

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MAY 05, 2026  
110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
7:00 PM**

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

**IMPORTANT NOTICE**

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

Council Member Rob Rennie will be participating via teleconference pursuant to Government Code Section 54953(b)(3) from a location at Via Santa Gemma Galgani, 50/1, 55100 Lucca, Italy. The teleconference location shall be accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

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

<https://logatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpjxYoK.1>

Enter Passcode: 577971

**CALL MEETING TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

- i. Affordable Housing Month Proclamation
- ii. Building Safety Month Proclamation
- iii. Historic Preservation Month Proclamation

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

**1. Approve the Minutes of the April 21, 2026, Town Council Meeting.**

**RECOMMENDATION:** Approve the Minutes of the April 21, 2026, Town Council Meeting.

**2. Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026, as a Public Hearing to Consider Objections to the Proposed Removal of Brush.**

**RECOMMENDATION:** Adopt a resolution declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 16, 2026, as a public hearing to consider objections to the proposed removal of the brush.

**3. Adopt a Resolution Approving the Engineer’s Report for all Landscape and Lighting Districts for Fiscal Year 2026-27, Adopt Resolutions of Intention to Order the Levy and Collection of Assessments for the Landscape and Lighting Districts No. 1 and 2, including the Associated Benefit Zones, and set the Date for the Public Hearing Regarding the Levy and Collection of Assessments.**

**RECOMMENDATION:** Staff recommends that the Town Council take the following actions:

- a. Adopt a Resolution (Attachment 1) approving the Engineer’s Report for all Landscape and Lighting Districts (Attachment 8) for FY 2026/27.
- b. Adopt resolutions of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 (Blackwell Drive Benefit Zone, Kennedy Meadows Benefit Zone, the Santa Rosa Heights Benefit Zone, Vasona Heights Benefit Zone, and Hillbrook Drive Benefit Zone); and Landscape and Lighting District No. 2 (Gemini Court Benefit Zone).
- c. Set June 16, 2026, as the date for the public hearing to hear and consider protests for the levy and collection of assessments.

**4. Authorize the Town Manager to Execute a Five-Year Agreement for Services with Pacific Water Arts, Inc. to Perform Fountain Maintenance at Town Plaza Park and Town Hall with a Base Year Not-To-Exceed an Amount of \$130,866 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).**

**RECOMMENDATION:** Authorize the Town Manager to execute a five-year agreement for services with Pacific Water Arts, Inc., with a base year not-to-exceed amount of \$130,866 for FY 26-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

**5. Authorize the Town Manager to Execute the Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2026-27 Augmentation Rate of \$155,127.**

**RECOMMENDATION:** Authorize the Town Manager to execute the second amendment to the agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to reflect the updated Fiscal Year (FY) 2026-27 augmentation rate of \$155,127.

**6. Authorize the Town Manager to Execute a Five-Year Agreement for Services with FieldTurf USA, Inc. to Perform Turf Maintenance at Creekside Sports Park with a Base Year Not-To-Exceed an Amount of \$27,690 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI).**

**RECOMMENDATION:** Authorize the Town Manager to execute a five-year agreement for services with FieldTurf USA, Inc., with a base year not-to-exceed amount of \$27,690.00 for FY 2026-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

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

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

**MANAGER MATTERS**

**ATTORNEY MATTERS AND CLOSED SESSION REPORT**

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

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

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

### HOW TO PARTICIPATE

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

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

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

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

Deadlines to submit written comments are:

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



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 1.

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, April 21, 2026**

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

**MEETING CALLED TO ORDER AT 7:02 P.M.**

**ROLL CALL**

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Rob Rennie (participated remotely under Government Code §5493(b) and joined at 7:04 p.m.), Council Member Matthew Hudes.

Absent: None.

**PLEDGE OF ALLEGIANCE**

Calin Hu led the pledge of allegiance. The audience was invited to participate.

**PRESENTATIONS**

Mayor Moore presented recognitions to Lisa Myers and Lauren Surette and read a proclamation for National Poetry Month.

The Los Gatos Community Center Club presented information on a Teen Center.

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

1. Approve the Minutes of the April 7, 2026, Closed Session Town Council Meeting.
2. Approve the Minutes of the April 7, 2026, Town Council Meeting.
3. Receive the Monthly Financial and Investment Report for February 2026.
4. Authorize the Town Manager to Execute an Agreement for Construction Services with Saviano, Co., Inc., and Authorize a 10% Construction Contingency for a Total Project Authorization Amount of \$107,801.38 (La Rinconada Sports Court Resurfacing Project).
5. Authorize the Town Manager to Execute a Construction Contract with QLM, Inc. in the Amount of \$646,336 with Change Order Authority Not to Exceed \$64,634 (10% Contingency); Authorize the Town Manager to Execute a Agreement for Professional Services with Ninyo & Moore in the Amount of \$18,390; Authorize the Town Manager to Execute a Agreement for Professional Services with Precision Works LLC DBA Precision Concrete Cutting in the Amount of \$90,000; Approve the Plans and Specifications (Design Immunity); and Authorize Associated Budget Adjustments.
6. Adopt a Resolution Describing Improvements and Directing the Preparation of the Town Engineer's Report for Fiscal Year 2026-27 for Landscape and Lighting Assessment Districts No. 1 and 2. **RESOLUTION 2026-019**

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SUBJECT: Draft Minutes of the Town Council Meeting of April 21, 2026

DATE: April 21, 2026

7. Authorize the Town Manager to Execute a Three-Year Agreement for Professional Services with Disability Access Consultants, LLC, in an Amount Not to Exceed \$50,000 Annually and \$150,000 Total.
8. Authorize the Town Manager or Designee to Enter into a Second Amendment to the Contract for Litigation Legal Services for FY 2025-26 with Goldfarb and Lipman to Increase the Contract Amount by \$100,000, for a Total Contract Amount Not to Exceed \$450,000.

Mayor Moore opened public comment.

The following individuals spoke on the consent items:

1. Member of the Public (Items 2 and 5)

Mayor Moore closed public comment.

**(Video time: 00:32:38)**

**MOTION: Motion by Vice Mayor Ristow to approve consent items one through eight on the agenda. Seconded by Council Member Badame.**

**VOTE: Motion passed unanimously.**

### **VERBAL COMMUNICATIONS**

The following individuals spoke during verbal communications:

1. Clay Johnson
2. Jeremy Doig
3. Carin Yamamoto
4. Nigel Chandler
5. Sue Ann Lorig
6. Jeff Suzuki
7. Nova Jayaraj
8. Siyona Singnal
9. Nancy Pearson
10. Peter Locastro
11. Johnathan Heartnett
12. Member of the Public

### **PUBLIC HEARING**

9. Following A Court Order, Hear The Appeals Regarding Government Code Section 65941.1's Deadline For Submittal Of Complete Planning Applications For Proposed Projects At (1) 14849 Los Gatos Boulevard (Architecture And Site Application S24-008 And Subdivision Application M-24-005) And (2) 15300 And 15330 Los Gatos Boulevard (Architecture And Site Application S-24-018, Conditional Use Permit Application U-24-007, And Subdivision

SUBJECT: Draft Minutes of the Town Council Meeting of April 21, 2026

DATE: April 21, 2026

Application M-24-009) And Adopt Resolutions Applying The Superior Court Determination That Multiple 90-Day Resubmission Periods To Respond To Successive Incompleteness Determinations Are Allowed. **RESOLUTIONS 2026-020 and 2026-021**

Gabrielle Whelan, Town Attorney, presented the staff report.

Mayor Moore opened public comment.

The following individual spoke on this item:

1. Travis Brooks (Applicant Representative)
2. Dan Brown
3. Carin Yamamoto
4. Carleen Schomberg
5. Tom Johnson
6. Lee Quintana
7. Member of the Public
8. Amy Despars
9. Susan Burnett
10. Lee Fagot
11. Rich Stevens

Mayor Moore closed public comment.

Council asked questions.

**(Video time: 2:20:47)**

**MOTION: Motion by Vice Mayor Ristow** to move the staff recommendation [adopt the resolutions (Attachments 7 and 8) granting the appeals and finding that multiple 90-day resubmission periods are allowed to respond to successive incompleteness determinations]. **Seconded by Council Member Rennie.**

**(Video time: 2:47:05)**

**ALTERNATIVE MOTION: Motion by Council Member Hudes** to continue this item for two weeks to allow the Council to consider this language or other proposals to deal with the issue that was raised. **Seconded by Council Member Rennie.**

**VOTE: Motion failed 2-3. Council Member Rennie, Vice Mayor Ristow, and Mayor Moore voted no.**

**Vice Mayor Ristow withdrew her motion.**

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SUBJECT: Draft Minutes of the Town Council Meeting of April 21, 2026

DATE: April 21, 2026

**(Video time: 3:02:25)**

**MOTION:** Motion by Vice Mayor Ristow to move to adopt the two resolutions as forwarded by staff with [the following language] “the Town Council of the Town of Los Gatos hereby declares, determines, and orders as follows: 1. Because the Superior Court has determined that multiple 90-day resubmission periods are allowed to respond to successive incompleteness determinations, the Town will act in compliance with that determination absent any contrary, controlling legal authority applicable to the projects. Thus, based on the Superior Court determination the vesting afforded by the SB 330 preliminary application for Luxe Application has not expired and the appeal submitted by the Luxe applicant is granted,” and [include] identical wording for the Arya project [resolution]. **AMENDMENT:** at the conclusion of the existing litigation on the 90-day issue, staff will engage with Arya Properties LLC to negotiate on the Ace Hardware development. **Seconded by Council Member Rennie.**

**VOTE:** Motion passed 3-2. Council Members Badame and Hudes voted no.

Mayor Moore called a recess at 9:29 p.m.

Mayor Moore reconvened the meeting at 9:40 p.m.

### **OTHER BUSINESS**

10. Receive the Fiscal Condition Assessment and Fiscal Impact Analysis for Proposed and Planned Growth Memorandums and Provide Feedback.

Kristina Alfrao, Administrative Services Director, introduced consultants from NHA Advisors and Raftelis Financial Consultants, who gave a presentation on the Fiscal Condition Assessment and Fiscal Impact Analysis.

Mayor Moore called a recess at 11:35 p.m.

Mayor Moore reconvened the meeting at 11:39 p.m.

Mayor Moore opened public comment.

No one spoke.

Mayor Moore closed public comment.

Council received the presentation, asked questions, and provided feedback to the consultant.

### **COUNCIL MATTERS**

- Council Member Rennie stated he attended the Silicon Valley Clean Energy Authority (SVCEA) Risk Oversight Committee and Board meetings.
- Council Member Hudes stated he attended a Finance Commission meeting, a West Valley Wildfire Advisory Council meeting, and a couple of Los Gatos Thrives meetings.

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SUBJECT: Draft Minutes of the Town Council Meeting of April 21, 2026

DATE: April 21, 2026

- Vice Mayor Ristow stated she attended a Valley Water Commission meeting and a Valley Transportation (VTA) Policy Advisory Committee meeting.
- Council Member Badame stated she attended a Finance Commission meeting, the Grand Opening of Whole Foods and bread breaking event, and a Diversity, Equity, and Inclusion (DEI) Commission meeting.
- Mayor Moore stated he participated in a Cities Association Board meeting; spoke at the Los Gatos Kiwanis Club meeting; attended the Whole Foods bread breaking event; attended Heroes Day at the Jewish Community Center (JCC); met with Waymo representatives; attended the VTA Plus Town Cleanup; spoke at the Los Gatos High School Students Interested in Medical Sciences Club Symposium; attended the Los Gatos Youth Commission Multicultural Celebration, the Ribbon Cutting for Mélodie, and a meeting with the District Attorney (DA) Jeff Rosenberg.

### **MANAGER MATTERS**

Chris Constantin, Town Manager

- Stated he had no report.

### **ATTORNEY MATTERS AND CLOSED SESSION REPORT**

Gabrielle Whelan, Town Attorney

- Stated she had nothing to report.

### **ADJOURNMENT**

The meeting adjourned at 11:55 p.m.

Respectfully Submitted:

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Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 2.

ITEM NO: 2

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DATE: May 05, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026, as a Public Hearing to Consider Objections to the Proposed Removal of Brush**

**RECOMMENDATION:** Adopt a resolution declaring hazardous vegetation (brush) a public nuisance, ordering abatement, and setting June 16, 2026, as a public hearing to consider objections to the proposed removal of the brush.

**FISCAL IMPACT:**

The costs associated with abatement work are placed on the property tax bill for that parcel. Funds are provided in the Parks and Public Works Administration Program of the Adopted FY 2025-26 Operating Budget (1115101-61114) to cover the cost of publishing the legal notice for the June public hearing.

**STRATEGIC PRIORITY:**

This item addresses the Town’s Strategic Priority to further the Town’s emergency preparedness, resiliency, and response capabilities, particularly in the area of wildfire risk, and aligns with the Core Goal of Public Safety. Property owners are reminded that they must remove native brush and vegetation from around their homes to create defensible space to reduce the risk of wildfire.

**BACKGROUND:**

The Santa Clara County Fire Department implements and manages a hazardous brush abatement program for the Wildland Urban Interface (WUI) areas (hillside areas) within its

**PREPARED BY:** Paul Gonia  
Project Analyst

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

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SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: May 5, 2026

jurisdictional boundaries, which includes the incorporated areas of Los Gatos, to ensure appropriate defensible space for structures.

The Town annually adopts the Hazardous Vegetation (Brush) Abatement Program and works with the County, which serves as the enforcement agent and conducts its own inspections.

Between February and March of each year, homeowners are reminded that they must remove native brush and vegetation from around their homes to create defensible space. The brush abatement program entails inspections of hillside properties by fire crews beginning in early April each year. If properties are found to be out of compliance with the regulations found in the California Fire Code relative to vegetation clearance, they are given notice of the violation. A contractor is authorized by the County to perform the necessary work if compliance is still not achieved by approximately the end of June each year. The costs associated with the abatement work are then assessed on the property owner’s tax bill for that parcel.

DISCUSSION:

Between February of 2026 and March of 2026, the Santa Clara County Fire Prevention Division notified property owners located within the designated Wildland Urban Interface (WUI) area (Exhibit A to Attachment 1) of the requirement to comply with the safety regulations related to flammable vegetation abatement (Attachment 2).

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

Below is the scheduled outline for the 2026 hazardous brush abatement program:

- March 2026                      The 2026 Brush Abatement Program letters were mailed to property owners.
- April 1, 2026                      Santa Clara County Fire Department (SCCFD) began conducting the first property inspections. A door hanger describing the safety regulations is placed at the property, and a copy is mailed to the property owner’s mailing address.
- May 5, 2026                      Town Council adopts a Resolution declaring hazardous vegetation (brush) a public nuisance and sets June 16, 2026, as a public hearing to consider objections to the proposed removal of brush.
- May/June 2026                      SCCFD re-inspects the properties that were out of compliance at the time of the first inspection. If properties fail to meet program requirements by

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SUBJECT: Adopt a Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026 as a Public Hearing to Consider Objections to the Proposed Removal of Brush

DATE: May 5, 2026

June, properties will be submitted to the Town to be considered as part of the nuisance declaration and abatement order hearing in June. Notice will be sent to the property owners providing information about the public hearing. The Town publishes notices of the public hearing at least 10 days prior to the hearing.

June 16, 2026 Town Council conducts a public hearing to consider objections to the proposed removal of hazardous vegetation (brush) of parcels declared non-compliant and orders the abatement of the nuisance by the Town's authorized contractor (Santa Clara County).

June 2026 After the June 16<sup>th</sup> public hearing, an additional inspection of all identified properties listed on the report will be conducted before the Town's authorized contractor performs any abatement work. If the property is found to be in compliance at the time of the re-inspection or upon the arrival of the abatement contractor, no work will be performed, and no charges will be imposed.

Any Brush abatement violations are referred to the Weed Program and are added to the Weed Abatement Program list in the fall of the same year.

CONCLUSION:

This action will support the ongoing work of Town staff, the County of Santa Clara Fire Department, and the Santa Clara County Weed Abatement Program to reduce wildfire risk within Los Gatos.

COORDINATION:

This program is coordinated with the Santa Clara County Fire Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution Declaring Hazardous Vegetation (Brush) a Public Nuisance, Ordering Abatement, and Setting June 16, 2026, as a Public Hearing (includes Exhibit A).
2. Letters Sent to Property Owners within the Wildland Urban Interface (WUI) Area.

**DRAFT RESOLUTION 2026-XX****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
DECLARING HAZARDOUS VEGETATION (BRUSH) A PUBLIC NUISANCE, ORDERING  
ABATEMENT, AND SETTING JUNE 16, 2026 AS A PUBLIC HEARING TO CONSIDER  
OBJECTIONS TO THE PROPOSED REMOVAL OF BRUSH**

**WHEREAS**, Town Code Section 11.20.010 authorizes the Town to abate hazardous brush;

**WHEREAS**, the Santa Clara County Fire Department administers the Town's brush abatement program;

**WHEREAS**, the County uses the brush abatement procedures set forth in Sections 39560 and following of the Government Code of the State of California;

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

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

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

**WHEREAS**, the Santa Clara County Fire Department has mailed notices to property owners within the Wildland Urban Interface areas notifying them of the need to abate

hazardous vegetation (brush) violations and explaining the steps necessary to correct such violations.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Los Gatos, and the Town Council hereby finds that:

1. Hazardous vegetation (brush) is a wood, perennial plant usually with multiple stems and trunks under ten feet in height, and is indigenous to the hillside area. Hazardous vegetation (brush) is also known to have a high oil, high resin, or low moisture content in its leaves and branches. Examples of this type of plant material include California Sagebrush, Greasewood or Chamise, Scotch Broom, and Toyon.
2. Unabated growth of hazardous vegetation (brush) upon and adjacent to private property within the hillside hazardous fire area and adjacent parkways and sidewalks is a public nuisance and should be abated.
3. The Director of Parks and Public Works shall act as the Superintendent for purposes of giving notice, supervising performance of the agreement with the County of Santa Clara, and evaluating the costs of abatement.
4. A public hearing is scheduled for 7:00 p.m. on June 16, 2026, at which time anyone objecting to abatement of the public nuisance may appear.
5. The Santa Clara County Fire Department shall mail notice of the public hearing in accordance with Government Code Section 39566.

**BE IT FURTHER RESOLVED** that unless the hazardous vegetation (brush) violations are corrected within the time specified in a written agreement with the Superintendent or the Superintendent's representative, the Town of Los Gatos shall cause such nuisance to be abated, and the expense thereof assessed upon the lots or lands from which or on which the abatement actions occur, such expense to constitute a lien upon such lots or lands until paid, and to be collected upon the next real property tax roll upon which general municipal taxes are collected.

**BE IT FURTHER RESOLVED** that on the 16<sup>th</sup> day of June 2026, at a meeting of the Town Council beginning at 7:00 p.m. in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, a public hearing will be held during which all property owners within the

Wildland Urban Interface areas in the Town of Los Gatos having any objections to the proposed abatement of hazardous vegetation (brush) will be heard and given due consideration.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

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



March 9, 2026

<<Endorsement Line>>

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>  
FFFFFFFFFFFFFFFFFFFF

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

Dear Property Owner,

Each year, the Santa Clara County Fire Department partners with your city or town to conduct Wildland Fire Safety Inspections. Wildfires continue to pose a serious threat in California, particularly in the Wildland Urban Interface. This letter outlines **important safety requirements for your property** and highlights resources available to help you prepare, take action, and remain compliant. Your property is located in a designated **Very High Fire Hazard Severity Zone** and is subject to minimum fire-safe regulations in the Government Code (GC), Public Resources Code (PRC), the California Wildland-Urban Interface Code (CWUIC), and the California Fire Code (CFC).

This letter includes a property self-inspection card that can be completed and returned by mail or online with the provided QR code. Self-inspections are a key component in achieving fire resilience for residents and the community. **Please use the QR code provided below to submit your self-inspection online (Option 1) or complete this card and return by mail (Option 2).**

Your property is in a **Very High Fire Hazard Severity Zone** of the Wildland Urban Interface **and therefore requires 100 feet of defensible space** from all structures up to the property line. Defensible space is the necessary buffer created around a structure when combustible vegetation is removed or reduced. The enforced safety regulations for your property include:

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

- A. Create **100 feet** of defensible space around your home up to the property line. To accomplish this, fuels shall be maintained and spaced in a condition so that a wildfire would be unlikely to ignite a structure (GC § 51182(a)(1)).
- B. Maintain the roof of a structure free of leaves, needles, or other vegetative materials (GC § 51182(a)(4)).
- C. Trim tree limbs 10 feet from chimneys and stove pipes (GC § 51182(a)(2)).
- D. Maintain a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood (GC § 51182(a)(3)).
- E. Remove vegetation a minimum of 10 feet around liquefied petroleum gas tanks. Vegetation between 10 feet and 20 feet shall be fire-smart vegetation (CWUIC § 606.3).
- F. Store woodpiles a minimum of 30 feet from structures and clear all vegetation within 10 feet of woodpiles (CWUIC § 607.1).
- G. Cover chimney outlets or flues with a 1/2" mesh spark arrester (CWUIC § 605.1).
- H. Post a clearly visible house address, using at least 4" high numbers, for easy identification (CFC § 505.1). For homes located more than 50 feet from the street, post address numbers at the driveway entrance.

**Additional Safety Recommendations**

- Create and maintain a 5-foot ember-resistant zone around any structure by removing vegetation that would likely be ignited by embers.
- Trees 18 feet or taller should be limbed up 6 feet from the ground. Provide additional vertical clearance when trees have vegetation beneath them.
- Clear vegetation and other combustible material from underneath decks. Enclose elevated decks with fire-resistive materials.
- Areas within 10 feet on each side of portions of fire apparatus access roads and driveways to be clear of vegetation growth that is not fire-smart.

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>

PLACE  
STAMP  
HERE

**SANTA CLARA COUNTY FIRE DEPARTMENT  
ATTN: FIRE PREVENTION DIVISION  
1315 DELL AVENUE  
CAMPBELL, CA 95008-6609**

**Owner Responsibilities:**

1. Please ensure that your property satisfies the listed requirements. You have the option to complete the required work yourself or hire a contractor. For information about vegetation abatement services, visit WeedAbatement.SCCgov.org or call 408.282.3145. If your property is part of a homeowner’s association (HOA), your HOA may also be able to provide guidance or assistance.
2. Please either complete and return the attached property self-inspection card **OR** scan the QR Code below (under Option 1) to report the current status of your property **before April 1, 2026**.

**Inspection Schedule:**

**On April 1, 2026**, Santa Clara County Fire Department (SCCFD) will begin conducting property inspections. Property owners not in compliance will be notified of what work needs to be completed to comply with the Enforced Safety Regulations. We will conduct a reinspection of the properties that were out of compliance.

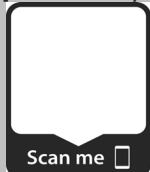
If you fail to address the issues identified for your property by June 1, 2026, the violation will be forwarded to **XXXXXXX**, and the compliance work may be completed by the **XXXXXXX** authorized contractor. The charges for any services completed by the authorized contractor will appear on your next property tax bill.

See QR Code below for resources to help you prepare for wildfire, including upcoming workshops.

Sincerely,

Hector R. Estrada, Assistant Chief  
Fire Prevention Division

**Wildfire Preparedness Workshops,  
Chipping Programs,  
and Resources Specific to your City or Town**



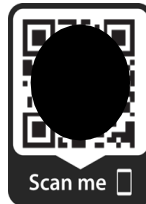
*If you would like to request a Home Ignition Zone assessment, appointments will be available **April 1<sup>st</sup> through April 15<sup>th</sup>**. To schedule a Home Ignition Zone assessment provided by SCCFD or for more information, please contact the Fire Prevention Division at [prevention@sccfd.org](mailto:prevention@sccfd.org) or call 408.341.4420.*

**Choose ONE:**

1. Scan the QR code below with a smartphone camera to submit your response online **OR**
2. Complete and mail the attached information card below.

**Option 1 - Respond Online**

**Evacuation Zone ID:** <<ZoneID>>  
**Private Access Key:** <<AccessKey>>



**Or Online:** [qrs.ly/syej73x](https://qrs.ly/syej73x)

**Option 2 - Respond by Mail**

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

- I have inspected my property for flammable vegetation clearance and believe it complies with the Enforced Safety Regulations. I understand that an inspection of my property may be conducted to verify compliance.
- I will remove flammable vegetation around all structures on my property in accordance with the Enforced Safety Regulations by the required time-frame. I understand that if the required work is not completed, the authorized contractor will complete the work and the charges will appear on my next property tax bill.
- I am no longer the owner of this property.
- There are no structures on this property.

