



**TOWN OF LOS GATOS
COUNCIL MEETING AGENDA
FEBRUARY 3, 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. Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

To watch and participate via Zoom, please go to:

<https://logatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpJxYoK.1>

Enter Passcode: 577971

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

- 1. Approve the Minutes of the January 13, 2026, Special Town Council Meeting.**
RECOMMENDATION: Approve the Minutes of the January 13, 2026, Special Town Council Meeting.
- 2. Approve the Minutes of the January 20, 2026, Town Council Closed Session Meeting.**
RECOMMENDATION: Approve the Minutes of the January 20, 2026, Town Council Closed Session Meeting.
- 3. Approve the Minutes of the January 20, 2026, Town Council Meeting.**
RECOMMENDATION: Approve the Minutes of the January 20, 2026, Town Council Meeting.

4. Approve the Closed Session Meeting Minutes of January 21, 2026.

RECOMMENDATION: Approve the Closed Session Meeting Minutes of January 21, 2026.

5. Approve the Special Meeting Minutes of January 21, 2026.

RECOMMENDATION: Approve the Special Meeting Minutes of January 21, 2026.

6. Adopt an Ordinance of the Town Council of the Town of Los Gatos Effecting a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay), for Property Located at 4 Tait Avenue. APN: 510-44-054. Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061 (b)(3). Zone Change Application Z-25-002. Property Owner/Applicant: Town of Los Gatos. Project Planner: Sean Mullin.

Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending the Zoning Code from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) for Property Located at 4 Tait Avenue.

RECOMMENDATION: Adopt an Ordinance of the Town Council of the Town of Los Gatos effecting a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay), for property located at 4 Tait Avenue.

7. Accept the Vasona Oaks Storm Drainage Repair Project (Phase 1), Authorize the Town Manager to Execute a Notice of Completion and Direct Staff to Record the Notice of Completion.

RECOMMENDATION: Accept the Vasona Oaks Storm Drainage Repair Project (Phase 1) (4628316; CIP 816-0418); authorize the Town Manager to execute a Notice of Completion; and direct staff to record the Notice of Completion.

8. Authorize the Town Manager to Execute an Amendment to the Agreement with MBS Business Systems (MBS) to Remove the Table Specifying Annual Printer Replacement Costs While Maintaining the Total Not-to-Exceed Amount of \$260,540

RECOMMENDATION: Authorize the Town Manager to execute an amendment to the agreement with MBS Business Systems (MBS) to remove the table specifying annual printer replacement costs while maintaining the total not-to-exceed amount of \$260,540.

9. Adopt a Resolution Authorizing Banking Signature Authority for Designated Town Personnel.

RECOMMENDATION: Adopt a resolution authorizing the Town Manager, Assistant Town Manager, and Administrative Services Director to have banking signature authority on behalf of the Town.

10. Adopt a Resolution to Approve a Fourth Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney and Authorize the Mayor to Execute the Amendment; Modify the Management Salary Schedule to Reflect the New Salary of \$310,000; and Authorize a Budget Adjustment in the Amount of \$24,195 from Available General Fund Unassigned Balance

RECOMMENDATION: Adopt a resolution approving the fourth amendment to the Employment Agreement between the Town of Los Gatos and the Town Attorney; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary for the Town Attorney of \$310,000 (Attachment 3); and authorize a Budget Expenditure Adjustment in the total amount of \$24,195 that includes a \$17,419 merit increase and \$6,776 for costs associated with payroll, retirement and taxes from a General Fund unassigned fund balance.

11. Adopt a Resolution to Approve the First Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager and Authorize the Mayor to Execute the Amendment; Modify the Management Salary Schedule to Reflect a New Salary of \$366,000; and Authorize a Budget Adjustment in the Amount of \$19,766 funded from Available General Fund Unassigned Fund Balance

RECOMMENDATION: Adopt a resolution approving the first amendment to the Employment Agreement between the Town of Los Gatos and the Town Manager; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary of \$366,000 for the Town Manager; and authorize a Budget Expenditure Adjustment in the total amount of \$19,766 which includes a \$14,230 merit increase and \$5,536 for costs associated with payroll, retirement and taxes from the Available General Fund unassigned balance.

12. Approve the 2026 Work Plans Recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission

RECOMMENDATION: Approve the 2026 work plans recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission.

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.)*

PUBLIC HEARINGS *(Presentations during the Public Hearings portion of the agenda by appellants and applicants, including any expert or consultant assisting with the presentation, shall be limited to a total of no more than five (5) minutes for all speakers. Appellants and applicants shall be provided no more than three (3) minutes to rebut at the end of the public hearing. Visual presentations that require the use of staff resources shall be limited to appellants and applicants. Members of the public testifying at public hearings shall be limited to no more than three (3) minutes, or such time as authorized by the Mayor.)*

13. Conduct a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2026 Weed Abatement Program Commencement Report and Order Abatement

RECOMMENDATION: Conduct a public hearing to consider objections to the proposed abatement of hazardous vegetation (weeds) for properties listed on the 2026 Weed Abatement Program Commencement Report and order abatement.

