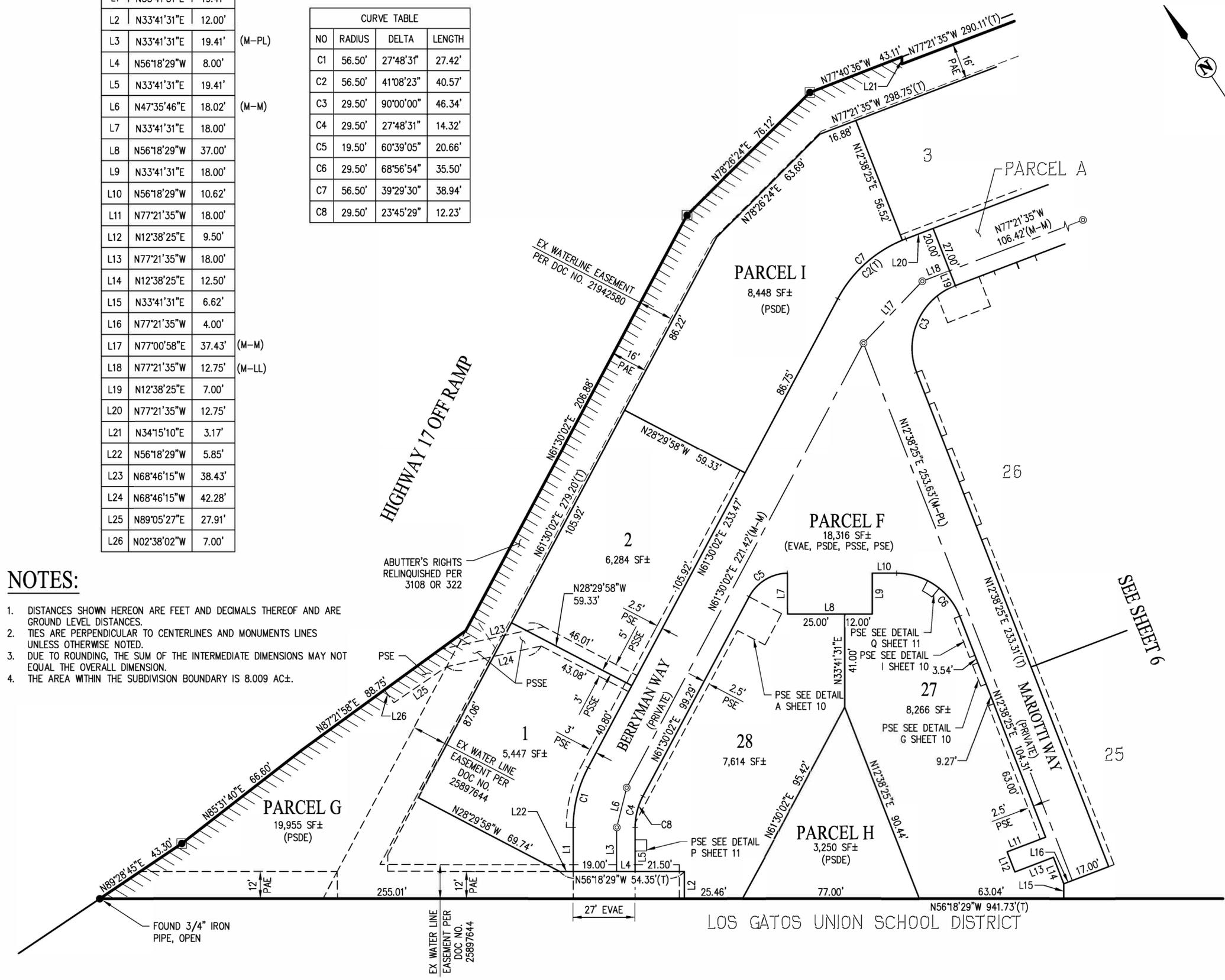
## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13 (R63018)(GRID)
- (2) STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13A (R63019)(GRID)
- (3) RECORD OF SURVEY OF THE LANDS OF IGNAZIO PRESTIGIACOMO (93 M 7)
- (4) MAP OF THE BRAGDON SUBDIVISION (P.M. 29)
- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M-21)
- (6) RECORD OF SURVEY (913 M 16)

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°41'31"E	19.41'
L2	N33°41'31"E	12.00'
L3	N33°41'31"E	19.41'
L4	N56°18'29"W	8.00'
L5	N33°41'31"E	19.41'
L6	N47°35'46"E	18.02'
L7	N33°41'31"E	18.00'
L8	N56°18'29"W	37.00'
L9	N33°41'31"E	18.00'
L10	N56°18'29"W	10.62'
L11	N77°21'35"W	18.00'
L12	N12°38'25"E	9.50'
L13	N77°21'35"W	18.00'
L14	N12°38'25"E	12.50'
L15	N33°41'31"E	6.62'
L16	N77°21'35"W	4.00'
L17	N77°00'58"E	37.43'
L18	N77°21'35"W	12.75'
L19	N12°38'25"E	7.00'
L20	N77°21'35"W	12.75'
L21	N34°15'10"E	3.17'
L22	N56°18'29"W	5.85'
L23	N68°46'15"W	38.43'
L24	N68°46'15"W	42.28'
L25	N89°05'27"E	27.91'
L26	N02°38'02"W	7.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	56.50'	27°48'31"	27.42'
C2	56.50'	41°08'23"	40.57'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	27°48'31"	14.32'
C5	19.50'	60°39'05"	20.66'
C6	29.50'	68°56'54"	35.50'
C7	56.50'	39°29'30"	38.94'
C8	29.50'	23°45'29"	12.23'

- ### NOTES:
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  - DUE TO ROUNDING, THE SUM OF THE INTERMEDIATE DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
  - THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

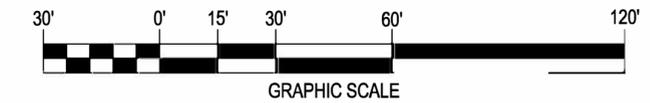


# TRACT 10657

CONSISTING OF 11 SHEETS  
 BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.



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 CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 30'  
 DECEMBER 2025



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

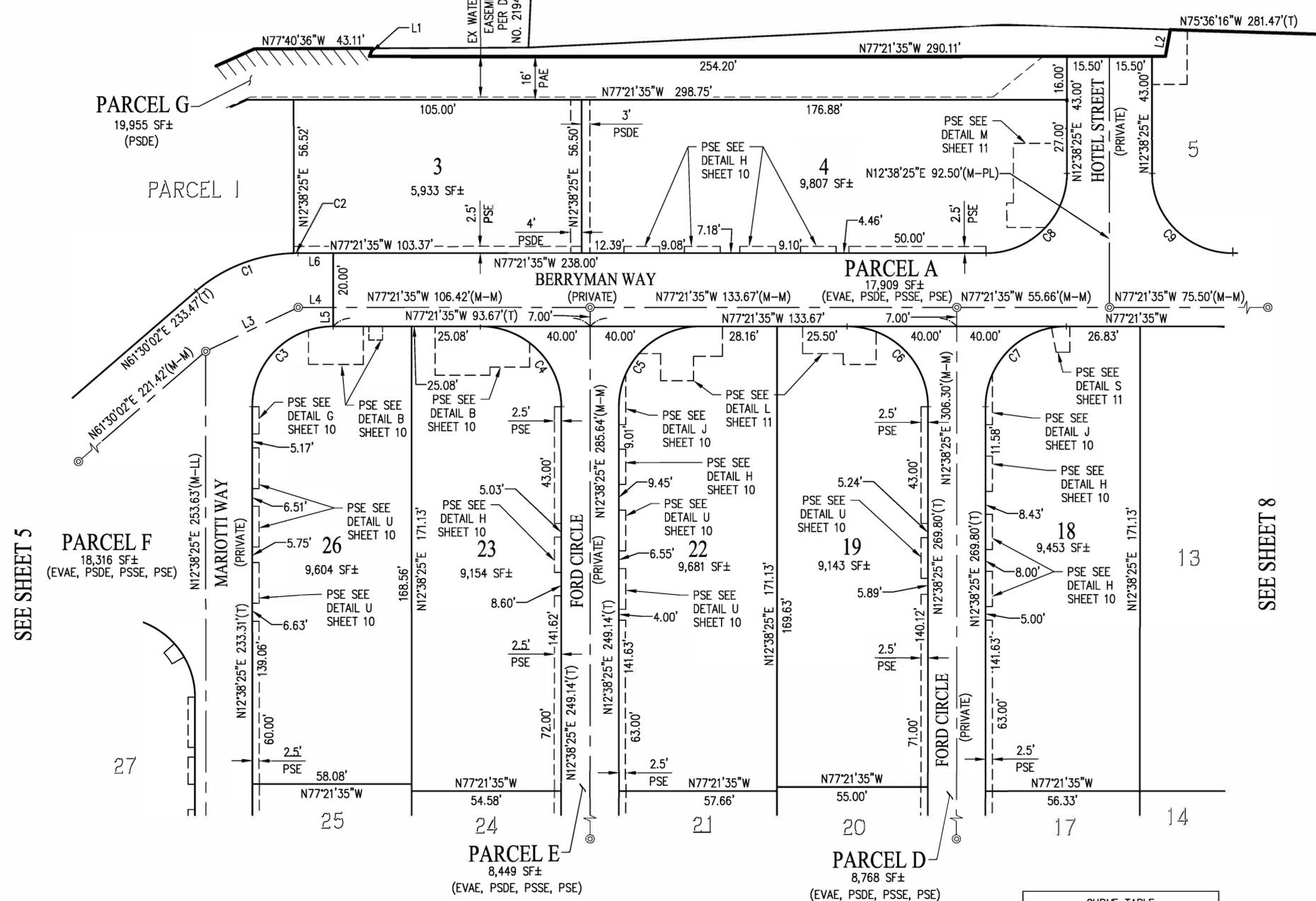
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
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### SARATOGA-LOS GATOS ROAD



SEE SHEET 5

SEE SHEET 8

SEE SHEET 7

## NOTES:

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2. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
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4. THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

NO	RADIUS	DELTA	LENGTH
C1	56.50'	41°08'23"	40.57'
C2	56.50'	1°38'53"	1.63'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	90°00'00"	46.34'
C5	29.50'	90°00'00"	46.34'
C6	29.50'	90°00'00"	46.34'
C7	29.50'	90°00'00"	46.34'
C8	29.50'	90°00'00"	46.34'
C9	29.50'	90°00'00"	46.34'

NO	BEARING	LENGTH
L1	N34°15'10"E	3.17'
L2	N22°49'11"E	10.00'
L3	N77°00'58"E	37.43'
L4	N77°21'35"W	12.75'
L5	N12°38'25"E	7.00'
L6	N77°21'35"W	12.75'

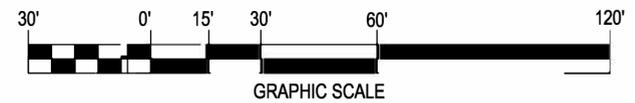
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CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 30' DECEMBER 2025



## BASIS OF BEARINGS:

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## LEGEND

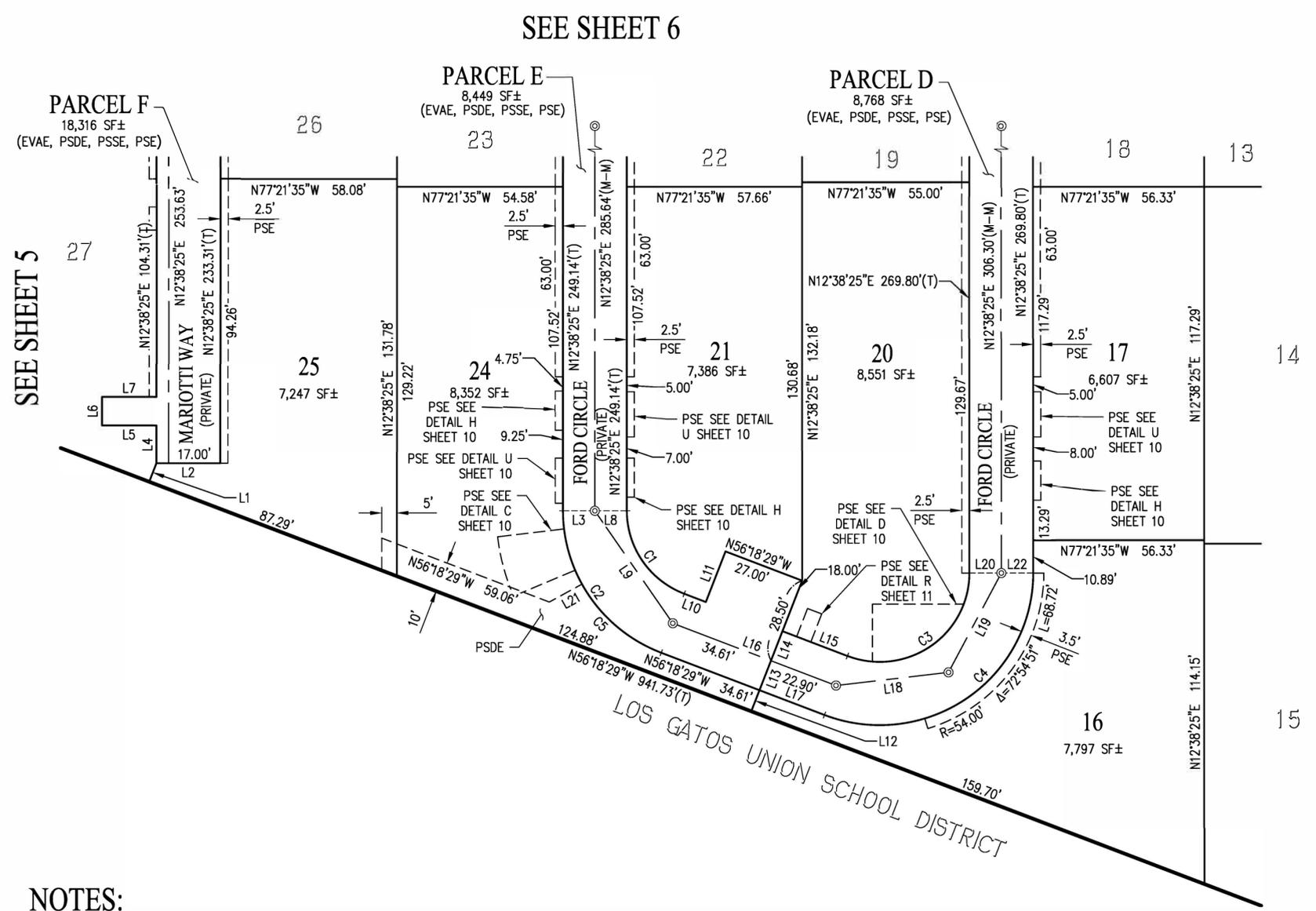
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- TOTAL
- RADIAL
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
- FOUND MONUMENT AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- PUBLIC SERVICE EASEMENT
- PUBLIC ACCESS EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
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- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M-21)
- (6) RECORD OF SURVEY (913 M 16)

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°41'31"E	6.62'
L2	N77°21'35"W	21.00'
L3	N77°21'35"W	10.50'
L4	N12°38'25"E	12.50'
L5	N77°21'35"W	18.00'
L6	N12°38'25"E	9.50'
L7	N77°21'35"W	18.00'
L8	N77°21'35"W	10.50'
L9	N21°50'02"W	45.28' (M-M)
L10	N56°18'29"W	7.61'
L11	N33°41'31"E	18.00'
L12	N33°41'31"E	7.50'
L13	N33°41'31"E	10.50'
L14	N33°41'31"E	10.50'
L15	N56°18'29"W	22.90' (M-M)
L16	N56°18'29"W	57.51' (M-M)
L17	N56°18'29"W	22.90' (M-M)
L18	N84°04'16"W	37.27' (M-M)
L19	N40°24'11"E	37.27' (M-M)
L20	N77°21'35"W	10.50'
L21	N73°48'08"E	12.25' (R)
L22	N77°21'35"W	10.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.50'	68°56'54"	35.50'
C2	50.50'	68°56'54"	60.77'
C3	29.50'	111°03'06"	57.18'
C4	50.50'	111°03'06"	97.88'
C5	50.50'	40°06'37"	35.35' (PSDE)



## NOTES:

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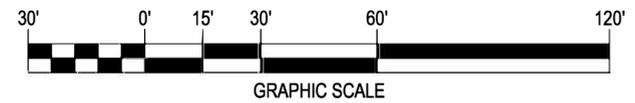
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CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 30' DECEMBER 2025



## BASIS OF BEARINGS:

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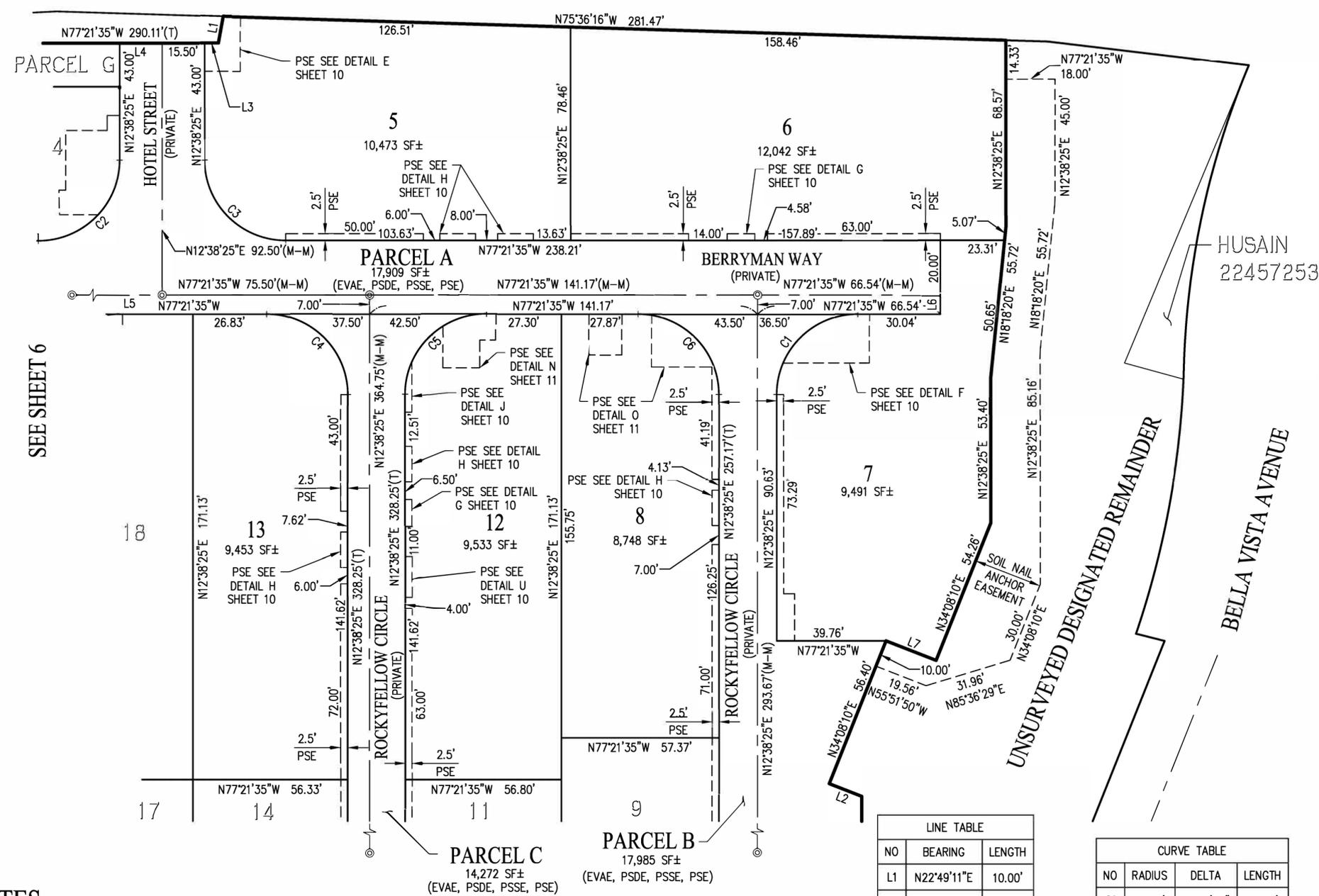
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
PSE	PUBLIC SERVICE EASEMENT
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- (6) RECORD OF SURVEY (913 M 16)

### SARATOGA-LOS GATOS ROAD



LINE TABLE		
NO	BEARING	LENGTH
L1	N22°49'11"E	10.00'
L2	N55°51'50"W	12.69'
L3	N77°21'35"W	4.91'
L4	N77°21'35"W	15.50'
L5	N77°21'35"W	55.66' (M-M)
L6	N12°38'25"E	7.00'
L7	N55°51'50"W	19.56'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.50'	90°00'00"	46.34'
C2	29.50'	90°00'00"	46.34'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	89°59'59"	46.34'
C5	29.50'	90°00'00"	46.34'
C6	29.50'	90°00'00"	46.34'

## NOTES:

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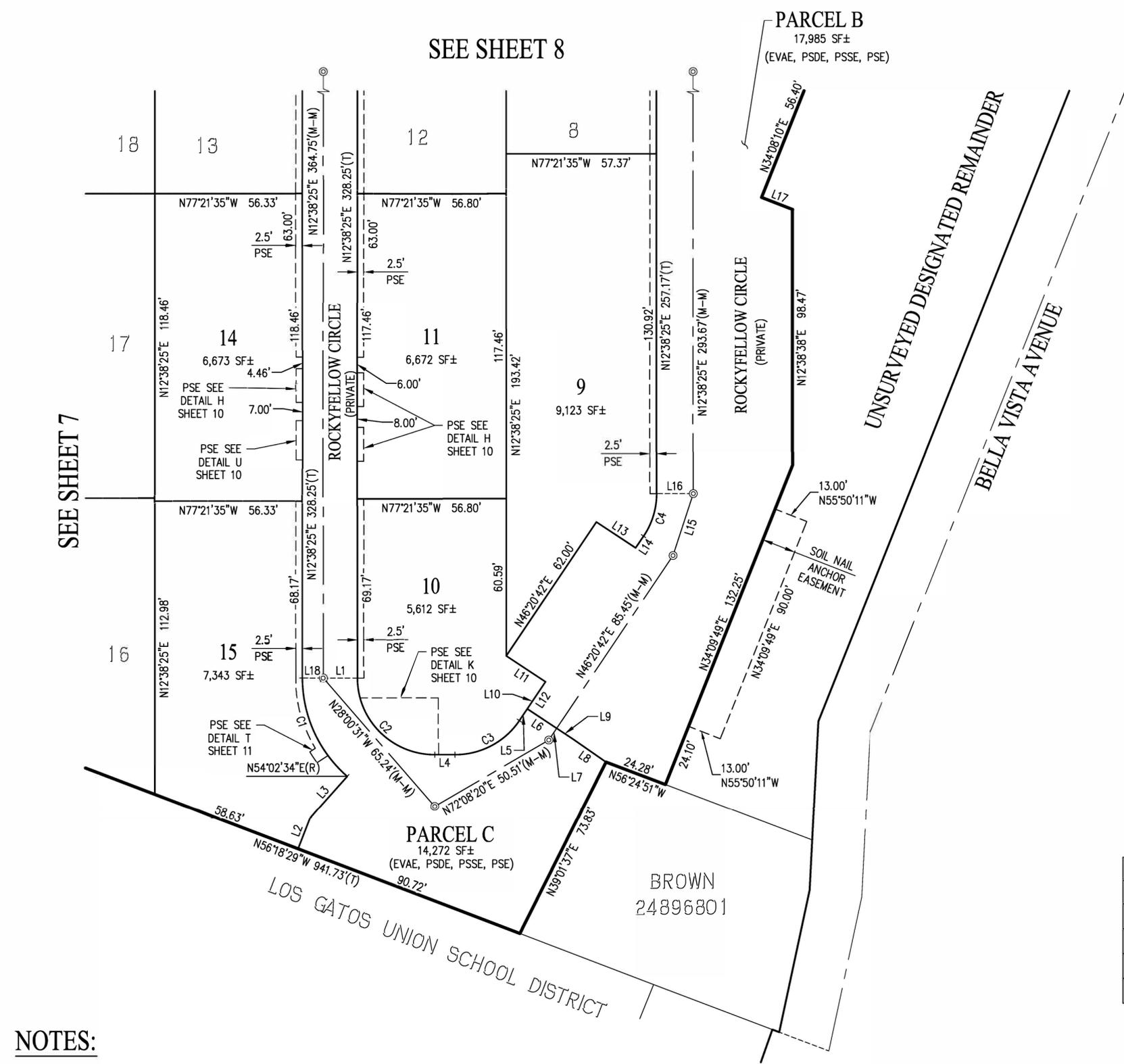
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## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
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	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
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EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
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- (6) RECORD OF SURVEY (913 M 16)



NO	BEARING	LENGTH
L1	N77°21'35"W	13.00'
L2	N33°41'31"E	12.88'
L3	N54°02'34"E	21.30'
L4	N77°21'35"W	7.75'
L5	N46°20'42"E	5.44'
L6	N43°39'18"W	13.50'
L7	N46°20'42"E	5.44' (M-L)
L8	N42°17'33"W	15.37'
L9	N43°39'18"W	7.50'
L10	N46°20'42"E	17.99'
L11	N43°39'18"W	18.00'
L12	N46°20'42"E	12.54'
L13	N43°39'18"W	18.00'
L14	N46°20'42"E	5.46'
L15	N30°35'09"E	25.08' (M-M)
L16	N77°21'35"W	14.00'
L17	N55°51'50"W	12.69'
L18	N77°21'35"W	8.00'

NO	RADIUS	DELTA	LENGTH
C1	50.50'	48°35'51"	42.83'
C2	29.50'	90°00'00"	46.34'
C3	29.50'	56°17'43"	28.98'
C4	29.50'	33°42'17"	17.35'

## NOTES:

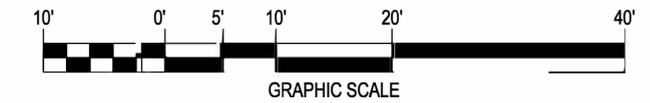
1. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
3. DUE TO ROUNDING, THE SUM OF THE INTERMEDIATE DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.



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ROSEVILLE (916) 788-4456  
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DECEMBER 2025



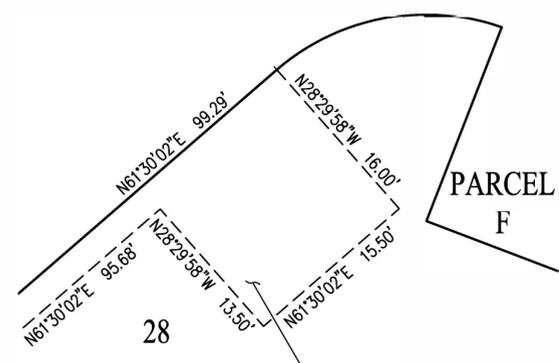
## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

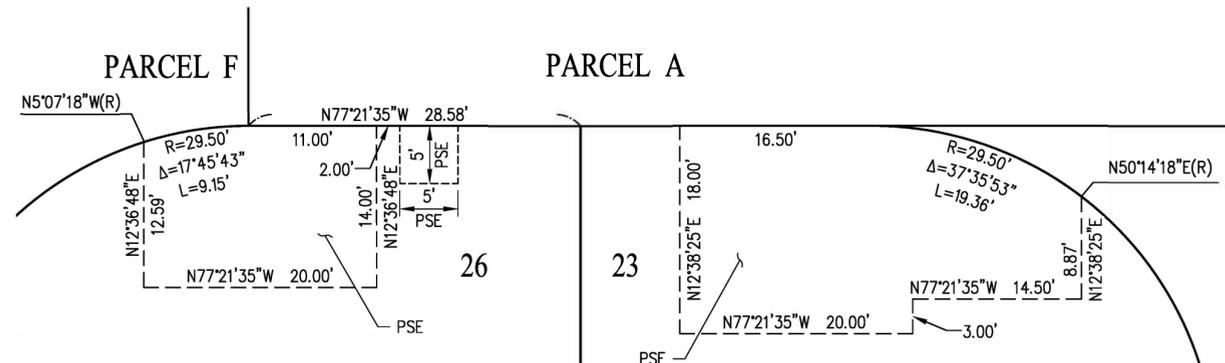
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT

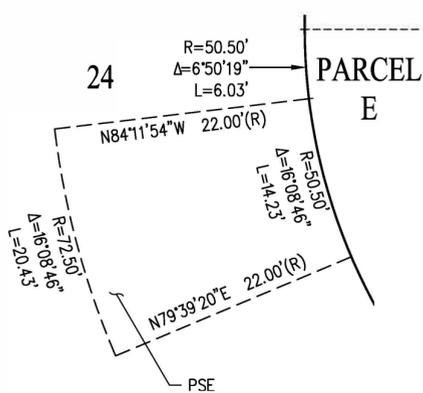
PRELIMINARY



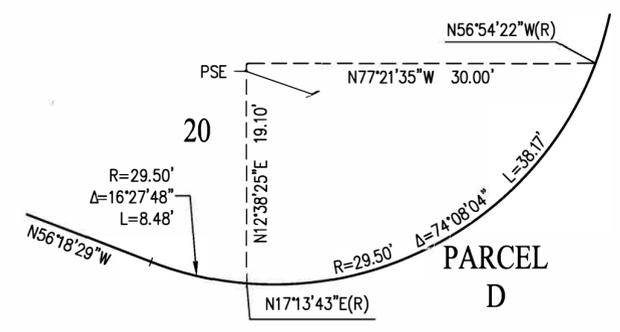
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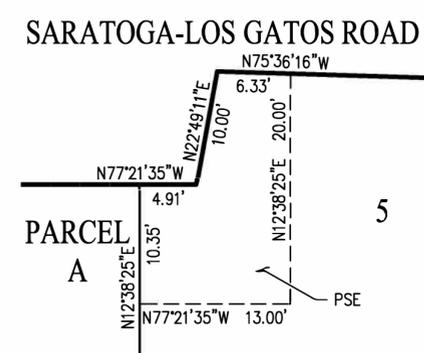
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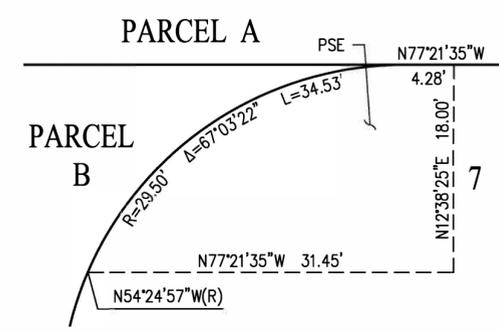
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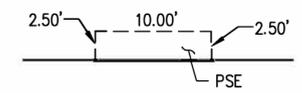
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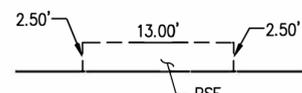
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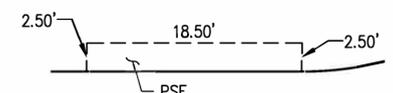
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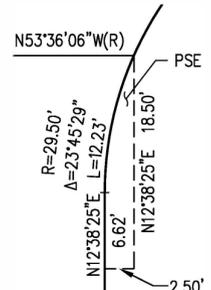
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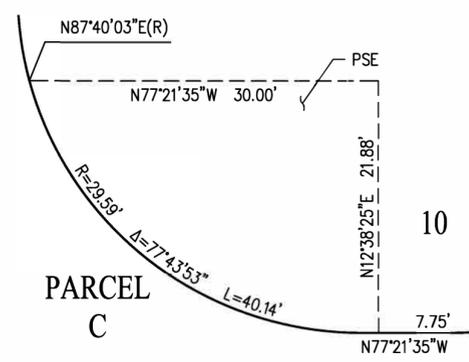
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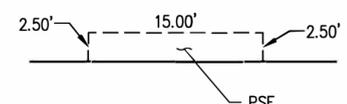
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DETAIL J  
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DETAIL K  
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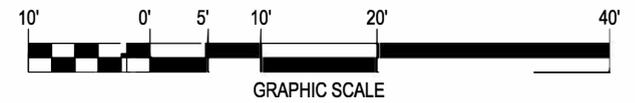
DETAIL U  
NOT TO SCALE

# TRACT 10657

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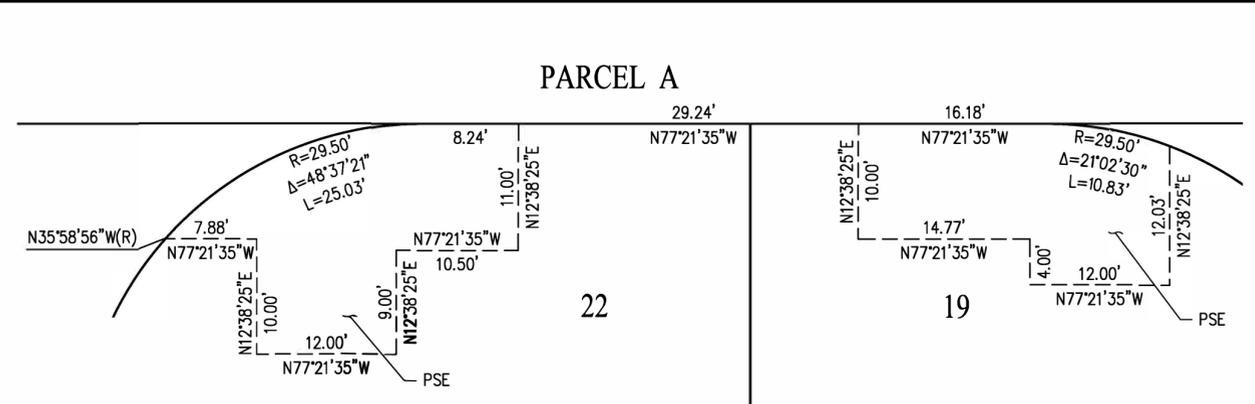
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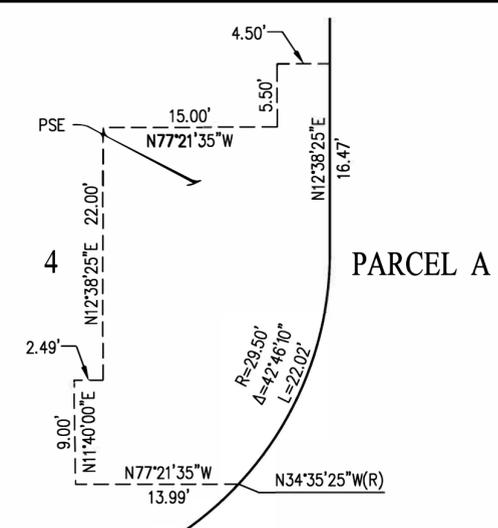
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
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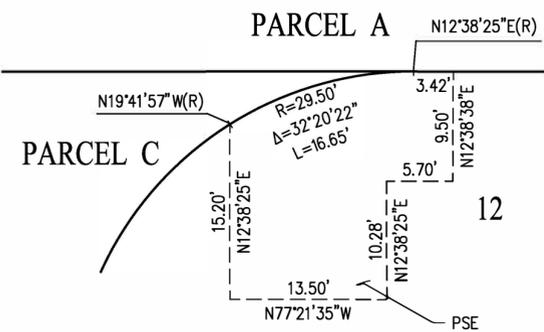
**PRELIMINARY**