**Name** (print clearly): \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Property Address:** <<Property Address>>

March 9, 2026

<<Endorsement Line>>

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>  
FFFFFFFFFFFFFFFFFFFF

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

Dear Property Owner,

Each year, the Santa Clara County Fire Department partners with your city or town to conduct Wildland Fire Safety Inspections. Wildfires continue to pose a serious threat in California, particularly in the Wildland Urban Interface. Your property is located in a designated **Fire Hazard Severity Zone**. Self-inspections are a key component in achieving fire resilience for residents and the community. This letter outlines **important safety recommendations for your property** and highlights resources available to help you prepare, take action, and remain compliant.

Your property is in a **Fire Hazard Severity Zone** of the Wildland Urban Interface **and therefore requires 100 feet of defensible space** from all structures up to the property line. Defensible space is the necessary buffer created around a structure when combustible vegetation is removed or reduced. The safety recommendations for your property include:

**Priority Safety Recommendations (Items A - H)**

- A. Create **100 feet** of defensible space around your home up to the property line. To accomplish this, fuels shall be maintained and spaced in a condition so that a wildfire would be unlikely to ignite a structure (GC § 51182(a)(1)).
- B. Maintain the roof of a structure free of leaves, needles, or other vegetative materials (GC § 51182(a)(4)).
- C. Trim tree limbs 10 feet from chimneys and stove pipes (GC § 51182(a)(2)).
- D. Maintain a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood (GC § 51182(a)(3)).
- E. Remove vegetation a minimum of 10 feet around liquefied petroleum gas tanks. Vegetation between 10 feet and 20 feet shall be fire-smart vegetation (CWUIC § 606.3).
- F. Store woodpiles a minimum of 30 feet from structures and clear all vegetation within 10 feet of woodpiles (CWUIC § 607.1).
- G. Cover chimney outlets or flues with a 1/2" mesh spark arrester (CWUIC § 605.1).
- H. Post a clearly visible house address, using at least 4" high numbers, for easy identification (CFC § 505.1). For homes located more than 50 feet from the street, post address numbers at the driveway entrance.

**Additional Safety Recommendations**

- Create and maintain a 5-foot ember-resistant zone around any structure by removing vegetation that would likely be ignited by embers.
- Trees 18 feet or taller should be limbed up 6 feet from the ground. Provide additional vertical clearance when trees have vegetation beneath them.
- Clear vegetation and other combustible material from underneath decks. Enclose elevated decks with fire-resistive materials.
- Areas within 10 feet on each side of portions of fire apparatus access roads and driveways to be clear of vegetation growth that is not fire-smart.

<<Owner Name>>  
<<Owner Address>>  
<<Owner City>>, <<Owner State>> <<Owner ZIP Code>>

PLACE  
STAMP  
HERE

**SANTA CLARA COUNTY FIRE DEPARTMENT  
ATTN: FIRE PREVENTION DIVISION  
1315 DELL AVENUE  
CAMPBELL, CA 95008-6609**

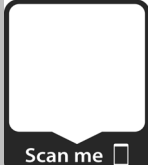
See QR Code below for resources to help you prepare for wildfire, including upcoming workshops.

Sincerely,



Hector R. Estrada, Assistant Chief  
Fire Prevention Division

**Wildfire Preparedness Workshops,  
Chipping Programs,  
and Resources Specific to your City or Town**



*If you would like to request a Home Ignition Zone assessment, appointments will be available **April 1<sup>st</sup> through April 15<sup>th</sup>**. To schedule a Home Ignition Zone assessment provided by SCCFD or for more information, please contact the Fire Prevention Division at [prevention@sccfd.org](mailto:prevention@sccfd.org) or call 408.341.4420*



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 3.

ITEM NO: 3

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DATE: May 5, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt a Resolution Approving the Engineer’s Report for all Landscape and Lighting Districts for Fiscal Year 2026-27, Adopt Resolutions of Intention to Order the Levy and Collection of Assessments for the Landscape and Lighting Districts No. 1 and 2, including the Associated Benefit Zones, and set the Date for the Public Hearing Regarding the Levy and Collection of Assessments**

- RECOMMENDATION:** Staff recommends that the Town Council take the following actions:
- a. Adopt a Resolution (Attachment 1) approving the Engineer’s Report for all Landscape and Lighting Districts (Attachment 8) for FY 2026/27.
  - b. Adopt resolutions of intention to order the levy and collection of assessments for Landscape and Lighting District No. 1 (Blackwell Drive Benefit Zone, Kennedy Meadows Benefit Zone, the Santa Rosa Heights Benefit Zone, Vasona Heights Benefit Zone, and Hillbrook Drive Benefit Zone); and Landscape and Lighting District No. 2 (Gemini Court Benefit Zone).
  - c. Set June 16, 2026, as the date for the public hearing to hear and consider protests for the levy and collection of assessments.

**FISCAL IMPACT:**

There are no direct fiscal impacts on the Town's General Fund as a result of administering the Landscape and Lighting Assessment Districts. All of the costs associated with the Districts are recovered via the assessments levied against the property owners within the Districts. There are no proposed increases in any of the parcel assessments for FY 2026-27 that would require a ballot vote under Proposition 218.

**PREPARED BY:** Paul Gonia  
Project Analyst I

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

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PAGE 2 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 5, 2026

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Fiscal Stability. Specifically, property owners are assessed for the specific benefit they derive from open space and public space near their residence, reducing the General Fund burden for these services.

BACKGROUND:

On April 21, 2026, the Town Council adopted Resolution 2026-19 (Attachment 9) directing the preparation of the Engineer's Report for Fiscal Year (FY) 2026-27 for Landscape and Lighting Assessment Districts No. 1 and 2.

DISCUSSION:

In accordance with the adopted Resolution and pursuant to the requirements of the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500), the Engineer's Report (Attachment 8) contains the following information:

1. Plans and specifications for the maintenance of the existing improvements and for proposed new improvements, if any, to be made within the Assessment Districts or within any zones thereof.
2. An estimate of the costs of said proposed new improvements, if any, to be made along with the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith.
3. A diagram showing the exterior boundaries of the Assessment Districts and of any zones within said Districts and the lines and dimensions of each lot or parcel of land within the Districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on the said diagram.
4. A proposed assessment of the total amount of the estimated costs and expenses of the maintenance activities and proposed new improvements, if any, upon the several lots or parcels of land in said Districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

The recommended actions would maintain the assessments at each of the benefit zones at the current level, with no additions or reductions, as these funding levels are appropriate to address regular ongoing maintenance as well as capital maintenance as needed.

PAGE 3 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 5, 2026

The Council may also direct that modifications be made to the Engineer's Report if it so desires.

After Council's consideration and adoption of the Resolutions Approving the FY 2026-27 Preliminary Engineer's Report (Attachment 1), Intentions to Levy and Collect Assessments for Landscape and Lighting Districts No. 1 and 2 (Attachments 2 through 7), and setting the date and time for the public hearing for June 16, 2026, Town staff will mail a Notice of Intention to Levy Annual Assessments for FY 2026-27 to all property owners, which will include the public hearing date, time, and location.

Persons wishing to protest the levy and collection of assessments may do so by submitting/ mailing the protest to the Town Clerk, 110 E. Main Street, Los Gatos, CA 95030; emailing it to the Town Clerk - [Clerk@LosGatosCA.gov](mailto:Clerk@LosGatosCA.gov); or attending the public hearing. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.

Protests must identify the grounds for the protest, the person filing the protest, and the property owned by the person filing the protest.

At the conclusion of the public hearing, the Town staff will transmit the assessment amounts to the County Assessor, which will appear as a separate item on the property tax bill for each parcel.

#### CONCLUSION:

Staff recommends that the Town Council adopt the attached resolutions to continue the annual process of renewing the Landscape and Lighting Assessment Districts 1 & 2 for FY 2026-27. If the Town Council approves these actions, staff will mail Notices of Intention to Levy Annual Assessments for FY 2026-27 to all property owners within the districts prior to the public hearing in June.

#### ENVIRONMENTAL ASSESSMENT:

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

#### Attachments:

1. Resolution Approving Engineer's Report for all Landscape and Lighting Districts for FY 2026-27
2. Resolution of Intention to Order the Levy and Collection of Assessments - Blackwell Drive Benefit Zone
3. Resolution of Intention to Order the Levy and Collection of Assessments – Kennedy Meadows Benefit Zone

PAGE 4 OF 4

SUBJECT: Landscape and Lighting Assessment Districts 1 & 2

DATE: May 5, 2026

4. Resolution of Intention to Order the Levy and Collection of Assessments – Santa Rosa Heights Benefit Zone
5. Resolution of Intention to Order the Levy and Collection of Assessments – Vasona Heights Benefit Zone
6. Resolution of Intention to Order the Levy and Collection of Assessments – Hillbrook Drive Benefit Zone
7. Resolution of Intention to Order the Levy and Collection of Assessments – Gemini Court Benefit Zone
8. Engineer's Report for FY 2026-27
9. Resolution 2026-19 Describing Improvements and Directing the Preparation of Engineers Report for LLD 1 and 2

**RESOLUTION 2026-XX**

**RESOLUTION OF INTENTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
 APPROVING THE ENGINEER'S REPORT FOR  
 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS NO. 1 & 2 FOR  
 FISCAL YEAR 2026-27 AND GIVING NOTICE OF TIME AND PLACE FOR HEARING ON  
 LEVY OF PROPOSED ASSESSMENTS**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972, on the 21<sup>st</sup> day of April 2026, said Council did adopt its Resolution No. 2026-19 "A Resolution Describing Improvements and Directing Preparation of Engineer's Report For Fiscal Year 2026-27 for the Town of Los Gatos Landscape and Lighting Assessment Districts No. 1 & 2," in said Town and did refer the proposed improvements to the Engineer of the Town and did therein direct said Engineer to prepare and file with the Town Clerk of said Town a report, in writing, all as therein more particularly described; and

**WHEREAS**, said Town Engineer prepared and filed with the Town Clerk a report in writing as called for in said Resolution No. 2026-19 and under and pursuant to said Act, which report has been presented to this Council for consideration; and

**WHEREAS**, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof should be modified in any respect.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That the Town Council declares its intention to levy the assessments described in the Engineer's Report.
2. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the assessment districts or within any zone

ATTACHMENT 1

thereof are described in the Engineer's Report and are preliminarily approved.

3. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance, and servicing thereof, and of the incidental expenses in connection therewith, are contained in said report and are hereby preliminarily approved.

4. That the diagram showing the exterior boundaries of the assessment districts referred to and described in said Resolution No. 2026-19 and also the boundaries of any zones therein, and the lines and dimensions of each lot or parcel of land within said districts as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it hereby is preliminarily approved.

5. That no changes are proposed to the assessments and that the proposed assessments of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said assessment districts are in proportion to the estimated benefits to be received by such lots or parcels and they are preliminarily approved.

6. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had pursuant to said Resolution No. 2026-19.

7. That the Town Council will hold a public hearing on June 16, 2026 at 7: 00 p.m. at the Council Chambers at 110 East Main Street for the purpose of levying the proposed assessments.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

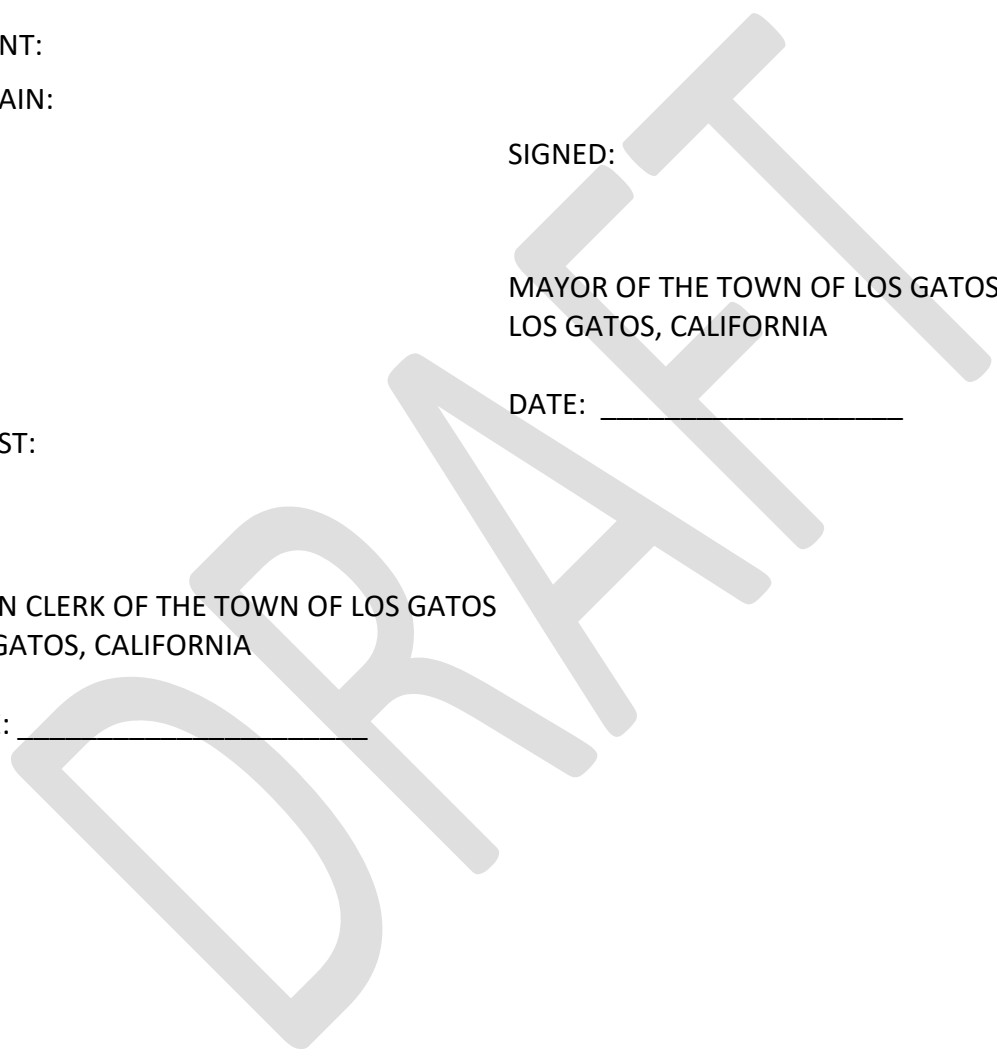
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2026-27 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
BLACKWELL DRIVE BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone is generally located in Tract No. 8306, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

Landscaping and appurtenances in the median island and the streetlights constructed as a part of Tract No. 8306, Blackwell Drive and National Avenue.

**WHEREAS**, on April 21, 2026, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 2

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone at a public hearing Tuesday, June 16, 2026 at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2026-27 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
KENNEDY MEADOWS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone is generally located in Tract No. 8612, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

**WHEREAS**, on April 21, 2026 the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

ATTACHMENT 3

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the district; and

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1— Kennedy Meadows Benefit Zone at a public hearing Tuesday, June 16, 2026, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2026-27 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
SANTA ROSA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone is generally located in Tract No. 8400, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

Open space and a maintained trail constructed as a part of Tract No. 8400, Santa Rosa Drive and Shannon Road.

**WHEREAS**, on April 21, 2026, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 4

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1-- Santa Rosa Heights Benefit Zone at a public hearing Tuesday, June 16, 2026, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may attend and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2026-27 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
VASONA HEIGHTS BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone is generally located in Tract No. 8280, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

**WHEREAS**, on April 21, 2026, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 5

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Vasona Heights Benefit Zone at a public hearing Tuesday, June 16, 2026, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
 OF THE TOWN OF LOS GATOS  
 OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
 FOR FISCAL YEAR 2026-27 IN  
 LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1--  
 HILLBROOK BENEFIT ZONE  
 AND TO SET PUBLIC HEARING CONSIDERING  
 THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone is generally located along Fairmead Lane and Hillbrook Drive, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

Landscaping, turf, lighting and appurtenances on Assessor's Parcel Number 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

**WHEREAS**, on April 21, 2026, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 6

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, this proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone at a public hearing Tuesday, June 16, 2026, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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

**RESOLUTION 2026-XX**

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
OF ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS  
FOR FISCAL YEAR 2026-27 IN  
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2--  
GEMINI COURT BENEFIT ZONE,  
AND TO SET PUBLIC MEETING AND PUBLIC HEARING  
TO CONSIDER THE PROPOSED ASSESSMENTS**

**WHEREAS**, Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone is generally located in Tract No. 8439, as generally shown in Part D of the Engineering Report and generally consists of the following improvements:

Landscaping and appurtenances in the landscape strips and the streetlights constructed as a part of Tract No. 8439, Gemini Court and Blossom Hill Road.

**WHEREAS**, on April 21, 2026, the Town Council ordered the Town Engineer to prepare and file a report regarding Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone, regarding the improvements in the District and proposed assessment to support those improvements; and

**WHEREAS**, the Town Engineer has prepared and filed that report; and

**WHEREAS**, the Town Council has considered and approved that report; and

**WHEREAS**, no substantial changes are proposed to be made in the improvements in the District; and

ATTACHMENT 7

**WHEREAS**, the Engineer's Report contains a detailed description of the improvements in the District, the boundaries of the District and the benefit zones within the District, and the proposed assessments upon assessable lots and parcels of land within the District; and

**WHEREAS**, the Town Council intends to consider levying and collecting assessments upon the assessable lots and parcels of land within the District that are equal to those levied and collected in Fiscal Year 2025-26; and

**WHEREAS**, the proposed assessment should be set for public hearing in accordance with the Streets and Highways Code.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Town Council will consider the levying and collection of assessment in Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone at a public hearing Tuesday, June 16, 2026, at 7:00 p.m., in the Council Chambers of the Civic Center, 110 E. Main Street, Los Gatos, CA, when all interested persons may come and be heard. This hearing may be continued from time to time.
2. Persons wishing to protest the levy and collection of assessments may do so by mailing the protest to the Town Clerk at 110 E. Main Street, Los Gatos, CA 95030; emailing to the Town Clerk – Clerk@LosGatosCA.gov, or attending the public hearing by teleconference and speaking. Any written protest must be received by the Town Clerk no later than the public hearing of June 16, 2026, as described above.
3. The Town Clerk is ordered to cause notice of the hearing to be published once in the Los Gatos Weekly Times at least 10 days before the public hearing.

4. The Town Clerk is further ordered to cause notice of the public hearing to be mailed to the owners of assessable lots and parcels within the district at least 10 days before the public hearing.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, at a meeting thereof held on the 5<sup>th</sup> day of May 2026 by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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

ATTEST:

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

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



**Landscape and Lighting  
Assessment Districts No. 1 and 2**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

ATTACHMENT 8

# ENGINEER'S REPORT

## LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND 2 (Pursuant to the Landscape and Lighting Act of 1972)

The Engineer of Work respectfully submits the enclosed report as directed by the Town Council.

*Gary Heap*  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Town Clerk, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the Town Council of the Town of Los Gatos, California on the 5<sup>th</sup> day of May 2026, by Resolution No. 2026-\_\_\_\_\_

Town Clerk, Town of Los Gatos  
Santa Clara County, California

**I HEREBY CERTIFY** that the enclosed Engineer's Report, with Assessment and Assessment Diagram thereto attached was filed with the County Assessor of the County of Santa Clara on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.



**Landscape and Lighting  
Assessment District No. 1**

**BLACKWELL DRIVE  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

ITEM NO. 3.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**BLACKWELL DRIVE BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Blackwell Drive Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

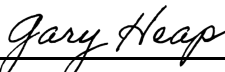
The improvements that are the subject of this report are briefly described as follows:

Maintaining the landscaping in the median island constructed as a part of Tract No. 8306 and maintaining the streetlights installed along Blackwell Drive and National Avenue as a part of Tract No. 8306.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**PART A****FISCAL YEAR 2026/27****PLANS, SPECIFICATIONS AND REPORTS****BLACKWELL DRIVE BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated February 16, 1990. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2025-26</b>			
<b>BLACKWELL DRIVE BENEFIT ZONE</b>			
<b>Fiscal Year 2024-25 Resources</b>			
	Fund Balance 6/30/24	\$	15,046
	Assessment		3,160
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		664
	<b>Total Resources Available for FY 2024-25</b>	<b>\$</b>	<b>18,870</b>
<b>Fiscal Year 2024-25 Expenses</b>			
	Santa Clara County Collection Fee	\$	31
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,554
	Landscape Contractor		1,116
	Town Administrative Charges		460
	<b>Total Expenses for FY 2024-25</b>	<b>\$</b>	<b>3,161</b>
	<b>Ending Fund Balance for FY 2024-25</b>	<b>\$</b>	<b>15,709</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>			
	Fund Balance 6/30/25	\$	15,709
	Assessment		3,160
	Interest		50
	<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$</b>	<b>18,919</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	32
	Publication & Notification Charges		515
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		910
	Landscape Contractor		1,155
	District Capital Improvement		0
	Town Administrative Charges		460
	<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$</b>	<b>3,072</b>
	<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$</b>	<b>15,847</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2026/27****BLACKWELL DRIVE BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$632	424-12-123
Lot 2	\$632	424-12-124
Lot 3	\$632	424-12-125
Lot 4	\$632	424-12-126
Lot 5	\$632	424-12-127
<b>Total Assessment:</b>	<b>\$3,160</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Blackwell Drive Benefit Zone of Landscape and Lighting Assessment District No. 1.

BLACKWELL DRIVE BENEFIT ZONE

**PROPERTY OWNERS LIST**

<b>APN</b>
42412123
42412124
42412125
42412126
42412127

**PART "D"**  
**Assessment Diagram**



LLD-Blackwell Drive Benefit Zone  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts



**Landscape and Lighting  
Assessment District No. 1**

**KENNEDY MEADOWS  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

ITEM NO. 3.

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**  
(Pursuant to the Landscaping and Lighting Act of 1972)

**KENNEDY MEADOWS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Kennedy Meadows Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, and streetlights within open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, as shown on the approved improvement for Tract No. 8612, Los Gatos, California and the riparian and wetlands area described in the report by H. T. Harvey Associates, dated November 11, 1994.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements and the report by H. T. Harvey Associates are filed in the Clerk Department. Although separately bound, the plans, specifications and H.T. Harvey report are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements, including interest on the funds advanced to the benefit zone by the Town.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**PART A****FISCAL YEAR 2026/27****PLANS, SPECIFICATIONS AND REPORTS****KENNEDY MEADOWS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack and Associates, Civil Engineers, dated September 21, 1994, their job number 90-263C, pages 1 - 11. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

The wetlands mitigation and monitoring plan was prepared by H.T. Harvey & Associates, Ecological Consultants, dated November 11, 1994, their file number 733-04, 11 pages. A revised wetlands mitigation plan is contained in a letter to the U.S. Army Corp of Engineers and California Regional Water Quality Control Board dated August 30, 1995 and as-built plans in a letter dated February 21, 1995. The original report and letters have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in this Report by reference.