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

14. Receive the Preliminary Baseline Forecast Model and Assumptions from NHA Advisors and Provide Feedback

RECOMMENDATION: Receive the Preliminary Baseline Forecast Model and assumptions from NHA Advisors and provide feedback.

15. Introduce an Ordinance of the Town Council Amending the Town's Special Events Regulations in Chapter 14 to Establish an Entertainment Zone, Pursuant to State Law, Allowing Outdoor Consumption of Alcoholic Beverages During Permitted Events
Ordinance Title: An Ordinance of the Town Council of The Town of Los Gatos Amending Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Of Los Gatos Town Code to Establish an Entertainment Zone Pursuant to SB 969

RECOMMENDATION: Introduce an Ordinance of the Town of Los Gatos amending Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town of Los Gatos Town Code to Establish an Entertainment Zone Pursuant to SB 969.

16. Approve a Council Policy Regarding Adoption of Certain Town Assets

RECOMMENDATION: Approve a Council Policy entitled Adoption of Assets on Town Owned Property

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. 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](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 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 the subject line “Public Comment Item #__” (insert the item number relevant to your comment).

Deadlines to submit written comments are:

- 11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 11:00 a.m. the 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: 02/03/2026

ITEM NO. 1.

ITEM NO: 1

**DRAFT
Minutes of the Town Council Special Meeting
Tuesday, January 13, 2026**

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

MEETING CALLED TO ORDER AT 5:03 P.M.

ROLL CALL

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

Absent: None.

VERBAL COMMUNICATION

Member of the Public

- Commented on concerns regarding noticing and opposition of the proposed project.

OTHER BUSINESS

1. Consider a Recommendation by the Planning Commission and Adopt a Resolution to Approve Architecture and Site and Subdivision Applications to Construct a Mixed-Use Residential Development (450 Units), a Vesting Tentative Map, Site Improvements Requiring a Grading Permit, and Removal of Large Protected Trees Under Senate Bill 330 (SB 330) on Property Zoned North Forty Specific Plan: Housing Element Overlay Zone. Located at 14859, 14917, 14925, and 16392 Los Gatos Boulevard; 16250, 16260, and 16270 Burton Road; and Assessor Parcel Number 424-07-116. APNs 424-07-009, -052, 053, -081, -094, -095, -115, and -116. Architecture and Site Application S-23-031 and Subdivision Application M-23-005. **RESOLUTION 2026-001**

Jocelyn Shoopman, Senior Planner, presented the staff report.

Gabrielle Whelan, Town Attorney, gave a presentation on the applicable state laws.

The Council asked questions.

Mayor Moore opened public comment.

Steve O'Connell, Applicant Representative and Eric Phillips, Attorney

- Gave a presentation on the proposed project and provided additional information.

SUBJECT: Draft Minutes of the Town Council Special Meeting of January 13, 2026

DATE: January 13, 2026

Hadiyah Fain, Vice President of Marketing and Developing Service of Life Services Alternatives

- Commented in support of inclusionary and affordable housing.

Alex Kamas

- Commented in support of the proposed project.

Tom Picraux

- Commented in support of the proposed affordable housing.

Jak Van Nada

- Commented on concerns and stated opposition to the proposed project.

Dennise Jauregui, Executive Director of Housing Choices

- Commented in support of the proposed project.

Carin Yamamoto

- Commented on various concerns with the proposed project.

Milissa Sandoval

- Commented in support of the proposed affordable housing for people with intellectual and developmental disabilities.

Jay Vaswani

- Commented in support of the proposed affordable housing for people with intellectual and developmental disabilities.

Joanne Rodgers

- Commented on various concerns with the proposed project.

Gia Pham, Housing Choices

- Commented in support of the proposed affordable housing for people with intellectual and developmental disabilities.

Lisa Harris

- Commented on in support of affordable housing and concerns related to mental illness.

Lee Quintana

- Commented in support of the proposed project.

Joe Rodgers

- Commented on concerns with the proposed project.

Sandy Decker

SUBJECT: Draft Minutes of the Town Council Special Meeting of January 13, 2026

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- Commented on concerns with the proposed project.

Edward Morimoto

- Commented in support of the proposed project and affordable housing.

Tiffany Sieber

- Commented on concerns with the proposed project.

Brent V.

- Commented on concerns with the proposed affordable housing and State housing mandates.

Jennifer Lucas, State Council on Developmental Disabilities

- Commented in support of the proposed project.

Shannon

- Commented on concerns with the proposed project.

Raymond Tersini

- Commented in support of the proposed project.

Manuel Salazar

- Commented in support of the proposed project.

Mayor Moore called a recess at 7:16 p.m.

Mayor Moore reconvened the meeting at 7:22 p.m.

The applicant team provided closing comments.

Mayor Moore closed public comment.

Council asked questions and discussed the item.

Mayor Moore called a recess at 9:13 p.m.

Mayor Moore reconvened the meeting at 9:22 p.m.

MOTION: Motion by Council Member Hudes to continue this item to a special meeting on January 27, at 5:00 p.m., and to take further public comment on any information that was not available to them prior to this meeting, and to take additional correspondence and reports. **Seconded by Council Member Badame.**

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

SUBJECT: Draft Minutes of the Town Council Special Meeting of January 13, 2026

DATE: January 13, 2026

Council further discussed the item.