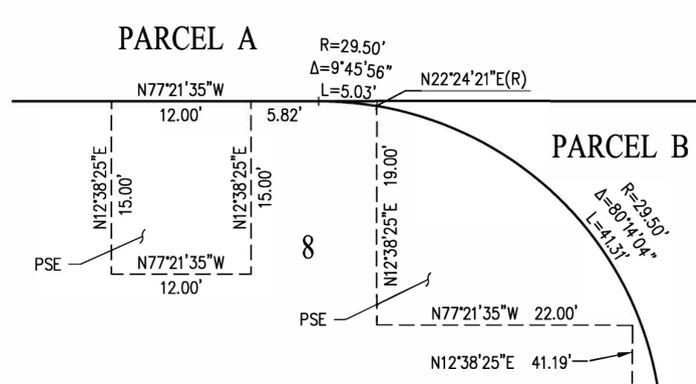
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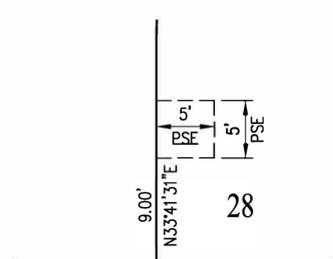
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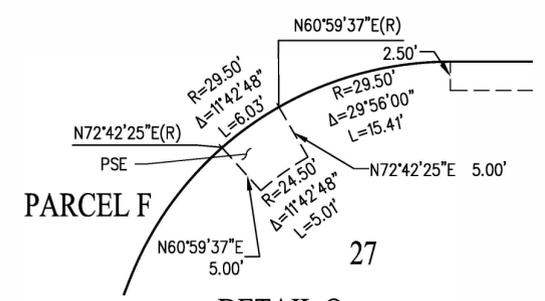
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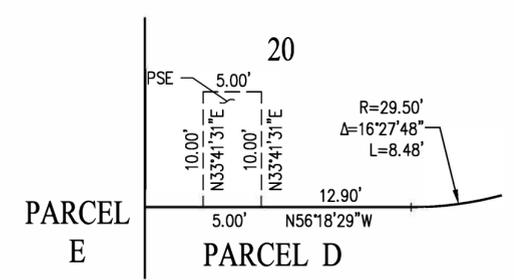
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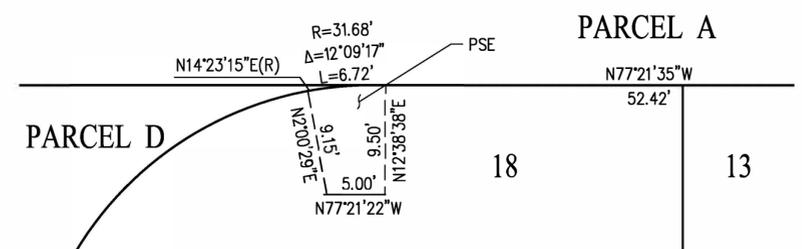
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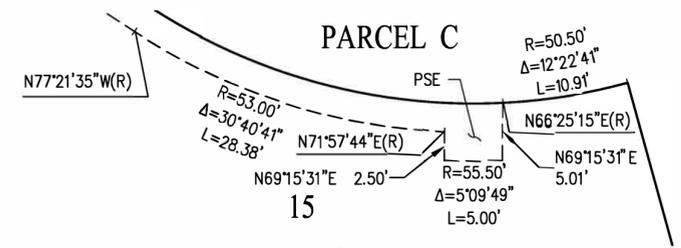
**DETAIL Q**  
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**DETAIL R**  
NOT TO SCALE



**DETAIL S**  
NOT TO SCALE



**DETAIL T**  
NOT TO SCALE

**SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND  
SUMMERHILL 50 LGSR LLC  
  
LOS GATOS, CALIFORNIA**

This agreement, made and entered into effective upon the last date this document is signed by the parties hereto, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter "Town," and SUMMERHILL 50 LGSR LLC, after this called "Subdivider," whose principal place of business is 6101 Bollinger Canyon Road, Suite 425, San Ramon, CA 94583.

WITNESSETH

**WHEREAS**, a Final Map (hereinafter "Map") of Tract 10657 (the "Subdivision") owned by Subdivider and commonly known as "Solana," has been filed with the Town, which Map is incorporated herein by reference;

**WHEREAS**, the Conditions of Approval of the Subdivision Application (M-23-009) require the Subdivider to construct and complete certain off-site public improvements. The improvement plans dated [MONTH] [DAY], [YEAR] ("Improvement Plans") were submitted and approved by the Town under Encroachment Permit Application Number EN25-150. These approved improvements are hereinafter referred to as "Required Improvements";

**WHEREAS**, the Subdivider has prepared, and the Town Engineer has approved, Improvement Plans for the completion of the Required Improvements in connection with the Subdivision. The approved Improvement Plans ("Plans") are on file in the Office of the Town Engineer and are incorporated into this agreement by this reference, along with any changes or modifications as may be required by the Town Engineer or designee due to errors, omissions, or changes in conditions;

**WHEREAS**, Subdivider recognizes that, by approval of the Map for Subdivision, Town has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots and/or condominiums within the Subdivision. As a result, Town will be damaged to the extent of the cost of installation of these Required Improvements by Subdivider's failure to perform its obligations to commence construction of the Required Improvements by the time established in this agreement. The Town shall be entitled to all remedies available to it pursuant to this agreement and law in the event of default by Subdivider; and

**WHEREAS**, Subdivider has asked Town to review and approve the Map and accept the dedications therein offered, subject to and on condition that the Subdivider, prior to issuance of a building permit for the Required Improvements, enter into this agreement with the Town, and provide the Town with such security for performance and insurance and all other things as required by this agreement;

**NOW, THEREFORE**, to insure satisfactory performance by Subdivider of these obligations, and in consideration of the approval of the Map, the parties now agree as follows:

**1. PERFORMANCE OF WORK**

Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements. The Plans and specification of the Required Improvements may be modified by the Subdivider as the Subdivision progresses, subject to prior written approval of the Town Engineer.

## 2. WORK; SATISFACTION OF TOWN ENGINEER

All the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades shown upon approved Plans and specifications and the Town's Ordinances, Improvement Standards and Specifications, to the satisfaction of the Town Engineer.

3. **TIME OF COMPLETION.** Work shall be completed within two (2) years from the date of this agreement, subject to extension due to force majeure event as set forth in this Agreement.

## 4. INSPECTION BY TOWN

Subdivider shall at all times provide safe access for inspection by the Town to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

## 5. SURVEY MONUMENTS

Subdivider shall install all Subdivision monuments required by law prior to recordation of the Notice of Acceptance.

## 6. DEDICATION OF EASEMENTS OR RIGHT-OF-WAY

The Town acknowledges that Subdivider has offered to the Town public right of way easements, public access easement (PAE), Public Service easement (PSE), and emergency vehicle access easement (EVAE) as shown on the Map.

## 7. PERMITS; COMPLIANCE WITH LAW.

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the Required Improvements and give all necessary notices and pay all fees and taxes required by law. In the performance of this Agreement, Subdivider shall comply with all applicable laws, ordinances, regulations, and rules of all governmental agencies with jurisdiction, including, but not limited to, the provisions of the Government Code and the applicable provisions of the Labor Code of the State of California.

## 8. REVERSION TO ACREAGE

If none of the Required Improvements have been made within the time required pursuant to this Agreement, subject to allowable extensions, the Town may initiate proceedings for reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code Section 66499.16 and Subdivider shall bear all applicable costs.

## 9. IMPROVEMENT SECURITY

Concurrently with the execution of this agreement, the Subdivider shall furnish the Town:

- a. **Faithful Performance Security:** Pursuant to California Government Code section 66499.3(a) Subdivider shall, before the release of the Map by the Town for filing for record and as a condition precedent to the recordation of it, furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing performance by Subdivider of all work shown on the Plans and completion within the agreed time. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$477,895.

- b. **Payment Security:** Subdivider shall furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing the obligations for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials for the completion of the Required Improvements. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$477,895.
- c. **Guarantee and Warranty Security:** It is further agreed that a “guarantee and warranty security” in the amount of ten (10%) percent of the total estimated cost of the Required Improvements for a period of one (1) year following their completion and acceptance by the Town against any defective work or labor done, or defective materials furnished, by the Subdivider. This limitation on the security does not shorten any time during which the Town may act to enforce the Subdivider’s obligations under the terms of this agreement, nor shorten any time during which Town may bring an action in an appropriate court regarding the subject or performance of this agreement.
- d. **Monument Security:** It is further agreed that a “monument security” in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision within the period of time specified in the Surveyor’s Statement on the approved Final Map. The amount of cash, instrument of credit or bond shall be \$26,000.
- e. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California.
- f. No change, alteration, or addition to the terms of this agreement or the Plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.
- g. The securities shall be irrevocable, shall not be limited as to time except as to the one (1) year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in **Section 10-Release of Security**. All securities provided pursuant to this agreement shall expressly obligate the surety for any extension authorized by the Town for Subdivider’s completion of the Required Improvements, whether or not the surety is given notice of such an extension by the Town.

## 10. RELEASE OF SECURITY

- a. **Guarantee and Warranty Security:** Any unused portion of the guarantee and warranty security shall be released one (1) year after acceptance of the Required Improvements by the Town Council. The amount to be released shall first be reduced by the amount deemed necessary by the Town to correct any defects in the Required Improvements that are known or believed by the Town to exist at the end of the guarantee and warranty period.
- b. **Payment Security:** Security securing the payment to the contractor, his or her subcontractors, and to persons furnishing labor, materials or equipment shall, after acceptance of the work, be reduced to an amount equal to the total timely claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body and, if no such claims have been timely recorded, the security shall be released in full.
- c. **Faithful Performance Security:** The faithful performance security shall be released upon acceptance of the Required Improvements by the Town Council.

- d. **Monument Security:** The monument security may be released upon acceptance of the required monument installation by the Director.

#### 11. TOWN MAY REQUIRE ADDITIONAL SECURITY

If during the course of performance, the Town considers that the total estimated cost of the Required Improvements or work to be performed hereunder makes it necessary to have the Subdivider post additional security, the Town may require, at Subdivider's election, either an additional cash deposit, letter of credit or a surety bond guaranteeing performance. The condition of the security shall be that if the Subdivider fails to perform its obligation under this Agreement, the Town may, in the case of a cash bond or letter of credit, act for Subdivider using the proceeds, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement.

#### 12. INDEMNIFICATION AND HOLD HARMLESS

Subdivider does expressly agree to protect, defend, indemnify and hold harmless (hereinafter, "hold harmless") the Town, its elected and appointed officials, employees and agents (hereinafter, the "Town"), from any and all loss or damage, and from any and all liability, including cost of defense, for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any or all persons or person (hereinafter, "Claim") because of or resulting from the acts by Subdivider of any and all things required of Subdivider by this agreement, or because of or arising or resulting from the failure or omission by Subdivider to do any and all things necessary to and required by this agreement or by law, or arising or resulting from the negligent acts by Subdivider, Subdivider's agents, employees or subcontractors of any and all things required to be done by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions of Subdivider, Subdivider's agents or employees. Subdivider shall not be required to hold harmless (as described above) the Town for Claims caused or arising out of the sole negligence or willful misconduct of the Town.

#### 13. INSURANCE

Subdivider shall furnish to the Town and file with the Town Clerk evidence of, and at all times during the performance of its obligations under this agreement maintain, the insurance described in **Exhibit A**.

#### 14. NO WAIVER BY TOWN

Inspecting of the work or materials, or approval of work or materials, or a statement by an official, agent, or employee of the Town indicating the work complies with this Agreement, or acceptance of all or any portion of the work or materials, or payments thereof, or any combination of all of these acts shall not relieve Subdivider of its obligation to fulfill this Agreement; nor is the Town by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

#### 15. TIME EXTENSIONS

- a. If performance of this agreement actually should be delayed by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, subcontractor delays, labor shortages, material shortages or delays, Town delays, or for other reasons beyond the control of the Subdivider, the time for the construction of same may be extended by the Town Engineer for such period of time as is reasonable.
- b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the Town in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing.

- c. In the event the Town extends the time of commencement and/or completion of the Required Improvements, such extension shall be granted in writing by the Town to the Subdivider pursuant to this agreement, and/or without relieving or releasing those providing an improvement security pursuant to this agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.
- d. In granting any extension of time, the Town may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the incomplete Required Improvements, taking into account all Required Improvements that have been completed.

## 16. MAINTENANCE OF PUBLIC INFRASTRUCTURE

The Subdivider shall maintain all Required Improvements (streets, sidewalks, right-of-way, street light, storm drainage facility, sanitary sewer, etc.) in a safe and usable condition at all times during construction. Should any Required Improvements become unsafe, unusable or inoperable because of the Subdivider's activities, the Subdivider shall immediately cease all work on the Subdivision until the public infrastructure is made safe and usable, for which the Subdivider shall be solely responsible.

Subdivider shall repair or replace Required Improvements and monuments shown on the map and Improvement Plans which have been destroyed or damaged prior to final acceptance of the completed work and improvements by the Town Council.

## 17. WARRANTY OF WORK

Subdivider expressly warrants and guarantees all work performed and all materials used for a period of one year after completion and final acceptance by the Town Council. Subdivider shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Subdivider's omission or deficient performance for one year after acceptance. If the Subdivider fails to act promptly or in accordance with this agreement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the Town may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay the Town the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by Town.

## 18. DEFAULT BY SUBDIVIDER

- a. Default of Subdivider shall include, but not be limited to:
  - (1) Subdivider's failure to timely commence construction of Required Improvements under this agreement;
  - (2) Subdivider's failure to complete construction of the Required Improvements within the time period provided by this Agreement or any extensions thereof;
  - (3) Subdivider's failure to timely cure any defect in the Required Improvements during the one (1) year guaranty and warranty period where such failure continues beyond thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure;

(4) Subdivider's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work, for reasons other than force majeure events;

(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure by Subdivider's lender: or

(7) Subdivider's failure to perform any other obligation under this agreement within thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure.

**b.** The Town reserves all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement.

**c.** The Town shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate Town's damages in the event of Subdivider's default.

(1) The Town may serve written notice of any default upon the surety on any surety bond furnished as improvement security hereunder, and request that the surety take over and complete the Required Improvements. If the surety, within 7 business days after service of such notice of default, does not give the Town written notice of its intention to perform this Agreement, or does not commence performance within 5 business days after notice to Town of its intention to perform, the Town may take over the work and prosecute the same to completion, by contract or by other method the Town deems advisable, for the account and at the expense of the Subdivider and its surety.

(2) Subdivider acknowledges that the estimated total costs and Required Improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Required Improvements and, consequently, Town's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. If the damages incurred by the Town in taking over and completing the Improvements exceed the principal amount of the Required Improvement security, then the Subdivider shall reimburse the Town in the amount of such excess damages.

(3) The Town may, without liability for doing so, take possession of, and utilize in completing the Required Improvements, such materials, appliances, plant and other property belonging to the Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the Town and its forces, including contractors, upon any real property in the subdivision owned by the Subdivider or any assignee of this Agreement, in the event the Town elects to maintain or complete the work on the Required Improvements following Subdivider's default.

(4) Subdivider acknowledges and agrees that, upon approval of the Map for the Subdivision, Town will confer substantial rights upon the Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, Town will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement.

(5) The Town's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

(6) If the Town sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Required Improvements, Subdivider agrees to pay all reasonable attorney fees and other costs and expenses of litigation incurred by the Town in connection therewith, even if Subdivider subsequently resumes and completes the work.

## **19. TIME OF ESSENCE**

Time is of the essence in this Agreement.

## **20. ASSIGNMENT OF AGREEMENT**

Neither this Agreement, nor any part of it, is assignable by Subdivider without the written consent of the Town, which shall not be unreasonably withheld or delayed.

## **21. HEIRS, SUCCESSORS, AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

## **22. SUBDIVIDER NOT AGENCY OF THE TOWN**

Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of Town in connection with the performance of Subdivider's obligations under this Agreement.

## **23. NOTICES**

Notices regarding this agreement shall be given as follows and shall be considered effective upon either personal delivery or five (5) days following deposit in the U.S. Mail:

To SUBDIVIDER: SUMMERHILL 50 LGSR LLC  
6101 Bollinger Canyon Road, Suite 425  
San Ramon, CA 94583

and

SummerHill 50 LGSR LLC  
777 California Avenue  
Palo Alto, CA 94304  
Attn: General Counsel

To TOWN: Parks and Public Works Department  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, California 95030

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

## **24. 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.

**25. ENTIRE AGREEMENT AND AMENDMENT**

This agreement constitutes the complete and exclusive statement of the agreement between the Town and Subdivider. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before, during or after the execution of this agreement, shall affect or modify any of the terms or obligations contained in the agreement. There are no intended third party beneficiaries to this Agreement.

**26. PAYMENT OF OUTSTANDING FEES**

Prior to acceptance of Required Improvements for permanent maintenance by the Town, Subdivider shall pay all outstanding fees that are due in accordance with this agreement and the Town Code of the Town of Los Gatos.

**27. GOVERNING LAW**

This Agreement shall be interpreted under, and enforced by, the laws of the State of California. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara.

**28. ACTIONS TO ENFORCE**

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which they may be entitled.

**29. REIMBURSEMENT OF ATTORNEYS FEES**

In the event of any third party claim or legal challenge to any action taken by the Town with regard to any procedure or aspect of this agreement, including approval or environmental review process, the Town may choose to defend the claim or action with the prior written approval of the Subdivider, the Subdivider, if it has consented to the defense of the claim or action, agrees to reimburse the Town for attorneys' fees, expert witness fees, and any other costs the Town may incur in connection with its retention of legal counsel, and for any award of court costs and fees against the Town.

**30. MORTGAGEE PROTECTION**

No breach of this agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Subdivision. Except where the Lender has received prior written notice of Subdivider's default hereunder and an opportunity to cure such default, in accordance with and pursuant to this Agreement, no lender taking title to all or any portion of the Subdivision through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Subdivider arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligation of Subdivider, which substitute shall be considered for approval by Town pursuant to this agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Solana project of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Subdivider and/or the Solana project given by Town to Subdivider. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Subdivider through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Subdivider's obligations set forth in this agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Subdivider's obligations under this agreement.

Copies of notices of default sent to Subdivider shall also be sent to Lender at:

Wells Fargo Bank, National Association  
401 B Street, Suite 100  
San Diego, CA 92101  
Attn: John Wickenhiser  
Loan No.: 0000101863

Copies to:

Wells Fargo Bank, National Association  
600 South 4<sup>th</sup> Street, 10<sup>th</sup> Floor  
Minneapolis, MN 55415  
Attn: Agency CRE [creloanservicingoperations@wellsfargo.com](mailto:creloanservicingoperations@wellsfargo.com)  
Loan No.: 0000101863

and

Wells Fargo Bank, National Association  
10 S. Wacker Drive, 20<sup>th</sup> Floor  
Chicago, IL 60606  
Attn: Gloria Juarez  
Loan No.: 0000101863

**TOWN OF LOS GATOS**

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

\_\_\_\_\_  
TOWN MANAGER

**ATTEST:**

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

\_\_\_\_\_  
CLERK ADMINISTRATOR

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
TOWN ATTORNEY

**RECOMMENDED BY:**

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

\_\_\_\_\_  
DIRECTOR OF PARKS AND PUBLIC WORKS

DRAFT

**SUBDIVIDER**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

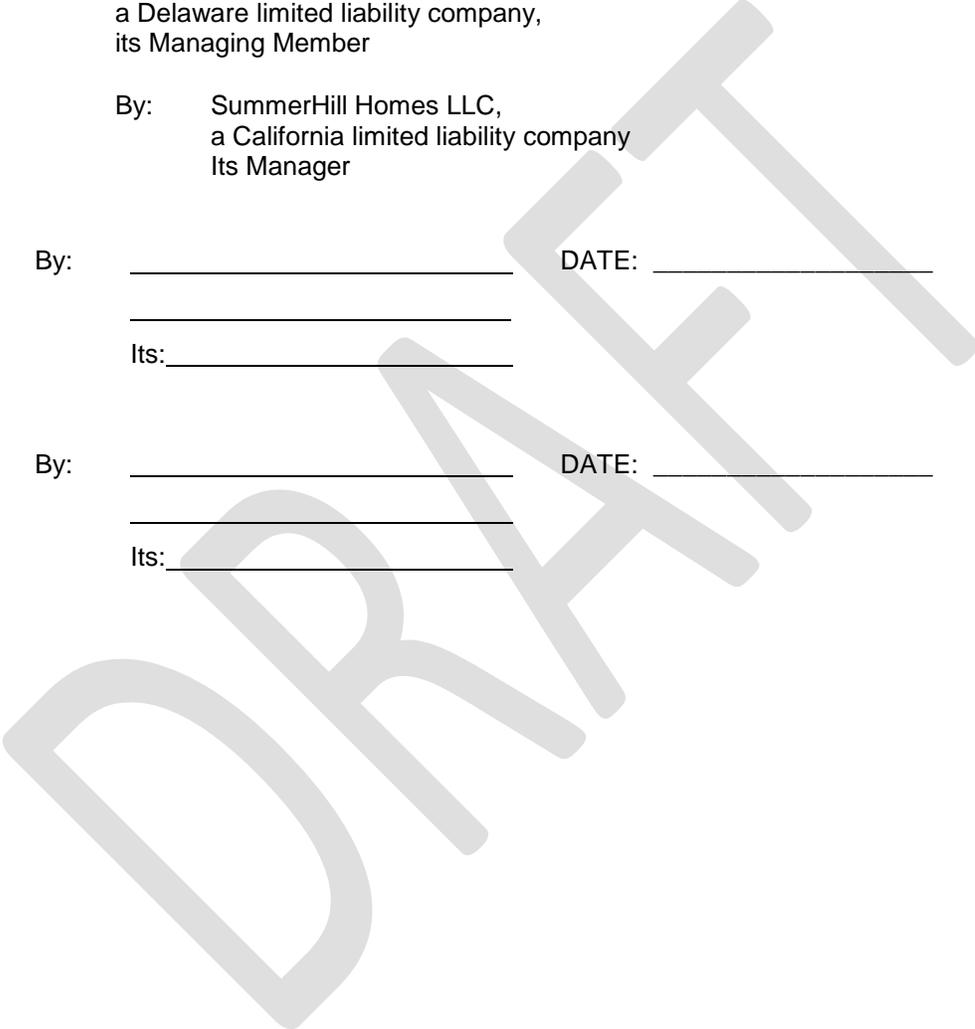
By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_



**FAITHFUL PERFORMANCE BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town, in the penal sum of **four hundred seventy seven thousand, eight hundred and ninety five (\$477,895)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

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

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

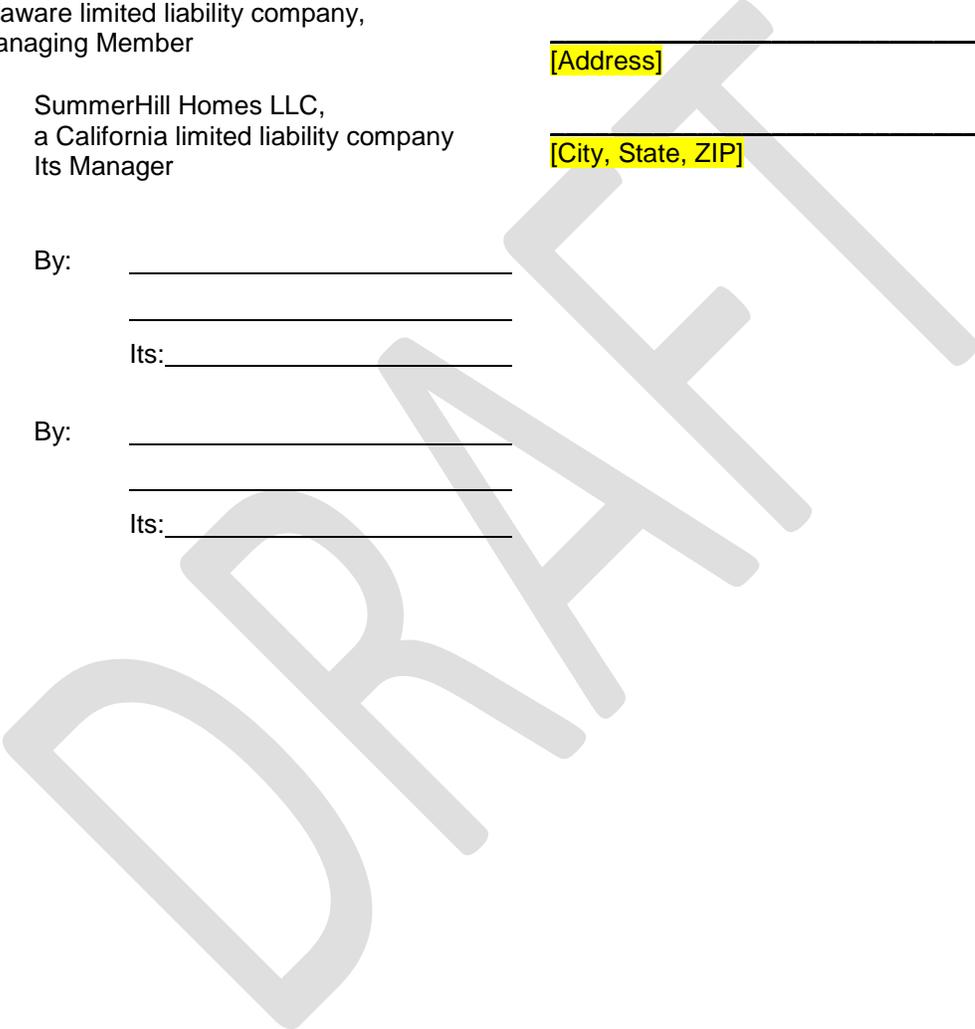
**SURETY:**

\_\_\_\_\_  
[PRINCIPAL]

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

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**LABOR AND MATERIALS BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **four hundred seventy seven thousand, eight hundred and ninety five (\$477,895)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

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

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

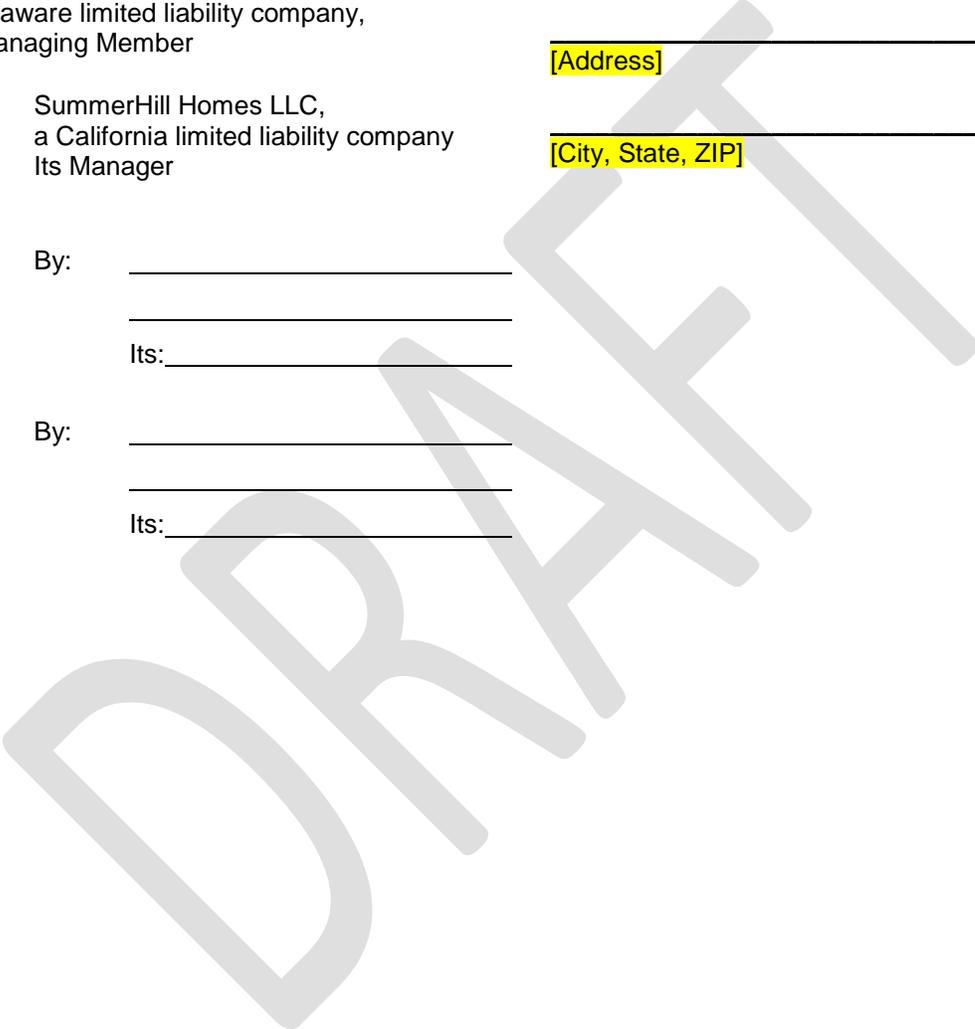
**SURETY:**

\_\_\_\_\_  
[PRINCIPAL]

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

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SUBDIVISION MONUMENTS BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the Subdivision Improvement Agreement, is hereby referred to and made a part hereof;

WHEREAS, said Principal is required, under the terms of said agreement, to furnish a subdivision monuments bond; and

WHEREAS, under the terms of said agreement, Principal has submitted for approval to the Town a final map, filed with the Town, with a certificate thereon by the engineer or surveyor responsible for survey for the final map stating that some or all of the monuments will be set in the positions indicated on the final map on or before specified later date; that pursuant to Sections 66495-66498 of the Subdivision Map Act, the Town requires that the subdivider furnish to the Town a bond in an amount equal to the estimated cost of setting such monuments not already set prior to recording of the final map, guaranteeing payment of the cost thereof;

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town in the amount of **twenty six thousand (\$26,000)** lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that if the monuments are set on or before [MONTH] [DAY], 20\_\_\_\_, and the engineer or surveyor setting the final monuments shall have been paid, then this obligation shall become null and void. Otherwise it shall be and remain in full force and effect.

As part of this obligation secured hereby and in addition to the amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the Town in successfully enforcing such obligation against us, all to be taxed as costs and included in any judgment rendered.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

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

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

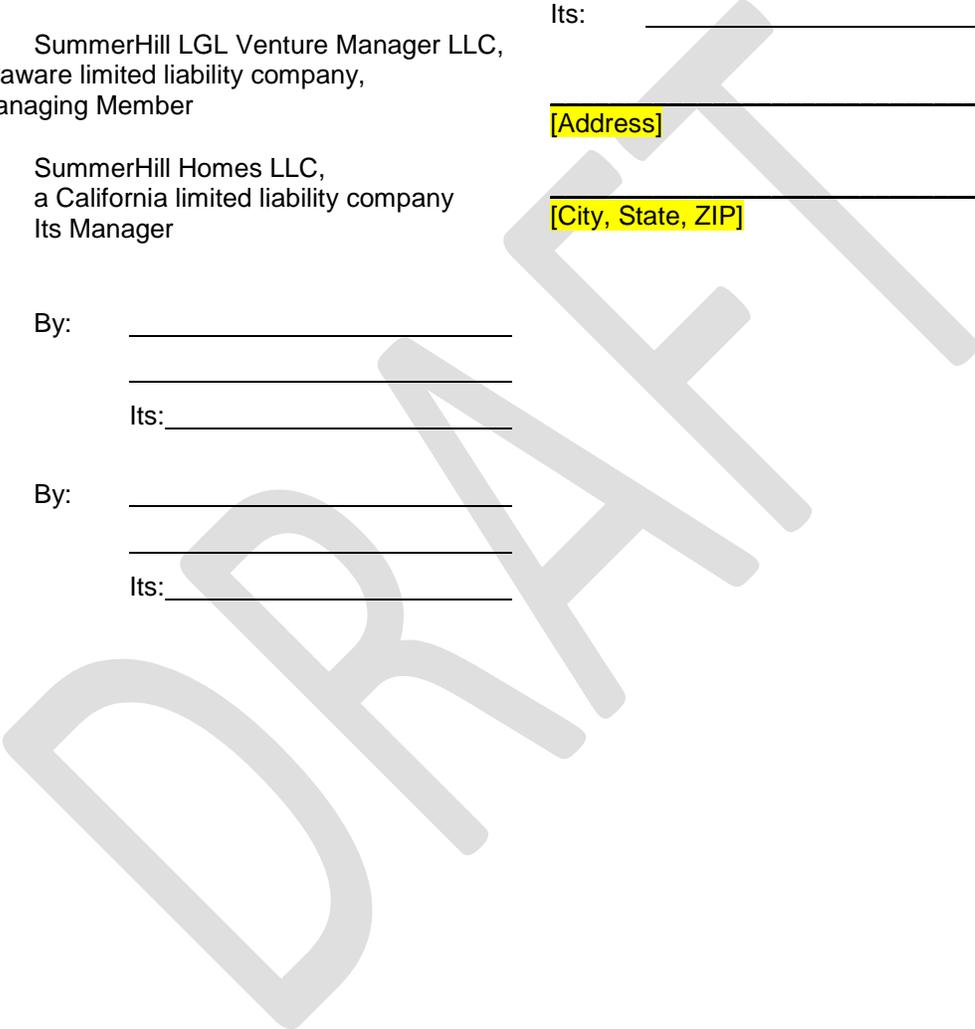
\_\_\_\_\_  
[PRINCIPAL]

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

Its: \_\_\_\_\_

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A****INSURANCE REQUIREMENTS****A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Offices form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

**B. BEGINNING OF WORK**

Subdivider shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, official, employees and volunteers; or the Subdivider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D. OTHER INSURANCE PROVISION**

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

1. General Liability and Automobile Liability Coverages
  - a. The Town, its officers, official, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Subdivider, products and completed operation of the contracts, premises owned, occupied or used by the Subdivider, or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitation on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

- b. The Subdivider's insurance coverage shall be primary insurance as respects the Town, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provision of the policies shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.
- d. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, or volunteers for losses arising from work performed by the Subdivider for the Town.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt required, has been given to the Town.

