

TOWN OF LOS GATOS COUNCIL MEETING AGENDA SEPTEMBER 03, 2024 110 EAST MAIN STREET AND TELECONFERENCE TOWN COUNCIL CHAMBERS 7:00 PM

Mary Badame, Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Rob Rennie, Council Member Maria Ristow, 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). 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 live stream of the meeting may be viewed on television and/or online at www.LosGatosCA.gov/TownYouTube.

HOW TO PARTICIPATE

The public is welcome to provide oral comments in real-time during the meeting in three ways: **Zoom Webinar (Online)**: Join from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: https://losgatosca-

gov.zoom.us/j/82232739012?pwd=1zlbRu029 33oyBb9l3AyTZQ7D2MEQ.kN8FbuOklNsmz-Jj Passcode: 793054 You can also type in 822 3273 9012 in the "Join a Meeting" page on the Zoom website at https://zoom.us/join and use passcode 793054.

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

Telephone: Please dial (877) 336-1839 for US Toll-free or (636) 651-0008 for US Toll. (Conference code: 1052180)

If you are participating by calling in, press #2 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 return it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

NOTES: (1) Comments will be limited to three (3) minutes or less at the Mayor's discretion.

- (2) If you are unable to participate in real-time, you may email to Clerk@losgatosca.gov the subject line "Public Comment Item #___ " (insert the item number relevant to your comment). All comments received will become part of the record.
- (3) Deadlines to submit written comments are:
 - 11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
 - 11:00 a.m. the Monday before the Council meeting for inclusion in an addendum.
 - 11:00 a.m. on the day of the Council meeting for inclusion in a desk item.
- (4) Persons wishing to make an audio/visual presentation must submit the presentation electronically to Clerk@losgatosca.gov no later than 3:00 p.m. on the day of the Council meeting.

CALL MEETING TO ORDER

ROLL CALL

APPROVE REMOTE PARTICIPATION (This item is listed on the agenda in the event there is an emergency circumstance requiring a Council Member to participate remotely under AB 2449 (Government Code 54953)).

PLEDGE OF ALLEGIANCE

CONSENT ITEMS (Items appearing on the Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may request to have an item removed from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions contained on Page 1 of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)

- 1. Approve the Study Session Meeting Minutes of August 20, 2024.
- 2. Approve the Closed Session Meeting Minutes of August 20, 2024.
- 3. Approve the Meeting Minutes of August 20, 2024.
- 4. Adopt an Ordinance Titled: "An Ordinance of the Town Council of the Town of Los Gatos Amending Town Code Section 1.10.075, 'Official Town Holidays Designated; Exceptions' to Add Veterans Day as a Town Holiday."
- 5. Modify the Town Council Meeting Schedule for Fiscal Year 2024/2025 to Cancel the Regular Council Meeting of November 5, 2024.
- <u>6.</u> Adopt a Resolution Rescinding Resolution 2022-057 and Amending the Appendices to the Town Conflict of Interest Code Section 2.30.610.
- 7. Appoint Vice Mayor Matthew Hudes as the Town's Voting Delegate for the League of California Cities Annual Conference scheduled for October 16 18 in Long Beach.
- 8. Authorize the Town Manager to Negotiate and Execute an Agreement with the County of Santa Clara to Provide Unhoused Engagement Services in an Amount Not to Exceed \$92,777 of Grant Funds and Authorize an Expenditure and Revenue Budget Adjustment in the Amount of \$92,777 to Receive and Use County Grant Funding (\$42,777 FY 2023/24 Carryforward Grant and \$50,000 FY 2024/25 Grant).
- 9. Authorize the Town Manager to Execute an Agreement with Rotary Club of Los Gatos for Acceptance of a Gift of an "Oak Grove" at Live Oak Manor Park.
- <u>10.</u> Approve the Revised Temporary Classifications Salary Schedules for FY 2024/25, FY 2025/26, and FY 2026/27.

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. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not able to be heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)

COUNCIL / MANAGER MATTERS

CLOSED SESSION REPORT

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

11. Recognize Outgoing Town Manager Laurel Prevetti.

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

RECEPTION TO FOLLOW

ADA NOTICE In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR §35.102-35.104]

MEETING DATE: 09/03/2024

ITEM NO: 1

DRAFT Minutes of the Town Council Special Meeting – Study Session Tuesday, August 20, 2024

The Town Council of the Town of Los Gatos conducted a special meeting on Tuesday, August 20, 2024, to hold a Study Session at 5:15 p.m. to discuss potential updates to Sidewalk Vending Ordinance.

STUDY SESSION CALLED TO ORDER AT 5:15 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Rennie,

Council Member Maria Ristow.

Absent: Council Member Rob Moore.

STUDY SESSION

1. Study Session Regarding Potential Update to Sidewalk Vending Ordinance.

Gabreille Whelan, Town Attorney, presented the staff report.

Mayor Badame opened public comment.

Lee Fagot

 Commented on concerns regarding safety and litter, and stated the Council should consider a permit requirement to provide some oversight.

Mayor Badame closed public comment.

Council Members asked questions, discussed the item, and had a consensus that all vendors should be required to obtain a permit and sidewalk vending should be prohibited in areas that ate zoned exclusively residential. They discussed concerns with the appearance, placement, and visibility of street vendors and suggested various potential restrictions.

STUDY SESSION ADJOURNED

Study Session adjourned at 5:53 p.m.

Jenna De Long, Deputy Town Clerk

TOWN OF LOS GATOS COUNCIL CLOSED SESSION MINUTES

MEETING DATE: 09/03/2024

ITEM NO: 2

DRAFT Minutes of the Town Council Special Meeting - Closed Session Tuesday, August 20, 2024

The Town Council of the Town of Los Gatos conducted a Special Meeting in-person on Tuesday, August 20, 2024, at approximately 6:00 p.m., immediately following the Study Session, to hold a Closed Session to discuss real property negotiations and anticipated litigation.

MEETING CALLED TO ORDER AT 6:00 P.M.

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Rennie, and

Council Member Maria Ristow.

Absent: Council Member Rob Moore.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

None.

THE TOWN MOVED TO CLOSED SESSION ON THE FOLLOWING ITEMS:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: 653 Blossom Hill Road

Agency negotiator: Gabrielle Whelan, Town Attorney

Negotiating parties: Natalie Ladd

Under negotiation: Price and terms of payment.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of

Government Code Section 54956.9: 1 case (Letter from California Restaurant Association

regarding all-electric ordinance)

The Town Council reconvened in open session. There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:30 p.m.

Attest:	Submitted by:	
Jenna De Long, Deputy Town Clerk	Katy Nomura, Assistant Town Manager	

MEETING DATE: 09/03/2024

ITEM NO: 3

DRAFT Minutes of the Town Council Meeting Tuesday, August 20, 2024

The Town Council of the Town of Los Gatos conducted a regular meeting in-person and utilizing teleconferencing means on Tuesday, August 20, 2024, at 7:00 p.m.

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

ROLL CALL

Present: Mayor Mary Badame, Vice Mayor Matthew Hudes, Council Member Rob Moore

(remote), Council Member Rob Rennie, Council Member Maria Ristow.

Absent: None

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

The Friends of the Library presented a donation to the Town of Los Gatos Library.

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

- 1. Approve Minutes of the August 6, 2024 Town Council Meeting.
- 2. Approve Minutes of the August 7, 2024 Closed Session Town Council Meeting.
- 3. Receive the Monthly Financial and Investment Report for June 2024.
- 4. Adopt a Revised Resolution Rescinding Resolution 2024-041 and Making Determinations and Approving the Reorganization of an Uninhabited Area Designated as El Gato Lane No. 06, Approximately 0.563 Acres Pre-Zoned R-1:8. APN 523-22-007. Annexation Application AN24-001. Project Location: 15575 El Gato Lane. Property Owner: Sai Kiran Garimella and Renu Sushma Kolli. Applicant: Barzin Keyhankhadiv. **RESOLUTION 2024-044**
- 5. Authorize the Town Manager to Execute an Agreement for Services with Air Systems Inc. for Heating Ventilation and Air Conditioning (HVAC) Unanticipated Repair Services for a Total Agreement Amount of \$3,481.
- 6. Approve Purchase Orders with Baker and Taylor for Up to \$135,000 for Fiscal Year (FY) 2024/25 and for Payment of Remaining Invoices that Exceed Previously Established Purchase Order Amounts for FY 2023/24.
- 7. Authorize the Town Manager to Execute a Three-Year Agreement with Los Gatos-Saratoga Union High School District and Los Gatos Union Elementary School District for School Resource Officer Services for the Period August 21, 2024, through June 30, 2027, and Approve a FY 2024/25 Revenue Budget Increase in the Amount of \$4,974.90 to Match the Proposed Agreement Term and Agreement Amount.

PAGE **2** OF **7**

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

8. Authorize the Town Manager to Execute a Third Amendment to the Agreement with Tyler Technologies to Increase Compensation by \$25,930 for a Total Contract Amount Not to Exceed \$1,320,991.

- 9. Approve Second Amendment to The Agreement for Services with Traffic Management, Inc., Increasing the Allocated Amount for Services by \$43,793 to include the 2024 Road Closure and Traffic Control Services for Halloween and the Annual Children's Holiday Parade; and Approve an Expenditure Budget Adjustment in the Amount of \$18,793 from the General Fund Capital/Special Projects Reserve to Cover the Estimated Expenses for 2024 Road Closure and Traffic Control Services for These Events.
- 10. Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Town Employees' Association (TEA) for Alternative 12-hour Dispatch Schedules.
- 11. Approve and Authorize the Town Manager to Execute an Extension of a Side Letter Agreement Between the Town of Los Gatos and the Town Employee Association (TEA) for the Dispatcher Retention and Recruitment Bonus Through the Pay Period Starting July 21, 2024.
- 12. Approve and Authorize the Town Manager to Execute a Side Letter of Agreement between the Town of Los Gatos and the Police Officers' Association (POA) for Patrol 12- Hour Shift Schedules.
- 13. Approve the Revised Town Employees Association (TEA) Salary Schedule for FY 2024/25.
- 14. Approve the Revised Salary Schedules for Management, Confidential, and Temporary Employees for Fiscal Year (FY) 2024/24, FY 2025/26, and FY 2026/27; and Authorize an Expenditure Budget Adjustment in the Amount of \$740,961 from the Available Capital/Special Projects Reserve.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

MOTION: Motion by Council Member Ristow to approve consent items 1-14. Seconded by Council Member Rennie.

VOTE: Motion passed unanimously by roll call vote.

VERBAL COMMUNICATIONS

Tevis Ignacio

Commended outgoing Town Manager Prevetti for her service.

Nancy Cole, Midpeninsula Regional Open Space District

- Commented on Bear Creek Redwood Preserve and the Friends of Bear Creek Stables nonprofit organization's efforts to develop an informal rural educational ranch.

PAGE **3** OF **7**

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

Rich Stevens

- Commented on concerns with potential builder's remedy and SB 330 projects.

Amy Despars

 Commented on concerns, and requested story poles continue to be used on large sites but not homes and additional information and education for the community.

Joe Enz, Friends of the Los Gatos Creek

- Commented on the Police Department staff, the Friends of the Library, Library staff, and creek cleanup efforts.

Linda Swenberg

Commented on concerns regarding the Diversity, Equity, and Inclusion (DEI) Commission's
handling of public comments, the structure of Commission meetings, the roles of an
advisory Commission, and the quality of the audio recording of the Commission meeting.

Johanes Swenberg

- Commented on an advisory body and asked about the deliverables and objectives for the DEI Commission and stated concerns with State housing requirements.

Carin Yamamoto

Commented on concerns with the meeting audio on Zoom.

Vibhas

 Commented on safety concerns and requested lights or reflective road marks be added to Quito Road.

OTHER BUSINESS

15. Approve the Employment Agreement Between the Town of Los Gatos and Chris Constantin for Appointment to Town Manager, Authorize the Mayor to Execute the Agreement, Modify the Management Salary Schedule to Reflect the New Salary for the Town Manager, and Approve a Budget Expenditure Adjustment in the Amount of \$61,188.

Cheryl Parkman, Human Resources Director, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council welcomed Chris Constantin as the new Town Manager.

PAGE **4** OF **7**

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

MOTION: Motion by Mayor Badame to approve the employment agreement in Attachment 1 between the Town of Los Gatos and Chris Constantin for appointment to Town Manager effective November 4, 2024; authorize the Mayor to execute the agreement, modify the start date as required, modify the Management Salary

Schedule to reflect the new salary for the Town Manager in Attachment 3, and approve a Budget Expenditure Adjustment in the amount of \$61,188. **Seconded** by

Vice Mayor Hudes.

VOTE: Motion passed unanimously by roll call vote.

16. Adopt a Resolution Appointing the Nominated Candidates to the Town Council and Cancelling the November 5, 2024, General Municipal Election. **RESOLUTION 2024-045**

Wendy Wood, Town Clerk, presented the staff report.

Mayor Badame opened public comment.

Vibha

Commented in support of cancelling the election.

Peter Hertan

Commented in support of cancelling the election.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Rennie to adopt a resolution in Attachment 1 appointing the nominated candidates Matthew K. Hudes and Maria L. Ristow to the Town Council and cancelling the November 5, 2024, General Municipal Election. Seconded by Council Member Moore.

VOTE: Motion passed 4-0-1. Vice Mayor Hudes abstained.

17. Receive the Information Provided in the Police Services Report: January – June 2024.

Jamie Field, Police Chief, presented the staff report and gave a presentation.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

PAGE **5** OF **7**

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

Council discussed the item and received the Police Services Report.

18. Discuss and Provide Direction on Modifications to Noticing for Senate Bill (SB) 330 and Builder's Remedy Projects.

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

Mayor Badame opened public comment.

Rich Stevens

- Commented on concerns regarding story poles, notice cards, and new development building signage.

Carin Yamamoto

 Commented on concern regarding communication, notice cards, and the size of potential proposed developments.

Amy Despars

Commented on concerns regarding communication and digital renderings.

EO (Ellen)

Commented on providing notices and signage for community members with special needs.

Mayor Badame closed public comment.

Council discussed the item and provided general feedback.

Mayor Badame called a recess at 9:37 p.m.

The meeting reconvened at 9:47 p.m.

19. Authorize The Town Manager to Reissue a Request for Proposal (RFP) for the Preparation of the Annual Comprehensive Financial Report (ACFR) with a Modification to Start the ACFR Preparation Services for the FY 2024/25 ACFR.

Gitta Ungvari, Finance Director, presented the staff report.

Mayor Badame opened public comment.

EO (Ellen)

Commented on Zoom meeting audio quality and an outside auditor.

Mayor Badame closed public comment.

PAGE 6 OF 7

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

Council discussed the item.

MOTION: Motion by **Vice Mayor Hudes** to utilize Chavan & Associates for financial report preparation in the amount of \$3,000 for the [fiscal year] 23/24 ACFR and to make best efforts to use the new financial system and staff to prepare financial statements for [fiscal year] 24/25. **Seconded** by **Mayor Badame.**

VOTE: Motion passed unanimously by roll call vote.

20. Introduce an Ordinance Titled: "An Ordinance of the Town Council of the Town of Los Gatos Amending Town Code Section 1.10.075, 'Official Town Holidays – Designated; Exceptions' to Add Veterans Day as a Town Holiday."

Gabreille Whelan, Town Attorney, presented the staff report.

Mayor Badame opened public comment.

No one spoke.

Mayor Badame closed public comment.

Council discussed the item.

MOTION: Motion by Mayor Badame to introduce an ordinance by title only to amend Town Code Section 1.10.075, "Official Town Holidays – Designated; Exceptions" to add the Veterans Day holiday to the list of official Town holidays. Seconded by Council Member Ristow.

VOTE: Motion passed unanimously by roll call vote.

COUNCIL/TOWN MANAGER REPORTS Council Matters

- Council Member Moore stated he spoke to West Valley students; hosted a Council Member coffee; met with residents regarding development projects; and stated he is attending the Democratic National Convention (DNC).
- Council Member Ristow stated she met with John Tang, Vice President of Regulatory Affairs and Public Relations for San Jose Water Company; attended the Valley Transportation Authority (VTA) Policy Advisory Committee meeting and met with VTA General Manager Carolyn Gonot; attended the Silicon Valley Clean Energy Authority (SVCEA) Study Session on Utility Affordability and Board of Directors meeting; met with employees that work near Los Gatos High School regarding parking challenges; attended the St. Luke's Arts and Crafts Fair; met with residents regarding traffic, development, and e-bikes; and stated she was elected to the Citizens Advisory Board at the Terraces of Los Gatos.

ITEM NO. 3.

PAGE **7** OF **7**

SUBJECT: Draft Minutes of the Town Council Meeting of August 20, 2024

DATE: August 20, 2024

- Council Member Rennie stated he has nothing to report.
- Vice Mayor Hudes stated he met with Monte Sereno Council Member Brian Mekechuk and VTA leadership to view traffic chokepoints and patterns throughout the jurisdictions; attended the Los Gatos Foundation for Older Adults to Thrive Executive Committee and the Community Center Planning Committee meetings, and announced they will be giving a presentation to the Community Health and Senior Services Commission (CHSSC) and will host a future workshop; attended a Santa Clara Cities Association Board of Directors meeting; met with Community Health and Senior Service Commissioners; and met with developers regarding the area behind the Post Office.
- Mayor Badame stated she participated in a Ride and Taste Los Gatos event for seniors, a
 Ribbon Cutting for Priscilla Danielle Designs, and a meeting of Santa Clara County Mayors at
 San Jose City Hall including a round table discussion.

Town Manager Matters

- Announced Leadership Los Gatos applications are due Friday, August 23, 2024. More information can be found at LosGatosCA.gov/LeadershipLG.

CLOSED SESSION REPORT

Gabreille Whelan, Town Attorney, stated the Town Council met in closed session to discuss real property negotiations pursuant to Government Code §54956.8 and conference with legal counsel regarding anticipated litigation pursuant to Government Code §54956.9(e)(3) there was no reportable action for either item.

ADJOURNMENT

The meeting adjourned at 10,000 pmm
Respectfully Submitted:
lenna De Long Denuty Town Clerk

The meeting adjourned at 10:30 p.m.



MEETING DATE: 09/03/2024

ITEM NO: 4

DATE: August 27, 2024

TO: Mayor and Town Council

FROM: Gabrielle Whelan, Town Attorney

SUBJECT: Adopt an Ordinance Titled: "An Ordinance of the Town Council of the Town

of Los Gatos Amending Town Code Section 1.10.075, 'Official Town Holidays -

Designated; Exceptions' to Add Veterans Day as a Town Holiday"

RECOMMENDATION:

Adopt an ordinance, by title only, to amend Town Code section 1.10.075, "Official Town Holidays – Designated; Exceptions," to add the Veterans Day Holiday to the list of official Town holidays.

BACKGROUND:

On August 20, 2024 the Town Council considered and voted to introduce an ordinance amending Town Code section 1.10.075, "Official Town Holidays – Designated; Exceptions," to add the Veterans Day Holiday to the list of official Town holidays. Adoption of the Attached Ordinance (Attachment 1) would finalize that decision. The Ordinance will take effect 30 days after its adoption.

COORDINATION:

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

FISCAL IMPACT:

This agenda item will add one new paid holiday to the Town's official holiday calendar.

PREPARED BY: Bridgette Falconio

Administrative Technician

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

PAGE **2** OF **2**

SUBJECT: Adding Veterans Day Holiday

DATE: August 27, 2024

ENVIRONMENTAL ASSESSMENT:

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

Attachment:

1. Draft Ordinance

DRAFT ORDINANCE

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING TOWN CODE SECTION 1.10.075, "OFFICIAL TOWN HOLIDAYS – DESIGNATED; EXCEPTIONS" TO ADD VETERANS DAY AS A TOWN HOLIDAY

WHEREAS, Section 1.10.075, "Official Town Holidays – Designated; Exceptions," lists the Town holidays;

WHEREAS, Veterans Day has been included as a holiday in the Town's recently-amended memorandum of understanding with the Police Officer's Association;

WHEREAS, staff recommends adding Veterans Day as an official Town holiday: and

WHEREAS, the Town Council deems it necessary to amend Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code to add Veterans Day, to the list of recognized Town holidays in the Town Code;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS ORDAINS as follows:

SECTION I. Section 1.10.075, "Official Town Holidays – Designated; Exceptions," of the Town Code is hereby amended to add the following underlined language and re-number the holidays:

Sec. 1.10.075. Official Town holidays—Designated; exceptions.

- (a) The following days shall be holidays for the Town:
 - (1) January first.
 - (2) The third Monday in January.
 - (3) The third Monday in February.
 - (4) The last Monday in May.
 - (5) Juneteenth.
 - (6) July fourth.
 - (7) The first Monday in September.
 - (8) November eleventh.
 - (9) Thanksgiving Day.
 - (10) The Friday following Thanksgiving Day.
 - (11) December twenty-fifth.

ATTACHMENT 1

- (12)Every day appointed by the President or Governor for a public fast, thanksgiving or holiday, which is also designated as a Town holiday by the Mayor through written directive.
- (b) If any of the holidays designated above fall upon a Saturday, the preceding Friday, instead of Saturday, shall be the holiday. If any of the holidays designated above fall upon a Sunday, the succeeding Monday, instead of Sunday, shall be the holiday.
- (c) If provisions of this section are in conflict with provisions of a memorandum of understanding, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, then the provisions shall not become effective unless approved by the Town Council in the annual budget.

(Code 1968, § 1-13)

SECTION 2. SEVERABILITY CLAUSE. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Town Council of the Town of Los Gatos declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable

SECTION 3. CEQA FINDINGS. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 4. PUBLICATION. The Town Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the Town of Los Gatos and to cause publication once in the Los Gatos Weekly, the official publication of legal notices of the Town of Los Gatos, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance. In lieu of publication of the full text of the ordinance within fifteen (15) days after its passage, a summary of the ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

SECTION 5. EFFECTIVE DATE	 This Ordinan 	ce was intro	oduced at a regular meeting of the Tow	'n
Council of the Town of Los G	atos on the	_ day of	20 , and adopted by the following	
vote as an ordinance of the T	own of Los Ga	tos at a regu	ular meeting of the Town Council of the	÷
Town of Los Gatos on the	day of	_ 20 . This o	ordinance takes effect 30 days after it is	5

2 of 3 **Draft Ordinance** September 3, 2024

Page 16

adopted.	
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	

Draft Ordinance September 3, 2024

Page 17



MEETING DATE: 09/03/2024

ITEM NO: 5

DATE: August 27, 2024

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Modify the Town Council Meeting Schedule for Fiscal Year 2024/2025 to

Cancel the Regular Council Meeting of November 5, 2024

RECOMMENDATION:

Staff recommends the Town Council modify the adopted Town Council Meeting Schedule for Fiscal Year 2024/2025 to cancel the Regular Council Meeting of November 5, 2024.

BACKGROUND:

Each year in June, the Town Council adopts the following fiscal year's Town Council Meeting Schedule, including cancellations and/or meeting exceptions necessary. Historically, annual cancellations have included the first meeting in January and the two meetings in July.

On June 4, 2024, the Town Council adopted the Town Council Meeting Schedule for the Fiscal Year 2024/2025 (Attachment 1) inclusive of the referenced cancellations.

DISCUSSION:

A General Election will be held Tuesday, November 5, 2024, which is also the date of the first Town Council Meeting scheduled in November. To provide community members, Town Council Members, and staff ample opportunity for participation in the election process and involvement in election night activities, it is recommended to cancel the November 5, 2024 Town Council Meeting. This would be a one-time occurrence due to the election date.

PREPARED BY: Janette Judd

Executive Assistant to the Town Manager and Town Council

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

PAGE 2 OF 2

SUBJECT: Modify the Town Council Meeting Schedule for 2024/2025 Fiscal Year to cancel

the Regular Council Meeting of November 5, 2024

DATE: August 27, 2024

CONCLUSION:

The attached revised schedule (Attachment 2) reflects the proposed November 5 Regular Meeting cancellation referenced above. Next year when the Council is considering its Strategic Priorities, it may add an ordinance to the Attorney's priorities to address this recurring conflict.

FISCAL IMPACT:

The action to action to cancel a meeting has no fiscal impact. If approved, the Town would save on the staff costs associated with preparing and attending a Council meeting, including savings associated with one less KCAT broadcasting.

ENVIRONMENTAL REVIEW:

This agenda item is not a project under the California Environmental Quality Act.

Attachments:

- 1. Town Council Meeting Schedule 2024/2025 Fiscal Year Adopted June 4, 2024
- 2. Town Council Meeting Schedule 2024/2025 Fiscal Year Revised September 3, 2024



TOWN COUNCIL MEETING SCHEDULE 2024/2025 FISCAL YEAR

July 2, 2024 July 16, 2024	Regular Council Meeting Regular Council Meeting	
August 6, 2024 August 20, 2024	Regular Council Meeting Regular Council Meeting	
September 3, 2024 September 17, 2024	Regular Council Meeting Regular Council Meeting	
October 1, 2024 October 15, 2024	Regular Council Meeting Regular Council Meeting	
November 5, 2024 November 19, 2024	Regular Council Meeting Regular Council Meeting	
December 3, 2024 December 17, 2024	Regular Council Meeting Regular Council Meeting	
January 7, 2025 January 21, 2025	Regular Council Meeting Regular Council Meeting	CANCELLED
February 4, 2025 February 18, 2025	Regular Council Meeting Regular Council Meeting	
March 4, 2025 March 18, 2025	Regular Council Meeting Regular Council Meeting	
April 1, 2025 April 15, 2025	Regular Council Meeting Regular Council Meeting	
May 6, 2025 May 20, 2025	Regular Council Meeting Regular Council Meeting	(Annual Budget Hearing)
June 3, 2025 June 17, 2025	Regular Council Meeting Regular Council Meeting	

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

Page 20 ATTACHMENT 1



TOWN COUNCIL MEETING SCHEDULE 2024/2025 FISCAL YEAR (Rev. 9-3-24)

July 2, 2024	Regular Council Meeting CANCELLED
July 16, 2024	Regular Council Meeting CANCELLED
August 6, 2024	Regular Council Meeting
August 20, 2024	Regular Council Meeting
September 3, 2024	Regular Council Meeting
September 17, 2024	Regular Council Meeting
October 1, 2024	Regular Council Meeting
October 15, 2024	Regular Council Meeting
November 5, 2024	Regular Council Meeting CANCELLED
November 19, 2024	Regular Council Meeting
December 3, 2024	Regular Council Meeting
December 17, 2024	Regular Council Meeting
January 7, 2025	Regular Council Meeting CANCELLED
January 21, 2025	Regular Council Meeting
February 4, 2025	Regular Council Meeting
February 18, 2025	Regular Council Meeting
1 col daily 10, 2023	Regular Courter Meeting
March 4, 2025	Regular Council Meeting
March 18, 2025	Regular Council Meeting
April 1, 2025	Regular Council Meeting
April 15, 2025	Regular Council Meeting
May 6, 2025	Pagular Council Macting
May 6, 2025 May 20, 2025	Regular Council Meeting Regular Council Meeting (Annual Budget Hearing)
	negatar countriesting (, ilmuar budget ricuming)
June 3, 2025	Regular Council Meeting
June 17, 2025	Regular Council Meeting

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

Page 21 ATTACHMENT 2



MEETING DATE: 09/03/2024

ITEM NO: 6

DATE: August 26, 2024

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Adopt a Resolution Rescinding Resolution 2022-057 and Amending the

Appendices to the Town Conflict of Interest Code Section 2.30.610

RECOMMENDATION:

Adopt a resolution rescinding Resolution 2022-057 and amending the appendices to the Town Conflict of Interest Code, Section 2.30.610.