<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2025-26</b>	
<b>KENNEDY MEADOWS BENEFIT ZONE</b>	
<b>Fiscal Year 2024-25 Resources</b>	
Fund Balance 6/30/24	\$ 18,097
Assessment	10,378
Delinquent Assessment	0
Penalties/Late Fees	0
Interest	729
<b>Total Resources Available for FY 2024-25</b>	<b>\$ 29,204</b>
<b>Fiscal Year 2024-25 Expenses</b>	
Santa Clara County Collection Fee	\$ 103
Publication & Notification Charges	0
Light Pole Maintenance	0
Weed Abatement	0
Electric Utility	0
San Jose Water	2,553
Landscape Contractor	7,308
Town Administrative Charges	1,510
Improvements (Trail)	0
<b>Total Expenses for FY 2024-25</b>	<b>\$ 11,474</b>
<b>Ending Fund Balance for FY 2024-25</b>	<b>\$ 17,730</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>	
Fund Balance 6/30/25	\$ 17,730
Assessment	10,275
Interest	330
<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$ 28,335</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>	
Santa Clara County Collection Fee	\$ 103
Publication & Notification Charges	536
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	2,162
Landscape Contractor	7,564
District Capital Improvements	0
Town Administrative Charges	1,510
<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$ 11,875</b>
<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$ 16,460</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2026/27****KENNEDY MEADOWS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$685.00	532-18-050
Lot 2	\$685.00	532-18-049
Lot 3	\$685.00	532-18-048
Lot 4	\$685.00	532-18-047
Lot 5	\$685.00	532-18-052
Lot 6	\$685.00	532-18-063
Lot 7	\$685.00	532-18-062
Lot 8	\$685.00	532-18-061
Lot 9	\$685.00	532-18-060
Lot 10	\$685.00	532-18-059
Lot 11	\$685.00	532-18-058
Lot 12	\$685.00	532-18-057
Lot 13	\$685.00	532-18-056
Lot 14	\$685.00	532-18-055
Lot 15	\$685.00	532-18-054
<b>Total Assessment:</b>	<b>\$10,275</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

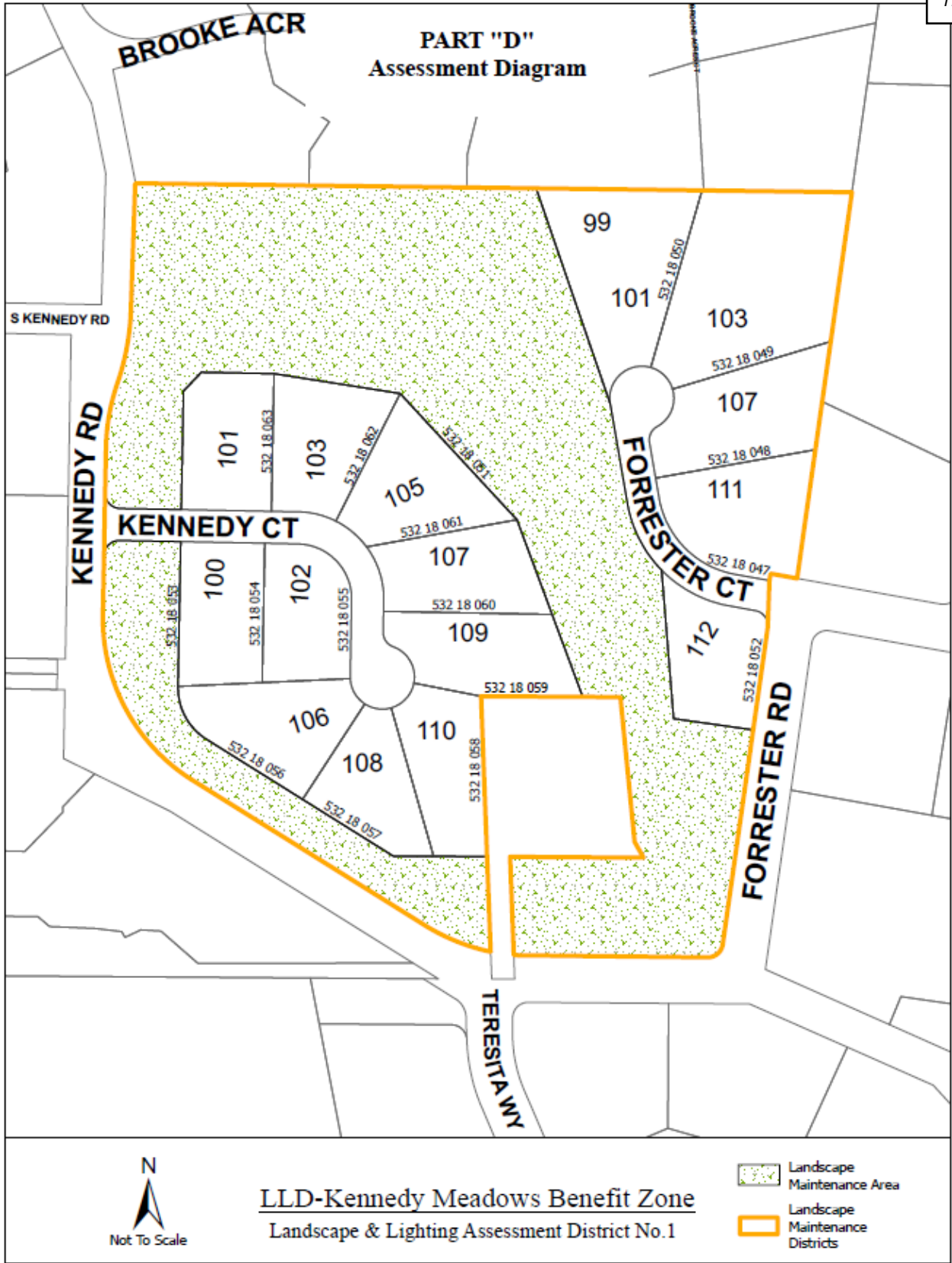
The total amount of the assessment was apportioned equally to all the lots within Kennedy Meadows Benefit Zone of Landscape and Lighting Assessment District No. 1.

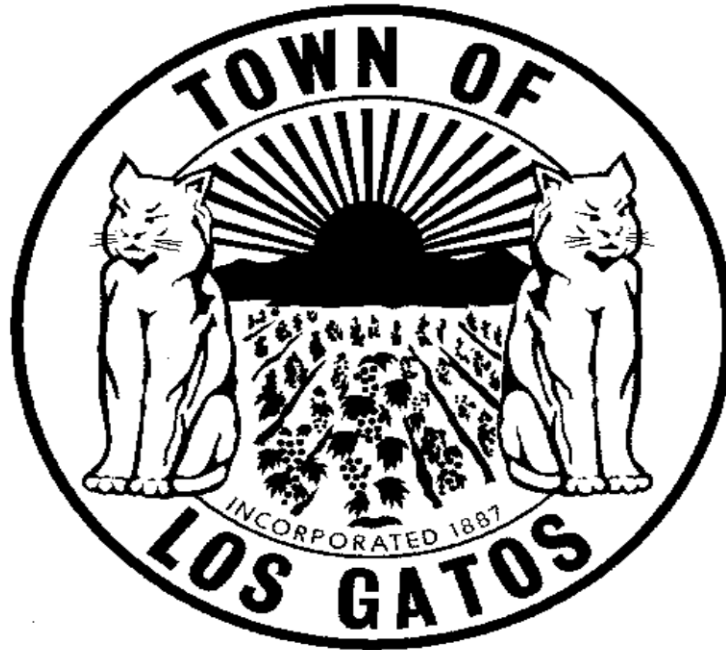
**KENNEDY MEADOWS BENEFIT ZONE**

ITEM NO. 3.

**PROPERTY OWNERS LIST**

<b>APN</b>
53218047
53218048
53218049
53218050
53218052
53218054
53218055
53218056
53218057
53218058
53218059
53218060
53218061
53218062
53218063





**Landscape and Lighting  
Assessment District No. 1**

**SANTA ROSA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**SANTA ROSA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Santa Rosa Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, trail and retaining walls, as shown on the approved improvement plans for Tract No. 8400, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**PART A****FISCAL YEAR 2026/27****PLANS, SPECIFICATIONS AND REPORTS****SANTA ROSA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Nowack & Associates, dated February 1991, their job number 90-295. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2025-26</b>			
<b>SANTA ROSA HEIGHTS BENEFIT ZONE</b>			
<b>Fiscal Year 2024-25 Resources</b>			
	Fund Balance 6/30/24	\$	32,756
	Assessment		4,793
	Delinquent Assessment		0
	Penalties/Late Fees		31
	Interest		1,378
	<b>Total Resources Available for FY 2024-25</b>	<b>\$</b>	<b>38,958</b>
<b>Fiscal Year 2024-25 Expenses</b>			
	Santa Clara County Collection Fee	\$	45
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		6,708
	Town Administrative Charges		660
	<b>Total Expenses for FY 2024-25</b>	<b>\$</b>	<b>7,413</b>
	<b>Ending Fund Balance for FY 2024-25</b>	<b>\$</b>	<b>31,545</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>			
	Fund Balance 6/30/25	\$	31,545
	Assessment		4,500
	Interest		50
	<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$</b>	<b>36,095</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	45
	Publication & Notification Charges		508
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		6,943
	Town Administrative Charges		660
	District Capital Improvements		0
	<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$</b>	<b>8,156</b>
	<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$</b>	<b>27,939</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2026/27****SANTA ROSA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$300.00	537-31-001
Lot 2	\$300.00	537-31-002
Lot 3	\$300.00	537-31-003
Lot 4	\$300.00	537-31-022
Lot 5	\$300.00	537-31-023
Lot 6	\$300.00	537-31-006
Lot 7	\$300.00	537-31-007
Lot 8	\$300.00	537-31-008
Lot 9	\$300.00	537-31-009
Lot 10	\$300.00	537-31-010
Lot 11	\$300.00	537-31-011
Lot 12	\$300.00	537-31-012
Lot 13	\$300.00	537-31-013
Lot 14	\$300.00	537-31-014
Lot 15	\$300.00	537-31-015
<b>Total Assessment:</b>	<b>\$4,500</b>	

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Santa Rosa Heights Benefit Zone of Landscape and Lighting Assessment District No. 1.

# SANTA ROSA HEIGHTS BENEFIT ZONE

ITEM NO. 3.


## PROPERTY OWNERS LIST

APN
53731001
53731002
53731003
53731006
53731007
53731008
53731009
53731010
53731011
53731012
53731013
53731014
53731015
53731022
53731023

### PART "D" Assessment Diagram



LLD-Santa Rosa Hts Benefit Zone  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts



**Landscaping and Lighting  
Assessment District No. 1**

**VASONA HEIGHTS  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

ITEM NO. 3.

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**VASONA HEIGHTS BENEFIT ZONE**

Gary Heap, Town Engineer for Landscaping and Lighting Assessment District No. 1--Vasona Heights Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

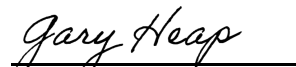
The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, trail, emergency access, and retaining wall within open space areas, as shown on the approved improvement for Tract No. 8280, Los Gatos, California.

This report consists of four parts, as follows:

- PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- PART B: An estimate of the cost of the improvements.
- PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**PART A****FISCAL YEAR 2026/27****PLANS, SPECIFICATIONS AND REPORTS****VASONA HEIGHTS BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Dillon/Drulias Associates, Landscape Architects, dated April 16, 1990, their job number 8840, pages L1 - L17 and revised planting and irrigation plans as prepared by Greg Ing and Associates, dated November 3, 1992 and revised November 23, 1993. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2025-26</b>			
<b>VASONA HEIGHTS BENEFIT ZONE</b>			
<b>Fiscal Year 2024-25 Resources</b>			
	Fund Balance 6/30/24	\$	43,770
	Assessment		9,750
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		1,937
	<b>Total Resources Available for FY 2024-25</b>	<b>\$</b>	<b>55,457</b>
<b>Fiscal Year 2024-25 Expenses</b>			
	Santa Clara County Collection Fee	\$	97
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		1,144
	Landscape Contractor		4,500
	Town Administrative Charges		0
	District Capital Improvements		1,430
	<b>Total Expenses for FY 2024-25</b>	<b>\$</b>	<b>7,171</b>
	<b>Ending Fund Balance for FY 2024-25</b>	<b>\$</b>	<b>48,286</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>			
	Fund Balance 6/30/25	\$	48,286
	Assessment		9,735
	Interest		340
	<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$</b>	<b>58,361</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	97
	Publication & Notification Charges		515
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		2,319
	Landscape Contractor		4,658
	Town Administrative Charges		1,430
	District Capital Improvements		0
	<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$</b>	<b>9,019</b>
	<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$</b>	<b>49,342</b>

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2026/27**

**VASONA HEIGHTS BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$295.00	529-13-056
Lot 2	\$295.00	529-13-055
Lot 3	\$295.00	529-13-054
Lot 4	\$295.00	529-13-053
Lot 5	\$295.00	529-13-052
Lot 6	\$295.00	529-13-051
Lot 7	\$295.00	529-13-049
Lot 8	\$295.00	529-13-048
Lot 9	\$295.00	529-13-047
Lot 10	\$295.00	529-13-046
Lot 11	\$295.00	529-13-044
Lot 12	\$295.00	529-13-043
Lot 13	\$295.00	529-13-042
Lot 14	\$295.00	529-13-041
Lot 15	\$295.00	529-13-040
Lot 16	\$295.00	529-13-039
Lot 17	\$295.00	529-13-038
Lot 18	\$295.00	529-13-037
Lot 19	\$295.00	529-13-036
Lot 20	\$295.00	529-13-035
Lot 21	\$295.00	529-13-060
Lot 22	\$295.00	529-13-061
Lot 23	\$295.00	529-13-032
Lot 24	\$295.00	529-13-031
Lot 25	\$295.00	529-13-030
Lot 26	\$295.00	529-13-029
Lot 27	\$295.00	529-13-028
Lot 28	\$295.00	529-13-063
Lot 29	\$295.00	529-13-062
Lot 30	\$295.00	529-13-022
Lot 31	\$295.00	529-13-021
Lot 32	\$295.00	529-13-058
Lot 33	\$295.00	529-13-059
<b>Total Assessment:</b>	<b>\$9,735.00</b>	

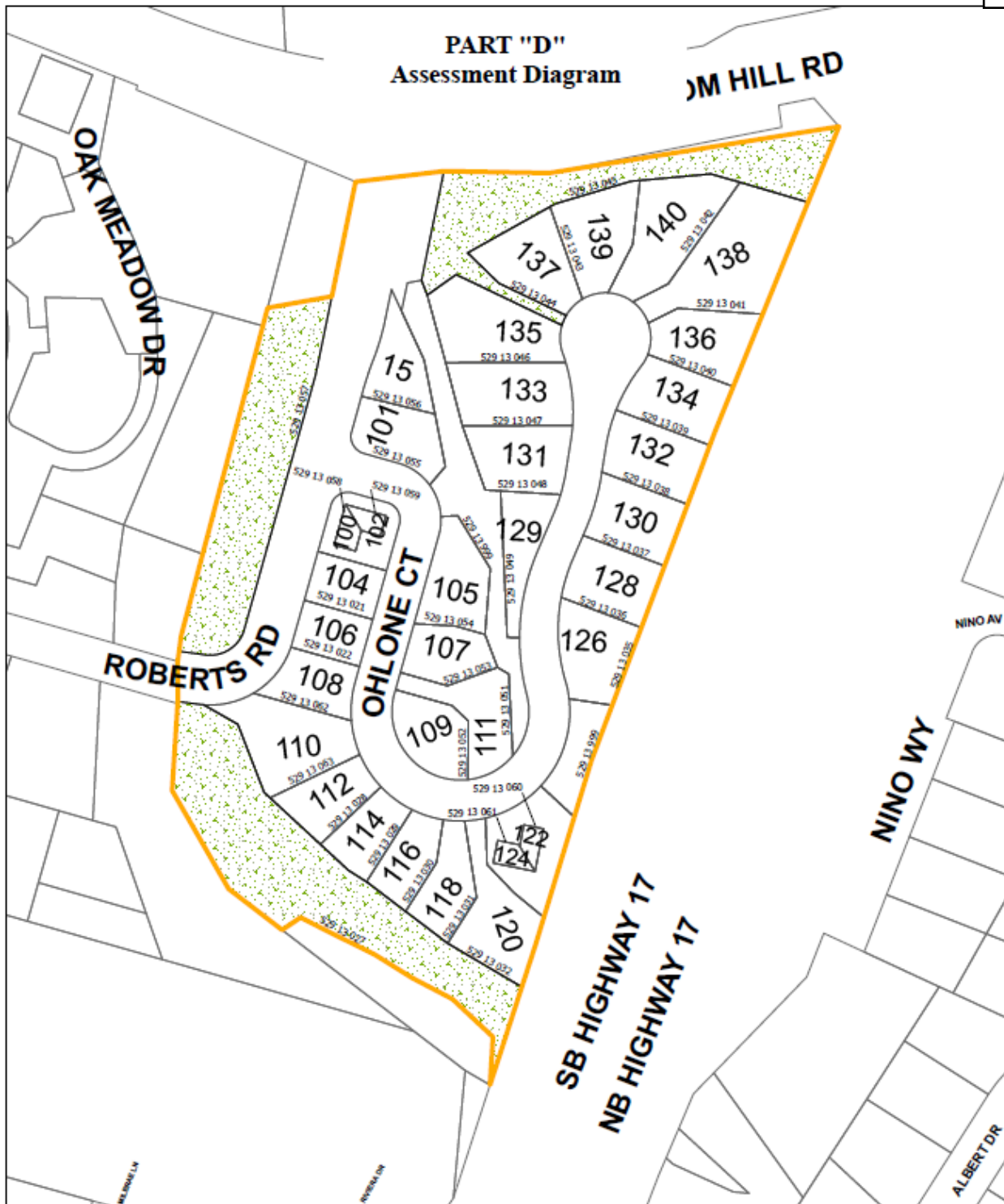
## **METHOD OF APPORTIONMENT OF ASSESSMENT**


The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

The total amount of the assessment was apportioned equally to all the lots within Vasona Heights Benefit Zone of Landscaping and Lighting Assessment District No. 1.


**VASONA HEIGHTS BENEFIT ZONE****PROPERTY OWNERS LIST**


<b>APN</b>
52913021
52913022
52913028
52913029
52913030
52913031
52913032
52913035
52913036
52913037
52913038
52913039
52913040
52913041
52913042
52913043
52913044
52913046
52913047
52913048
52913049
52913051
52913052
52913053
52913054
52913055
52913056
52913058
52913059
52913060
52913061
52913062
52913063



 Not To Scale

**LLD-Vasona Hts Benefit Zone**  
Landscape & Lighting Assessment District No.1

 Landscape Maintenance Area

 Landscape Maintenance Districts



**Landscape and Lighting  
Assessment District No. 1**

**HILLBROOK  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1  
(Pursuant to the Landscaping and Lighting Act of 1972)

**HILLBROOK BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

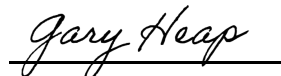
The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, hardscape, and fences currently exist on APN: 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive, Los Gatos, California.

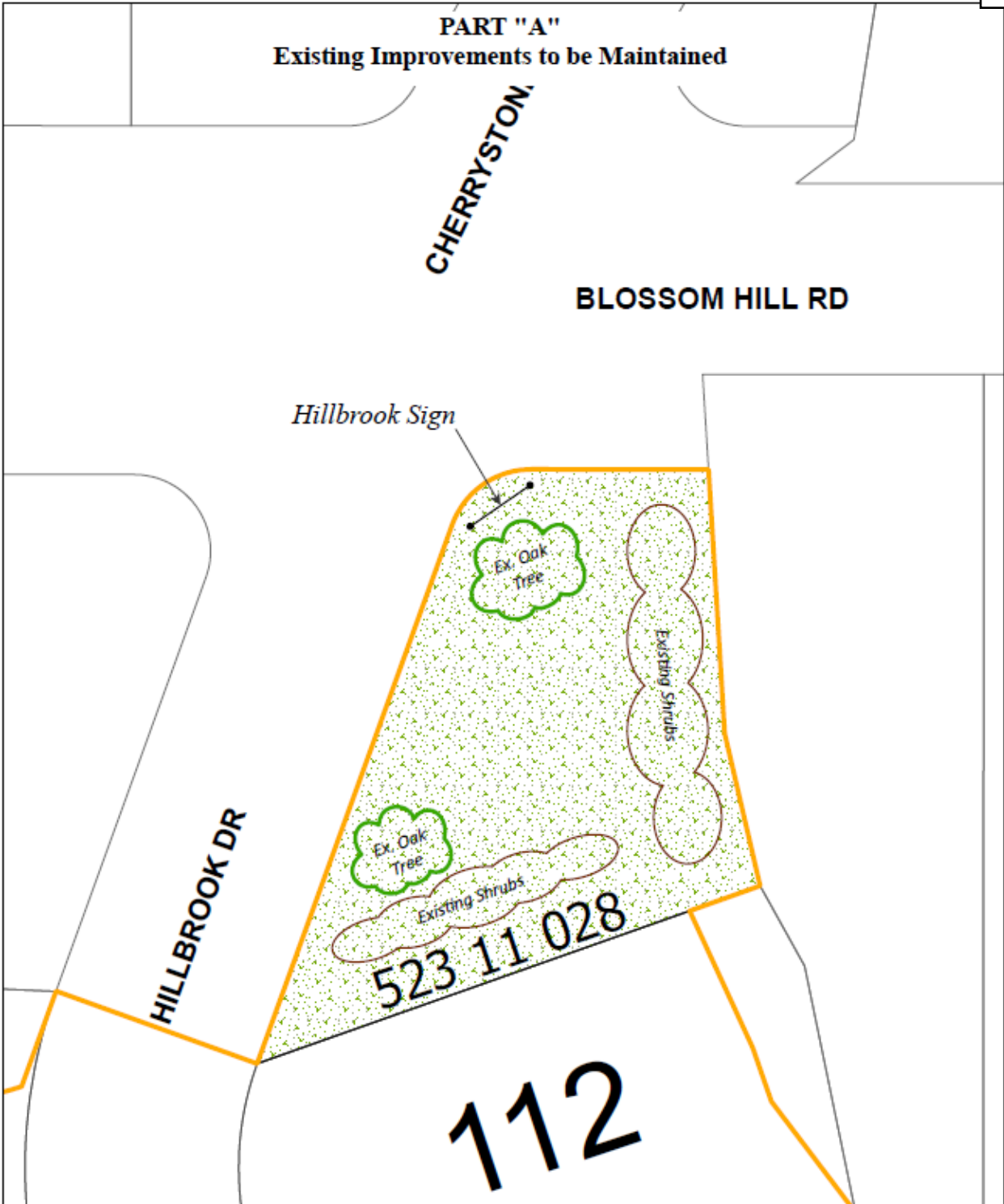
This report consists of four parts, as follows:


- PART A:       Diagram of Existing Improvements.
- PART B:       An estimate of the cost of the improvements.
- PART C:       An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the amount proposed to be assessed against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Town Clerk.
- PART D:       A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE



 N  
Not To Scale

**LLD-Hillbrook Benefit Zone**  
Landscape & Lighting Assessment District No.1

 Landscape Maintenance Area  
 Landscape Maintenance Districts

<b>PART B</b>	
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>	
<b>FISCAL YEAR 2025-26</b>	
<b>HILLBROOK DRIVE BENEFIT ZONE</b>	
<b>Fiscal Year 2024-25 Resources</b>	
Fund Balance 6/30/24	\$ 28,749
Assessment	5,915
Delinquent Assessment	0
Penalties/Late Fees	0
Interest	1,238
<b>Total Resources Available for FY 2024-25</b>	<b>\$ 35,902</b>
<b>Fiscal Year 2024-25 Expenses</b>	
Santa Clara County Collection Fee	\$ 60
Publication & Notification Charges	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	3,176
Landscape Contractor	1,680
Town Administrative Charges	250
<b>Total Expenses for FY 2024-25</b>	<b>\$ 5,166</b>
<b>Ending Fund Balance for FY 2024-25</b>	<b>\$ 30,736</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>	
Fund Balance 6/30/25	\$ 30,736
Assessment	5,950
Interest	90
<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$ 36,776</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>	
Santa Clara County Collection Fee	\$ 60
Publication & Notification Charges	487
Tree Services	0
Weed Abatement	0
Light Pole Maintenance	0
Electric Utility	0
San Jose Water	4,000
Landscape Contractor	1,739
District Capital Improvements	0
Town Administrative Charges	250
<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$ 6,536</b>
<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$ 30,240</b>

**PART C**  
**ASSESSMENT ROLL**  
**FISCAL YEAR 2026/27**

**HILLBROOK BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$175.00	523-11-027
Lot 2	\$175.00	523-11-026
Lot 3	\$175.00	523-11-025
Lot 4	\$175.00	523-11-024
Lot 5	\$175.00	523-11-023
Lot 6	\$175.00	523-11-022
Lot 7	\$175.00	523-11-021
Lot 8	\$175.00	523-11-020
Lot 9	\$175.00	523-11-019
Lot 10	\$175.00	523-11-018
Lot 11	\$175.00	523-07-030
Lot 12	\$175.00	523-07-029
Lot 13	\$175.00	523-07-028
Lot 14	\$175.00	523-07-027
Lot 15	\$175.00	523-07-026
Lot 16	\$175.00	523-07-025
Lot 17	\$175.00	523-07-024
Lot 18	\$175.00	523-07-023
Lot 19	\$175.00	523-07-022
Lot 20	\$175.00	523-07-021
Lot 21	\$175.00	523-07-020
Lot 22	\$175.00	523-07-019
Lot 23	\$175.00	523-07-018
Lot 24	\$175.00	523-07-017
Lot 25	\$175.00	523-07-016
Lot 26	\$175.00	523-07-015
Lot 27	\$175.00	523-07-014
Lot 28	\$175.00	523-07-013
Lot 29	\$175.00	523-07-012
Lot 30	\$175.00	523-07-011
Lot 31	\$175.00	523-07-010
Lot 32	\$175.00	523-07-009
Lot 33	\$175.00	523-07-008
Lot 34	\$175.00	523-07-007
<b>Total Assessment:</b>	<b>\$5,950</b>	

**ASSESSMENT ROLL  
FISCAL YEAR 2026/27**

**HILLBROOK BENEFIT ZONE**

The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

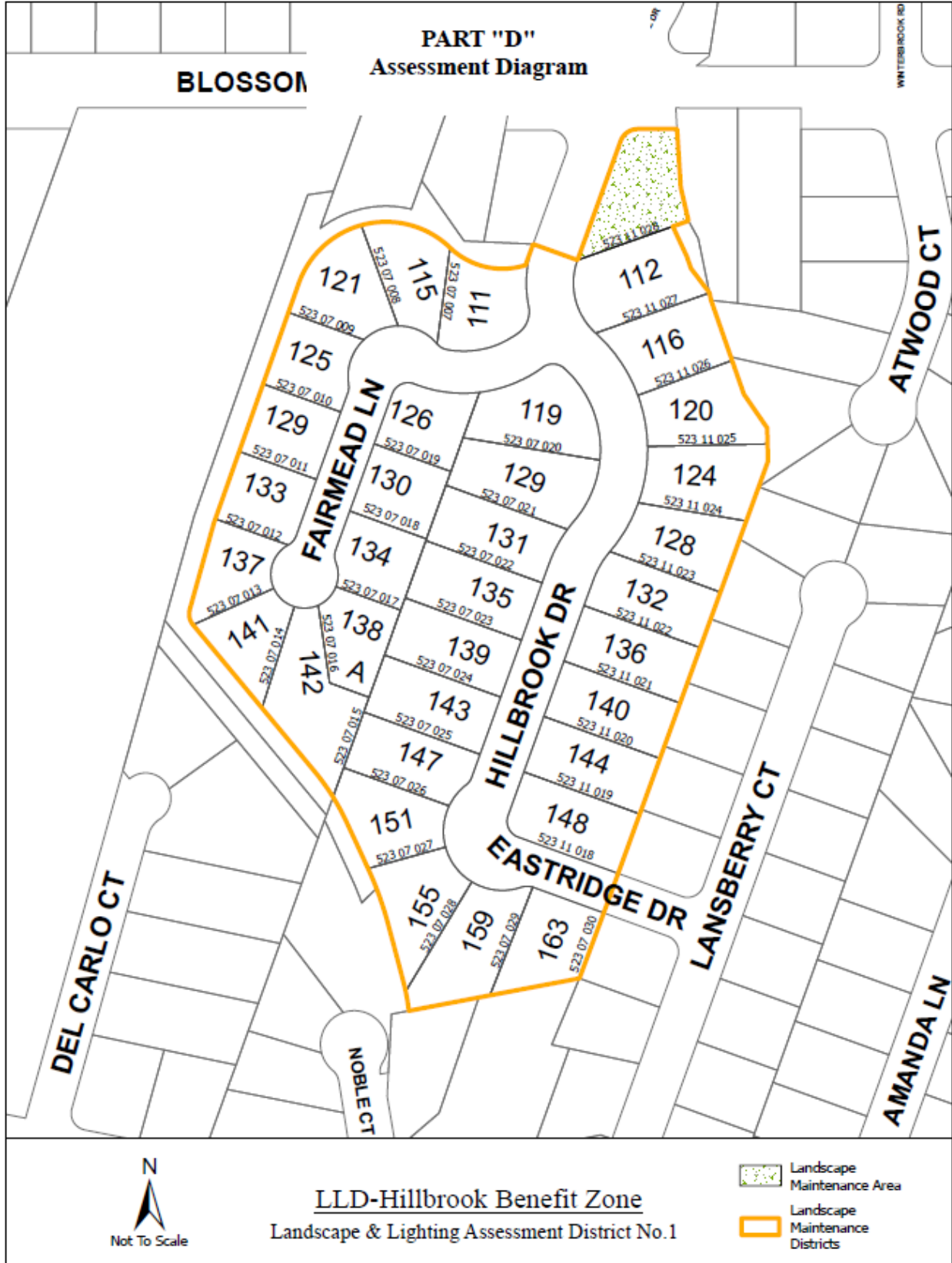
**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within Landscape and Lighting Assessment District No. 1--Hillbrook Benefit Zone.