## E. ACCEPTABILITY OF INSURERS

Insurance is to be place with insurers with a Best's rating of no less than **B+**.

## F. VERIFICATION OF COVERAGE

Subdivider shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Town. Where, by statute, the Town's workers' compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

## G. SUBCONTRACTORS

Subdivider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

RECORDED AT THE REQUEST OF AND  
WHEN RECORDED, RETURN TO:

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

Assessor's Parcel Nos. 529-24-003, -032 and -001

Exempt from payment of fees pursuant to Government Code section 27383

**LANDSCAPE MAINTENANCE AGREEMENT**

**THIS LANDSCAPE MAINTENANCE AGREEMENT** (the "Agreement"), dated \_\_\_\_\_, 2026, is executed by the TOWN OF LOS GATOS, a municipal corporation (the "Town"), with an address of c/o Parks and Public Works Department, 41 Miles Avenue, Los Gatos, California 95030, and SUMMERHILL 50 LGSR LLC, a California limited liability company ("Developer") with reference to the following facts:

- A. Developer is the owner of real property identified as Lots 1-28 and Parcels A-I on the subdivision map entitled "Tract 10657" filed on \_\_\_\_\_, 2026, in Book \_\_ of Maps at Page \_\_ in the records of Santa Clara County, California (including any amendments, certificates of correction or lot-line adjustments thereto, the "Map"). Developer is constructing 155 townhomes commonly referred to as "Solana" (the "Development").
- B. The Landscape Improvements (as defined below) have been or will be constructed within the public rights of way ("ROW" or "ROWS") adjacent to Solana along Los Gatos-Saratoga Road. These Landscape Improvements are designated in the Site Plan attached as **Exhibit A**.
- C. Pursuant to the conditions of approval relevant to this Development, the Developer is to be responsible for maintaining the landscaping and irrigation within the ROW in the portions of Los Gatos-Saratoga Road abutting the Development. The purpose of this Agreement is to set forth the rights and obligations of Developer and the Town (and any transferees) with respect to the maintenance of said Landscape Improvements.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

ARTICLE 1  
Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

- 1.1 1.1 Agreement. This Landscape Maintenance Agreement and any modifications thereto.
- 1.2 1.2 Development. The meaning given to such term in Recital A hereof.
- 1.3 1.3 Landscape Improvements. The landscaping and other improvements situated within the public ROW along Los Gatos-Saratoga Road adjacent to the Development and any utilities and

equipment, including irrigation systems, that provide irrigation to the landscaping therein, and any orchard trees, other trees, shrubs, foliage, groundcover and other landscaping. The Landscape Improvements do not include any areas of right of way maintained by the State of California or any utility lines and equipment, including signal monitoring devices, that provide utility service to any property outside the ROW.

1.4 1.4 Maintain, Maintained, Maintaining or Maintenance. Unless expressly stated otherwise, “maintain”, “maintained”, “maintaining” or “maintenance” as used in this Agreement includes inspection, cleaning, maintenance, repair, upgrades and/or replacement.

1.5 1.5 Map. The meaning given to such term in Recital A hereof.

1.6 1.6 Person. Any individual, corporation, partnership, limited liability company, trust or other legal entity.

1.7 1.7 Town. The Town of Los Gatos, California.

## ARTICLE 2 Grant of Easements

The ROW shown on **Exhibit A** is subject to a nonexclusive easement as the servient tenement in favor of the Development as the dominant tenement for access to install and maintain the Landscaping Improvements and utilities that provide utility service to the Landscape Improvements, including electricity and water. The easement is appurtenant to the dominant tenement and any conveyance of any portion of the dominant tenement, whether voluntary or involuntary, automatically conveys the easement appurtenant thereto regardless of whether the instrument of conveyance describes the easement, subject to the provisions of **Section 4.2**. The right to install utility fixtures and equipment includes the right to tie into and use existing fixtures and equipment that serve the dominant tenement as long as the local governmental agency(ies) approve of such use.

## ARTICLE 3 Maintenance, Repair and Insurance

3.1 3.1 Maintenance. The Developer shall maintain the Landscape Improvements in good condition and repair at all times, reasonable wear and tear excepted, subject to **Section 3.2** below. If the maintenance of the Landscape Improvements will materially interfere with or temporarily suspend the ability to use a ROW, the Developer shall give the Town as much prior notice as is reasonable under the circumstances and no fewer than fifteen (15) calendar days, except in the case of an emergency. The Developer shall use all reasonable efforts to complete the work as soon as possible and to minimize any interference in the use of the ROW. Developer’s maintenance and other obligations under this Agreement exclude those areas of right of way maintained by the State of California pursuant the unrecorded Freeway Maintenance Agreement dated February 24, 1958 between the State of California and the Town.

3.2 3.2 Utility Repair or Replacement. If the Developer must repair any Landscape Improvements located within a ROW, it shall provide notice to the Town as is reasonable under the circumstances and no less than fifteen (15) calendar days’ prior notice, except in the case of an emergency, describe the work that must be done, and the impact on the use of the ROW during the period in which the work is being performed. Except in an emergency situation in which immediate work must be performed to prevent injury to any Person or material damage to any property, no work shall commence until the following conditions are satisfied: (1) the work is performed by contractors duly licensed in the State of California; (2) the work is performed in compliance with all applicable laws and ordinances, including permits required; and (3) liability insurance with policy limits no less than \$500,000 is provided insuring the Developer and the Town against any liability arising out of the work. The work, once commenced, shall be diligently pursued until completion in order to minimize any interruption or interference with the use of the ROW.

On completion of the work, the Developer immediately shall repair the ROW to the condition it was in immediately preceding the work. The Developer shall defend, indemnify and hold the Town harmless against any claims, demands, liabilities, causes of action, judgments and costs, including reasonable attorneys' fees, resulting from the Developer's work.

3.3 Failure to Maintain. If the Developer fails to maintain the Landscape Improvements in good condition and repair, reasonable wear and tear excepted, the Town may notify the Developer of the need for maintenance, which notice shall contain an itemized description of the required maintenance (the "Repair Demand"). If the Developer fails to take appropriate action to commence the maintenance described in the Repair Demand within thirty (30) days of receipt of the Repair Demand, the Town may have the appropriate maintenance performed. The cost shall be allocated pursuant to **Section 3.8** and, if applicable, the Developer shall reimburse the Town for its share of the cost on receipt of written demand. If the Developer fails to tender the payment within thirty (30) days after the receipt of the written demand, the Town shall be entitled to recover the reasonable costs of collection, including reasonable attorneys' fees, a late charge not exceeding 10% of the delinquent payment, and interest on the delinquent payment at 10% per annum or the maximum rate authorized by law, whichever is greater, commencing thirty (30) days after the payment due date. The Town may bring an action in any court of competent jurisdiction to collect the amount due.

3.4 Emergency Repairs. Notwithstanding anything herein to the contrary, either party may make such emergency repairs as that party, in the exercise of its reasonable business judgment, considers necessary in order to render the Town Property or the Development safe for its intended use (the "Repairing Party). The Repairing Party immediately shall notify the the "Non-Repairing Party" in writing of the reason for the cost of the repairs, together with appropriate supporting documentation (such as invoices) evidencing the costs spent on the repairs (the "Repair Notice"). On receipt of the Repair Notice, the Non-Repairing Party shall reimburse the Repairing Party for the Non-Repairing Party's share of the cost, if applicable pursuant to **Section 3.8**. If, within thirty (30) days after the receipt of the written demand, the Non-Repairing Party fails to tender payment, the Repairing Party shall be entitled to recover the reasonable costs of collection, including reasonable attorneys' fees, a late charge not exceeding 10% of the delinquent payment, and interest on the delinquent payment at 10% per annum or the maximum rate authorized by law, whichever is greater, commencing thirty (30) days after the payment due date. The Repairing Party may bring an action in any court of competent jurisdiction to collect the amount due.

3.5 Insurance. Developer 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. Both the GL and AL insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with Developers installation and maintenance of the Landscape Improvements. 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, Developer 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, Developer shall ensure that all subcontractors employed by Developer 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 . The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved by the Town.

3.6 Indemnification. Developer hereby agrees to protect, defend, indemnify, and hold the Town free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Town arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Town) and without limitation by enumeration, all other claims or demands of every character, arising out of or in connection with, or alleged to arise out of or be connected with, the installation, design, Maintenance or condition of the Landscape Improvements, except for any claims, actions, losses, liabilities and costs proximately caused by the negligence or willful misconduct of the Town. Developer agrees to investigate, handle, respond to, provide defense for and defend with counsel acceptable to Town any such claims, demand, or suit at the sole expense of the Developer. Developer also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Developer or the Town or to enlarge in any way the Developer's liability, but is intended solely to provide for indemnification of Town from liability for damages or injuries to third persons or property arising from Developer's performance pursuant to this Agreement. If any judgment is rendered against Town for any injury, death, or damage relating to work performed or completed pursuant to this Agreement, Developer shall, at its own expense, satisfy and discharge any judgment. As used above, the term "Town" means the Town of Los Gatos, its officers, agents, employees, and volunteers.

3.7 Transfer of Responsibility. This Agreement shall serve as the signed statement by the Developer accepting responsibility for maintenance of the Landscape Improvements as set forth in this Agreement until the responsibility is legally transferred to another entity, including a developer, property owners association or similar entity. Prior to transferring maintenance responsibility of the Landscape Improvements to another developer or property owners association, the Developer shall provide written notice of the Agreement to the transferee and provide the Town a copy of such notice.

3.8 Maintenance Costs. The Developer shall be responsible for the costs to maintain the Landscape Improvements, provided that if the Town or any Person acting under the authority of a party damages any Landscape Improvement, the responsible party shall pay all costs to repair or replace the damaged Landscape Improvement.

#### ARTICLE 4 Miscellaneous

4.1 Term of Agreement. This Agreement shall be effective in perpetuity unless terminated by operation of law or agreement of the parties.

4.2 Transfer. This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of the parties. The Developer further agrees whenever any part of the Development is held, sold, conveyed or transferred, it shall be subject to this Agreement, which shall apply to, bind and be obligatory to all present and subsequent owners of the Development (or any portion thereof). Notwithstanding the foregoing, while individual owners of residential condominiums or lots upon which commercial, retail, office or other uses are constructed (that are located within the Development) benefit from the maintenance of the Landscape Improvements, they shall have none of the maintenance and amendment rights and obligations described in this Agreement, which rights and obligations shall remain with the Developer or its assigns as described in this **Section 4.2**.

Additionally, notwithstanding any provision of this Agreement to the contrary, if and when an owners association (an "Association") commences maintenance of the Landscape Improvements that are the Developer's responsibility to maintain as set forth herein, Developer shall automatically be released of all

of its obligations and responsibilities under this Agreement that accrue or arise after the date that the Association assumes such maintenance.

4.3 4.3 Notice. Each party covenants to provide the other party with a current address for purposes of receiving notices. Any notice or demand permitted or required herein shall be conclusively considered received by a party when personally delivered to the owner, or seventy-two (72) hours after the notice has been deposited in the United States mail, certified or a return receipt requested, postage-prepaid, and addressed to such address as that the party has provided the other party for purposes of receiving notice hereunder. If no address has been provided, notice shall be considered received ninety-six (96) hours after notice is posted in a conspicuous place on the party's property and a copy mailed to the last known address of the party.

The initial addresses for notice are as follows:

Developer: SummerHill 50 LGSR LLC  
6101 Bollinger Canyon Road, Suite 425  
San Ramon, CA 94583  
Attention: Kevin Ebrahimi

Town: Town of Los Gatos

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Notwithstanding the prescribed method of delivery set forth above, actual receipt of written notice shall constitute notice given in accordance with this Agreement on the date received, unless receipt is deemed earlier in accordance with delivery made under one of the prescribed methods.

4.4 4.4 Mortgagee Protection. No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Development. Except where the Lender has received prior written notice of Developer's default hereunder and an opportunity to cure such default, in accordance with and pursuant to this Agreement, no lender taking title to all or any portion of the Development through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by Town pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Development of which Town has been given notice (each, a "Lender") with written notice of any default relating to Developer and/or the Development given by Town to Developer. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Developer through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Developer's obligations set forth in this Agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Developer's obligations under this agreement.

Copies of notices of default sent to Developer shall also be sent to Lender at:

Wells Fargo Bank, National Association  
401 B Street, Suite 100  
San Diego, CA 92101  
Attn: John Wickenhiser  
Loan No.: 0000101863

Copies to:

Wells Fargo Bank, National Association  
600 South 4<sup>th</sup> Street, 10<sup>th</sup> Floor  
Minneapolis, MN 55415  
Attn: Agency CRE [creloanservicingoperations@wellsfargo.com](mailto:creloanservicingoperations@wellsfargo.com)  
Loan No.: 0000101863

and

Wells Fargo Bank, National Association  
10 S. Wacker Drive, 20<sup>th</sup> Floor  
Chicago, IL 60606  
Attn: Gloria Juarez  
Loan No.: 0000101863

4.5 4.5 Attorneys' Fees. If any action is commenced regarding the rights or duties of the parties hereto, the prevailing party in such action shall be entitled to recover the costs of such action and reasonable attorneys' fees.

4.6 4.6 Recordation; Covenants Running with the Land and Equitable Servitudes. This Agreement shall be recorded in the records of Santa Clara County, California. The rights and duties described herein shall constitute covenants running with the land and equitable servitudes that benefit and bind the Development and the ROWs and each owner and successive owner thereto. Owners of any property bound by this Agreement shall be liable for any defaults under this Agreement only during the period the owner held an ownership interest in the property and shall not be liable for any defaults committed by any predecessor or successor owner unless assumed in writing.

4.7 4.7 Amendments. This Agreement may be amended from time to time by written agreement by the Developer and the Town.

4.8 4.8 Effective Date. This Agreement shall be effective as of the date this document is recorded in the records of Santa Clara County, California.

DEVELOPER:

**SUMMERHILL 50 LGSR LLC,**  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

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

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

TOWN:

**TOWN OF LOS GATOS,**  
a municipal corporation

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 the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

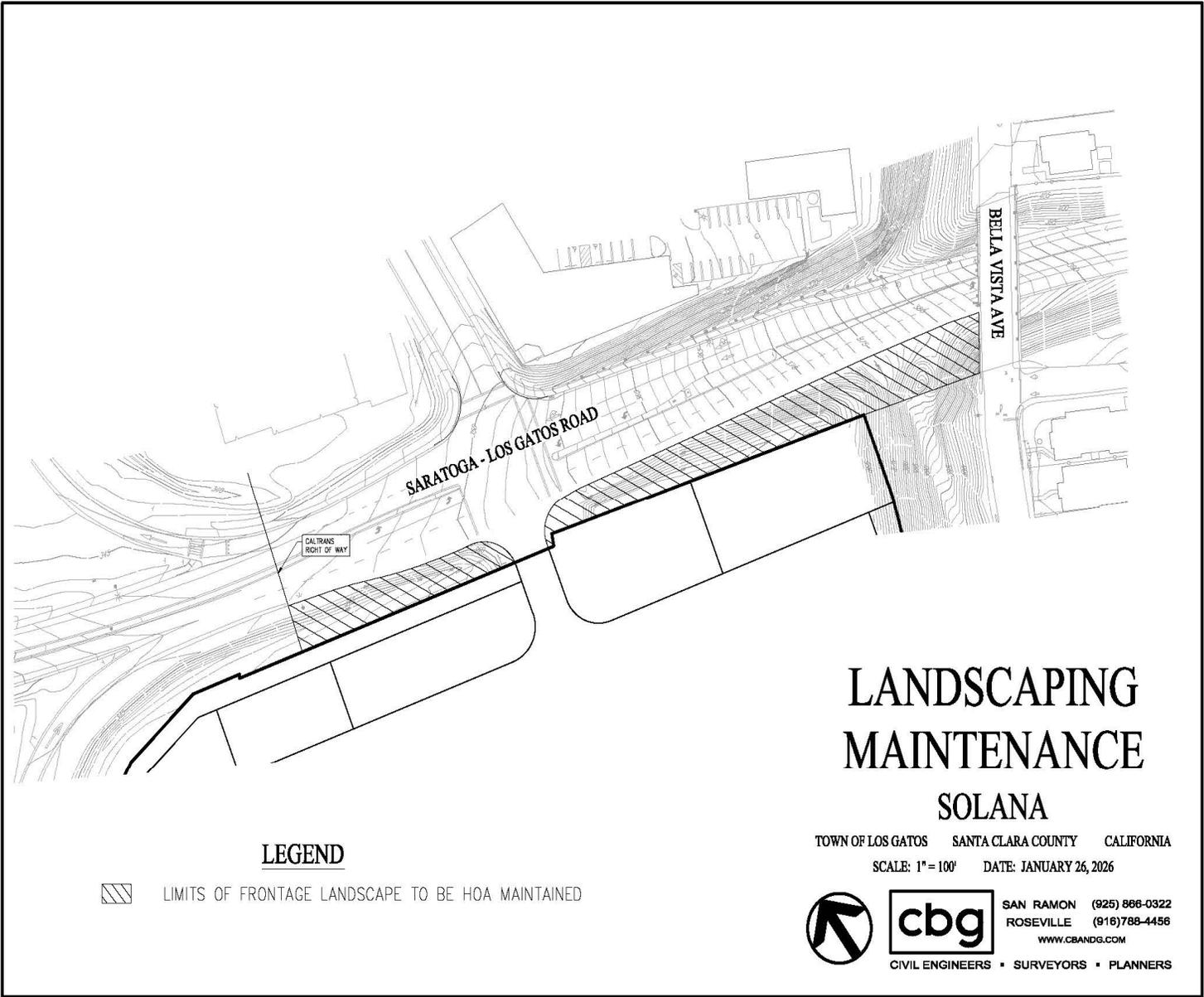
On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A – Site Plan



# LANDSCAPING MAINTENANCE

## SOLANA

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: JANUARY 26, 2026

### LEGEND

 LIMITS OF FRONTAGE LANDSCAPE TO BE HOA MAINTAINED



SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

H:\3812-000\ACAD\EXHIBITS\XB-141 - LANDSCAPING MAINTENANCE.DWG

**SUBORDINATION**

The undersigned, the beneficiary under the Construction Deed of Trust recorded on October 15, 2025, as Document No. 25884752 in the records of Santa Clara County, California, executed by SummerHill 50 LGSR LLC, a California limited liability company, as Trustor (the "Deed of Trust"), hereby subordinates the Deed of Trust to the foregoing Landscape Maintenance Agreement ("Agreement") so that for all purposes the Agreement shall be deemed executed and recorded prior to the execution and recordation of the Deed of Trust.

This Subordination is made without affecting the liability of Trustor for payment of the indebtedness secured by the Deed of Trust.

**BENEFICIARY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**RECORDING REQUESTED BY:**  
**Town of Los Gatos**

**WHEN RECORDED MAIL TO:**  
**Clerk Administrator**  
**Town of Los Gatos**  
**110 E. Main Street**  
**Los Gatos, CA 95030**

*Record without fee pursuant to  
Government Code Section 6103*

**STORMWATER TREATMENT AND DETENTION MEASURES  
MAINTENANCE AGREEMENT AT  
SOLANA**

This Stormwater Treatment Measures Maintenance Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Los Gatos, a municipal corporation (“Town”) and SummerHill 50 LGSR LLC, a California limited liability company (the “Property Owner”).

**RECITALS**

**WHEREAS**, on May 11, 2022, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2022-0018, CAS612008, reissuing the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit for the municipalities and countywide Clean Water Programs in Alameda County, Contra Costa County, San Mateo County, Santa Clara County, the cities of Fairfield and Suisun City, and the City of Vallejo and the Vallejo Sanitation and Flood Control District; and

**WHEREAS**, the Town of Los Gatos is member agency of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPP), an association of 13 south bay cities, the Santa Clara Valley Water District, and Santa Clara County; and

**WHEREAS**, Provision C.3.h. of this NPDES permit, and as it may be amended or reissued, requires the Town to provide minimum verification and access assurances that all stormwater treatment and detention measures shall be adequately operated and maintained by persons and entities responsible for the stormwater treatment measures; and

**WHEREAS**, Property Owner is the owner of real property commonly known as the “Solana” development, located within the Town (the “Property”), and more particularly described in the attached **Exhibit A**, upon which stormwater treatment measures are located or to be constructed, as shown in the attached **Exhibit B**; and

**WHEREAS**, the Town is the permittee public agency with jurisdiction over the Property.

**WHEREAS**, the Property Owner, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowners association (hereinafter collectively referred to as “Property Owner”) recognizes that the stormwater treatment and detention measure(s) more particularly described and shown on **Exhibit B**, of which the approved full-scale plans and any approved amendments thereto are on file with the Engineering Division of the Parks & Public Works Department of the Town of Los Gatos, must be installed and maintained as indicated in this Agreement and as required by the NPDES permit;

**WHEREAS**, as a Conditions of Approval of for Architecture and Site Application No. S-23-042 and a Conditions of Approval for Vesting Tentative Map Application No. M-23-009 approved by the Town Council on March 4, 2025, for the development of the Property, the Town of Los Gatos requires that the Property Owner enter into an agreement for the maintenance of the Storm Water Treatment Facility for the Property;

**WHEREAS**, the Town and the Property Owner agree that the health, safety and welfare of the citizens of the Town require that the stormwater treatment and detention measure(s) detailed in the approved Site Plan shall be constructed and maintained on the Property; and

**WHEREAS**, the Town’s Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment and detention measure(s), as shown on the approved Site Plan, be constructed and maintained by the Property Owner.

**NOW, THEREFORE**, in consideration of the benefit received by the Property Owner as a result of the Town’s approval of the Application Nos. S-23-042 and M-23-009, the Property Owner hereby covenants and agrees as follows:

### **SECTION 1: CONSTRUCTION OF TREATMENT MEASURES**

The on-site stormwater treatment measure(s) and offsite BR-7 shown on the approved Site Plan is a private facility and shall be constructed or cause to be constructed by the Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto that have been approved by the Town in conformance with appropriate Town ordinances, guidelines, criteria and other written direction.

### **SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY**

This Agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another entity. Prior to transferring title for all or any part of the Property, Property Owner shall provide to the Town at least one of the following:

- A. A signed statement from the entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or

- B. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (“O&M”) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- C. Written text in Property conditions, covenants and restrictions (CC&Rs) for residential properties assigning O&M responsibilities to the homeowners association for O&M of the treatment measures; or
- D. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

### **SECTION 3: MAINTENANCE OF TREATMENT MEASURES**

The Property Owner shall not destroy or remove the stormwater treatment measures from the Property or modify or otherwise allow the stormwater treatment system to exist in any manner that lessens its effectiveness and shall, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the Town (which acceptance shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Maintenance Plan submitted by the Property Owner and approved by the Town Engineer or his or her designee and in accordance with all federal, state or local laws and regulations, attached hereto as **Exhibit C** and incorporated herein by this reference. This includes all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

In the event the stormwater treatment measures are destroyed, damaged, removed or modified in a manner that lessens their effectiveness, the Property Owner, at its sole expense, shall restore them such that they perform as intended.

### **SECTION 4: SEDIMENT MANAGEMENT**

Sediment accumulation resulting from the normal operation of the stormwater treatment measure(s) will be managed appropriately by the Property Owner. The Property Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state and local law and regulations.

### **SECTION 5: ANNUAL INSPECTION AND REPORT**

The Property Owner shall, on an annual basis, complete the Treatment Measure Operation and Maintenance Inspection Report (Annual Report), attached to this Agreement as **Exhibit D**. The Annual Report shall include all completed Inspection and Maintenance Checklists, in the form attached to this Agreement as **Exhibit D** for the reporting period and shall be submitted to the Town in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than December 31 of each year, under penalty of perjury, to:

Town of Los Gatos – Engineering Division, Public Works Department  
 41 Miles Avenue, Los Gatos, CA 95030  
 Attn: Stormwater Reporting

or another member of the Town staff as directed by the Town. The Property Owner shall conduct a minimum of two (2) inspections of the stormwater treatment measure(s) annually, and provide reports once in the Fall by October 1<sup>st</sup>, in preparation for the wet season, and once in the Winter by March 15th. This inspection shall occur between August 1<sup>st</sup> and October 1st each year. More frequent inspections may be required by the Maintenance Plan at **Exhibit C**. The results of inspections shall be recorded on the Inspection and Maintenance Checklist(s) attached as **Exhibit D**.

The Property Owner shall retain each annual report at a location on the Property for a period of at least three years from the date generated, or as directed by Regional Water Board. The Town may request Property Owner to provide copies of any or all annual reports prepared during the previous three years in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. Property Owner shall comply with any such request within ten (10) working days.

#### **SECTION 6: NECESSARY CHANGES AND MODIFICATIONS**

At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s) and/or the long-term Maintenance Plan, **Exhibit C**, as may be determined as reasonably necessary by the Town to ensure that treatment measures are properly maintained and continue to operate as originally designed and approved.

Property Owner is required to obtain written approval from the Town prior to performing any structural alterations or modifications to the stormwater treatment measure(s) and/or the long-term Maintenance Plan. The Property Owner shall obtain all necessary permits as required by the Town Municipal Code and Ordinance. Upon the Town's approval, any necessary modifications to this Agreement shall be made in the form of an amendment, which shall be signed by all parties and recorded.

#### **SECTION 7: ACCESS TO THE PROPERTY**

The Property Owner hereby grants permission to the Town; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the Santa Clara County Department of Environmental Health, Vector Control District; and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property when it has a reasonable basis to believe that a violation of this Agreement, the Town's stormwater management ordinance, guidelines, criteria, other written direction, or the Santa Clara Countywide Clean Water Program's NPDES municipal stormwater permit (Regional Board Order R2-2022-0018, and any amendments or re-issuances of this permit) is occurring, has occurred or threatens to occur. The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance guideline, criteria or other written direction. Whenever

possible, the Town, Regional Board, or the Vector Control District shall provide reasonable notice to the Property Owner before entering the Property.

### **SECTION 8: FAILURE TO MAINTAIN TREATMENT MEASURES**

In the event the Property Owner fails to accomplish the necessary maintenance of the stormwater treatment measure(s), as shown on the approved Site Plan or comparable document, in good working order acceptable to the Town and in accordance with the Maintenance Plan incorporated in this Agreement, within ten (10) days of written notice by the Town, the Town and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the treatment measure(s) to good working order, in addition to all other rights and remedies available in law and in equity. Any costs incurred by Town shall be the sole responsibility of the Property Owner. Prior notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the Town.

### **SECTION 9: REIMBURSEMENT OF TOWN EXPENDITURES**

In the event the Town, pursuant to this Agreement, performs work of any nature (direct or indirect), including any reinspections, repairs or any actions it deems necessary or appropriate to return the treatment measure(s) in good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the Town hereunder. If these costs are not paid within the prescribed time period, the Town may assess the Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property, or prorated against the beneficial users of the Property or may be placed on the property tax bill and collected as ordinary taxes by the Town. The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law, available to the Town as a result of the Property Owner's failure to maintain the treatment measure(s). This shall include, but is not limited to, required Municipal Regional Permit (MRP) annual inspections, or any other inspections as required by the Town's Municipal Regional Permit. Inspection fees shall be paid pursuant to the Town's Fee Schedule as applicable.

### **SECTION 10: INDEMNIFICATION**

The Property Owner shall indemnify, hold harmless and defend the Town and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed or which might arise or be asserted against the Town that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the treatment measure(s) by the Property Owner or the Town. In the event a claim is asserted against the Town, its authorized agents, officers, officials or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages,

liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the Town and/or its authorized agents, officers, officials and employees.

#### **SECTION 11: NO ADDITIONAL LIABILITY**

It is the intent of this Agreement to insure the proper maintenance of the treatment measure(s) by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by storm water runoff.

#### **SECTION 12: PERFORMANCE FINANCIAL ASSURANCE**

If the Property Owner fails to maintain the stormwater treatment measure(s) after written notice and opportunity to cure, the Town may request the Property Owner to provide a performance bond, security or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the Town's ordinances, guidelines, criteria or written direction.

#### **SECTION 13: TRANSFER OF PROPERTY**

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. The Property Owner further agrees whenever the Property is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement, which shall be assigned to, apply to, bind and be obligatory to all present and subsequent owners of the Property. Notwithstanding any provisions of this Agreement to the contrary, once an owners association (the "Association") commences operation and maintenance of the Stormwater Treatment Measures that are the Association's responsibility to maintain as set forth in an applicable Declaration of Restrictions, SummerHill 50 LGSR LLC shall automatically be released of its obligations and responsibilities under this Agreement that accrue or arise after the date the Association commences such operation and maintenance.

#### **SECTION 14: SEVERABILITY**

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

#### **SECTION 15: RECORDATION**

This Agreement shall be recorded by the Property Owner, or by the Town by mutual agreement, within five (5) business days, or such time as agreed upon by both parties, after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Santa Clara, California at the Property Owner's expense. A copy of the recorded Agreement shall be provided to the Town as required by the Conditions of Approval of the Project.

#### **SECTION 16: RELEASE OF AGREEMENT**

In the event the Town determines that the stormwater treatment measures located on the

Property are no longer required, then the Town, at the request of the Property Owner, shall execute a release of this Inspection and Maintenance Agreement, which the Property Owner, or the Town by mutual agreement, shall record in the County Recorder’s Office at the Property Owner’s expense. The stormwater treatment measure(s) shall not be removed from the Property unless such a release is so executed and recorded.

**SECTION 17: EFFECTIVE DATE AND MODIFICATION**

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the Town and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

**SECTION 18: MISCELLANEOUS**

a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

b. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, expert’s fees and costs, and litigation expenses and other costs which shall become part of the lien against the Property.

c. If Property Owner consists of more than one party, each person, entity, or other party described as the “Property Owner” in this Agreement and/or executing this Agreement for the Property Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Property Owner herein.

d. Nothing in this Agreement or anything provided herein shall in any way defeat, invalidate or impair the obligation secured by or the security of any deed of trust now or hereafter encumbering the Property or any part thereof, and any lender who forecloses or otherwise acquires title to the Property or any part thereof shall only be obligated for matters under this Agreement which first arise after the time any such lender acquired title.

**SECTION 19: NOTICE**

Any notice required to be given hereunder shall be deemed to have been provided by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO TOWN: Town of Los Gatos  
Engineering Division, Public Works Department  
110 E. Main Street  
Los Gatos, CA 95030  
Attn: Stormwater Reporting

TO PROPERTY OWNER: SummerHill 50 LGSR LLC  
6101 Bollinger Canyon Road  
San Ramon, CA 94583  
Attn.: SVP of Development

with a copy to

SummerHill 50 LGSR LLC  
777 California Ave.  
Palo Alto, CA 94304  
Attn.: General Counsel

Change of address is official only after providing written notice thereof to the other party. Notice(s) shall be deemed effective upon receipt or seventy-two (72) hours after deposit in the U.S. mail, whichever is earlier.

[SIGNATURES ON FOLLOWING PAGE]

In Witness Whereof, the Parties have executed this Agreement as of the date first written below.

**PROPERTY OWNER**

**SUMMERHILL 50 LGSR LLC,  
a California limited liability company**

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC, a  
Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF LOS GATOS**

**RECOMMENDED BY:**

\_\_\_\_\_  
TOWN MANAGER

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
\_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**Exhibit A**  
**LEGAL DESCRIPTION OF SOLANA**

**Exhibit A**  
**LEGAL DESCRIPTION OF SOLANA**

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

Tract One:

Parcel One:

Beginning at a 2" X 3" stake standing on the Northwesterly line of Bella Vista Avenue, at the most Easterly corner of that 18.36 acre tract Deeded to Salvatore Di Fiore and Maria Di Fiore, his wife, by Deed dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530, in the Office of the County Recorder of Santa Clara County, California, from which stake the most Easterly corner of the Bartlett subdivision, as said subdivision is shown in Book "N" of Maps, Page 7, in the Office of the County Recorder of Santa Clara County, California, bears S. 63° 25' E. 332.42 feet; Running thence along the Northeasterly line of the aforementioned 18.36 acre tract N. 63° 25' W. 100 feet to a stake marked "G"; Thence on a line parallel with the Northwesterly line of Bella Vista Avenue, S. 33° 30' W. 125 feet to a stake marked "H", Thence S. 63° 25' E. 100 feet to a stake standing on the Northwesterly line of Bella Vista Avenue; Thence along the Northwesterly line of Bella Vista Avenue, N. 33° 30' E. 125 feet to the Place of Beginning, and being a portion of RANCHO RINCONADA DE LOS GATOS.

Parcel Two:

Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by Deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; Thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed to State of California by Deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and South 80° 36' East 173.48 feet to the true Point of Beginning; Thence continuing along the said parcel conveyed to the State of California secondly above referred to, South 76° 00' 20" East 60.65 feet; Thence leaving said line South 22° 25' 07" West 137.84 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; Thence along said last named line North 63° 38' West 60.14 feet; Thence North 22° 25' 07" East 124.81 feet to the true Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.