BACKGROUND:

The Political Reform Act requires local agencies to adopt and maintain a Conflict of Interest Code. The Town of Los Gatos adopted the Conflict of Interest Code as part of the Town Code in Chapter 2, Article III, Division 4. Revisions to the Conflict of Interest Code may be made by resolution, pursuant to Ordinance 2139, adopted by the Town Council on February 8, 2005. On December 19, 2017, the Council amended the Conflict of Interest Code with the adoption of Ordinance 2267, which mandates all Conflict of Interest filers must file the From 700 electronically via NetFile, the Town's e-filing system, beginning February 1, 2019.

The Political Reform Act further requires that in even-numbered years, before October 1, local agencies must conduct a biennial review and update of their Conflict of Interest Code to determine if it is still accurate and address any new positions that must be listed in the local code.

The Town last updated its Conflict of Interest Code on September 6, 2022 to add new positions and change the name of the Finance Commission from the Council Finance Committee to the Finance Commission. At that time, the General Plan Advisory Committee was also removed, as the Committee had completed its work.

PREPARED BY: Wendy Wood

Town Clerk

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

PAGE 2 OF 3

SUBJECT: Amending the Conflict of Interest Appendices

DATE: August 26, 2024

BACKGROUND (continued):

Additionally, the disclosure categories (Attachment 1, Exhibit B) were consolidated into three categories. Category one (1) requires reporting of all investment and business positions in business entities, sources of income (including receipt of gifts, loans, and travel payments) from sources located in or doing business in the Town of Los Gatos and interests in real property located in the Town of Los Gatos or within two miles of the Town of Los Gatos or property owned by the Town of Los Gatos. Category two (2) requires reporting of investments and positions in business entities and all sources of income (including receipt of gifts, loans, and travel payments) from sources located in or doing business in the Town of Los Gatos. Category three (3) requires reporting of interests in real property located in the Town of Los Gatos or within two miles of the Town of Los Gatos or property owned by the Town of Los Gatos.

DISCUSSION:

After reviewing the current code and designated positions, the Town Attorney and Town Clerk determined that the roles of the Administrative Analyst and Permit Technician do not involve responsibilities that necessitate filing under the code. As a result, the two positions are proposed to be removed from the list of required filers. In addition, it has been determined that certain positions require amendments to their disclosure categories to accurately align with their roles and responsibilities. Staff has identified the following positions for a change to the respective disclosure category: Events and Marketing Specialist, Senior Building Inspector, Building Inspector, Urban Forest Manager, Conceptual Development Advisory Commission, Development and Review Committee, General Plan Committee, and Historic Preservation Committee.

On February 20, 2024 the Town Council disbanded the Building Board of Appeals, which requires them to be removed from the list. Additionally, it has been determined that the Personnel Board does not involve responsibilities that necessitate filing under the code, and they are also being recommended for removal. Staff reviewed the duties of the recently added Diversity, Equity, and Inclusion Commission and determined the Commission needs to be added to the list of filers.

Those on the designated positions list are required to file the Fair Political Practices Commission (FPPC) Form 700 Statement of Economic Interests annually by April 1 with the Town Clerk. Attachment 1 is a comprehensive overview of all the changes for this reporting period consistent with the Political Reform Act reporting requirements.

COORDINATION:

The preparation of this report was done in coordination with the Town Attorney's Office.

PAGE **3** OF **3**

SUBJECT: Amending the Conflict of Interest Appendices

DATE: August 26, 2024

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

- 1. Redline Designated Positions
- 2. Draft Resolution with Exhibits A and B

Appendix A

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

ADMINISTRATION	
Town Council	1
Town Manager	1
Assistant Town Manager	1
Administrative Analyst	2
Town Clerk	2
Deputy Clerk	2
Finance Director	1
Finance and Budget Manager	2
Human Resources Director	2
Information Technology Manager	2
Economic Vitality Manager	1
Events and Marketing Specialist	<u>1</u> <u>2</u>
IT System Administrator	2
COMMUNITY DEVELOPMENT	
Community Development Director	1
Planning Manager	1
Administrative Analyst	2
Senior Planner	1
Assistant Planner	1
Associate Planner	1
Planning Technician	1
Permit Technician	1
Code Compliance Officer	1
Building Official	1
Senior Building Inspector	1 <u>3</u>
Building Inspector	1 <u>3</u>
	<u> </u>
LIBRARY	
Library Director	2
Library Manager	2
PARKS AND PUBLIC WORKS	
Director of Parks and Public Works	1
Assistant Director/Town Engineer	1
Superintendent	1
Senior Administrative Analyst	1
Arborist	1
Assistant Engineer	1
Associate Engineer	1

Page 25 ATTACHMENT 1

Traffic Engineer	1
Public Works Inspector	1
Senior Public Works Inspector	1
Associate Engineer Technician	1
Engineering Technician	1
Senior Engineering Technician	1
Environmental Programs Specialist	<u>1</u> <u>2</u>
Urban Forest Manager	1
Project Manager/Construction Project Manager	1
Transportation and Mobility Manager	1
Operations Manager	1
Supervising Equipment Mechanic	2
POLICE DEPARTMENT	
Police Chief	1
Police Captain	1
Records and Communications Manager	2
Senior Administrative Analyst	2
Community Outreach Coordinator	2
TOWN ATTORNEY	
Town Attorney	1
Deputy Town Attorney	1
BOARD, COMMISSION, AND COMMITTEE MEMBERS	
Arts and Culture Commission	1
Building Board of Appeals	1
Community Health and Senior Services Commission	2
Complete Streets and Transportation Commission	1
Conceptual Development Advisory Commission	4 <u>3</u>
<u>Diversity, Equity, and Inclusion Commission</u>	<u>2</u>
Finance Commission	2
Development Review Committee	4 <u>3</u>
General Plan Committee	1 <u>3</u>
Historic Preservation Committee	<u>4</u> <u>3</u>
Library Board	2
Parks Commission	1
Personnel Board	2
Planning Commission	1
SPECIFIED CONSULTANTS	
Those consultants defined as a "consultant" by the Fair	1
Political Practice Commission and as determined by the	

Page 26 ATTACHMENT 1

Town Attorney in writing.

ITEM NO. 6.

A Consultant is defined as an individual who contracts with or whose employer contracts with state or local government agencies and who makes, participates in making, or acts in a staff capacity for making governmental decisions.

FPPC Regulation 18700.3 defines "consultants" as including the following individuals who make a governmental decision whether to:

- Approve a rate, rule, or regulation
- Adopt or enforce a law
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract
- Grant agency approval to a plan, design, report, study, or similar item
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any of its subdivisions

A consultant also is an individual who serves in a staff capacity with the agency and:

- Participates in making a governmental decision; or
- Performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's conflict-of-interest code.

In addition, the Town Attorney may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with these disclosure requirements. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The Attorney's determination is a public record and shall be available for inspection.

Page 27 ATTACHMENT 1

DRAFT RESOLUTION

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS RESCINDING RESOLUTION 2022-057 AND AMENDING THE APPENDIX OF THE TOWN'S CONFLICT OF INTEREST CODE PURSUANT TO LOS GATOS TOWN CODE SECTION 2.30.610

WHEREAS, the Political Reform Act, codified at Government Code section 81000, *et seq.*, requires State and local government agencies to adopt and promulgate conflict of interest codes;

WHEREAS, the Fair Political Practices Commission has adopted a regulation, California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference, and which may be amended by the Fair Political Practices

Commission to conform to amendments in the Political Reform Act after public notice and hearing;

WHEREAS, the terms of California Code of Regulations Section 18730 have been adopted by reference by the Town Council in Los Gatos Town Code Section 2.30.610;

WHEREAS, the Town Council adopted Ordinance 2139 intended to better facilitate the process of updating the Town's Conflict of Interest Code by authorizing the adoption and periodic updates of the detailed appendices required by California Code of Regulations Section 18730 containing the designation of positions and disclosure categories; and

WHEREAS, this resolution is intended to update the Town of Los Gatos Conflict of Interest Code by amending the detailed appendices containing the designation of positions and disclosure categories.

NOW THEREFORE, BE IT RESOLVED:

- 1. Appendix A (Statement of Economic Interest for Designated Employee) to this Resolution shall constitute an Appendix to the Town of Los Gatos Conflict of Interest Code, by listing of those positions that are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended. The Town Council hereby finds that the officers and employees holding the following designated positions make, or participate in the making of decisions which may reasonably have a material effect on financial interests, and are, therefore, designated employees of the Town of Los Gatos solely for purposes of the Fair Political Practices Act and required to make financial disclosures as specified in Exhibit A.
- Appendix B (Disclosure Categories) to this Resolution shall constitute an Appendix to the
 Town of Los Gatos Conflict of Interest Code, as amended, listing the
 ATTACHMENT 2

ITEM NO. 6.

disclosure categories that are required pursuant to the Political Reform Act of 1974. When a designated employee is required to disclose investments and sources of income, he or she need only disclose investments in business entities and sources of income, including receipt of gifts, loans, and travel payments, from sources located in or doing business in the Town of Los Gatos, plan to do business in the Town of Los Gatos, or have done business in the Town of Los Gatos within the past two (2) years. In addition to other activities, a business entity is doing business within the Town of Los Gatos if it owns real property within the Town of Los Gatos. When a designated employee is required to disclose interests in real property, he or she need only disclose real property which is located in whole or in part within the Town or not more than two miles outside of Town boundaries or not more than two miles from any land owned or used by the Town of Los Gatos.

PASSED AND ADOPTED at a	regular meeting o	of the Town Council of the Town of Los
Gatos, California, held on the	_day of	, 2024, by the following vote:
COUNCIL MEMBERS:		
AYES:		
NAYS:		
ABSENT:		
ABSTAIN:		
	S	IGNED:
		1AYOR OF THE TOWN OF LOS GATOS
ATTECT.	L	OS GATOS, CALIFORNIA
ATTEST:		
TOWN CLERK OF THE TOWN OF LOS	 S GATOS	
LOS GATOS, CALIFORNIA	, 0, 1100	

Appendix A

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

ADMINISTRATION	
Town Council	1
Town Manager	1
Assistant Town Manager	1
Town Clerk	2
Deputy Clerk	2
Finance Director	1
Finance and Budget Manager	2
Human Resources Director	2
Information Technology Manager	2
Economic Vitality Manager	1
Events and Marketing Specialist	2
IT System Administrator	2
COMMUNITY DEVELOPMENT	
Community Development Director	1
Planning Manager	1
Senior Planner	1
Assistant Planner	1
Associate Planner	1
Planning Technician	1
Code Compliance Officer	1
Building Official	1
Senior Building Inspector	3
Building Inspector	3
LIBRARY	
Library Director	2
Library Manager	2
PARKS AND PUBLIC WORKS	
Director of Parks and Public Works	1
Assistant Director/Town Engineer	1
Superintendent	1
Senior Administrative Analyst	1
Arborist	1
Assistant Engineer	1
Associate Engineer	1
Traffic Engineer	1
Public Works Inspector	1
Senior Public Works Inspector	1

EXHIBIT A

Associate Engineer Technician	1
Engineering Technician	1
Senior Engineering Technician	1
Environmental Programs Specialist	2
Urban Forest Manager	1
Project Manager/Construction Project Manager	1
Transportation and Mobility Manager	1
Operations Manager	1
Supervising Equipment Mechanic	2
POLICE DEPARTMENT	
Police Chief	1
Police Captain	1
Records and Communications Manager	2
Senior Administrative Analyst	2
Community Outreach Coordinator	2
TOWN ATTORNEY	
Town Attorney	1
Deputy Town Attorney	1
BOARD, COMMISSION, AND COMMITTEE MEMBERS	
Arts and Culture Commission	1
Community Health and Senior Services Commission	2
Complete Streets and Transportation Commission	1
Conceptual Development Advisory Commission	3
Diversity, Equity, and Inclusion Commission	2
Finance Commission	2
Development Review Committee	3
General Plan Committee	3
Historic Preservation Committee	3
Library Board	2
Parks Commission	1
Planning Commission	1

Page 31 Adoption Date **Draft Resolution**

SPECIFIED CONSULTANTS

Those consultants defined as a "consultant" by the Fair Political Practice Commission and as determined by the Town Attorney in writing.

1

A Consultant is defined as an individual who contracts with or whose employer contracts with state or local government agencies and who makes, participates in making, or acts in a staff capacity for making governmental decisions.

FPPC Regulation 18700.3 defines "consultants" as including the following individuals who make a governmental decision whether to:

- Approve a rate, rule, or regulation
- Adopt or enforce a law
- Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
- Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval
- Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract
- Grant agency approval to a plan, design, report, study, or similar item
- Adopt, or grant agency approval of, policies, standards, or guidelines for the agency or for any of its subdivisions

A consultant also is an individual who serves in a staff capacity with the agency and:

- Participates in making a governmental decision; or
- Performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's conflict-of-interest code.

In addition, the Town Attorney may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with these disclosure requirements. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The Attorney's determination is a public record and shall be available for inspection.

Appendix B

General Provisions

Designated employees shall disclose their financial interest pursuant to the appropriate disclosure category as indicated in section 2.30.610.

Category I: All investment and business positions in business entities, sources of income (including receipt of gifts, loans, and travel payments) from sources located in or doing business in the Town of Los Gatos and interests in real property located in the Town of Los Gatos or within two miles of the Town of Los Gatos.

Category 2: Investments and positions in business entities and all sources of income (including receipt of gifts, loans, and travel payments) from sources located in or doing business in the Town of Los Gatos.

Category 3: Interests in real property located in the Town of Los Gatos or within two miles of the Town of Los Gatos or property owned by the Town of Los Gatos.

EXHIBIT B



MEETING DATE: 09/03/2024

ITEM NO: 7

DATE: August 27, 2024

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Appoint Vice Mayor Matthew Hudes as the Town's Voting Delegate for the

League of California Cities Annual Conference scheduled for October 16 – 18

in Long Beach

RECOMMENDATION:

Appoint Vice Mayor Matthew Hudes as the Town's Voting Delegate for the League of California Cities Annual Conference scheduled for October 16-18 in Long Beach.

REMARKS:

Each year the League of California Cities conducts an annual conference to discuss key legislative, social, fiscal, and service issues affecting California municipalities. One important aspect of the conference is its annual business meeting at which the League membership takes action on conference resolutions. Annual conference resolutions guide cities and the League in efforts to improve the quality, responsiveness, and vitality of local government in California.

To expedite the annual business meeting, participating cities/towns have been asked to designate a primary voting delegate and optionally, an alternate voting delegate should the voting delegate be unable to attend or carry out voting duties. The voting delegate is typically the Town's appointed Representative or the appointed Alternate. As the current appointed Alternate Representative to the League, Vice Mayor Matthew Hudes will be attending the conference and has agreed to serve as the Town's voting delegate.

Attached is the 2024 League of California Cities Conference Resolutions Packet (Attachment 1). It has been the Town's past practice to have the appointed voting delegate determine the Town's position based on resolution discussion and feedback at the League Annual Business Meeting.

PREPARED BY: Janette Judd

Executive Assistant to the Town Manager and Town Council

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

ITEM NO. 7.

PAGE **2** OF **2**

SUBJECT: Appoint Vice Mayor Matthew Hudes as the Town's Voting Delegate for the League

of California Cities Annual Conference scheduled for October 16 – 18 in Long Beach

DATE: August 27, 2024

FISCAL IMPACT:

This action does not have a fiscal impact. The Town's Operating Budget includes funds for Council Member participation in the Annual League Conference.

ENVIRONMENTAL ASSESSMENT:

This action is not a project under the California Environmental Quality Act.

Attachment:

1. 2024 League of California Cities Conference Resolutions Packet



2023-2024 CAL CITIES OFFICERS

August 28, 2024

President

Daniel T. Parra Mayor Fowler

TO: Mayors, Council Members, City Managers, and City Clerks

RE: Cal Cities 2024 Resolution Packet

First Vice President

Lynne Kennedy Mayor Pro Tem, Rancho Cucamonga Sixty days before the Cal Cities <u>Annual Conference and Expo</u>, Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the Aug. 17 deadline.

Second Vice President

Gabe Quinto Council Member, El Cerrito The attached packet contains the proposed resolution, supporting letters from city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process.

Immediate Past President

Ali Sajjad Taj Mayor Pro Tem, Artesia We encourage each city council to consider the resolution and determine a city position so your voting delegate can represent your city's position on the resolution.

Executive Director and CEO

Carolyn M. Coleman

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Sept. 25. <u>The voting delegate packet</u> contains more information.

The Cal Cities 2024 General Assembly will be held Oct. 18 at 8:30 a.m. in the Long Beach Convention Center during the <u>Annual Conference and Expo.</u>

For questions about resolutions, voting delegates, or the General Assembly, please contact Zach Seals.





Information on 2024 Resolutions Process

Consideration by Policy Committee (pre-conference)

Per the Cal Cities bylaws, the Cal Cities President has referred the submitted resolution to the <u>Governance</u>, <u>Transparency</u>, <u>and Labor Relations Policy</u> <u>Committee</u>. The committee will meet on Oct. 3 at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting <u>here</u>.

A list of recommendations the policy committee may make during its meeting are on page three of this packet.

Consideration by Resolutions Committee (during conference)

On Oct. 17 at 1:30 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consists of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting are on page three of this packet.

Consideration by the General Assembly (during conference)

The General Assembly will convene on Oct. 18 at 8:30 a.m. to consider any qualified resolutions. To vote during the General Assembly, voting delegates must have checked-in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Oct. 17. For more information on voting and discussion procedures during the General Assembly, see page four of this packet.

Petitioned Resolutions (during conference)

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked-in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

1

Page 38



How it works: C(TEM NO. 7. S Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities
President assigns
general resolutions
to policy committees
where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo



Petitioned Resolutions



Page 39

The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions
Committee considers
all resolutions. General
Resolutions approved by
either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy
development is a memberinformed process,
grounded in the voices and
experiences of city officials
throughout the state.

The Resolutions Committee includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven policy committees meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

ion Committee can amend a general resolution prior to sending it to the General Assembly. Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The below table shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

^{*}If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.



General Assembly Voting and Discussion Procedures

Discussion Procedures:

Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
	Approve	Regular Calendar
N/A	Disapprove or Refer	Regular Calendar
IN/A	Disqualified	Does not proceed to General
	·	Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. It an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:

Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

4

Page 41



2024 Resolution

- 1. <u>Resolution on Fair and Equal Treatment of All Governmental Officials at All Levels submitted by City of Glendora</u>
 - Letters of concurrence submitted by:
 - i. April A. Verlato, Mayor, City of Arcadia
 - ii. Robert Gonzales, Mayor, City of Azusa
 - iii. Tim Hepburn, Mayor, City of La Verne
 - iv. Bill Uphoff, Mayor, City of Lomita
 - v. John M. Cruikshank, Mayor, City of Rancho Palos Verdes
 - Referred to Governance, Transparency, and Labor Relations Policy Committee
 - Policy Committee Recommendation:
 - Resolutions Committee Recommendation:

Page 42 5

Resolution No. 1: <u>Fair and Equal</u> <u>Treatment of All Governmental</u> <u>Officials at All Levels submitted by</u> <u>City of Glendora</u>



ITEM NO. 7.

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT "WHAT APPLIES TO ONE, APPLIES TO ALL" IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA

Source: City of Glendora

Concurrence of five or more cities/city officials

<u>City Officials</u>: April A. Verlato, Mayor, City of Arcadia; Robert Gonzales, Mayor, City of Azusa; Tim Hepburn, Mayor, City of La Verne; Bill Uphoff, Mayor, City of Lomita; John M. Cruikshank, Mayor, City of Rancho Palos Verdes

<u>Referred to</u>: Governance, Transparency and Labor Relations Policy Committee

WHEREAS, the General Assembly of the League of California Cities objects to the practice of the California Legislature of imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California; and

WHEREAS, examples of such rules or regulations that apply to local city elected officials that do not otherwise apply to the elected officials of the State of California include, but are not limited to:

California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 et seq., which purport to "declare[] that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly," but which limits its application to "local agencies," but not including elected officials of the State of California;

Creating "one-off" exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act ("CEQA") which purportedly requires all government agencies to consider the environmental consequences of their actions before approving plans and policies or committing to a course of action on a project in order to demolish and then rebuild State offices for the Governor and other State officials:



ITEM NO. 7.

Adopting rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"), by removing the exception for local elected officers from contribution limits requiring disqualification on development project decisions," but not including elected officials of the State of California;

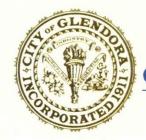
Adopting rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office, including, but not limited to: prohibiting the making a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571; requiring a candidate that has qualified as a committee to establish a separate controlled committee and campaign bank account for each specific office; prohibiting a candidate from redesignating a committee for one election for another election.

WHEREAS, the General Assembly of the League of California Cities now calls upon the Governor and the California Legislature to adopt a policy, practice, and procedure requiring, in their legislative activities, that "what applies to one applies to all."

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2024 in Long Beach, California, that the League calls upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Resolution No. 1: Letters of Concurrence



CITY OF GLENDORA CITY HALL

(626) 914-8201

116 East Foothill Blvd., Glendora, California 91741 FAX (626) 914-8221 www.ci.glendora.ca.us

July 10, 2024

The City Council of Glendora
is proposing the following resolution for consideration at the
California League of Cities annual conference
on
October 18, 2024

Proposed Resolution: ("To ensure fairness and equal treatment for all government officials in California")

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

The following five city council members are in concurrence with their letters of support (attached):

- ✓ Mayor John Cruikshank, City of Rancho Palos Verdes
- ✓ Mayor Bill Uphoff, City of Lomita
- ✓ Mayor Robert Gonzales, City of Azusa
- ✓ Mayor April Verlato, City of Arcadia
- ✓ Mayor Tim Hepburn, City of La Verne

Please confirm receipt of this request.

Sincerely,

Michael Allawos Council Member

City of Glendora



April A. Verlato Mayor July 9, 2024

Honorary Mike Allawos Glendora City Councilmember 116 E. Foothill Blvd. Glendora, CA 91741

RE: Support for "Glendora CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

April A. Verlato City of Arcadia Mayor

wellestato

240 West Huntington Drive Post Office Box 60021 Arcadia, CA 91066-6021 (626) 574-5403 City Hall averlato@ArcadiaCA.gov www.ArcadiaCA.gov

Page 48

July 8, 2024

Hon. Michael Allawos Glendora City Councilmember 116 E. Foothill Blvd. Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

B. Angule

Councilmember Allawos:

| would like to support Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution "

I am an elected representative for the City of Azusa . We should all have the same rules to be governed by.

Sincerely,

Mayor Robert Gonzales

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author They do not necessarily reflect an official position of the City Council, staff or other entities



CITY OF LAVERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599 www.cityoflaverne.org

July 8, 2024

Ms. Kathleen Sessman Glendora City Clerk 116 E. Foothill Blvd. Glendora, California 91741

Re: Item 14 - Cal Cities Annual Conference Resolution

Dear Ms. Sessman:

As the Mayor of the City of La Verne, I would like to voice support for Glendora's timely and needed resolution, within agenda item #14, for the upcoming League of California Cities (Cal Cities) annual conference this coming October 18, 2024.

In its simplistic form, the proposed Resolution states what we all believe should be true for each and every elected official: We should all have the same rules to be governed by. No matter what level of government an official is elected to, we are here to do the people's work and be their collective voices. The Resolution simply states:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Whether the State Legislature or Governor heed our collective voices, we at the local level, through our Cal Cities membership, will have demonstrated our resolve that the basic leadership characteristic of leadership by example is the best approach to holding elective office.

Sincerely,

Tim Hepburn Mayor

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700

Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713

Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

Bill Uphoff Lomita, CA

July 8, 2024

Hon. Mike Allawos Glendora City Councilmember 116 E. Foothill Blvd. Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely.

Bill Uphoff, Mayor City of Lomita

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

John M. Cruikshank Rancho Palos Verdes, CA

July 6, 2024

Hon. Mike Allawos Glendora City Councilmember 116 E. Foothill Blvd. Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

John M. Gruikshank, Mayor City of Rancho Palos Verdes

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Johnnie Pina, Legislative Affairs, Lobbyist

Committee: Governance, Transparency, and Labor Relations

Summary:

This Resolution states that the League of California Cities shall call upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Background:

This resolution states that examples of the California Legislature imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California include, but are not limited to:

- California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 et seq.;
- "One-off" exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act ("CEQA");
- Rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"); and
- Rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office.

Ralph M. Brown Act

The California Attorney General's (AG) Office defines The Ralph M. Brown Act (Brown Act) as what governs meetings conducted by local legislative bodies, such as boards of supervisors, city councils and school boards. The AG's office states the Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.

<u>The Ralph M. Brown Act</u> governs local agencies, the <u>Bagley-Keene Open</u> <u>Meeting Act</u> covers all state boards and commissions, and <u>Government code</u>

9027 governs the state Legislature. The California Constitution also mandates open meetings for state agencies, boards, and commissions. Specifically, the Constitution requires that each local agency comply with the Brown Act (Article I, section 3(b)(7)): and that the proceedings of each house of the Legislature be open and public (with exceptions for employment matters; matters affecting security; confer with legal counsel; and to meet as a caucus (Article IV, section 7).

Although fairly detailed requirements apply to state agencies and other state bodies, they do not apply to the Legislature. The Legislature has Constitutional authority to adopt rules for its proceedings that are consistent with the requirement that the proceedings of each house and the committees be open and public.

Another notable difference between the Legislature and a city council is the ability for Legislators to have a caucus to discuss a bill, express how they will vote, and to count votes. This is not allowed under the Brown Act. One other difference is that the laws governing teleconferencing for members of the state Legislature is far less flexible than it is for local bodies. However, state agencies have more flexibility than locals in that regard.

California Environmental Quality Act ("CEQA")

The Resolution cites the Legislature's action in exempting from CEQA the reconstruction of the State Capitol Annex building. The State Legislature enacted the <u>California Environmental Quality Act (CEQA)</u> in 1970, establishing it as a public disclosure law for the environmental review of discretionary projects and a process for mitigating or avoiding potential environmental impacts.

SB 174 (Committee on Budget and Fiscal Review) Chaptered by Secretary of State. Chapter 74, Statutes of 2024 was signed into law July 2, 2024. This bill exempts the work performed under the State Capitol Building Annex Act of 2016 from the California Environmental Quality Act (CEQA). In this example the Legislature exempted themselves as not being considered a "public agency," "state agency," or "lead agency" under CEQA. A lead agency under CEQA is the public agency that has the principal responsibility for carrying out or approving a project that is subject to CEQA.

Over the years, the Legislature has also created many CEQA exceptions and exemptions for local projects involving local agencies as well.

The Political Reform Act (PRA) - Senate Bill No. 1439

<u>SB 1439 (Glazer)</u> Chaptered by Secretary of State. Chapter 848, Statutes of 2022 amends section 84308 and is aimed at preventing "pay-to-play" practices, in part by prohibiting parties, participants, and their respective agents in a

proceeding involving a license, permit, or other entitlement for use from contributing more than \$250 to an officer of an agency during a 12 month period. When the Levine Act was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. SB 1439 expended this law to now apply to local elected officials. Since it is focused on permits and licenses, it now applies to State agencies and local agencies that approve permits and licenses. Section 84308 does not apply to the Legislature or the Courts. It is important to note that unlike local governments, neither issue permits and licenses.

The Political Reform Act (PRA) - Assembly Bill No. 571

AB 571 (Mullin) Chaptered by Secretary of State. Chapter 556, Statutes of 2019 established default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly, effective January 1, 2021. This bill permitted a county or city to establish its own contribution limits, which would prevail over these default limits.

The Resolution cites AB 571 as an example of treating cities differently than the State. The Fair Political Practices Commission clarifies in their AB 571 fact sheet that under AB 571 a city may elect to have "no" contribution limit in which case the state contribution limit will not apply as a default for that jurisdiction. A city or county can set contribution limits higher than the default state limit, AB 571 sets a default in line with contributions Assembly Members and Senators if a city or county is silent on contribution limits.

Fiscal Impact:

Unknown.