# **HILLBROOK BENEFIT ZONE**

## **PROPERTY OWNERS LIST**

<b>APN</b>
52307007
52307008
52307009
52307010
52307011
52307012
52307013
52307014
52307015
52307016
52307017
52307018
52307019
52307020
52307021
52307022
52307023
52307024
52307025
52307026
52307027
52307028
52307029
52307030
52311018
52311019
52311020
52311021
52311022
52311023
52311024
52311025
52311026
52311027





**Landscape and Lighting  
Assessment District No. 2**

**GEMINI COURT  
BENEFIT ZONE**

**Fiscal Year  
2026/27**

**ENGINEER'S REPORT**

**ENGINEER'S REPORT  
FISCAL YEAR 2026/27**

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2  
(Pursuant to the Landscaping and Lighting Act of 1972)

**GEMINI COURT BENEFIT ZONE**

Gary Heap, Town Engineer for Landscape and Lighting Assessment District No. 2--Gemini Court Benefit Zone, Town of Los Gatos, Santa Clara County, California, makes this report, as directed by the Town Council, pursuant to Section 22566, et seq. of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements that are the subject of this report are briefly described as follows:

The maintenance of trees, landscaping, irrigation systems, lighting, sound wall and fences as shown on the approved improvement and landscape plans for Tract No. 8439, Los Gatos, California.

This report consists of four parts, as follows:

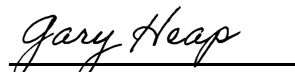
PART A: Plans and specifications for the improvements are filed in the Clerk Department. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.

PART B: An estimate of the cost of the improvements.

PART C: An assessment of the estimated cost of the improvements on each benefited parcel within the assessment district, the method by which the Engineer of Work has determined the proposed assessment against each parcel, and a list of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk Administrator.

PART D: A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Gary Heap  
Town Engineer

April 30, 2026  
DATE

**PART A****FISCAL YEAR 2026/27****PLANS, SPECIFICATIONS AND REPORTS****GEMINI COURT BENEFIT ZONE**

Plans and specifications for the improvements are those prepared by Greg G. Ing, and Associates, dated September 14, 1990, their job number 9031. These plans and specifications have been filed separately in the Clerk Department of the Town of Los Gatos and are incorporated in the Report by reference.

<b>PART B</b>			
<b>ESTIMATE OF THE COST OF IMPROVEMENTS</b>			
<b>FISCAL YEAR 2025-26</b>			
<b>GEMINI COURT BENEFIT ZONE</b>			
<b>Fiscal Year 2024-25 Resources</b>			
	Fund Balance 6/30/24	\$	44,206
	Assessment		4,623
	Delinquent Assessment		0
	Penalties/Late Fees		0
	Interest		1,980
	<b>Total Resources Available for FY 2024-25</b>	<b>\$</b>	<b>50,809</b>
<b>Fiscal Year 2024-25 Expenses</b>			
	Santa Clara County Collection Fee	\$	46
	Publication & Notification Charges		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		552
	Town Administrative Charges		610
	<b>Total Expenses for FY 2024-25</b>		<b>1,208</b>
	<b>Ending Fund Balance for FY 2024-25</b>	<b>\$</b>	<b>49,601</b>
<b>Fiscal Year 2025-26 Estimated Resources</b>			
	Fund Balance 6/30/25	\$	49,601
	Assessment		4,600
	Interest		150
	<b>Total Estimated Resources Available for FY 2025-26</b>	<b>\$</b>	<b>54,351</b>
<b>Fiscal Year 2025-26 Estimated Expenses</b>			
	Santa Clara County Collection Fee	\$	46
	Publication & Notification Charges		515
	Tree Services		0
	Weed Abatement		0
	Light Pole Maintenance		0
	Electric Utility		0
	San Jose Water		0
	Landscape Contractor		571
	District Capital Improvement		0
	Town Administrative Charges		610
	<b>Total Estimated Expenses for FY 2025-26</b>	<b>\$</b>	<b>1,742</b>
	<b>Estimated Ending Fund Balance for FY 2025-26</b>	<b>\$</b>	<b>52,609</b>

**PART C****ASSESSMENT ROLL  
FISCAL YEAR 2026/27****GEMINI COURT BENEFIT ZONE**

<b>Special Assessment No.</b>	<b>Amount of Assessment</b>	<b>Property Description</b>
Lot 1	\$230.00	567-64-051
Lot 2	\$230.00	567-64-050
Lot 3	\$230.00	567-64-049
Lot 4	\$230.00	567-64-048
Lot 5	\$230.00	567-64-047
Lot 6	\$230.00	567-64-046
Lot 7	\$230.00	567-64-045
Lot 8	\$230.00	567-64-044
Lot 9	\$230.00	567-64-054
Lot 10	\$230.00	567-64-053
Lot 11	\$230.00	567-64-052
Lot 12	\$230.00	567-64-042
Lot 13	\$230.00	567-64-041
Lot 14	\$230.00	567-64-040
Lot 15	\$230.00	567-64-039
Lot 16	\$230.00	567-64-038
Lot 17	\$230.00	567-64-037
Lot 18	\$230.00	567-64-036
Lot 19	\$230.00	567-64-035
Lot 20	\$230.00	567-64-034
<b>Total Assessment:</b>	<b>\$4,600.00</b>	

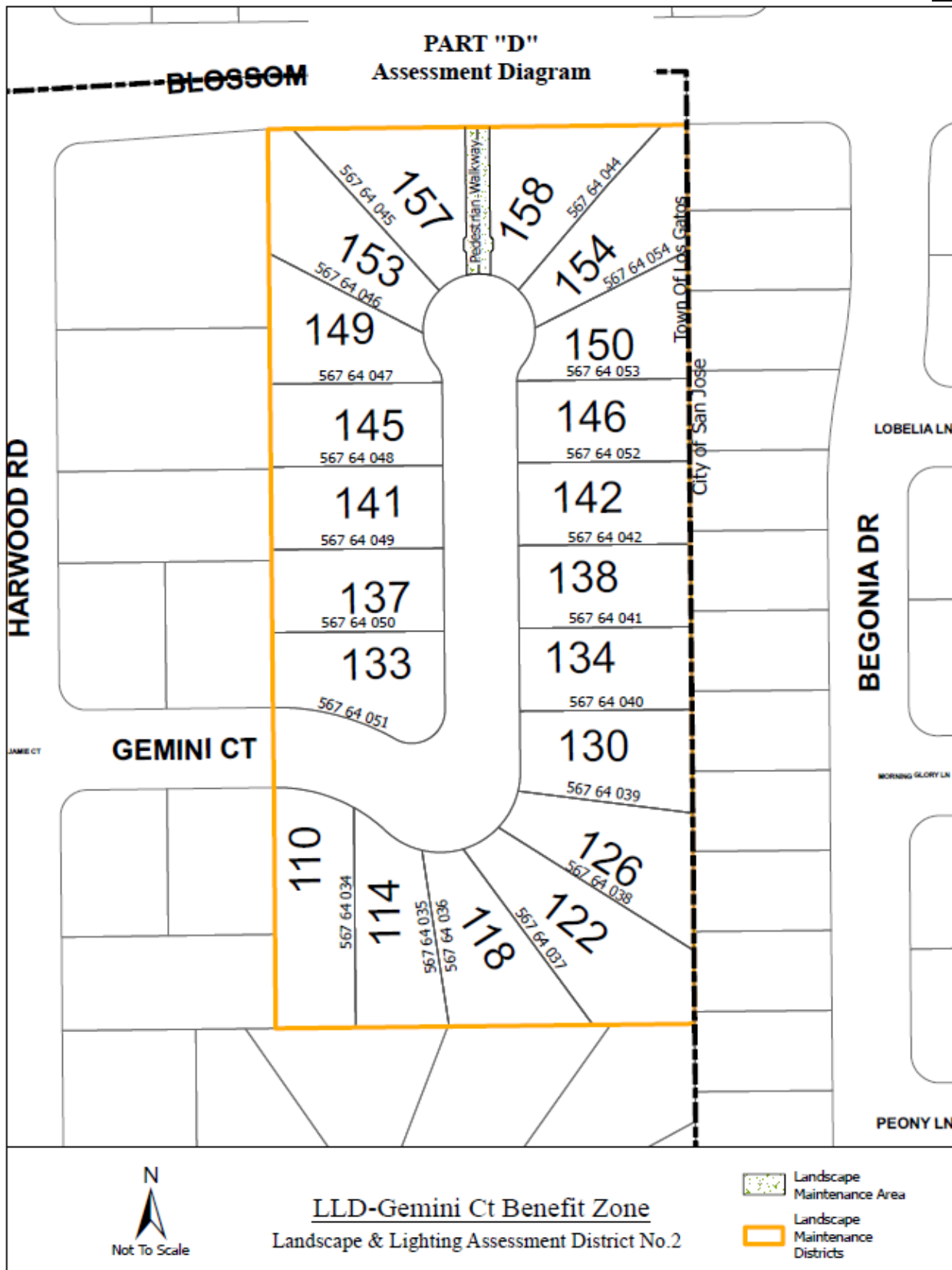
The lines and dimensions of each parcel are those shown on the maps of the County Assessor of the County of Santa Clara and the County assessment roll.

**METHOD OF APPORTIONMENT OF ASSESSMENT**

The total amount of the assessment was apportioned equally to all the lots within the Gemini Court Benefit Zone of Landscape and Lighting Assessment District No. 2.

**GEMINI COURT BENEFIT ZONE****PROPERTY OWNERS LIST**

<b>APN</b>
56764034
56764035
56764036
56764037
56764038
56764039
56764040
56764041
56764042
56764044
56764045
56764046
56764047
56764048
56764049
56764050
56764051
56764052
56764053
56764054



**RESOLUTION 2026-019****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
DESCRIBING IMPROVEMENTS AND DIRECTING PREPARATION OF ENGINEER'S  
REPORT FOR FISCAL YEAR 2026-27 TOWN OF LOS GATOS LANDSCAPE AND  
LIGHTING ASSESSMENT DISTRICTS NO. 1 AND 2**

**WHEREAS**, the Town Council did, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, conduct proceedings for the formation of the Town of Los Gatos Landscaping and Lighting Assessment Districts No. 1 and 2; and

**WHEREAS**, the public interest, convenience and necessity require, and it is the intention of said Council to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in said Districts, for the construction or installation of improvements, including the maintenance or servicing, or both, thereof, for the fiscal year 2026-27; and

**WHEREAS**, the improvements to be constructed or installed, including the maintenance or servicing, or both, thereof, are more particularly described in (Exhibit A) hereto attached and by reference incorporated herein; and

**WHEREAS**, the costs and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon said Districts, the exterior boundaries of which Districts are the composite and consolidated area as more particularly shown on a map thereof on file in the Clerk Department of the Town of Los Gatos to which reference is hereby made for further particulars. Said map indicates, by a boundary line, the extent of the territory included in said Districts and of any zone thereof and shall govern for all details as to the extent of the assessment districts; and

**NOW, THEREFORE, BE IT RESOLVED:** The Engineer of said Town is hereby directed to prepare and file with said Town Clerk a report, in writing, referring to the assessment districts by their distinctive designations, specifying the fiscal year to which the report applies, and, with respect to that year, presenting the following:

- a. Plans and specifications of the existing improvements and for proposed new improvements, if any, to be made within the assessment districts or within any zones thereof;
- b. An estimate of the costs of said proposed new improvements, if any, to be made, the costs of maintenance or servicing, or both, thereof, and of any existing improvements, together with the incidental expenses in connection therewith;
- c. A diagram showing the exterior boundaries of the assessment districts and of any zones within said districts and the lines and dimensions of each lot or parcel of land within the districts as such lot or parcel of land is shown on the County Assessor's map for the fiscal year to which the report applies, each of which lots or parcels of land shall be identified by a distinctive number or letter on said diagram; and
- d. A proposed assessment of the total amount of the estimated costs and expenses of the proposed new improvements, including the maintenance or servicing, or both, thereof, and of any existing improvements upon the several lots or parcels of land in said districts in proportion to the estimated particular and distinct benefits to be received by each of such lots or parcels of land, respectively, from said improvements, including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto.

**NOW, THEREFORE, BE IT FURTHER RESOLVED:** The Office of the Engineer of said Town is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein and may be contacted during regular office hours at 41 Miles Avenue, Los Gatos, California 95030 or by calling (408) 399-5770.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 21<sup>st</sup> day of April, 2026, by the following vote:

**COUNCIL MEMBERS:**

**AYES:** Rob Rennie, Mary Badame, Maria Ristow, Matthew Hudes, Mayor Rob Moore

**NAYS:** None

**ABSENT:** None

**ABSTAIN:** None

**SIGNED:**



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

**ATTEST:**

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

## EXHIBIT A

**DESCRIPTION OF IMPROVEMENTS  
TOWN OF LOS GATOS  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1**

**1. General Description of Improvements:**

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

**2. Specific Descriptions of Improvements:**

**Blackwell Drive Benefit Zone** - Maintenance of the landscaping in the median island on Blackwell Drive constructed as a part of the public improvements required of Tract No. 8306, and maintenance of the street lights installed along Blackwell Drive and National Avenue installed as a part of the public improvements required of Tract No. 8306.

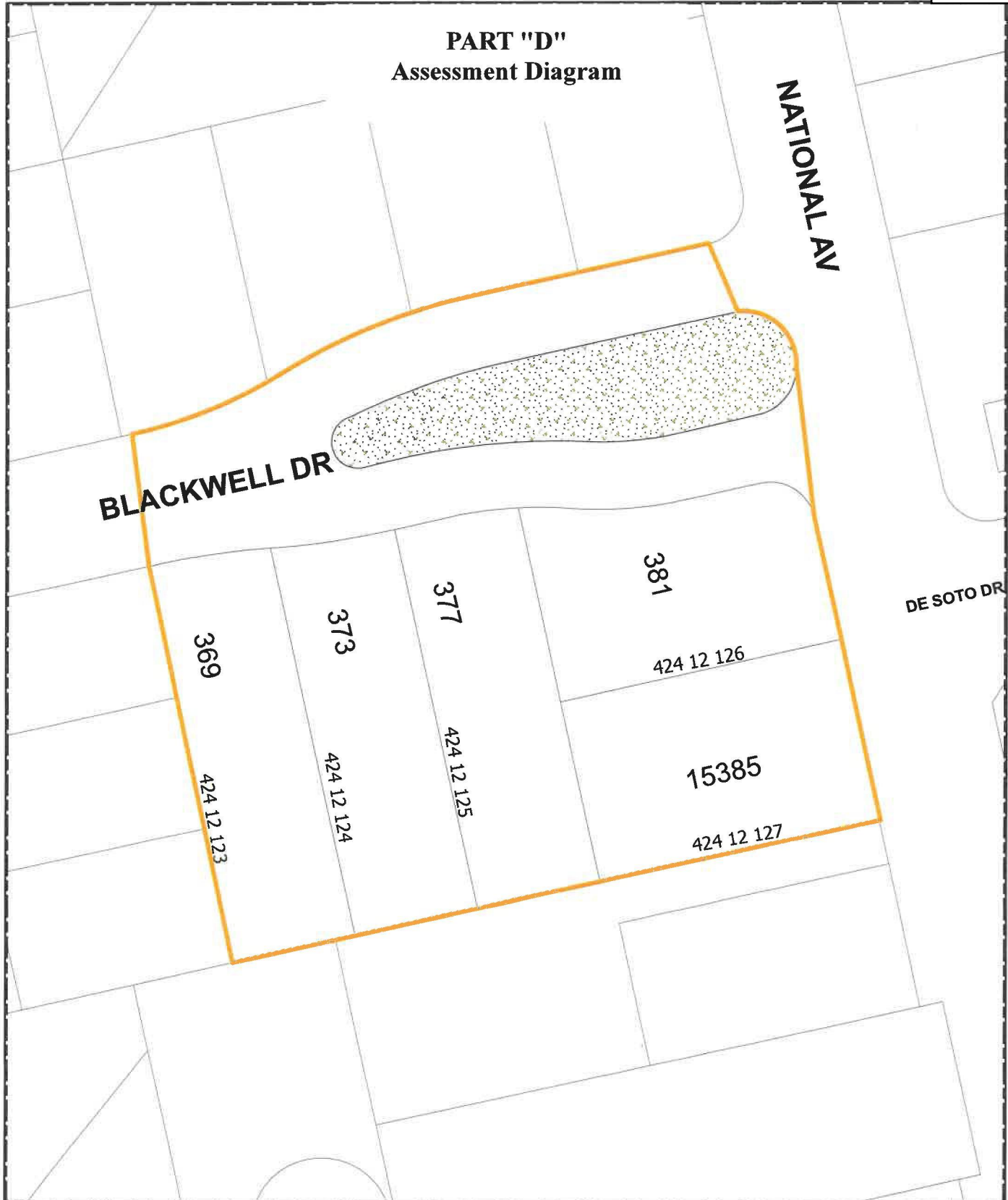
**Hillbrook Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, hardscape and fences as currently exist on APN 523-11-028, located at the southeast corner of Blossom Hill Road and Hillbrook Drive.

**Kennedy Meadows Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, trail and street lights within the open space areas (Parcels A and B) and along Kennedy Court and Forrester Court, installed as a part of the public improvements required of Tract No. 8612, and the implementation of mitigation and enhancement measures within the riparian and wetlands areas of said Tract described in the report prepared by H.T. Harvey Associates, dated November 11, 1994.

**Santa Rosa Heights Benefit Zone** - The maintenance of trees, landscaping, trails and retaining walls constructed as a part of the public improvements required of Tract No. 8400.

**Vasona Heights Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, trails, emergency access roads and retaining walls within the open space areas required as a part of the public improvements required of Tract No. 8280.