## Parcel Three:

Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by Deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; Thence along the Southwesterly line of said parcel of land to the State of California and along the Southwesterly line of that certain parcel of land conveyed to the State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and South 80° 36' East 173.48 feet; Thence leaving said Southwesterly line South 22° 25'07" West 124.81 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; Thence along said last named line North 63° 38' West 234.13 feet to the most Westerly corner of said lands of Lepetich; Thence along the Northwesterly line of said lands, North 33° 24'30" East 60.94 feet to the Point of Beginning, and being a portion of the RANCHO RINCONADA DE LOS GATOS.

EXCEPTING FROM Parcels Two and Three above all that portion thereof conveyed to the Town of Los Gatos by Deed recorded July 27, 1962 in Book 5662 of Official Records, Page 584, executed by Joseph Moucressey, and being more particularly described as follows:

Beginning at the most Westerly corner of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, as to the State of California, by Deed recorded March 17, 1955, in Book 3117 of Official Records, Page 135, Santa Clara County Records; Thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, to the State of California by Deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet; Thence South 80° 36' East 173.48 feet; Thence South 76° 00' 20" East 60.65 feet; Thence leaving said Southwesterly line, South 22° 25' 07" West 10.00 feet; Thence North 77° 45' 26" West 286.93 feet; Thence North 33° 24' 30" East 3.00 feet to the Point of Beginning.

## Parcel Four:

Beginning at the point of intersection of the Northwesterly line of Bella Vista Avenue, with the Northeasterly line of that certain parcel of land described in the Deed to Ignazio Prestigiacomio, et ux, recorded December 1, 1958 in Book 4244 of Official Records, Page 730; Thence along the Northeasterly and Northwesterly lines of said Prestigiacomio parcel of land, the following courses and distances, to wit: N. 57° 27' 18" W. 84.30 feet and S. 37° 59' 10" W. 73.81 feet to a point

on the Southwesterly line of that certain 18.36 acre parcel of land described in the Deed to Salvatore Di Fioro, et ux, dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530; Thence along said Southwesterly line N. 57° 23' 10" W. 942 feet, more or less, to the point of intersection thereof with the Southerly line of that certain parcel of land condemned to the State of California and described in that certain Final Order of Condemnation, a certified copy of which was filed for record in the Office of the Recorder, County of Santa Clara, State of California on March 8, 1955 in Book 3108 of Official Records, Page 322; Thence along said Southerly line the following courses and distances, to wit: N. 89° 14' 29" E. 45.20 feet, N. 85° 17' 24" E. 66.60 feet, N. 87° 07' 42" E. 88.75 feet, N. 61° 15' 46" E. 206.87 feet, N. 78° 26' 24" E. 76.12 feet, and S. 77° 40' 36" E. 43.11 feet to a point at the most Westerly corner of that certain parcel of land conveyed to State of California by Deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, said point being the Northernmost corner of that certain parcel of land described as Parcel Two in that certain Deed of Trust executed by Joseph Moucressey, et ux, as trustor, to city title insurance company, as trustee, recorded March 16, 1959 in Book 4353 of Official Records, Page 488; Thence along the Northwesterly line of said Parcel Two, S. 33° 24' 30" W. 60.94 feet to the point of intersection thereof with the Northwesterly line of that certain 18.36 acre parcel of land hereinabove referred to; Thence along said Northeasterly line, S. 64° 09' 03" E. 577.23 feet to the point of intersection thereof with the Northwesterly line of that certain parcel of land described in the Deed to Margaret M. Anderson, recorded March 4, 1924 in Book 74 of Official Records, Page 234; Thence along the Northwesterly and Southwesterly lines of said Anderson parcel of land, S. 33° 07' 22" W. 125 feet and S. 63° 09' 04" E. 100 feet to a point on the said Northwesterly line of Bella Vista Avenue; Thence along said last named line, S. 33° 07' 22" W. 148.37 feet and S. 14° 29' 52" W. 45.87 feet to the Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.

#### Parcel Five:

A non-exclusive easement for ingress, egress, access, parking, assembly and related purposes appurtenant to and for the benefit of hereinabove described Parcels One, Two and Three and said easement being more particularly described as follows:

Beginning at the intersection of the Northwesterly line of Bella Vista Avenue, 50.00 feet in width, the Southwesterly line of that certain Parcel of land described in the Deed to Milton K. Lepetich and Tom Lepetich, recorded in the office of the recorder of the County of Santa Clara, State of California on April 30, 1923 in Book 20 of Official Records, at Page 507; Thence from said Point of Beginning and along the Southwesterly line of said land deeded to Milton K. Lepetich and Tom Lepetich, North 63° 38' West 370.00 feet, more or less, to the Southeasterly corner of Parcel Two, as described in the Deed to Joseph Moucressey, et ux, recorded November 9, 1957 in Book 3930 of Official Records, at Page 572, Santa Clara County records; Thence along the Southeasterly line of said Parcel Two; North 22° 25'07" East 137.84 feet to the Northeasterly corner thereof, on the Southwesterly line of that certain 1.796 acre Parcel of land, as described in the Deed to the State of California recorded May 21, 1956 in

Book 3500 of Official Records, Page 577, Santa Clara County records; Thence along the Southwesterly line of said 1.796 acre Parcel of land South 75° 36' 16" East 300.34 feet and South 70° 28' 01" East 73.56 feet to the Southeasterly corner thereof, on the Northwesterly line of said Bella Vista Avenue, also being point on a Southeasterly line of said land Deeded to Milton K. Lepetich and Tom Lepetich, first above referred to; Thence along the general Southeasterly boundary line of said land Deeded to Milton K. and Tom Lepetich, the two following courses and distances; S. 33° 25' W. 115.93 feet to a 2x3 inch post marked 4; Thence South 63° 38' East 22.49 feet to the intersection of said general Southeasterly boundary line with the Northwesterly line of said Bella Vista Avenue; Thence Southerly and Southwesterly along the Northwesterly line of Bella Vista Avenue to the Point of Beginning.

Tract Two:

Beginning at the intersection of the Northwesterly line of Bella Vista Avenue, 50.00 feet in width, with the Southwesterly line of that certain parcel of land described in the Deed from H.O. Davis, et ux, to Milton K. Lepetich and Tom Lepetich, dated April 28, 1923, recorded in the Office of the Recorder of the County of Santa Clara, State of California on April 30, 1924 in Book 20 of Official Records, at Page 507; Thence from said Point of Beginning and along the Southwesterly line of said land Deeded to Milton K. Lepetich and Tom Lepetich, N. 63° 38' W. 370.00 feet, more or less, to the Southeasterly corner of Parcel One, as described in the deed from Milton K. Lepetich, et ux, to Joseph Moucressey, et ux, dated November 04, 1957, recorded November 05, 1957 in Book 3930 of Official Records, at Page 572, Santa Clara County Records; Thence along the Southeasterly line of said Parcel One; N. 22°25' 07" E. 137.84 feet to the Northeasterly corner thereof, on the Southwesterly line of that certain 1.796 acre parcel of land, as described in the Deed from Milton K. Lepetich, et ux, to the State of California, dated April 05, 1956 and recorded May 21, 1956 in Book 3500 of Official Records, at Page 577, Santa Clara County Records; Thence along the Southwesterly line of said 1.796 acre parcel of land, S. 75° 36' 16" E. 300.34 feet and S. 70° 28' 01" E. 73.56 feet to the Southeasterly corner thereof, on the Northwesterly line of said Bella Vista Avenue, also being a point on a Southeasterly line of said land Deeded to Milton K. Lepetich and Tom Lepetich, first above referred to; Thence along the general Southeasterly boundary line of said land Deeded to Milton K. and Tom Lepetich, the two following courses and distances; S. 33° 25' W. 115.93 feet to a 2 X 3 inch post marked 4; Thence S. 63° 38' E. 22.49 feet to the intersection of said general Southeasterly boundary line, with the Northwesterly line of said general Southeasterly boundary line, with the Northwesterly line of said Bella Vista Avenue; Thence Southerly and Southwesterly along the Northwesterly line of Bella Vista Avenue, to the Point of Beginning.

APN: 529-24-003 (Affects Parcel One of Tract One);  
 529-24-032 (Affects Parcels Two, Three and Four of Tract One) &  
 529-24-001 (Affects Tract Two)

**Exhibit B**

**STORM WATER TREATMENT MEASURES LOCATIONS**



DMA	TOTAL AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	TREATMENT AREA REQUIRED (SF)	TREATMENT AREA PROVIDED (SF)	PONDING DEPTH (IN)
1	111,143	82463	28980	3146	3146	10
2	78,301	46301	31700	2148	2148	6
3	44,767	35932	8855	1444	1903	6
*4	102,273	70376	31897	2958	2958	9
5	8,348	3820	4528	265	265	6
*DMA 6 (REMAINDER)	49861	2100	47761	SELF RETAINING		
TOTAL	394,713	240,912	153801			

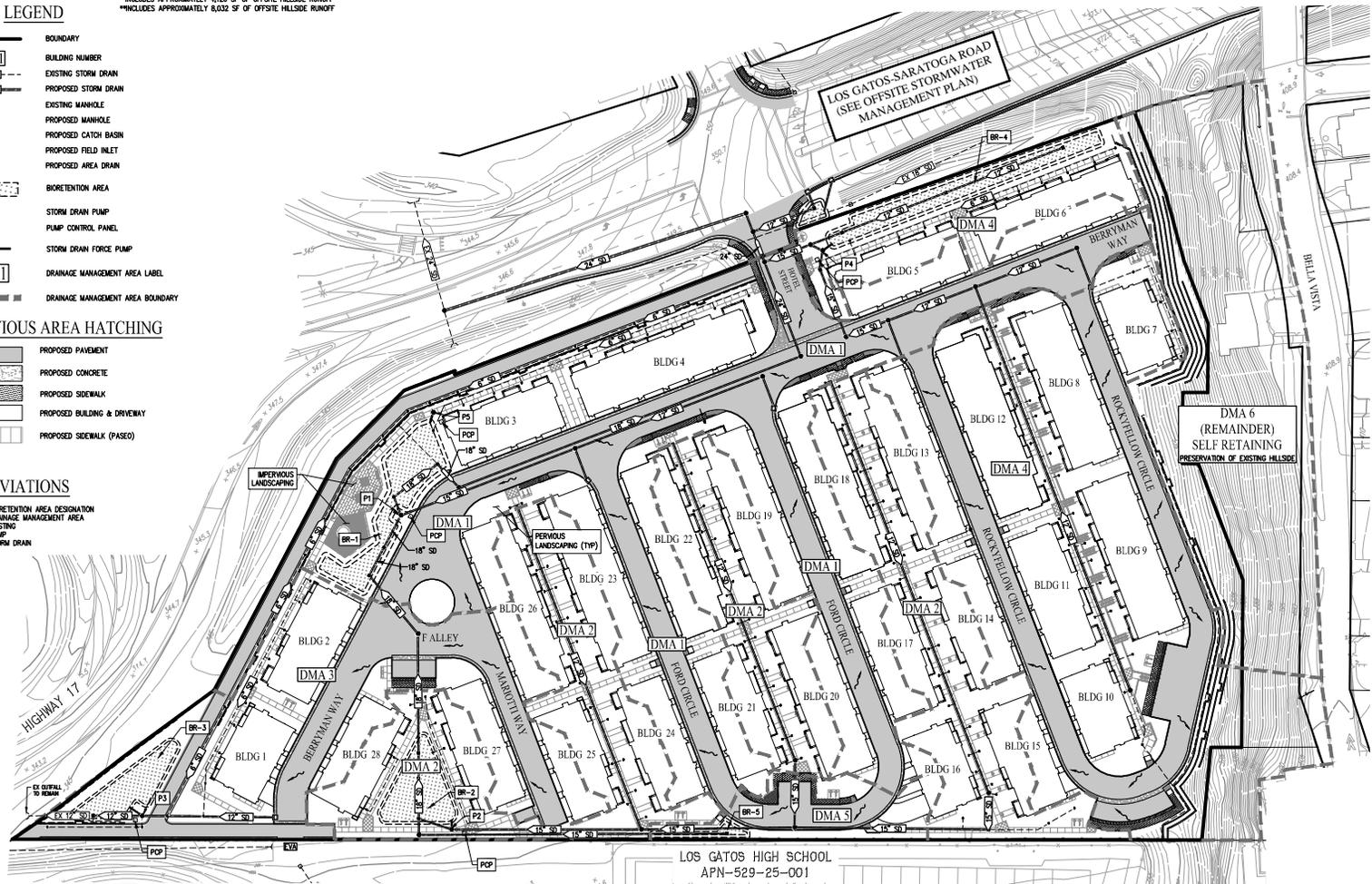
\*INCLUDES APPROXIMATELY 4,120 SF OF OFFSITE HILLSIDE RUNOFF  
 \*\*INCLUDES APPROXIMATELY 6,032 SF OF OFFSITE HILLSIDE RUNOFF

LEGEND

- BOUNDARY
- BLDG 1 BUILDING NUMBER
- EX 30" EXISTING STORM DRAIN
- SD PROPOSED STORM DRAIN
- EXISTING MANHOLE
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED FIELD INLET
- PROPOSED AREA DRAIN
- BIORETENTION AREA
- PF STORM DRAIN PUMP
- PCP PUMP CONTROL PANEL
- SDR STORM DRAIN FORCE PUMP
- DMA 1 DRAINAGE MANAGEMENT AREA LABEL
- DRAINAGE MANAGEMENT AREA BOUNDARY
- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SIDEWALK
- PROPOSED BUILDING & DRIVEWAY
- PROPOSED SIDEWALK (PAVED)

ABBREVIATIONS

- BR BIORETENTION AREA DESIGNATION
- DMA DRAINAGE MANAGEMENT AREA
- EX EXISTING
- P PUMP
- SD STORM DRAIN



LOS GATOS HIGH SCHOOL  
 APN-529-25-001  
 STORMWATER MANAGEMENT PLAN  
 SCALE: 1"=40'



DATE	MARCH 2022
DESIGN	PLAN
DRAWN	ALM
CHECKED	ALM
INCHARGE	BTB
PROJECT NO.	1837-000

LOS GATOS TOWN RESOURCES CONSULTING IMPROVEMENT PLANS  
 50 LOS GATOS SARATOGA ROAD, LOS GATOS, CA 95032  
**SOLANA**  
 STORMWATER MANAGEMENT PLAN  
 WARDEN STREET PARK APPLICATIO NS 1837-215



- BLAN RAMON (P) (916) 432-2322
- RESISTIBLE (P) (916) 398-4458
- www.solanacorp.com
- PLANNERS
- SURVEYORS



REV.	DATE	REVISIONS





**Exhibit C**  
**OPERATIONS MAINTENANCE PLAN**

## Stormwater Treatment Measure Operation and Maintenance Inspection Report to the Town of Los Gatos, California

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the **Town of Los Gatos** and the property owner during the annual reporting period indicated below.

### I. Property Information:

Property Address or APN: 50 Los Gatos–Saratoga Road

Property Owner: Summerhill 50 LGSR LLC

### II. Contact Information: *(To be filled out by HOA Management) HOA to provide cost estimate for annual and lifetime O&M activities.*

Name of person to contact regarding this report: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_ Email: \_\_\_\_\_

Address to which correspondence regarding this report should be directed:

\_\_\_\_\_  
\_\_\_\_\_

### III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from \_\_\_\_\_ to \_\_\_\_\_.

### IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
BR-1	Bio Retention	Between Building's 2 & 3
BR-2	Bio Retention	Between Building's 27 & 28
BR-3	Bio Retention	West of Building 1
BR-4	Bio Retention	North of Building's 5 & 6
BR-5	Bio Retention	South of Building 24

BR-7	Bio Retention	East side of development entrance on south side of Los Gatos Saratoga Road
------	---------------	--

**V. Summary of Inspections and Maintenance:**

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

**VI. Sediment Removal:**

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: \_\_\_\_\_ cubic yards.

How was sediment disposed?

- landfill
- other location on-site as described in and allowed by the maintenance plan
- other, explain \_\_\_\_\_

**VII. Inspector Information:**

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

**VIII. Training Of Maintenance Personnel:**

All personnel who work on or with the stormwater treatment system must be qualified to do so. For the stormwater pumps, specific qualified personnel must conduct maintenance; for instance, electrical work must be performed by a certified electrician. Operating and maintenance personnel must be trained to work according to local regulations to prevent accidents or general malfunctions.

**IX. Certification:**

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

\_\_\_\_\_  
Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Note: This report shall be submitted to Public Works Engineering no later than October 1<sup>st</sup> for the Fall report and no later than March 15<sup>th</sup> of the following year for the Winter report.**

## Bioretention Area Maintenance Plan for Solana

Project Address and Cross Streets 50 Los Gatos–Saratoga Road

Assessor's Parcel No.: 529-24-001, 529-24-003, 529-24-032

Property Owner: Summerhill 50 LGSR LLC Phone No.: (925) 244-8705

Designated Contact: Jared Brotman Phone No.: (650) 380-4373

Mailing Address: 6101 Bollinger Canyon Road, Suite 425 San Ramon, CA 94583

The property contains 5 bioretention area(s), located as described below and as shown in the attached site plan<sup>1</sup>.

**Bioretention Area No. 1** is located in the area between Building's 2 and 3.

**Bioretention Area No. 2** is located in the area between Building's 27 and 28.

**Bioretention Area No. 3** is located in the area West of Building 1.

**Bioretention Area No. 4** is located in the area North of Building's 5 & 6.

**Bioretention Area No. 5** is located in the area South of Building 24.

**Bioretention Area No. 7** is located on the south side of Los Gatos Saratoga road on the east side of the entrance to this development.

### I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, weeds, debris and trash from bioretention area and its inlets and outlets; and dispose of properly.	Quarterly, or as needed after storm events
2	Inspect bioretention area for standing water. If standing water does not drain within 2-3 days, till and replace the surface biotreatment soil with the approved soil mix and replant.	Quarterly, or as needed after storm events
3	Check underdrains for clogging. Use the cleanout riser to clean any clogged underdrains.	Quarterly, or as needed after storm events
4	Maintain the irrigation system and ensure that plants are receiving the correct amount of water (if applicable).	Quarterly
5	Ensure that the vegetation is healthy and dense enough to provide filtering and protect soils from erosion. Prune and weed the bioretention area. Remove and/or replace any dead plants.	Annually, before the wet season begins
6	Use compost and other natural soil amendments and fertilizers instead of synthetic fertilizers, especially if the system uses an underdrain.	Annually, before the wet season begins
7	Check that mulch is at appropriate depth (2 - 3 inches per soil specifications) and replenish as necessary before wet season begins. It is recommended that 2" – 3" of arbor mulch be reapplied every year.	Annually, before the wet season begins

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

8	Inspect the energy dissipation at the inlet to ensure it is functioning adequately, and that there is no scour of the surface mulch. Remove accumulated sediment.	Annually, before the wet season begins
9	Inspect overflow pipe to ensure that it can safely convey excess flows to a storm drain. Repair or replace damaged piping.	Quarterly
10	Replace biotreatment soil and mulch, if needed. Check for standing water, structural failure and clogged overflows. Remove trash and debris. Replace dead plants.	Annually at the end of the rainy season, and/or after large storm events
11	Inspect bioretention area using the attached inspection checklist.	Annually, before the wet season
12	Inspect bubble ups to ensure no clogging or obstructions.	Annually, before the wet season begins
13	Inspect orifice plate in offsite storm drain catch basin 32 and remove any debris, clogs or built up sediment that would impede flow through orifice plate. Inspect bolts on orifice plate to ensure proper fit against inside wall of catch basin. Bolts can be removed for easier debris removal.	Quarterly, or as needed after storm events

**II. Use of Pesticides**

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

**III. Vector Control**

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the County of Santa Clara Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

County of Santa Clara Vector Control District  
 1580 Berger Dr.  
 San José, California 95112  
 Phone: (408) 918-4770  
[vectorinfo@cep.sccgov.org](mailto:vectorinfo@cep.sccgov.org)  
[www.sccvector.org](http://www.sccvector.org)

**IV. Inspections**

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections quarterly (or as needed), identify needed maintenance, and record maintenance that is conducted.

## Bioretention Area Inspection and Maintenance Checklist

Property Address: 50 Los Gatos–Saratoga RoadProperty Owner: Summerhill 50 LGSR LLC

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Quarterly  Pre-Wet Season  
 After heavy runoff  End of Wet Season  
 Other: \_\_\_\_\_

Inspector(s): \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the bioretention area between storms and does not drain within 2-3 days after rainfall.			There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area, inlet, or outlet.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 – 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meets the design specifications.

## Stormwater Pump Maintenance Plan for Solana

Project Address and Cross Streets 50 Los Gatos–Saratoga Road

Assessor's Parcel No.: 529-24-001, 529-24-003, 529-24-032

Property Owner: Summerhill 50 LGSR LLC Phone No.: (925) 244-8705

Designated Contact: Jared Brotman Phone No.: (650) 380-4373

Mailing Address: 6101 Bollinger Canyon Road, Suite 425 San Ramon, CA 94583

The property contains 5 stormwater pump(s), located as described below and as shown in the attached site plan<sup>1</sup>.

**Pump 1 is at** Bioretention Area No. 1 located in the area between Building's 2 and 3.

**Pump 2 is at** Bioretention Area No. 2 located in the area between Building's 27 and 28.

**Pump 3 is at** Bioretention Area No. 3 located in the area West of Building 1.

**Pump 4 is at** Bioretention Area No. 4 located in the area North of Building's 5 & 6.

**Pump 5 is at** Bioretention Area No. 1 located in the area West of Building 3.

See attached HOMA Pump Technology Manufacturer's Installation and Operation Manual for all information including safety practices, installation, maintenance, repairs, shutdowns and troubleshooting. Each of the stormwater pumps is operated via a controller mounted in the immediate vicinity of the pump as indicated on Exhibit B. For specific control panel information refer to the attached Alderon Industries FLEX Power Pak Control Panel document. All pumps will be capable of providing text and email alerts for system conditions using a cell modem. The panel will be connected as long as a Verizon cellular signal is available.

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<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

**I. Routine Maintenance Activities**

The principal maintenance objective is to prevent pump failure which will inhibit the ability for stormwater to be treated. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Stormwater Pump		
No.	Maintenance Task	Frequency of Task
1	Check insulation resistance. Check oil level in seal chamber. Check that impeller rotates freely by hand. Consult Pump manufacturer's maintenance manual.	Before initial startup. At the beginning of rainy season.
2	Test Alarm and Communication system to ensure proper functionality.	At beginning of rainy season and monthly during rainy season.
2	Monitor the amperage and voltage. Check the used relays for proper operations. Consult Pump manufacturer's maintenance manual.	Monthly during rainy season and/or at least once a year.
3	Visual inspection of the power supply cable, cable holder, cable bracing and accessories. Consult Pump manufacturer's maintenance manual.	Every 6 months, or as needed after storm event.
4	Check the insulation resistance. Check the lubricant in the seal chamber. Functional inspection of all safety and control devices. Consult Pump manufacturer's maintenance manual.	Every 2 years
5	General Overhaul. Consult Pump manufacturer's maintenance manual.	Every 5 years

All maintenance, inspection and cleaning work on the machine and the system may only be carried out by trained specialists exercising extreme care in a safe workplace. Proper protective clothing is to be worn. The machine must be disconnected from the electrical supply before any work is carried out. There must be no way it can be inadvertently switched on.

**II. Inspections**

The attached Stormwater Pump Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

## Stormwater Pump Inspection and Maintenance Checklist

Property Address: 50 Los Gatos–Saratoga RoadProperty Owner: Summerhill 50 LGSR LLC

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Quarterly  Pre-Wet Season  
 After heavy runoff  End of Wet Season  
 Other: \_\_\_\_\_

Inspector(s): \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Power supply/controller cable damaged	Accumulation of bubbles, cracks, scratches, chafed or crushed sections.			Pump functions and responds to controller inputs
2. Cable holders or accessory damaged	Excessive wear from hoisting, shifting, securing etc, cables, pumps or associated features.			All accessories and related features operate under normal circumstances.
3. Old or low oil level	Oil level falls below manufacturer's recommended minimum level or becomes discolored.			Oil level sufficient and visually appears in clean condition.
4. Miscellaneous	Any condition not covered above that needs attention to restore stormwater pump to design conditions.			Meets the design specifications.

# Installation, Operation, and Maintenance Manual

## TP30-70

Version 11/2021



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## 1.2. Preface

Dear Customer,  
Thank you for choosing one of our company's products. You have purchased a product which has been manufactured to the latest technical standards. Read this operating and maintenance manual carefully before first use in order to ensure that the product is used safely.

The documentation contains all the necessary specifications for the product, allowing you to use it properly. In addition, you will also find information on how to recognize potential dangers, reduce repair costs and downtime, and increase the reliability and working life of the product. All safety requirements and specific manufacturer's requirements must be fulfilled before the product is put into operation. This operating and maintenance manual supplements any existing national regulations on industrial safety and accident prevention. This manual must also be accessible to personnel at all times and also be made available where the product is used.

## 1.3. Proper use

In the event of improper use, there is a danger to life for the user as well as for third parties. Additionally, the product and/or attachments may be damaged or destroyed. It is important to ensure that the product is only operated in good condition and as intended. To do so, follow the operating instructions.

The pumps can be used in the range specified by the manufacturer, in accordance with the current HOPSEL version. Please note that the offered pumps may only be used in the defined field of application. Operating the pump outside the application range can lead to operational problems or significant damage to the unit.

## 1.4. Copyright

This operation and maintenance manual has been copyrighted by the manufacturer. This operation and maintenance handbook is intended for use by assembly, operating and maintenance personnel. It contains technical specifications and diagrams which may not be reproduced or distributed, either completely or in part, or used for any other purpose without the expressed consent of the manufacturer.

## 1.5. Technical terms

Various technical terms are used in this operating and maintenance manual.

### Dry run

The product is running at full speed, however, there is no liquid to be pumped. A dry run is to be strictly avoided. If necessary, a safety device must be installed.

### “wet” installation type

This installation type requires the product to be immersed in the pumped fluid. It is completely surrounded by the pumped fluid. Please observe the values for the maximum submersion depth and the minimum water coverage.

### “dry” installation type

In this installation type, the product is installed dry, i.e. the pumped fluid is delivered to and discharged via a pipeline system. The product is not immersed in the pumped fluid. Please note that the surfaces of the product become very hot!

### “transportable” installation type

With this installation type the product is equipped with a pedestal. It can be installed and operated at any location. Please observe the values for the maximum submersion depth and the minimum water coverage, and remember that the surfaces of the product become very hot.

### “S1” operating mode (continuous operation)

At the rated load, a constant temperature is reached that does not increase even in prolonged operation. The operating equipment can operate uninterruptedly at the rated load without exceeding the maximum permissible temperature.

### Operating mode “S3” (intermittent operation):

For this operating mode, after the abbreviation, the percent duty cycle is displayed, as well as the cycle duration if it is greater than 10 minutes. For example S3 40% means the pump can operate continuously for 40% (24 minutes) of one hour, and must then pause for 36 minutes.

### Low Level Lockout

The low level lockout is designed to automatically shut down the product if the water level falls below the minimum water coverage value of the product. This is made possible by installing a float switch.

### Level control

The level control is designed to switch the product on or off depending on the water level. This is made possible by installing a float switch.

## 2. Safety

This chapter lists all the generally applicable safety instructions and technical information. Additionally, other chapters contain specific safety instructions and technical information. All instructions and information must be observed and followed during the various phases of the product's lifecycle (installation, operation, maintenance, transport etc.). The operator is responsible for ensuring that personnel follow these instructions and guidelines.

### 2.1. Instructions and safety information

This manual uses instructions and safety information for preventing injury and damage to property.

To make this clear for the personnel, the instructions and safety information are distinguished as follows:

Each safety instruction begins with one of the following signal words:

**Danger:** Serious or fatal injuries can occur!

**Warning:** Serious injuries can occur!

**Caution:** Injuries can occur!

**Caution (Instruction without symbol):** Serious damage to property can occur, including irreparable damage!

Safety instructions begin with a signal word and description of the hazard, followed by the hazard source and potential consequences, and end with information on preventing it.

### 2.2. General safety

- Never work alone when installing or removing the product.
- The machine must always be switched off before any work is performed on it (assembly, dismantling, maintenance, installation). The machine must be disconnected from the electrical system and secured against being switched on again. All rotating parts must be at a standstill.
- The operator should inform his/her superior immediately should any defects or irregularities occur.
- It is of vital importance that the system is shut down immediately by the operator if any problems arise which may endanger safety of personnel. Problems of this kind include:
  - Failure of the safety and/or control devices
  - Damage to critical parts
  - Damage to electric installations, cables and insulation.
- Tools and other objects should be kept in a place reserved for them so that they can be found quickly.
- Sufficient ventilation must be provided in enclosed rooms.
- When welding or working with electronic devices, ensure that there is no danger of explosion.
- Only use fastening devices which are legally defined as such and officially approved.
- The fastening devices should be suitable for the conditions of use (weather, hooking system, load, etc). If these are separated from the machine after use, they should be expressly marked as fastening devices. Otherwise they should be carefully stored.

- Mobile working equipment for lifting loads should be used in a manner that ensures the stability of the working apparatus during operation.
- When using mobile working equipment for lifting non guided loads, measures should be taken to avoid tipping and sliding etc.
- Measures should be taken that no person is ever directly beneath a suspended load. Furthermore, it is also prohibited to move suspended loads over workplaces where people are present.
- If mobile working equipment is used for lifting loads, a second person should be present to coordinate the procedure if needed (for example if the operator's field of vision is blocked).
- The load to be lifted must be transported in such a manner that nobody can be injured in the case of a power cut. Additionally, when working outdoors, such procedures must be interrupted immediately if weather conditions worsen.



These instructions must be strictly observed. Non-observance can result in injury or serious damage to property. This product may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

[www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)

Ces instructions doivent être strictement respectées. Le non-respect de cette consigne peut entraîner des blessures ou des dommages matériels importants. Ce produit peut contenir des produits chimiques connus dans l'État de Californie pour provoquer des cancers et des malformations congénitales ou d'autres problèmes de reproduction.

[www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)

### 2.3. Operating personnel

All personnel who work on or with the product must be qualified for such work; electrical work, for example may only be carried out by a qualified electrician. The entire personnel must be of age.

Operating and maintenance personnel must also work according to local accident prevention regulations. It must be ensured that personnel have read and understood the instructions in this operating and Maintenance handbook; if necessary this manual must be ordered from the manufacturer in the required language.

### 2.4. Electrical work

Our electrical products are operated with alternating or industrial high-voltage current. The local regulations (e.g. 2017 NEC) must be adhered to. The technical specifications must be strictly adhered to. If the machine has been switched off by a protective device, it must not be switched on again until the error has been corrected.



Beware of electrical current!

Incorrectly performed electrical work can result in fatal injury! This work may only be carried out by a qualified electrician.

**Attention au courant électrique !**  
Des travaux électriques incorrectement effectués peuvent entraîner des blessures mortelles ! Ce travail ne doit être effectué que par un électricien qualifié.



**Beware of Moisture!**  
Moisture penetrating into cables can damage them and render them useless. Additionally, water can penetrate into the terminal compartment or motor and cause damage to the terminals or the winding. Never immerse cable ends in the pumped fluid or other liquids.

**Attention à l'humidité !**  
L'humidité qui pénètre dans les câbles peut les endommager et les rendre inutilisables. De plus, l'eau peut pénétrer dans le compartiment des bornes ou dans le moteur et endommager les bornes ou le bobinage. Ne jamais immerger les extrémités des câbles dans le fluide pompé ou dans d'autres liquides.

#### 2.4.1. Electrical connection

When the machine is connected to the electrical control panel, especially when electronic devices such as soft startup control or frequency drives are used, the relay manufacturer's specifications must be followed in order to conform to EMC. Special separate shielding measures e.g. special cables may be necessary for the power supply and control cables.

The connections may only be made if the equipment meets NEC standards. Mobile radio equipment may cause malfunctions.



**Beware of electromagnetic radiation!**  
Electromagnetic radiation can pose a fatal risk for people with pacemakers. Put up appropriate signs and make sure anyone affected is aware of the danger.

**Attention aux rayonnements électromagnétiques !**  
Les rayonnements électromagnétiques peuvent constituer un risque mortel pour les personnes portant un stimulateur cardiaque. Placez des panneaux appropriés et assurez-vous que toute personne concernée est consciente du danger.

#### 2.4.2. Ground connection

Our products (machine including protective devices and operating position, auxiliary hoisting gear) must always be grounded. If there is a possibility that people can come into contact with the machine and the pumped liquid (e.g. at construction sites), the grounded connection must be additionally equipped with a fault current protection device. The electrical motors conform to motor protection class IP 68 in accordance with the valid norms.

#### 2.5. Operating procedure

When operating the product, always follow the locally applicable laws and regulations for work safety, accident prevention and handling electrical machinery. To help to ensure safe working practice, the responsibilities of employees should be clearly set out by the owner. All personnel are responsible for ensuring that regulations are observed.

Certain parts such as the rotor and impeller rotate during operation in order to pump the fluid. Certain materials can cause very sharp edges on these parts.



**Beware of rotating parts!**  
The moving parts can crush and sever limbs. Never reach into the pump unit or the moving parts during operation. Switch off the machine and let the moving parts come to a rest before maintenance or repair work!

**Attention aux pièces en rotation !**  
Les pièces mobiles peuvent écraser et trancher des membres. Ne jamais mettre les mains dans l'unité de pompage ou dans les parties mobiles pendant le fonctionnement. Avant toute opération d'entretien ou de réparation, éteignez la machine et laissez les pièces mobiles s'arrêter !

#### 2.6. Safety and control devices

Our products are equipped with various safety and control devices. These include, for example, moisture sensors and temperature sensors. These devices must never be dismantled or disabled. Equipment such as thermo sensors, float switches, etc. must be checked by an electrician for proper functioning before start-up (see the "Electrical Connection" data sheet). Please remember equipment such as PT100 temperature monitors or float switches require the use of a HOMA GO switch for connection. Please contact your HOMA distributor for information. Personnel must be informed of the installations used and how they work.