Existing Cal Cities Policy:

Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

We Believe:

- Local self-governance is the cornerstone of democracy.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility. The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- The vitality of cities is dependent upon their fiscal stability and local autonomy. The active participation of all city officials increases Cal Cities' effectiveness.

- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Comments:

Additional Examples

The Legislature has passed and the Governor has signed many laws that apply to local governments and do not apply to the state or the state Legislature. This year AB 2561 (McKinnor) was introduced, which requires local governments to present in a public meeting a detailed report about their vacancy rates and detailed information about their hiring practices. This is an attempt to address public sector vacancy rates. This bill does not apply to the state in a time when they are also dealing with high vacancy rates.

Additionally, there were several bills that aim to amend the Levine Act, which now applies to local elected officials, to make changes to SB 1439, referenced previously in the analysis. None of the bills would amend the law to be applicable to Assembly Members or Senators.

AB 817 (Pacheco), co-sponsored by Cal Cities tried to bring parity to the Brown Act by making the teleconference rules for state advisory bodies the same for local advisory bodies but the Legislature struck the bill down.

Applying to elected officials or to the legislative body? Legislature or the State? The resolution also states, "... applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate."

This portion of the resolve clause is specifically speaking to local elected officials and State Assembly Members and Senators. However, many of the "where as" clauses are in reference to laws that apply to cities, the state and the Legislature as government agencies and not specifically to the elected officials on the governing bodies. For example, the Brown Act applies rules to the Legislative body and not the individual council member. Additionally, the city council as a whole is the lead agency under CEQA and not the individual council members.

Inherent Powers of the Legislative Branch

The resolution also states, "This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

It is unclear what inherent powers of the legislate branch under the California Constitution means in this context. The legislative branch does have the power of preemption over cities and can state that a change in law is a matter of state wide concern. This allows the legislative branch to apply new laws or amend existing laws to apply to general law and charter cities. It seems like the last sentence of the resolve clause could negate the rest of the resolve clause if not clarified.

Support:

The following letters of concurrence were received:

April A. Verlato, Mayor, City of Arcadia Robert Gonzales, Mayor, City of Azusa Tim Hepburn, Mayor, City of La Verne Bill Uphoff, Mayor, City of Lomita John M. Cruikshank, Mayor, City of Rancho Palos Verdes

Page 58 21



MEETING DATE: 09/03/2024

ITEM NO: 8

DATE: August 26, 2014

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Negotiate and Execute an Agreement with

the County of Santa Clara to Provide Unhoused Engagement Services in an Amount Not to Exceed \$92,777 of Grant Funds and Authorize an Expenditure and Revenue Budget Adjustment in the Amount of \$92,777 to Receive and Use County Grant Funding (\$42,777 FY 2023/24 Carryforward Grant and

\$50,000 FY 2024/25 Grant)

RECOMMENDATION:

Authorize the Town Manager to negotiate and execute an Agreement with the County of Santa Clara to provide unhoused engagement services in an amount not to exceed \$92,777 of grant funds and authorize an Expenditure and Revenue Budget Adjustment in the amount of \$92,777 to receive and use County grant funding (\$42,777 FY 2023/24 Carryforward Grant and \$50,000 FY 2024/25 Grant).

BACKGROUND:

In December 2023, due to the collaboration and efforts of Supervisor Simitian's Office, the Town received a \$50,000 grant from the County of Santa Clara (County) to provide support for the unhoused in Los Gatos. While initial discussions regarding the grant indicated the funds would be used for case management for the unhoused, the County confirmed the funds can be used for any support services for residents experiencing homelessness. The Town Council subsequently authorized up to \$20,000 of these funds to be used for the Hotel Program. \$7,223 was used for the Hotel Program and \$42,777 remains available for use towards case management and engagement services for the Los Gatos unhoused community. The grant funds must be expended by the Town by June 30, 2025 and are one-time funds.

PREPARED BY: Katy Nomura

Assistant Town Manager

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

PAGE **2** OF **3**

SUBJECT: County Services for Unhoused Engagement

DATE: August 26, 2024

BACKGROUND (continued):

On June 13, 2024, through collaboration from Supervisor Simitian's Office, the County Board of Supervisors approved another \$50,000 grant for the Town to use towards support for unhoused Los Gatos residents.

The County grants have come in support of the Town's demonstrated investment to support our unhoused community. In Fiscal Year (FY) 2023/24, the Town Council allocated \$50,000 to unhoused initiatives, including a Hotel Program to provide shelter in inclement weather. The Town Council continued its support for the unhoused with a budget allocation of \$60,000 in FY 2024/25. These funds will be used for a variety of unhoused support, including the Hotel Program, shower program, food pantry, and other efforts.

DISCUSSION:

Town staff have been working closely with the County's Office of Supportive Housing (OSH) to ensure that any unhoused case management and engagement services would work in tandem with the existing support provided to the unhoused throughout the community. OSH has clarified that these services are referred to collectively as engagement services and involve proactive outreach and support to help the unhoused access services and housing. It has been determined that the best path forward would be to contract unhoused engagement services through OSH to leverage their existing contracts, ensure cohesive implementation, and expand on services already provided through OSH.

Currently, OSH provides outreach teams to provide unhoused engagement services such as identifying, assessing, and referring unhoused individuals to appropriate housing programs and services. These teams assess individual housing needs and address a person's mental health, substance use disorder, and/or medical needs by building trust between the individual and the service teams and identifying opportunities through which other services and housing can be provided. The goal is to build some level of rapport with the individuals over a period of time, help the individuals seek services that, at a minimum, would address their basic needs.

These teams currently serve Los Gatos on a limited basis for a few hours a month, when available, as they are responsible for meeting the needs throughout the County. The recommended dedicated funding through an agreement with the County would ensure a consistent presence in the Town, enabling outreach teams to build rapport with unhoused individuals. This dedicated funding would also allow for coordination between the Town and County staff to identify individuals and geographic areas for deployment, so the outreach is responsive to the Town's needs. It is anticipated that there would be weekly outreach to Los Gatos under this arrangement in the initial phases and the frequency would be adjusted to best suit the needs of the Town and budget allocated for this effort. The Town would work directly with County staff to monitor the progress and resources deployed under this contract, with a reporting mechanism that would include the number of unhoused served in the Town, the

PAGE **3** OF **3**

SUBJECT: County Services for Unhoused Engagement

DATE: August 26, 2024

DISCUSSION (continued):

number assessed for housing, and the number of individuals housed. While the number of individuals housed depends on many factors and may not be a direct reflection of the value of the effort, it is worth tracking as any progress in this direction would be a success.

If the Town Council moves forward, it is anticipated that an agreement with the County can be finalized in the next couple of months with implementation shortly thereafter.

To launch the services, OSH would coordinate a resource fair at no additional cost to the Town to provide resources for the Los Gatos unhoused community. OSH has also offered information and assistance to Town staff in preparing a submission of a multi-year grant application to Destination: Home that could be leveraged to increase services in Los Gatos in coordination with other West Valley communities.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to negotiate and execute an agreement with the County for unhoused engagement services for an amount not to exceed \$92,777. This would require revenue and expenditure budget adjustments in the amount of \$92,777 to recognize the County grant revenue to be used for this purpose.

COORDINATION:

The preparation of this report was coordinated between the Town Manager's Office, the Town Attorney, the Finance Department, and the County's Office of Supportive Housing.

FISCAL IMPACT:

Sufficient grant funding from the County has been awarded to the Town to cover the costs of this agreement, with \$42,777 from a carryforward FY 2023/24 grant and \$50,000 from a FY 2024/25 grant. To recognize those funds in the current fiscal year, revenue and expenditure budget adjustments in the amount of \$92,777 are required.

ENVIRONMENTAL ASSESSMENT:

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



MEETING DATE: 09/03/2024

ITEM NO: 9

DATE: August 29, 2024

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Authorize the Town Manager to Execute an Agreement with Rotary Club of

Los Gatos for Acceptance of a Gift of an "Oak Grove" at Live Oak Manor Park

RECOMMENDATION:

Authorize the Town Manager to execute an Agreement (Attachment 1) with Rotary Club of Los Gatos for acceptance of a gift of an "Oak Grove" at Live Oak Manor Park.

BACKGROUND:

Rotary Club of Los Gatos (Rotary) contacted staff in early 2024 and proposed a donation to the Town to celebrate their centennial. On June 18, 2024, Town Council received a presentation from Los Gatos Rotary and their consultant regarding the concept design for the donation. Town Council voted unanimously to accept the donation.

DISCUSSION:

Town staff has worked with Rotary to develop an agreement to allow for the donation to be constructed on Town property. The agreement addresses requirements for insurance and the parameters for the donated work. Rotary has continued to move forward with development of their project plans.

Exhibit A of the agreement in Attachment 1 contains project plans as of August 14, 2024. These plans are in draft form, representing the full scope of construction to be performed. Staff will continue to work with Rotary representatives to finalize the plans.

Exhibit B of the agreement in Attachment 1 is a fundraising plan provided by Rotary Los Gatos. The exhibit outlines those project elements for which Rotary will solicit donations, the dollar values of the project elements, and the method by which the donor will be honored.

PREPARED BY: Nicolle Burnham

Parks and Public Works Director

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

PAGE 2 OF 2

SUBJECT: Authorize Town Manager to Execute an Agreement with Los Gatos Rotary

Charities Foundation

DATE: August 29, 2024

CONCLUSION:

Authorizing the Town Manager to enter this agreement would allow Rotary Los Gatos to move forward with fundraising while continuing to work with staff to finalize the project plans.

COORDINATION:

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

FISCAL IMPACT:

Rotary is proposing to donate the materials and labor required to construct the project. Staff time to support the construction project and its ongoing maintenance will be via the Town's Operating Budget.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorically Exempt (Section 15304). A Notice of Exemption will be filed.

Attachment:

1. Agreement with Rotary, including Exhibits A and B

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification on August 17, 2024 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Rotary Club of Los Gatos ("Donor), a California C Corporation, whose address is PO Box 1018 Los Gatos, California 95031. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Donor has offered and Town agrees to accept the gift of an "Oak Grove" at Live Oak Manor Park.
- 1.2 The Donor represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Donor warrants it will provide the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement.

 Donor acknowledges Town has relied upon these warranties to retain Donor.

II. AGREEMENTS

- 2.1 Scope of Services. Donor shall provide the labor, material and resources required to deliver the donation as shown on the project plans, which is hereby incorporated by reference and attached as Exhibit A as a donation that is free of charge to the Town. Town understands that Donor may seek donated services from professional firms to complete the work. Donor warrants that all work will be performed to professional construction standards using volunteer labor, equipment and materials. If Donor pays any workers, Donor agrees to pay prevailing wages as required by state law and to require that the employer of the paid workers be registered with the Department of Industrial Relations
- 2.2 <u>Term and Time of Performance</u>. This contract will remain in effect upon execution to September 30, 2025. Donor shall perform or otherwise provide the services described in this agreement and as required to complete the work shown on Exhibit A. If, for any reason, Donor is unable to complete the work shown in Exhibit A, Donor will restore the site to its original condition. Town and Donor reserve the right to terminate this Agreement upon 30 days' notice.
- 2.3 <u>Compliance with Laws</u>. The Donor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Donor represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Donor to practice its profession. Donor shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- 2.4 <u>Sole Responsibility</u>. Donor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Donor by the Town and all reports and supportive data prepared by the Donor under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Donor's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Donor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Donor shall not make any of the these documents or information available to any individual or organization not employed by the Donor or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Donor pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Donor in connection with other projects shall be solely at Town's risk, unless Donor expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Donor which is and has been confirmed in writing by Donor to be a trade secret of Donor.
- 2.6 <u>Compensation</u>. Compensation by the Town for Donor's professional services **shall be \$0**, inclusive of all costs.
- 2.7 <u>Fundraising</u>. Town acknowledges that Donor will perform private fundraising activities to support construction of the project in accordance with the schedule outlined in Exhibit B. Funds raised shall be used for capital construction only. No money shall be provided to the Town by the Donor.
- 2.7 <u>Responsibility of the Town</u>: The Town agrees to work with the Donor throughout the course of project development, providing technical design guidance to ensure the completed Project meets the Town's design standards and maintenance requirements. Town agrees to periodically observe and guide the project during construction, and provide minor construction support (e.g., locating existing irrigation, etc.) if requested.
- 2.8 <u>Availability of Records</u>. Donor shall maintain the records supporting the donation for not less than three years following completion of the work under this Agreement. Donor shall make these records available to authorized personnel of the Town at the Donor's offices during business hours upon written request of the Town.
- 2.9 <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Donor.
- 2.10 <u>Independent Contractor</u>. It is understood that the Donor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not

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

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

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
 - i. Donor agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Donor agrees to provide evidence of and maintain for the duration of the contract, non-owned Automobile Liability insurance policy ensuring him/her

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

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Donor; products and completed operations of Donor, premises owned or used by the Donor.
- ii. The Donor's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Donor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Donor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 <u>Workers' Compensation</u>. In addition to these policies, Donor 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, Donor shall ensure that all subcontractors employed by Donor provide the required Workers' Compensation insurance for their respective employees.
- 3.4 <u>Indemnification</u>. The Donor shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time

arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a an act or omissions of the Donor, or any of the Donor's officers, employees, or agents or any sub-Donor.

IV. GENERAL TERMS

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

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

Town of Los Gatos

Attn: Town Clerk Rotary Club of Los Gatos

110 E. Main Street PO Box 1018

Los Gatos, CA 95030 Los Gatos, CA 95031

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

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

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

Town of Los Gatos by:	Donor by:	
Laurel Prevetti, Town Manager	Doug Brent, President	
Recommended by:	Recommended by:	
Nicolle Burnham	Mike Norcia	
Director of Parks and Public Works		
Approved as to Form:		
	<u> </u>	
Gabrielle Whelan, Town Attorney		
Attest:		
Wendy Wood, CMC, Town Clerk	<u> </u>	

LIVE OAK MANOR PARK

TOWN OF LOS GATOS, CALIFORNIA

PLANS WERE DESIGNED BY REFERENCING:

GRADING PLANS PREPARED BY <u>HMH</u> DATED: <u>AUGUST 2, 2024</u>.
 NO GEOTECHNICAL REPORT PROVIDED.

<u>NOTES</u>

SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE OR AGENCY ADOPTED WELO AS FOLLOWS:

- (A) SOIL SAMPLING SHALL BE CONDUCTED IN ACCORDANCE WITH LABORATORY PROTOCOL, INCLUDING PROTOCOLS REGARDING ADEQUATE SAMPLING DEPTH FOR THE INTENDED PLANTS.
- (B) THE SOIL ANALYSIS MAY INCLUDE: SOIL TEXTURE, INFILTRATION RATE DETERMINED BY LABORATORY TEST OR SOIL TEXTURE INFILTRATION RATE TABLE, PH, TOTAL SOLUBLE SALTS, SODIUM, PERCENT ORGANIC MATTER, AND RECOMMENDATIONS
- (2) THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL COMPLY WITH ONE OF THE FOLLOWING:

 (A) IF SIGNIFICANT MASS GRADING IS NOT PLANNED. THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO TI
- AGENCY AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE; OR

 (B) IF SIGNIFICANT MASS GRADING IS PLANNED, THE SOIL ANALYSIS REPORT SHALL BE SUBMITTED TO THE LOCAL
- AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.

 (3) THE SOIL ANALYSIS REPORT SHALL BE MADE AVAILABLE, IN A TIMELY MANNER, TO THE PROFESSIONALS PREPARING
 THE LANDSCAPE DESIGN PLANS AND IRRIGATION DESIGN PLANS TO MAKE ANY NECESSARY ADJUSTMENTS TO THE DESIGN
- (4) THE PROJECT APPLICANT, OR HIS/HER DESIGNEE, SHALL SUBMIT DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATIONS TO THE LOCAL AGENCY WITH CERTIFICATE OF COMPLETION.

CONTRACTOR MUST PROVIDE AN IRRIGATION AUDIT IN ACCORDANCE WITH TITLE 23 BY THE STATE DEPARTMENT OF WATER RESOURCES SECTION 492.12, OR LOCAL AGENCY APPROVED ORDINANCE: IRRIGATION AUDIT, IRRIGATION SURVEY, AND IRRIGATION WATER USE ANALYSIS PRIOR TO PROJECT ACCEPTANCE.

CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE WORK IS COMPLETE AND IN COMPLIANCE WITH THE MOST CURRENT CODES, ORDINANCES AND REQUIREMENTS OF THE GOVERNING AGENCY. HMH IS NOT RESPONSIBLE FOR CHANGES WHICH OCCUR TO THE CODES, ORDINANCES OR REQUIREMENTS AFTER THE GOVERNING AGENCY'S APPROVAL OR DURING INSTALLATION.

CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. HMH IS NOT RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONSTRUCTION CONTRACT DOCUMENTS, NOR RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES. OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.

AS REQUESTED BY THE OWNER, HMH WILL VISIT THE SITE AT INTERVALS APPROPRIATE TO THE STAGE OF CONSTRUCTION TO REVIEW THE PROGRESS AND QUALITY OF WORK AND TO DETERMINE IN GENERAL IF THE WORK IS BEING PERFORMED IN A MANNER INDICATING THAT THE WORK, WHEN COMPLETED, WILL BE IN SUBSTANTIAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS. HOWEVER, HMH WILL NOT MAKE EXHAUSTIVE OR CONTINUOUS ON-SITE OBSERVATIONS TO CHECK QUALITY OF THE WORK.

THERE IS NO WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED BY HMH FOR THE COMPLETION OF THE WORK OR THE QUALITY OF PERFORMANCE OF THE CONSTRUCTION CONTRACTOR(S).

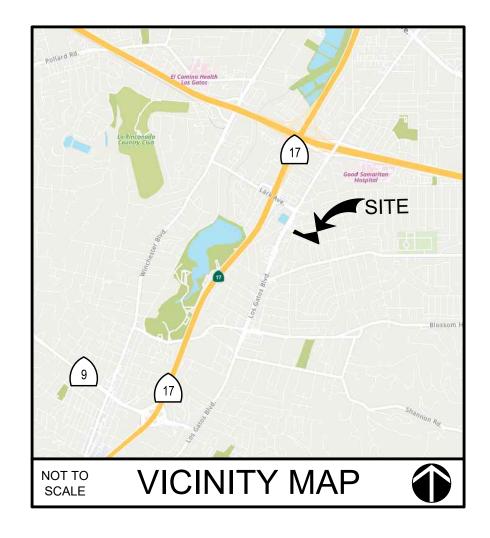
CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE CONTRACTOR'S BEST SKILL AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND HAVE CONTROL OVER CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK.

CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR ACTS AND OMISSIONS OF THE CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES, AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK UNDER A CONTRACT WITH CONTRACTOR.

IN THE EVENT OWNER CONSENTS TO, ALLOWS, AUTHORIZES OR APPROVES OF CHANGES TO ANY PLANS, SPECIFICATIONS, OR OTHER CONSTRUCTION DOCUMENTS, AND THESE ALTERATIONS ARE NOT APPROVED IN WRITING BY HMH, OWNER RECOGNIZES THAT SUCH ALTERATION AND THE RESULTS THEREOF ARE NOT THE RESPONSIBILITY OF HMH IN ADDITION, OWNER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HMH HARMLESS FROM ANY DAMAGE, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING FROM SUCH ALTERATIONS.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AT THE TIME THE PLANS WERE DRAFTED AND DO NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NONEXISTENCE OF SUCH UTILITIES. IN NORTHERN CALIFORNIA, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICES ALERT AT 1-800-642-2444 PRIOR TO PERFORMING ANY CONSTRUCTION WORK. IN OTHER AREAS, CONTRACTOR SHALL CONTACT A SIMILAR AGENCY/ORGANIZATION.

CONTRACTOR SHALL PROVIDE PROPER PROJECT MAINTENANCE AFTER THE PROJECT IS COMPLETE. ANY LACK OF OR IMPROPER MAINTENANCE MAY RESULT IN DAMAGE TO PROPERTY OR PERSONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESULTS OF ANY LACK OF OR IMPROPER MAINTENANCE.



INDEX OF DRAWINGS

TITLE **COVER SHEET** TREE PROTECTION PLAN TREE PROTECTION NOTES AND TREE PROTECTION FENCING DETAIL L1.1 LANDSCAPE PLAN MATERIALS LIST. CONSTRUCTION NOTES AND DETAILS L2.1 L3.1 PLANTING LEGEND AND NOTES L3.2 PLANTING DETAILS IRRIGATION PLAN IRRIGATION LEGEND AND NOTES IRRIGATION DETAILS LANDSCAPE SPECIFICATIONS

GRADING AND DRAINAGE PLAN

GOVERNING AGENCY

TOWN OF LOS GATOS:

PARKS DEPARTMENT 110 E. MAIN STREET LOS GATOS, CA 95030 (408) 354-6876

CONSULTANTS

LANDSCAPE ARCHITECT

HMH LANDSCAPE ARCHITECTURE 1570 OAKLAND ROAD SAN JOSE, CA 95131 (408) 487-2200

CIVIL ENGINEER:

HMH CIVIL ENGINEER 1570 OAKLAND ROAD SAN JOSE, CA 95131 (408) 487-2200

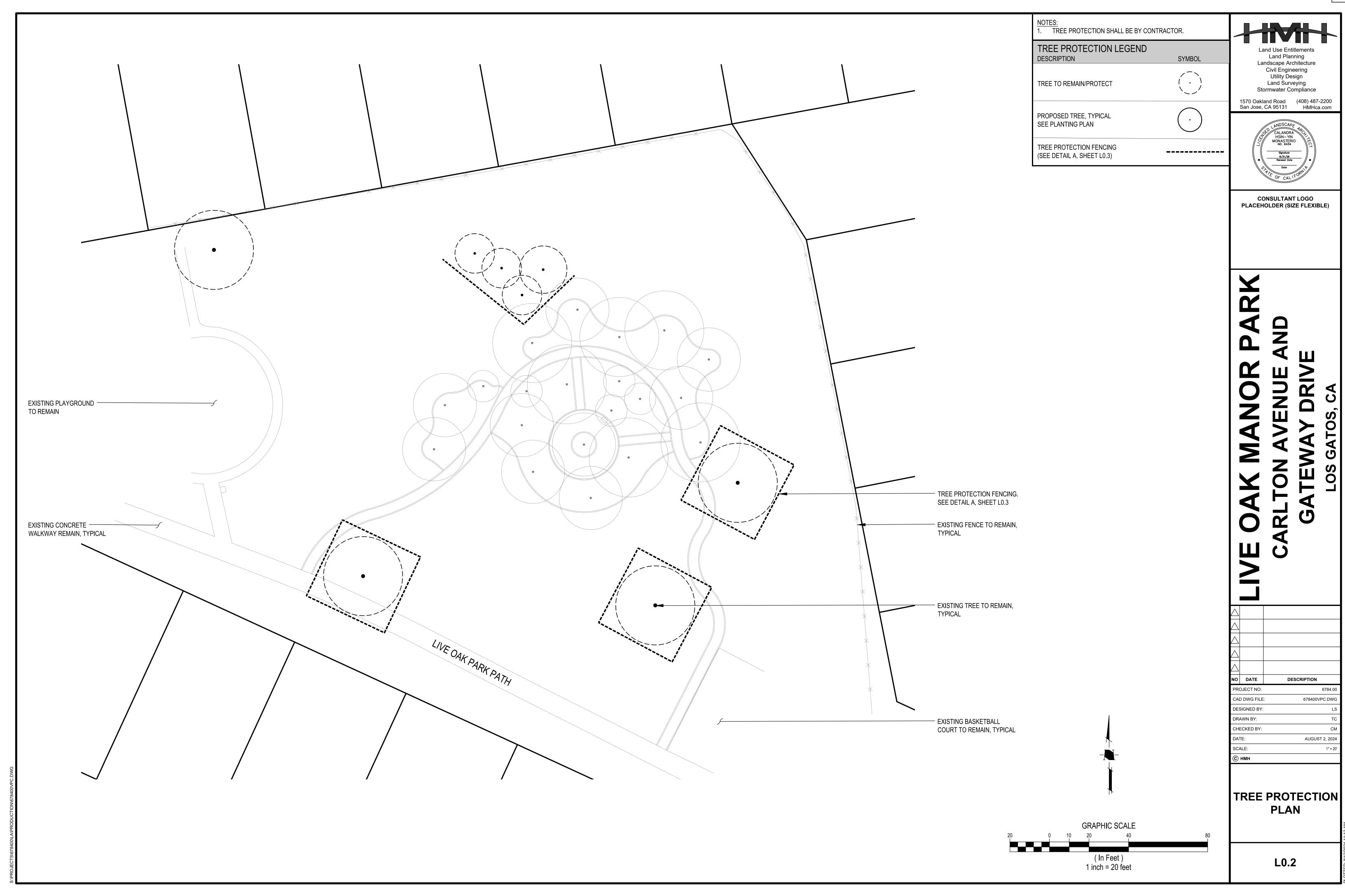
CALANDRA HSIN—YIN MONASTERIO NO. 6434 Signature 8/31/26 Renewal Date Date OF CALIFORNIA

E OAK MANOR PAR CARLTON AVENUE AND GATEWAY DRIVE

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10	DATE	DESCRIPTION
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CAI	D DWG FILE	: 678400CVC.DWG
DE:	D DWG FILE	: 678400CVC.DWG
DE:	D DWG FILE BIGNED BY: AWN BY: ECKED BY:	: 678400CVC.DWG LS HMH
CAI DES DR.	D DWG FILE BIGNED BY: AWN BY: ECKED BY:	: 678400CVC.DWG LS HMH CM
DE: DR.	D DWG FILE BIGNED BY: AWN BY: ECKED BY:	: 678400CVC.DWG LS HMH CM AUGUST 2, 2024

L0.1

COVER SHEET



TREE PROTECTION NOTES

SITE PREPARATION:

ALL EXISTING TREES SHALL BE FENCED WITHIN OR AT THE DRIP LINE (FOLIAR SPREAD) OF THE TREE. DEPENDING ON THE LOCATION OF THE TREE THE FENCING MAY NOT BE ABLE TO BE AT THE DRIPLINE. EXAMPLES OF THIS WOULD BE PUBLIC RIGHT OF WAY, NEAR PROPERTY LINES OR AROUND EXISTING STRUCTURES TO REMAIN. WHERE COMPLETE DRIP LINE FENCING IS NOT POSSIBLE, THE ADDITION OF STRAW WADDLES AND ORANGE SNOW FENCING WRAPPING THE TRUNK SHALL BE INSTALLED PER THE TREE PROTECTION DETAIL. THE FENCE SHOULD BE A MINIMUM OF SIX FEET HIGH, MADE OF GALVANIZED 11-GAUGE WIRE MESH WITH GALVANIZED POSTS OR ANY MATERIAL SUPERIOR IN QUALITY. A TREE PROTECTION ZONE (TPZ) SIGN SHALL BE AFFIXED TO FENCING AT APPROPRIATE INTERVALS AS DETERMINED BY THE ARBORIST ON SITE. SEE TREE PROTECTION DETAIL FOR ADDITIONAL INFORMATION, INCLUDING TREE PROTECTION ZONE SIGN. IF THE FENCE IS WITHIN THE DRIP LINE OF THE TREES, THE FOLIAR FRINGE SHALL BE RAISED TO OFFSET THE CHANCE OF LIMB DAMAGE FROM ACTIVE CONSTRUCTION.