**PART "D"**  
**Assessment Diagram**



**LLD-Blackwell Benefit Zone**  
**Landscape & Lighting Assessment District No.1**

-  Landscape Maintenance Area
-  Landscape Maintenance Districts

**PART "A"**  
**Existing Improvements to be Maintained**

**CHERRYSTON**

**BLOSSOM HILL RD**

*Hillbrook Sign*



Ex. Oak Tree

Ex. Oak Tree

Existing Shrubs

Existing Shrubs

523 11 028

112

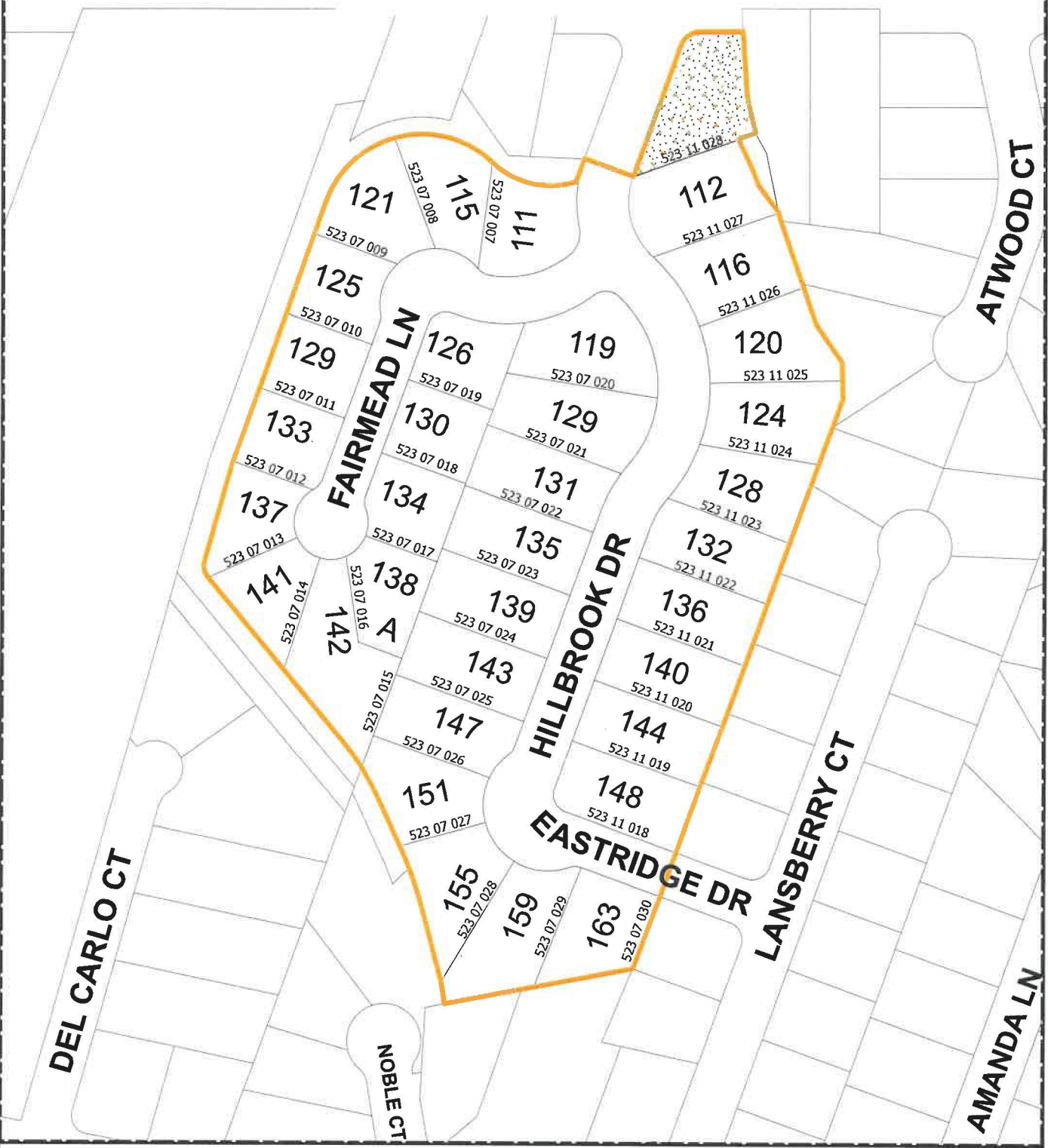
**HILLBROOK DR**



**LLD-Hillbrook Benefit Zone**  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts

# PART "D" Assessment Diagram



**LLD-Hillbrook Benefit Zone**  
Landscape & Lighting Assessment District No.1

- Landscape Maintenance Area
- Landscape Maintenance Districts

BROOKE ACR

PART "D"  
Assessment Diagram

S KENNEDY RD

KENNEDY RD

KENNEDY CT

FORRESTER CT

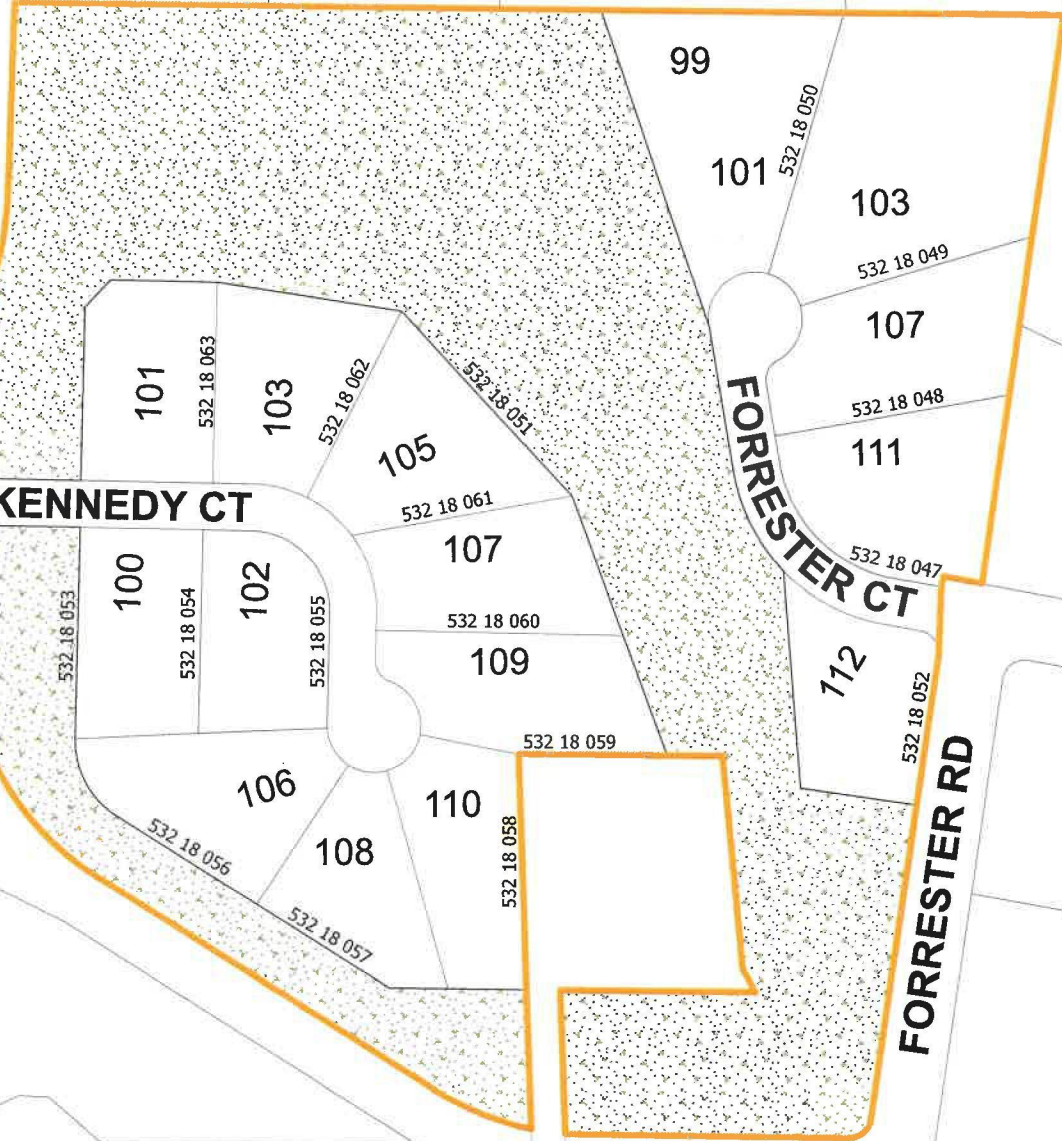
FORRESTER RD

TERESITA WY

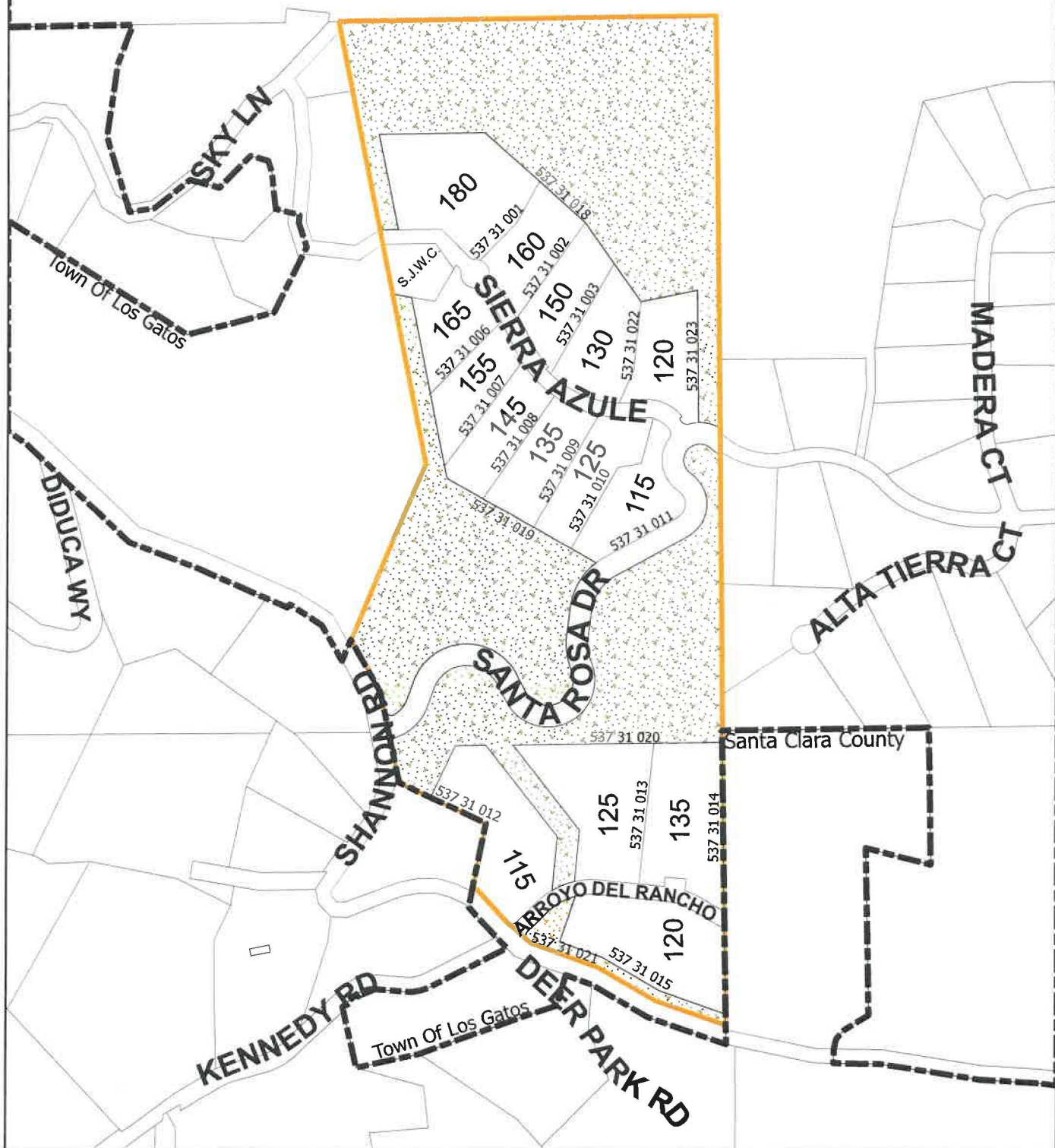


LLD-Kennedy Meadows Benefit Zone  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts



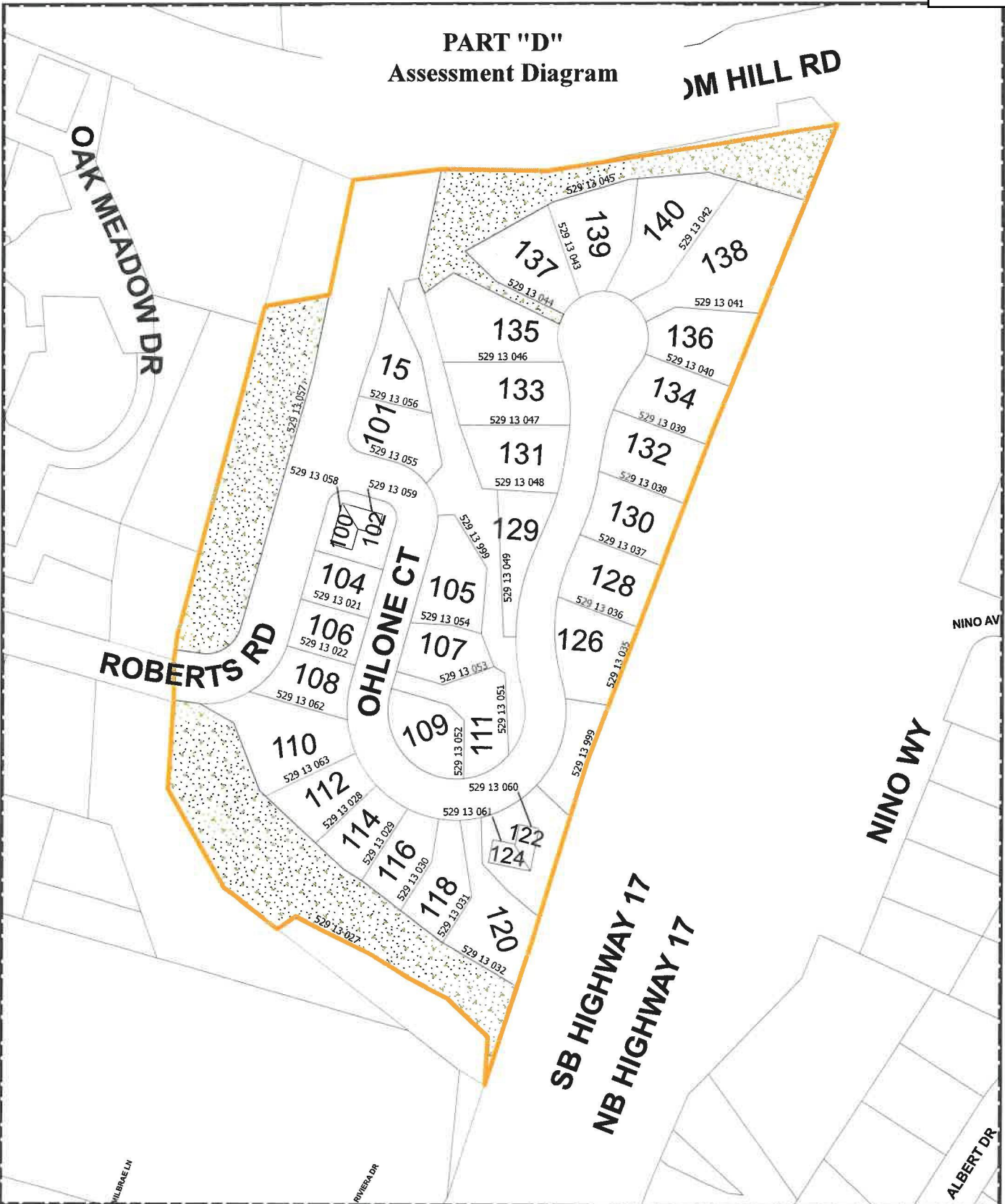
### PART "D" Assessment Diagram



**LLD-Santa Rosa Hts Benefit Zone**  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts

### PART "D" Assessment Diagram



**LLD-Vasona Hts Benefit Zone**  
Landscape & Lighting Assessment District No.1

-  Landscape Maintenance Area
-  Landscape Maintenance Districts

## EXHIBIT A

**DESCRIPTION OF IMPROVEMENTS  
TOWN OF LOS GATOS  
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 2**

**1. General Description of Improvements:**

The design, construction or installation, including the maintenance or servicing, or both, thereof, of landscaping, including trees, shrubs, grass or other ornamental vegetation, statuary, fountains or other ornamental structures and facilities, and public lighting facilities for the lighting of any public places, ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances, including the cost of repair, removal or replacement of all or any part thereof; providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; and the operation of any fountains or the maintenance of any other improvements.

**2. Specific Description of Improvements:**

**Gemini Court Benefit Zone** - The maintenance of trees, landscaping, irrigation systems, lighting, sound walls, and fences installed as a part of the public improvements required of Tract No. 8439.

### PART "D" Assessment Diagram



LLD-Gemini Ct Benefit Zone  
Landscape & Lighting Assessment District No.2

-  Landscape Maintenance Area
-  Landscape Maintenance Districts



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 4.

ITEM NO: 4

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DATE: May 05, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Authorize the Town Manager to Execute a Five-Year Agreement for Services with Pacific Water Arts, Inc. to Perform Fountain Maintenance at Town Plaza Park and Town Hall with a Base Year Not-To-Exceed an Amount of \$130,866 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI)**

RECOMMENDATION: Authorize the Town Manager to execute a five-year agreement for services with Pacific Water Arts, Inc., with a base year not-to-exceed amount of \$130,866 for FY 26-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

FISCAL IMPACT:

The proposed base year not-to-exceed amount for FY 2026-27 is \$130,866 and is included in the Department's proposed FY 2026-27 Parks and Public Works Operating Budget (1115301-62378), subject to Town Council budget adoption. The base amount includes \$121,866 for routine maintenance services and \$9,000 for unforeseen services. For the remaining term of the agreement, annual compensation adjustments will be based on the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, subject to annual budget appropriations through the Town's budget process.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Quality Public Infrastructure and Community Character. This agreement will keep both the splash pad at Plaza Park and the Civic Fountain maintained and operational for residents to enjoy.

PREPARED BY: Tyler Thomas  
Superintendent

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

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PAGE 2 OF 3

SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with Pacific Water Arts, Inc.

DATE: May 05, 2026

BACKGROUND:

The Town of Los Gatos has used contract services for the maintenance and repair of the interactive fountain located in Plaza Park for the past 25 years and the Civic Center fountain for the past eight years. Staff reviews these maintenance contracts regularly to ensure that the services provided are being performed satisfactorily, are competitively priced, and continue to meet the Town's expectations and contract terms. Pacific Water Art, Inc. (Pacific Water Art) built the Plaza Fountain 25 years ago as part of a Town Plaza Capital Improvement Project, along with providing ongoing maintenance and repair services. In 2018, the Town issued a Request for Proposals and subsequently entered into an agreement with Pacific Water Art to provide maintenance services for both assets. Since 2018, Pacific Water Art has maintained and repaired both fountains.

DISCUSSION:

On February 27, 2026, Parks and Public Works published a Request for Proposals (RFP) for fountain maintenance. This RFP closed on March 20, 2026. A total of 351 vendors reviewed the proposal and 22 downloaded it for further consideration. The only proposal received was from Pacific Water Art. Pacific Water Art was deemed a qualified contractor by staff and found to be able to perform this work.

The Scope of Service includes daily cleaning and inspections as well as other daily needs and legal requirements; it also includes weekly and quarterly work tasks, such as filter maintenance, sensor maintenance and cleaning, and weekly written reports. The scope of services also includes additional services in connection with the Plaza fountain to help maintain functionality with the goal of minimizing/eliminating unexecuted downtimes. The proposed scope of work at the Plaza Fountain also meets current Santa Clara County health code requirements for interactive fountains and pools. The Civic Center fountain will be maintained at its existing weekly service schedule, with more in-depth inspections such as quarterly sensor inspection and cleaning, checking voltages on pump motors. Staff has also included a line item for on-call repair service as needed.

The agreement term is proposed for five years, which provides continuity of service and helps maximize savings by engaging a firm for multiple years.

CONCLUSION:

Staff recommends Town Council authorize the Town Manager to execute a five-year Agreement for Services with Pacific Water Art, Inc. to provide maintenance services for both Town owned fountains.

SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with Pacific Water Arts, Inc.

DATE: May 05, 2026

COORDINATION:

This staff report was worked on in coordination with the Finance Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Agreement for Services

# AGREEMENT FOR SERVICES

ITEM NO. 4.

## Agreement for Services Town Fountain and Splash Pad Maintenance Services

### PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Pacific Water Art, Inc. ("Contractor"), a Corporation and whose address is 330 Matthew Street, Santa Clara, CA 95050. This Agreement is made with reference to the following facts.

### I. RECITALS

- A. Town sought quotations for the services described in this Agreement, and the Contractor was the lowest cost Contractor.
- B. Contractor represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- C. Town desires to engage Contractor to provide maintenance services to the Plaza Park splash pad and Civic fountain.
- D. Contractor warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges Town has relied upon these warranties to retain the Contractor.

### II. AGREEMENT

- A. Scope of Services. Contractor shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.
- B. Term. The term of this Agreement shall be from July 1, 2026 to Monday, June 30, 2031.
- C. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Contractor to practice its profession. Contractor shall maintain a Town of Los Gatos business license as required in Chapter 14 of the Code of the Town of Los Gatos.
- D. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- E. Information/Report Handling. All documents furnished to the Contractor by the Town and all reports and supportive data prepared by the Contractor under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by the Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Contractor shall not make any of these documents or information available to any individual or organization not employed by the Contractor or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Contractor 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 Contractor in connection with other projects shall be solely at Town's risk, unless Contractor expressly

consents to such use in writing. Town further agrees that it will not appropriate any methodology or of Contractor which is and has been confirmed in writing by Contractor to be a trade secret of the Contractor.

- F. Compensation: Compensation for services for year One **shall not exceed \$130,866** at the rates set forth in Exhibit A. Compensation for future years will be the year one base cost of \$130,866 adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation will remain at the base amount. Compensation for services is inclusive of all costs subject to appropriation of funds, notwithstanding any other provision in this agreement. Payment shall be based upon Town approval of each task. Payment shall be adjusted upward annually for the remaining term of this agreement by the change, if any.
  
- G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form. Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:  
 Invoices: Town of Los Gatos  
 Attn: Accounts Payable  
 P.O. Box 655  
 Los Gatos, CA 95031-0655  
 Email (preferred): AP@losgatosca.gov
  
- H. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the Town at the Contractor offices during business hours upon written request of the Town.
  
- I. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Contractor. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
  
- J. Independent Contractor. It is understood that the Contractor, 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 Contractor 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. Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Contractor 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 Contractor or is based on allegations of Contractor's negligent performance or wrongdoing.

- K. Conflict of Interest. Contractor understands that its professional responsibilities are solely to the Town. Contractor has and shall not obtain any holding or interest within the Town of Los Gatos. Contractor 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, the Contractor 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. Contractor 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 Contractor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- L. Non-Discrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither the Contractor 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**

- A. Minimum Scope of Insurance:
  1. Contractor 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.
  2. Contractor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
  3. Contractor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Contractor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- B. General Liability:
  1. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned or used by the Contractor.
  2. The Contractor'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 agents shall be excess of the Contractor's insurance and shall not contribute with it.

- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or agents.
- 4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, 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.
- D. Workers' Compensation. In addition to these policies, Contractor 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, Contractor shall ensure that all subcontractors employed by Contractor provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- E. Indemnification. The Contractor shall indemnify the Town its elected and appointed officials, employees and agents 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 any act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. Contractor shall defend the Town against any such claims.

**IV. GENERAL TERMS**

- A. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- B. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
- D. Termination of Agreement. The Town and the Contractor 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 Contractor shall deliver to the Town all plans, files, documents, reports, performed to the Contractor. In the event of such termination, Town shall pay Contractor 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.

- E. Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
  1. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
  2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
  3. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
  4. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
  5. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

6. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

7. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

F. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Contractor.

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

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

Pacific Water Art, Inc.  
330 Matthew Street, Santa Clara, CA 95050

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

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

I. Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and the Contractor. 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 the Contractor have executed this Agreement.

TOWN OF LOS GATOS:

CONTRACTOR: Pacific Water Art, Inc.

\_\_\_\_\_  
**SIGNATURE**

Chris Constantin

\_\_\_\_\_  
**FULL NAME**

Town Manager

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**SIGNATURE**

Billy Le

\_\_\_\_\_  
**VENDOR SIGNATORY'S FULL NAME**

President

\_\_\_\_\_  
**VENDOR SIGNATORY'S TITLE**

\_\_\_\_\_  
**DATE SIGNED**

Approved as to form:

\_\_\_\_\_  
**SIGNATURE**

Gabrielle Whelan

\_\_\_\_\_  
**FULL NAME**

Town Attorney

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE SIGNED**

The execution date is the date on which the last party has signed.



**REQUEST FOR PROPOSAL**  
**FOR**  
**TOWN FOUNTAIN AND SPLASH PAD MAINTENANCE**  
**SERVICES**  
**TBD**

**Proposal Opening**  
**Friday, March 20, 2026, 2:00 pm**

**ISSUE DATE: February 27, 2026**

## 1. Scope of Work

### 1.1. Scope of Work

## **PLAZA PARK SPLASH PAD**

### DAILY (7 DAYS PER WEEK)

#### 1. Water Chemistry Testing and Recording

- Test and record:
  - Free chlorine residual (maintain minimum 1.0 ppm or as required by Santa Clara County)
  - Combined chlorine.
  - pH (maintain 7.2 – 7.8)
- Verify automatic chemical controller functionality.
- Adjust chemicals as required to maintain compliance.
- Maintain written logs onsite and available for County inspection.

#### 2. Reservoir and Water Level Verification

- Verify reservoir water level and autofill operation.
- Inspect make-up water system and backflow prevention device (visual check).

#### 3. Circulation and Mechanical Inspection

- Inspect pumps, motors, and circulation system.
- Verify pressure and vacuum gauges are within manufacturer limits.
- Confirm system's flow rate meets required turnover standards.
- Inspect for leaks, unusual noise, or vibration.

#### 4. Water Treatment System

- Inspect chemical feed systems.
- Monitor and refill chemical tanks as needed.
- Inspect and verify proper operation of UV secondary disinfection system (if installed).

#### 5. Strainer Basket Cleaning

- Clean pump strainer baskets as needed to prevent flow restriction.

## 6. Surface and Spray Feature Inspection

- Inspect spray nozzles and drains for obstruction or vandalism.
- Remove visible debris from splash pad surface.
- Ensure deck drainage is functioning properly.

### WEEKLY

## 7. Comprehensive System Inspection

- Inspect sump pumps and remove obstructions.
- Clean vault hatch gutters as needed.

## 8. Filter Maintenance

- Clean cartridge filters only when pressure differential exceeds manufacturer recommendations.
- Record cleaning date in maintenance log.

### QUARTERLY

## 9. Sensor and Controller Maintenance

- Clean and calibrate pH and ORP probes per manufacturer specifications.
- Document calibration readings.

## 10. Motor Maintenance

- Take amperage readings on all motors.
- Inspect bearings and lubricate motors per manufacturer schedule.

### REPORTING REQUIREMENTS

## 11. Weekly Written Report to Town

- Daily chlorine and pH readings
- Chemical adjustments performed
- Equipment observations
- Filter cleanings

- Any repairs needed

## 12. Record Retention

- Maintain chemical and maintenance logs for minimum period required by Santa Clara County.
- Provide copies to Town upon request.
- Logs must be available during Environmental Health inspections.

## ON CALL SERVICES

- Respond to requests for service and provide repairs as needed.

# CIVIC CENTER FOUNTAIN

## WEEKLY SERVICES

### 1. Debris Removal

- Remove trash, leaves, and foreign debris from fountain basin, intake areas, and strainers.
- Inspect for vandalism or damage.

### 2. Water Quality Management

- Test water for:
  - pH (target 7.2–7.8)
  - Sanitizer residual (if chlorine or bromine system is used)
- Add algaecide and/or sanitizer as necessary to prevent algae growth and water discoloration.
- Adjust water chemistry to maintain clarity and minimize scale formation.

### 3. Mechanical Inspection

- Verify pump operation weekly (visual and audible inspection).
- Check for unusual vibrations, leaks, or overheating.
- Inspect nozzles and spray features for clogging.

- Inspect strainers and clean as needed.
- Verify proper water level and autofill operation.

**4. System Condition Check**

- Inspect plumbing connections for leaks.
- Visually inspect electrical components for obvious hazards (no panel opening unless authorized).
- Report any abnormalities immediately to Town.