**Caution!**  
Never operate the machine if the safety and monitoring devices have been removed or damaged, or if they do not work.

**Mise en garde!**  
Ne jamais utiliser la machine si les dispositifs de sécurité et de contrôle ont été retirés ou endommagés, ou s'ils ne fonctionnent pas.

#### 2.7. Operation in an explosive atmosphere

Products marked as FM approved for suitable operation in an explosive atmosphere, are designed for Class I, Division 1, Groups C and D and Temperature class T4. The permitted ambient temperature is between -4°F and 104°F. The enclosure's protection class is IP68. The products must meet certain guidelines for this type of use. Certain rules of conduct and guidelines must be adhered to by the operator as well. Products that have been approved for operation in an explosive atmosphere are marked as explosion-proof rated by FM. In addition, an "FM" symbol must be included on the name plate!

#### 2.8. Sound Safety

Depending on the size and capacity (kW), the products produce a sound pressure of up to 110 dB. The actual sound pressure, however, depends on several factors. These include, for example, the installation type (wet, dry, transportable), fastening of accessories (e.g. suspension unit) and pipeline, operating site, immersion depth, etc. Once the product has been installed, we recommend that

the operator make additional measurements under all operating conditions.



**Caution: Wear ear protectors!**

In accordance with the laws in effect, guidelines, standards and regulations, ear protection must be worn if the sound pressure is greater than 85 dB (A)! The operator is responsible for ensuring that this is observed!

**Mise en garde : Portez des protecteurs auditifs !**

Conformément aux lois en vigueur, aux directives, aux normes et aux règlements, le port de protecteurs d'oreilles est obligatoire si la pression acoustique est supérieure à 85 dB (A) ! L'opérateur est responsable du respect de cette consigne !

## 2.9. Pumped fluids

Each pumped fluid differs in regard to composition, corrosiveness, abrasiveness, TS content and many other aspects. Generally, our products can be used for many applications. For more precise details, see chapter 3, the machine data sheet and the order confirmation. It should be remembered that if the density, viscosity or the general composition change, this can also alter many parameters of the product. Different materials and impeller shapes are required for different pumped fluids. The more exact your specifications on your order, the more exactly we can modify our product to meet your requirements.

If the area of application and/or the pumped fluid change, we will be happy to offer supportive advice.

When switching the product into another pumped fluid, observe the following points:

- Products which have been operated in sewage or waste water must be thoroughly cleaned with pure water or drinking water before use.
- Products which have pumped fluids which are hazardous to health must always be decontaminated before changing to a new fluid. Also clarify whether the product may be used in a different pumped fluid.
- With products which have been operated with a lubricant or cooling fluid (such as oil), this can escape into the pumped fluid if the mechanical shaft seal is defective.



**Danger - explosive fluids!**

It is absolutely prohibited to pump explosive liquids (e.g. gasoline, kerosene, etc.). The products are not designed for these liquids!

**Danger - fluides explosifs !**

Il est absolument interdit de pomper des liquides explosifs (par exemple, de l'essence, du kérosène, etc.). Les produits ne sont pas conçus pour ces liquides !

## 2.10. Danger due to spark generation

Mechanically generated sparks can ignite flammable gases and condensates. According to EN1127-1 Para.6.4.4, sparks must also be excluded for category 2 in normal operation. In normal operation no spark generation is possible due to liquid covering (medium covering of the pump hydraulic).

The ingress or suction of foreign bodies (stones, pieces of metal, etc.) through the suction nozzles into the pump hydraulic is not possible in an expected case of malfunction in which the enclosure fails as the pump cannot suck up pumping medium nor its containing solids. In the ventilated shaft, the explosion-protected submersible motor pumps are drained via a drain system with two guide tubes of galvanized steel, between their guide claws of grey cast iron that guide into the automatic coupling arrangement. The guide velocity, with max 0.1 m/s (10cm/s) is so low that no sparks can be generated even in the most disadvantaged conditions. In the first installation, the guide claws of the drain arrangement should be lubricated with ball bearing grease in order to suppress heat and spark generation in the most disadvantaged case.

## 3. General description

### 3.1. Application

Pump is suitable for pumping drainage water, effluents and surface water. The pumps are used for installations in public and private sector, building trades, and industry. The pumps can convey abrasive medium as surface water. For highly abrasive content, such as concrete-gravel and sand in the medium, it is necessary to protect the impeller and pump housing against excessive abrasion or to shorten the maintenance interval. Before the pumping of chemically aggressive liquids, the resistance of the pump materials must be checked.

The pumps are available in high quality materials of all components (Stainless steel).

**The machine must be submerged in pumped liquid at least up to the top edge of the motor housing.**

The temperature of the pumped medium may be up to 104°F or up to 140°F for a short period. The maximum density of the medium is 0.03757 lbs/in<sup>3</sup> and the pH may be from 6 – 11.

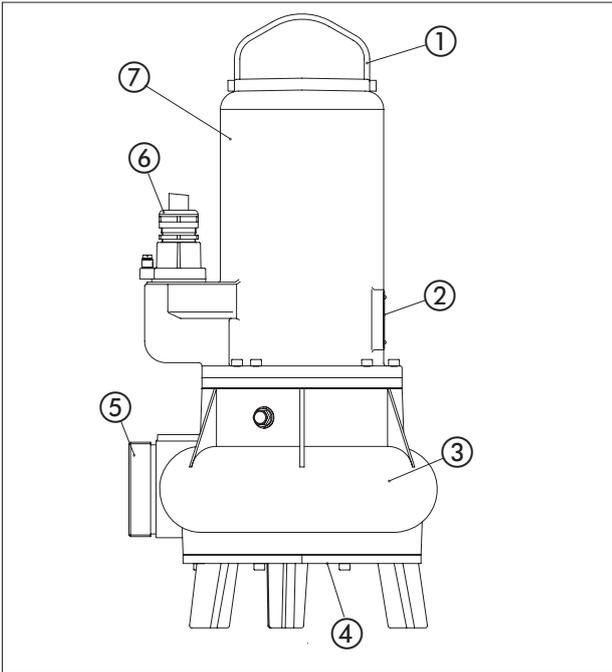
Stainless steel variants can be used at a pH of 4- 14. However, the pH alone only serves as a guideline. Consult factory for assistance with chemically aggressive liquids. Depending on the composition, it may be necessary to use special sealing materials.

### 3.2. Types of use

The motors are designed for continuous operation (S1), maximum 15 starts per hour. The hydraulic is designed for permanent operation, e.g. supply of industrial water.

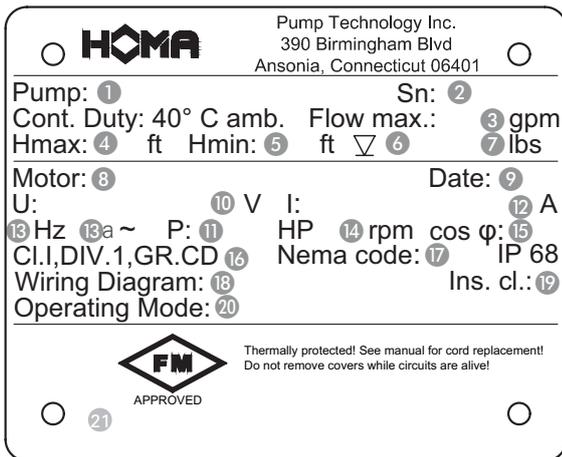
**3.3. Construction**

The major pump components consist of the motor housing, volute, and impeller.



No.	Description
1	Handle
2	Name plate
3	Pump housing
4	Suction piece
5	Discharge
6	Cable entry
7	Motor housing

**3.3.1. Type label**



No.	Description
①	Pump name
②	Serial number
③	Flow max
④	Hmax (Head max)
⑤	Hmin (Head min)
⑥	Submersion depth
⑦	Weight
⑧	Motor name
⑨	Date of manufacture
⑩	Voltage
⑪	Motor Power
⑫	Nominal current
⑬	Frequency
⑬ a	Phase
⑭	Motor speed
⑮	Cos phi
⑯	tTemperature class
⑰	Nema Code Letter
⑱	Wiring diagram
⑲	Insulation class
⑳	Operating mode
21	Comments

**3.3.2. Motor**

The pump motor consists of the stator and shaft with impeller assembly. The cable for the power supply is designed for maximum mechanical performance in accordance with the characteristic or pump name plate. Both the cable entries and the line are water-pressure tight to the depth provided on the name plate. The shaft bearing assembly is supported via robust, maintenance-free and permanently lubricated roller bearings.

All motors can also be delivered in an explosion-proof version in accordance with FM Class I, Division 1, Groups C & D.

General motor data	
Service factor	1.15
Operating mode	S1
Max. liquid temperature	35°C / 95°F
Insulation class	H (180°C / 356°F)
Degree of protection	IP68
Cable length	32 ft
Rotor shaft seal	Silicon-carbide / Silicon-carbide
Mechanical shaft seal	Silicon-carbide / Silicon-carbide
Bearing	One grooved ball bearing (above), double-row type angular ball bearing (below)

**3.3.3. Monitoring Equipment**

The unit is equipped with various types of monitoring-safety equipment. The following table shows an overview of the options available. The options may vary depending on the size of the pressure outlet.

Motortyp	Motorversion
.../C	Temperature monitoring in the winding, Oil chamber seal conditions sensor
...FM	Temperature monitoring in the winding, Explosion proof

### Temperature Sensor

All pumps are equipped with a temperature sensor assembly in each motor winding.

In standard pumps, the connections for the temperature sensor are fed via the power cable to the outside and are to be connected in the electric control box using the T1 and T3 power cable endings in such a way that the motor automatically restarts after it has cooled down. Instead of the standard sensor, the explosion-proof versions are equipped with a temperature sensor assembly that has a higher activation temperature. This is to be connected via the power cable endings T1 and T2 in such a way that after activation, a manual reset in the switchgear is necessary using a special contactor combination. The temperature sensor assembly must be connected in the switching cabinet so that it switches off when it overheats.

Switch-off temperature of the sensors:

Motor Frame	Stator Winding T1+T3 Regulator	Stator Winding FM T1+T2 Limiter
C	140	140
D	150	140

### Seal monitoring for non-jacketed pumps:

In case of a leak in the lower shaft seal, water enters the oil chamber and changes the resistance of the oil. The conductivity of the oil is monitored via 2 sensors. The sensors are to be connected via one cable to ground, or 2 cables (consult wiring diagram) from the pump connection cable in the junction box to an evaluation instrument galvanically separated from the probe circuit. The response sensitivity should be adjustable from 0-100 k $\Omega$ , the standard setting being 50 k $\Omega$ .

### 3.3.4. Sealing / Seal Housing

Sealing is accomplished by two silicon carbide mechanical seals in a tandem arrangement, acting independently from each other. The seal housing is situated between the motor and the pump housing. It consists of the bearing housing and the pressure cover, which together form the sealing cavity containing white mineral oil. Oil condition may be monitored using the inspection plug on the bearing housing and optional electronic monitoring.

### 3.3.5. Volute

The pump may be equipped with a stationary wear ring which can be found in the intake port. This wear ring determines the gap between the impeller and the intake port. If this gap is too big, the performance of the pump decreases and it can lead to blockages. The rings can be replaced due to wear. Discharge connections for TP30 & TP49 models are 2" Male Metric Straight Thread, an adapter (available as standard) is required to connect to NPT fittings. TP50 models have both 2 1/2" Male Metric Straight Thread, and 2" Female NPT connections.

TP53 & TP70 models have 3" Male Metric Straight Thread connections, and require an adapter (available as standard) to connect to NPT fittings.

### 3.3.6 Impeller

<b>M:</b>	Enclosed single channel impeller, for liquids containing impurities and sludge with solid particles or long fibres.
<b>V:</b>	Vortex impeller, for liquids containing a high level of impurities or fibrous matter and containing gas.

## 4. Package, Transport, Storage

### 4.1. Delivery

On arrival, the delivered items must be inspected for damage and a check made that all parts are present. If any parts are damaged or missing, the transport company or the manufacturer must be informed on the day of delivery. Any claim made at a later date will be deemed invalid. Damage to parts must be noted on the delivery or freight documentation.

### 4.2. Transport

Only the appropriate and approved fastening devices, transportation means and lifting equipment may be used. These must have sufficient load bearing capacity to ensure that the product can be transported safely. If chains are used they must be secured against slipping. The personnel must be qualified for the tasks and must follow all applicable national safety regulations during the work. The product is delivered by the manufacturer/shipping agency in suitable packaging. This normally precludes the possibility of damage occurring during transport and storage.



Never lift the pump by its power cable!

Ne jamais soulever la pompe par son câble d'alimentation !

### 4.3. Storage

Newly supplied products are prepared that they can be stored for 1 year. The product should be cleaned thoroughly before interim storage.

The following should be taken into consideration for storage:

- Place the product on a firm surface and secure it against falling over. Submersible mixers and auxiliary lifting devices should be stored horizontally, submersible sewage pumps and submersible motor pumps should be stored horizontally or vertically. It should be ensured that they cannot bend if stored horizontally.



**Falling Hazard!**  
Never leave the pump unsecured!

**Risque de chute !**  
Ne jamais laisser la pompe sans surveillance !

- The product has to be stored in a place free from vibrations and agitation to avoid damage to the ball bearings.
- The device should be stored in a dry place without temperature fluctuation.
- The product may not be stored in rooms where welding work is conducted as the resulting gases and radiation can damage the elastomer parts and coatings.
- Be careful to not remove or damage the corrosion resistant coatings.
- Any suction or pressure connections on products should be closed tightly before storage to prevent impurities.
- The power supply cables should be protected against kinking, damage and moisture.
- The cable will wick water into the pump if it is not protected properly. Power cable lead should be covered with shrink tubing or suitable sealing material during storage.



**Beware of electrical current!**  
Damaged power supply cables can cause fatal injury! Defective cables must be replaced by a qualified electrician immediately.

**Attention au courant électrique !**  
Des câbles d'alimentation endommagés peuvent provoquer des blessures mortelles ! Les câbles défectueux doivent être remplacés immédiatement par un électricien qualifié.



**Beware of moisture!**  
Moisture penetrating cables can damage them and render them useless. Therefore, never immerse cable ends in the pumped fluid or other liquids.

**Attention à l'humidité !**  
L'humidité qui pénètre dans les câbles peut les endommager et les rendre inutilisables. Par conséquent, ne jamais immerger les extrémités des câbles dans le fluide pompé ou dans d'autres liquides

- The machine must be protected from direct sunlight, heat, dust, and frost. Heat and frost can cause considerable damage to impellers, rotors and coatings.
- The impeller must be turned at monthly intervals. This prevents the bearing from locking and the film of lubricant on the mechanical shaft seal is renewed. This also prevents the gear pinions (if present on the product) from becoming fixed as they turn and also renews the lubricating film on the gear pinions (preventing rust film deposits).



**Beware of sharp edges!**  
Sharp edges can form on rotors and impellers. There is a risk of injuries. Wear protective gloves.

**Attention aux bords tranchants !**  
Les bords tranchants peuvent se former sur les rotors et les turbines. Il y a un risque de blessures. Porter des gants de protection.

- If the product has been stored for longer than six months it should be cleaned of impurities such as dust and oil deposits before start-up. Rotors and impellers should be checked for smooth running, housing coating and damage.
- After remaining in storage for longer than one year, it is necessary to change the oil in the seal chamber. This is necessary even if the pump has never been run, due to natural deterioration of mineral oil.

**Before start-up, the filling levels (oil, cooling fluid etc.) of the individual products should be checked and topped up if required. Please refer to the machine data sheet for specifications on filling. Damaged coatings should be repaired immediately. Only a coating that is completely intact fulfils the criteria for intended usage!**

If these rules are observed, your product can be stored for a longer period. Please remember that elastomer parts and coatings become brittle naturally. If the product is to be stored for longer than 6 months, we recommend checking these parts and replacing them as necessary. Please consult the manufacturer.

### 4.4. Returning to the supplier

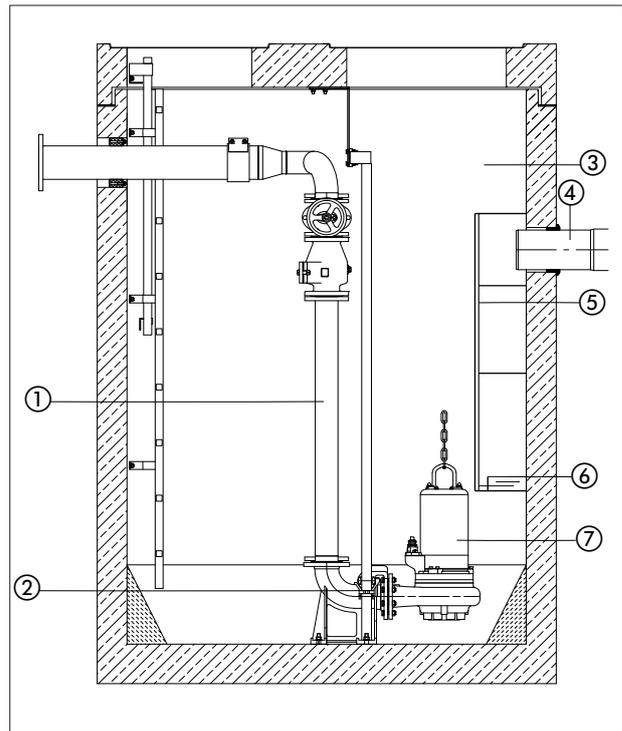
Products which are delivered to the plant must be clean and correctly packaged. In this context, clean means that impurities have been removed and decontaminated if it has been used with materials which are hazardous to health. The packaging must protect the product against damage. Please contact the manufacturer before returning!

## 5. Installation and initial commissioning

### 5.1. General

To avoid damage to the lifting unit during installation and operation, the following points must be observed:

- The installation work must be performed by qualified personnel, in compliance with safety regulations.
- The pump must be inspected for damage prior to installation.
- For level controls, pay attention to the minimum water coverage.
- Air bubbles in the volute and pipework must be avoided (by suitable ventilation devices or a slight incline of the pump).
- Protect the pump from frost.
- The lifting device must have a maximum load capacity which is greater than the weight of the pump with attachments and cable.
- The power lines of the pump must be laid in such a way, that a safe operation and easy assembly/disassembly is ensured.
- The power lines must be fixed properly in the operating room to prevent the cable from hanging loosely. Depending on the cable length and weight, a cable holder must be attached every 2-3 m.
- The foundation/structure must have sufficient strength for secure and functionally correct fastening of the pump. The operator is responsible for this.
- Verify low level lockout is functioning.
- Use baffles for the inlet. This prevents air entry into the pumping medium, which can lead to unfavorable operating conditions and result in increased wear.
- Do not install more than one check valve into any piping system or problems will occur.

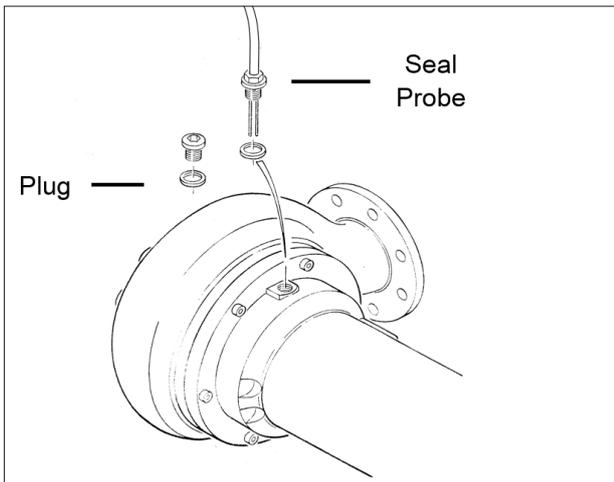


No.	Description
1	Pipe
2	Coupling system
3	Wet well
4	Inlet
5	Baffle plate
6	min. liquid level
7	Pump

### External Seal Probe Installation Procedure

If provided, Mechanical Seal Leak Detection probe has been shipped loose to protect from shipping damage. Please follow this procedure to install the probe.

- 1) Lay pump on its side with the plug on the seal chamber facing upwards as indicated.
- 2) Unscrew the plug with the proper wrench, taking care not to damage the sealing surface.
- 3) Verify that seal chamber oil level is within  $\frac{1}{4}$ " of the indicated value. Measurement is from oil level to the top of hole. See IOM Manual for seal chamber oil volume, if required.
- 4) Remove the new sealing gasket from package and install it onto the seal probe plug.
- 5) Install the seal probe with gasket into the opening, taking care not to damage the cable. Then tighten the seal probe with the proper wrench until snug. Do not overtighten. Once tight, verify the seal gasket is properly seated and the cable is not pinched or twisted.  
NOTE: At installation of the seal probe be careful not to bind the seal probe cord as it is being installed into the pump.
- 6) Lift pump into a vertical position and inspect for any leaks.
- 7) Secure seal probe cable to pump body and power cable with ty straps before installing pump.



**5.2. Installation**



**Risk of falling!**  
When installing the pump and accessories, work is carried out directly on the water's edge! Carelessness or wearing the wrong shoes can lead to falling. This is life threatening! Take all safety precautions to prevent this.

**Risque de chute !**  
Lors de l'installation de la pompe et des accessoires, les travaux sont effectués directement au bord de l'eau ! La négligence ou le port de mauvaises chaussures peuvent entraîner une chute. Ceci pose un danger de mort ! Prenez toutes les précautions de sécurité pour éviter cela.

**Torque Values:**

PUMP MODEL	Mounting Bolts Anchors	Bolts Anchors	TORQUE
AUTOCOUPLING	N/A	4 M16	51 Nm / 38 ft lb
RING STAND	4	N/A	5 Nm / 4 ft lb

**Notes:**

1. *Standard anchors are plated steel.*
2. *Autocoupling systems include qty. 4 M12 anchors for the upper bracket. Torque to 51 Nm / 38 ft lb.*
3. *Anchor bolt holes should be drilled to the actual diameter of the anchor (M12 anchor requires 12mm diameter hole).*

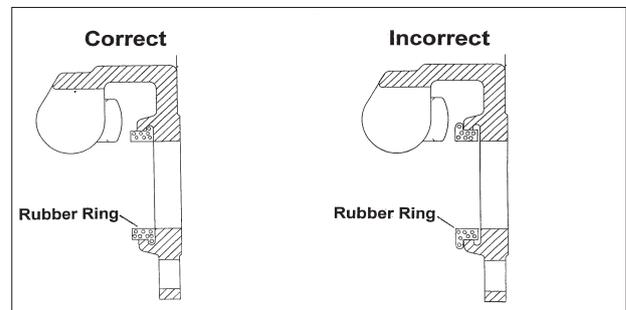
**Submerged installation on ring stand**

Attach the ring stand (available as an accessory) with screws to the pump suction nozzle. Mount 90° connection-elbow or connection loop to the discharge of the pump, and mount discharge line. Gate valves and check valves may need to be installed in accordance with local regulations. The discharge line must be fitted free of tension, when using a hose, ensure it is laid kink-free. Secure the pump by the handle with a cable or chain, and lower it into the pumping medium. Properly position power cable and chain so they stay above the pump and cannot enter the pump suction.

**Wet well installation with automatic coupling system**

The following instructions apply to the installation of the original HOMA Autocoupling system:

- Determine the approximate position of the position of the base elbow and the upper pipe bracket for the guide tubes, using a plumb bob where necessary.
- Check the correct installation dimensions of the pump(s) (see dimensional drawings in the appendix).
- Drill mounting holes for the guide rail bracket on the inside edge of the shaft opening. If this is not possible due to the space available, the guide rail bracket can also be mounted in an offset position with a 90° folded plate on the underside of the shaft cover. Provisionally fasten the guide rail bracket with 2 screws.
- Align the base elbow to the shaft floor, use a plumb bob from the pipe bracket- the guide tubes must be exactly perpendicular! Fasten the base elbow to the wet well floor using anchor bolts. Ensure that the base elbow is exactly horizontal! If the wet well floor is uneven, support the bearing surface accordingly.
- Mount the pressure pipes with fittings free of tension according to the usual mounting principles.
- Insert both guide rails into the eyelets on the base elbow and cut to size according to the position of the guide rail bracket. Partially unscrew the guide rails bracket, insert them into the guide rails and fasten the bracket. The guide rails must be positioned with no play at all, otherwise vibration will occur during operation of the pump.
- Clean the wet well of any solid material (debris, stones, etc.) before commissioning.
- Mount the guide claw on the pump discharge (thread or flange connection). Ensure that the rubber profile gasket is correctly seated in position in the guide claw (as a seal against the coupling base), so that it will not fall out when lowering the pump. See graphic below
- Attach the chain to the pump handle or lifting lugs. Insert the pump with the guide rails in the guide claw ears. Lower the pump into the wet well. If the pump is seated on the base elbow, it automatically seals itself off to the pressure line and is ready for operation.
- Hang the end of the retrieval chain from a hook at the wet well opening.
- Hang the motor connection cable of the pump in the shaft at an appropriate length, with strain relief. Make sure that the cables can not be bent or damaged.

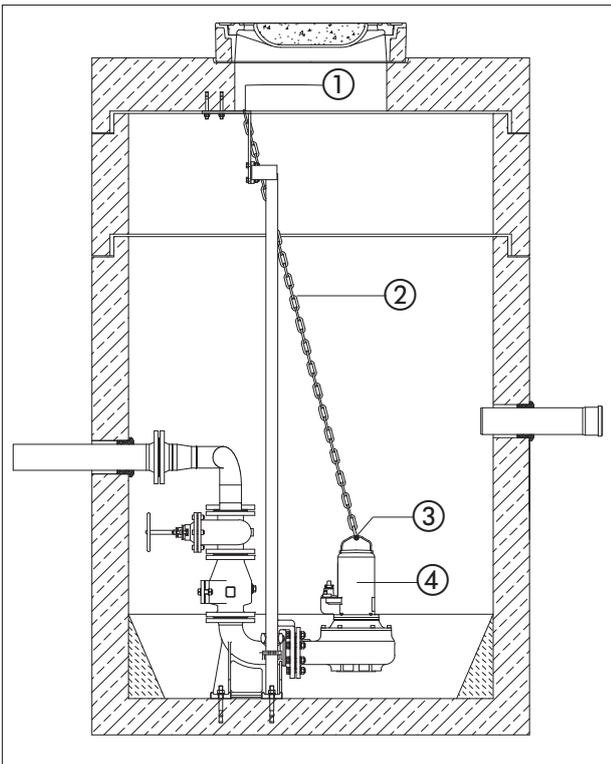


**5.3. Use of chains**

Chains are used to lower a pump in the operating space or to pull it out. They are not intended to secure a floating pump. Intended use is as follows:

- Fasten one end of the chain on the handle of the pump provided for this purpose. If your pump has two ring bolts as an attachment point, you must use a double-strand chain. When doing so, the angle of inclination of the chain strands must be between 0° and 45°.
- Attach the other end to the lifting device.
- Ensure tension on the chain, and then lift the pump in a slow and controlled manner.
- Gently lower the pump into operating space and lower it gently.
- Lower the pump to the operating point and make sure that the pump has a secure footing or the coupling system is engaged correctly.
- Remove the chain from the lifting device and secure it to the safety chain, which is located at the top of the operating room. This ensures that the chain can not fall into the well and constitute a danger to anyone.

Please note the following diagrams during installation.



No.	Description
1	Chain guard
2	Chain
3	Handle
4	Pump

**5.4. Initial operation**

This chapter contains all the important instructions for operating personnel for the safe commissioning and operation of the machine. The following information must be strictly adhered to and checked:

- Type of installation
- Operating mode
- Minimum/max water coverage. Immersion depth

After a long downtime, these specifications are also to be checked and any defects are to be rectified! The operation and maintenance manual must always be kept with the machine, or be kept in a designated place where it is always accessible for all of the operating personnel.

To avoid injury to persons or damage during operation of the machine, the following points must be observed:

- The initial operation may only be carried out by qualified and trained personnel accompanied by an authorized HOMA representative following the safety instructions.
- All staff working on the machine must receive, read, and understand the instructions.
- Activate all safety devices and emergency stop switches before initial operation.
- Electrical and mechanical adjustments may only be performed by professionals.
- This machine is only suitable for use at the specified operating conditions.

**5.5. Preparatory work**

This pump has been designed so that it will operate reliably and for long periods under normal operating conditions. This requires, however, that you comply with all advice and instructions. Please check the following points:

- Cable routing- no loops, slightly taut
- Liquid temperature and immersion depth check- see machine data sheet
- If a hose is used on the discharge side, it should be flushed before use with fresh water so that no deposits cause blockages
- For wet installation, the wet well must be cleaned
- The pressure and suction side pipe systems are to be clean and all valves are to be opened.
- Check the accessories, pipe system and suspension unit for firm and correct fit
- Review the present level control.
- An isolation test and a level control must be carried out before commissioning.

**5.6. Electrical**

When installing and selecting electrical lines and when connecting the motor, the relevant local and NEC regulations must be observed. The motor must be protected by a motor protection circuit breaker. Connect the motor per the wiring diagram. Pay attention to the direction of rotation! If rotation is in the wrong direction, the machine will not perform to specifications, and can be damaged under adverse circumstances.

Check the operating voltage, and ensure there is uniform power consumption by all phases in accordance with the machine data sheet.

Make sure that all temperature sensors and monitoring devices, e.g. seal chamber probe, are connected and tested for function.



**Risk of electrocution!**  
 Improper use of electricity can be fatal! All pumps with exposed cable ends must be connected by a qualified electrician.

**Risque d'électrocution !**  
 Une mauvaise utilisation de l'électricité peut être fatale ! Toutes les pompes dont les extrémités de câble sont exposées doivent être raccordées par un électricien qualifié.

All electrical work shall be carried out under the supervision of an authorized, licensed electrician. The present state adopted edition of the National Electrical Code as well as all local codes and regulations shall be complied with.

**5.6.1 Verification of power supply**

Prior to making any electrical connections or applying power to the pump, compare the power supply available at the pump station to the data on the unit's nameplate. Confirm that both voltage and phase match between pump and control panel.

**5.6.2 Power lead wiring**

Please refer to wiring diagram in the appendix for specific connection details.

The pump must be connected electrically through a motor starter with proper circuit breaker protection in order to validate warranty. Do not splice cables.

**5.6.3 Thermal switch wiring**

Pumps are equipped with thermal switches embedded in the stator windings which are normally closed, automatically resetting switches. Switches will open when the internal temperature rises above the design temperature, and will close when the temperature returns to normal. Thermal switches must be wired to a current regulated control circuit in accordance with the NEC. Identify thermal switch leads marked T1 and T2 in the power cable.

The resistance across the leads will be 0.5 Ohms. Thermal leads must be connected to the thermal overload relay located in the control panel. Thermal switch leads must be connected to validate warranty.

**Note:** All sizes of Class 1, Div. 1 pumps for hazardous service must have thermal switch leads connected to a current regulated control circuit in accordance with NEC.

**5.6.4 Seal probe wiring**

The mechanical seal leak detector probe utilized in the pump is a conductive probe which is normally open. The intrusion of water into the seal chamber completes the electrical circuit. Control panel provisions will sense this circuit closure, and will provide indication or alarm functions depending on the panel design.

Either single or dual wire systems may be provided. Single wire systems utilize one energizing conductor, and the pump casing and neutral lead as the ground or return portion of the circuit. The dual wire systems utilize two separate conductors for each leg of the circuit.

With either system, the seal probe leads must be wired into a control circuit provided in the control panel. This control circuit must energize the probe with a regulated power source, and sense the closed circuit in event of water intrusion. Indication and alarm functions must also be provided in the control circuit. Please see control panel wiring diagram for seal probe connection points.



For Hazardous Area Classification Pumps, leak detector circuit must be in conformance with applicable NEC codes and regulations.

Pour les pompes classées en zone dangereuse, le circuit du détecteur de fuites doit être conforme aux codes et réglementations NEC applicables.

**5.6.5 Start / Run Capacitors and Relays**

All single phase motors require start and run capacitors along with a start relay to operate. Capacitors and relays must be sized for the specific motor. Capacitors are sized based on ideal conditions. The run capacitor may need to be resized to match the available field voltage. Each cap kit shipped is supplied with a wiring diagram and start up procedure.

**5.6.6 Single Phase Pump Start-Up Procedure**

Run Capacitor sizing can vary depending on the incoming supply voltage provided. HOMA Single Phase pumps are provided with Start and Run Capacitor(s) sized for 220-230V under load. Frequently, the available line voltage is considerable different than indicated, and the Run capacitor(s) may need to be resized to match the available field voltage. The following procedure will allow you to verify proper operation of your single phase pump, and/or make necessary changes to you capacitors to correct for your power supply. After verifying wiring is in accordance with your pump requirements, start pump and record the following readings from each of the (3) pump cable leads.

Current under load:

U1 \_\_\_\_\_ Amps > U2 \_\_\_\_\_ Amps > Z2 \_\_\_\_\_ Amps  
 Should be (highest rating) (middle rating) (lowest rating)

Lead U1 (common) should have the highest current reading. Lead Z2 (start) should have the lowest reading.

If Z2 current draw is greater than the current draw of either U1 or U2, a smaller size Run capacitor (lower microfarad rating) is required to correct the condition. Example: If a 60 µf Run capacitor was supplied, change to a 50 µf Run capacitor and check current readings. Typically, only one step down in capacitor size is required, but in certain instances 2 steps may be required.

( ) The standard capacitor kit provided includes:  
 \_\_\_µf start capacitor  
 \_\_\_µf run capacitor.