ACTIVE CONSTRUCTION:

ALL CONTRACTORS, SUBCONTRACTORS AND OTHER PERSONNEL SHALL BE WARNED THAT ENCROACHMENT WITHIN THE FENCED AREA AND DRIPLINE IS PROHIBITED WITHOUT THE CONSENT OF THE CERTIFIED ARBORIST ON THE JOB. THIS INCLUDES, BUT IS NOT LIMITED TO, STORAGE OF LUMBER AND OTHER MATERIALS, DISPOSAL OF PAINTS, SOLVENTS OR OTHER NOXIOUS MATERIALS, PARKED CARS, GRADING EQUIPMENT OR OTHER HEAVY EQUIPMENT. IF CONSTRUCTION ACTIVITY NEEDS TO HAPPEN IN THE TPZ THE FENCE CAN BE MOVED TEMPORARILY FOR DELIVERY OF CONSTRUCTION MATERIALS. THE CONTRACTOR SHOULD MAKE ACCOMMODATIONS TO OFF LOAD ITEMS SUCH AS TRUSSES, TIMBER, PLASTERBOARD, WALLBOARD, CONCRETE, GYPSUM BOARD, FLOORING, ROOFING OR ANY OTHER HEAVY CONSTRUCTION MATERIAL OUTSIDE THE FOLIAR SPREAD OF THE TREE SO THERE IS NO HEAVY EQUIPMENT NEEDED THAT COULD CAUSE DAMAGE TO THE CANOPY OF THE TREE OR COMPACT THE ROOT ZONE. THE TREE PROTECTION FENCING SHOULD BE REESTABLISHED PER THE PLANS AND DETAILS IMMEDIATELY AFTER ANY ACTIVITY THROUGH THE TPZ. PENALTIES, BASED ON THE COST OF REMEDIAL REPAIRS AND THE EVALUATION GUIDE PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE, SHALL BE ASSESSED FOR DAMAGES TO THE TREES.

GRADING/EXCAVATING:

ALL GRADING PLANS THAT SPECIFY GRADING WITHIN THE DRIP LINE OF ANY TREE, OR WITHIN THE DISTANCE FROM THE TRUNK AS OUTLINED IN THE SITE PREPARATION SECTION ABOVE WHEN SAID DISTANCE IS OUTSIDE THE DRIP LINE, SHALL FIRST BE REVIEWED BY A CERTIFIED ARBORIST. PROVISIONS FOR AERATION, DRAINAGE, PRUNING, TUNNELING BENEATH ROOTS, ROOT PRUNING OR OTHER NECESSARY ACTIONS TO PROTECT THE TREES SHALL BE OUTLINED BY AN ARBORIST. IF TRENCHING IS NECESSARY WITHIN THE AREA AS DESCRIBED ABOVE, SAID TRENCHING SHALL BE UNDERTAKEN BY HAND LABOR AND DUG DIRECTLY BENEATH THE TRUNK OF THE TREE. ALL ROOTS 2 INCHES OR LARGER SHALL BE TUNNELED UNDER AND OTHER ROOTS SHALL BE CUT SMOOTHLY TO THE TRUNK SIDE OF THE TRENCH. THE TRUNK SIDE SHOULD BE DRAPED IMMEDIATELY WITH TWO LAYERS OF UNTREATED BURLAP TO A DEPTH OF 3 FEET FROM THE SURFACE. THE BURLAP SHALL BE SOAKED NIGHTLY AND LEFT IN PLACE UNTIL THE TRENCH IS BACK FILLED TO THE ORIGINAL LEVEL. AN ARBORIST SHALL EXAMINE THE TRENCH PRIOR TO BACK FILLING TO ASCERTAIN THE NUMBER AND SIZE OF ROOTS CUT, SO AS TO SUGGEST THE NECESSARY REMEDIAL REPAIRS.

REMEDIAL REPAIRS:

AN ARBORIST SHALL HAVE THE RESPONSIBILITY OF OBSERVING ALL ONGOING ACTIVITIES THAT MAY AFFECT THE TREES AND PRESCRIBING NECESSARY REMEDIAL WORK TO ENSURE THE HEALTH AND STABILITY OF THE TREES. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL ARBORIST ACTIVITIES BROUGHT OUT IN THE PREVIOUS SECTIONS. IN ADDITION, PRUNING, AS OUTLINED IN INTERNATIONAL SOCIETY OF ARBORICULTURE BEST MANAGEMENT PRACTICES: PRUNING AND ANSI A300 PART 1 STANDARD PRACTICES: PRUNING, SHALL BE PRESCRIBED AS NECESSARY. FERTILIZING, AERATION, IRRIGATION, PEST CONTROL AND OTHER ACTIVITIES SHALL BE PRESCRIBED ACCORDING TO THE TREE NEEDS, LOCAL SITE REQUIREMENTS, AND STATE AGRICULTURAL PEST CONTROL LAWS. ALL SPECIFICATIONS SHALL BE IN WRITING. FOR PEST CONTROL OPERATIONS, CONSULT THE LOCAL COUNTY AGRICULTURAL COMMISSIONER'S OFFICE FOR INDIVIDUALS LICENSED AS PEST CONTROL ADVISORS OR PEST CONTROL OPERATORS.

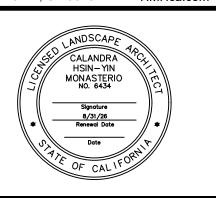
FINAL INSPECTION:

UPON COMPLETION OF THE PROJECT, THE ARBORIST SHALL REVIEW ALL WORK UNDERTAKEN THAT MAY IMPACT THE EXISTING TREES. SPECIAL ATTENTION SHALL BE GIVEN TO CUTS AND FILLS, COMPACTING, DRAINAGE, PRUNING AND FUTURE REMEDIAL WORK. AN ARBORIST SHOULD SUBMIT A FINAL REPORT IN WRITING OUTLINING THE ONGOING REMEDIAL CARE FOLLOWING THE FINAL INSPECTION.

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying

Stormwater Compliance

1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com



CONSULTANT LOGO
PLACEHOLDER (SIZE FLEXIBLE)

Y Y Q N

FWAY DRING OS GATOS, CA

NO DATE DESCRIPTION

PROJECT NO: 6784.0

CAD DWG FILE: 678400VPC.DW

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE:

AUGUST 2, 202

SCALE:

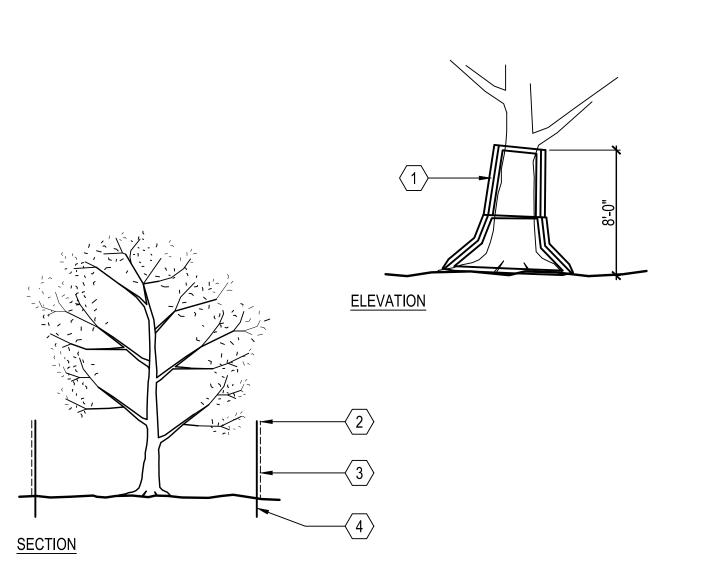
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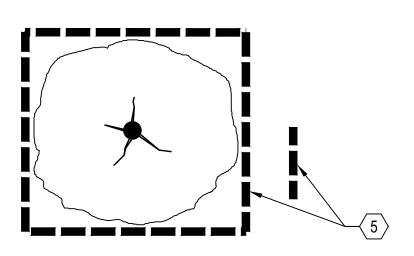
TREE PROTECTION
NOTES AND TREE
PROTECTION
FENCING DETAIL

L0.3

IOTES:

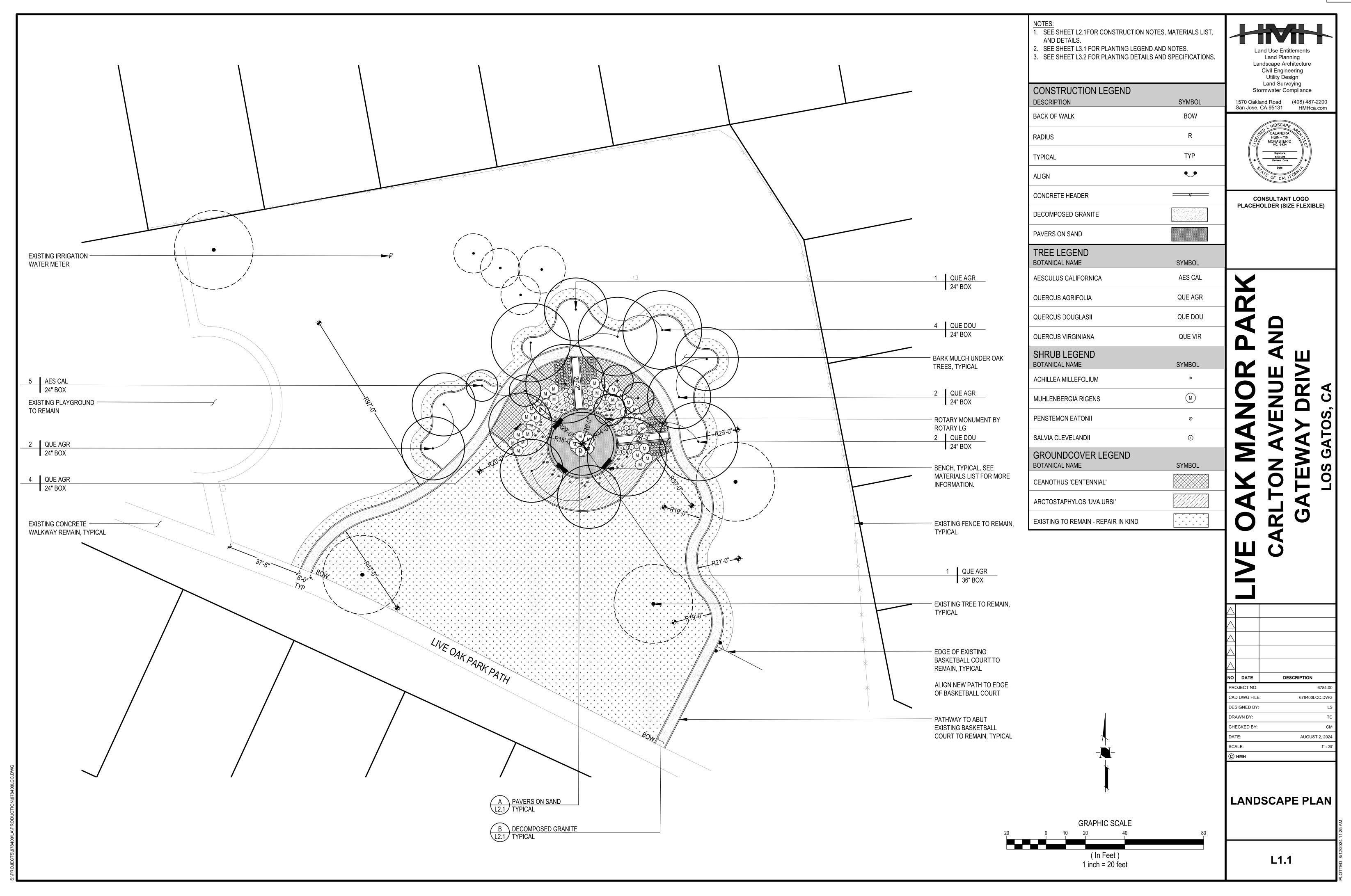
- 1. CONSTRUCTION PERIOD PROTECTION FOR TREES SHOULD BE PROVIDED BEFORE GRADING OR OTHER EQUIPMENT IS ALLOWED ON THE PROPERTY.
- 2. WHEN CONSTRUCTION IS TO TAKE PLACE BENEATH A TREE CANOPY ON ONE SIDE, THE FENCE SHOULD BE SITED 2 TO 3 FEET BEYOND THAT CONSTRUCTION, BUT BETWEEN CONSTRUCTION AND THE TREE TRUNK.
- 3. IF CONSTRUCTION OR PAVING IS TO TAKE PLACE THROUGHOUT THE AREA BENEATH CANOPY, AND DRIP LINE FENCING IS NOT PRACTICAL, SNOW FENCING SHOULD BE USED TO PROTECT THE TRUNKS FROM DAMAGE.
- 1 SNOW FENCING THREE LAYERS OF WIRE AND LATH SNOW FENCING TO 8 FEET ABOVE GROUND ON TREES WHERE CONSTRUCTION WILL TAKE PLACE BENEATH THE CANOPY.
- TOP OF FENCE WITH FLUORESCENT FLAGGING TAPE HUNG EVERY 10 FEET
- 6' CHAIN LINK OR WELDED WIRE MESH
- 8' FENCE POST OF 2" DIAMETER GI PIPE OR T-ANGLE POST
- FENCE PLACED AT DRIP LINE OR 50% GREATER THAN THE TREE CANOPY RADIUS WHERE POSSIBLE

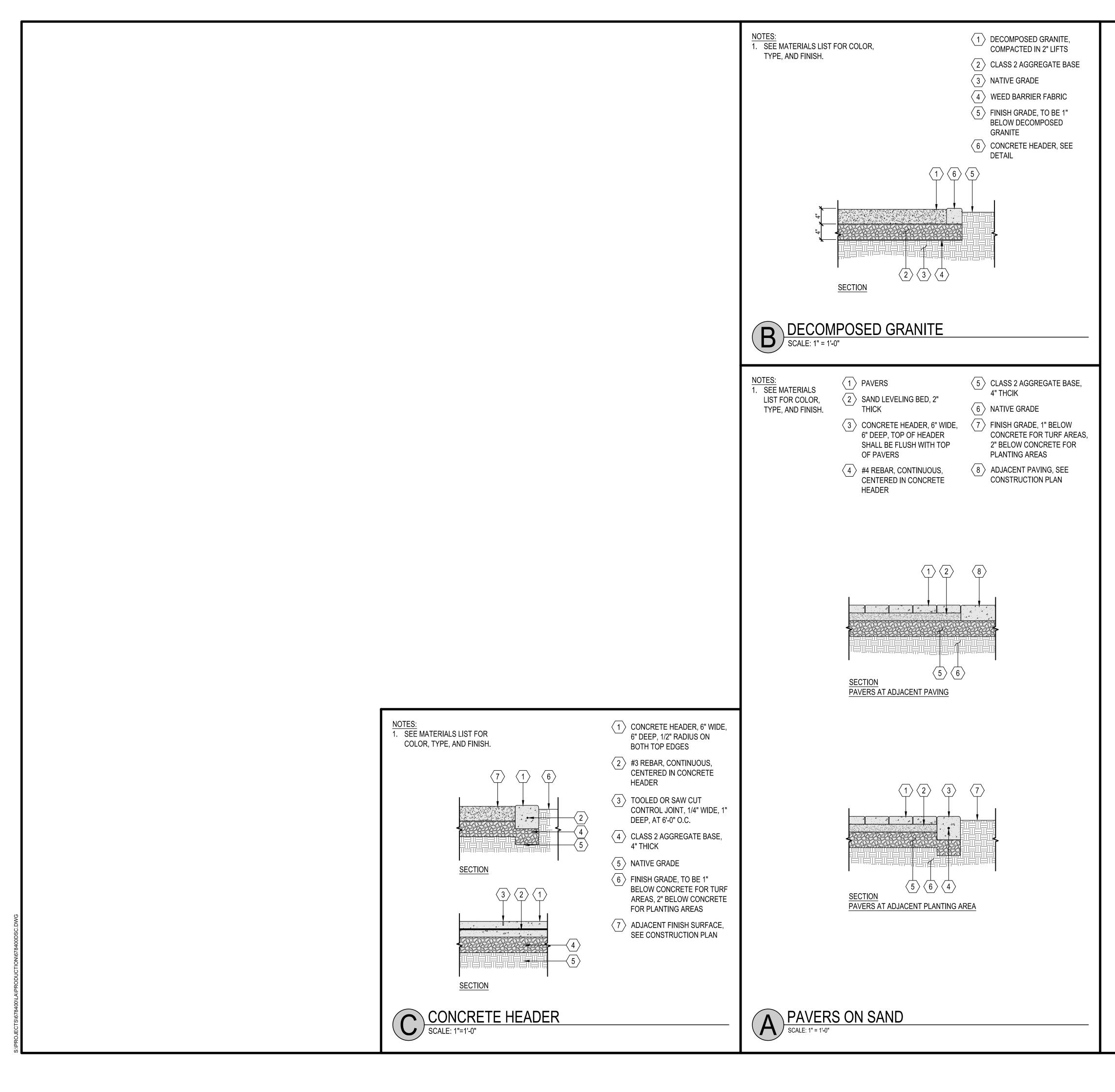




TREE PROTECTION FENCING

SCALE: NOT TO SCALE





CONSTRUCTION PLAN NOTES

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE INSTALLATION OF ALL IMPROVEMENTS AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.

CONTRACTOR SHALL REVIEW ALL EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID AND PRIOR TO COMMENCING INSTALLATION. IF ANY DISCREPANCIES EXIST, THEY SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND STAKING ALL SEWER, WATER AND UTILITY LINES ABOVE OR BELOW GRADE THAT MIGHT BE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED FOR REPAIR, RESTORATION, OR REPLACEMENT OF AFOREMENTIONED UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS.

DEVIATIONS BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.

HARDSCAPE AND STRUCTURAL ELEMENTS SHALL BE PLACED PER GEOTECHNICAL SOILS REPORT. IF SUCH REPORT IS UNAVAILABLE, CONTRACTOR SHALL DISCUSS PLACEMENT ON SUITABLE GRADE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, ALL MATERIALS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF OFF-SITE.

COSTS INCURRED DUE TO REPAIR, RESTORATION, OR REPLACEMENT OF EXISTING IMPROVEMENTS WHICH ARE DESIGNATED "TO BE PROTECTED" OR "TO REMAIN" WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, MATERIALS TO BE PURCHASED AND FURNISHED BY THE CONTRACTOR SHALL BE NEW.

CONCRETE INDICATED FOR SAWCUTTING AND REMOVAL SHALL BE CUT TO A TRUE LINE WITH NEATLY SAWED EDGES. IF A SAWCUT IS WITHIN THREE FEET (3') OF AN EXISTING EXPANSION OR CONTROL JOINT, CONCRETE SHALL BE REMOVED TO THAT NEAREST JOINT.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, MANUFACTURER'S CUT OR DATA SHEETS FOR APPROVAL PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL FURNISH TO THE OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.

ABANDONED PIPES SHALL BE CAPPED OR PLUGGED IN A MANNER APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

MATERIALS LIST

CONCRETE HEADER: SHALL BE NATURAL GREY WITH SMOOTH TROWEL FINISH.

PAVERS ON SAND: CONCRETE HEADER SHALL BE NATURAL COLOR WITH SMOOTH TROWEL FINISH. PAVER STONES SHALL BE BELDEN BRICK COMPANY 4X8 TAN BRICK. DONOR ENGRAVING BY POLAR ENGRAVING. WWW.POLARENGRAVING.COM

<u>DECOMPOSED GRANITE</u>: SHALL BE LYNGSO CALIFORNIA GOLD WITH POLYPAVEMENT STABILIZER. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. ADD ADDITIONAL SURFACE BINDER. SURFACE BINDER: SHALL BE POLYPAVEMENT. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

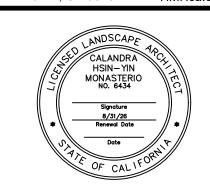
BENCH: VICTOR STANLEY MODEL 8. WOOD SLAT. 6' LENGTH. CENTER ARMREST. 3 TOTAL PER PLAN.

MONUMENT ITEM: PER ROTARY LOS GATOS

Land Use Entitlements Land Planning Landscape Architecture Civil Engineering

Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road San Jose, CA 95131 (408) 487-2200 HMHca.com



SAK MANOR PAF SLTON AVENUE AND SATEWAY DRIVE

LOS

NO DATE DESCRIPTION

PROJECT NO: 6784.00

CAD DWG FILE: 678400DSC.DWG

DESIGNED BY: LS

DRAWN BY: HMM

CHECKED BY: CM

CONSTRUCTION NOTES, MATERIALS LIST AND DETAILS

AUGUST 2, 2024

AS NOTED

L2.1

PLANTING PLAN NOTES

CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL PLANT MATERIAL AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.

UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, STRUCTURAL IMPROVEMENTS AND HARDSCAPE SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.

PLANT LIST ON THE DRAWINGS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL TAKEOFF AND VERIFY SIZES AND QUANTITIES BY PLAN CHECK.

A SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO THE CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. THE SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) OR LOCAL AGENCY ADOPTED WELO. CONTRACTOR SHALL OBTAIN A SOILS MANAGEMENT REPORT AFTER GRADING OPERATIONS AND PRIOR TO PLANT INSTALLATION.

SAMPLES OF FERTILIZERS, ORGANIC AMENDMENT, SOIL CONDITIONERS, AND SEED SHALL BE SUBMITTED PRIOR TO INCORPORATION. CONTRACTOR SHALL FURNISH TO THE OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.

ALL WORK ON THE IRRIGATION SYSTEM, INCLUDING HYDROSTATIC, COVERAGE, AND OPERATIONAL TESTS AND THE BACKFILLING AND COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.

LOCATIONS OF PLANT MATERIAL SHALL BE REVIEWED ON SITE BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.

TREES SHALL BE PLANTED NO CLOSER THAN TEN FEET (10') FROM UTILITIES.

TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE OR STRUCTURES SHALL BE INSTALLED WITH A ROOT BARRIER AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR MUST CONTACT THE TOWN OF LOS GATOS ARBORIST TO VERIFY SPECIES (EVEN IF SHOWN ON THE PLANS), LOCATIONS, AND QUANTITIES OF ALL STREET TREES PRIOR TO ORDERING MATERIAL. IF STREET TREES ARE TO BE PLANTED IN TREE WELLS, FINAL LOCATION OF TREE WELLS SHALL BE DETERMINED BY THE ARBORIST PRIOR TO INSTALLATION OF SIDEWALK.

ALL PLANTING AREAS TO RECEIVE 3" THICK BARK MULCH LAYER. CONTRACTOR SHALL PROVIDE SAMPLE OF PROPOSED BARK MULCH FOR APPROVAL. BARK MULCH SHALL BE LYNGSO SMALL FIR BARK (3/4" TO 1-1/2") OR APPROVED EQUAL.

ALL PLANT MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)

FOR STANDARD FORM TREES, CALIPER SIZE SHALL BE MEASURED 6" ABOVE THE SOIL LINE FOR CALIPERS EQUAL TO OR LESS THAN 4" FOR CALIPERS GREATER THAN 4", CALIPER SHALL BE MEASURES 12" ABOVE THE SOIL LINE. FOR MULTI-TRUNK TREES THE CALIPER SHALL BE ESTABLISHED BY TAKING THE AVERAGE OF THE CALIPER OF THE TWO LARGEST TRUNKS.

CALIPER IS MEASURED 6" ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6" ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL.

CALIPER SIZES STANDARDS:

15 GALLON: 0.75-1.25" 24" BOX: 1.25-2"

36" BOX: 2-3.5" 48" BOX: 3.5-5"

60" BOX: 4-6"

WATER NEEDS CATEGORY BASED ON WUCOLS IV (JANUARY 2014) LANDSCAPE COEFFICIENT METHOD:

CATEGORY PERCENTAGE OF ETO

(H) HIGH: 0.7-0.9 (M) MEDIUM: 0.4-0.6 (L) LOW: 0.1-0.3

(VL) VERY LOW: <0.1

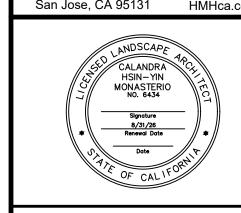
PROPOSED PLANT PALETTE

SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	HxW	WUCOLS	NOTES
TREES							
AES CAL	05	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	24" BOX	20'X20'	VL	STANDARD FOR
QUE AGR	09	QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'X40'	VL	STANDARD FOR
QUE DOU	06	QUERCUS DOUGLASII	BLUE OAK	24" BOX	40'X50'	VL	STANDARD FOR
SHRUBS							
•	52	ACHILLEA MILLEFOLIUM	YARROW	1 GALLON	1' X 2'	L	
M	38	MUHLENBERGIA RIGENS	DEERGRASS	1 GALLON	3' X 5'	L	
•	176	PENSTEMON EATONII	FIRECRACKER PENSTEMON	1 GALLON	3' X 3'	L	
(3)	28	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GALLON	3' X 5'	L	
GROUNDCOVERS							
	1552 SF	CEANOTHUS 'CENTENNIAL'	CENTENNIAL CEANOTHUS	1 GALLON	SPREADING	L	
	1996SF	ARCTOSTAPHYLOS 'UVA URSI'	RED BEARBERRY	1 GALLON	SPREADING	L	
\(\psi \ \psi \psi	AS NEEDED	EXISTING TURF TO REMAIN - REPAIR IN KIND AS NEEDED					