**MONTHLY**

**5. Detailed Equipment Review**

- Inspect pump seals and fittings.
- Inspect and clean intake screens.

**SEMI-ANNUAL OR AS NEEDED**

**6. Deep Cleaning**

- Drain fountain (with Town approval).
- Pressure wash and scrub basin walls and floor.
- Remove mineral scale buildup.
- Refill and rebalance water chemistry.

**ANNUAL**

**7. Full System Review**

- Comprehensive inspection of pumps, plumbing, and control systems.
- Coordinate with Town for any recommended repairs.

**REPORTING**

**8. Provide weekly written report including:**

- Chemical readings
- Chemicals added
- Observed mechanical conditions
- Noted repairs needed
- Photographs of fountain condition

**10. Proposal Price**

The quantities shown on the Proposal forms are approximate only, being given as a basis for the comparison of Proposals, and the Town does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This Proposal will be rejected if Proposer fails to provide a Proposal for each item.

The Town reserves the right to make a comparison of Proposals based on any combination of the above alternate Proposal items.

For all services described in the Proposer’s Scope of Services, unless excluded by the Town in description of services below, the Town shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Proposer to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of Proposal.

Work will be paid hourly Not to Exceed the values listed in the Pricing Table. Proposers must attach a rate sheet to this Proposal Price Sheet.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Plaza Park Splash Pad Maintenance. (Please include daily, weekly, and monthly tasks in the line item.)	12	Month	\$7,310	\$87,720
2	Civic Center Fountain Maintenance. (Please include daily, weekly, and monthly tasks in this line item.)	12	Month	\$358	\$4,296
3	Plaza Park Splash Pad Maintenance Quarterly Tasks.	4	Quarter	\$6,150	\$24,600
4	Civic Center Fountain Maintenance Quarterly Tasks.	4	Quater	\$438	\$5,250
5	Hourly Repair Rate for On Call Service.	1	Hourly	\$165	\$165
6	Overtime Hourly Repair Rate for On Call Service.	1	Hourly	\$247.50	\$247.50
5	Required Reporting for all Tasks.	52	Week	Included	Included
<b>TOTAL</b>					<b>\$121,866</b>



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 5.

ITEM NO: 5

DATE: May 5, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Authorize the Town Manager to Execute the Second Amendment to the Agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to Reflect the Updated FY 2026-27 Augmentation Rate of \$155,127**

RECOMMENDATION: Authorize the Town Manager to execute the second amendment to the agreement with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program to reflect the updated Fiscal Year (FY) 2026-27 augmentation rate of \$155,127.

FISCAL IMPACT:

The Proposed FY 2026-27 Operating Budget Environmental Services Program includes sufficient revenue budget of \$155,127 (1115302-42522) and associated expenditures of the same amount (1115302-63121).

The subject fees are a pass through from the Town’s waste hauler to the County and are updated annually based on program costs, disposal rates, and participation levels. The County has determined that the Town’s FY 2026-27 augmentation rate will increase to \$155,127 to reflect updated cost assumptions and anticipated program demand. The Agreement (Attachment 2) requires participating jurisdictions to fund a minimum service level of four percent of households annually, with additional costs based on actual usage. The proposed amendment incorporates the updated augmentation amount to ensure continued program availability and compliance with State solid waste regulations. As the Town acts solely as a pass-through entity, this adjustment does not increase net General Fund cost but ensures uninterrupted access to Household Hazardous Waste services for residents.

PREPARED BY: Shirley Ng  
Environmental Program Specialist

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

PAGE 2 OF 3

SUBJECT: Second Amendment with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program

DATE: May 5, 2026

STRATEGIC PRIORITY:

This item aligns with the Strategic Priority related to promoting sustainable practices and the Core Goals of Good Governance and Community Character.

BACKGROUND:

On May 7, 2024, the Town Council approved an agreement (Attachment 2) with the County of Santa Clara to manage the Countywide Household Hazardous Waste (HHW) Collection Program for the Town for FY 2024-25 through FY 2026-27.

Responsible management of solid waste, including Hazardous Household Waste (HHW) is a requirement under Assembly Bill (AB) 939 and the California Integrated Waste Management Act. The County HHW collection program funds safe and appropriate disposal or re-purposing of household products that require special handling. Additionally, the Countywide HHW Agreement is designed to reduce and eventually eliminate the residential hazardous waste that is still sent to landfills countywide and to capture some of the hazardous waste that might otherwise be illegally dumped.

The County runs the program, and the Town participates through the Agreement for Countywide Household Hazardous Waste Collection Program (Attachment 2). The County HHW Program includes two permanent drop-off facilities for HHW, as well as temporary events at various locations in the County periodically throughout the year. Los Gatos residents use this drop-off service for the responsible disposal of unwanted HHW materials.

The Town's solid waste hauler collects fees through customer monthly billing, then pays the fees to the Town of Los Gatos as a member of the joint powers authority through which the hauler is contracted. The Town then participates as a pass-through agent and pays the fees in full to the County. The agreement discussed in this staff report is the agreement between the County and the Town to facilitate the last step of the pass-through agent's responsibility to pay the fees collected to the County.

DISCUSSION:

Associated fees collected by the solid waste hauler are updated annually through collaboration with the hauler, JPA member agencies, and the County. As a result, the updated rates are passed on to residents, and the annual pass-through funding amount, known as the augmentation rate, owed by each city/town is also revised. The Town's updated augmentation for FY 2026-27 is \$155,127, and this increase is reflected in the proposed amendment to the County HHW program agreement.

PAGE 3 OF 3

SUBJECT: Second Amendment with the County of Santa Clara for the Countywide Household Hazardous Waste Collection Program

DATE: May 5, 2026

CONCLUSION:

If authorized, these actions will update the agreements and resources needed for Los Gatos residents to participate in the County's HHW program. This program is critical to the Town's compliance with the State of California's Solid Waste laws.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection Program
2. First Amendment and Original Agreement for Countywide Hazardous Household Waste Collection Program

## SECOND AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 28, 2024, and as subsequently amended, is hereby further amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 3. FIXED PROGRAM COST is amended in full to read:

### 3. FIXED PROGRAM COST

Estimated HHW Fixed Program Costs are projected in Attachment B-1, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$5.07 per household for Fiscal Years 2025 and 2026. Fixed Program Cost will not exceed \$5.19 per household for Fiscal Year 2027. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

2. Section 6. VARIABLE COST PER CAR is amended in full to read:

### 6. VARIABLE COST PER CAR

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$66.02 per participating resident car for Fiscal Years 2025 and 2026. The Variable Cost Per Car is estimated to be approximately \$86.73 per participating resident car for Fiscal Year 2027. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

3. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$94,219 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$117,136 to the Countywide HHW Program during Fiscal Year 2026 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$ 155,127 to the Countywide HHW Program during Fiscal Year 2027 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-2, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30<sup>th</sup> of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30<sup>th</sup>. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

- 4. Attachment C-2 "HHW Schedule Of Collection Events for Fiscal Year 2026/2027" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this Second Amendment to the AGREEMENT on the last date shown below:

COUNTY OF SANTA CLARA

TOWN OF LOS GATOS

Signature:

Signature:

\_\_\_\_\_  
James R. Williams  
County Executive

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Willie Nguyen  
Deputy County Counsel

Date: \_\_\_\_\_

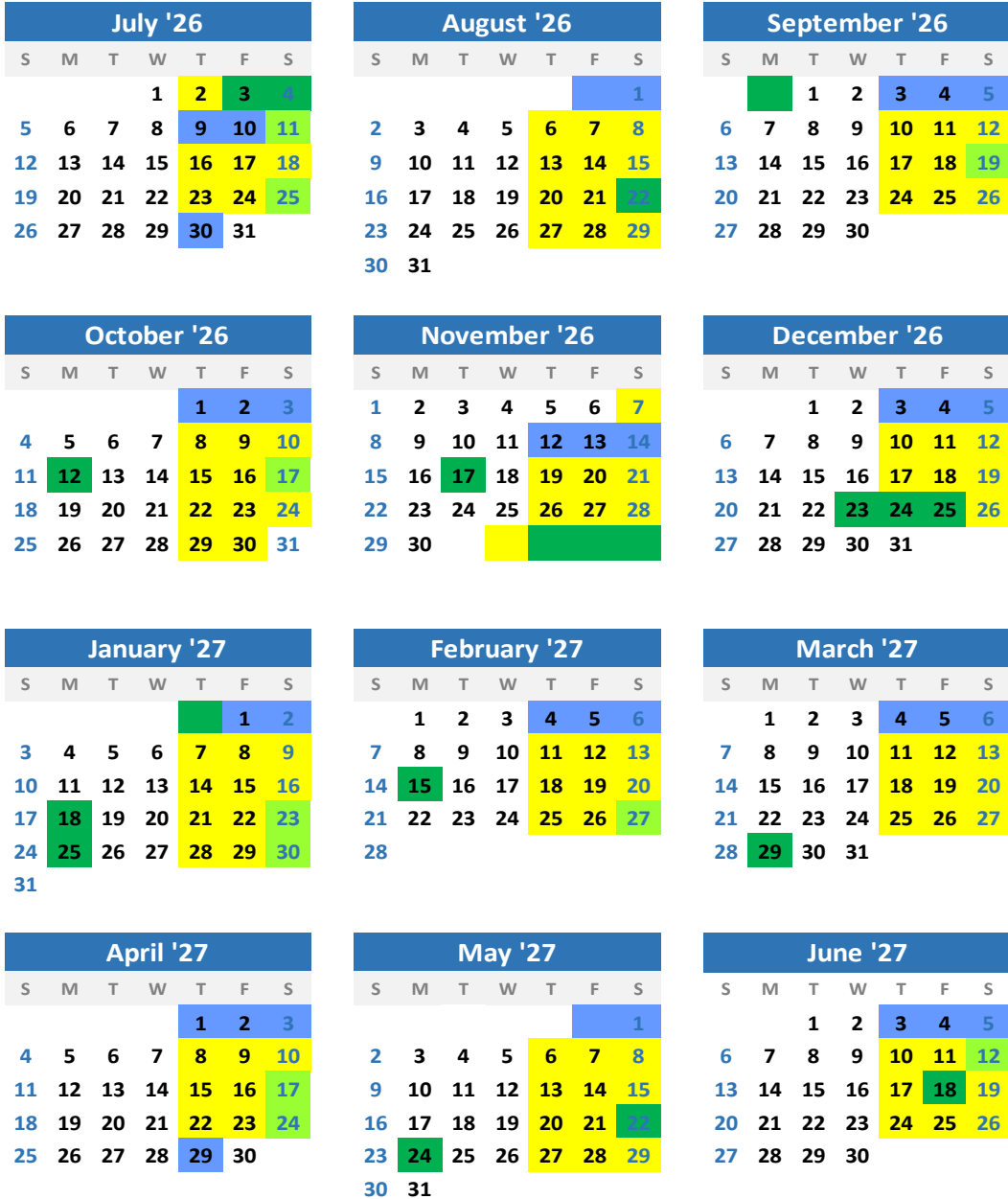
**ATTACHMENT B-1: ESTIMATED HHW PROGRAM FIXED COSTS FOR FISCAL YEAR 2026/2027**

<b>FIXED COST</b>		
Staff Salary and Benefits		\$ 1,926,605
County Admin Overhead		\$780,328
County Counsel		\$17,745
Phones and Communications		\$13,787
Facilities Lease Costs	San Jose	\$215,880
Vehicle Costs		\$104,363
Office Supplies and postage		\$4,430
Maintenance, Software		\$150,150
HHW Hotline		\$150,000
Garbage & Utilities		\$47,434
Membership & Dues		\$20,475
Training & Conference		\$6,825
Safety Wear		\$28,392
Printing		\$11,632
Other Services & Supplies		\$53,127
<b>ESTIMATED ANNUAL TOTAL</b>		<b>\$ 3,531,171.72</b>

**ATTACHMENT C-2: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2026/2027\***

# 2026-2027

## HHW Schedule of Collection Events for Fiscal Year 2026/2027



**\*Schedule subject to change\***

KEY:

	Las Plumas Permanent	102	
	LP & SM Permanent	34	136 Total Permanent Events
	Temporary Event	10	146 Total Events
	Holiday	11	

## FIRST AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

The Agreement for Countywide Household Hazardous Waste Collection Program (AGREEMENT) by and between the Town of Los Gatos (CITY) and the County of Santa Clara (COUNTY) previously entered into on June 28, 2024, is hereby amended as set forth below.

The COUNTY and the CITY agree that:

1. Section 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT is amended in full to read:

### 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$94,219 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to augment up to an additional \$ 117,136.00 to the Countywide HHW Program during Fiscal Year 2026 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C-1, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding

portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30<sup>th</sup> of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30<sup>th</sup>. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

2. Section 17. INFORMATION AND APPOINTMENT LINE is amended in full to read:

#### 17. INFORMATION AND APPOINTMENT LINE

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 8:30 a.m. to 4:30 p.m, except for COUNTY-recognized holidays. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

3. Attachment C-1 "HHW Schedule Of Collection Events for Fiscal Year 2025/2026" attached hereto and incorporated herein by this reference is hereby added to the AGREEMENT.

Except as provided herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY, through their duly authorized representatives, have entered into this First Amendment to the AGREEMENT on the last date shown below:

ITEM NO. 5.

COUNTY OF SANTA CLARA

TOWN OF LOS GATOS

Signature:

Signature:

\_\_\_\_\_  
James R. Williams  
County Executive

Signed by:  
*Chris Constantin*

\_\_\_\_\_  
Name: Chris Constantin

Title: ~~Town Manager~~\_\_\_\_\_

Date: \_\_\_\_\_

Date: 6/25/2025  
\_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
Willie Nguyen  
Deputy County Counsel

Date: \_\_\_\_\_

**ATTACHMENT C-1: HHW SCHEDULE OF COLLECTION EVENTS FOR FISCAL YEAR 2025/2026\***

# 2025-2026

**HHW Schedule of Collection Events for Fiscal Year 2025/2026**



**\*Schedule subject to change\***

KEY:

	Las Plumas Permanent	155	
	LP & SM Permanent	38	193 Total Permanent Events
	Temporary Event	11	204 Total Events
	Holiday	7	

**AGREEMENT FOR COUNTYWIDE  
HOUSEHOLD HAZARDOUS WASTE  
COLLECTION PROGRAM**

This Agreement for Countywide Household Hazardous Waste Collection Program (“AGREEMENT”) is made by and between the Town of Los Gatos (“CITY”) and the County of Santa Clara (“COUNTY”) on the 28<sup>th</sup> day of June 2024.

**RECITALS**

**WHEREAS**, the Board of Supervisors of the County of Santa Clara (“Board of Supervisors”) has approved a Countywide Household Hazardous Waste Collection Program whereby residents of the unincorporated areas of the Santa Clara County and cities and towns within Santa Clara County participating in the Countywide program will have an opportunity to safely dispose of household hazardous wastes (HHW), regardless of the specific location at which the collection has been scheduled; and

**WHEREAS**, CITY desires to provide residents with convenient opportunities to safely dispose of their HHW in order to encourage the proper disposal of toxic products, and avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground, in a manner which creates a health and/or environmental hazard; and

**WHEREAS**, CITY desires to provide a safe, convenient, and economical means for residents to dispose of HHW. These wastes include, but are not limited to, common household products such as household cleaning products, furniture polish, solvents, oven cleaner, pesticides, oil-based paints, motor oil, antifreeze, car batteries, mercury thermostats, fluorescent lamps, household batteries, and electronic waste; and

**WHEREAS**, CITY desires to schedule Household Hazardous Waste Collection Events (Events) for residents for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027); and

**WHEREAS**, CITY desires to provide household hazardous waste collection services to a minimum of 4% of the households per fiscal year in its jurisdiction; and

**WHEREAS**, CITY desires to participate in the Countywide Household Hazardous Waste Collection Program to meet these objectives; and

**WHEREAS**, pursuant to Public Resources Code Section 41901, the Board of Supervisors has approved the collection of a \$4.10 per ton Countywide AB939 Implementation fee, including a \$2.60 per ton Household Hazardous Waste Fee (AB939 HHW Fee), for FY 2025 through FY 2027 (July 1, 2024 – June 30, 2027) on all wastes landfilled or incinerated within Santa Clara County, received at any non-disposal or collection facility located within Santa Clara County and subsequently transported for disposal or incineration outside of Santa Clara County, collected from any location within the County by a solid waste hauler operating pursuant to a franchise, contract, license, or permit issued by any local jurisdiction and subsequently

transported for disposal or incineration outside of Santa Clara County, or removed from any location in Santa Clara County by any person or business for disposal or incineration outside the county; and

**WHEREAS**, the AB939 HHW Fee is allocated to the Countywide Household Hazardous Waste Program and participating jurisdictions to fund HHW program costs in accordance with the terms of the Countywide AB939 Implementation Fee Agreement; and

**WHEREAS**, CITY desires for COUNTY to utilize CITY's share of the AB939 HHW Fee to provide HHW services for CITY residents.

**NOW THEREFORE**, CITY and COUNTY AGREE AS FOLLOWS:

**1. PURPOSE**

The purpose of this AGREEMENT is to state the terms and conditions under which CITY will participate in the Countywide Household Hazardous Waste Collection Program (CoHHW Program) available to its residents. Participating jurisdictions are those jurisdictions that enter into this AGREEMENT with the County.

**2. PROGRAM FUNDING SOURCE**

HHW Program services are mandated by State law, Public Resources Code Section 41500 *et seq.* State law authorizes cities and counties to impose fees in amounts sufficient to support planning and implementation of integrated waste management programs, including HHW elements. The AB939 HHW Fee, of \$2.60 per ton, imposed by COUNTY as part of the AB939 Implementation Fee and collected and distributed in accordance with the Agreement for Countywide AB939 Implementation Fee will be the primary source of funding for CoHHW Program services. CITY agrees that COUNTY may utilize CITY's share of the AB939 HHW fee to provide HHW Program services in accordance with the terms and conditions of this AGREEMENT.

Funds derived from the AB939 HHW Fee will be allocated among five types of CoHHW Program service costs as follows:

- A. Fixed Program Costs will be apportioned based on the number of households in each participating jurisdiction. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- B. San José Facility Use Surcharge will be apportioned based on CITY residents' participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José, CA 95133.

- C. Variable Cost Per Car is the cost associated with labor, waste disposal, transportation, and other services provided to residents at the County HHW Collection Facilities and at temporary HHW collection events. The Variable Cost Per Car is based on the estimated cost of providing a base level service to 4% of households in all participating jurisdictions. The number of households will be determined at the beginning of each Fiscal Year by statistics compiled by the California Department of Finance, Demographic Research Unit from their most recent Report, "Population Estimates for California Cities and Counties."
- D. Available Discretionary Funding is allocated based on tonnage generated per participating jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation.
- E. Abandoned Waste Disposal Costs will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations as defined in Section 41904 of California Public Resources Code.

The projected AB939 HHW Fee Allocation by jurisdiction is set out in Attachment A, attached hereto and incorporated herein.

### **3. FIXED PROGRAM COST**

Estimated HHW Fixed Program Costs are projected in Attachment B, attached hereto and incorporated herein. Fixed Program Costs are allocated to CITY at the conclusion of each fiscal year based on CITY's proportional share of the County population and will not exceed \$5.07 per household for Fiscal Years 2025, 2026, and 2027. Fixed Program Costs may include, but are not limited to, up to eleven (11) County HHW Program staff members, facility lease costs, vehicle lease costs, office rent, office supplies, county administrative overhead, county legal counsel, training costs, equipment and facility maintenance and union negotiated salary and benefit changes.

### **4. ABANDONED WASTE DISPOSAL COST**

The Abandoned Waste Disposal Cost will fund disposal of HHW illegally abandoned at Nonprofit Charitable Reuser organizations. The Abandoned Waste Disposal Cost is based on the cost to the County to dispose of abandoned waste allocated among participating jurisdictions based on their proportional share of the County population and shall not exceed \$0.05 per household. Projected Abandoned Waste Disposal Costs to the CITY based on a charge of \$0.05 per household are set forth in Attachment A, attached hereto and incorporated herein.

For the purposes of this Agreement, "Nonprofit Charitable Reuser Organization" is defined in accordance with Section 41904 of California Public Resources Code as follows: a charitable organization, as defined in Section 501(c)(3) of the federal Internal Revenue Code, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than 50 percent of its revenues from the handling and sale of those donated goods or materials.

## **5. SAN JOSÉ FACILITY USE SURCHARGE**

The total San José Facility Use Surcharge for CITY will be based on CITY residents' proportional participation at the County Household Hazardous Waste Collection Facility located at 1608 Las Plumas Avenue, San José. Estimated San José Facility Use Surcharges are projected in Attachment A, attached hereto and incorporated herein. The San José Facility Use Surcharge will vary depending on facility usage but will not exceed \$8.09 per car for Fiscal Years 2025, 2026, and 2027.

## **6. VARIABLE COST PER CAR**

The Variable Cost Per Car is the cost associated with actual labor, waste disposal, transportation and other services provided to the residents at the County Household Hazardous Waste Collection Facilities (CoHHWCF) and at Temporary Events. The Variable Cost Per Car is estimated to be approximately \$66.02 per participating resident car for Fiscal Years 2025, 2026 and 2027. The estimated cost per car will be adjusted to reflect actual service costs. After Fixed Program Costs and San José Facility Use Surcharge are allocated on a per household basis, the Variable Cost Per Car will be used to calculate the costs to service 4% of households across all participating jurisdictions. If the level of 4% of households is not reached in the CITY, the CoHHW Program may use the remaining balance of funds, in cooperation with the CITY, to increase public outreach and/or provide additional services in that jurisdiction the following year.

## **7. AVAILABLE DISCRETIONARY FUNDING**

The Available Discretionary Funding portion of the AB939 HHW Fee will be allocated based on the tons of waste generated within each jurisdiction, and after allocation of Fixed Program Costs, San José Facility Use Surcharge, and Variable Cost Per Car allocation. Available Discretionary Funds must be used for HHW purposes. Options for how to spend these funds include, but are not limited to, increasing the number of residents served in that jurisdiction by the CoHHW Program, subsidizing curbside used motor oil collection, electronic waste (e-waste) collection, universal waste collection, emergency HHW services, funding HHW public education, the support of capital infrastructure projects to accommodate HHW drop-off and collection events, or providing special programs such as retail collection of certain waste and/or door-to-door collection of HHW for the elderly and/or persons with disabilities and neighborhood clean-up events. COUNTY has discretion to determine appropriate uses of Available Discretionary Funding in accordance with the terms and conditions in this Agreement, and to apply the funding toward those uses.

## **8. ADMINISTRATION AND PAYMENT OF THE AB939 HHW FEE**

The County of Santa Clara Recycling and Waste Reduction Division will administer the AB939 HHW Fee, as part of the existing online disposal reporting and payment system. Administration and payment will be made in accordance with the Agreement for Countywide AB939 Implementation Agreement. Notwithstanding the foregoing, the COUNTY shall maintain records of the amount, use, and distribution of Fixed Program Cost expenditures for at least five (5) years after the termination date of this Agreement, unless otherwise required by law

to retain such records for a longer period. CITY may request in writing a review by COUNTY of the Fixed Program Cost records. The review shall be performed within 30 days of request and results shall be reported to participating cities in writing.

## **9. PROGRAM PUBLICITY**

The CoHHW Program shall produce and make available to the public an HHW brochure for distribution. The brochure will be made available at various events, including but not limited to, environmental events and community fairs. The brochure may also be distributed, upon request, to cities within Santa Clara County and to Santa Clara County residents and businesses. The CITY shall be responsible for developing and coordinating citywide awareness of the HHW Program. The CoHHW Program shall be responsible for Countywide public education for used oil recycling. CoHHW Program public awareness responsibilities shall include, but not be limited to, the following activities:

- Serving as the formal contact to the local media such as local newspapers and television news stations;
- Providing participating jurisdictions with educational materials developed for the CoHHW Program;
- Promoting oil and oil filter recycling by developing, purchasing, and distributing educational materials, media relations materials, basic art work and camera ready advertising materials for distribution countywide and for use by jurisdictions;
- Representing the program through educational presentations at schools and businesses and attendance at community events such as local fairs and festivals; and
- Providing participating jurisdictions opportunities to review and comment on the development of countywide outreach materials.

CITY's public awareness responsibilities, at the sole discretion of the CITY, shall include, but not be limited to, the following activities:

- Providing a copy of HHW promotional materials to the CoHHW Program for review for accuracy and completeness, prior to publication;
- Developing and distributing HHW promotion communications to residents for local and CITY newsletters, newspapers and to the electronic media;
- Providing the CoHHW Program with a copy of HHW promotion materials produced by the CITY;
- Conducting and supporting outreach and publicity to attain the goal of 4% of households in the CITY participating in the CoHHW Program; and
- Providing the CoHHW Program a report summarizing all outreach activities conducted by the CITY during the fiscal year. The report is due 30 days after the end of the reporting period.