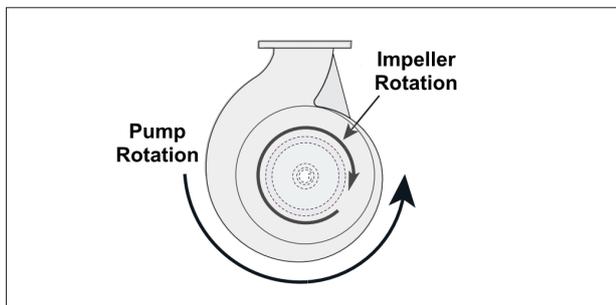
( ) Additional run capacitors have been included for use in tuning the pump to match available line voltages for optimum performance.  
 \_\_\_µf run capacitor  
 \_\_\_µf run capacitor  
 \_\_\_µf run capacitor

This form is provided for your use in optimizing the performance and service life of your single phase pumps, and is applicable to most Capacitor Start/Capacitor Run motors. Please contact our customer service with any questions or if you require any additional information or assistance.

### 5.7. Direction of rotation

#### Rotation Direction Check

All pumps have the proper rotation direction when connected to a clockwise field of rotation (U, V, W -> L1, L2, L3). If the pump rotation is backwards, swap two leads and reconnect. For smaller pumps, the check can be done by observing the pump's movement while starting. To do this, set the pump lightly on the ground in a perpendicular fashion and switch it on briefly. When observing from above, the pump itself moves slightly in a counter-clockwise direction when rotating in the right direction. The correct direction of rotation of the pump is achieved once the pump moves counter-clockwise, since when viewed from above, the motor starts in a clockwise direction.



For large pumps, the direction can also be determined by looking through the pump discharge into the volute. Briefly run the motor in order to verify it is running clockwise.



#### Caution – Rotating Impeller!

Do not touch the rotating impeller or reach into the volute through the pressure outlets!

Never reach into the volute or touch any rotating parts during operation. Switch the machine off and wait until all rotating parts have come to a stop prior to carrying out maintenance and repair work!

Attention - Turbine en rotation !

Ne pas toucher la turbine en rotation ni pénétrer dans la volute par les orifices de pression !

Ne jamais mettre la main dans la volute ou toucher les pièces en rotation pendant le fonctionnement. Mettre la machine hors tension et attendre l'arrêt de toutes les pièces en rotation avant d'effectuer des travaux d'entretien et de réparation !

It is also possible to check the direction of rotation with a "motor and phase rotation indicator". This measurement device is held from the outside up to the motor housing of the switched-on pump and displays the direction of rotation via an LED.

### 5.8. Motor protection

The minimum requirement is a thermal relay/motor protection circuit breaker with temperature compensation, differential triggering, and reclosing lock in accordance with VDE 0660 or similar national regulations. If the equipment is connected to power grids where problems often

occur, we recommend the additional use of protective devices (e.g. overvoltage protection or under voltage protection or phase failure relays, lightning protection, etc.). When connecting the machine, the local and legal requirements must be adhered to.

### 5.9. Variable Frequency Drives

Special considerations must be taken when operating pumps with variable frequency drives (inverters). The inverter circuit design, horsepower required by pump, motor cooling system, power cable length, operating voltage, and anticipated turndown ratio must be fully evaluated during the design stage of the installation.

**As a minimum, properly sized load reactors and filters must be installed between the inverter and the pump to protect the pump motor from damaging voltage spikes.**

Warranty coverage will not be provided on any pump motor that is operated with a variable frequency drive, unless the load side of the inverter is properly isolated from the pump.

### 5.10. Types of startups

Types of startup using with cables with exposed ends

#### Direct start up

At full load, the motor protection circuit breaker should be set to the rated current. In partial load operation it is recommended to set the motor protection circuit breaker 5% above the measured current at the operating point.

#### Soft start

At full load, the motor protection should be set to the rated current. In partial load operation, it is recommended to set the motor protection 5% above the measured current at the operating point. The starting time must be max. 5s. The starting voltage is to be set at 40% of the rated voltage according to the rating plate.

#### Start up with HOMA GO switch

Plug the connector into the socket provided and press the on/off switch on the GO switch.

#### 5.10.1. After start up

The nominal current is briefly exceeded on start-up. After startup, the operating current should not exceed the nominal current. If the motor does not start immediately after switching on, it must be shut down immediately. The applicable startup procedures must be adhered to before turning on again. If there is a new fault, the machine must again be shut down immediately. The machine may only be started up again after troubleshooting. The following items should be checked:

- Current consumption (permissible deviation between phases max. 5%)
- Voltage difference between the individual phases (max. 1%)
- Switching frequency and pauses (see Technical Data)
- Air entry at the inlet- if necessary, a baffle plate must be attached
- Minimum water coverage, level control, dry run protection
- Smooth running
- Check for leaks: if necessary, take the necessary steps according to the chapter "Maintenance"

## 6. Maintenance

### 6.1. General

The machine and the entire system must be inspected and maintained at regular intervals. The time limit for maintenance is set by the manufacturer and applies to the general conditions of use. The manufacturer should be consulted if the system is to be used with corrosive and/or abrasive pumped liquids, as the time limit between inspections may need to be reduced.

Note the following information:

- The operating and maintenance manual must be available to the maintenance personnel and its instructions followed. Only the repair and maintenance measures listed here may be performed.
- All maintenance, inspection and cleaning work on the machine and the system may only be carried out by trained specialists exercising extreme care in a safe workplace. Proper protective clothing is to be worn. The machine must be disconnected from the electricity supply before any work is carried out. There must be no way that it can be inadvertently switched on.
- Above a weight of 100lbs, only hoisting gear which has been officially approved and which is in a technically perfect condition should be used for lowering and raising the machine.

**Make sure that all fastening devices, ropes and safety devices are in a technically perfect condition. Work may only commence if the auxiliary hoisting gear has been checked and found to be in perfect working order. If it is not inspected, danger to personnel may result!**

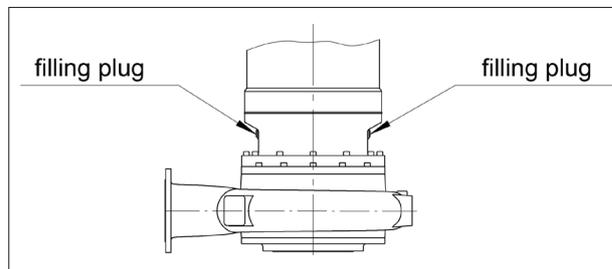
- Wiring work on the machine and system must be carried out by an electrician. For machines approved for work in areas subject to explosion danger, please refer to the "Explosion protection in accordance with the regulation" chapter.
- When working with inflammable solvents and cleaning agents, fires, unshielded lighting and smoking are prohibited.
- Machines which circulate fluids hazardous to health, or which come into contact with them, must be decontaminated. It must be ensured that no dangerous gases can form or are present.
- Ensure that all necessary tools and materials are available. Tidiness and cleanliness guarantee safe and problem-free operation of the machine. After working on the machine all cleaning materials and tools should be removed from it. All materials and tools should be stored in an appropriate place.
- Operating supplies such as oil and lubricants must be collected in appropriate vessels and properly disposed. Appropriate protective clothing is to be worn for cleaning and maintenance jobs. Only lubricants expressly recommended by the manufacturer may be used. Oils and lubricants should not be mixed. Only use genuine parts made by the manufacturer.

**A trial run or functional test of the machine must be performed as instructed in the general operating conditions.**

**Oil type:** white mineral oil. Used oil is to be disposed accordingly.

When using white mineral oil, note the following:

- Machines which have previously been operated using other lubricants must first be thoroughly cleaned before they can be operated using white mineral oil.



### 6.2. Maintenance intervals

**Before initial start-up or after a longer period of storage:**

- Check insulation resistance
- Check oil level in seal chamber
- Check that impeller rotates freely by hand

**Monthly:**

- Monitor the amperage and voltage
- Check the used relays for proper operation

**Every six months:**

- Visual inspection of the power supply cable
- Visual inspection of the cable holder and the cable bracing
- Visual inspection of accessories, e.g. the suspension device and hoisting gears

**8,000 operating hours or after two years, whichever is earlier:**

- Check the insulation resistance
- Check the lubricant in the seal chamber
- Functional inspection of all safety and control devices

**15,000 operating hours or after five years, whichever is earlier:**

- General overhaul

**If it is used in highly abrasive or corrosive material, the maintenance intervals should be reduced!**

### 6.3. Maintenance tasks

#### Monitoring the current consumption and voltage

The current consumption and voltage is to be monitored periodically for all winding phases. This remains constant during normal operation. Slight fluctuations are a result of the composition of the pumped fluid. The current consumption can assist in early detection and correction of damage and/ or faulty operation in the impeller/propeller, bearings and/or the motor. More extensive resulting damage can thus be largely prevented and the risk of a total failure can be reduced.

### Checking the used relays for pistons, oil chamber monitors, etc.

Check the relays used are functioning fault-free. Defective devices must be immediately replaced, because these cannot ensure safe operation of the machine. The test procedure details should be followed closely (in the operating instructions for each relay).

### Checking the insulation resistance

To check the insulation resistance, the power supply cable must be disconnected. The resistance can then be measured with an insulation tester (measuring voltage = 1000V DC).

The following values may not be exceeded:

- The insulation resistance may not be below 20 M $\Omega$  during initial operation. For all further measurements the value must be greater than 2 M $\Omega$ .
- Insulation resistance too low: Moisture may have penetrated the cable and/or the motor.

**Do not connect the machine, consult manufacturer!**

### Visual inspection of power supply cables

The power supply line must be examined for bubbles, cracks, scratches, chafed areas and/or crushed sections. If damage is found, the power cable must be exchanged immediately.

**The cables may only be changed by the manufacturer or an authorized/certified service workshop. The machine may not be used again until the damage has been adequately rectified.**

### Visual examination of the cable holders (carabiners) and the cable bracing

When the machine is used in basins or pits, the lifting cables/cable holders (carabiners) and the cable bracing are subject to constant wear. Regular inspections are necessary in order to prevent the lifting cables/cable holders (carabiners) and/or cable bracing from wearing out and to prevent the electricity cable from being damaged.

**The lifting cables/cable holders (carabiners) and the cable bracing are to be immediately replaced if any signs of wear appear.**

### Visual inspection of accessories

Inspect accessories such as suspension units and hoisting gear to check whether they are secured in a stable manner. Loose and/or defective accessories should be repaired immediately or replaced.

### Oil Level check in Seal Chamber

### Visual Inspection of Oil Chamber:

#### Oil Level

Please take the precise filling quantity from the spare parts list or contact the manufacturer with the pump serial number.

#### Oil Condition

The condition of the mechanical seals can be visually inspected as follows: Put the pump in horizontal position, so that the oil chamber drain plug is on top. Remove the drain plug and take out a small quantity of oil. The oil becomes greyish white like milk if it contains water.

This may be the result of defective shaft seals. In this case the condition of the shaft seals should be checked by a HOMA Service shop. Oil type: Mineral Oil. Used oil has to be disposed according to the existing environmental rules and regulations.

### Functional inspection of safety and control devices

Monitoring devices are temperature sensors in the motor, oil chamber monitors, motor protection relays, overvoltage relays, etc.

Motor protection and overvoltage relays and other trip elements can generally be triggered manually for test purposes. To inspect the oil chamber monitor or the temperature sensor, the machine must be cooled to ambient temperature and the electrical supply cable of the monitoring device in the switch cabinet must be disconnected. The monitoring device is then tested with an ohmmeter.

The following values should be measured:

**Bi-metal sensor:** Value = "0" - throughput

**PTC sensor:** A PTC sensor has a cold resistance of between 20 and 100  $\Omega$ . For 3 sensors in series this would result in a value of between 60 and 300  $\Omega$ .

**PT 100 sensor:** PT 100 sensors have a value of 100ohms at 0°C. Between 32°F and 212°F this value increases by 0.214  $\Omega$  per 1°F. PT 20 sensors have a value of 107.7  $\Omega$  at 68°C.

**Moisture sensor:** This value must approach infinity. If there is a low value, there may be water in the oil. Also observe the instructions of the optionally available evaluation relay.

**In the case of larger deviations, please consult the manufacturer.**

Please consult the appropriate operating manual for details on inspecting the safety and monitoring devices on the auxiliary lifting gear.

### General overhaul

During this the bearings, shaft seals, O rings and power supply cables are inspected and replaced as required in addition to normal maintenance work. This work may only be conducted by the manufacturer or an authorized service workshop.

### Changing the oil

The drained oil must be checked for dirt and water content. If the oil is very dirty and shows water intrusion, it must be changed again after four weeks. If there is again water in the oil then, it seems likely that a seal is defective. In this case, please consult the manufacturer. If an oil chamber or leakage monitoring system is being used, the display will light up again within four weeks of changing the oil if a seal is defective.

**The general procedure for changing oil is as follows: Switch off the machine, let it cool down, disconnect it from the power supply (have this done by an electrician), lock out tag out the control panel, clean it and place it vertically on a solid base. Warm or hot oil may be pressurized. The leaking oil may cause burns. For that reason, let the machine cool down to ambient temperature before you touch it.**

## 6.4. Sealing chamber

As there are several versions and designs of these motors, the exact location of the screw plugs varies depending on the pump unit used.

- Slowly and carefully remove the filling plug from the seal room.

### Caution: The oil may be pressurized!

- Remove the drain plug. Drain the oil and collect it in a suitable reservoir. Clean the drain plug, fit with a new sealing ring and screw it in again. For complete drainage, the machine must be slightly tipped on to its side.

### Make sure that the pump is on its side and secure!

- Fill lubricant by means of the opening in the filling plug. Comply with the specified lubricants and filling quantities.
- Clean the filling plug, fit with a new sealing ring and screw it in again.

## 7. Repairs

### 7.1. General

When carrying out repair work, the following information should always be noted:

- Round sealing rings as well as existing seals should always be replaced.
- Screw fixings such as spring washers should always be replaced.
- The correct torques must be observed.



In general, the following applies to repairs: Switch off the machine, disconnect it from the power supply (have this done by an electrician), clean it and place it on a solid base in a horizontal position. Secure it from falling over and/or slipping.

En général, les dispositions suivantes s'appliquent aux réparations :

Éteindre la machine, la débrancher du réseau électrique (faire appel à un électricien), la nettoyer et la placer sur une base solide en position horizontale. Éviter qu'elle ne tombe et/ou ne glisse.

If not otherwise stated, the torque values of the below tables should be used. Values stated are for clean, lubricated screws. Fixing torque [ft lbs] for screws A2/A4 (Coefficient of friction = 0.2)

	A2/A4, Hardeness class 70	A2/A4, Hardeness class 80
	DIN912/DIN933	DIN912/DIN933
M6	5 ft lbs	9 ft lbs
M8	12.5 ft lbs	21 ft lbs
M10	24 ft lbs	43 ft lbs
M12	42 ft lbs	73.5 ft lbs
M16	103 ft lbs	180.5 ft lbs
M20	201.5 ft lbs	364.5 ft lbs

### 7.2. Changing the impeller and volute

#### Changing the impeller and the volute.

- Loosen and remove the screws holding the volute to the oil chamber.
- Secure and remove the volute from the oil chamber with suitable equipment, e.g. hoisting gear. Place on a secure base.
- Fasten the impeller with suitable equipment, loosen and remove the impeller fastening (cylindrical screw with socket hex).

#### Pay attention to the locking screw!

- Remove the impeller from the shaft using a suitable extractor.
- Clean the shaft
- Attach a new impeller to the shaft.

#### Make sure that the sliding surfaces do not become damaged!

- Screw a new impeller bolt and clamping disk back onto the shaft. Fasten the impeller and tighten the impeller bolt. See table below for torque values.
- Place the motor assembly with impeller back onto the volute and fasten it with screws.
- It must be possible to turn the impeller by hand.

Impeller Bolt Size	Torque
10mm	35 Nm / 26 ft lb
12mm	61 Nm / 45 ft lb
16mm	146 Nm / 108 ft lb
20mm	285 Nm / 210 ft lb

#### Changing wear ring

The stationary and rotating wear rings determine the gap between the impeller (rotating wear ring) and the suction port (stationary wear ring). If this gap is too big, the performance of the machine decreases, and/or it can lead to ragging or clogging. If the stationary ring shows signs of wear, it should be replaced. This minimizes wear on the suction port and impeller, consequently reducing expense for spare parts.

Only OEM Parts may be used for replacement!

Inspecting and replacing these parts is performed by the manufacturer during the general overhaul or by specially trained personnel.

### 7.3. Spare Parts

In order to obtain spare parts, identify the required parts and contact authorized HOMA customer service with your order. Authentic HOMA parts shall be used to maintain warranty.



Explosion Proof pumps must be identified as such, and the pump serial number must be referenced for proper parts identification.

Les pompes antidéflagrantes doivent être identifiées comme telles et le numéro de série de la pompe doit être mentionné pour une identification correcte des pièces.



#### Caution!

Only test the pump under the proper conditions of operation and use. Never run the machine dry. This can result in irreparable damage!

#### Mise en garde !

Ne tester la pompe que dans les conditions de fonctionnement et d'utilisation appropriées. Ne jamais faire fonctionner la machine à sec. Cela peut entraîner des dommages irréparables !

### 8.2. Final shutdown / storage

Switch off the system, disconnect the machine from the electricity supply and dismantle and store it. Note the following information concerning storage:



#### Beware of hot parts!

When removing the machine, be careful of the temperature of the housing components. These can heat up to well above 104°F. Let the machine cool down to ambient temperature before you touch it.

#### Attention aux composants chauds !

Lors du démontage de la machine, faire attention à la température des composants du boîtier. Ces appareils peuvent atteindre une température bien supérieure à 40°C. Laisser la machine refroidir à la température ambiante avant de la toucher

- Clean the machine.
- Store it in a clean, dry place, protect the machine against frost.
- Place it down vertically onto a firm foundation and secure it against falling.
- Support the cable at the cable entry assembly to help avoid a permanent deformation.
- Protect the ends of the electric power cable from moisture.
- Protect the machine from direct sunshine as a preventive measure against brittleness in elastomer parts and the impeller and casing coating.
- When storing the machine in a shop please remember: Radiation and gases which occur during electric welding destroy the elastomers of the seals.
- During lengthy periods of storage, regularly (for example every six months) turn the impeller or propeller by hand. This prevents indentations in the bearings and stops the rotor from rusting up.

### 8.3. Restarting after an extended period of storage

Before restarting the pump, it should be completely re-commissioned. Clean it of dust and oil deposits, then carry out the necessary maintenance actions (see "Maintenance"). Check that the mechanical shaft seal is in good order and working properly. Once this work has been completed, the machine can be installed (see "Installation") and connected to the electricity supply by a specialist. See "Start-up" for instructions on restarting.

**Only restart the machine if it is in perfect condition and ready for operation.**

## 8. Shutdown

### 8.1. Temporary shutdown

For this type of shutdown, the machine remains installed and is not cut off from the electricity supply. For temporary shutdown, the machine must remain completely submerged so that it is protected from frost and ice. Make sure the wet well and the pumped fluid cannot be covered by ice. This ensures that the machine is always ready for operation. Carry out a monthly start-up and run the pump in operating conditions for 5 minutes.

## 9. Troubleshooting



In order to prevent damage or serious injury while repairing machine faults, the following points must be observed:

- Only attempt to repair a fault if you have qualified personnel. This means each job must be carried out by trained specialist personnel, for example electrical work must be performed by a trained electrician.
- Always secure the machine against an accidental restart by disconnecting it from the electric system. Lock out, tag out, and take appropriate safety precautions.
- Always have a second person make sure the machine is switched off in an emergency.
- Secure moving parts to prevent injury.
- Independent work on the machine is at one's own risk and releases the manufacturer from any warranty obligation.



Afin d'éviter tout dommage ou blessure grave lors de la réparation de la machine, les points suivants doivent être respectés :

- Ne tentez de réparer une déféctuosité que si vous disposez d'un personnel qualifié. Cela signifie que chaque travail doit être effectué par un personnel spécialisé formé, par exemple, les travaux d'électricité doivent être effectués par un électricien qualifié.
- Toujours sécuriser la machine contre un redémarrage accidentel en la déconnectant du système électrique. Verrouillez, étiquetez et prenez les mesures de sécurité appropriées.
- Demandez toujours à une deuxième personne de s'assurer que la machine est éteinte en cas d'urgence.
- Attachez les pièces mobiles pour éviter les blessures.
- Toute intervention indépendante sur la machine se fait à ses propres risques et libère le fabricant de toute obligation au titre de la garantie.

The machine will not start	
Cause	Solution
Electricity supply interrupted – short circuit or ground connection in the cable or motor windings	Have the motor and wires checked by a specialist and replaced if necessary
Fuses, the motor protection switch and/or monitoring devices are triggered	Have a specialist inspect the connection and correct them as necessary Have the motor protection switch adjusted according to the technical specifications, and reset monitoring equipment. Check that the impeller/propeller runs smoothly. Clean it or free it as necessary
The moisture sensors (option) has interrupted the power circuit (operator-related)	See fault: Mechanical shaft seal leaks, seal chamber monitor reports fault and switches the machine off

Machine runs but does not pump	
Cause	Solution
No pumped fluid	Open the container intake or valves
Intake blocked	Clean the intake, valve, suction port or intake strainer
Impeller/propeller blocked or obstructed	Switch off the machine, secure it against being switched on again and free the impeller/ propeller
Defective hose or piping	Replace defective parts
Intermittent operation	Check the control panel

<b>The motor starts, but the motor protection switch triggers shortly after start-up</b>	
<b>Cause</b>	<b>Solution</b>
The thermal trigger on the motor protection switch is incorrectly set	Have a specialist compare the setting of the trigger with the technical specifications and adjust it if necessary
Increased power consumption due to major voltage drop	Have an electrician check the voltage on each phase and rewire if necessary
Excessive voltage differences on the three phases	Have a specialist inspect the connection and the switching system and correct it as necessary
Incorrect direction of rotation	Swap the 2 phases from the mains supply
Impeller/propeller impeded by adhesive material, blockages and/or solid matter, increased current consumption	Switch off the machine, secure it against being switched on again and free the impeller/propeller or clean the suction port
The pumped fluid is too dense	Contact the manufacturer

<b>The machine runs, but not at the stated operating levels</b>	
<b>Cause</b>	<b>Solution</b>
Intake blocked	Clean the intake, valve, suction port or intake strainer
Valve in the discharge line closed	Fully open the valve
Impeller/propeller blocked or obstructed	Switch off the machine, secure it against being switched on again and free the impeller/ propeller
Incorrect direction of rotation	Replace 2 phases on the mains supply
Air in the system	Check the pipes, pressure shroud and/or pump unit, and bleed if necessary
Machine pumping against excessive pressure	Check the valve in the discharge line, if necessary open it completely
Signs of wear	Replace worn parts
Defective hose or piping	Replace defective parts
Inadmissible levels of gas in the pumped liquid	Contact the factory
Two-phase operation	Have a specialist inspect the connection and correct it as necessary

<b>The machine does not run smoothly and is noisy</b>	
<b>Cause</b>	<b>Solution</b>
Machine is running in an impermissible operation range	Check the operational data of the machine and correct if necessary and/or adjust the operating conditions
The suction port, strainer and/or impeller/propeller is blocked	Clean the suction port, strainer and/or impeller/Propeller
The impeller is blocked	Switch off the machine, secure it against being switched on again and free the impeller
Inadmissible levels of gas in the pumped liquid	Contact the factory
Two-phase operation	Have a specialist inspect the connection and correct it as necessary
Incorrect direction of rotation	Replace 2 phases on the mains supply
Signs of wear	Replace worn parts
Defective motor bearing	Contact the factory
The machine is installed with mechanical strain	Check the installation, use rubber spacers if necessary

<b>Mechanical shaft seal leaks, sealing chamber monitor reports fault and switches the machine off</b>	
<b>Cause</b>	<b>Solution</b>
Increased leakage when running in new mechanical shaft seals	Change the oil
Defective sealing chamber cables	Replace the moisture sensors
Mechanical shaft seal is defective	Replace the mechanical shaft seal after contacting the factory

#### Further steps for troubleshooting

If the items listed here do not help you rectify the fault, contact our customer service. They can help you as follows:

- Telephone or written help from customer service
- On-site support from customer service

- Checking and repairing the machine at the factory

Note that you may be charged for some services provided by our customer support. Customer service will provide you with details on this.

## 10.1. Connection of pumps and mixers



Risk of electrocution!

Improper use of electricity can be fatal! All pumps with exposed cable ends must be connected by a qualified electrician.

Risque d'électrocution !

Une mauvaise utilisation de l'électricité peut être fatale ! Toutes les pompes dont les extrémités de câble sont exposées doivent être raccordées par un électricien qualifié.

### 10.1.1 Power cables

Pumps in Star 3-phase version

Cable identification Motor	Terminal in control cabinet
U1	U1
V1	V1
W1	W1
U2	U2
V2	V2
W2	W2

Pumps in Direct start version

Cable identification Motor	Terminal in control cabinet
U	U1
V	V1
W	W1

### 10.1.2 Control cables

Depending on the design of the pump/agitator, it may be that no separate control cable is used. In this case monitoring devices are run from the power cable.

Cable identification Motor	Monitoring system
Monitoring in winding	
T1 / T2	Temperature limiter (2 switches in series)
T1 / T4	Temperature controller (2 switches in series)
T1 / T2 / T3	Temperature limiter and controller
K1 / K2	PTC – Thermistor (3 thermistors in series)
PT1 / PT2	3 x PT100 individually installed
PT3 / PT4	
PT6 / PT6	
Bearings monitoring	
P1 / P2	PT100 upper bearing
P3 / P4	PT100 lower bearing
Seal monitoring	
S1 / S2	Seal monitoring in oil chamber
S3 / S4	Seal monitoring in connection compartment
S5 / S6	Seal monitoring in Motor compartment with 2 Electrodes
S7 / S8	Seal monitoring in Motor compartment with float switch
S9 / S10	Seal monitoring in Gearbox (Agitator)
S11 / S12	Seal monitoring in Leakage compartment (internal cooling)
Heating	
H1 / H2	Heating system







HOMA Pump Technology

390 Birmingham Blvd ▶ Ansonia, CT 06401

Phone: 203-736-8890 ▶ Fax: 203-736-8899

e-Mail: [info@homapump.com](mailto:info@homapump.com) ▶ Internet: [www.homapump.com](http://www.homapump.com)

# FLEX™ Power Pak Control Panel

ITEM NO. 5.

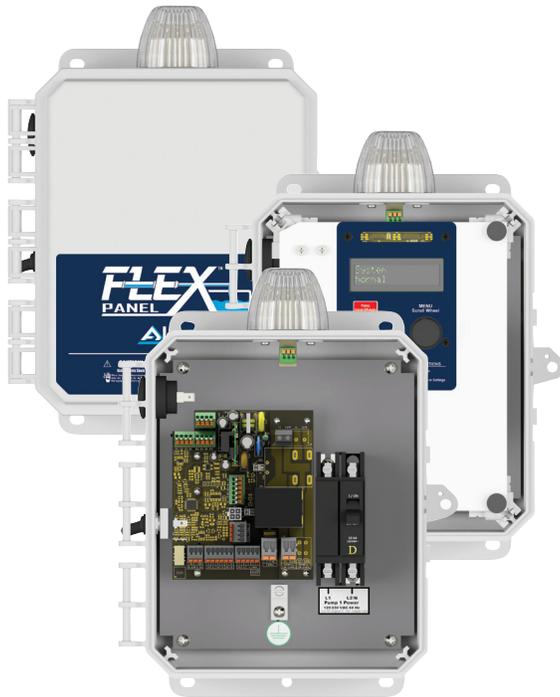


Single Phase Duplex, Type 4X (Indoor/Outdoor)

Model: FLXPO1D230 | 120/240VAC; 1-7A or 7-15A

OPAQUE DOOR, ALARM BEACON, and LOCKABLE LATCH

MARKETING DATA FLIER



## STANDARD FEATURES

- **Type 4X Enclosure, Indoor or Outdoor, Pad-lockable**
  - Enclosure Size 10" x 8" x 4" (inches)
  - Opaque Door, Alarm Beacon with Red Flashing LEDs
  - Inner Door, View OLED Screen with Alarm and Status Indicator LEDs
  - Alarm Buzzer and Alarm Test/Silence Switch
- **Pump Circuit Breakers and Double-Pole Pump Relay Starters**
  - Pump Circuit Breakers for Pump Disconnect
- **Vibrant Multi-Color LEDs (select indicators listed)**
  - Green (normal), Red (alarms), Blue (pump run), and Red/Yellow (error)
- **Automatic Resettable Alarm and Control Fuses**
- **Built-in Printed Circuit Board Surge Protection (conformal coated)**
- **Easily Change Configurations**
  - Demand Dosing, Timed Dosing, Transducer Settings, Enable Pump Exerciser, and Seal Fail Alarm or Pump Shutdown
- **Sensor Options (signaling device)**
  - Field Wire up to (5) Digital Inputs
  - Low Level Alarm and Auxiliary Switch Options
  - Configure 5th Input for a Control Float Switch, Auxiliary Switch, or 4-20mA Submersible Transducer (with 316 stainless steel cable hanger)
- **Statistic Tracking (each pump)**
  - Pump Elapsed Time, Min/Max/Avg Pump Run Times, Pump Cycle Counter, Total Gallons Pumped, High Level Stats, and More
- **Included Auxiliary "Dry" Contacts**
  - General Alarm
  - Configurable Reverse Operated for General Alarm plus Power Loss
- **Hand-Off-Auto (HOA) Pump Selector Switch (each pump)**
  - Off Reminder, Yellow Flashing LEDs and Displays "Pumps Disabled"
  - Configurable Pump Disable
- **Scroll Wheel and Digital Display (password protected settings)**
  - Navigate Menu, Access Statistics Tracking, Configure Settings, and Displays System Information on OLED Screen
- **Exterior Test/Silence Switch**
  - Quick View of Pump and Alarm Stats, Alarm Test, or Silence Buzzer

### Panel Options (customize application)

- Control Circuit Breaker
- Current Sensors (displays and monitors Amps)
- **Vizy.Site™ Remote Monitoring**

ALL PANELS TO INCLUDE THIS OPTION

Scan the QR code in the ordering information section below or check our website configurator for Vizylink™ hardware options.

## ORDERING INFORMATION

Scan the QR code for more information on this product and website includes pricing.



### FLEX™ POWER PAK - SINGLE PHASE | DUPLEX

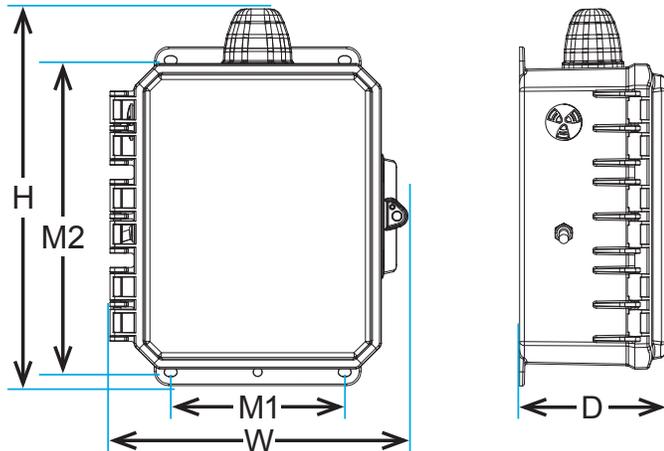
Base Model	Control Panel Description			
FLXPO1D230	FLEX™ Power Pak, Clear Door, Single Phase Duplex, 120/240VAC			
Panel Code	Pump Full Load Amps (FLA)	Control Switch Options	Panel Code	Description (narrow angle models only)
R7	1.0 - 7.0 Amps	Number of Control Switches	+3	(3) Control Switches
R15	7.0 - 15.0 Amps	Float Style	+4	(4) Control Switches
		Activation Type (Pump Down)	AG	Altra™ Gold Series
		Mounting Method (float attachment)	H	High Level, Normally Open
			PS	Pipe Clamp, Stainless Steel
			WC	Cable Weight, Cast Iron
		Cable Length (feet; standard)	WP	Cable Weight, Plastic
			20	20' Cable Length
			30	30' Cable Length
			50	50' Cable Length
			75	75' Cable Length
			100	100' Cable Length

Example: FLXPO1D230R15+4AGHPS20 = FLEX™ Power Pak, Opaque Door, Single Phase Duplex, 120/240VAC, 7-15A, (4) 20' Control Switches, Stainless Steel Pipe Clamps

# FLEX™ Control Panel | PRODUCT DIMENSIONS and REMOTE MONITORING

ITEM NO. 5.

Optionally connected to the Alderon™ cloud based Vizzy.Site™ for alarm and pump tracking statistics



ENCLOSURE SIZE	OVERALL Width (W)	OVERALL Height (H)	OVERALL Depth (D)	MOUNTING Width (M1)	MOUNTING Height (M2)
10 x 8 x 4	10.27	13.69	5.01	6.13	10.75
Enclosure measurements (inches)					

## OPTIONAL - REMOTE MONITORING

### Vizzy.Site™ | 3 WAYS to CONNECT

- 1 WIFI**  
Panel is connected where the WiFi signal is available AT the panel location ~ Panel Code: V1
- 2 ZIGBEE WIRELESS to WIRELESS WIFI**  
Panel is connected up to 1,000 feet (*line of sight*) AWAY FROM where a WiFi signal is available from the panel location ~ Panel Code: V2
- 3 VERIZON CELLULAR**  
Panel is connected as long as a Verizon cellular signal is available at the panel location ~ Panel Code: V3 (USA) and V4 (Canada)



### MONITOR YOUR SYSTEM ANYWHERE with a SMARTPHONE, TABLET, or COMPUTER

When the product is connected to the Alderon™ Vizzy.Site™ cloud for remote monitoring; view product information for the device, configuration, event history, stats, alert rules, and information. Each tab includes additional information and selections to change system settings or view alarm and pump statistics.

Statistic examples include: System Pumping, Pump Run Stats, Pump Auxiliary Cutoff, Pump Overcurrent, Pump Undercurrent, Pump Seal Sensor Alarm, High Water Alarm, and Low Water Alarm (duplex; separate stats per pump).