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road
San Jose, CA 95131

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RLTON AVEN GATEWAY DI

D DATE DESCRIPTION

ROJECT NO: 6784.00

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CAD DWG FILE: 678400LDC.DWG

DESIGNED BY: LS

DRAWN BY: HMH

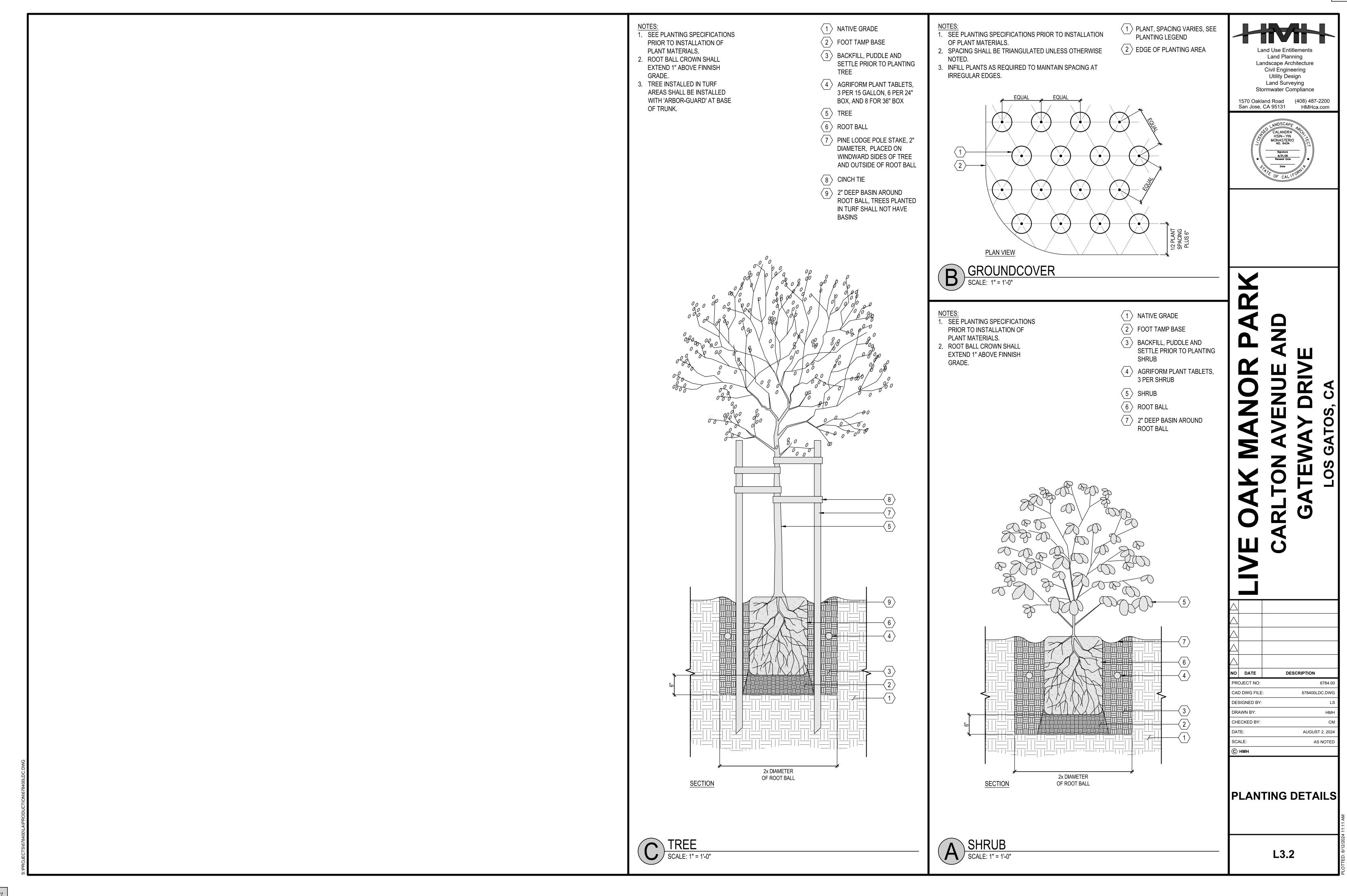
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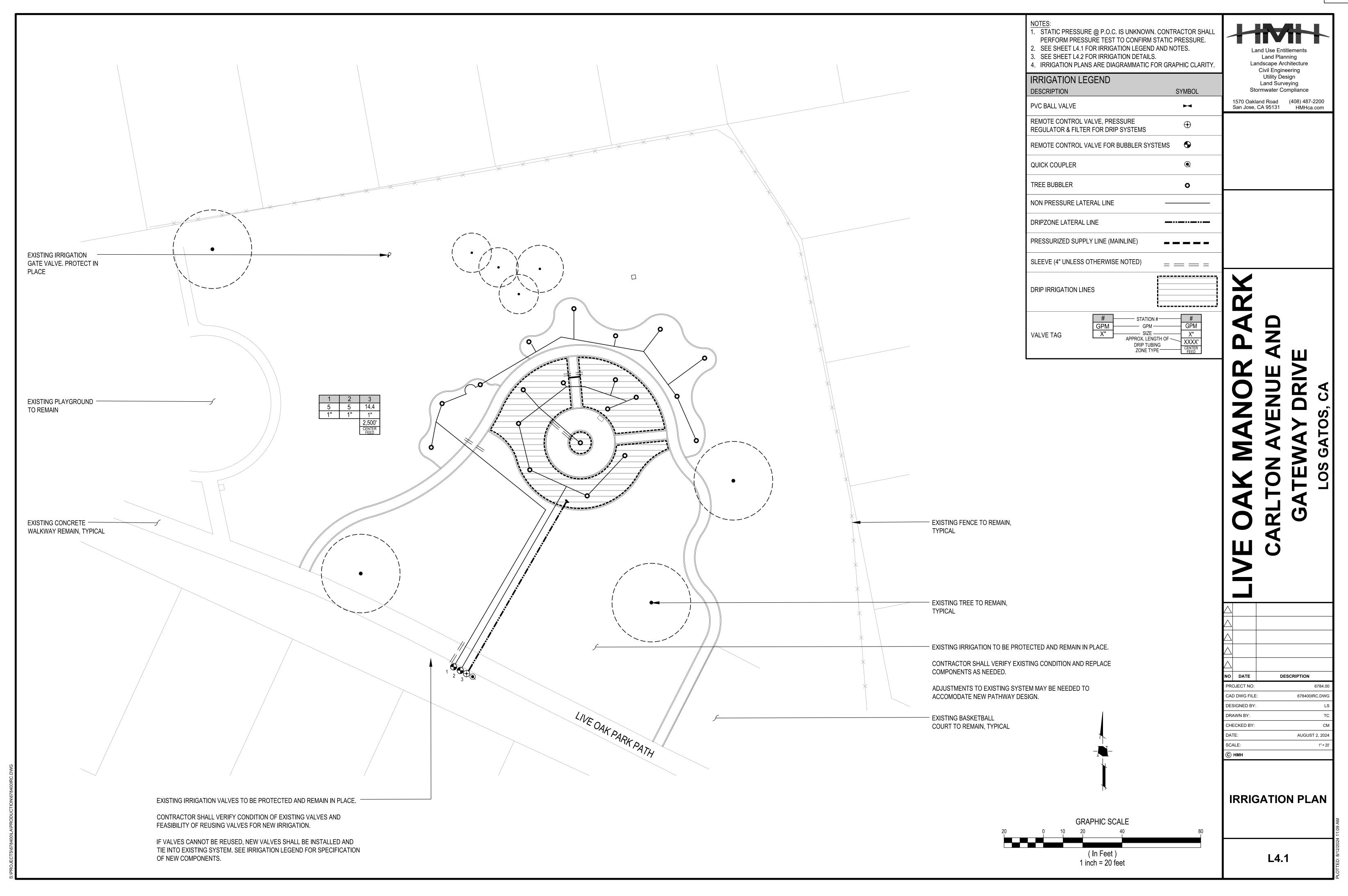
DATE: AUGUST 2, 2024

SCALE: NONE

PLANTING LEGEND AND NOTES

L3.1





Land Use Entitlements

Land Planning Landscape Architecture Civil Engineering

Utility Design

Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200

CALANDRA

8/31/26 Renewal Date

San Jose, CA 95131

IRRIGATION NOTES

- 1. CONTRACTOR SHALL CONNECT P.O.C. FROM DOWNSTREAM OF WATER METER AND COMPLETE THE ENTIRE SYSTEM AS SHOWN ON THE PLANS AND SPECIFICATIONS.
- 2. DRAWINGS ARE DIAGRAMMATIC AND DO NOT NECESSARILY INDICATE ALL THE OFFSETS AND FITTINGS REQUIRED FOR A COMPLETE IRRIGATION SYSTEM. THE IRRIGATION SYSTEM SHALL BE INSTALLED WITHIN A PLANTING AREA WHEREVER POSSIBLE. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENTS NECESSARY TO CONFORM TO ACTUAL FIELD CONDITIONS.
- 3. EQUIPMENT INCLUDING MAIN, LATERALS, AND VALVES SHOWN IN HARDSCAPE AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED WHENEVER POSSIBLE WITHIN PLANTED AREAS A REASONABLE. REACHABLE DISTANCE FROM HARDSCAPE OR TURF AREAS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- . CONTRACTOR SHALL INSTALL WIRE AND PIPE UNDER HARDSCAPE AREAS IN SEPERATE P.V.C. SCHEDULE 40 SLEEVES. CONTRACTOR SHALL COORDINATE PIPING AND SLEEVING LOCATION PRIOR TO HARDSCAPE INSTALLATION. SLEEVING SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES. WHEREVER POSSIBLE, CONTROL WIRES SHALL OCCUPY THE SAME TRENCH AS PIPES. EACH CONTROLLER SHALL HAVE AN INDEPENDENT GROUND WIRE.
- "I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN." INSTALL IRRIGATION SYSTEM IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES.
- 6. THE EXISTING WATER PRESSURE AT THE PROPOSED WATER METER LOCATION RANGES FROM XX TO XX P.S.I. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND WATER PRESSURE. IF ANY DISCREPANCY EXISTS BETWEEN DESIGN AND ACTUAL FIELD CONDITIONS NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING FOR A DECISION BEFORE PROCEEDING WITH THE INSTALLATION.
- SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE (P.S.I.) AND A MAXIMUM DEMAND (G.P.M.) AS SHOWN AT EACH POINT OF CONNECTION ON THE DRAWINGS. CONTRACTOR SHALL VERIFY PRESSURE AND DEMAND AT EACH POINT OF CONNECTION PRIOR TO COMMENCING INSTALLATION AND SUBMIT SUCH IN WRITING TO THE OWNER'S AUTHORIZED REPRESENTATIVE. IF ANY DISCREPANCIES EXIST, THEY SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- . CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE AND EFFECTIVE COVERAGE OF ALL PLANTING AREAS. DURING THE MAINTENANCE PERIOD, IT IS THE RESPONSIBILITY OF THE LANDSCAPE MAINTENANCE CONTRACTOR TO ENSURE ALL PLANT MATERIAL RECEIVES AS MUCH WATER AS IS NECESSARY FOR ESTABLISHMENT AND TO SUSTAIN GOOD PLANT HEALTH.
- 10. CONTRACTOR SHALL FLUSH ALL LINES AND ADJUST IRRIGATION SYSTEM FOR OPTIMUM PERFORMANCE IN ACCORDANCE WITH THE SPECIFICATIONS. COSTS INCURRED DUE TO ANY ADJUSTMENTS FOR 100% COVERAGE, INCLUDING THOSE REQUESTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 11. CONTRACTOR SHALL COORDINATE INSTALLATION OF THE IRRIGATION SYSTEM WITH THE LAYOUT AND INSTALLATION OF THE PLANT MATERIAL TO ENSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. THE IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO THE INSTALLATION OF ANY PLANT MATERIALS.
- 12. TRENCHING DEPTHS FOR IRRIGATION PIPES SHALL BE AS FOLLOWS: MAIN = 24", ALL LATERALS = 12". ALL DIMENSIONS ARE FROM THE TOP OF THE PIPE. PROVIDE A MINIMUM 3" SAND ENVELOPE AROUND ALL MAINLINE PIPE.
- 13. MINIMUM LATERAL SIZE SHALL BE 3/4". SEE PIPE SIZING CHART FOR SIZING.
- 14. IF SETTLEMENT OCCURS ALONG TRENCHES AND ADJUSTMENT(S) TO PIPES, VALVES, OR HEADS IS REQUIRED, THE CONTRACTOR, AS PART OF WORK UNDER THIS CONTRACT, SHALL MAKE ALL ADJUSTMENTS WITHOUT EXTRA COSTS TO THE OWNER.
- 15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FILL AND REPAIR ALL DEPRESSIONS AND REPLACE ALL NECESSARY LAWN AND/OR PLANTING DUE TO THE SETTLEMENT OF IRRIGATION FOR ONE YEAR FOLLOWING THE ACCEPTED COMPLETION OF MAINTENANCE.
- 16. CONTRACTOR SHALL GUARANTEE THAT ALL MATERIAL, EQUIPMENT, AND WORKMANSHIP FURNISHED BY HIM BE FREE OF DEFECTS FOR ONE YEAR FOLLOWING THE ACCEPTED COMPLETION OF MAINTENANCE. CONTRACTOR SHALL BE LIABLE FOR REPAIRS AND REPLACEMENT OF FAILED MATERIAL DURING THIS GUARANTEE PERIOD.
- 17. ALL PLASTIC FITTINGS SHALL BE A MINIMUM OF 18" APART TO FACILITATE REMOVAL AND REPLACEMENT OF INDIVIDUAL FITTINGS.
- 18. SPLICING OF 24 VOLT WIRES WILL NOT BE PERMITTED EXCEPT IN VALVE BOXES. CONTRACTOR TO LEAVE A 24" COIL OF EXCESS WIRE AT EACH SPLICE AND EVERY 100' ON CENTER ALONG WIRE RUN. TAPE WIRE BUNDLES 10' ON CENTER. NO TAPING WILL BE PERMITTED INSIDE SLEEVES. WIRE CONNECTORS SHALL BE SCOTCH DBY OR APPROVED EQUAL, INSTALLED IN ACCORDANCE WIT MANUFACTURER'S INSTRUCTIONS.
- 19. CONTROL VALVES SHALL BE SIZED AS DESIGNATED ON THE DRAWINGS AND SHALL BE INSTALLED IN VALVE BOXES AS INDICATED IN THE DETAILS. BOXES SHALL BE SET FLUSH WITH THE FINISH GRADE OR SURFACE AND PERMANENTLY MARKED AS INDICATED IN THE DETAILS.
- 20. EXACT LOCATION OF CONTROLLERS TO BE DETERMINED AT JOB SITE BY PROJECT MANAGER. USE THIN WALL METAL CONDUIT ABOVE GRADE AND IN GARAGES. PAINT ALL CONDUIT TO MATCH BUILDING OR WALL COLOR. USE WATERPROOF CONNECTIONS FOR OUTDOOR INSTALLATION. INSTALL PER MANUFACTURERS SPECIFICATIONS. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLER TO IRRIGATE USING MULTIPLE REPEAT CYCLES OF SHORT DURATION. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SLOPE/SOIL EROSION DUE TO PROLONGED APPLICATIONS OF WATER. FOR CONTROL WIRE INSTALLED IN GARAGE, COORDINATE WITH ELECTRICAL ENGINEER AND PROJECT ELECTRICIAN FOR CONNECTIONS BETWEEN PODIUM OR WALL PENETRATIONS TO IRRIGATION CONTROLLER LOCATION(S).
- 21. CONTROL WIRES SHALL BE 14 GAUGE (RED). SEPARATE WIRES SHALL RUN FROM THE CONTROLLER TO EACH VALVE. COMMON GROUND WIRES SHALL BE 12 GAUGE (WHITE) ALL CONTROL WIRES LEADING FROM VALVES TO CONTROLLER SHALL BE LOOPED-UP A MINIMUM OF 30" INTO EVERY VALVE BOX INTERCEPTED ON THE WAY TO THE CONTROLLER.
- 22. CONTRACTOR TO COORDINATE CONTROLLER POWER HOOK-UP WITH PROJECT ELECTRICIAN. THE GENERAL CONTRACTOR SHALL COORDINATE HIS PORTION OF WORK WITH THE UNDERGROUND ELECTRICAL CONTRACTOR TO MINIMIZE CONFLICTS.
- 23. FINAL LOCATION FOR BACKFLOW PREVENTION DEVICES SHALL BE APPROVED BY THE OWNERS AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLING. CONTRACTOR SHALL NOTIFY ALL LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.
- 24. BUBBLERS SHALL BE LOCATED ON THE UPHILL SIDE OF TREES.
- 25. ALL WATER TO DRAIN AWAY FROM BUILDING PER LOCAL BUILDING CODE.
- 31. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OF DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- 32. A LAMINATED, COLOR CODED, REDUCED SIZE IRRIGATION PLAN SHALL BE FURNISHED TO THE OWNER AFTER FINAL ACCEPTANCE. PLACE ANOTHER LAMINATED COPY INSIDE THE CONTROLLER CABINET DOOR.
- 33. LANDSCAPE CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR PRIOR TO DEMOLITION OR PROTECTION OF EXISTING MAINLINE AND CONTROLLER WIRE FOR FUTURE USE.
- 34. IF THE INTENT IS TO DEMO ANY IRRIGATION EQUIPMENT IN NEW CONSTRUCTION AREA, LANDSCAPE CONTRACTOR SHALL SUPPLY ALL NEW MAINLINE AND CONTROLLER WIRE TO NEW REMOTE CONTROL VALVE AS DESIGNED PER THIS PLAN, TYPICAL.
- 35. CONTRACTOR SHALL INSTALL DRIPLINE ON SLOPES PER MANUFACTURERS RECOMMENDATIONS WITH 25% INCREASED SPACING AT BOTTOM 1/3 OF SLOPE.
- 36. CONTRACTOR MUST PROVIDE AN IRRIGATION AUDIT IN ACCORDANCE WITH LOCAL WELO AND TITLE 23 DEPARTMENT OF WATER RESOURCES SECTION 492.12: IRRIGATION AUDIT, IRRIGATION SURVEY, AND IRRIGATION WATER USE ANALYSIS PRIOR TO PROJECT ACCEPTANCE.
- 37. CONTRACTOR SHALL PROVIDE A CERTIFICATE OF COMPLETION AS REQUIRED TO THE LOCAL REVIEWING AGENCY. SEE CALIFORNIA CODE OF REGULATIONS TITLE 23 WATERS DIVISION 2 DEPARTMENT OF WATER RESOURCES CHAPTER 2.7 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE APPENDIX C.
- 38. SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE OR AGENCY ADOPTED WELO.
- 39. CONTRACTOR IS RESPONSIBLE FOR HAND WATERING INCLUDING BUT NOT LIMITED TO THE FOLLOWING AREAS DURING PLANT ESTABLISHMENT: BIO-CELL AREAS, SODDED AREAS. THESE AREAS WILL NEED SUPPLEMENTAL HAND WATERING IF THEY ARE IRRIGATED BY DRIP UNTIL ROOTS ARE ESTABLISHED AS DRIP IRRIGATION MAY NOT PROVIDE SUFFICIENT WATER TO THESE AREAS FOR HEALTHY PLANT ESTABLISHMENT.

IRRIGATION LEGEND SYMBOL	DESCRIPTION		MANUFACTURER/MODEL/SIZE				
M	PVC BALL VALVE		NIBCO PVC BALL VALVE 4660-S OR EQUAL, LINE SIZE				
\oplus	DRIPZONE CONTROL KIT INC. REMOTE VALVE, PRESSURE REGULATOR & FIL AND TREE BUBBLER VALVES		RAINBIRD XCZLF-100-PRF-LOW FLOW CONTROL KIT (.2-10.0) GPM)			
REMOTE CONTROL VALVE FOR BUBBLER SYSTEMS 1" QUICK COUPLER VALVE WITH YELLOW VINYL COVER			RAINBIRD 100PGA INLET INLINE PLASTIC VALVE (2-150 GPM	1			
			RAINBIRD 33DLRC 3/4" QUICK COUPLING VALVE WITH LOCK	KING COVER			
UBBLERS	DESCRIPTION	OPERATING PRESSURE	MODEL	NOZZLE GPM			
0	ON GRADE TREE BUBBLER	20-75 PSI	RAINBIRD PCT05 MOUNTED ON RAINBIRD SHRUB ADAPTERS IN QUANTITIES AS FOLLOWS: 2 PER 15 GALLON OR 24" BOX TREE 4 PER 36" BOX AND LARGER TREE	(0.25 GPM EACH)			
PRIP	DESCRIPTION	OPERATING PRESSURE	MODEL				
[ON-GRADE TORO DRIP TUBING	30 PSI	RAINBIRD LDQ0812100 EMITTER TUBING (ET63918-100)				
	NOTE: INSTALL TORO DL2000 PER MANUFACTURER'S SPECIFICATIONS		FOR GROUND COVER & SHRUB AREAS: DRIPLINE SPACING =12" EMITTER SPACING =12" DRIPPER FLOW =0.53 GPH				
-	ENT NOT GRAPHICALLY DEPICTED ON PL	ANS:					
(INSTALL PER MANUFAC	TURER'S RECOMMENDATIONS.) FLUSH VALVE FOR DRIP SYSTEM		MINIMUM ONE PER VALVE				
	AIR VACUUM RELIEF VALVE FOR DRIP	OCVETEM	RAINBIRD ARV050 MINIMUM ONE PER VALVE				
	OPERATION INDICATOR FOR DRIP SYS		RAINBIRD OPERND MINIMUM ONE PER VALVE				
	DRIP TUBE FITTINGS	O I LIVI	RAINBIRD FITTINGS				
RRIGATION LINES AND SLEEV	ES DESCRIPTION		MODEL	NOTES			
	NONPRESSURE DRIP IRRIGATION LATERAL, SIZED PER PIPE SIZING CHA	\RT	SCHEDULE 40 PVC PIPE	12" COVER			
	NONPRESSURE IRRIGATION SUPPLYL	.INE-3/4" MIN.	CLASS 200 PVC PIPE	12" COVER			
	PRESSURE SUPPLY MAINLINE		1120 SCHD. 40 PVC PIPE FOR SIZES 1-1/2" AND SMALLER 1120 CLASS 315 PVC PIPE FOR SIZES 2" AND LARGER	24" COVER			
======	SLEEVE: 2x ENCLOSED PIPE DIAMETE	R OR AS INDICATED	D 1120/SCHEDULE 40 PVC PIPE 24" COVER				
# GPM X"	SPRAY, ROTOR, AND BUBBLER VALVES CONTROLLER STATION NUMBER GALLONS PER MINUTE THROUGH VAL CONTROL VALVE SIZE	#	BING VALVES CONTROLLER STATION NUMBER GALLONS PER MINUTE THROUGH VALVE CONTROL VALVE SIZE LENGTH OF DRIP TUBING, IF APPLICABLE				

CONDUIT &	SLEEVE SIZING	LATERAL PIPE	LATERAL PIPE SIZING CHART			
MAXIMUM NUMBER OF	MINIMUM CONDUIT SIZE	MAXIMUM LATERAL OR MAINLINE PIPE	MINIMUM SLEEVE SIZE REQUIRED	FLOW RATE (GPM)	PIPE SIZE (DIAMETER)	
WIRES	(SCH 40 PIPE)	SIZE	(SCH 40 PIPE)	0 TO 9	.75"	
4	1"	1/2"	1-1/2"	9.1 TO 18	1"	
8 12	1-1/4" 1-1/2"	3/4" 1" TO 1-1/4"	2" 2-1/2"	18.1 TO 30	1.25"	
17	2"	1-1/2"	3"	30.1 TO 40	1.5"	
25	2-1/2"	2" TO 2-1/2"	4"	40.1 TO 60	2"	
35 50	3" 4"	3" 4"-6"	6" 8"	60.1 TO 70	2.5"	
>50	6"					

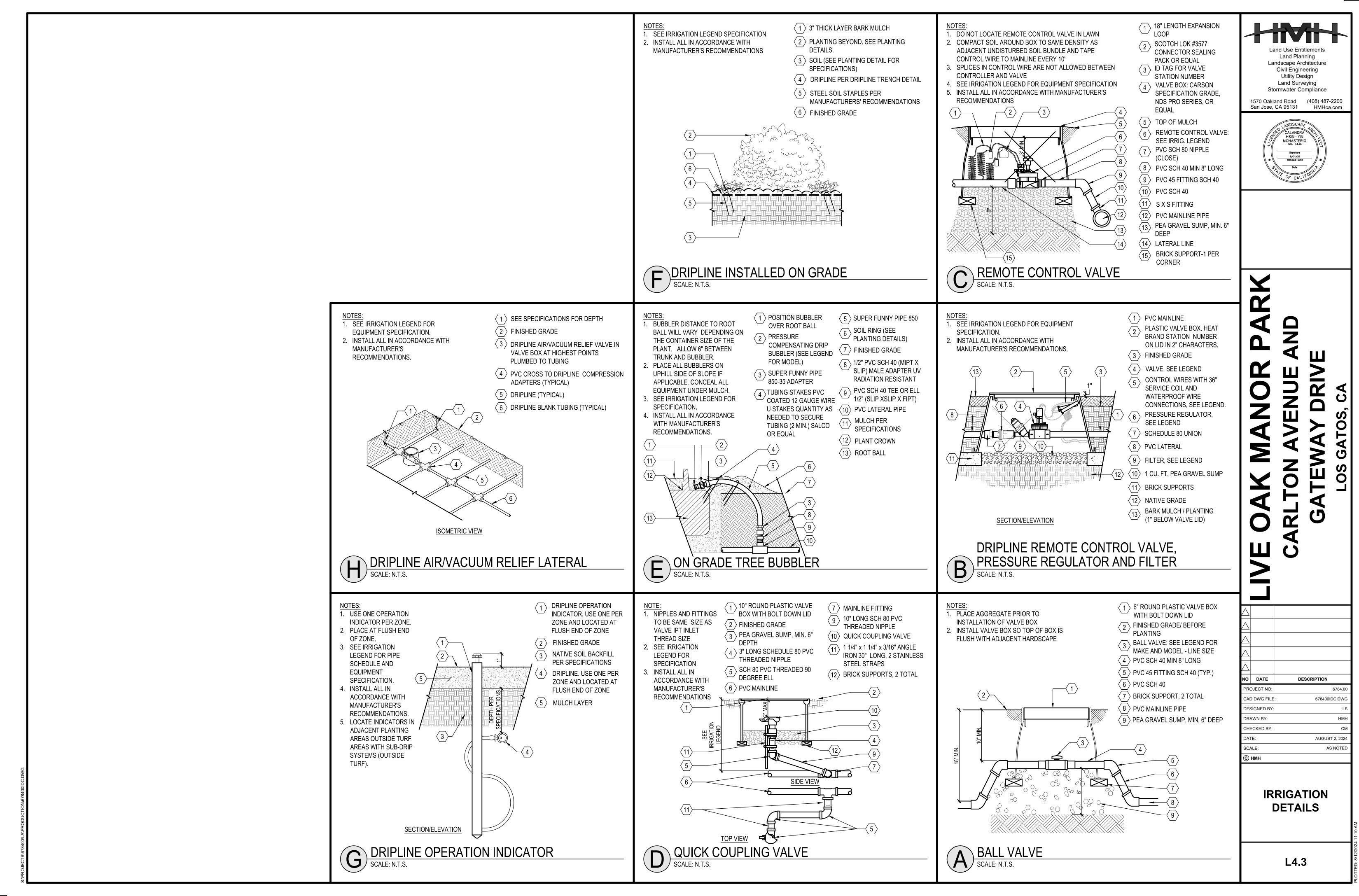
LIVE OAK MANOR PAR CARLTON AVENUE AND GATEWAY DRIVE

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IDDICATION										

LEGEND AND NOTES

IRRIGATION

L4.2



A. SUBMITTALS

- Bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address and the name of the project for which the bid is being submitted. Bids shall be delivered to Owner or general contractor responsible for reviewing and processing bids.
- B. EXAMINATION OF CONSTRUCTION DOCUMENTS AND SITE
- Each bidder shall inspect the construction documents (drawings and specifications) and site of the proposed project. The submission of a bid shall constitute and acknowledge that the bidder is familiar with all conditions which might affect the contemplated project.
- Any discrepancies shall be brought to the immediate attention of the Owner. Contractor shall assume all necessary revisions due to failure to give such notification.
- C. REJECTION OF ALL BIDS
- The Owner reserves the right to any time prior to the award, to reject all bids. The Owner also reserves the right to accept other than the lowest bidder, to accept one (1) part of a proposal and to waive any technical informalities in any proposal.
- D. WITHDRAWAL OF BID
- A bidder may withdraw the bid without prejudice, provided a written request for such withdrawal is delivered to the Owner prior to the commencement of the opening of bids.

GENERAL CONDITIONS

- A. DEFINITIONS
- Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, abbreviations, symbols, terms and phrases having a well known or technical meaning shall be so construed.
- Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms are used, the intent and meaning thereof shall be as follows:
- CONTRACT Represents the entire and integrated agreement between the Owner and the Contractor. The contract documents form the Contract for construction.
- CONTRACT DOCUMENTS These specifications, the drawings, addenda issued prior to execution of the Contract, and the Contract between the Owner and the Contractor.
- CONTRACTOR The person or entity whose bid is accepted and to whom the Contract is awarded.
- LANDSCAPE ARCHITECT The professional services firm who prepared the project drawings and specifications for the Owner.
- OWNER Is the person or entity identified as such in the Contract.
- WORK The term "work" or "project" means the construction and services required by the Contract Documents and includes providing all labor, materials, equipment, transportation, tools, and incidentals necessary to complete the work in a satisfactory manner by licensed contractor and experienced workers.
- B. CONSTRUCTION PROCEDURE
- Contractor shall not be relieved of obligations to perform the work in accordance with the Contract Documents either by activities or duties of the Owner, Landscape Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- C. SUBCONTRACTS
- Contractor shall set forth in the bid the name and the location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work.
- Contractor must have the written consent of the Owner to substitute a subcontractor other than that designated in the bid.
- D. DRAWINGS AND SPECIFICATIONS
- The contractor shall keep at the project site a copy of the drawings and specifications. In the event a discrepancy exists between figures and/or drawings, the discrepancy shall be immediately submitted to the Owner for clarification. Any adjustment made by the Contractor without obtaining such clarification from the Owner shall be at the Contractor's risk and expense and be subject to removal if said adjustment does not meet the approval of the Owner.
- The Contract documents, as defined herein, are intended to be read together to describe a complete and finished piece of work, including all labor, materials and equipment necessary for the proper execution of the project. Anything in the specifications and not on the drawings, or on the drawings and not in the specifications, shall be as though shown or mentioned in both.
- E. SHOP DRAWINGS OR PRODUCT DATA AND SAMPLES
- Shop drawings, product data, samples, and similar submittals are not contract documents. The purpose of their submittals is to demonstrate for those portions of the work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the drawings.
- The Contractor shall review, approve, and submit such submittals required by the contract documents with reasonable promptness and in such sequence or to cause no delay in the work.