Mayor Moore called a recess at approximately 10:38 p.m.

Mayor Moore reconvened the meeting at approximately 10:45 p.m.

Council Members provided the following disclosures:

- Council Member Rennie stated he met with the applicant and residents.
- Council Member Hudes stated he met with the development team and visited the site.
- Mayor Moore stated he met with the development team and visited the site.
- Council Member Ristow stated she met with the developers and visited the site.
- Council Member Badame stated she was Chair of the Planning Commission when Phase One was heard, met Don Capobres, and toured the site.

MOTION: Motion by Council Member Rennie to keep staff's recommendation on this portion [Condition of Approval 5 - Deed Restriction and Covenant]. Seconded by Vice Mayor Ristow.

VOTE: Motion passed 4-1. Council Member Hudes voted no.

Council asked the Town Attorney about a condition of approval to ensure the open space is publicly accessible in perpetuity.

Gabrielle Whealen, Town Attorney, stated that Council could include a condition of approval that says the part marked as open space on the tentative map will be maintained as open space for the life of the project.

MOTION: Motion by Mayor Moore to include in the Conditions of Approval as stated [by the Town Attorney]. Seconded by Vice Mayor Ristow.

VOTE: Motion passed unanimously.

MOTION: Motion by Council Member Rennie to include [in the Condition of Approval - Material Hauling Route and Permit] the words "or parking" [to the last sentence]. Seconded by Vice Mayor Ristow.

VOTE: Motion passed unanimously.

Mayor Moore reopened the hearing to ask the applicant team questions.

The applicant team answered questions from the Council.

SUBJECT: Draft Minutes of the Town Council Special Meeting of January 13, 2026

DATE: January 13, 2026

Mayor Moore closed the hearing.

After further discussion, Town Attorney Whelan provided a recommended improvement to the preference language to say at all times, 25 percent of the BMP units in building G1 shall be subject to a preference for individuals with developmental disabilities.

MOTION: Motion by Vice Mayor Ristow to accept that condition of approval [(Condition of Approval – Below Market Price (BMP) Units, Affordable Building) to state “at all times 25 percent of the BMP (Below Market Rate) units in building G1 shall be subject to a preference for individuals with developmental disabilities”]. **Seconded by Council Member Rennie.**

VOTE: Motion passed unanimously.

MOTION: Motion by Vice Mayor Ristow to consider a recommendation by the Planning Commission and adopt a resolution to approve the Architecture and Site and Subdivision applications to construct a mixed-use residential development of 450 units, a vesting tentative map, site improvements requiring a Grading Permit, and removal of large protected trees under Senate Bill 330 on property zoned North Forty Specific Plan: Housing Element Overlay Zone, located at 14859, 14917, 14925, and 16392 Los Gatos Boulevard; 16250, 16260, and 16270 Burton Road; and Assessor Parcel Number 424-07-116; APNs 424-07-009, -052, -053, -081, -094, -095, -115, and -116. Architecture and Site Application S-23-031 and Subdivision Application M-23-005, including the recommended modifications to the conditions of approval provided in the addendum dated January 12, 2026, and the modifications to the conditions of approval that were previously voted on this evening. **Seconded by Council Member Rennie.**

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

ADJOURNMENT

The meeting adjourned at 11:37 p.m.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



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

MEETING DATE: 02/03/2026

ITEM NO: 2

ITEM NO. 2.

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, January 20, 2026**

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

MEETING CALLED TO ORDER AT APPROXIMATELY 6:32 P.M.

ROLL CALL

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

Absent: Council Member Mary Badame.

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

No one spoke.

Gabrielle Whelan, Town Attorney, announced the closed session titles as listed on the agenda and stated the Town negotiator has been changed to Kristina Alfaro, Administrative Services Director.

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

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6) To meet with Town Negotiators listed below in closed session pursuant to Government Code §54957.6 regarding negotiations with the Employee Organizations listed below:
Town Negotiators: Lisa Charbonneau, Liebert Cassidy Whitmore; Cheryl Parkman, Human Resources Director
Employee Organization: Police Officers' Association (POA)

There was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 6:40 p.m.

Attest:

Submitted by:

Jenna De Long, Deputy Town Clerk

Chris Constantin, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO. 3.

ITEM NO: 3

**DRAFT
Minutes of the Town Council Meeting
Tuesday, January 20, 2026**

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

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

ROLL CALL

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

Absent: Council Member Mary Badame.

PLEDGE OF ALLEGIANCE

Mayor Moore invited Kristina Alfaro, Administrative Services Director, to lead the Pledge of Allegiance. The audience was invited to participate.

PRESENTATIONS

Mayor Moore presented commendations to outgoing commissioners, and certificates of recognition to the business of the month and resident of the month.