#### Example:

Pump 1 Overcurrent

PRESS the 'Clear Resettable' button to "reset" statistic to zero.  
NOTE: Lifetime statistic values are NOT resettable

**Alarm Count** Clear Resettable

---

Resettable Value: 0

Lifetime Value: 0

Last Updated: 02/03 09:49:56 AM

**Average Peak Current Observed On Overcurrent Alarm** Clear Resettable

---

Resettable Value: 0 Amps

Lifetime Value: 0 Amps

Last Updated: 02/03 09:49:58 AM

## SUBSCRIPTIONS:

### Options V1 and V2 | WiFi or Zigbee to WiFi

- VIZZY™ FREE - \$0.00 | high or low level alarm monitoring only
- VIZZY™ PRO - \$99.00/YEAR | full system monitoring of alarms and events, pump statistics, and more

### Option V3 (USA) and V4 (Canada) | Cellular

- VIZZY™ PRO - \$299.00/YEAR | full system monitoring of alarms and events, pump statistics, and more

## Trash Capture Device Maintenance Plan for Solana

Project Address and Cross Streets 50 Los Gatos–Saratoga Road

Assessor's Parcel No.: 529-24-001, 529-24-003, 529-24-032

Property Owner: Summerhill 50 LGSR LLC Phone No.: (925) 244-8705

Designated Contact: Jared Brotman Phone No.: (650) 380-4373

Mailing Address: 6101 Bollinger Canyon Road, Suite 425 San Ramon, CA 94583

The property contains trash capture devices in each field inlet and catch basin as shown on Exhibit B. Trash capture device maintenance is also associated with offsite right of way stormwater management infrastructure and basin BR-7.

Onsite TCD Quantity – 18

Offsite TCD Quantity - 3

**I. Routine Maintenance Activities**

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead failure of trash capture insert. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

<b>No.</b>	<b>Maintenance Task</b>	<b>Frequency of Task</b>
1	Remove obstructions, debris and trash from bioretention area.	Bi-Annually, or as needed after storm events.
2	Inspect inserts to ensure that it drains between storms.	Monthly, or as needed after storm events
3	Replace filter medium within trash capture device	Annually or as needed after storm events

**II. Inspections**

The attached Trash Capture Device Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

## Trash Capture Inspection and Maintenance Checklist

Property Address: 50 Los Gatos–Saratoga Road

Property Owner: Summerhill 50 LGSR LLC

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Quarterly  Pre-Wet Season  
 After heavy runoff  End of Wet Season  
 Other: \_\_\_\_\_

Inspector(s): \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Sediment Accumulation	Sediment accumulation is impeding flow of water into inlet or catch basin			Remove accumulated sediment deposits. Replace medium in filter to ensure proper drainage.
2. Standing Water	When water stands the inlet and/or has an excessively slow draw down time.			Remove accumulated sediment and/or trash. There should be no standing water once inflow has ceased
3. Inlet & Outlet	Inlet/outlet areas clogged with sediment and/or debris			Material removed so that there is no clogging or blockage in the inlet and outlet areas.
4. Trash and Debris Accumulation	Trash and debris accumulated in capture device			Trash and debris removed capture device.
5. Miscellaneous	Any condition not covered above that needs attention in order for the trash capture device to function as designed.			Meet the design specifications.

## Storm Drain System Infrastructure Maintenance Plan for Solana

Project Address and Cross Streets 50 Los Gatos–Saratoga Road

Assessor's Parcel No.: 529-24-001, 529-24-003, 529-24-032

Property Owner: Summerhill 50 LGSR LLC Phone No.: (925) 244-8705

Designated Contact: Jared Brotman Phone No.: (650) 380-4373

Mailing Address: 6101 Bollinger Canyon Road, Suite 425 San Ramon, CA 94583

The property as well as Los Gatos Saratoga right of way contains storm drain pipes, manholes, pumps, field inlets, and catch basins as shown on Exhibit B.

**I. Routine Maintenance Activities**

The principal maintenance objective is to prevent sediment buildup and clogging, which may lead to flooding and create hazards. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

<b>No.</b>	<b>Maintenance Task</b>	<b>Frequency of Task</b>
1	Inspect Trash Capture inserts to ensure proper drainage	Monthly As needed after storm events
2	Inspect inside of inlets and manholes to ensure proper drainage. Clean as necessary.	Annually before the rainy season. As needed after storm events.
3	TV inspection of storm drain pipes. Clean as necessary.	Every 10 years

**II.****Inspections**

The attached Storm Drain System Infrastructure Inspection and Maintenance Checklist shall be used to conduct inspections as needed, identify needed maintenance, and record maintenance that is conducted.

### Storm Drain System Infrastructure Inspection and Maintenance Checklist

Property Address: 50 Los Gatos–Saratoga Road

Property Owner: Summerhill 50 LGSR LLC

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection:  Quarterly  Pre-Wet Season

After heavy runoff  End of Wet Season

Inspector(s): \_\_\_\_\_

Other: \_\_\_\_\_

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Sediment Accumulation	Sediment accumulation is impeding flow of water into inlet or catch basin			Remove accumulated sediment deposits. Clean out inlets, manholes or clogged pipes.
2. Standing Water	When water stands in the inlet and/or has an excessively slow draw down time.			Remove accumulated sediment and/or trash. There should be no standing water in the streets once inflow has ceased.
3. Inlet & Outlet	Inlet/outlet areas clogged with sediment and/or debris			Material removed so that there is no clogging or blockage in the inlet and outlet areas.
4. Trash and Debris Accumulation	Trash and debris accumulated in trash capture device			Trash and debris removed from capture device.

S

**Exhibit D**

**ANNUAL REPORT FORM FOR TREATMENT MEASURE OPERATION AND MAINTENANCE INSPECTION CHECKLISTS**

**Treatment Measure Operation and Maintenance Inspection Report to the Town of Los Gatos, Santa Clara County, California**

This report and attached inspection checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the Town and the property owner during the annual reporting period indicated below.

**I. Property Information:**

Property Address or APN:

Property Owner:

**II. Contact Information:**

Name of person to contact regarding this report:

Phone number of contact person:

Email:

Address to which correspondence regarding this report should be directed:

**III. Reporting Period:**

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from January 1, 20-- to December 15, 20--.

**IV. Treatment Measure Information:**

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property

**V. Sediment Management**

The sediment was removed and disposed of as follows: \_\_\_\_\_

**VI. Inspector Information:**

The inspections documented in the attached inspection checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

**VII. Statement of Treatment Measure Condition**

Based on the inspections documented in the attached checklists, is(are) the treatment measure(s) identified in this report present, functional and being maintained as required by the Maintenance Plan? (Check yes or no.)

\_\_\_ YES \_\_\_ NO

**If "NO", describe problem, proposed solution and schedule of correction:**

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**VIII. Certification:**

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

\_\_\_\_\_  
Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company Name

---

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

*Attachments to the  
Treatment Measure Operation  
and Maintenance Inspection Report:  
Completed Inspection Checklists*

**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)

**MULTI USE PATHWAY MAINTENANCE AGREEMENT**

**Solana**

**Los Gatos, CA**

**APN: 529-24-003, 529-24-032 and 529-24-001**

DRAFT

**THIS MULTI USE PATHWAY MAINTENANCE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between SummerHill 50 LGSR LLC, a California limited liability company (“Property Owner”), and the Town of Los Gatos, a municipal corporation (“Town”), with an address of c/o Parks and Public Works Department, 41 Miles Avenue, Los Gatos, California 95030, with reference to the following facts:

- A. Property Owner owns that certain real property located in the Town of Los Gatos, Santa Clara County, California, more particularly described in **Exhibit A** attached hereto and incorporated herein and commonly known as “Solana.”
- B. Property Owner sought approval under Resolution No. \_\_\_\_\_ for the development of 155 residential condominiums, 129 market-rate for sale residential condominiums, and 26 affordable for sale residential condominiums (the “Project”).
- C. As a condition of Project approval, the Town has required Property Owner to construct certain improvements, namely the landscaping, irrigation, street furniture (such as benches), and multi-use path, within that portion of the Project described in **Exhibit B** attached hereto and incorporated herein (the “Pathway Improvements”), which Pathway Improvements have been approved by the Town for the benefit of this Project as well as other property owners in accordance with Condition 58e and the Tentative Map approval dated January 29, 2025.
- D. Pursuant to Condition 58e and the Tentative Map, Property Owner will be installing Pathway Improvements for the benefit of the occupants of the Project and for the benefit of the public.

NOW, THEREFORE, Property Owner enters into this Agreement with the Town. The Property Owner, its successors and assigns, shall have the right and obligation to maintain the private improvements being constructed pursuant to the Tentative Map and Condition 58e in the Project, limited to the landscaping, irrigation, street furniture (such as benches), and multi-use path, depicted on Exhibit B attached hereto and referred to as the Pathway Improvements.

The Property Owner shall be solely responsible for maintaining the Pathway Improvements in a good and safe manner as the Town determines, provided that if the Town or any person acting under the authority of a party damages any Pathway Improvement, the responsible party shall pay all costs to repair or replace the damaged Pathway Improvement to the same or better condition as before the damage occurred. Property Owner shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, volunteers, employees and attorneys from any and all claims, actions, losses, liabilities and costs (including reasonably incurred attorney’s fees) arising out of or connected with, or alleged to arise out of or be connected with, the installation, design or condition of the Pathway Improvements, except for any claims, actions, losses, liabilities and costs proximately caused by the negligence or willful misconduct of the Town, its officers, officials, agents, volunteers, employees or attorneys. This provision is intended to be the dispositive of all rights of indemnity and contribution between the parties regarding the installation, design or condition of the Pathway Improvements, and Property Owner waives and releases any and all rights to indemnity or contribution from the Town, in law or equity, arising out of or connected with any and all claims, actions, losses, liabilities and costs (including reasonably incurred attorney’s fees) to the extent Property Owner is obligated under this paragraph to provide indemnity or defense to the Town, its officers, officials, volunteers, employees or attorneys.

The Property Owner agrees to maintain general liability insurance with a limit of at least \$1,000,000 for damages arising from the installation, design or condition of the Pathway Improvements.

All persons who may have or may acquire an interest in Solana shall be deemed to have notice of, and be bound by, the terms of the Agreement. Notwithstanding the foregoing, individual homebuyers and individual owners of lots or units upon which commercial, retail, office or other uses are constructed shall have none of the maintenance rights and obligations described in this Agreement. Instead, the Property Owner may assign all or any portion of its rights and/or delegate all or any portion of its duties under this Agreement to an owners association (the "Association") without thereby causing a breach or default hereunder. Once this Agreement has been assigned to an Association, the assignor Property Owner automatically shall be released of its obligations and responsibilities that have been assigned hereunder and that accrue or arise after the date of assignment. All Property Owners shall be liable under this Agreement only for defaults committed during the period the Property Owner held title to all or any portion of the Solana project and shall not be liable for any defaults committed by any predecessor or successor Property Owner. If there are multiple Property Owners at any given point in time, each Property Owner shall be jointly and severally liable for the duties contained herein.

No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Solana project. No lender taking title to all or any portion of the Solana project through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of a Property Owner that arise prior to acquisition or possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of SummerHill 50 LGSR LLC or its successors and assigns, which substitute shall be considered for approval by Town pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Solana project of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Property Owner and/or the Solana project given by Town to Property Owner. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

[SIGNATURES ON FOLLOWING PAGE]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PROPERTY OWNER:

**SUMMERHILL 50 LGSR LLC,**  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager  
LLC, a Delaware limited liability  
company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability  
company  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN:

**Town of Los Gatos,**  
a municipal Corporation

By: \_\_\_\_\_  
Chris Constantin  
Its: Town Manager

(Attach Notary Acknowledgment For All Parties)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of )

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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of )

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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**to the**  
**Multi Use Pathway Maintenance Agreement**

**LEGAL DESCRIPTION OF SOLANA PROJECT**

The following described property in the Town of Los Gatos, County of Santa Clara, State of California:

**Tract One:**

**Parcel One:**

**Beginning at a 2" X 3" stake standing on the Northwesterly line of Bella Vista Avenue, at the most Easterly corner of that 18.36 acre tract deeded to Salvatore DI Fiore and Maria DI Fiore, his wife, by deed dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530, in the Office of the County Recorder of Santa Clara County, California, from which stake the most Easterly corner of the Bartlett subdivision, as said subdivision is shown in Book "N" of Maps, Page 7, in the Office of the County Recorder of Santa Clara County, California, bears S. 63° 25' E. 332.42 feet; Running thence along the Northeasterly line of the aforementioned 18.36 acre tract N. 63° 25' W. 100 feet to a stake marked "G"; thence on a line parallel with the Northwesterly line of Bella Vista Avenue, S. 33° 30' W. 125 feet to a stake marked "H", thence S. 63° 25' E. 100 feet to a stake standing on the Northwesterly line of Bella Vista Avenue; thence along the Northwesterly line of Bella Vista Avenue, N. 33° 30' E. 125 feet to the Place of Beginning, and being a portion of RANCHO RINCONADA DE LOS GATOS.**

**Parcel Two:**

**Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed to State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and South 80° 36' East 173.48 feet to the true Point of Beginning; thence continuing along the said parcel conveyed to the State of California secondly above referred to, South 76° 00' 20" East 60.65 feet; thence leaving said line South 22° 25' 07" West 137.84 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; thence along said last named line North 63° 38' West 60.14 feet; thence North 22° 25' 07" East 124.81 feet to the true Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.**

**Parcel Three:**

**Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land to the State of California and along the Southwesterly line of that certain parcel of land conveyed to the State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and**

South 80° 36' East 173.48 feet; thence leaving said Southwesterly line South 22° 25'07" West 124.81 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; thence along said last named line North 63° 38' West 234.13 feet to the most Westerly corner of said lands of Lepetich; thence along the Northwesterly line of said lands, North 33° 24'30" East 60.94 feet to the Point of Beginning, and being a portion of the RANCHO RINCONADA DE LOS GATOS.

EXCEPTING FROM Parcels Two and Three above all that portion thereof conveyed to the town Of Los Gatos by deed recorded July 27, 1962 in Book 5662 of Official Records, Page 584, executed by Joseph Moucressey, and being more particularly described as follows:

Beginning at the most Westerly corner of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, as to the State of California, by deed recorded March 17, 1955, in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, to the State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet; thence South 80° 36' East 173.48 feet; thence South 76° 00' 20" East 60.65 feet; thence leaving said Southwesterly line, South 22° 25' 07" West 10.00 feet; thence North 77° 45' 26" West 286.93 feet; thence North 33° 24' 30" East 3.00 feet to the Point of Beginning.

**Parcel Four:**

Beginning at the point of intersection of the Northwesterly line of Bella Vista Avenue, with the Northeasterly line of that certain parcel of land described in the deed to Ignazio Prestigiacom, et ux, recorded December 1, 1958 in Book 4244 of Official Records, Page 730; thence along the Northeasterly and Northwesterly lines of said Prestigiacom parcel of land, the following courses and distances, to wit: N. 57° 27' 18" W. 84.30 feet and S. 37° 59' 10" W. 73.81 feet to a point on the Southwesterly line of that certain 18.36 acre parcel of land described in the deed to Salvatore DI Fioro, et ux, dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530; thence along said Southwesterly line N. 57° 23' 10" W. 942 feet, more or less, to the point of intersection thereof with the Southerly line of that certain parcel of land condemned to the State of California and described in that certain final order of condemnation, a certified copy of which was filed for record in the Office of the Recorder, County of Santa Clara, State of California on March 8, 1955 in Book 3108 of Official Records, Page 322; thence along said Southerly line the following courses and distances, to wit: N. 89° 14' 29" E. 45.20 feet, N. 85° 17' 24" E. 66.60 feet, N. 87° 07' 42" E. 88.75 feet, N. 61° 15' 46" E. 206.87 feet, N. 78° 26' 24" E. 76.12 feet, and S. 77° 40' 36" E. 43.11 feet to a point at the most Westerly corner of that certain parcel of land conveyed to State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, said point being the northernmost corner of that certain parcel of land described as Parcel Two in that certain deed of trust executed by Joseph Moucressey, et ux, as trustor, to city title insurance company, as trustee, recorded March 16, 1959 in Book 4353 of Official Records, Page 488; thence along the Northwesterly line of said Parcel Two, S. 33° 24' 30" W. 60.94 feet to the point of intersection thereof with the Northwesterly line of that certain 18.36 acre parcel of land hereinabove referred to; thence along said Northeasterly line, S. 64° 09' 03" E. 577.23 feet to the point of intersection thereof with the Northwesterly line of that certain parcel of land described in the deed to Margaret M. Anderson, recorded March 4, 1924 in Book 74 of Official Records, Page 234; thence along the Northwesterly and Southwesterly

lines of said anderson parcel of Land, S. 33° 07' 22" W. 125 feet and S. 63° 09' 04" E. 100 feet to a point on the said Northwesterly line of Bella Vista Avenue; thence along said last named line, S. 33° 07' 22" W. 148.37 feet and S. 14° 29' 52" W. 45.87 feet to the Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.

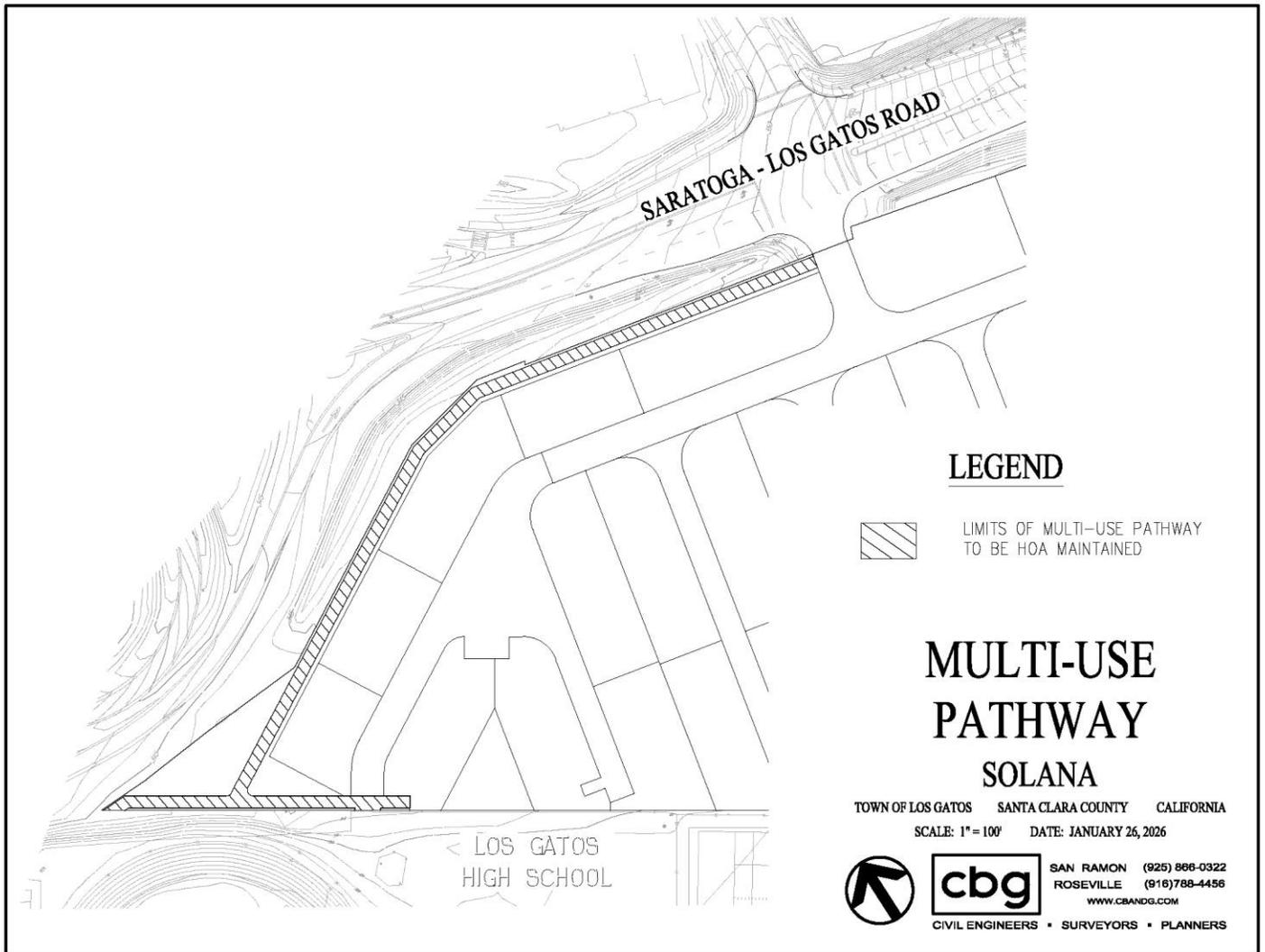
**Tract Two:**

Beginning at the intersection of the Northwesterly line of Bella Vista Avenue, 50.00 feet in width, with the Southwesterly line of that certain parcel of land described in the deed from H.O. Davis, et ux, to Milton K. Lepetich and Tom Lepetich, dated April 28, 1923, recorded in the Office of the Recorder of the County of Santa Clara, State of California on April 30, 1924 in Book 20 of Official Records, at Page 507; thence from said Point of Beginning and along the Southwesterly line of said land deeded to Milton K. Lepetich and Tom Lepetich, N. 63° 38' W. 370.00 feet, more or less, to the Southeasterly corner of Parcel One, as described in the deed from Milton K. Lepetich, et ux, to Joseph Moucressey, et ux, dated November 04, 1957, recorded November 05, 1957 in Book 3930 of Official Records, at Page 572, Santa Clara County Records; thence along the Southeasterly line of said Parcel One; N. 22°25' 07" E. 137.84 feet to the Northeasterly corner thereof, on the Southwesterly line of that certain 1.796 acre parcel of land, as described in the deed from Milton K. Lepetich, et ux, to the State of California, dated April 05, 1956 and recorded May 21, 1956 in Book 3500 of Official Records, at Page 577, Santa Clara County Records; thence along the Southwesterly line of said 1.796 acre parcel of land, S. 75° 36' 16" E. 300.34 feet and S. 70° 28' 01" E. 73.56 feet to the Southeasterly corner thereof, on the Northwesterly line of said Bella Vista avenue, also being a point on a Southeasterly line of said land deeded to Milton K. Lepetich and Tom Lepetich, first above referred to; thence along the general Southeasterly boundary line of said land deeded to Milton K. and Tom Lepetich, the two following courses and distances; S. 33° 25' W. 115.93 feet to a 2 X 3 inch post marked 4; thence S. 63° 38' E. 22.49 feet to the intersection of said general Southeasterly boundary line, with the Northwesterly line of said general Southeasterly boundary line, with the Northwesterly line of said Bella Vista avenue; thence Southerly and Southwesterly along the Northwesterly line of Bella Vista Avenue, to the Point of Beginning.

**EXHIBIT B**  
**to the**  
**Multi Use Pathway Maintenance Agreement**

**DESCRIPTION OF THE PATHWAY IMPROVEMENTS**

Those certain Pathway Improvements located within the public access easement (PAE) lying within Parcel G of Tract Map 10657 filed on \_\_\_\_\_, 2026 at \_\_\_\_\_, in Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ through \_\_\_\_\_, Santa Clara County Records.





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 6.

ITEM NO: 6

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DATE: March 17, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Approve the 2026 Community Health and Senior Services (CHSSC) Work Plan**

RECOMMENDATION: Approve the 2026 CHSSC work plan.

FISCAL IMPACT:

There is an approximately \$30-\$50 registration cost for the CHSSC to participate in the 55+ Resource Fair hosted by Los Gatos Saratoga Recreation. This cost will be covered by the Town Manager's Office budget and no budget adjustment is needed at this time.

STRATEGIC PRIORITY:

This item pertains to the following Strategic Priority: Continue to engage community service providers to meet the needs of older adults. (Goal: Civic Engagement). It also pertains to the Core Goal of Good Governance.

BACKGROUND:

In order to provide Town Commissions/Committees/Boards (Commissions) clarity from the Town Council regarding their work, staff recommends the Town Council review and approve each Commission's work plan for the year. This will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for the Commission's projects in 2026.

Certain Commissions are exempt from this process due to their specific functions. The exempt Commissions have items presented to them for consideration rather than the Commissions creating their own work plans.

PREPARED BY: Jen Fosco  
Senior Services Coordinator

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

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PAGE 2 OF 2

SUBJECT: CHSSC Work Plan

DATE: March 17, 2026

These exempt Commissions include the Planning Commission, General Plan Committee, Historic Preservation Committee, and Personnel Board.

DISCUSSION:

Work plans are drafted by the Commission's staff liaison, taking workload, time commitment, and alignment with Council priorities into consideration. The draft work plans are then reviewed by the Commission.

The CHSSC 2026 Work Plan was discussed by the Commission on January 22, 2026, and February 26, 2026. At the February meeting, the Commission discussed and recommended the following edits to the draft 2026 CHSSC work plan:

- Label work plan categories to align with the original Senior Services Roadmap goal areas, with the ability to add a note to relabel Goal 7 as Collaboration and Coordination.
- Under Goal 1: Appealing and Inviting Facility, add:
  - Discuss ways to maintain the existing Adult Recreation Center (ARC) as a warm and inviting facility.
  - Continue to stay informed on the Los Gatos Thrives Foundation.
- Pull out Community Health items into their own section.
- Adding social media resources under the Communication and Engagement item ii.

With those changes, the Commission unanimously recommended the work plan for Council approval. Staff is amenable to the changes requested by the CHSSC and have incorporated them in the proposed work plan, along with minor clarifying edits (Attachment 1).

CONCLUSION:

Staff recommends the Council approve the 2026 work plan as recommended by the Town's Community Health and Senior Services Commission in Attachment 1. The addition of more items to this work plan would impact staff capacity and is not recommended for the 2026 calendar year.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Proposed 2026 CHSSC Work Plan

### Proposed 2026 CHSSC Work Plan

- I. During 2026, the Community Health and Senior Services Commission (CHSSC) will continue to monitor and support community health and senior services in the Los Gatos community with focus on the following areas (No additional staff time or cost is required unless specifically stated **in bold**.):
- a. Goal 1: Appealing and Inviting Facility:
    - i. Discuss ways to maintain the existing Adult Recreation Center (ARC) as a warm and inviting facility.
    - ii. Continue to stay informed on the Los Gatos Thrives Foundation.
  - b. Goal 2: Core Senior Services:
    - i. Continue to stay informed about senior services that are available in the community and provide any recommendations. Focus will be on the following service providers:
      1. LGS Recreation (LGSR) 55+ Program
      2. West Valley Community Services (WVCS)
      3. Jewish Family Services (JFS)
      4. Live Oak Nutrition Program
      5. Live Oak Adult Day Services
      6. LG Library
      7. LG Thrives
      8. CADRE
      9. Other
    - ii. Participate in the West Valley Service Providers Network meetings. (Intended for information gathering and any comments made should not be on behalf of the Town or Commission.)
  - c. Goal 3: Communication and Engagement:
    - i. Share the [55+ program](#) and [The HUB](#) with services providers and the community, including identifying additional resources and/or suggesting edits for The HUB.
    - ii. Continue to track other communication resources focused on seniors.
      1. The Print (55+Program)
      2. West Valley Senior Pathways Program
      3. Outlook
      4. [SCC Department of Aging and Adult Services Newsletter](#)
      5. Los Gatan
      6. Los Gatos Living Magazine
      7. Social Media Resources
    - iii. Increase community awareness of the [Senior Guided Pathways Program at West Valley College](#).
  - d. Goal 4: Volunteer Support and Engagement:
    - i. Research ways to bridge the gap between service organizations seeking volunteers and older adults looking to volunteer.
    - ii. Attend the 55+ resource fair for older adults. **(The Town will cover nominal cost for the booth.)**
  - e. Goal 5: Transportation for Older Adults:
    - i. Continue attending Complete Streets and Transportation Commission meetings. (Intended for information gathering and any comments made

- should not be on behalf of the Town or Commission.)
- ii. Continue to stay informed on transportation options for older adults including:
    1. VTA Taste and Ride Program
    2. RYDE program
    3. VTA Mobility Assistance & VTA Access Programs
    4. Heart of the Valley Transportation Program
- f. Goal 6: Senior Housing:
- i. Read the Housing Element and the Senior Housing Resource program therein.
  - ii. Research housing options and programs that support aging in place.
- g. Goal 7: Integrated Governance, Funding & Accountability for Senior Services – Relabeled Collaboration and Coordination:
- i. Appoint two Commissioners to be on the Community Grant rater panel.
  - ii. Research best practices on general measurement guidelines for grant recipients and provide any recommendations.
  - iii. Appoint a Commissioner to the DEI Commission.
  - iv. Provide input on the content of the Town’s annual Service Provider Survey and provide feedback on the data collected to help guide support efforts and provide any recommendations.
- f. Community Health:
- i. Research and monitor local health and behavioral health services.
    1. Monitoring or attending Santa Clara County Behavioral Health Services meetings and sharing pertinent information with the CHSSC/Town. (Intended for information gathering and any comments made should not be on behalf of the Town or Commission.)
    2. Continue to stay informed about mental health services, such as Counseling and Support Services for Youth (CASSY).
  - ii. If available, provide feedback on the distribution of opioid settlement funding for Council’s consideration once the item has been prepared by staff, which will likely be late 2026 or 2027. **(Staff are available for one meeting.)**



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 7.

ITEM NO: 7

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DATE: March 17, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt a Resolution Confirming Action Only Minutes and Modifying the Minute Format**

RECOMMENDATION: Adopt a resolution confirming the use of action-only minutes and modifying the current practice for public comment documentation.

FISCAL IMPACT:

Adopting the proposed resolution is expected to reduce staff time required for preparation and management review of meeting minutes and allow for a more efficient allocation of Town resources. However, there would be no direct budgetary cost associated, as the hours of work saved would be reprioritized to other tasks, improving productivity.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Good Governance.

BACKGROUND:

Council has periodically reviewed the Town’s meeting minute format, including in 2001, 2007, 2013, and 2022. Prior direction in 2001 established the use of “action-only” minutes and formalized this action by adopting Resolution 2001-104, which directed the use of “action-only” minutes with brief summaries of speakers’ comments during public hearing items only. Over time, current practice expanded to include summaries of all public comments and discussions, exceeding the original intent.

On March 3, 2026, the Town Council discussed the minute format and unanimously voted to reaffirm the use of action-only minutes and to direct staff to modify the current format.

PREPARED BY: Wendy Wood  
Town Clerk

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

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SUBJECT: Recommendation Regarding Meeting Minutes Format

DATE: March 3, 2026

DISCUSSION:

To formalize the Town Council's direction, staff has prepared a draft resolution (Attachment 1). The proposed resolution would rescind Resolution 2001-104 and reconfirm the use of action-only minutes for all Town meetings, ensuring that the official record focuses on formal actions, votes, and Council direction. It would also clarify that for all Town meetings, public comments are to be documented by identifying speakers only, without summarizing their remarks, consistent with Council's direction at the March 3, 2026, meeting.

Additionally, the resolution includes the Council's direction that minutes for Council and Planning Commission meetings will include meeting video time stamps for action item motions to provide a clear reference to the video. It is also noted that for non-action meetings, such as study sessions, the Council may direct staff to use an additional format, including summary minutes, Frequently Asked Questions (FAQs), or verbatim records. This approach provides the Council with flexibility to require a more detailed record while still maintaining consistency and the overall efficiency, clarity, and transparency of the Town's minute practices.

By adopting this resolution, the Town will maintain transparency through publicly available recordings, reduce staff time spent preparing and reviewing minutes, and provide a consistent, efficient record of all Town actions. Council would retain discretion to direct more detailed or verbatim minutes for specific meetings or agenda items when necessary.

CONCLUSION:

Adopting the draft resolution will rescind Resolution 2001-104 and memorialize the Town Council's March 3, 2026, direction regarding the Town's meeting minute format.

COORDINATION:

This recommendation was discussed by the Council Policy Committee in coordination with the Town Manager's Office and the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution 2001-104

**RESOLUTION 2026-xx****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS RESCINDING RESOLUTION 2001-104, RECONFIRMING ACTION-ONLY MINUTES FOR ALL TOWN MEETINGS, AND CLARIFYING MINUTE FORMAT PRACTICES**

**WHEREAS**, Resolution 2001-104 directed that “action-only” minutes were the preferred form for recording regularly scheduled Los Gatos Town Council meetings and that brief summaries of speakers’ comments during public hearings would continue to be provided; and

**WHEREAS**, over time, the Town’s practice of recording minutes evolved to include summaries of public comments for all agenda items and Verbal Communication, exceeding the original intent of Resolution 2001-104; and

**WHEREAS**, on March 3, 2026, the Town Council reviewed the current minute format and directed staff to continue action-only minutes for all Town meetings subject to the Brown Act to document the formal actions taken during those meetings; and

**WHEREAS**, the Council clarified that public comments for both agenda items and Verbal Communication shall be documented by identifying the speaker only, without summarizing the content of their remarks; and

**WHEREAS**, the Council further directed that for Town Council and Planning Commission meetings, action item motions shall include a time stamp in the minutes corresponding to the point in the video recording where the motion occurred; and

**WHEREAS**, the Council also provided that for non-action meetings, such as study sessions, the Council may, by majority vote, direct the use of an alternative format, including summary minutes, verbatim minutes, or Frequently Asked Questions (FAQs), as deemed appropriate; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

1. Resolution 2001-104 is hereby rescinded in its entirety.
2. The Town shall maintain action-only minutes for all Town meetings subject to the Brown Act to document the formal actions taken at such meetings.
3. Public comments made at all Town meetings subject to the Brown Act during an agenda item or Verbal Communication, shall be documented by identifying the speaker only, without summarizing the content of their remarks.
4. For Town Council and Planning Commission meetings, the minutes shall include a time stamp for each action item motion that is moved and seconded, identifying the point in the video recording at which the motion occurs.

- 5. For non-action meetings, such as study sessions, the Town Council may, by majority vote, direct the use of an additional format, including summary minutes, verbatim minutes, or Frequently Asked Questions (FAQs).

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 17<sup>th</sup> of March 2026, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR  
LOS GATOS, CALIFORNIA

ATTEST:

\_\_\_\_\_  
TOWN CLERK  
LOS GATOS, CALIFORNIA



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/17/2026

ITEM NO. 8.