- Landscape Architect shall review and approve or take other appropriate action on the contractor submittals, such as shop drawings, product data, samples and other date, which the contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. review of a specific item shall not indicate that the landscape architect has reviewed the entire assemble of which the item is a component. Landscape Architect shall not be responsible for any deviations from the construction documents not brought to the attention of the Landscape Architect in writing by the contractor.
- F. CHANGE ORDERS
- The Owner may at any time prior to acceptance of the work, by written order to Contractor and without notice to sureties, increase or decrease the estimated quantity of work or material, make alterations, deviations, additions to or omissions from the drawings and specifications, and make changes in the project as may be deemed necessary or advisable, within the general scope thereof.
- No claim for additional work or material will be allowed unless supported by a written Change Order signed by the Owner and the Contractor stating their agreement upon all of the following:
- Change in the work.
- Amount of the adjustment in the Contract sum, and
- Extent of the adjustment in the Contract time, if any.
- G. CONTROL OF MATERIALS
- Materials, parts and equipment to be furnished by the Contractor shall be new, unless otherwise specified in these specifications or noted on the drawings. The materials shall be manufactured, handled, and used in a workmanlike manner.
- All materials shall be subject to rigid inspection and if, in the opinion of the Owner the same do not comply with the contract documents, said materials shall be rejected and immediately removed from the premises at the expense of the Contractor.
- Manufacturers warranties, guaranties, instructions sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Owner prior to acceptance of the work.
- H. SAMPLES AND TESTS
- The Contractor shall furnish such samples of all materials as requested by the Owner without charge. Labor and equipment necessary for the furnishing of such samples shall be the responsibility of the Contractor.
- I. SUBSTITUTION OR EQUIVALENTS
- For convenience in designation on the drawings or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and catalogue number. Subject to approval by the Owner or Landscape Architect, an alternative article or material may be utilized.
- The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor.
- J. CERTIFICATES OF COMPLIANCE
- When requested, Contractor shall furnish the Owner with a Certificate of Compliance stating that the material substantially meets the specifications
- K. INDEMNIFICATION
- The obligations of the Contractor under this section shall not extend to the liability of the Landscape Architect, the Landscape Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Landscape Architect, the Landscape Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.
- L. SAFETY OF PERSONS AND PROPERTY
- The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees on the work and other persons who may be affected thereby, the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors, and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater amount of work than can be performed properly with due regard to the rights of the public.

. PROJECT SITE MAINTENANCE

- Throughout all phases of construction, and until acceptance of the work, the Contractor shall keep the project site clean and free from rubbish and debris.
- Costs incurred due to cleanup operations shall be as included in the prices bid for the various items of work and no separate payment will be made therefor.
- N. AIR POLLUTION
- Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- O. NOISE CONTROL
- Contractor shall comply with all local sound control and noise level regulations and ordinances which apply to any work performed pursuant to the Contract, and shall make every effort to control an undue noise resulting from the construction operation.

P. PESTICIDES/HERBICIDES

- Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides/herbicides required in the performance of the work.
- Q. DUST CONTROL
- The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary, and shall save the Owner free and harmless from any claim for loss or damage sustained by others and resulting from operations on the project site.
- R. UTILITIES
- When placing concrete around or contiguous to any utility, the Contractor shall assume responsibility for costs to furnish and install a cushion of expansion joint material, clear opening or sleeve, or by other suitable means shall prevent embedment in or bonding with the concrete.
- S. PATENTS AND ROYALTIES
- The Contractor shall absorb in its bid, the patent fees or royalties on any patented article or process which may be furnished or used in the work. The Contractor shall indemnify and hold the Owner harmless from any legal actions that may be brought from infringement of patents.
- T. REPAIRS AND REPLACEMENT
- Costs incurred due to repair or replacement of defective or damaged work shall be the responsibility of the contractor.
- U. PROJECT MAINTENANCE
- Project maintenance is required after the project is complete. A lack of maintenance in area such as, but not limited to irrigation and planting operations may result in damage to property and/or persons. Contractor acknowledges and agrees that, as between parties to the contract, the contractor is solely responsible for the results of any lack of or improper maintenance.
- CLEARING and GRUBBING
- A. GENERAL
- Contractor shall provide all labor, materials, and equipment for clearing and grubbing operations performed in advance of grading operations.
- Clearing and grubbing shall consist of removing all natural and artificial objectionable materials within the limits of construction.
- Except as indicated on the drawings, materials removed shall not be incorporated in the project.
- Depressions caused by the removal of objectionable materials shall be backfilled and compacted with materials equal to the surrounding soil.
- B. PRESERVATION OF PROPERTY
- Costs incurred due to repair of replacement of existing improvements which are not designated for removal and which are damaged as a result of construction operations shall be the responsibility of the Contractor.
- Replacements shall be at least equal to the conditions when Contractor entered upon the work, and shall match them in finish and dimension. Plant material shall be replaced with the same species, size, and in the original location (unless otherwise designated).
- C. REMOVAL and DISPOSAL OF MATERIAL
- All materials removed shall be disposed of off-site. Burning shall not be permitted. No accumulation of flammable material shall remain on or adjacent to the project site.
- Abandoned pipes shall be capped or plugged in a manner suitable to site supervisor or agency inspector.

FINE GRADING

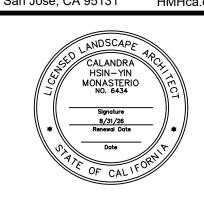
- A. GENERAL
- Contractor shall provide all labor, materials and equipment to perform all fine grading operations as indicated on the drawings and specified herein. See geotechnical, civil, and structural drawings for other earthwork specifications/recommendations.
- The Contractor shall provide all lines and grades necessary to properly carry on the work. Any work which is not found to comply with the lines and grades shown on the drawings shall be altered or removed and replaced by, and at the expense of, the Contractor.
- All bench marks, monuments and other reference points shall remain undisturbed.
- B. GRADING OPERATIONS
- Finished surfaces in all cases shall conform to the lines, grades, cross sections and dimensions indicated on the drawings.
- Finish grades shall be well compacted, reasonably smooth, ensuring positive drainage, free
 of abrupt grade changes, irregularities, water pockets or discontinuities in surface level.
 Grades shall flow away from structures and in accordance with local jurisdictional
 requirements.
- Finish grade adjacent to paved areas, curbs, valve boxes and similar features shall be one inch (1") below the finished surface for turf areas, and two to three inches (2" 3") below the finished surface for ground cover areas. Areas adjacent to hardscape should be graded so 3" layer of mulch does not over spill onto adjacent surface.
- No grading shall be done when the moisture content of the soil is so great that excessive compaction will occur, nor when it is so dry that dust will form in the air or that clods will not break readily.
- Grading shall be completed prior to weed abatement operations and soil preparation.
- Grading shall be to the dimensions and elevations indicated on the drawings, of sufficient width to provide clearances for setting of forms and inspection of the various classifications of work.
- Concrete for footings shall be placed against native grade or certified compacted subgrade prepared per geotechnical report.
- Grading excavations shall be level, free from loose material, and free from standing water.
- C. COMPACTED FILL
- Fill material shall be composed of satisfactory excavated material or approved imported soil and shall be evenly spread in uniform continuous horizontal layers per geotechnical report.
- D. BACKFILL
- Excavated material, approved for backfilling by geotechnical engineer, shall be free from large clods, stones and other objectionable materials, exceeding three inches (3") in diameter; and deposited in accordance with the requirements for compacted fill as specified herein.
- Trenches that settle below grade shall be reopened to a depth required for proper compaction, refilled and compacted to indicated surface elevation.
- Compaction of backfill by ponding and jetting will not be permitted.
- E. UNSUITABLE MATERIALS
- Unsuitable materials as determined by the Owner shall be removed from the project site.
 Arrangements for disposal of the material at off-site locations shall be made with the City's/Owner's written consent of the property upon which such material will be disposed.

DRAINAGE

- A. GENERAL
- Contractor shall provide all labor, materials, and equipment to furnish and install drainage systems as indicated on the drawings and as specified herein. Cross reference civil engineering drawings for connections and coordinated drainage systems.
- Contractor shall maintain the project site throughout the progress of the work in a reasonable, dry, workable condition, free of surface water.
- Contractor shall be responsible for all cutting and patching of new or existing walks, curbs and pavements required for proper installation of drainage systems.
- In order to make any necessary adjustments, connections that are to be made to an existing pipe, catch basin or other appurtenances shall be exposed and inspected before laying new pipe.
- B. HORIZONTAL SUBDRAINS
- Drainage systems shall be as indicated and installed as detailed on the drawings.
- Pipe shall be as indicated on the drawings and laid and jointed in accordance with generally accepted practice and to line and grade as designated on the drawings.
- Interior of pipe shall be thoroughly cleaned of all foreign matter prior to, during, and after installation in the trench.

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200 San Jose, CA 95131 HMHca.com



CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

PARK

EWAY DR

NO DATE DESCRIPTION

PROJECT NO: 6784.00

CAD DWG FILE: 678400SPC.DWG

DESIGNED BY: LS

DRAWN BY: HMH

CHECKED BY: CM

DATE: AUGUST 2, 2024

SCALE: NONE

LANDSCAPE SPECIFICATIONS

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L5.1

A. WEED ABATEMENT AND SOIL TREATMENT

- Contractor shall apply, in areas to be installed with subbase materials, a selective pre-emergent, surface-applied herbicide. Rates and application method shall be as recommended by manufacturer.
- Visible weeds shall be sprayed with a non-selective, post-emergent herbicide. Application method shall be as recommended by manufacturer.
- Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in, or near, the project.
- B. AGGREGATE SUBBASE MATERIAL
- Aggregate subbase material shall be as specified in the project geotechnical report.
- Material shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base that is spread in one (1) operation, free from pockets of large fine material.
- C. SAND SUBBASE MATERIAL
- Sand utilized for subbase material shall be as specified in the project geotechnical report OR consist of natural or manufactured granular material free of clay, deleterious amounts of organic material broken glass, cans or other substances not suitable for the purposes intended. Samples should be submitted prior to project order for approval.

D. SAND FOR SURFACE AREAS

- Sand for surface areas shall consist of natural or manufactured granular material free of clay, deleterious amounts of organic material, broken glass, cans or other substances not suitable for the purposes intended. Washed concrete sand shall be thoroughly and uniformly washed. Plaster sand is unacceptable for play areas. Samples should be submitted prior to project order for approval.
- E. DECOMPOSED GRANITE
- Decomposed granite shall be the product of crushing rock or gravel; clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, or other deleterious substances. Color shall be as indicated on the drawings or selected by Landscape Architect.
- Geotextile fabric, if applicable, shall be TenCrate Mirifi Type N-Series, nonwoven polypropylene geotextile fabric or equal, unless otherwise noted in detail or materials list.
- TEMPORARY ASPHALTIC CONCRETE PAVING
- . GENERAL
- Contractor shall provide all labor, materials and equipment for furnishing, spreading, compacting and finishing asphaltic concrete paving as indicated on the drawings and specified herein.
- Prior to placement of asphaltic concrete, Contractor shall be responsible for establishing subgrade and providing drainage in accordance with the Fine Grading Section, and performing weed abatement operations as specified herein.
- B. WEED ABATEMENT AND SOIL TREATMENT
- Contractor shall apply an approved selective pre-emergent, surface-applied herbicide. Rates and application method shall be as recommended by the manufacturer.
- Visible weeds shall be sprayed with an approved non-selective, post-emergent herbicide. Rates and application method shall be as recommended by the manufacturer.
- Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in, or near, the project.
- C. MATERIALS
- Asphaltic concrete shall be the product of mixing coarse and fine aggregate with paving asphalt at a central mixing plant until all aggregate particles are uniformly coated.
- Paving asphalt shall be steam-refined, produced from crude asphaltic petroleum or a mixture of refined liquid asphalt and refined solid asphalt. Paving asphalt shall be homogeneous and free from water and residues obtained by the artificial distillation of coal, coal tar or paraffin oil.
- Aggregates shall be clean and free from decomposed or organic materials, and other deleterious substances.
- D. REPAIR AND REPLACEMENT
- Costs incurred due to repair or replacement of defective or damaged work shall be the responsibility of the Contractor.
 - CONCRETE
- A. GENERAL
- Contractor shall provide all labor, materials and equipment to construct concrete items as indicated on the drawings and specified herein.
- Concrete shall consist of portland cement, fine aggregate (sand), coarse aggregate and water, proportioned and mixed to attain a twenty-eight (28) day compressive strength of at least 2,500 pounds per square inch with a slump not to exceed three inches (3"). Concrete shall not contain reactive aggregate or calcium chloride.
- In addition to complying with all pertinent codes and regulations of local governing agencies, Contractor shall comply with all pertinent recommendations contained in "Recommended Practice for Concrete Formwork", publication #347-78 of the American Concrete Institute.

B. MATERIALS

- Cement shall be Type II low alkali portland cement conforming to ASTM C-150. Cement shall be of the same brand and type used throughout the project.
- Sand shall consist of natural or manufactured granular material, free of deleterious amounts of organic material, mica, loam, clay, and other substances not suitable for portland cement concrete. Sand shall be thoroughly and uniformly washed.
- Coarse aggregate shall be composed of gravel or a blended mixture of crushed rock and gravel containing no more than fifty (50) percent of crushed rock particles having all faces fractured and not less than twenty-five percent (25%) of gravel. Aggregates shall not exceed a diameter of one and one-half inches (1 1/2"). Blending shall produce a uniform, consistent percentage of each. Rock products shall be clean, hard, sound, durable, uniform in quality and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, alkali, or other deleterious substances.
- Water shall not contain deleterious substances or any amount of impurities that will cause a change in the time of setting. The amount of water used in the mixture shall not exceed the amount necessary to permit material placement and consolidation.

C. FORMS

- Forms shall be free of warp, set plumb and true to line and grade with upper edges flush with specified grade or finished surface of the constructed improvement, and not more than one-half inch (1/2") less in depth than the specified thickness of the edge of the concrete to be placed.
- Wooden forms shall have a net thickness of at least one and one-half inches (1 1/2") and shall be free of imperfections which would impair the strength for the use intended. Forms shall be secured by nailing to side stakes of sufficient length and cross-sectional area to adequately resist lateral displacement during placement of concrete. Forms shall be clean and shall receive a coat of light oil immediately prior to placing concrete. Benders or thin plank forms may be used on curves.
- Metal forms shall have sufficient rigidity to resist springing during placement of concrete. Forms shall be secured by means of metal stakes designed so as to be driven below the top of the forms through openings, locking them into position.
- D. REINFORCEMENT
- Reinforcement shall conform to the dimensions and details shown on the drawings and shall be cleaned thoroughly of all rust, mill scale, mortar, oil, dirt, or coating of any character which would be likely to destroy or impair its proper bonding with the concrete.
- Reinforcing steel, where indicated on the drawings, shall be Grade 40 or Grade 60 billet steel, conforming to ASTM A-615.
- Wire mesh reinforcement, where indicated on the drawings, shall conform to ASTM A-185.
- E. PLACING CONCRETE
- Install embedded items accurately in their proper locations, secured against displacement, prior to placing concrete.
- Concrete shall be placed on native grade, certified compacted subgrade, or subbase material, free of all loose and extraneous material, sufficiently dampened to ensure that no moisture will be absorbed from the fresh concrete.
- Concrete shall be distributed uniformly and thoroughly vibrated in a manner that will encase the reinforcement, fill the forms and bring the surface true to grade and cross-section.
- Equipment used shall not have any aluminum components coming into direct contact with the concrete.

FINISHING

- Concrete surfaces shall be floated prior to steel troweling. Formed edges shall be rounded to a radius of one-half inch (1/2"). Edges at expansion joints shall be rounded to a radius of one-half inch (1/2").
- Concrete finishes shall be as indicated on the drawings and specified herein.
- No advertising impressions, stamp or mark of any description will be permitted on surface of concrete.
- Concrete shall not be covered with plastic sheeting.
- <u>Broom finish</u>, where indicated on the drawings, shall be performed after finish troweling by drawing the following broom types across the narrowest width of the concrete or in the direction as indicated on the drawings.
- Fine Broom Push with fine or soft textured bristles.
- Medium Broom Push with medium or medium stiff bristles.
- Heavy Broom Push with coarse or stiff bristles.
- Rock salt finish, where indicated on the drawings, shall be performed by applying rock salt evenly over entire surface just prior to the finish troweling. Press salt crystals into the surface with sufficient trowel pressure so that salt is embedded just barely below surface leaving the tops of the crystals exposed. Cure finished surface in accordance with generally accepted practice.
- <u>Colored concrete</u>, where indicated on the drawings and per materials list and installed per manufacturer recommendations.
- <u>Stamped concrete</u>, where indicated on the drawings, shall be performed by applying special forming tools while concrete is still in the plastic stage of set. Desired pattern shall be as indicated on the drawings. Contractor shall be licensed, tooled, and trained for stamping product being used.

Sandblasted Finish, where indicated on the drawings, shall be performed after finish troweling by blowing the surface granules with an air-pressure hose and fine grain silicon sand. Contractor shall do a test sample for approval prior to completing entire area to be sandblasted.

S. JOINTS

- Expansion joints shall be as indicated on the drawings and at corners, radius points and at regular intervals not to exceed twelve feet (12') on center. Set premolded expansion joint strip below finished surface, temporarily secured to top of expansion strip or use a removable plastic filler strip. Expansion joints shall be sealed per detail callout.
- Scored control joints shall be tooled to a minimum depth of three-quarters inch (3/4") and a radius of one-eighths inch (1/8") at five foot (5') intervals or per plan.
- Saw cut joints, where specified shall be as indicated on the drawings or at intervals not to exceed twelve feet (12') on center, and shall be cut to a minimum depth of three-quarters inch (3/4") and a width not to exceed one-quarter inch (1/4").

l. CURING

- Curing compound shall form an impervious membrane and shall be a blend of pure waxes and alkali-resistant pigments in a solvent emulsion and installed per manufacturer recommendation.
- Spraying of curing compound shall commence as soon as free water leaves the surface but no later than three (3) hours following placement of concrete.

MASONRY

A. GENERAL

 Contractor shall provide all labor, materials and equipment to construct masonry structures conforming to the dimensions and details indicated on the drawings and specified herein.

B. MATERIALS

- Hollow load bearing (CMU) masonry units shall be made with sand-gravel aggregate and shall conform to ASTM C-90 for Grade N-1 units, free of cracks or defects. Net size of units shall be shown on the drawings.
- Brick shall be whole, sound, hard burned, give a clear ringing sound when struck together, and be uniform in quality. Brick shall be clean and free of dust or other foreign materials. Net size, color and texture of units shall be as shown on the drawings.
- Stone shall be uniform in quality; clean and free of dust or other foreign materials.
- Mortar used in masonry construction shall be one (1) part portland cement to two and one-half (2 1/2) parts of sand, to which one-quarter (1/4) to one-half (1/2) part hydrated lime or lime putty has been added. Color shall be as indicated on the drawings or as selected by Landscape Architect.
- Grout for use in spaces less than two inches (2") clear in dimension shall be one (1) part portland cement and two and one-quarter (2 1/4) to three (3) parts sand. For spaces four inches (4") or larger add one and one-quarter (1 1/4) to two (2) parts of aggregate.
- Water shall be free of any amount of impurities that will cause change in the time of setting of portland cement. Quantity of water shall be the minimum required to produce a mixture sufficiently workable for the purpose intended.
- Cement shall be Type II low alkali portland cement conforming to ASTM C-150.
 Cement shall be of the same brand and type used throughout the project.
- Sand shall consist of natural or manufactured granular material, free of deleterious amounts of organic material, mica, loam or clay, conforming to ASTM G-404 for grout and ASTM C-144 for mortar. Sand shall be thoroughly and uniformly washed.
- Coarse aggregate shall be composed of gravel or a blended mixture of crushed rock and gravel. Rock products shall be clean, hard, sound, durable, uniform in quality and free of any detrimental quantity of soft, friable, thin, elongated or laminated pieces, disintegrated material, organic matter, oil, alkali or other deleterious substance.
- Reinforcing steel shall be Grade 40 or Grade 60 billet steel conforming to ASTM A-615. Varying grades shall not be used interchangeably in any one wall.

C. INSTALLATION

- All work shall be performed in compliance with applicable local building ordinances and Uniform Building Code and Masonry Design Manual.
- All walls shall be laid true, level, and plumb, and unless otherwise indicated on the drawings. Brick and concrete block shall be laid in a running bond pattern.
- Brick and stone shall be clean, wetted immediately before laying and shall be laid on a full mortar bed with "push joints".

Concrete block which becomes wet shall be permitted to dry before commencing

Mortar joints for brick and concrete block shall be straight, clean, uniform in thickness of not less than three-eighths of an inch (3/8"), tooled to produce a slightly concave surface, and well bonded at edges.

- Mortar joints for stone shall be tooled to produce a slightly concave surface, and well-bonded to stone at edges.
- Contractor shall provide expansion joints at corners and at thirty feet (30') on center or as required by local code.
- All bolts and anchors to be inserted in the wall shall be solidly grouted in place.
- Contractor shall provide weep holes in first or second layer of brick as indicated in details on drawings or as required.

D. REINFORCEMENT

- Reinforcement shall be placed as indicated on the drawings and as required by building codes.
- Horizontal steel for concrete block walls shall be laid in a course of bond beam block filled with grout.
- For concrete block walls, a vertical dowel shall be provided in the foundation for each vertical bar. Vertical cores containing steel shall be filled solid with grout.

E. LAYING PAVERS

- Spread and screed setting bed to a uniform thickness, except for minor variations required to produce a true surface, level in plane or uniformly spread for drainage as shown on drawings.
- Setting bed shall be three-quarter inch (3/4") minimum and one and one-quarter inch (1 1/4") maximum.
- Apply a thin layer of cement paste (1/32" to 1/16") by brushing or troweling over setting bed or to bottom of brick. Set and level each brick.

F. GRAFFITI CONTROL

- Product shall be Graffiti Control as manufactured by Sure Klean or an approved equal.
- Deliver materials in manufacturer's original unopened containers.
- Rates and application method shall be as recommended by the manufacturer.

ROUGH CARPENTRY

.. GENERAL

 Contractor shall provide all labor, materials and equipment to construct wooden structures conforming to the dimensions and details indicated on the drawings and as specified herein.

MATERIALS

- Lumber shall be straight; free from large, loose or unsound knots or knot clusters, scars, decay, holes, insect damage, and other defects or imperfections that would materially impair the strength or durability. Splits shall be no longer than the butt dimension. No cracks will be permitted. No nails, spikes, or other metal shall be
- Douglas fir, where indicated on the drawings, shall conform in all particulars to the Standard Grading Rules for Western Lumber published by the Western Wood Products Association.
- Cedar, where indicated on the drawings, shall conform in all particulars to the Standard Grading Rules for West Coast Lumber.
- Redwood, where indicated on the drawings, shall conform in all particulars to the Standard Specifications for Grades of California Redwood of the Redwood Inspection
- Plywood, where indicated on the drawings, shall be manufactured and graded in accordance with the rules of the American Plywood Association and the latest Product Standard for Softwood Plywood, Construction and Industrial, of the National Bureau of Standards. Each sheet of plywood shall bear the official stamp of a quality control agency stating the grade of the sheet.
- Poles, where indicated on the drawings, shall be cut from sound, live, close-grained trees, machine peeled with all branch stubs and overgrown knots trimmed flush with the surface.

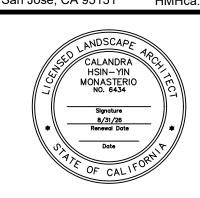
C. TREATMENTS AND PRESERVATIVES

- Type of pressure treatment or preservative shall be as indicated on the drawings and shall conform with the applicable standards contained in the Manual of Recommended Practice of the American Wood Preservers Association. Contractor shall furnish a Certificate of Compliance for each load of pressure treated lumber to Owner.
- Where a particular method of pressure treatment is not indicated on the drawings, the lumber shall be conditioned, seasoned, prepared and treated by the empty cell pressure process with pentachlorophenol with six-tenths (0.60) pounds per cubic foot retention. Penetration shall be determined by the pentor check method.
- Where practical, treated wood shall be cut to final size and trimmed prior to treatment. If site sawing or drilling is necessary, cut surfaces shall be thoroughly brushed with two (2) coats of the same kind of preservative in conformance with AWPA Specification M-4.
- Portions of posts which are to be embedded in earth or concrete shall be brushed before installation with two (2) coats of coal tar bitumen, or approved equal. Applications shall extend a minimum of one inch (1") above finish grade or surface. Spraying will not be permitted.

Land Use Entitlements

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200 San Jose, CA 95131 HMHca.com



CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

X

4

CAD DWG FILE

NAY DRI

SATEWAY
LOS GATC

NO DATE DESCRIPTION

PROJECT NO: 67

DESIGNED BY:

DRAWN BY:

CHECKED BY:

CM

DATE:

AUGUST 2, 2024

SCALE:

NONE

678400SPC.DW0

LANDSCAPE SPECIFICATIONS

L5.2

- Framing shall be true and exact. All lumber shall be cut and framed to a close fit and shall have even bearing over the entire contact surface. Shimming will not be permitted.
- Lumber shall be well nailed or bolted together as indicated on the drawings. Nails shall not be driven closer together than one-half (1/2) their length. Care shall be taken to avoid hammer marks, moons, or saw cuts.
- Lumber shall be stored neatly in piles on skids in such manner that they may be readily inspected, and shall be handled in a manner that will avoid injury or breakage.

PAINTING and STAINING

- . GENERAL
- Contractor shall provide all labor, material, tools, equipment and incidentals for sanding, priming, painting and staining of improvements as indicated on the drawings and specified herein.
- Contractor shall be responsible for the location, alignment, layout, dimensions and application of paint and stains.
- Costs incurred for repair or replacement of defective or damaged work, rejected materials or workmanship shall be the responsibility of the Contractor.
- . MATERIALS
- Paints and stains shall be of colors and tints as indicated on the drawings, and shall be applied in accordance with the manufacturer's recommendations and these specifications. Contractor shall submit color samples to the City for approval before applying any paint materials.
- Paint shall be homogeneous, free of contaminants and of a consistency suitable for use in the capacity for which it is specified. Finished paint shall be well ground and the pigment shall be properly dispersed in the vehicle according to the requirements of the paint. The dispersion shall be of such nature that the pigment does not settle appreciably, does not cake or thicken in the container or become granular or curdled. Paints shall possess properties which in all respects effect satisfactory application, adhesion and curing. Thinning will not be permitted.
- Paint shall be delivered to the project site in new, unopened, round, airtight containers, appropriately identified with the manufacturer's name, date of manufacture, type of material and lot or batch number.
- C. WORKMANSHIP AND PROTECTION
- Paint shall be applied on thoroughly dry surfaces and during periods of favorable weather.
- Surfaces being covered shall be free from moisture, dust, grease or other deleterious substance which would prevent bonding.
- Painting shall be done in a neat and workmanlike manner, applied by brush, roller or spray methods. Finished surfaces shall be uniform, free of brush marks, roller stipple texture, runs or skips. Each application of paint shall be thoroughly cured and any skips, holidays, thin areas or other deficiencies corrected before the succeeding application.
- Contractor shall protect all adjacent improvements against disfigurement as a result of painting operations.
- D. PAINTING GALVANIZED SURFACES
- Galvanized surfaces which are to be painted shall be prepared by hand-scraping, brushing with stiff fiber or wire brushes or cleaning with alkaline solution followed by a fresh water rinse. After washing, surfaces shall be roughened by abrasive blasting. Galvanizing shall not be removed during preparation operations.
- After preparation, apply one (1) coat of zinc dust-zinc oxide primer followed by a vinyl wash pre-treatment and two (2) finish enamel paint coats.
- E. PAINTING CONCRETE
- Prior to painting concrete surfaces, a brush coat or surface film of thin cement mortar shall be applied. When the film has set sufficiently the surface shall be rubbed by hand or mechanical means necessary to remove excess mortar and produce a smooth surface of even texture. Finished surfaces shall be washed with water and then with a ten percent (10%) to fifteen percent (15%) muriatic acid wash. Concrete surfaces shall be thoroughly dry and free of dust at time of painting.
- Paint for concrete surfaces shall be of either epoxy enamel type or acrylic emulsion type applied in not less than two (2) applications producing a uniform appearance.
- F. PAINTING WOOD SURFACES
- Wood surfaces shall be prepared for painting by removing any foreign matter by wire brushing, scraping or sanding. All surfaces shall be wiped or dry brushed to remove any dust or chalky residue resulting from preparation operations.
- Paints, stains, or sealers shall be applied prior to assembling.