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

1. Approve the Minutes of the December 16, 2025, Closed Session Town Council Meeting.
2. Approve the Minutes of the December 16, 2025, Town Council Meeting.
3. Approve the Minutes of the January 13, 2026, Closed Session Town Council Meeting.
4. Receive the Monthly Financial and Investment Report for November 2025.
5. Authorize the Town Manager to Execute a Third Amendment to an Agreement for Services with OpenGov, Inc., for an Amount Not to Exceed \$401,214.
6. Accept the 2025 Annual Street Repair and Resurfacing Project, Authorize the Town Manager to Execute a Notice of Completion, and Direct Staff to Record the Notice of Completion.
7. Receive the Fiscal Year 2024-25 AB 1600 Annual Report on Receipt and Use of Development Impact Fees.
8. Authorize the Town Manager to Execute a First Amendment to an Agreement with HouseKeys for Administration of the Town's Below Market Price Affordable Housing Program to Extend the Contract to June 30, 2026.
9. Authorize the Town Manager to Execute a Third Amendment to the Contract for Legal Services with the Law Firm of Atchison, Barisone & Condotti to Extend the Term and Increase the Contract Amount by \$50,000 in an Amount Not to Exceed \$300,000 until June 30, 2026.

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

10. Authorize Revenue and Expenditure Budget Adjustments Totaling \$196,200.07 to Reflect FY 2025-26 COPS/SLESF Additional Grant Funding from Monte Sereno; Authorize Revenue and Expenditure Budget Adjustments Totaling \$251,426.95 to Reflect Prior Year Unspent Overages Received by the Town of Los Gatos; and Authorize the Town Manager to Execute an Agreement in substantially the form prepared with Assure MSP, Inc. to Install, Configure, Provide the Verkada Camara System and Cloud-Management System Under the California Multiple Award Schedule with a Total Project Amount Not to exceed \$215,000.
11. Adopt a Resolution of the Town Council of the Town of Los Gatos to Authorize Investment Monies in the Local Agency Investment Fund and Rescind Resolution 2007-093.
RESOLUTION 2026-002
12. Authorize the Town Manager to Execute a Third Amendment with Chavan & Associates, LLP. to Extend the Contract for One Year and Increase Compensation by \$59,000 for a Total Agreement Amount Not to Exceed \$248,000.
13. Adopt a Resolution to Ratify the Emergency Procurement of Services for Flood Restoration at Civic Center. **RESOLUTION 2026-003**

Mayor Moore opened public comment.

Member of the Public

- Commented on concerns with item two.

Mayor Moore closed public comment.

**MOTION: Motion by Council Member Hudes to approve items one through thirteen.
Seconded by Council Member Ristow.**

VOTE: Motion passed 4-0. (Council Member Badame was absent)

VERBAL COMMUNICATIONS

Naiema Dia, Ken's Coffee Bar

- Commented on anti-Palestinian hate incidents and requested community education.

JoeENZ, Friends of the Los Gatos Creek

- Commented on work with unhoused individuals and a concern with fencing.

Member of the Public

- Commented on various concerns.

Ehsaneh Sadar

- Commented on hate incidents and requested training related to anti-Palestinian racism.

Council Member Ristow recused herself from Item 14 due to the proximity of her residence to the subject property and left the Chambers.

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

PUBLIC HEARING

14. Consider a Recommendation by the Planning Commission to Approve a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) and a General Plan Amendment to Change the Land Use Designation from Central Business District to Medium Density Residential, for Property Located at 4 Tait Avenue. APN: 510-44-054. Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061 (b)(3). Zone Change Application Z-25-002 and General Plan Amendment Application GP-25-002. Property Owner/Applicant: Town of Los Gatos. Project Planner: Sean Mullin. Ordinance Title: An Ordinance of the Town Council of the Town Of Los Gatos Amending the Zoning Code from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) for Property Located at 4 Tait Avenue. **RESOLUTION 2026-004**

Sean Mullin, Senior Planner, presented the staff report.

Council members asked questions.

Mayor Moore opened public comment.

Susan Fiore

- Commented in support of the item.

Nadav Buzi

- Commented in support of the item.

Kat Battaglia

- Commented in support of the item.

Mike Wasserman

- Commented in support of the item.

Mitzy Anderson

- Commented in support of the item.

Yuliya Vasuder

- Commented in support of the item.

Lisa Mammel

- Commented in support of the item.

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

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Chris Bauder

- Commented in support of the item.

Chris Morgan

- Commented in support of the item.

Mayor Moore closed public comment.

Council discussed the item.

MOTION: Motion by Council Member Rennie to accept staff and the Planning Commission's recommendation, which includes making the required finding there is no possibility this project will have a significant impact on the environment; therefore, the project is not subject to the California Environmental Quality Act Section 15061 in Attachment 2 [to the staff report]; introduce an ordinance to affect the zone change, including the findings that the proposed zone change is consistent with the General Plan and its Elements, in that the proposed zoning is consistent with the proposed General Plan Land Use Designation in Attachment 2 [to the staff report]; adopt a resolution to approve the General Plan Amendment, including the findings that the General Plan Amendment is internally consistent with the existing goals and policies of the General Plan and its Elements Attachment 4 [to the Staff Report]); and approve the Zone Change Application Z-25-002 and the General Plan Amended Application GP-25-002. **Seconded by Council Member Hudes.**

VOTE: Motion passed 3-0. (Council Member Badame absent and Vice Mayor Ristow recused)

Council Member Ristow returned to the Council Chambers.