ITEM NO: 8

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DATE: March 17, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Review and Provide Input on a Comprehensive Framework and Workplan for the Town’s Multi-Year Capital Improvement Program**

RECOMMENDATION: Receive a report on the workplan to develop a multi-year Capital Improvement Program; and provide input on the workplan and elements of the Capital Improvement Program.

FISCAL IMPACT:

The subject of this staff report has no immediate fiscal impact. The body of work outlined in this report will lead to the development of a fully funded five-year Capital Improvement Program budget for the Town.

STRATEGIC PRIORITY:

Refinement of the Town’s five-year Capital Improvement Program supports the Strategic Priority of Fiscal Stability.

DISCUSSION:

On March 9, 2026, the Town of Los Gatos Finance Commission (Commission) received the attached report. The Commission asked questions of staff and discussed the topic. The Commission was concerned about the schedule presented in Table 2 of the staff report that suggests a multi-year financial strategy and financial impact analysis would not be complete until FY31. The Commission made the following motion: *“Given the current staffing levels of the Town the Commission recommends that Council consider hiring an full-time equivalent (FTE) or*

PREPARED BY: Nicolle Burnham  
Parks and Public Works Director

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

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SUBJECT: Review and Provide Input on the CIP Workplan

DATE: March 17, 2026

*consultant to help with data management and project management for this project and move forward quickly with the purchase of project management software.”* The Commission supported that motion 4-0 with Vice-Chair Fischer being absent.

The Finance Commission staff report is being presented to the Town Council for their consideration, discussion, and feedback to staff.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Staff Report to Finance Commission dated March 9, 2026
2. Presentation Materials to be Presented to Council on March 17, 2026



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

MEETING DATE: 03/09/2026

ITEM NO: 6

ITEM NO. 8.

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DATE: March 9, 2025  
TO: Finance Commission  
FROM: Chris Constantin, Town Manager  
SUBJECT: Review and Input on a Comprehensive Framework and Workplan for the Town's Multi-Year Capital Improvement Program

**RECOMMENDATION:**

Receive a report on the workplan to develop a multi-year Capital Improvement Program that identifies current and future capital needs, determines the funding levels required to support those needs, and provides a comprehensive approach to capital planning.

Provide input on the workplan and elements of the Capital Improvement Program.

**BACKGROUND:**

The Town Council of Los Gatos annually adopts a Five-Year Capital Improvement Program (CIP) as part of the budget process. The adopted Fiscal Year (FY) 2025-26 – 2029-30 CIP identifies projects valued at \$25,000 or more with a minimum useful life of five years. The current five-year CIP totals approximately \$40.1 million over the planning horizon. Only the first year of the program is formally appropriated, with years two through five serving as planning estimates subject to available resources.

The CIP is organized into three primary program areas: Streets; Parks and Trails; and Public Facilities. As discussed later in this staff report, the Town will be adding overarching categories along with other elements to the CIP in the upcoming and future years to align with the Government Finance Officers Association (GFOA), best practices for multi-year capital planning.

For FY 2025-26, approximately 88 percent of total capital funding is allocated to the Streets Program, reflecting a Council priority to maintain core infrastructure. Of the Streets Program funding, 28% is allocated to stormwater projects from sources that are 100% restricted to stormwater related projects; and 21 percent (21%) is allocated to the Annual Street Repair and

**PREPARED BY:** Nicolle Burnham / Kristina Alfaro  
Parks and Public Works Director / Administrative Services Director

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

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SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

DATE: March 9, 2026

Resurfacing Project and the Annual Curb Gutter Sidewalk Project with 68% of the funding for these annual street projects coming from sources that are restricted for use on roadways only. Of the 32% of funding for that comes to the Annual Street Repair and Resurfacing Project and the Annual Curb Gutter Sidewalk Project from GFAR, the sources are 2010 Measure B funds, 2016 Measure B funds, and an impact fee paid by the Town's waste hauling contractor. In other words, there is no funding in these projects that is from the general fund or that can be rededicated to non-roadway work.

The CIP further acknowledges that the Town continues to face challenges in securing reliable ongoing revenue for capital improvements, and that a significant portion of the five-year program relies on one-time funding sources such as the General Fund Appropriated Reserve (GFAR), grants, and other special funds.

Project planning for the CIP has historically been based on needs identified by staff without a transparent method for defining project priorities. Three years ago, staff identified the need to develop a more comprehensive approach to CIP planning and began to develop a comprehensive list of projects for streets and parks based on known needs and on planning documents that were adopted by Town Council (e.g., General Plan 2040, the Bicycle and Pedestrian Master Plan, Pavement Maintenance Program, Stormwater Needs Assessment, Facilities Condition Assessments, ADA Transition Plan, and Local Road Safety Plan). Staff also developed a consolidated list of building needs from preliminary condition assessments that were completed in 2022. These actions are a rudimentary start to what will become a robust asset management and capital planning process.

In 2014, the International Organization for Standardization (ISO) published its ISO 5500X series to provide guidance for developing and implementing asset management programs across various industries. The American Public Works Association and other related international organizations, such as the Institute of Public Works Engineering Australasia (IPWEA), have also published guidance specifically related to asset management for public infrastructure. Recent studies and guidance documents from both organizations date to the late 2010's or early 2020's. These best practices will inform the improvements to the CIP planning process, with the CIP based on best practices as recommended by the GFOA.

#### DISCUSSION:

##### *GFOA Best Practices and Changes to the CIP*

Table 2 is a summary of GFOA Best Practices, the Town's status in meeting the criteria, and estimated completion dates to implement the best practices.

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

DATE: March 9, 2026

<b>Table 2. GFOA Best Practices for CIP</b>			
<b>CIP Framework</b>	<b>Description</b>	<b>Current Status</b>	<b>Estimated Completion</b>
1. Defined Planning Horizon	Plan over a <b>multi-year period</b> , typically <b>at least 3 years</b> , ideally <b>5 to 25 years</b> , to support long-term infrastructure and asset management	Complete, the Town's CIP spans a five-year horizon with funding being budgeted only for year one of the CIP.	NA
2. Needs Identification	<ul style="list-style-type: none"> <li>• <b>Inventory capital assets</b> (facilities, infrastructure, equipment, and software) and define their <b>life-cycle stages</b></li> <li>• Use strategic frameworks, facility/master/regional plans, and demographic projections to pinpoint current and future service needs</li> </ul>	In progress, Town will be updating categories.	FY29 CIP
3. Scope and Cost Estimation	<ul style="list-style-type: none"> <li>• For each project, specify the <b>scope and complete cost</b> (including procurement, design, and construction)</li> <li>• Capture <b>life-cycle costs</b>: operating, maintenance, administration, renewal/replacement</li> </ul>	In progress, currently we identify the scope and costs for the actual project. We still need to include lifecycle costs associations.	FY31CIP
4. Financial Impact Analysis	<ul style="list-style-type: none"> <li>• Quantify <b>total capital and life-cycle costs</b>, including future operating and maintenance impacts on the annual budget</li> </ul>	In progress, see comment above.	FY31

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

DATE: March 9, 2026

<b>Table 2. GFOA Best Practices for CIP</b>			
<b>CIP Framework</b>	<b>Description</b>	<b>Current Status</b>	<b>Estimated Completion</b>
5. Prioritization Framework	<ul style="list-style-type: none"> <li>• Implement priority <b>ordering</b> based on:               <ul style="list-style-type: none"> <li>- Health and safety risks</li> <li>- Service delivery or asset preservation</li> <li>- Financial return or revenue potential</li> <li>- Regulatory/legal requirements</li> <li>- Incorporate transparency in ranking decisions</li> </ul> </li> </ul>	In progress, this is already done informally but needs to be discussed and coordinated.	FY27
6. Multi-Year Financial Strategy	<ul style="list-style-type: none"> <li>• Build a <b>comprehensive funding plan</b> spanning the CIP horizon, using:               <ul style="list-style-type: none"> <li>- Pay-as-you-go, debt, reserve funds, grants, dedicated taxes, etc.</li> <li>- Align financing methods with project timing and maintain overall fiscal health</li> </ul> </li> </ul>	Not started	FY31
7. Capital Policies & Governance	<ul style="list-style-type: none"> <li>• Establish <b>capital planning policies</b> to define:               <ul style="list-style-type: none"> <li>- What qualifies as a capital project</li> <li>- Stakeholder roles and responsibilities</li> <li>- Debt vs. pay-go approaches</li> <li>- Reserve requirements</li> <li>- Monitoring, legal, and multi-year obligations</li> </ul> </li> </ul>	Not started	FY27
8. Asset Management Coordination	<ul style="list-style-type: none"> <li>• Integrate CIP with <b>asset management</b>, including:               <ul style="list-style-type: none"> <li>- Condition assessment</li> <li>- Service reliability metrics</li> <li>- Defined renewal and replacement thresholds</li> </ul> </li> </ul>	In progress	FY29

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

DATE: March 9, 2026

<b>Table 2. GFOA Best Practices for CIP</b>			
<b>CIP Framework</b>	<b>Description</b>	<b>Current Status</b>	<b>Estimated Completion</b>
9. Communications Strategy	<ul style="list-style-type: none"> <li>Share the plan via clear messaging to internal and external stakeholders—public meetings, online tools, reports—to ensure <b>transparency and engagement</b></li> </ul>	Not started	FY27
10. Monitoring & Annual Updates	<ul style="list-style-type: none"> <li>Continuously <b>monitor project delivery</b>, budgets, and timelines.</li> <li>Revisit and <b>update the CIP annually</b> to reflect completed, delayed, or new priorities</li> </ul>	Ongoing. System will be updated, revised, and made more robust as part of the overall CIP effort, including implementing project management software.	FY28

*Work Plan for Developing and Updating the CIP*

In alignment with best practices number two listed above, Table 3 is an updated Needs Identification structure that adds a new broader category to identify CIP projects but retains prior needs categories as a subcategory. In performing this work, staff is evaluating the procurement of project management software to improve project scoping and tracking of project budget and schedule.

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

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**Table 3. Categories for Need Identification of CIP Projects**

Categories	Lifecycle	Perpetual	Repair / Replace / Rebuild	New
Definition	Planned, periodic investments made to maintain an asset in good working conditions throughout its expected useful life. These projects are based on predictable maintenance cycles and prevent premature asset failure. They do not significantly change the asset's function, capacity, or footprint.	Projects are ongoing, continuous capital investments that occur every year and do not have a defined start or end point. These projects are typically system-wide or programmatic in nature, addressing recurring needs to keep infrastructure operational, compliant, or up to standard.	These projects address the rehabilitation, repair, replacement, or complete reconstruction of existing assets that have deteriorated, reached the end of their useful life, or require significant upgrades. They restore existing capacity and function but do not typically expand the system.	New projects create brand new assets or expand the capacity, service area, or functionality of existing assets. These projects add to the City's overall capital inventory and often address growth, service enhancements, or new community priorities.
Example of Project Type	<ul style="list-style-type: none"> <li>• Scheduled HVAC system component replacements in Town Hall</li> <li>• Interior /exterior repainting of facilities on a recurring schedule</li> <li>• Asphalt slurry seals or crack sealing on local streets</li> <li>• Replacement of playground surfacing as part of routine safety maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Citywide sidewalk maintenance and trip-hazard mitigation</li> <li>• Annual storm drain system cleaning and catch basin repair program</li> <li>• Ongoing IT network infrastructure updates and system hardening</li> <li>• Routine street sign replacement and traffic striping program</li> </ul>	<ul style="list-style-type: none"> <li>• Full roadway reconstruction of a deteriorated arterial street</li> <li>• Replacement of a failing sewer main</li> <li>• Roof replacement for an aging community center</li> <li>• Structural repair or rebuild of a damaged pedestrian bridge</li> </ul>	<ul style="list-style-type: none"> <li>• Construction of a new police station</li> <li>• Building a new neighborhood park</li> <li>• Installation of new traffic signals at previously uncontrolled intersections</li> <li>• Adding solar power infrastructure at municipal facilities</li> </ul>
Subcategories	Streets; Parks and Trails; and Public Facilities and Software			

In alignment with best practice number eight in Table 2, the Parks and Public Works department is developing an asset management program for the Town of Los Gatos that will provide for more effective management of existing assets and associated costs, define preventive maintenance requirements versus capital needs, and provide cost projections for maintenance and capital work for existing assets. The Parks and Public Works Department has rearranged its staffing model to dedicate a staff member to asset management for approximately 60% of their time. A detailed implementation framework for developing the asset management program is in development.

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

DATE: March 9, 2026

The general framework for this work will be as follows:

1. Define asset classes to be managed;
2. Set service levels for each asset (based on usage, warranty periods, and regulatory standards);
3. Collect asset data (Type of asset, geolocation, construction year, current condition, and replacement cost);
4. Define the risk level associated with the failure of each asset class;
5. Document required preventive maintenance measures, including the expected service life and operational expectations (e.g., key performance indicators) for each asset or asset class. This includes determining what is mandatory vs non-mandatory (can be deferred with limited risk) and defining subcategories of maintenance:
  - a. Corrective Maintenance. Repairs to restore function after a failure.
  - b. Predictive Maintenance. Using data analysis to predict and prevent failures.
  - c. Preventive Maintenance. Finding and fixing small issues before they're allowed to get worse.
  - d. Deferred Maintenance. Postponing maintenance activities due to budget or resource constraints. Learn more in this guide.
  - e. Condition-Based Maintenance. Performing maintenance based on the actual condition of equipment, not on a set schedule.
  - f. Emergency Maintenance. Unplanned repairs in response to urgent issues.
6. Develop a capital improvement strategy for existing assets;
7. Develop cost projections for each asset; and
8. Operationalize an Asset Management Plan.

The Town has used a work order management system for public works since the early 2000's. Some asset classes are fully built out in that system, while others are either partially defined or not defined at all. Vehicles, benches, and storm drainage assets are currently the most complete.

Examples of asset classes that will be incorporated (Step 1 in the above outline of steps) in the asset management system are shown in Table 4. This list will continue to be built out by staff as the asset management system is developed and may not currently represent all of the asset classes owned by the Town.

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

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**Table 4. Preliminary List of Town of Los Gatos Asset Classes and Categories**

<b>Subcategory</b>	<b>Lifecycle</b>	<b>Perpetual</b>	<b>Repair / Replace / Rebuild</b>
<b>Buildings</b>	HVAC	Structural Elements	Water Supply systems – backflow valves, piping, etc.
	Roofing		Sewer System pumps and pipes
	Interior Plumbing		Lighting
	On-Site Electric Generation		
	Electrical Systems		
<b>Roads</b>	Signage	Asphalt	Storm Drainage (Inlets, Piping, Treatment)
	Guardrails	Sidewalks / Handicap Ramps	Bridges and Culverts
	Retaining Walls	Parking Lots	
	Street Lights	Street Trees	
	Traffic Signals		
	Curb Markings		
	Striping and painting (centerlines, fog lines, bike lanes, etc.)		
<b>Parks</b>	Tables	Trees	Playground Equipment
	Benches	Pathways	
	Irrigation	Creek Trail	Landscaping
	Artificial Turf	Open Space Trails	
	Playground Safety Surfacing		
<b>Fleet</b>	Trucks and Maintenance Vehicles		
	Administrative Vehicles		
	Police Patrol Cars		
	Police Administrative Vehicles		
	Police Motorcycles and Bicycles		
	Generators		
	Small Equipment		
	Fuel Pumps		

SUBJECT: Receive a Report Regarding Capital Improvement Program Planning

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Staff will develop a priority order for the build-out of assets in the system and expect the task of data collection for all assets to require three to four years. Consideration will be given to consulting services and/or technology solutions (e.g., artificial intelligence, vehicle mounted cameras, etc.) to accelerate this work. Town vehicles and generators are generally already in the asset management system and so will be prioritized in spring and summer 2026. Buildings, facilities, and associated assets will be the second set of data developed in the asset management system.

As the asset management system is built out, staff will begin using it to recommend projects for the CIP. Projects will be categorized based on priority, funding availability, and staff delivery capacity. Over time, this information will be used to present a consolidated five-year lifecycle funding sufficiency comparison, aligning estimated infrastructure needs, programmed capital expenditures, and projected funding capacity.

Enhancements to the existing framework may include:

1. Five-Year Funding Sufficiency Analysis
2. Formal Asset Lifecycle Integration
3. Capital Sustainability Metrics
4. Alignment with Reserve Policy

COORDINATION:

This staff report was coordinated with the Town Manager's office and the Administrative Services Department.

# Framework for Future Capital Improvement Program

Presented To: Town Council  
March 17, 2026

## TONIGHT'S GOAL

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Receive a report on the framework and provide input on:

- 1) Staff approach to GFOA Best Practices for CIP
- 2) Preliminary Framework for Developing and Updating the CIP

## BACKGROUND

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- Currently Year 1 of the CIP is Appropriated
- Years 2 through 5 Expenses and Revenue are Estimated
- Current CIP Funding is Heavily Legally Restricted, with Most Dedicated Funding Directed to Streets
- Current CIP Lacks Dedicated Revenue Sources
- Tonight's Item Marks the Start of a Shift to a Fully Funded CIP

# GFOA BEST PRACTICES 1 TO 5<sup>1</sup>

Framework Element	Description	Estimated Completion
1. Defined Planning Horizon	Define planning period for document; ideally 5 to 25 years	Complete
2. Needs Identification	Inventory assets, define lifecycles	FY29 CIP
3. Scope and Cost Estimation	Define projects, scopes, design and construction cost and ongoing costs of asset	FY31 CIP
4. Financial Impact Analysis	Quantify total cost (capital and lifecycle) impacts on capital and operating budget	FY31 CIP
5. Prioritization Framework	Implement system for setting project priority	FY27

Notes: 1. See Table 2 in the March 9, 2026, Finance Commission Staff Report for the Complete Details of Each Item

## GFOA BEST PRACTICES 6 TO 10<sup>1</sup>

Framework Element	Description	Estimated Completion
6. Multi-Year Financial Strategy	Build comprehensive funding plan for projected financial impact	FY31
7. Capital Policies & Governance	Establish capital planning policies	FY27
8. Asset Management Coordination	Integrate CIP with Asset Management	FY29
9. Communications Strategy	Share the plan with stakeholders	FY 27
10. Monitoring & Annual Updates	Monitor project delivery, revise and update CIP	FY28

Notes: 1. See Table 2 in the March 9, 2026 Finance Commission Staff Report for Complete Details of Each Item

## FY27 FRAMEWORK PRIORITIES

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- 1) Socialization of Prioritization Framework (Step 5)
- 2) Update Capital Policies and Governance (Step 7)
- 3) Enhance the Existing Communications Strategy (Step 9)
- 4) Beginning to Frame Needs Identification (Step 2)
- 5) Developing the Framework of Asset Management Coordination for Vehicles and the Civic Center Building (Step 8)
- 6) Optimize Reporting and Tracking with Existing Systems or Adding Software Solutions as Required (Step 10)

## OUTCOMES

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For Tonight: Receive Input on Preliminary Framework  
From Finance Commission Meeting of 3/9/26:  
Recommend that Town Council Consider Consultant Services to Support Development of Asset Management System to Accelerate Work Plan

By FY31: CIP that Clearly Defines Town Owned Assets their Total Cost, Replacement Requirements, Clearly Defined Funding Needs, and Strategies for Capital and Operating Funding Impacts

**Diversity, Equity, and Inclusion Commission Recommendation**  
**from September 18, 2025**

On September 18, 2025, the DEI Commission unanimously voted to seek the Town Council's approval for the Los Gatos DEI Commission, in coordination with NUMU and/or third parties, to host and co-lead a project entitled "Hand[Righting] the Constitution" with the Town's role limited to: endorsement, publicizing, and displaying the project.

The Commission also requested that the attachment titled "Hand[Righting] the Constitution: A Public Exercise in Contemplating Our Democratic Rights" be forwarded to the Town Council along with this recommendation.

**Summary of Commission Rationale:**

The proposed "Hand[Righting] the Constitution" project is proposed as a series of participatory art events in which members of the community would gather at various venues around Los Gatos and take turns transcribing the entire U.S. Constitution by hand onto foam boards with ink pens. Participants would be invited to offer feedback regarding their experience and the project would result in a visual installation featuring the Constitution handwritten by Los Gatos community members.

This project is intended to foster unity and diversity within the Town of Los Gatos. The Commission hopes the project would encourage individual connection within Los Gatos by using the U.S. Constitution as a common bond and creating a more cohesive community by connecting individuals with other individuals they may not have had an opportunity to engage with but for this project. The Commission also hopes the project would reengage an interest in civics by encouraging community members to think more deeply about constitutional rights, democracy and governmental processes. If NUMU is involved in the project, it would allow NUMU to activate its Los Gatos history resources to highlight local connections to the Constitution and the democratic process. At the conclusion of the project, the Commission would like to see the finished product assembled into a single artwork and publicly displayed at Town facilities.

**Staff Recommendation:**

While staff does not have the bandwidth to host or co-lead the project, if NUMU or another third party leads the project and the Council desires the Town/DEI Commission to endorse the project, it is within staff capacity to publicize it and provide Town facilities for the final product to be displayed. If the Town, including the Commission, is perceived to be in charge of the project, it would necessitate a more time-intensive process to vet volunteers, consider messaging and procedures, and provide overall quality control. Council Members may request consideration of this at a future Council meeting as specified in the Town Agenda Format and Rules Policy.

**Diversity, Equity, and Inclusion Commission Recommendation**  
**from February 19, 2026**

ITEM NO. a.

On February 19, 2026, the DEI Commission unanimously voted to accept and endorse the current version of the memo about Hand[Righting] the Constitution (attached) and submit that proposal to the Town Council.

This revised attachment replaces the original attachment that was included with the DEI Commission’s September 18, 2025 recommendation that was part of the September 26, 2025 Updates.

Summary of Commission Rationale:

The summary of Commission rationale that was provided as part of the September 26, 2025 Update to Council remains the same:

The proposed “Hand[Righting] the Constitution” project is proposed as a series of participatory art events in which members of the community would gather at various venues around Los Gatos and take turns transcribing the entire U.S. Constitution by hand onto foam boards with ink pens. Participants would be invited to offer feedback regarding their experience, and the project would result in a visual installation featuring the Constitution handwritten by Los Gatos community members.

This project is intended to foster unity and diversity within the Town of Los Gatos. The Commission hopes the project would encourage individual connection within Los Gatos by using the U.S. Constitution as a common bond and creating a more cohesive community by connecting individuals with other individuals they may not have had an opportunity to engage with but for this project. The Commission also hopes the project would reengage an interest in civics by encouraging community members to think more deeply about constitutional rights, democracy and governmental processes. If NUMU is involved in the project, it would allow NUMU to activate its Los Gatos history resources to highlight local connections to the Constitution and the democratic process. At the conclusion of the project, the Commission would like to see the finished product assembled into a single artwork and publicly displayed at Town facilities.

Staff Recommendation:

The staff recommendation provided as part of the September 26, 2025 Update to Council remains the same with an emphasis that any Commissioner’s involvement in the project should be in their personal capacity and not on behalf of the DEI Commission or Town.

While staff does not have the bandwidth to host or co-lead the project, if NUMU or another third party leads the project and the Council desires the Town/DEI Commission to endorse the project, it is within staff capacity to publicize it and provide Town facilities for the final product to be displayed. If the Town, including the Commission, is perceived to be in charge of the project, it would necessitate a more time-intensive process to vet volunteers, consider messaging and procedures, and provide overall quality control. Council Members may request consideration of this at a future Council meeting as specified in the Town Agenda Format and Rules Policy.

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**Hand[Righting] the Constitution:  
A Public Exercise in Contemplating Our Democratic Rights**  
Submitted by Gordon Yamate

**Summary:** This proposed project consists of a series of community-based, participatory, conceptual art events inspired by the artist Morgan O’Hara, who was featured in an article in the April 21, 2025 online issue of *The New Yorker* magazine<sup>1</sup>. The project concept is relatively simple, but profound: provide one or more public spaces in various venues across the Town of Los Gatos, where a handful of individuals working independently transcribe by hand the U.S. Constitution. Participants would sign up for a one-to-two-hour time slot. A log would be created to track their efforts, specifically identifying where in the Constitution each individual begins and ends the transcription, and the date and time of that activity. Participants would also be invited to reflect on their experience: What did they learn? What surprised them? How did it feel to handwrite a foundational civic text? Subsequent participants would start transcribing where a previous individual has ended. To ensure inclusivity, a set of guidelines and rules of conduct would be developed to foster a safe, welcoming environment, set

proselytizing or coercion.

The project culminates in a large-scale collective artwork—the entire U.S. Constitution transcribed by diverse hands, curated into a visual installation by an artist or arts organization. The variations in handwriting become a living metaphor for individuality within unity, reflecting both the fragility and resilience of democracy.

This project has been approved by the Los Gatos DEI Commission and recommended to the Town Council for implementation. Mayor Rob Moore has indicated his support of the project and would offer the Town chambers as a potential location to display the end results of the project. This project has also been approved by the Town’s Community Health and Senior Services Commission and Arts and Culture Commission.

**Who would be project sponsors, participating organizations and hosts?**

This project envisions a collaborative effort between the Town of Los Gatos with leadership from the Diversity, Equity and Inclusion Commission and an artist/arts organizer (the “Artistic Lead”). The project will be conducted in phases with an initial roll-out of a series of small group handwriting sessions, each accommodating 6-8 participants, and two larger group sessions at Villa Montalvo and the Town’s 4<sup>th</sup> of July Concert in the Park events. During this phase, the goal would seek to achieve participation of at least 100 participants in the aggregate. This phase would be followed by a review of the work conducted and produced to date, the hiring of one or more artists to (i) oversee the assembly of the handwritten panels into a public display and (ii) organize and present the results and learnings from participant feedback and observation of

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participants during the handwriting sessions. This phase could also be extended with additional handwriting sessions. The Artistic Lead will be Gordon Yamate working in collaboration with SVCcreates, a local charitable nonprofit arts organization that will act as the fiscal sponsor for the project, providing a vehicle for fundraising, a clearinghouse for project costs and expenses and limited administrative assistance. The Artistic Lead would take the laboring oar on coordinating the artistic elements of the project with the Town’s endorsement and support of the project, helping to publicize and encourage public participation.

Members of the DEI Commission, the Arts and Culture Commission, the Community Health and Senior Services Commission in addition to other Town Commissions would be invited to assist in supervising and monitoring the handwriting sessions, particularly the larger events, in publicizing the handwriting sessions to friends and family, and participating in the sessions themselves. In addition, the Los Gatos Library, Los Gatos High School, the Los Gatos Anti-Racism Coalition, the Los Gatos Chapter of the Daughters of the American Revolution, Democracy Tent Los Gatos and TWW/Indivisible Los Gatos would be ideal participating/supporting organizations (“Participating Organizations”). Individual members/leaders of these groups have already voiced their support for the project. Participating Organizations would be primarily responsible for spreading the word about the various transcribing events and encouraging people to attend and participate (including their members). Other Participating Organizations could include Los Gatos schools, religious and faith organizations, service organizations and community groups in addition to the business community.

**Who would be invited to participate in the project?**

This project would be open to all residents of Los Gatos, owners and employees of businesses in Los Gatos, and visitors to Los Gatos. The project targets high school students and older, middle school students with exposure to the Constitution would be welcome. Younger students may be able to contribute, but should be accompanied by an adult for safety purposes. Sessions would be intentionally structured to be intergenerational, encouraging dialogue and exchange across diverse ages, backgrounds and perspectives.

**How and where would the project be staged?**

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Transcribing sessions could be offered in a conference room at the Los Gatos Library, space within the New Museum Los Gatos, as an activity at the Adult Recreation Center, and perhaps selected public venues, indoors or outdoors, throughout the Town. The Montalvo Art Association has indicated that they would like to showcase a handwriting session at their annual outdoor festival on April 18, 2026. Another ideal venue would be the Town’s Fourth of July Concert in the Park, where the DEI Commission has staffed tables with activities designed to engage families and children. In addition, sessions could be hosted at Los Gatos High School (to the extent that they can also accommodate non-student public participants) and maybe some private organizations like the Terraces of Los Gatos senior living facility. Materials needed for the project can be purchased at a relatively modest cost: white archival (acid free) foam core boards and Sharpie black ink pens to transcribe the Constitution in its entirety.

**How many participants would be anticipated and how long would the project last?**

It is hoped that publicity and word of mouth would generate participation by more than an insignificant number of community members, and that all interested community members would have an opportunity to participate. Participants can attend multiple transcription sessions, depending on availability with priority given to first time participants. This project could potentially continue for an indefinite period. An officer of the Los Gatos chapter of the DAR noted that project would coincide with the 250<sup>th</sup> anniversary of the United States (July 4, 2026), or Semiquincentennial, when the U.S. will celebrate 250 years since the signing of the Declaration of Independence. In addition, September 17 marks the anniversary of the signing of the final draft of the U.S. Constitution—as such, an extended run of the project could continue through September 17, 2026. Depending on the level of interest generated by this project, it could be extended beyond September 17, 2026 to accommodate participants and/or related activities. With strong community interest, it may extend further as an ongoing civic art practice.

**Do these transcribing sessions need to be supervised?**

In discussing the overall project structure, the Los Gatos DEI Commission concluded that supervision was necessary for the transcribing sessions: it was critical to have someone available to greet participants, answer questions and get the project rolling, monitor respectful conduct during the sessions and then collect materials and obtain feedback at the end. Volunteers would be recruited to provide that supervision and would be required to participate in training sessions to ensure that there is consistency on how the sessions are conducted.

**What would be the goals and desired outcomes of the project?**

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*Display of Transcribed Constitution.* One obvious tangible outcome would be the production of community-transcribed versions of the U.S. Constitution that could be assembled into a single work and publicly displayed. Suggested areas for display include the Town Council chamber and/or reception area, Los Gatos Library or other Town facilities. The collection and organization of the written transcriptions would be supervised by the Artistic Lead, who may engage curators and artists to create an artistic presentation of the transcriptions for physical display. One suggestion for organizing the transcribed works might be to hinge them together with tape on the reverse side in accordion style

*Fostering Individual Connection Within Los Gatos.* While not required, it is hoped that participants will interact with fellow participants, even though the project setting would otherwise offer a relatively quiet and somewhat meditative opportunity to do the actual transcription. This project is designed to connect individuals with other individuals with whom they might not know, and more importantly may never have had an opportunity to engage with but for this project. If the Constitution is a common bond for our community and society overall, how can it be utilized to create a more cohesive community within the Town of Los Gatos?

*Reengagement of an Interest in Civics.* Through the desired interactions described above, participants may develop a deeper familiarity with the U.S. Constitution and reflect upon its meaning. While the transcription activity is designed to foster conversations among strangers, it will also hopefully encourage members of the Los Gatos community to think more deeply about Constitutional rights, democracy and governmental processes. For example, participants might ask each other about the meaning of various provisions of the Constitution, share personal perspectives on how a specific provision impacts or guides their life or thinking, or question how a provision operates or is supposed to operate. It is hoped that Los Gatos High School, Fisher Middle School and other Los Gatos-based educational institutions will develop curriculum and parallel efforts supporting this community art project or relating to its subject matter.

*Activating Local History Resources.* This project also allows NUMU to activate its Los Gatos history resources to highlight local connections to the Constitution and the democratic process. Over the years, members of the Los Gatos community have participated in and/or led efforts to establish important Constitutional Amendments, which have been documented and preserved by NUMU.

### **What is the conceptual art component of the project?**

In addition to creating a tangible work from the transcription efforts, this project offers a conceptual art component comprising both process and product. The act of handwriting—the nuances, fluidity and flourishes—embodies a collective meditation on democracy. The wordplay in the project title (“hand righting” versus “handwriting”) captures and embraces the revisiting and reflecting on democratic rights. Participant reflections and stories will become part of the artwork. Is there an element of “righting” the Constitution that might be uncovered through the

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project?

To capture the impact of the transcription project, participants would have an opportunity to share what they experienced and learned by participating in the project. Feedback could be collected via written questionnaires or short interviews. In addition, professional photographers and/or videographers could be hired to help document the project. If a budget does not allow for such recording, volunteers could be enlisted for this purpose. Curators, either hired or volunteer-based, would review and organize the collected input in a manner that can be shared with the public with the displayed transcription.

To increase the level of awareness of the Constitution, this project could be supplemented by various public programs, where speakers educate and engage the public about the Constitution, its history and interpretation.

**How does this tie to the DEI Commission’s workplan?**

This project would qualify as a program and series of events designed to foster unity and diversity within the Town of Los Gatos as intended under the enabling resolution for the DEI Commission<sup>2</sup> and Work Plan Discussion Item C. Related to DEI Plan Goal A.2.a. (Discu: . )

TO PROMOTE THE SAFETY AND INCLUSIVITY OF ITS COMMUNITY MEMBERS) .

<sup>1</sup> Henry Alford, *Protest Dept.: Activism for Introverts! Copying the Constitution*, THE NEW YORKER (April 21, 2025) <https://www.newyorker.com/magazine/2025/04/28/activism-for-introverts-copying-the-constitution>; Henry Alford, *Protest Dept.: Write It Again*, THE NEW YORKER (April 28, 2025) at p. 11. The artist featured in the New Yorker article, Morgan O’Hara, is a conceptual artist based in New York City and Venice, Italy. Compelled by the disconcerting and troubling political discourse surrounding the 2016 Presidential election, she created art work based on “copying out the Constitution in a public place [that] would provide consolation by deepening her understanding of the document.” At the time of publication of *The New Yorker* article, more than 2,000 people across the globe had participated in 147 public writing sessions transcribing the U.S. Constitution inspired by Ms. O’Hara.

<sup>2</sup> Los Gatos Town Council, Resolution 2023-053 (October 3, 2023) <https://www.losgatosca.gov/DocumentCenter/View/36658/2023-053-Revised-Enabling-Resolution-Establishing-the-Diversity-Equity-and-Inclusion-Commission>

<sup>3</sup> Los Gatos Town Council, Town of Los Gatos Diversity, Equity, and Inclusion (DEI) Plan (October 17, 2023) <https://mccmeetings.blob.core.usgovcloudapi.net/losgatos-pubu/MEET-Packet-1d0e4263d4cf4f07b24233d15424beaf.pdf>

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