## **10. TEMPORARY HHW EVENTS**

COUNTY shall conduct Temporary HHW Events at various sites located in Santa Clara County. COUNTY shall obtain all necessary permits and licenses required for the Temporary

HHW Events and shall provide or contract for the services of properly trained, qualified personnel and hazardous waste haulers, and shall provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at the Temporary HHW Events.

When COUNTY conducts a Temporary HHW Event in CITY's jurisdiction, CITY agrees to provide solid waste and recycling services at such event at no cost to the CoHHW Program to ensure the proper management of non-hazardous waste generated at the event. Any additional expenses for such event incurred beyond the agreed-upon budget shall be subject to negotiation and mutual agreement between the COUNTY and the CITY.

To increase the Community's awareness of and participation in any Temporary HHW Event in CITY's jurisdiction, the CITY agrees to promote, at the CITY's sole expense, each such event to the residents at least thirty (30) days in advance before the scheduled date. The promotion may include, but is not limited to, bill inserts, door hangers, flyers, in-person outreach events, newsletters, press releases, public service announcements, social media, television public access stations, websites, etc.

## **11. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES**

COUNTY shall conduct collection operations at two County Household Hazardous Waste Collection Facilities (CoHHWCF).

The CoHHWCF are located at:

- ◆ *San Martin, 13055 Murphy Avenue, San Martin, CA 95046*
- ◆ *San José, 1608 Las Plumas, San José, CA 95133*

The COUNTY shall obtain all necessary permits and licenses required for the CoHHWCF and shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected.

## **12. RECYCLING AND DISPOSAL PROGRAM FOR VERY SMALL QUANTITY GENERATORS**

COUNTY will provide services to accept hazardous waste from Very Small Quantity Generators (VSQG) in accordance with Section 25218.3 of California Health and Safety Code, as amended from time to time. VSQG is defined in Section 25218.1(q) of California Health and Safety Code.

Eligible VSQGs include, but not limited to, small businesses, governmental entities, non-profit organizations, schools, special districts, etc. within the County so long as they meet the criteria as defined in Section 25218.1(q) of California Health and Safety Code. Eligible VSQGs will be allowed to bring their hazardous waste to CoHHWCF. These services to VSQGs located within the CITY will be provided on a cost recovery basis, which will include program administration,

on-site collection, transportation, and disposal costs. COUNTY will assume responsibility for fee collection from participating VSQG.

The CITY may choose to pay for services for VSQG's within the CITY and will notify the COUNTY in writing with 30-day advance notice in order to exercise this option. If the CITY exercises this option, the COUNTY will invoice the CITY for all costs associated with VSQG's within the CITY. If CITY has available Discretionary Funding, COUNTY may use this funding to pay for VSQG costs.

### **13. ABANDONED HOUSEHOLD HAZARDOUS WASTE**

The CoHHW Program will allow for the disposal of abandoned HHW by government agencies and qualified nonprofit charitable reusers. Abandoned HHW means HHW left at a property by an unknown party. Abandoned household hazardous waste does not include waste generated by a known organization or agency in the course of normal business operations such as, but not limited to, the assembly or manufacture of products from new or used materials or the provision of charitable services such as classroom education, meal preparation, and shelter, or the provision of services for a fee.

#### **A) GOVERNMENT AGENCIES**

Government agencies shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs.

#### **B) NONPROFIT CHARITABLE REUSER**

In order to qualify as a Nonprofit Charitable Reuser, the business must submit to the County Executive a request to be so designated. The County Executive shall review the request and supporting documentation and shall make a final decision on the designation. COUNTY will accept abandoned HHW from Nonprofit Charitable Reusers and will waive disposal fees on the cost of disposal of the abandoned HHW in an annual amount not to exceed funds available from the existing unexpended abandoned waste fund. Funding for disposal available to Nonprofit Charitable Reuser shall be on a first come first serve basis. Once the available fund to pay for the disposal of the abandoned HHW from Nonprofit Charitable Reusers is exhausted, disposal fees shall no longer be waived, and Nonprofit Charitable Reusers shall be charged for disposal of abandoned HHW according to the CoHHW Program's rates for VSQGs. No additional costs shall be applied to the budget of the CITY or any other participating jurisdiction.

### **14. HOUSEHOLD HAZARDOUS WASTES ACCEPTED**

HHW accepted by the CoHHW Program shall be limited to those materials that qualify as "Household Hazardous Waste" pursuant to Section 25218.1(d) of California Health and Safety Code, as amended from time to time. These materials include, but are not limited to, automotive fluids, automotive and other types of batteries, latex and oil paint, oil filters, garden chemicals,

household cleaners, pool chemicals, mercury thermostats, fluorescent lamps containing mercury, household batteries, electronic waste (e-waste), and other common hazardous consumer products.

## 15. WASTES NOT ACCEPTED

Certain hazardous wastes shall not be accepted for collection and disposal. These include, but are not limited to, compressed gas cylinders larger than 5 gallons, radioactive materials, biohazardous waste, and explosives. Other wastes not accepted by the CoHHW Program are wastes generated as part of operating a business, including a home operated business, except that waste from VSQGs as provided for in Section 12 of this Agreement shall be accepted.

## 16. ADDITIONAL SERVICES UNDER THIS AGREEMENT

CITY must augment funding provided under this Agreement to cover the cost of a minimum participation level of 4% of CITY households; CITY may also elect to augment funding to provide additional services to increase CITY participation beyond the 4% minimum participation level. Additional services shall be made available upon written agreement between the CITY's authorized representative and the County Executive Officer or designee. Additional services may include, but are not limited to, additional appointments (charged at the Variable Cost Per Car rate), door-to-door HHW collection, used oil filter collection, universal waste collection, electronic waste collection, and abandoned waste collection.

CITY agrees to augment up to an additional \$ 94,219.00 to the Countywide HHW Program during Fiscal Year 2025 for the purpose of attaining or increasing CITY household participation above the 4% minimum participation level at the scheduled collection dates listed in Attachment C, attached hereto and incorporated herein. Augmentation will be calculated, where applicable, at the Variable Cost Per Car rate. Other services will be charged based on a cost recovery basis. CITY authorizes the COUNTY to use CITY'S Available Discretionary Funding portion of the AB939 HHW Fee, if available, to offset the above agreed additional augmentation amount.

CITY agrees to make an interim payment to COUNTY amounting to 50 percent of the augmentation amount stated above for each fiscal year. This interim payment shall be made no later than September 30<sup>th</sup> of each fiscal year. The remaining balance of any outstanding cost shall be reconciled and paid or refunded in accordance with the terms outlined in the annual cost statement.

At the end of each fiscal year, a final annual cost statement shall be prepared by COUNTY and issued to CITY by November 30<sup>th</sup>. The annual cost statement will take into consideration costs incurred on behalf of CITY for additional services and all payments made by CITY to COUNTY. If any balance is owed to COUNTY, it will be due within 30 days following receipt of the annual cost statement. If any credit is owed to CITY, COUNTY will refund that amount to CITY within 30 days following delivery of the annual cost statement.

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## **17. INFORMATION AND APPOINTMENT LINE**

COUNTY will operate a telephone information and appointment desk Monday through Friday, from the hours of 9:00 a.m. to 5:00 p.m, except for COUNTY-recognized holidays. The information service will register residents for the Temporary HHW Events and the collections at CoHHWCF. The information service will provide information about hazardous household materials. CITY will be notified immediately if resident participation approaches a level of service that may not be supported by available funding.

## **18. SCHEDULING AND SITE SELECTION**

COUNTY shall work with CITY to determine the date(s) of Temporary Events and collections at the CoHHWCF. CITY shall coordinate with COUNTY in locating and securing sites for Temporary HHW Events. It is recognized that some participating jurisdictions in the CoHHW Program may not have appropriate sites available. A proposed HHW schedule for Fiscal Year 2025 of Temporary Events and collections at CoHHWCF is included as Attachment C. COUNTY will schedule an adequate number of collection days to serve the 4% level of service. The COUNTY determines the adequate number of collection days by tracking attendance at each event.

## **19. OUTSIDE FUNDING**

During the term of this Agreement, COUNTY may seek outside funding sources for services that would supplement existing HHW services such as permanent collection sites, equipment, retail take-back collection and operational funding. If outside funding is obtained, the CoHHW Program will, at COUNTY's discretion, proceed with development of additional programs using that outside funding without drawing on CITY's funding provided under this Agreement.

## **20. REGIONAL GRANT AND OIL PAYMENT PROGRAM PARTICIPATION**

The CITY authorizes the CoHHW Program to apply for lead agency grants, including but not limited to Used Oil Payment Program grants, from the California Department of Resources Recycling and Recovery (CalRecycle), on behalf of participating jurisdictions. The CoHHW Program will act on behalf of all participating jurisdictions, as the lead applicant and administrator. The CoHHW Program will oversee how the moneys are used and work in cooperation with CITY as to how the funds will be spent. Nothing in this section shall preclude the COUNTY or a participating jurisdiction from applying for grant funds in any case where the CoHHW Program does not apply for the grant opportunity.

## **21. EMERGENCY SERVICES**

Participating jurisdictions, at their option, may desire to provide residents with convenient emergency opportunities to safely dispose of their HHW in the event of a disaster. The purpose of this emergency planning for HHW is to minimize potential public health and safety impacts, as well as to minimize costs and confusion. Attachment D sets out CITY and

COUNTY responsibilities for the collection of household hazardous wastes in response to an emergency. CITY shall make good faith efforts to provide the public with information related to the problems associated with HHW. Upon the decision to hold an emergency collection event, it is CITY's responsibility to make a good faith effort to prepare and disseminate the necessary outreach to notify the public of an emergency collection event. An emergency collection event shall be initiated by a written request from CITY to COUNTY. Emergency collection events can be scheduled in as little as ten (10) working days of CITY's written request or at an agreed upon date thereafter. The emergency collection plan is set out in Attachment D, Household Hazardous Waste Emergency Collection Plan.

COUNTY agrees to conduct the Emergency Collection Event at a mutually agreeable site and time. The COUNTY will obtain the necessary permit from California Department of Toxic Substances Control and will handle wastes in accordance with applicable state laws and regulations. COUNTY will bill CITY for all Emergency Collection Events on a cost recovery basis, and all payments shall be due COUNTY within 30 days following the receipt of the invoice.

## **22. PRIVATE SPONSORED EVENTS**

COUNTY may also secure funding from corporations or agencies to conduct HHW Collection Events for corporate employees and residents of participating jurisdictions and to pay for special programs such as Universal Waste collection at retail locations. The transportation, treatment, and disposal liability for nonresident employee participation in these events shall be shared by all participating jurisdictions, including the CITY, and the COUNTY, as described in Section 26 of this Agreement. Summary information concerning these corporate sponsored events, if any, will be included in the CoHHW Program's annual report to the participating jurisdictions.

## **23. INSURANCE REQUIREMENTS**

Contractors who provide hazardous waste transportation, treatment, or disposal services shall have the required insurance as outlined in Attachment E, Exhibit E Insurance Requirements for Environmental Services Contract. Other contractors shall have insurance in amounts to be determined by COUNTY Insurance Manager, after consultation with CITY. COUNTY shall obtain insurance certificates from each of the contractors prior to the contractor providing service to the program naming the COUNTY as an additional insured.

## **24. WASTE TRACKING AND REPORTING**

COUNTY will provide a mid-year report to CITY regarding participation rates from each participating jurisdiction by March 15 of each year. Mid-year and year end reports will outline the types and quantities of waste collected, the amount of waste diverted for reuse or recycling and the waste management method for each waste stream and associated costs for services. COUNTY will prepare a report summarizing program activities which will be delivered to the participating jurisdictions no later than six months after the end of COUNTY's fiscal year.

It will be assumed for cost and reporting purposes that each participating jurisdiction is contributing to the waste stream in proportion to the number of its residents who directly participate.

COUNTY shall take steps to assure that the bi-annual statements to jurisdictions reflect the funds necessary to cover costs for CITY participation in services scheduled during the next quarter.

## **25. PARTICIPATION REPORTING**

COUNTY shall employ means necessary to verify the place of residence of all participants in the CoHHW Program.

## **26. HOLD HARMLESS AND INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between CITY and COUNTY pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COUNTY and CITY agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other parties under this Agreement.

Additionally, CITY shall indemnify COUNTY for CITY's apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of the household hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. Apportionment for disposal liability shall be determined by each participating jurisdiction's pro rata proportion of household participation in the Program. Apportionment for transportation and treatment liability shall be determined by each participating jurisdiction's pro rata household participation at the event where the waste was generated. COUNTY will use reasonable efforts to obtain recovery from all available resources, including insurance, of any liable hauler or liable disposal facility operator. No liability shall be apportioned to CITY for transportation, treatment or disposal in any case where COUNTY has contracted for such services and has failed to require the contractor to maintain the insurance requirements set forth in Section 23 above.

CITY shall further indemnify COUNTY for CITY's apportioned share of liability incurred and attributed to the Countywide HHW Program for the transportation, treatment or disposal of household hazardous waste at corporate sponsored events where non-county resident

employees of the corporate sponsor are authorized to participate in the event. Liability for the nonresident portion of the disposal of waste shall be shared by the participating jurisdictions and the COUNTY as described above. The nonresident portion shall be determined by calculating the percentage of nonresidents participating in the event. This percentage will then be subtracted from the total liability for the household hazardous waste prior to assessing CITY's apportioned share of any liability for the household hazardous waste.

COUNTY shall require VSQGs and Nonprofit Charitable Reusers to indemnify COUNTY, at minimum, for their apportioned share of any liability incurred and attributed to the Countywide HHW Program for the transportation, treatment, or disposal of their hazardous waste, once the waste has been accepted by a licensed hazardous waste hauler. The VSQG and Nonprofit Charitable Reuser portion of the waste shall be determined by calculating the percentage, by weight, of the total household hazardous waste accepted by the CoHHW Program. This percentage will be used to calculate the portion of liability attributed to VSQGs and Nonprofit Charitable Reusers and will be subtracted from the total liability prior to assessing CITY's apportioned share of any liability for household hazardous waste.

## **27. TERMINATION**

This Agreement may be terminated by either the COUNTY or CITY upon thirty (30) days written notice given by the terminating party.

## **28. TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2024 to June 30, 2027, or until all revenue from the last quarter's AB939 fee payments have expended and/or distributed, whichever is later.

## **29. INDEPENDENT CONTRACTOR**

Each party shall perform responsibilities and activities described herein as an independent contractor and not as an officer, agent, servant or employee of any of the parties hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

## **30. EXECUTION BY COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which shall together constitute one and the same instrument.

## **31. CONTROLLING LAW**

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

**32. ENTIRE AGREEMENT**

This document embodies the entire Agreement between the parties with respect to the subject matter hereof. No modification of this Agreement shall be effective unless and until modification is evidenced by writing signed by all parties or their assigned designates.

**33. NOTICES**

All notices and communications herein required shall be in writing to the other party as follows, unless expressly changed in writing:

CITY of <u>Los Gatos</u>	City Representative <u>Dan Keller</u> Representative's Title <u>Facilities and Environmental</u> Services Manager City Address <u>41 Miles Avenue</u> <u>Los Gatos, CA 95030</u>
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County of Santa Clara	Director Consumer and Environmental Protection Agency 1553 Berger Drive San José, California 95112
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**34. CONTRACT EXECUTION**

Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

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**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM on the dates as stated below:

Date: 6/28/2024

COUNTY OF SANTA CLARA

DocuSigned by:  
James R. Williams  
74FCE0CB79FA478...  
JAMES R. WILLIAMS  
County Executive

Date: 5/22/2024

“CITY”

DocuSigned by:  
Laurel Prevetti  
853FEEA2EB39470...  
CITY/TOWN OF Los Gatos  
Title Town Manager  
A municipal corporation

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
Willie Nguyen  
A1756187CF04415...  
WILLIE NGUYEN  
Deputy County Counsel

APPROVED AS TO FORM:

DocuSigned by:  
Gabrielle Whelan 5/21/2024  
EFD0738A5534428...  
Gabrielle Whelan, Town Attorney

ATTEST:

DocuSigned by:  
Wendy Wood 5/22/2024  
BF6EBCBE2C214F8...  
Wendy Wood, CMC, Town Clerk

Attachments:

- A Projected Fiscal Years 2025, 2026, and 2027 AB939 HHW Fee Funding Allocation by Jurisdiction
- B Estimated HHW Program Fixed Costs for Fiscal Years 2025, 2026, and 2027
- C HHW Schedule of Collection Events for Fiscal Year 2025
- D Household Hazardous Waste Emergency Collection Plan
- E Exhibit-E Insurance Requirements for Environmental Services Contracts

**ATTACHMENT A: PROJECTED FISCAL YEARS 2025-2027 ANNUAL HHW FEE FUNDING ALLOCATION BY JURISDICTION**

Cities	No of Households	4% of Households	Disposal Tonnage	AB939 HHW Fee per Ton \$2.60	Fixed Cost per HH \$5.07	SJ Facility Surcharge \$8.08	Variable Cost per Car \$66.02	Abandoned Waste Disposal Cost per HH \$0.05	Discretionary Fund	Estimated Augmentation	Anticipated Participation	Anticipated Participation at SJ Facility
Campbell	18,451	738	37,162	\$ 96,620	\$ 93,494	\$ 5,971	\$ 48,725	\$ 923	\$ (52,493)	\$ 80,093	1,156	1,056
Cupertino	21,787	871	29,930	\$ 77,819	\$ 110,398	\$ 7,050	\$ 57,536	\$ 1,089	\$ (98,254)	\$ 133,081	1,399	936
Gilroy	18,784	751	60,599	\$ 157,558	\$ 95,181	\$ 6,079	\$ 49,605	\$ 939	\$ 5,754	\$ 27,110	1,162	154
Los Altos	11,871	475	16,597	\$ 43,153	\$ 60,152	\$ 3,842	\$ 31,349	\$ 594	\$ (52,784)	\$ 96,037	1,130	784
Los Altos Hills	3,151	126	5,589	\$ 14,631	\$ 15,967	\$ 1,020	\$ 8,321	\$ 158	\$ (10,934)	\$ 22,221	297	174
Los Gatos	14,006	560	23,770	\$ 61,802	\$ 70,970	\$ 4,532	\$ 36,987	\$ 700	\$ (51,388)	\$ 94,219	1,209	1,199
Milpitas	25,766	1,031	59,694	\$ 155,204	\$ 130,575	\$ 8,339	\$ 68,051	\$ 1,288	\$ (53,049)	\$ 79,341	1,429	989
Monte Sereno	1,353	54	735	\$ 1,911	\$ 6,856	\$ 438	\$ 3,573	\$ 68	\$ (9,024)	\$ 17,334	180	185
Morgan Hill	16,178	647	44,235	\$ 115,011	\$ 81,976	\$ 5,235	\$ 42,723	\$ 809	\$ (15,732)	\$ 75,407	1,551	382
Mountain View	39,194	1,568	51,011	\$ 132,629	\$ 198,602	\$ 12,684	\$ 103,504	\$ 1,960	\$ (184,120)	\$ 169,083	1,340	772
Palo Alto	29,285	1,171	45,188	\$ 117,489				\$ 1,464	\$ 116,025			
San Jose	345,798	13,832	827,019	\$ 2,150,250	\$ 1,752,210	\$ 111,904	\$ 913,183	\$ 17,290	\$ (644,337)	\$ 1,186,168	22,039	20,539
Santa Clara	53,370	2,135	113,691	\$ 295,597	\$ 270,434	\$ 17,271	\$ 140,939	\$ 2,669	\$ (135,715)	\$ 237,003	3,669	2,010
Saratoga	11,353	454	17,897	\$ 46,533	\$ 57,527	\$ 3,674	\$ 29,981	\$ 568	\$ (45,217)	\$ 76,767	932	800
Sunnyvale	63,111	2,524	99,239	\$ 258,021	\$ 319,798	\$ 20,423	\$ 166,664	\$ 3,156	\$ (252,014)	\$ 262,351	2,681	1,533
Unincorporated	18,558	742	45,693	\$ 118,802	\$ 94,036	\$ 6,006	\$ 49,008	\$ 928	\$ (31,176)	\$ 80,009	1,482	845
<b>Total</b>	<b>662,019</b>	<b>27,661</b>	<b>1,478,050</b>	<b>\$ 3,842,931</b>	<b>\$ 3,358,172</b>	<b>\$ 214,467</b>	<b>\$ 1,750,148</b>	<b>\$ 34,601</b>	<b>\$ (1,514,457)</b>	<b>\$ 2,636,224</b>	<b>41,656</b>	<b>32,348</b>

Notes: No of HH and Disposal tonnage are based on FY2022-2023 actuals. Anticipated participation and anticipated participation at SJ facility are based on 10% increase from FY2022-2023 actual participation.

**ATTACHMENT B: ESTIMATED ANNUAL HHW PROGRAM FIXED COSTS FOR FISCAL YEARS 2025, 2026, AND 2027**

<b>FIXED COST</b>		
Staff Salary and Benefits		\$ 1,926,605.10
County Admin Overhead		\$667,328
County Counsel		\$17,745
Phones and Communications		\$13,787
Facilities Lease Costs	San Jose	\$215,880
Vehicle Costs		\$44,363
Office Supplies and postage		\$4,430
Maintenance, Software		\$150,150
HHW Hotline		\$150,000
Garbage & Utilities		\$47,434
Membership & Dues		\$20,475
Training & Conference		\$6,825
Safety Wear		\$28,392
Printing		\$11,632
Other Services & Supplies		\$53,127
<b>ESTIMATED ANNUAL TOTAL</b>		<b>\$ 3,358,171.77</b>

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027\***

2024/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
July	Wed	3	San Jose	Permanent	
	Thursday	4	No Event	No Event	4th OF JULY
	Fri,Sat	5,6	San Jose	Permanent	
	Fri,Sat	5,6	San Martin	Permanent	
	Thurs,Fri	11,12	San Jose	Permanent	
	Saturday	13	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	18,19,20	San Jose	Permanent	
	Thurs,Fri,Sat	25,26,27	San Jose	Permanent	
August	Thurs,Fri,Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Fri,Sat	4,5	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	Mountain View	Temporary	Confirmed
	Thurs,Fri	29,30	San Jose	Permanent	
	Saturday	31	No Event	No Event	LABOR DAY WEEKEND
September	Thurs,Fri,Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri	19,20	San Jose	Permanent	
	Saturday	21	Santa Clara	Temporary	Confirmed
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	
October	Thurs,Fri,Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri,Sat	10,11	San Jose	Permanent	
	Saturday	12	Sunnyvale	Temporary	Confirmed
	Thurs,Fri,Sat	17,18,19	San Jose	Permanent	
	Thurs,Fri,Sat	24,25,26	San Jose	Permanent	
	Thurs	31	San Jose	Permanent	
November	Fri, Sat	1,2	San Jose	Permanent	
	Thurs,Fri, Sat	7,8,9	San Martin	Permanent	
	Thurs	7,8,9	San Jose	Permanent	
	Thurs,Fri,Sat	14,15,16	San Jose	Permanent	
	Thurs,Fri,Sat	21,22,23	San Jose	Permanent	
	Thurs,Fri,Sat	28,29,30	No Event	No Event	THANKSGIVING
December	Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri,Sat	12,13,14	San Jose	Permanent	
	Thurs,Fri,Sat	19,20,21	San Jose	Permanent	
	Wed,Thurs	25,26	No Event	No Event	CHRISTMAS
	Fri,Sat	27,28	San Jose	Permanent	

**ATTACHMENT C: HHW SCHEDULE OF PERMANENT & TEMPORARY COLLECTION EVENTS FOR FISCAL YEAR 2025-2027\* (Continued)**

2025/Month	Day	Date	Location	Type of Event	County Holidays/ Notes
January	Wed	1	No Event	No Event	NEW YEAR'S
	Thurs,Fri, Sat	2,3,4	San Martin	Permanent	
	Thurs,Fri,Sat	2,3,4	San Jose	Permanent	
	Thurs,Fri	9,10	San Jose	Permanent	
	Saturday	11	Sunnyvale	Temporary	TBD
	Thurs,Fri,Sat	16,17,18	San Jose	Permanent	
	Thurs,Fri	23,24	San Jose	Permanent	
	Saturday	25	Santa Clara	Temporary	TBD
	Thurs,Fri	30,31	San Jose	Permanent	
February	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri	27,28	San Jose	Permanent	
March	Sat	1	San Jose	Permanent	
	Thurs,Fri, Sat	6,7,8	San Martin	Permanent	
	Thurs,Fri,Sat	6,7,8	San Jose	Permanent	
	Thurs,Fri,Sat	13,14,15	San Jose	Permanent	
	Thurs,Fri,Sat	20,21,22	San Jose	Permanent	
	Thurs,Fri,Sat	27,28,29	San Jose	Permanent	
April	Thurs,Fri,Sat	3,4,5	San Jose	Permanent	
	Thurs,Fri, Sat	3,4,5	San Martin	Permanent	
	Thurs,Fri	10,11	San Jose	Permanent	
	Saturday	12	Los Altos	Temporary	TBD
	Thurs,Fri	17,18	San Jose	Permanent	
	Saturday	19	Sunnyvale	Temporary	TBD
	Thurs,Fri	24,25	San Jose	Permanent	
	Saturday	26	Santa Clara	Temporary	TBD
May	Thurs,Fri,Sat	1,2,3	San Jose	Permanent	
	Thurs,Fri, Sat	1,2,3	San Martin	Permanent	
	Thurs,Fri,Sat	8,9,10	San Jose	Permanent	
	Thurs,Fri,Sat	15,16,17	San Jose	Permanent	
	Thurs,Fri	22,23	San Jose	Permanent	
	Saturday	24	No Event	No Event	MEMORIAL DAY WEEKEND
	Thurs,Fri,Sat	29,30,31	San Jose	Permanent	
June	Thurs,Fri, Sat	5,6,7	San Martin	Permanent	
	Thurs,Fri,Sat	5,6,7	San Jose	Permanent	
	Thurs,Fri	12,13	San Jose	Permanent	
	Saturday	14	Milpitas	Temporary	TBD
	Thurs, Fri,Sat	19,20,21	San Jose	Permanent	
	Thurs,Fri,Sat	26,27,28	San Jose	Permanent	

\*SUBJECT TO CHANGE

**ATTACHMENT D:****COUNTY HOUSEHOLD HAZARDOUS WASTE  
EMERGENCY COLLECTION PLAN****1. PURPOSE**

The purpose of the Household Hazardous Waste Emergency Collection Plan is to minimize potential public health and safety impacts, as well as to minimize costs and confusion during an emergency or disaster. This Attachment describes the services the County can provide and the responsibilities of each party for the collection of household hazardous wastes (HHW) in response to an emergency as defined by the local jurisdiction.