OTHER BUSINESS

15. Adopt the Revised Town Agenda Format and Rules Policy 2-01. **POLICY 2-01**

Wendy Wood, Town Clerk, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

Lee Quintana

- Commented on proposed changes and transparency concerns.

Mayor Moore closed public comment.

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

Council discussed the item.

MOTION: Motion by Council Member Rennie to accept the edits to Policy 2-01 with additional changes moving the fourth paragraph in Section F to be the second paragraph, ensuring that the title in the agenda under Section A – Orders of the Agenda is Council and Manager Matters, and to add to the end of the paragraph N.1. the wording that was suggested effectively says Council Members will make every effort to attend so as to not impact the meeting. **AMENDMENT:** include [the word] “Alternatively” [in Section N(1) to replace the word “However” in the second to last sentence.] **Seconded by Vice Mayor Ristow.**

VOTE: Motion passed 4-0. (Council Member Badame absent)

16. Adopt the Draft License Agreement for Encroachments for Private Use of Public Property Policy. **POLICY 3-02**

Gary Heap, Town Engineer, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

No one spoke.

Mayor Moore closed public comment.

Council discussed the item.

MOTION: Motion by Vice Mayor Ristow to approve the License Agreement Policy for Encroachments for private use of public property policy as presented by staff. **Seconded by Council Member Rennie.**

VOTE: Motion passed 4-0. (Council Member Badame absent)

Mayor Moore called a recess at 8:53 p.m.

Mayor Moore reconvened the meeting at 9:03 p.m.

17. Receive the Bi-Annual Police Services Report for July – December 2025.

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

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

Council asked questions.

Mayor Moore opened public comment.

Austin

- Commented on the Automated License Plate Reader training and documentation.

Lee Fagot

- Commented in support of community policing.

Mayor Moore closed public comment.

Council asked questions, discussed the item, and received the report.

Mayor Moore called a recess at 10:24 p.m.

Mayor Moore reconvened the meeting at 10:28 p.m.

18. Discussion, consideration, and Possible Action to Provide Direction on Revenue Measure Options and Next Steps Including Engaging Professional Services to Support the Evaluation Effort in an amount Not to Exceed \$80,000.

Kristina Alfaro, Administrative Services Director, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

No one spoke.

Mayor Moore closed public comment.

Council asked questions and discussed the item.

MOTION: Motion by **Council Member Hudes** to authorize to preserve options, not commit to a tax; seek state legislative authority to exceed 2% sales tax cap; to engage legal, financial, and legislative consultants; allocate \$80,000 from the General Fund reserves; hear back [from staff] as soon as possible, more information about the timing of the state legislative authority and the likelihood of achieving that [request to exceed the 2% sales tax cap]. **Seconded by Council Member Rennie.**

VOTE: Motion passed 4-0. (Council Member Badame absent)

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

COUNCIL/TOWN MANAGER REPORTS

Council Matters

19. Mayor's Request to Direct Staff to Evaluate Feasibility of Painting Red Curb Markings Near Intersection Crosswalks Under California's Daylighting Law.

Mayor Moore provided information on the item.

Mayor Moore opened public comment.

Lee Fagot

- Commented in support of the item.

Mayor Moore closed public comment.

The Council asked questions and discussed the item.

No action was taken.

Council Matters (Continued)

- Council Member Rennie stated he was appointed as the Chair of the Fire Safe Council.
- Council Member Hudes stated he attended meetings with the Los Gatos Thrives Foundation, met with residents, and attended a Finance Commission meeting.
- Vice Mayor Ristow stated she attended a Finance Commission meeting, a Silicon Valley Clean Energy Authority (SVCEA) Board meeting, and a Valley Transportation Authority (VTA) Policy Advisory meeting where she was elected the Vice Chair.
- Mayor Moore stated he attended the Los Gatos Leadership meeting, Supervisor Abe-Koga's D5 (District 5) Mayors Roundtable, spoke at Lexington Elementary, and met with the Los Gatos Chamber of Commerce Food and Wine Group.

Closed Session Report

Gabrielle Whelan, Town Attorney

- Stated that the Town Council met in closed session on January 13, 2026, to discuss the case of Los Gatos LLC vs the Town of Los Gatos, and there was no reportable action taken. The Town Council met in closed session this evening (January 20, 2026) to discuss labor negotiators, and there was no reportable action taken.

Town Manager Report

Chris Constantin, Town Manager

- Stated he had no report.

ADJOURNMENT

The meeting adjourned at 9:17 p.m.

PAGE **8** OF **8**

SUBJECT: Draft Minutes of the Town Council Meeting of January 20, 2026

DATE: February 3, 2026

ITEM NO. 3.

Respectfully Submitted:

Jenna De Long, Deputy Town Clerk



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

MEETING DATE: 02/03/2026

ITEM NO: 4

ITEM NO. 4.

**DRAFT
Minutes of the Town Council Special Meeting – Closed Session
Tuesday, January 21, 2026**

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

MEETING CALLED TO ORDER AT APPROXIMATELY 5:07 P.M.