MISCELLANEOUS METAL

- A. GENERAL
- Contractor shall provide all labor, materials, and equipment to furnish and install miscellaneous metal items as indicated on the drawings and as specified herein.
- This section does not include reinforcing steel for concrete and masonry or items required in connection with irrigation or electrical work.

- B. WORKMANSHIP
- Workmanship and finish shall be equal to the best general practice in steel fabricating shops.
- Portions of work exposed to view shall be finished neatly. All sharp corners and edges that are marred, cut or roughened during erection shall be slightly rounded.
- C. MATERIALS
- All materials, prior to fabrications, shall be thoroughly wire brushed and cleaned of all scale and rust. Finished members shall be free from twists, bends or open joints.
- Miscellaneous metal items shall conform to the dimensions and details as indicated on the drawings. Steel bars, plates and shapes shall conform to ASTM A-36.
- D. BOLTS. NUTS AND FASTENERS
- Unless specified otherwise in the details on the drawings, nails and spikes shall be galvanized flat common.
- Bolts shall be long enough to extend entirely through the nut but not more than one-quarter inch (1/4") beyond. Unless otherwise specified on the drawings, bolts, nuts and lag screws shall be galvanized square head. Carriage bolts shall have truss heads with square shoulder. Washers shall be over-sized of "cut" type. Holes shall be either punched full size, drilled full size, or sub-punched and reamed.
- Anchor bolts, where applicable, shall be carefully installed to permit true positioning of the bearing assemblies.
- Framing anchors, where applicable, shall be sixteen (16) gauge, zinc-coated, corrosion resistant sheet steel.
- E. GALVANIZING
- Galvanizing shall be performed after fabrication and prior to assembling component parts.
- Zinc used for galvanizing shall be grade Prime Western conforming to ASTM B-6. Materials shall be galvanized by the hot-dip method or electrodepositing process.
- Galvanized surfaces that are abraded or damaged after zinc coating application shall be thoroughly stripped and cleaned and repaired by a coating of "galvalloy", or approved equal. Finish coat to match existing finish.
- F. WROUGHT IRON OR TUBULAR STEEL FENCING
- Material shall be manufactured from coil steel having a minimum yield strength of 50,000 psi. Steel shall be galvanized to meet the requirements of ASTM A-526 with a minimum zinc coating weight of nine-tenths (.90) ounces per square foot hot-dit process.
- Contractor shall submit detail shop drawings indicating material thickness, type grade, and class; dimension; construction details; and other pertinent data for review and approval by engineer prior to fabrication. drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions and templates.
- Contractor shall verify al measurements and shall take all field measurements necessary before fabrication. Exposed fastenings shall be compatible materials, shall generally batch in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practical. Thickness of metal and details of assembley and supports shall provide strength and stiffness. Joints exposed to weather shall be formed to exclude water.
- Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchor, expansion shields, and power-driven fasteners when approved for concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; and lag bolts and screws for wood.

IRRIGATION SYSTEM

- A. GENERAL
- Contractor shall provide all labor, materials, and equipment necessary to furnish and install the irrigation system as indicated on the drawings and as specified herein.
- Coordinate the installation of all irrigation materials with the construction of site amenities and planting.
- All work on the irrigation system, including hydrostatic, coverage, and operational tests and the backfilling and compaction of trenches shall be performed before planting operations.
- Drawings are diagrammatic and shall be adjusted as necessary to conform to actual field conditions. Costs incurred due to any adjustment for coverage, including those requested by the Owner relative to the location of irrigation heads as shown on the drawings shall be the responsibility of the Contractor.
- Point of connection (P.O.C.) and operating pressure (P.S.I.) shall be as indicated on the drawings. Contractor shall verify the location and size of water source, PSI, and electrical supply prior to commencing installation. In case of discrepancy, Contractor shall immediately notify the Owner.
- . QUALITY ASSURANCE
- All local and state laws, rules and regulations governing or relating to any portion of the irrigation system are hereby incorporated into and made a part of these specifications. However, if these specifications call for or describe materials, workmanship or construction of a better quality, higher standard or larger size than is required by the above rules, regulations or requirements, these specifications and the drawings shall take precedence.

- In the event any equipment or methods indicated on the drawings or specified herein conflict with applicable regulations, Contractor shall immediately notify the Owner or Landscape Architect in writing prior to installation. In case of discrepancy, Contractor shall immediately notify the Owner.
- Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, sleeves, and related other equipment, which may be required. Contractor shall carefully investigate the structural and finished conditions affecting the work and install a complete irrigation system within the intent of the drawings and specifications.
- Manufacturer's warranties shall not relieve the Contractor of liability under the provisions for guarantees.
- C. MATERIALS LIST
- Within fifteen (15) calendar days after award of Contract and prior to installation, the Contractor shall submit to the Owner a list of materials including the manufacturer, description, model number and installation data.
- Equipment or materials installed or furnished without prior written acceptance may be rejected and such materials removed from the site at the Contractor's expense.
- D. PRODUCT DELIVERY, STORAGE AND HANDLING
- Contractor shall exercise care in handling, loading, unloading and storing of irrigation materials and equipment.
- E. PLASTIC PIPE
- Plastic pipe, where indicated on the drawings, shall be injection molded, rigid, unplasticized polyvinyl chloride (PVC), NSF approved, of high tensile strength, chemical resistant and impact strength, and depending on class and grade, conform to ASTM 2241 or ASTM D-1785.
- Fittings and couplings shall be threaded PVC Schedule 80 conforming to ASTM D-2464, or slip-fitting, tapered socket, solvent-weld type, PVC Schedule 40 conforming to ASTM D-2466 or PVC Schedule 80 conforming to ASTM D-2467.
- Solvent cement and primer for rigid PVC solvent-weld pipe and fittings shall be of commercial quality, IAPMO approved, conforming to ASTM D-2564.
- BRASS PIPE
- Brass pipe, where indicated on the drawings, shall be 86% red brass, American National Standards Institute, Schedule 40 screwed pipe, conforming to Federal Specifications WW-P-351.
- Fittings shall be medium brass, screwed 125 pound class, conforming to Federal Specifications WW-P-460.
- G. GALVANIZED PIPE
- Galvanized steel pipe, where indicated on the drawings, shall be ASA Schedule 40 mild steel screwed pipe. Fittings shall be medium galvanized screwed beaded malleable iron.
- All galvanized pipe and fittings installed below grade shall be painted with two (2) coats of Koppers #50 Bitumastic, or approved equal. Pipes may be wrapped with an approved asphaltic tape.
- H. UVR-PVC PIPE
- UVR-PVC pipe, where indicated on the drawings, shall be ultra-violet resistant, Schedule 40 PVC pipe. Fittings shall be UVR-PVC fittings.
- BACKFLOW PREVENTION UNIT
- Backflow prevention unit shall be factory assembled and shall be as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install backflow prevention unit as indicated in the details on the drawings and in accordance with manufacturer's recommendation.
- J. VALVE BOXES
- Gate valves and remote control valves, except for anti-siphon valves, shall be installed below grade as indicated in the details on the drawings, in lockable valve boxes manufactured by Carson, Brooks, Fraser, Ametek, or approved equal.
- Valve box lids shall be per Irrigation Legend. Gate valves shall be identified by stamping "CV" on the valve box cover. Remote control valves shall be identified by stamping "RCV" and station number on the valve box cover.
- Valve boxes shall be set one inch (1") above finish grade, with valves set at sufficient depth to provide appropriate clearance between the cover and valve.
- K. ISOLATION VALVES
- Isolation valves (ball) shall be as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install isolation valves as indicated in the details on the drawings and in accordance with manufacturer's recommendation.
- L. QUICK COUPLING VALVES
- Quick coupling valves shall be as indicated in the Irrigation Legend on the drawings.
- M. ANTI-DRAIN VALVES
- Where indicated on the drawings, and as needed for field conditions, anti-drain valves shall be as indicated in the Irrigation Legend on the drawings.
- N. REMOTE CONTROL VALVES
- Remote control valves shall be solenoid activated, of the type, manufacturer and size as indicated in the Irrigation Legend on the drawings.

- . CONTROLLERS AND WIRING
- Controller shall be of the type and manufacturer as indicated in the Irrigation Legend on the drawings, or approved equal. Contractor shall install controller as indicated in the details on the drawings and in accordance with manufacturer's recommendations.
- For traditional wire systems connections between the controller and the remote control valves shall be made with direct burial solid copper wire. Control wire shall be #14 AWG, Type U.F., 600 volt. Common wire shall be #12 AWG. Wire shall be PVC insulated of single conductor type, underground feeder cable, U.L. approved.
- For traditional wire systems, as practical, pilot wires shall be a different color for each valve. Common wires shall be white with a different color stripe for each automatic controller. For 2wire systems, each controller shall have a different wire color.
- Wire shall be buried a minimum of eighteen inches (18") in depth and whenever possible shall occupy the same trench as the mainline, bundled and secured to irrigation pipelines at ten foot (10') intervals with plastic electrical tape, providing sufficient slack for expansion and contraction.
- Wire for slope systems shall be installed in a UVR PVC sleeve laid adjacent to the on-grade pipes.
- Provide a separate ground wire for each controller.
- An expansion curl shall be provided within three feet (3') of each wire connection and change of direction, and at least every 100 feet of wire length on longer runs.
- For traditional wire systems, all splices shall be made with Scotch-Lok #3576 Connector Sealing Packs, Rain Bird Pen-Tite, Sears DS-400 wire connectors, 3M DBY wire sealing packs, or approved equal. Use one (1) splice per connector sealing pack. Wire splices shall be located in pull boxes set one inch (1") above finish grade.
- For two wire systems, all splices shall be made with 3M DBY-6 direct bury splice kits or approved equal. Use one (1) splice per connector sealing pack. Wire splices shall be located in pull boxes set one inch (1") above finish grade.
- Field splices between the controller and remote control valves will not be permitted.
- For traditional wire systems, install a spare control wire of a different color along entire mainline. Loop thirty-six inches (36") excess wire into each single box and into one valve box in each group of valves.
- All controller wires installed within the garage shall be run in corrosion resistant thin metal wall electrical conduit and labeled as "Irrigation Control Wires."
- For two wire systems, surge protection against surge damage due to lightening or other electrical surge events is required. All installations shall conform to manufacturer's instructions, and must meet or exceed the American Society of Irrigation Consultants (ASIC) Earth Grounding Guideline 100-2002. In all cases where it does not conflict with appropriate grounding grid design for the project, Ground Rods or Plates as referred to in this specification shall conform to the following standards:

All grounding rods shall be bare copper of 5/8" diameter or greater, and 8' length or greater.
 All grounding plates shall be 5 square feet, typically 4" by 96", as outlined in ASIC

Grounding Guideline 100-2002.

3. A measured resistance reading of no more than 25 ohms is necessary at each

TW-LA-1 (Lightning Arrestor). ASIC Spec: Section 7.0 – Measuring resistance, item A.

Ground rods and plates shall be located at a minimum distance to assure that the two-wire path is outside of the electrode sphere of influence for the grounding rod. For an 8' grounding rod, this

means that the grounding rod must be connected at least 8' away from the two-wire path, at a right angle to the two-wire path. See the section below for details on connecting the

rod or plate to the device or lightning arrestor. (Under no circumstance should a ground rod or

ground plate be installed in or under a valve box, meter box or electrical box.)

P. IRRIGATION HEADS

- Irrigation heads shall be of the manufacturer, size, type, and rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as specified in the Irrigation
- Riser units shall be oriented perpendicular to the finish grade with nipples of the same size as the riser opening in the irrigation head.
- Spacing of heads and drip irrigation tubing shall not exceed the maximum shown on the drawings and in no case exceed the maximum spacing recommended by the manufacturer. Contractor responsible to insure complete coverage.
- Q. INSTALLATION
- Pipe shall be cut square and the ends reamed out to the full inside diameter of the pipe and thoroughly cleaned of dirt, dust and moisture before installation.
- PVC pipe shall be protected from tool damage during assembly. Plastic pipe which has been nicked, scarred or damaged shall be removed and replaced at the Contractor's expense.
- PVC solvent-weld joints shall be made in accordance with ASTM D-2855. Pipe shall not be exposed to water for twenty-four (24) hours after solvent-weld joints are completed.
- Trenches shall be of open vertical construction to appropriate depths as indicated on the drawings and specified herein. PVC pipe shall be laid on native grade or certified compacted subgrade, free of rocks or sharp-edged objects and snaked from side to side in the trench to allow for expansion and contraction.
- Teflon tape shall be used on all threaded PVC to PVC and on all threaded PVC to metal joints.
 Brass pipe and fittings shall be assembled using Teflon dope, applied to the male
- threads only.Galvanized pipe threads shall be cut with clean, sharp dies, conforming to American

Standards Association Specification. Male pipe threads shall be coated with a

non-toxic, non-hardening, non-corrosive joint compound.

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design

Stormwater Compliance
1570 Oakland Road (408) 487-2200

Land Surveying



CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

NOR PAR ENUE AND DRIVE

4

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CAD DWG FILE

DESIGNED BY:

DRAWN BY:

CHECKED BY

DATE:

SCALE:

ATEWAY C LOS GATOS,

NO DATE DESCRIPTION

PROJECT NO: 6784.00

678400SPC.DW0

AUGUST 2, 2024

LANDSCAPE SPECIFICATIONS

L5.3

- Rubber Ring Seal Joint:
- Use factory-made male end or prepare field-cut male end to exact specifications of factory-made end.
- Carefully clean bell or coupling and insert rubber ring without lubricant. Position ring carefully according to manufacturers recommendations.
- Lubricate male end according to manufacturers recommendations and insert male end to specified depth. Use hands only when inserting PVC pipe.
- Thrust blocks shall be provided where necessary to resist system pressure on ring-tite pipe and fittings. Blocks shall be concrete and the size shall be based on an average soil safe bearing load of 1000 pounds per square foot.
- ■Form thrust blocks in such a manner that concrete comes in contact only with the fittings. Thrust blocks shall be between solid soil and the fitting.
- Irrigation lines and control wiring shall be installed under paving in separate PVC Schedule 40 sleeves. Sleeves shall be installed with the coverage depths as specified herein.
- Piping under existing pavement may be installed by jacking, boring or hydraulic driving, except that no hydraulic driving will be permitted under asphaltic concrete pavement. Where cutting or breaking of existing pavement is necessary, obtain permission from the Owner before cutting or breaking pavement and then make all necessary repairs and replacements to the satisfaction of the Owner, and at no additional cost to the Owner.
- All lines shall have a minimum horizontal clearance of six inches (6") from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.
- Provide the following minimum coverage (where lines occur under paved areas, these coverage depths shall be considered below subgrade):

Pressure mainline 18"
Non-pressure lateral lines 12"
Control wiring 18"

- R. ADJUSTING AND TESTING THE SYSTEM
- Contractor shall furnish all equipment, materials and labor to conduct pipeline pressure tests, coverage tests and operational tests. All tests shall be made in the presence of the Owner prior to planting operations. Trenches shall not be backfilled until the pipeline pressure tests have been performed to the satisfaction of the Owner.
- After completion of pipeline assembly, prior to installation of terminal fittings, including but not limited to remote control valves and quick coupler valves, entire system shall be thoroughly flushed to remove dirt, scale or other deleterious material.
- With open ends capped, prior to installing valves, test pressure supply lines for six (6) hours at 125 PSI. Center load PVC pipe with a small amount of backfill to prevent arching and whipping under pressure.
- Contractor shall be responsible for correcting any portions of the work twenty (24) hours in advance for the following inspections,
 - system layout
 - pressure pipeline tests
 - coverage testsoperational tests (prior to commencing planting operations)

coverage and system shall be workable, clean and efficient.

- Coverage test shall demonstrate that each station area is balanced to provide uniform and adequate coverage.
- Operational test shall demonstrate the performance and operation of all components of the controller system. Remote control valves shall be properly balanced, heads adjusted for
- Contractor shall be responsible for correcting any portions of the work that are not properly installed and retesting until installation has been accepted by the Owner.
- . MATERIALS TO BE FURNISHED
- Contractor shall furnish the Owner the following materials at the end of construction, prior to the Post-Installation Maintenance Period:
 - Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on the project.
 - Two (2) five foot (5') valve keys for operating isolation valves.

Two (2) keys for each controller.

One (1) quick coupler key and matching hose swivels for each quick coupler valve installed.

One (1) set each approved as-built and record drawings.

Two (2) sets each approved controller charts.

7. AS-BUILT AND RECORD DRAWINGS

- Contractor shall maintain and keep up to date one (1) set of bluelines showing the "as-built" location of major features of the project and indicating changes that may occur during installation.
- Prior to acceptance of the work, Contractor shall furnish the Owner with one (1) set of reproducible transparencies as the Record Set showing the as-built data, of a quality satisfactory to the Owner. Transfer as-built data in ink (no ball point pen) and eradicate outdated items.
- Dimension from two (2) permanent points of reference (buildings, monuments, sidewalks, curbs, pavement) the location of the following items:

Point of connection to existing water lines.
Point of connection to existing electrical power.

Irrigation valves.

Routing of irrigation pressure lines (dimensions, maximum 100' along route).

Remote control valves.
Routing of control valves.
Quick coupling valves.

Other related equipment as requested by the Owner.

 Contractor shall submit As-built/Record Drawings to Owner for review prior to completing Controller Charts.

U. CONTROLLER CHARTS

Contractor shall provide two (2) controller charts for each controller supplied. The controller charts shall show the area controlled and shall be the maximum size which the controller door will allow. The controller charts shall be a photographic print with a different color indicating the area of coverage for each station. When completed and approved, the controller charts shall be hermetically sealed between two (2) pieces of transparent plastic, each being a minimum of twenty (20) mils thick.

V. OPERATION AND MAINTENANCE MANUALS

Prepare and deliver four (4) individually bound copies of the Operation and Maintenance Manual to the Owner at least ten (10) calendar days prior to acceptance of the work. The Manual shall include descriptive material of equipment installed and shall be in sufficient detail for maintenance personnel to understand, operate and maintain all equipment. Each complete, bound manual shall include the following:

Index sheets stating Contractor's address and telephone number, list of equipment with names and addresses of local manufacturers representatives.

Catalog and parts sheets on all material and equipment installed.

Guarantee statement.

Complete operating and maintenance instructions.

W. GUARANTEE

Contractor shall guarantee all materials and equipment for one (1) year from the date of acceptance of the work. Should any trouble develop within the time specified due to inferior or faulty materials or workmanship, the Contractor shall be responsible for costs incurred due to repair and replacement.

GENERAL PLANTING

A. GENERAL

- Contractor shall provide all labor, materials and equipment for the installation of plant material as indicated on the drawings and as specified herein.
- Contractor shall coordinate planting with other site improvements. Unless otherwise specified, structural improvements shall be installed prior to planting operations.
- Contractor shall be responsible for locating and staking existing sewer, water and utility lines above or below grade that might be damaged as a result of planting operations. Contractor shall assume sole responsibility for any cost incurred due to damage and for replacement of aforementioned utilities.
- All work on the irrigation system, including hydrostatic, coverage, and operational tests, and the backfilling and compaction of trenches shall be performed prior to planting operations.
- Samples of fertilizers, soil conditioners, seed, or other materials shall be submitted to Owner forty-eight (48) hours prior to incorporation in the work.
- An agricultural suitability and fertility analysis soils report shall take precedence over these specifications.

. PLANT MATERIAL QUALITY

- Plant material shall be in accordance with the State Department of Agriculture's regulations for nursery inspections, rules and grading. All plants shall be of No. 1 Grade and have a normal habit of growth, and shall be sound, healthy, vigorous and free of insect infestations, plant diseases, sun scalds, fresh bark abrasions or other objectionable disfigurements. All plants shall have a normal, well-developed branch system and vigorous and fibrous root system which is not root bound and is free of kinked or girdling roots.
- Nursery growth stock shall be selected from high quality, well-shaped stock, grown under climatic conditions similar to those in the project locale. Minimum acceptable size of plants as indicated in the drawings shall correspond with that normally expected for the species and variety of commercially available nursery stock.
- Where applicable, caliper shall be the diameter of the trunk one foot (1') above the ground surface.
- Oversize plants may be used if not root bound, but shall not increase the Contract price. Up to ten percent (10%) of undersized plants in any one (1) variety and grade may be used, provided they are larger than the average size of the next smallest grade.
- Scientific and common names conform to customary nursery usage.
- Types and sizes of plant materials shall be as indicated on the drawings. Quantities shown are a guide only, Contractor shall verify quantities by plan check.
- The Owner reserves the right to refuse or reject any unsuitable plant material. Unsuitable plants shall be removed from the project site and replaced at the Contractor's expense. Replacement plants shall be the same species, variety, size and conditions as specified.
- Pruning of plant materials shall not be done prior to delivery. After planting, pruning shall be limited to the minimum necessary to remove injured twigs and branches, dead wood and suckers.
- Plant material is subject to substitution based upon availability. Substituted material shall be approved in advance by the Owner.

C. FERTILIZERS

■ Fertilizers shall comply with applicable requirements of the State Agricultural Code and shall be packaged, first grade, commercial quality products identified as to source, type of material, weight and manufacturer's guaranteed analysis. Fertilizers shall not contain toxic ingredients in quantities harmful to human, animal, or plant life. When requested, Contractor shall furnish the Owner with Certificate of Compliance stating that the material substantially meets the specifications.

- Commercial fertilizer shall be a pelleted, beaded, or granular product having the chemical analysis specified herein and shall be free-flowing material delivered in original unopened containers. Use of material which becomes caked or otherwise damaged shall not be
- Organic base fertilizer shall be comprised of decomposed animal, fish and vegetable matter with humic acids and a bacterial stimulant, manufactured as Gro-Power by Southern California Organic Fertilizer Co., Glendale, California, or approved equal.

D. AMENDMENTS

- Nitrogen stabilized organic amendment shall be a ground or processed wood product derived from wood of redwood, fir or cedar, treated with a non-toxic agent to absorb water quickly. Nitrogen content, based on dry weight, shall be 0.5% for redwood and 0.7% for fir and cedar. Iron content, based on dry weight, shall be 0.1%. Pine sawdust is not acceptable.
- When requested, Contractor shall furnish the Owner with a delivery receipt and Certificate of Compliance stating that the material substantially meets the specifications.

TOPSOIL

- Topsoil shall consist of fertile, friable soil of loamy character, and shall contain an amount of organic matter normal to the area. It shall be reasonably free from weeds, refuse, roots, heavy or stiff clay, stones larger than one inch (1") in diameter, sticks, brush, litter and other deleterious substances. Topsoil may be obtained from the site if approved by the Owner.
- When required, imported topsoil shall be subject to inspection and testing at the source of supply prior to delivery to the project.

F. MATERIAL DELIVERY AND INSPECTION

- Plant material shall be delivered with legible identification labels, handled and stored adequately to maintain a healthy condition, protecting them from drying out, windburn or any other injury.
- Inspection of plant materials required by Owner, County, State or Federal authorities shall be the responsibility of the Contractor. When requested, Contractor shall furnish copies of such permits or certificates to Owner.

SOIL PREPARATION

- Areas to receive "soil preparation" include turf, groundcover from rooted cuttings and non-slope hydroseeded areas.
- Fertilizing and conditioning materials shall be as specified in the project agricultural suitability report. Wash off fertilizer from plant.
- If an agricultural suitability report is not available, the following amendments, or approved equal, shall be mechanically spread and uniformly cultivated into the upper six inches (6") per 1,000 square feet of soil by suitable equipment operated at approximately right angles in at least two (2) directions:
 - 3 CY Nitrogen stabilized organic amendment 125 LBS Gro-Power Plus soil conditioner/fertilizer
 - 30 LBS Agricultural gypsum

Resulting soil shall be clean, in a friable condition and suitable for planting.

. WEED ABATEMENT OPERATIONS

- The irrigation system and finish grade shall be completed prior to weed abatement operations.
- Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of three (3) weeks (21 consecutive calendar days). At the end of the three (3) week period, Contractor shall spray all visible weeds with a contact herbicide. Application method shall be as recommended by manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours. Remove weeds from site.
- Water seven (7) additional consecutive calendar days from the first application, and apply a contact herbicide as may be necessary. After second spraying, water shall not be applied for an additional forty-eight (48) hour period. Applications shall continue at seven (7) day intervals as determined by the Owner.
- Contractor shall apply spray chemicals when air currents are still, preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.
- Weeds and debris shall be disposed of off-site.

I. BACKFILL

- Backfill shall be as specified in the project agricultural suitability report, machine-mixed and approved by the Owner prior to incorporation in planting pits.
- If a agricultural suitability report is not available, the following amendments or approved equal, shall be incorporated:

7 parts by volume On-site soil

3 parts by volume Nitrogen stabilized organic amendment 16 LBS per CY of mix Gro-Power Plus soil conditioner/fertilizer

1 LB per CY of mix Iron sulfate2 LBS per CY of mix Agricultural gypsum

J. INSTALLATION -SHRUBS, VINES, AND TREES

- Stake plant locations and secure approval from the Owner before excavating pits. Excavated pits shall be as indicated in the details on the drawings. Dust sides of pits with gypsum before backfilling.
- Containers shall be opened and removed such that the rootball is not injured.
- Water all planting areas thoroughly after installation of plant materials. Additional backfill shall be added to fill voids caused by water settlement.

- Trees shall be staked at time of planting as indicated in the details on the drawings.
- All nursery stakes shall be removed after tree has been planted and staked according to construction details.

K. BIOTREAMENT SOIL

- Biotreatment soil shall conform to the most current regional permit based on project location.
- Biotreament soil for projects located within the MRP (Municipal Regional Permit) boundary including but not limited to portions of Contra Costa County, Alameda County, San Mateo County and Santa Clara County shall conform to California Regional Water Quality Control Board San Francisco Bay Region Municipal Stormwater NPDES Permit No. CAS6120058 Attachment L "Specification of Soils for Biotreament or Bioretention Facilities."
- Biotreament soil for projects located within the Small MS4s (Municipal Separate Storm Sewer System) General Permit Boundary including but not limited to portions of Santa Clara County (southern), Santa Cruz County, San Benito County and Monterey County shall conform to the provisions in the permit. If none exists, soil shall conform to California Regional Water Quality Control Board San Francisco Bay Region Municipal Stormwater NPDES Permit No. CAS6120058 Attachment L "Specification of Soils for Biotreament or Bioretention Facilities."

L. GUARANTEE

- Contractor shall guarantee plant material through one (1) full year after the date of acceptance of the work.
- Replacement plant material shall be of the same species, variety, & size as originally planted and shall be guaranteed for one (1) full year from the date of re-planting.
- Cost incurred due to replacement of dead or dying plant material shall be the responsibility of the Contractor.