Jurisdictions should contact local emergency agencies, the Governor's Office of Emergency Services (OES), and California Department of Toxic Substances Control (DTSC) for more specific information on hazardous materials emergency response.

**2. Timing of HHW**

While it is important to have special collection opportunities for disaster-related HHW as soon as possible to avoid illegal disposal or harm to people and/or the environment, having an event or service too soon after a disaster may result in low participation. Sufficient public notification, assessment and monitoring of the disaster and cleanup process by the designated City HHW Coordinator(s) is essential.

**3. Public Information/Notification:**

Cities should be prepared to provide the public with information related to the problems associated with HHW along with information about special collection events and services. Upon the decision to hold an emergency collection event, it is the City's responsibility to prepare and deliver the necessary public outreach to notify the public of an upcoming event. A City's public outreach program should evaluate all forms of media including: newspaper ads, posters, flyers, press releases, banners, door-to-door notices, roadside signs, signs on dumpsters, radio public service announcements, social media outlets and television public access stations. Be aware of communities where multiple language outreach efforts will be necessary.

**4. State HHW Collection Permits**

DTSC is responsible for issuing the necessary state permits for HHW collection facilities. During an emergency, the County will obtain the necessary emergency permit for special collection of household hazardous waste from DTSC through their expedited approval process.

**5. Collection Events**

Temporary collection events can be set-up at various sites including parking lots, city maintenance yards, within neighborhoods needing service, and at landfills or a centralized

location to service larger segments of the population. Waste collected will be transported with a transportation vehicle provided by the HHW Program. In addition, events can be scheduled at the two existing Countywide Household Hazardous Waste Collection Facilities (CoHHWCF). The following options are available to each participating City.

- Neighborhood Drop-off Events: The County is able to provide localized service to specific areas in need of household hazardous waste collection services. The County will work with City Solid Waste Coordinators to conduct coordinated efforts to residents in the affected area. After a specific event, waste will be transported by County staff or a hazardous waste contractor to an appropriate facility.
- Mobile HHW Event: The County conducts Household Hazardous Waste Collection Event (Events) at various sites located in Santa Clara County throughout the year. Events will be expanded to give priority to disaster victims when requested by the City. The County shall obtain all necessary permits and licenses required for the events and shall provide and/or contract for the services of properly trained personnel and hazardous waste haulers. The County shall also provide or secure suitable equipment and supplies to properly receive, package, label, haul, recycle and dispose of the household hazardous wastes collected at events.
- CoHHWCF: The County operates two permitted HHW collection facilities for the collection and storage of HHW. The County shall provide or contract for services, equipment, and supplies to properly receive, package, label, haul, recycle and dispose of wastes collected at the CoHHWCF.

The CoHHWCF are located at:

*San Martin, 13055 Murphy Ave, San Martin, CA 95046*  
*San Jose, 1608 Las Plumas, San Jose, CA 95133*

## 6. Costs, Documentation, and Reimbursements

Cities will be billed on a cost recovery basis. Costs of emergency events will be tracked and billed separately. Emergency funding applications pending from the State or Federal government for reimbursements in no way relieves the City of responsibility to make timely payment to the County in accordance with the terms of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.

The County agrees to provide the City with a detailed accounting of services provided for an emergency collection. Documentation will track the time and materials of staff, outside contractor expenses, and quantities and types of waste collected to demonstrate that the wastes were generated above and beyond existing collection programs.

Services to businesses will be provided on a cost recovery basis and according to Section 12 of the AGENCY AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, which includes program administration, on-site collection, transportation, and disposal costs. The County will assume responsibility for collecting fees from participating businesses.

**7. State and Federal Assistance and Funds**

It is the City’s responsibility to pursue reimbursement from State or Federal agencies.

California Governor’s Office of Emergency Services (Cal OES)

Cal OES is responsible for requesting assistance if a state disaster area is declared, and the local jurisdiction deems that the needs of the disaster response are beyond the capability of local jurisdictions for resources beyond the capability of the jurisdiction. State assistance may include assistance available from State, Federal, or private sources. If a local jurisdiction exceeds its capabilities, then the local jurisdiction can request assistance and reimbursement of costs from Cal OES.

Follow Standardized Emergency Management System (SEMS)

All requests and emergency responses must be in accordance with the SEMS. DTSC may have funding available for hazardous waste response and collection.

Federal Assistance

If a state disaster area is declared a federal disaster, then federal funding assistance may be available through the Cal OES. Funding and assistance may be available from Federal agencies such as FEMA and the USEPA.

Damage estimates: The city should provide to the Cal OES estimates of damages and a "scope of work requested." It is recommended that the local HHW coordinator meet ahead of time with local emergency agencies or Cal OES contacts regarding the proper procedures and wording of requests for assistance.

Funding Process: The funding process may vary depending on the unique circumstances of the disaster. The process can either be the traditional FEMA reimbursement process, or by direct assistance from USEPA.

**REFERENCES**

California Integrated Waste Management Board, Integrated Waste Management Disaster Plan: Guidance for local government on disaster debris management, January 1997.

**Emergency Planning Contacts and Personnel**

**Primary County Contact:** County of Santa Clara  
 Consumer and Environmental Protection Agency  
 Household Hazardous Waste Program  
 ATTN: Hazardous Materials Program Manager  
 (408)-918-1967

For Non-Emergency after-hours, contact County Communications at: (408) 977-3220

**Responsibility:** Coordinate and establish proper collection and disposal methods for household hazardous waste. Assess the need for HHW and VSQG services in consultation with the City and other operations.

**Cal OES Public Safety Communications Main Office**

601 Sequoia Pacific Boulevard  
Sacramento, CA 95811  
(916) 894-5209

**Cal OES**

3650 Schriever Avenue  
Mather, CA 95655-4203  
(916) 845-8510

**CHEMTREC**           Emergency number, (800) 424-9300  
Non-emergency (800) 262-8200

Chemtrec is a public service established by the Chemical Manufacturers Association. The Center was developed as a resource for obtaining immediate emergency response information to mitigate accidental chemical releases, and as a means for emergency responders to obtain technical assistance from chemical industry product safety specialists, emergency response coordinators, toxicologists, physicians, and other industry experts to safely mitigate incidents involving chemicals.

## ATTACHMENT E

## EXHIBIT E

INSURANCE REQUIREMENTS FOR  
ENVIRONMENTAL SERVICES  
CONTRACTS

(Hazardous Waste Disposal, Remediation Services, Environmental Consulting, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any third party claim, liability, loss, injury or damage to the extent arising out of, or in connection with, performance of this AGREEMENT by Contractor and/or its agents or employees, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this AGREEMENT to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this AGREEMENT and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this AGREEMENT, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this AGREEMENT, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the AGREEMENT until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

## ATTACHMENT E

## Exhibit E (Continued)

C. Notice of Cancellation

Should any of the requested policies be cancelled before the expiration date, notice will be provided in accordance with policy provisions.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products/Completed Operations aggregate - \$2,000,000
  - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Personal Injury liability
  - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, (Commercial General Liability Additional Insured provided pursuant to Additional Insured Endorsement #1), which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds provided pursuant to Additional Insured Endorsement Form #1.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided

## Exhibit E (Continued)

under this policy. Public Entities may also be added to the Additional Insured Endorsement Form #1 as applicable by way of insurance addendum, and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles. Coverage shall include Environmental Impairment Liability Endorsement MCS90 for contracts requiring the transportation of hazardous materials/wastes.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Contractors Pollution Liability Insurance

Coverage shall provide a minimum of not less than five million dollars (\$5,000,000) per occurrence and aggregate for bodily injury, personal injury, property damage and cleanup costs both on and offsite.

7. Professional Errors and Omissions Liability Insurance (required for contractors providing professional services, such as through a professional engineer, registered geologist, etc.)

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.
- b. If coverage contains a deductible or self-retention, it shall be reviewed and approved by the County's Insurance Manager prior to contract execution.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this AGREEMENT.

## Exhibit E (Continued)

8. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims. If coverage terminated Run-Off (Tail) coverage will be purchased for three (3) years following termination.

E. Special Provisions

The following provisions shall apply to this AGREEMENT:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this AGREEMENT, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this AGREEMENT may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this AGREEMENT. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this AGREEMENT be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

Exhibit E (Continued)

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this AGREEMENT, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this AGREEMENT, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this AGREEMENT, at the option of County.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 05/05/2026

ITEM NO. 6.

ITEM NO: 6

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DATE: May 5, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Authorize the Town Manager to Execute a Five-Year Agreement for Services with FieldTurf USA, Inc. to Perform Turf Maintenance at Creekside Sports Park with a Base Year Not-To-Exceed an Amount of \$27,690 for FY 2026-27 and Subsequent Annual Adjustments Based on the Consumer Price Index (CPI)**

RECOMMENDATION: Authorize the Town Manager to execute a five-year agreement for services with FieldTurf USA, Inc., with a base year not-to-exceed amount of \$27,690.00 for FY 2026-27 and subsequent annual adjustments based on the Consumer Price Index (CPI).

FISCAL IMPACT:

The proposed base year not-to-exceed amount for FY 2026-27 is \$27,690 and is included in the Proposed FY2026-27 Operating Budget (1115301-63363), subject to Town Council budget adoption. The base amount includes \$19,690 for routine maintenance services and \$8,000 for unforeseen maintenance. For the remaining term of the agreement, annual costs will be adjusted based on the Consumer Price Index (CPI), resulting in modest year-over-year increases. Funding for the subsequent fiscal years will be subject to Council approval through the annual budget process.

STRATEGIC PRIORITY:

This item does not directly address a Strategic Priority; however, it aligns with the Core Goals of Quality Public Infrastructure and Public Safety. The proposed work ensures safety for all users through the maintenance of the Town's AstroTurf field at Creekside Sports Park.

PREPARED BY: Tyler Thomas  
Superintendent

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Reviewed by: Town Manager, Town Attorney, Administrative Services Director, and Parks and Public Works Director

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PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute an Agreement for Services with FieldTurf USA, Inc.

DATE: May 05, 2026

BACKGROUND:

Creekside Sports Park was originally opened on October 27, 2012, as the Town's first and only artificial turf field. Since its opening in 2012, it has seen a steady increase in use. Currently, Los Gatos United Soccer Club and Red Hawks Lacrosse Club are the two main permitted users of the field. The Sports Park also sees regular daytime usage with consistent weekly pickup games being played at lunchtime. The turf is now almost fourteen years old and requires more intensive maintenance to keep the field in safe playing condition until such time as funding is available to replace the artificial turf.

DISCUSSION:

On February 11, 2026, Parks and Public Works released a Request for Proposal (RFP) for artificial turf maintenance. The RFP closed on March 31, 2026. Parks and Public Works received one bid for this work from FieldTurf USA, Inc. This firm was deemed a qualified contractor by Town Staff.

The scope of services includes biannual service, which consists of removing all debris from the field, fluffing the turf, sanitizing the turf and crumb rubber infill, adding infill in high traffic areas such as penalty kick zone, and striping the field. The scope of work also includes having a G-MAX test done once a year to assess the impact rating of the turf to verify that it is safe for use. Staff also included a line item for periodic maintenance as needed to keep the field in playing condition.

The agreement term is proposed for five years, which allows continuity of service and helps maximize savings by engaging a firm for multiple years.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a five-year agreement for services with FieldTurf USA, Inc., as recommended above.

COORDINATION:

This staff report was worked on in coordination with the Finance department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Agreement for Services

# AGREEMENT FOR SERVICES

ITEM NO. 6.

## Services for Creekside Sports Park Turf Maintenance

### PREAMBLE

THIS AGREEMENT is by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and FieldTurf USA, Inc. ("Contractor"), a Corporation and whose address is 175 N. Industrial Blvd NE, Calhoun, GA 30701. This Agreement is made with reference to the following facts.

### I. RECITALS

- A. Town released a Request for Proposal for the services described in this Agreement, and the Contractor was the lowest cost Contractor.
- B. Contractor represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- C. Town desires to engage Contractor to provide field maintenance services for Creekside Sports Park.
- D. Contractor warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges Town has relied upon these warranties to retain the Contractor.

### II. AGREEMENT

- A. Scope of Services. Contractor shall provide services as described in the Scope of Services, which is hereby incorporated by reference and attached as Exhibit A.
- B. Term. The term of this Agreement shall be from July 1, 2026 to Monday, June 30, 2031.
- C. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Contractor to practice its profession. Contractor shall maintain a Town of Los Gatos business license as required in Chapter 14 of the Code of the Town of Los Gatos.
- D. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- E. Information/Report Handling. All documents furnished to the Contractor by the Town and all reports and supportive data prepared by the Contractor under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by the Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Contractor shall not make any of these documents or information available to any individual or organization not employed by the Contractor or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Contractor 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 Contractor in connection with other projects shall be solely at Town's risk, unless Contractor expressly

consents to such use in writing. Town further agrees that it will not appropriate any methodology or of Contractor which is and has been confirmed in writing by Contractor to be a trade secret of the Contractor.

- F. Compensation: Compensation for services for year one **shall not exceed \$27,690.00** at the rates set forth in Exhibit A. Compensation for future years will be the year one base cost of \$27,690.00 adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation will remain at the base amount. Compensation for services is inclusive of all costs subject to appropriation of funds, notwithstanding any other provision in this agreement. Payment shall be based upon Town approval of each task. Payment shall be adjusted upward annually for the remaining term of this agreement by the change, if any.
  
- G. Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form. Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:  
 Invoices: Town of Los Gatos  
 Attn: Accounts Payable  
 P.O. Box 655  
 Los Gatos, CA 95031-0655  
 Email (preferred): AP@losgatosca.gov
  
- H. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the Town at the Contractor offices during business hours upon written request of the Town.
  
- I. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Contractor. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
  
- J. Independent Contractor. It is understood that the Contractor, 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 Contractor 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. Contractor agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Contractor 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 Contractor or is based on allegations of Contractor's negligent performance or wrongdoing.

- K. Conflict of Interest. Contractor understands that its professional responsibilities are solely to the Town. Contractor has and shall not obtain any holding or interest within the Town of Los Gatos. Contractor 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, the Contractor 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. Contractor 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 Contractor discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Contractor shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- L. Non-Discrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither the Contractor 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**

- A. Minimum Scope of Insurance:
  1. Contractor 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.
  2. Contractor agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
  3. Contractor shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Contractor agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- B. General Liability:
  1. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned or used by the Contractor.
  2. The Contractor'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 agents shall be excess of the Contractor's insurance and shall not contribute with it.

- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or agents.
- 4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, 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.
- D. Workers' Compensation. In addition to these policies, Contractor 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, Contractor shall ensure that all subcontractors employed by Contractor provide the required Workers' Compensation insurance for their respective employees. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- E. Indemnification. The Contractor shall indemnify the Town its elected and appointed officials, employees and agents 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 any act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. Contractor shall defend the Town against any such claims.

**IV. GENERAL TERMS**

- A. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- B. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- C. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
- D. Termination of Agreement. The Town and the Contractor 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 Contractor shall deliver to the Town all plans, files, documents, reports, performed to the Contractor. In the event of such termination, Town shall pay Contractor 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.

E. Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a “public work” by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

1. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
3. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
4. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term “certified payroll” shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
5. In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.

6. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.

7. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.

The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

F. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Contractor.

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

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

FieldTurf USA, Inc.  
175 N. Industrial Blvd NE, Calhoun, GA 30701

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

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

I. Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and the Contractor. 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 the Contractor have executed this Agreement.

TOWN OF LOS GATOS:

FIELDTURF USA, INC.:

\_\_\_\_\_  
**SIGNATURE**

Chris Constantin

\_\_\_\_\_  
**FULL NAME**

Town Manager

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**SIGNATURE**

Darren Gill

\_\_\_\_\_  
**VENDOR SIGNATORY'S FULL NAME**

Executive Vice-President

\_\_\_\_\_  
**VENDOR SIGNATORY'S TITLE**

\_\_\_\_\_  
**DATE SIGNED**

Approved as to form:

\_\_\_\_\_  
**SIGNATURE**

Gabrielle Whelan

\_\_\_\_\_  
**FULL NAME**

Town Attorney

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE SIGNED**

The execution date is the date on which the last party has signed.



**REQUEST FOR PROPOSAL**  
**FOR**  
**CREEKSIDE SPORTS PARK TURF MAINTENANCE**  
**TBD**

**Proposal Opening**  
**Tuesday, March 31, 2026, 2:00 pm**

**ISSUE DATE: March 4, 2026**

**Exhibit A**

**CREEKSIDE SPORTS PARK TURF MAINTENANCE**

## TABLE OF CONTENTS

1. Scope of Work
2. Instructions to Proposers
3. Required Information
4. Evaluation, Selection and Award Process
5. Evaluation Criteria
6. Agreement & Payment
7. General Terms & Conditions
8. Attachments
9. Vendor Questionnaire
10. Proposal Price

Attachments:

A - Creekside Sports Park

B - Sample- Agreement for Services 2026.01 (1)

C - Insurance Requirements 2024 - 2 Million (2)

## 1. Scope of Work

### 1.1. Scope of Work - Turf Maintenance

Vendor to provide pricing for maintenance service for one artificial turf field. The scope of work includes the following tasks:

#### 1. Loosen compaction of rubber crumb:

- Use specialized equipment to carefully loosen the compaction of the rubber crumb infill throughout the entire field surface.
- Ensure that the infill is evenly distributed and the field is level.

#### 2. Remove, clean, and replace rubber crumb:

- Remove the rubber crumb infill from the field using a vacuum or similar equipment.
- Thoroughly clean the rubber crumb to remove any debris, dust, or dirt.
- Inspect the rubber crumb for any signs of degradation or contamination and replace as necessary.
- Reapply the cleaned and inspected rubber crumb evenly across the field surface.

#### 3. Brush turf to help blades stand up:

- Use a specialized brush to comb the synthetic turf blades in order to help them stand upright and maintain their natural appearance.
- Ensure that the brushing process is gentle enough to avoid damaging the turf fibers.

#### 4. Magnet sweep to remove any metallic debris:

- Using a magnet sweep tool, thoroughly scan the entire field surface to identify and remove any metallic debris such as nails, screws, or other objects that may pose a hazard or cause damage to the turf or players.

#### 5. Disinfect turf to eliminate risk of MRSA, Staph, or any other viruses or germs:

- Apply a suitable disinfectant or antimicrobial solution to the entire turf surface to eliminate the risk of MRSA, Staph, or any other viruses or germs that may be present.
- Ensure that the disinfection process is effective in killing and neutralizing harmful bacteria and viruses.

#### 6. Take bacteria readings before and after cleaning:

- Before starting the maintenance process, take bacterial readings using appropriate testing equipment to establish a baseline measurement of bacteria present on the turf.
- After completing the maintenance activities, perform another round of bacterial readings to assess the effectiveness of the cleaning and disinfection process.

#### 7. Field Striping:

- Re-striping of the field shall happen after all other maintenance activities have been completed.

- Field to be re-stripped using **Pioneer Athletics** or an approved equal.

**8. Generate report:**

- Provide a detailed report summarizing the maintenance activities performed, including the results of the bacteria readings and any observations or recommendations for further action.
- The report shall be submitted to the Town of Los Gatos within a reasonable timeframe after completion of work and shall include:
  - A comprehensive, accurate report of the work completed
  - A report of the bacteria testing method utilized, locations tested, information on any third-party vendor used for testing, and test results.
  - A turf condition report containing information of the current turf condition, any locations that present a hazard or damage to the turf, and any other specific site conditions that are relevant to the maintenance and upkeep of a turf sports surface.

**1.2. Scope of Work - Turf Repair**

The artificial turf repair service shall comply with the following specifications and relevant standards:

**A. Materials Specifications:**

- All repairs will be made with the same materials or approved equals by Town Staff.

**B. Standards Compliance:**

- All materials used must comply with the American Society for Testing and Materials (ASTM) standards for artificial turf.
- Turf installation and repair must conform to the specifications established by the International Play Equipment Manufacturers Association (IPEMA).
- Inspection and maintenance guidelines shall align with the Synthetic Turf Council's (STC) best practices for artificial turf.

**C. Site Assessment:**

- Conduct a thorough site assessment prior to repairs, documenting current conditions including seam integrity, infill depth, and any damaged areas.
- Prepare a report detailing findings and recommended repairs, including a timeline and cost estimate.

The selected contractor shall deliver the following services:

**A. Repair Services:**

- Repair of seams and areas of turf that show signs of wear, tearing, or separation.

- Reinststate infill material to the required levels and redistribute to ensure a uniform surface.
- Replacement of damaged or worn sections of turf, including proper adhesion and seam welding techniques.

**B. Quality Assurance:**

- Implement a strict quality control process to ensure all repairs meet the specifications outlined above.
- Conduct end-of-job inspections to verify repair quality and durability.

**C. Health & Safety:**

- All workers must follow Occupational Safety and Health Administration (OSHA) guidelines.

**D. Environmental Considerations:**

- All materials used must be environmentally friendly and compliant with local environmental regulations.
- Implement measures to minimize noise, dust, and waste during repair operations.

**Delivery Requirements**

The contractor shall adhere to the following delivery requirements for materials and services:

**A. Timeline:**

- Work must be scheduled to minimize disruption to park operations and community use.

**B. Material Delivery:**

- Materials should be delivered and stored on-site in a manner that avoids damage and contamination.

**C. Cleanup:**

- Upon completion of repairs, the area must be cleaned and free of debris, materials, and equipment.
- The contractor is responsible for proper disposal of all waste materials according to local regulations.

**Conclusion**

The Town of Los Gatos is committed to maintaining high-quality recreational facilities for its residents. The contractor must demonstrate the ability to deliver superior artificial turf repair services while maintaining compliance with all specified standards.

### 1.3. Frequencies

#### Artificial Turf Maintenance

- Maintenance frequency shall be two (2) times per year. Vendor shall be responsible for completing the maintenance activities described in the "*Scope of Work - Turf Maintenance*" section on a biannual basis. Please provide pricing accordingly.

#### Artificial Turf Repair

- Repair frequency shall be on an as needed basis. Vendor shall be responsible for completing the repairs as described in the "*Scope of Work - Turf Repair*" section. please provide pricing for repairs as a price per square foot. This price per square foot shall include labor and materials.

#### G-MAX Testing

- G-MAX testing shall be a minimum of once per year.
- Testing locations shall comply with ASTM F1936 standards; a minimum of 10 evenly distributed test points for a full-size field.

#### Anti-Microbial Testing

- Antimicrobial testing shall be at each service.
- Testing shall occur at a minimum of 10 evenly distributed test points for a full-size field.

By confirming below, the submission of a Proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the Proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Confirmed

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Biannual Artificial Turf Maintenance for Creekside Sports Park.	2	Each	\$9,845.00	\$19,690.00
2	Artificial Turf Repair - Price Per Square Foot (as needed repairs)	500	S.F.	\$7.99	\$3,995.00
3	Day Rate for small Patch or Seam Repairs (<100 S.F.)	12	Each	\$332.91	\$3,994.92
<b>TOTAL</b>					<b>\$27,679.92</b>