ROLL CALL

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Matthew Hudes, Council Member Rob Rennie, and Council Member Mary Badame (participated remotely in accordance with Government Code Section 54953.8.3 under the circumstance of "Just Cause" due to family medical emergency)

VERBAL COMMUNICATIONS (ONLY ON ITEMS ON THE AGENDA)

No one spoke.

Gabrielle Whelan, Town Attorney, announced the closed session titles as listed on the agenda.

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

1. EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Titles: Town Manager and Town Attorney

Council took a recess at 7:00 p.m. and reconvened at approximately 7:30 p.m.

Gabrielle Whelan, Town Attorney, announced that the Council met in closed session to discuss an employee performance evaluation for the Town Manager and Town Attorney, and there was no reportable action.

ADJOURNMENT

The meeting adjourned at approximately 9:20 p.m.

Attest:

Submitted by:

Wendy Wood, Town Clerk

Chris Constantin, Town Manager



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 5

ITEM NO. 5.

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

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

MEETING CALLED TO ORDER AT APPROXIMATLY 7:11 P.M.

ROLL CALL

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Matthew Hudes, Council Member Rob Rennie, and Council Member Mary Badame (participated remotely in accordance with Government Code Section 54953.8.3 under the circumstance of "Just Cause" due to family medical emergency)

VERBAL COMMUNICATION

Member of the Public

- Commented on concerns with hiring practices.

OTHER BUSINESS

- 1. Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to Waive the 180-Day Retiree Rehire Wait Period for Gitta Ungvari**
RECOMMENDATION: Adopt a Resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period to hire Gitta Ungvari as Project Manager. **RESOLUTION 2026-005**

Kristina Alfara, Administrative Services Director, presented the staff report.

No one spoke.

MOTION: Motion by Mayor Moore to adopt a resolution for the California Public Employees' Retirement System Retirement Plan to waive the 180-day retiree rehire wait period to hire Gitta Ungvari as Project Manager (extra help retired annuitant). **Seconded by Council Member Ristow.**

VOTE: Motion passed unanimously by a roll call vote.

ADJOURNMENT

The meeting adjourned at approximately 7:21 p.m.

Respectfully Submitted:

Wendy Wood, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO. 6.

ITEM NO: 6

DATE: January 29, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Adopt an Ordinance of the Town Council of the Town of Los Gatos Effecting a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay), for Property Located at 4 Tait Avenue. APN: 510-44-054. Categorically Exempt pursuant to the adopted Guidelines for the Implementation of the California Environmental Quality Act, Section 15061 (b)(3). Zone Change Application Z-25-002. Property Owner/Applicant: Town of Los Gatos. Project Planner: Sean Mullin.**
Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending the Zoning Code from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) for Property Located at 4 Tait Avenue.

RECOMMENDATION: Adopt an Ordinance of the Town Council of the Town of Los Gatos effecting a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay), for property located at 4 Tait Avenue.

FISCAL IMPACT:

There is no fiscal impact associated with this action. Approving the Zone Change application would not in itself result in an impact on the Town's budget.

PREPARED BY: Sean Mullin, AICP
Planning Manager

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

PAGE 2 OF 2

SUBJECT: 4 Tait Avenue Rezone and General Plan Amendment/Z-25-002

DATE: January 29, 2026

STRATEGIC PRIORITY:

The zone change supports the Town's core goal of Community Character and the strategic priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

BACKGROUND:

On January 20, 2026, the Town Council considered and voted unanimously to introduce an Ordinance effecting a Zone Change from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) on property located at 4 Tait Avenue (APN 510-44-054). The Ordinance (Attachment 1) will amend the zoning classification of the subject property as noted above, and adoption of the Ordinance would finalize the decision. The Ordinance will take effect 30 days after its adoption.

PUBLIC COMMENTS:

Public comments received between 11:01 a.m., Tuesday, January 20, 2026, and 11:00 a.m., Thursday, January 29, 2026, are included as Attachment 2.

COORDINATION:

This report was coordinated with the offices of the Town Manager and Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA but is Categorical Exempt [Section 15061 (b)(3)]. A Notice of Exemption will not be filed.

ATTACHMENT:

1. Draft Ordinance for the Zone Change, with Exhibit A
2. Public comments received between 11:01 a.m., Tuesday, January 20, 2026, and 11:00 a.m., Thursday, January 29, 2026

DRAFT ORDINANCE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
AMENDING THE ZONING CODE
FROM C-2:LHP (CENTRAL BUSINESS DISTRICT WITH A LANDMARK AND HISTORIC
PRESERVATION OVERLAY)
TO R-1D:LHP (SINGLE-FAMILY RESIDENTIAL DOWNTOWN WITH A LANDMARK AND
HISTORIC PRESERVATION OVERLAY)
FOR PROPERTY LOCATED AT 4 TAIT AVENUE.**

WHEREAS, the applicant requests approval to change the zoning from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) on property located at 4 Tait Avenue (Santa Clara County Assessor Parcel Number 510-44-054); and

WHEREAS, the Planning Commission recommended approval of the zone change at its regularly noticed public hearing on December 10, 2025, finding that the R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) zoning is consistent with the zoning of neighboring properties and consistent with the proposed use of the property; and

WHEREAS, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on January 20, 2026; and

WHEREAS, the Town Council accepted the report of the Planning Commission's recommendation of approval for the proposed General Plan amendment; and

WHEREAS, the Town Council considered all facts and information related to a request to change the zoning designation for the property at 4 Tait Avenue from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay) as shown on Exhibit A.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Legislative Findings.