M. INSTALLATION - HYDROSEEDING

An agricultural suitability report that has been prepared for the specific site shall take precedent over the following materials. If such report is not available, the following materials shall be of such a character that when dispersed in a uniform slurry shall form an absorbent porous mat:

3000 gallons per acre

1500 to 3000 pounds per acre,
depending on slope

5 to 15 pounds per acre,
depending on slope

5 to 15 pounds per acre,
depending on slope

Fresh water

Wood cellulose fiber, Conwed 2000 or approved equal

Organic stabilizer, ECO E-Tac or approved equal

Grow-Power Plus, or approved equal

Seed mixture shall be as indicated on the drawings.

1000 pounds per acre

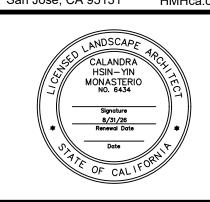
- Water shall be fresh, free of impurities, excess chlorine and salts.
- Fiber shall be clean, weed-free mulch of wood cellulose containing no germination or growth-inhibiting factors. Fiber shall contain a harmless, temporary green dye.
- Mixing shall be performed in a tank, with a built-in continuous agitation and recirculation system, of sufficient operating capacity to produce a homogeneous slurry and a discharge system which will apply the slurry to the designated areas at a continuous and uniform rate.
- The slurry preparation shall take place at the project site and shall begin by adding water to the tank when the engine is at halt throttle. When the water level has reached the height of the agitator shaft, good recirculation shall be established, and at this time the seed shall be added. Fertilization shall then be added followed by the wood cellulose fiber, when the tank is at least one-third (1/3) filled with water. Spraying shall commence immediately when the tank is full.
- Contractor shall spray designated areas with the slurry in a sweeping motion, in an arched stream, until a uniform coat is achieved and the material is spread at the required rate per acre.
- A slurry mixture which has not been applied within four (4) hours after mixing shall be rejected and replaced at the Contractor's expense.
- Slopes shall be hydroseeded after weed abatement operations and planting of trees and shrubs.

■ Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the

- responsibility of the Contractor.
- INSTALLATION SOD
 Prepare soil and provide weed abatement operations in accordance with the General Planting Section. Rake, cultivate, float and roll until areas to receive turf are in a smooth and uniform
- Finish grade for turf areas shall be one inch (1") below the finish surface of walks, curbs, or related hardscape.
- Prior to sodding, soil shall be moist to a minimum depth of one inch (1").
- Prior to installation, area to be sodded shall receive sulphate of ammonia at the rate of one
 (1) pound per 200 square feet.
- Sod shall be laid and tamped with butt joint in a staggered "running bond" pattern.
- After installation, sod shall be rolled with a 200-pound water-filled lawn roller.
- Sod shall be as indicated on the drawings.

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200 San Jose, CA 95131 HMHca.com



CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

R PARF E AND

EWAY DR os gatos, ca

RLTON

NO DATE DESCRIPTION

PROJECT NO: 6784.00

CAD DWG FILE: 678400SPC.DWG

DESIGNED BY: LS

DRAWN BY: HMH

CHECKED BY: CM

DATE:

SCALE:

LANDSCAPE SPECIFICATIONS

AUGUST 2, 2024

L5.4

POST-INSTALLATION MAINTENANCE PERIOD

GENERAL

- Contractor shall provide all labor, materials and equipment to perform work during the Post-Installation Maintenance Period, as specified herein, including but not limited to, adequate watering of plant material, replacing unsuitable plant material and controlling weeds, rodents and other pests.
- Contractor shall maintain the project on a continuous basis from the first day after planting is completed, until acceptance of the work.
- Costs incurred due to damage or replacement during Post-Installation Maintenance Period shall be the responsibility of the Contractor.
- Unless stipulated otherwise by the Owner, the Post-Installation Maintenance Period shall consist of a minimum of ninety (90) consecutive calendar days, once all parties agree the Maintenance Period can start.
- Post-Installation Maintenance Period may be extended by the Owner if the project is improperly maintained, appreciable replacement is required, or other corrective work becomes necessary.

. EXECUTION

- All areas including, but not limited to, turf, ground cover, and concrete flatwork, shall be kept clean and free of weeds, litter and debris.
- Subsurface drains and catch basin grates shall be kept clear of leaves, litter and debris to ensure unimpeded passage of water. Drainlines shall be periodically flushed with clear water to avoid build-up of silt and debris.
- Before weeds exceed two inches (2") in height, they shall be removed and disposed of off-site. All weeds shall be spot sprayed and left in place for seven (7) calendar days. Areas sprayed shall remain unwatered for a minimum of forty-eight (48) hours. Dead weeds shall be removed seven (7) calendar days after application and disposed of off-site.
- If the Owner notifies the Contractor of failure to control weeds as specified herein, the Contractor shall kill all weeds within ten (10) calendar days of such notification. The Post-Installation Maintenance Period will be extended for every day after the ten (10) calendar days until such weeds have been killed.
- Contractor shall take appropriate steps to eliminate rodents.

C. IRRIGATION SYSTEM

- Contractor shall operate the irrigation system automatically and shall properly and completely maintain all parts of the irrigation system.
- Contractor shall provide for delivery of water in sufficient quantities and adjust water application to compensate for seasonal conditions and shall ensure full and complete coverage.
- Costs incurred due to repair or replacement of equipment shall be the responsibility of the Contractor. Replacement parts shall be identical to the material and as indicated on the drawings and specified herein.

D. TURF

- Prior to acceptance of the project and maintenance period, turf areas shall be established with a uniform 80% coverage, healthy vigorous growth and to a minimum of two inches (2") in height. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- If an agricultural suitability soils report is not available, turf areas shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.
- First mowing of turf shall be performed when the grass is two and one-half inches (2-1/2") in height. After initial mowing, turf shall be cut as often as necessary to maintain the turf at a height of two inches (2") for bluegrass and fescues and one inch (1") for bermuda.
- Contractor shall trim around irrigation heads to allow for unimpeded spray, at the base of trees, and at borders along walks, mowstrips and curbs.
- Contractor shall remove all grass clippings from project site.

E. SPECIALTY SODS INCLUDING NATIVE, MOW FREE, AND BIOFILTRATION SOD

- Prior to acceptance of the project and maintenance period, turf areas shall be established with a uniform 80% coverage, healthy vigorous growth and to a minimum of four inches (4") in height. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- If an agricultural suitability soils report is not available, specialty sod areas shall be fertilized with Gro Power Plus or approved equal two or three times per year in early spring, late spring, or fall depending on grower reccomendations and sod type and sod health. Specialty sods do not require as much fertilization as tradional fescue sod.
- Mow free and specialty sods shall be allowed to grow without regular mowing or line trimming. No more than 1/3 of the leaf blade shall be removed, mowed or trimmed in any trim or mow cycle. Specialty sod shall never be mowed or trimmed to a height less than 4". Mowing or trimming shall be done once a year in the late spring to remove florets or seed heads.
- Contractor shall trim around irrigation heads to allow for unimpeded spray, at the base of trees, and at borders along walks, mowstrips and curbs.
- Contractor shall remove all grass clippings from project site.

F. GROUND COVER AREAS

■ If an agricultural suitability soils report is not available, ground cover areas shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.

G. TREES

- If required, or at the direction of the Owner, trees planted as part of the Contract shall be pruned or headed back, to eliminate diseased or damaged growth, reduce toppling or wind damage, maintain growth within space limitations, maintain natural appearance, due to vandalism, and to balance the crown with the root structure.
- Staking of trees shall be checked frequently for damage, and to prevent chaffing or girdling.
 Costs incurred due to damage or replacement due to improper staking materials shall be the responsibility of the Contractor.
- At the request of the Owner, wounds over one and one-half inch (1-1/2") in diameter may be sealed with an approved tree seal.
- Dead or dying trees shall be immediately replaced at the Contractor's expense with material
 of the same species and size and guaranteed as described in these specifications.
- Contractor shall exercise preventive measures when using stringline trimmers near tree trunks. Costs incurred due to damage or replacement of trees due to improper measures shall be the responsibility of the Contractor.

H. SLOPES

- Prior to acceptance of the project and maintenance period, slopes shall be established with a uniform 80% coverage, healthy vigorous growth. Costs incurred for repair or replacement of bare, sparse or damaged areas shall be the responsibility of the Contractor.
- Seed for replacement shall be of the same type and quantity ratio as specified in the Plant List on the drawings.
- If a soils report is not available, slopes shall be fertilized with Gro Power Plus or approved equal every seventy (70) calendar days, at a rate recommended by the manufacturer.

I. BIOTREAMENT AREAS

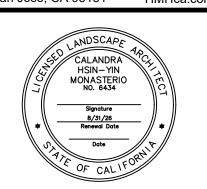
■ Biotreatment areas and facilities including but not limited to planting, irrigation, soils, impermeable liner, drain rock, mulch, underground storm drain piping, and tree filter boxes shall be monitored and maintained throughout the life of the project in accordance with local regulations and requirements.

J. INSPECTION

Upon completion of the Post-Installation Maintenance Period, Contractor shall request a final observation and letter of acceptance of the work performed in accordance with the Contract Documents. The request shall be made to the Owner, a minimum of seven (7) calendar days prior to the date for inspection.

Land Use Entitlements
Land Planning
Landscape Architecture
Civil Engineering
Utility Design
Land Surveying
Stormwater Compliance

1570 Oakland Road (408) 487-2200 San Jose, CA 95131 HMHca.com



CONSULTANT LOGO PLACEHOLDER (SIZE FLEXIBLE)

R PARK E AND VE

EWAY DR

NO DATE DESCRIPTION

PROJECT NO: 6784

NO DATE DESCRIPTION

PROJECT NO: 6784.00

CAD DWG FILE: 678400SPC.DWG

DESIGNED BY: LS

DRAWN BY: HMH

CHECKED BY: CM

DATE: AUGUST 2, 2024

SCALE: NONE

LANDSCAPE SPECIFICATIONS

L5.5



EXHIBIT B ROTARY TREE GROVE DONATON LEVELS

Mature Oak Tree at center of Grove (1)

\$5,000

• Name on largest sized paver in front of center tree.

Other Oak Trees

\$1,500

Name on second largest paver.

Bench (5 available)

\$3,000

- 10 year donation; After 10 years bench will be replaced as Town deems necessary. Replacement will be requested by Rotary to Parks and Public Works. Replacement will follow Town practice in place at time of replacement.
- Name on plaque on bench

Pavers (depending on size)

\$300, \$500, \$800

- Name on the paver
- Pavers will remain in place for life of paver. Replacement will be requested by Rotary to Parks and Public Works. Replacement will follow Town practice in place at time of replacement.

Rotary would open donations to all of club members, other service clubs and then to the community at large including the neighbors to the grove. Rotary would also be open to businesses being sponsors, as well. The approval of sponsors would be at the discretion of Rotary Centennial Committee. We do not foresee declining any but would want that option.

Town reserves the right to decline placement of the names of any business or any personal messaging from donors that it deems to be immoral, unethical or in conflict with the values of the Town.



MEETING DATE: 09/03/2024

ITEM NO: 10

DATE: August 29, 2024

TO: Mayor and Town Council

FROM: Laurel Prevetti, Town Manager

SUBJECT: Approve the Revised Temporary Classifications Salary Schedules for FY

2024/25, FY 2025/26, and FY 2026/27

RECOMMENDATION:

Approve the revised Temporary Classifications Salary Schedules for FY 2024/25, FY 2025/26, and FY 2026/27 (Attachment 1 through Attachment 3).

BACKGROUND:

Town Council approved the Temporary Classifications FY 2024/25, FY 2025/26, and FY 2026/27 salary schedules on August 20, 2024.

DISCUSSION:

After further review, staff discovered that at the time of the August 20th presentation, some of the hourly rates were rounded to two decimal places instead of four decimal places. Attachment 1 through Attachment 3 contain the revised schedules consistently rounding all salary steps to four decimal places.

CONCLUSION:

It is recommended that Council approve the revised Temporary Employee Salary Schedules for FY 2024/25, FY 2025/26, and FY 2026/27 (Attachment 1 through Attachment 3).

PREPARED BY: Cheryl Parkman

Human Resources Director

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

PAGE **2** OF **2**

SUBJECT: Approve the Revised FY 2024/25, FY 2025/26, and FY 2026/27 Temporary

Classifications Salary Schedules

DATE: August 29, 2024

FISCAL IMPACT:

There is no fiscal impact to approve the revised schedules as this corrects a clerical error.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

- 1. FY 2024/25 Salary Schedule for Temporary Classifications Effective July 7, 2024
- 2. FY 2025/26 Salary Schedule for Temporary Classifications Effective July 6, 2025
- 3. FY 2026/27 Salary Schedule for Temporary Classification Effective July 5, 2026

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2024/25 Effective July 7, 2024

Class	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Code	Assessment Clerk Towns / Househ	Handy	TF2 04	¢20.0275	¢20.2720	¢24.002C	¢22.4072	¢25.4646	¢26.0107
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$34.7550	\$36.4928	\$38.3174	\$40.2333	\$42.2450	\$44.3573
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$34.7550	\$36.4928	\$38.3174	\$40.2333	\$42.2450	\$44.3573
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$31.6050	\$33.1853	\$34.8446		\$38.4161	\$40.3369
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$33.2010	\$34.8611	\$36.6042	\$38.4344	\$40.3561	\$42.3739
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$47.5755	\$49.9543	\$52.4520	\$55.0746	\$57.8283	\$60.7197
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$54.7785	\$57.5174	\$60.3933	\$63.4130	\$66.5837	\$69.9129
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$47.3865	\$49.7558	\$52.2436	\$54.8558	\$57.5986	\$60.4785
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$47.5755	\$49.9543	\$52.4520	\$55.0746	\$57.8283	\$60.7197
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$40.8975	\$42.9424	\$45.0895	\$47.3440	\$49.7112	\$52.1968
9530	Communication Dispatcher Temp/Hourly*	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$42.4935	\$44.6182	\$46.8491	\$49.1916	\$51.6512	\$54.2338
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9532	CSO Temp/Hrly	Hourly	TE2-12	\$37.2330	\$39.0947	\$41.0494	\$43.1019	\$45.2570	\$47.5199
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$38.1885	\$40.0979	\$42.1028	\$44.2079	\$46.4183	\$48.7392
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$38.5875	\$40.5169	\$42.5427	\$44.6698	\$46.9033	\$49.2485
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$33.2010	\$34.8611	\$36.6042	\$38.4344	\$40.3561	\$42.3739
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$20.3280	\$21.3444	\$22.4116	\$23.5322	\$24.7088	\$25.9442
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$38.2515	\$40.1641	\$42.1723	\$44.2809	\$46.4949	\$48.8196
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$40.4145	\$42.4352	\$44.5570	\$46.7849	\$49.1241	\$51.5803
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$41.9790	\$44.0780	\$46.2819	\$48.5960	\$51.0258	\$53.5771

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2024/25 Effective July 7, 2024

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$40.4880	\$42.5124	\$44.6380	\$46.8699	\$49.2134	\$51.6741
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$30.8700	\$32.4135	\$34.0342	\$35.7359	\$37.5227	\$39.3988
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661
9830	Library Teen Services Specialist	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9600	Maintenance Assistant	Hourly	AF2-02	\$19.4250	\$20.3963	\$21.4161	\$22.4869	\$23.6112	\$24.7918
9900	Network Administrator	Hourly	TE2-21	\$45.3075	\$47.5729	\$49.9515	\$52.4491	\$55.0716	\$57.8252
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$25.9770	\$27.2759	\$28.6397	\$30.0717	\$31.5753	\$33.1541
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$37.2330	\$39.0947	\$41.0494	\$43.1019	\$45.2570	\$47.5199
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$28.9275	\$30.3739	\$31.8926	\$33.4872	\$35.1616	\$36.9197
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$32.5080	\$34.1334	\$35.8401	\$37.6321	\$39.5137	\$41.4894
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$26.5755	\$27.9043	\$29.2995	\$30.7645	\$32.3027	\$33.9178
9440	Permit Technician	Hourly	TE2-11	\$35.8155	\$37.6063	\$39.4866	\$41.4609	\$43.5339	\$45.7106
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Office	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$32.3820	\$34.0011	\$35.7012	\$37.4863	\$39.3606	\$41.3286
9000	Project Manager	Hourly	Mgmt			up to \$1	24.9815		
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$44.9610	\$47.2091	\$49.5696	\$52.0481	\$54.6505	\$57.3830
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$47.5755	\$49.9543	\$52.4520	\$55.0746	\$57.8283	\$60.7197
9831	Senior Library Page	Hourly	TE2-02	\$20.3280	\$21.3444	\$22.4116	\$23.5322	\$24.7088	\$25.9442
9725	Special Event Attendant	Hourly	TE2-07	\$19.4250	\$20.3963	\$21.4161	\$22.4869	\$23.6112	\$24.7918
9610	Ticket Booth Attendant	Hourly	AF2-05	\$17.5245	\$18.4007	\$19.3207	\$20.2867	\$21.3010	\$22.3661

^{*}The Communication Dispatcher Temp/Hourly will get paid from the Communication Dispatcher regular schedule

Reflects General Increase of 5%

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2025/26 Effective July 6, 2025

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$35.7977	\$37.5876	\$39.4670	\$41.4404	\$43.5124	\$45.6880
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$35.7977	\$37.5876	\$39.4670	\$41.4404	\$43.5124	\$45.6880
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$32.5532	\$34.1809	\$35.8899	\$37.6844	\$39.5686	\$41.5470
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$34.1970	\$35.9069	\$37.7022	\$39.5873	\$41.5667	\$43.6450
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$49.0028	\$51.4529	\$54.0255	\$56.7268	\$59.5631	\$62.5413
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$56.4219	\$59.2430	\$62.2052	\$65.3155	\$68.5813	\$72.0104
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$48.8081	\$51.2485	\$53.8109	\$56.5014	\$59.3265	\$62.2928
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$49.0028	\$51.4529	\$54.0255	\$56.7268	\$59.5631	\$62.5413
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$42.1244	\$44.2306	\$46.4421	\$48.7642	\$51.2024	\$53.7625
9530	Communication Dispatcher Temp/Hourly*	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$43.7683	\$45.9567	\$48.2545	\$50.6672	\$53.2006	\$55.8606
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9532	CSO Temp/Hrly	Hourly	TE2-12	\$38.3500	\$40.2675	\$42.2809	\$44.3949	\$46.6146	\$48.9453
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$39.3342	\$41.3009	\$43.3659	\$45.5342	\$47.8109	\$50.2014
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$39.7451	\$41.7324	\$43.8190	\$46.0100	\$48.3105	\$50.7260
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$34.1970	\$35.9069	\$37.7022	\$39.5873	\$41.5667	\$43.6450
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$20.9378	\$21.9847	\$23.0839	\$24.2381	\$25.4500	\$26.7225
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$39.3990	\$41.3690	\$43.4375	\$45.6094	\$47.8899	\$50.2844
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$41.6269	\$43.7082	\$45.8936	\$48.1883	\$50.5977	\$53.1276
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$43.2384	\$45.4003	\$47.6703	\$50.0538	\$52.5565	\$55.1843

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2025/26 Effective July 6, 2025

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$41.7026	\$43.7877	\$45.9771	\$48.2760	\$50.6898	\$53.2243
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$31.7961	\$33.3859	\$35.0552	\$36.8080	\$38.6484	\$40.5808
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371
9830	Library Teen Services Specialist	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9600	Maintenance Assistant	Hourly	AF2-02	\$20.0078	\$21.0082	\$22.0586	\$23.1615	\$24.3196	\$25.5356
9900	Network Administrator	Hourly	TE2-21	\$46.6667	\$49.0000	\$51.4500	\$54.0225	\$56.7236	\$59.5598
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$26.7563	\$28.0941	\$29.4988	\$30.9737	\$32.5224	\$34.1485
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$38.3500	\$40.2675	\$42.2809	\$44.3949	\$46.6146	\$48.9453
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$29.7953	\$31.2851	\$32.8494	\$34.4919	\$36.2165	\$38.0273
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$33.4832	\$35.1574	\$36.9153	\$38.7611	\$40.6992	\$42.7342
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$27.3728	\$28.7414	\$30.1785	\$31.6874	\$33.2718	\$34.9354
9440	Permit Technician	Hourly	TE2-11	\$36.8900	\$38.7345	\$40.6712	\$42.7048	\$44.8400	\$47.0820
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Officer)	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$33.3535	\$35.0212	\$36.7723	\$38.6109	\$40.5414	\$42.5685
9000	Project Manager	Hourly	Mgmt			up to \$1	.28.7310		
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$46.3098	\$48.6253	\$51.0566	\$53.6094	\$56.2899	\$59.1044
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$49.0028	\$51.4529	\$54.0255	\$56.7268	\$59.5631	\$62.5413
9831	Senior Library Page	Hourly	TE2-02	\$20.9378	\$21.9847	\$23.0839	\$24.2381	\$25.4500	\$26.7225
9725	Special Event Attendant	Hourly	TE2-07	\$20.0078	\$21.0082	\$22.0586	\$23.1615	\$24.3196	\$25.5356
9610	Ticket Booth Attendant	Hourly	AF2-05	\$18.0502	\$18.9527	\$19.9003	\$20.8953	\$21.9401	\$23.0371

^{*}The Communication Dispatcher Temp/Hourly will get paid from the Communication Dispatcher regular schedule

Reflects General Increase of 3%

Page 93 porary 3%

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2026/27 Effective July 5, 2026

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9305	Account Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9310	Account Technician Temp/Hourly	Hourly	TE2-10	\$36.8716	\$38.7152	\$40.6510	\$42.6836	\$44.8178	\$47.0587
9300	Accountant Temp/Hourly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400
9010	Admin Analyst Temp/Hourly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400
9100	Admin Specialist Temp/Hourly	Hourly	TE2-10	\$36.8716	\$38.7152	\$40.6510	\$42.6836	\$44.8178	\$47.0587
9580	Administrative Assistant Temp/Hourly	Hourly	TE2-05	\$33.5298	\$35.2063	\$36.9666	\$38.8149	\$40.7556	\$42.7934
9105	Administrative Secretary Temp/Hourly	Hourly	TE2-09	\$35.2229	\$36.9840	\$38.8332	\$40.7749	\$42.8136	\$44.9543
9656	Assistant Engineer Temp/Hourly	Hourly	TE2-23	\$50.4729	\$52.9965	\$55.6463	\$58.4286	\$61.3500	\$64.4175
9655	Associate Civil Engineer Temp/Hourly	Hourly	TE2-24	\$58.1146	\$61.0203	\$64.0713	\$67.2749	\$70.6386	\$74.1705
9400	Associate Planner Temp/Hourly	Hourly	TE2-22	\$50.2723	\$52.7859	\$55.4252	\$58.1965	\$61.1063	\$64.1616
9410	Building Inspector Temp/Hrly	Hourly	TE2-23	\$50.4729	\$52.9965	\$55.6463	\$58.4286	\$61.3500	\$64.4175
9112	Clerical Aide Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283
9430	Code Compliance Officer Temp/Hourly	Hourly	TE2-16	\$43.3881	\$45.5575	\$47.8354	\$50.2272	\$52.7386	\$55.3755
9530	Communication Dispatcher Temp/Hourly 8	Hourly	TE2-19						
9545	Crime Analyst Temp/Hourly	Hourly	TE2-18	\$45.0813	\$47.3354	\$49.7022	\$52.1873	\$54.7967	\$57.5365
9540	CSO Intern Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9532	CSO Temp/Hrly	Hourly	TE2-12	\$39.5005	\$41.4755	\$43.5493	\$45.7268	\$48.0131	\$50.4138
9190	Deputy Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9660	Engineering Technician Temp/Hourly	Hourly	TE2-13	\$40.5142	\$42.5399	\$44.6669	\$46.9002	\$49.2452	\$51.7075
9621	Equipment Mechanic Temp	Hourly	AF2-01	\$40.9375	\$42.9844	\$45.1336	\$47.3903	\$49.7598	\$52.2478
9720	Facility Attendant Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283
9109	Human Resources Specialist Temp/Hourly	Hourly	TE2-09	\$35.2229	\$36.9840	\$38.8332	\$40.7749	\$42.8136	\$44.9543
9041	Intern I Temp/Hourly	Hourly	TE2-02	\$21.5659	\$22.6442	\$23.7764	\$24.9652	\$26.2135	\$27.5242
9040	Intern II Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9200	IT Technician Temp/Hrly	Hourly	TE2-14	\$40.5810	\$42.6101	\$44.7406	\$46.9776	\$49.3265	\$51.7928
9605	Lead Parks & Maint Worker	Hourly	AF2-06	\$42.8757	\$45.0195	\$47.2705	\$49.6340	\$52.1157	\$54.7215
9015	Legal Assistant Temp/Hrly	Hourly	TE2-17	\$44.5356	\$46.7624	\$49.1005	\$51.5555	\$54.1333	\$56.8400

Town of Los Gatos Temporary Classifications Salary Schedule for Fiscal Year 2026/27 Effective July 5, 2026

Class Code	Classification Title	Rate Type	Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
9810	Librarian Temp/Hourly	Hourly	TE2-15	\$42.9537	\$45.1014	\$47.3565	\$49.7243	\$52.2105	\$54.8210
9820	Library Assistant Temp/Hourly	Hourly	TE2-06	\$32.7500	\$34.3875	\$36.1069	\$37.9122	\$39.8078	\$41.7982
9840	Library Clerk Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9850	Library Page Temp/Hourly	Hourly	TE2-01	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283
9830	Library Teen Services Specialist	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9600	Maintenance Assistant	Hourly	AF2-02	\$20.6080	\$21.6384	\$22.7203	\$23.8563	\$25.0491	\$26.3016
9900	Network Administrator	Hourly	TE2-21	\$48.0667	\$50.4700	\$52.9935	\$55.6432	\$58.4254	\$61.3467
9180	Office Assistant Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9645	Park Service Officer Aide Temp/Hourly	Hourly	TE2-03	\$27.5590	\$28.9370	\$30.3839	\$31.9031	\$33.4983	\$35.1732
9640	Park Service Officer Temp/Hourly	Hourly	TE2-12	\$39.5005	\$41.4755	\$43.5493	\$45.7268	\$48.0131	\$50.4138
9560	Parking Control Officer Temp/Hourly	Hourly	TE2-04	\$30.6892	\$32.2237	\$33.8349	\$35.5266	\$37.3029	\$39.1680
9620	Parks & Main Worker Temp	Hourly	AF2-04	\$34.4877	\$36.2121	\$38.0227	\$39.9238	\$41.9200	\$44.0160
9630	Parks & Main Worker Trainee Temp	Hourly	AF2-03	\$28.1940	\$29.6037	\$31.0839	\$32.6381	\$34.2700	\$35.9835
9440	Permit Technician	Hourly	TE2-11	\$37.9967	\$39.8965	\$41.8913	\$43.9859	\$46.1852	\$48.4945
9590	Police Officer Reserve (Top Step of Officer)	Hourly	TE2-25						
9520	Police Officer Temp/Hourly (Top Step of Officer)	Hourly	TE2-25						
9550	Police Records Specialist Temp/Hourly	Hourly	TE2-08	\$34.3541	\$36.0718	\$37.8754	\$39.7692	\$41.7577	\$43.8456
9000	Project Manager	Hourly	Mgmt			up to \$1	.32.5930		
9650	Public Works Inspector Temp/Hourly	Hourly	TE2-20	\$47.6991	\$50.0841	\$52.5883	\$55.2177	\$57.9786	\$60.8775
9670	Senior Electrician Temp/Hourly	Hourly	TE2-23	\$50.4729	\$52.9965	\$55.6463	\$58.4286	\$61.3500	\$64.4175
9831	Senior Library Page	Hourly	TE2-02	\$21.5659	\$22.6442	\$23.7764	\$24.9652	\$26.2135	\$27.5242
9725	Special Event Attendant	Hourly	TE2-07	\$20.6080	\$21.6384	\$22.7203	\$23.8563	\$25.0491	\$26.3016
9610	Ticket Booth Attendant	Hourly	AF2-05	\$18.5917	\$19.5213	\$20.4974	\$21.5223	\$22.5984	\$23.7283

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Reflects General Increase of 3%