- A. With regard to CEQA, there is no possibility that this project will have a significant impact on the environment; therefore, the project is not subject to the California Environmental Quality Act, Section 15061 (b)(3), in that it can be seen with certainty that there is no possibility that the proposed amendments to the General Plan and Town Code will have a significant effect on the environment, because the project does not include any modification that would affect the historical significance of the building.
- B. With regard to required consistency with the Town's General Plan, the zone change is consistent with the General Plan and its Elements, including but not limited to Goals LU-1, LU-6, CD-6, CD-10, CD-12, and CD-13, and Policies LU-1.4, LU-6.1, LU-6.3, LU-6.4, LU-6.5, CD-6.1, CD-10.1, CD-12.1, and CD-12.2.

SECTION I. Zone Change.

The Town Code of the Town of Los Gatos is hereby amended to change the zoning of the property at 4 Tait Avenue (Santa Clara County Assessor Parcel Number 510-44-054) as shown on the map attached hereto as Exhibit A, and is part of this Ordinance, from C-2:LHP (Central Business District with a Landmark and Historic Preservation Overlay) to R-1D:LHP (Single-Family Residential Downtown with a Landmark and Historic Preservation Overlay).

SECTION III. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs,

sentences, clauses, or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

SECTION IV. Publication.

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

SECTION V. Effective Date.

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 20th day of January 2026, and adopted by the Town Council of the Town of Los Gatos on the 3rd day of February 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: _____

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TOWN OF LOS GATOS

Application No. Z-25-002

A.P.N. # 510-44-054

Change of zoning map amending the Town Zoning Ordinance.

☒ Zone Change

From: C-2:LHP To: R-1D:LHP

☐ Prezoning



Forwarded by Planning Commission

Date: December 10, 2025

Approved by Town Council

Date: February 3, 2026 Ord:

Clerk Administrator

Mayor

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From: [Dani Hinsche](#)
To: [Sean Mullin](#)
Cc: [Planning](#); [Kimberly Snyder](#); [Julie Micallef](#)
Subject: Re: 4 Tait Avenue
Date: Wednesday, January 28, 2026 2:56:08 PM
Attachments: [image003.jpg](#)
[image005.jpg](#)

[EXTERNAL SENDER]

Hi Sean,

Thank you for the update on 4 Tait Avenue, the former site of the Los Gatos Museum Association, now NUMU and located at the Civic Center. Please include my email as part of the public comment. I would like to know the status of the native garden, associated plaque and what seem to be sculptural rocks that are included as part of the garden which was donated to the museum.

I assume that once the zone change is complete after 30 days the property will be put for sale. We would like to have a discussion about the status of the garden before the property is put for sale.

Thank you,
Dani Hinsche

----- Forwarded message -----

From: **Sean Mullin** <SMullin@losgatosca.gov>

Date: Wed, Jan 28, 2026 at 9:07 AM

Subject: RE: 4 Tait Avenue

To: Planning <Planning@losgatosca.gov>, Dani Hinsche <[REDACTED]>

Dani,

Thank you for your email. The application was reviewed by the Town Council on January 20th. The Council took the first step to approve the project by adopting a Resolution to approve the General Plan amendment and introducing an Ordinance to make the zone change. On February 3rd, the Council will conduct a second reading of the Ordinance (as required by law). Once complete, the zone change will become effective 30 days later.

Best regards,

Sean



Sean Mullin, AICP • Planning Manager

Community Development Department • 110 E. Main Street, Los Gatos CA 95030

Ph: 408.354.6823 • smullin@losgatosca.gov

www.losgatosca.gov • <https://www.facebook.com/losgatosca>

COMMUNITY DEVELOPMENT HOURS:

Counter Hours: 8:00 AM – 1:00 PM, Monday – Friday

Phone Hours: 8:00 AM – 5:00 PM, Monday – Friday

All permit submittals are to be done online via our Citizen's Portal platform. All other services can be completed at the counter. For more information on permit submittal, resubmittal, and issuance, please visit the [Building](#) and [Planning](#) webpages.

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Think Green, please consider the environment before printing this e-mail.

From: Planning <Planning@losgatosca.gov>

Sent: Wednesday, January 28, 2026 8:57 AM

To: Dani Hinsche [REDACTED]

Cc: Sean Mullin <SMullin@losgatosca.gov>

Subject: RE: 4 Tait Avenue

Hello,

Thank you for your question regarding 4 Tait Avenue. Your email is being forwarded to the project planner, copied.

This application went to Town Council on 1/28/2026 and the zone change from commercial to residential was approved. The ordinance for this project will be going to Council on 2/3/2026 as a consent item.

Please let the planner know whether you would like your email to be included as a public comment, or if you would just like a status update on the application and the garden you mentioned.

If you have any additional comments or questions, you may share them with the project planner directly.

Thank you,



Planning Division

Community Development Department • 110 E. Main Street, Los Gatos CA 95030

Ph: 408.354.6874 • Planning@losgatosca.gov

www.losgatosca.gov • <https://www.facebook.com/losgatosca>

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Phone Hours: 8:00 AM – 5:00 PM, Monday – Friday

All permit submittals are to be done online via our Citizen's Portal platform. All other services can be completed at the counter. For more information on permit submittal, resubmittal, and issuance, please visit the [Building](#) and [Planning](#) webpages.

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From: Dani Hinsche [REDACTED]
Sent: Wednesday, January 28, 2026 7:41 AM
To: Planning <Planning@losgatosca.gov>
Subject: 4 Tait Avenue

[EXTERNAL SENDER]

Hello,

I am reaching out regarding the Zone Change Application for 4 Tait Avenue, formerly the site of the Los Gatos Museum Association. The site includes a California Native Plant Garden donated to the museum, now known as New Museum Los Gatos. the donors are Mike and Stephanie Mathews. When the museum moved to the Civic Center, the garden did not move with the museum at that time.

What is the status of the zone change application?

Thank you for your help with this matter.

Dani Hinsche, NUMU Board Member





**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO. 7.

ITEM NO: 7

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Accept the Vasona Oaks Storm Drainage Repair Project (Phase 1), Authorize the Town Manager to Execute a Notice of Completion and Direct Staff to Record the Notice of Completion**

RECOMMENDATION: Accept the Vasona Oaks Storm Drainage Repair Project (Phase 1) (4628316; CIP 816-0418); authorize the Town Manager to execute a Notice of Completion; and direct staff to record the Notice of Completion

FISCAL IMPACT:

There is no fiscal impact associated with this action. Project costs were fully funded within the approved Capital Improvement Program budget for the Vasona Oaks Storm Drainage Repair Project (Phase 1) (4628316; CIP No. 816-0418).

STRATEGIC PRIORITY:

This project supports the Core Goal of Quality Public Infrastructure.

BACKGROUND:

The adopted FY 2025-2026 Capital Improvement Program Budget designates funding for the Vasona Oaks Storm Drainage Repair Project (Phase 1).

The goal of this project was to replace 36 linear feet of storm drain pipe across University Avenue within the Town right-of-way. Staff plans to repair an additional 174 feet of storm drain that extends from University Avenue to Vasona Lake in a subsequent project phase, which will

PREPARED BY: Saurabh Nijhawan
Senior Civil Engineer

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

SUBJECT: Accept the Vasona Oaks Storm Drainage Repair Project (Phase 1) (4628316; CIP 816-0418); authorize the Town Manager to execute a Notice of Completion; and direct staff to record the Notice of Completion

DATE: February 3, 2026

be brought forward under a separate Council action following permitting and easement acquisition.

The project was advertised for bid on Friday, August 12, 2025. On August 28, 2025, bid packages were opened, and four contractors submitted bids. A summary of bid results showed Casey Construction Inc., as the apparent low bidder.

On September 16, 2025, the Town Council authorized the Town Manager to execute a construction contract with Casey Construction, Inc., in the amount of \$101,052 with a fifteen percent contingency (\$15,158) of the contract award amount.

DISCUSSION:

Project construction commenced on November 21, 2025, and was completed on December 12, 2025. The work has been completed to the satisfaction of the Town Engineer.

The total cost associated with Casey Construction's contract was \$101,052. There were no change orders associated with this project.

Staff recommends that the Town Council accept the construction of the project improvement and authorize the staff to record the Notice of Completion (Attachment 1) with the Santa Clara County Recorder.

CONCLUSION:

This action formally accepts the contractor's work and affirms that it meets the Town's standards and requirements. The completion of the required work finalizes all contractual obligations, allowing for the release of retention.

COORDINATION:

This project was coordinated with the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is a project as defined under CEQA and is Categorically Exempt (Section 15302(c)). A Notice of Exemption was filed.

Attachments:

1. Notice of Completion
2. Verification of Work

Recording Requested By:
Town of Los Gatos

When Recorded Mail To:
Town Clerk
Town of Los Gatos
110 E Main St
Los Gatos, CA 95030

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE § 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 9204 and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is: Town of Los Gatos.
3. Town's address is: 110 E. Main Street., Los Gatos, CA 95030.
4. The nature of Town's interest in the Project is:
☒ Fee Ownership ☐ Lessee ☐ Other: _____
5. Construction work on the Project performed on Town's behalf is generally described as follows:
Furnishing all labor, materials, tools, equipment, and services required for completion of Phase 1 of the Vasona Oaks Storm Drainage Project, located in the Town of Los Gatos, County of Santa Clara, State of California.
6. The name of the original Contractor for the Project is: Casey Construction, Inc. located at 619 Sylvan Way, Emerald Hills, CA 94062.
7. The Project was accepted as complete on: December 12, 2025.
8. The Project is located at: 880 University Avenue, Los Gatos, CA.

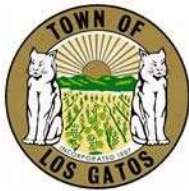
Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Town Manager

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER
GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*



TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS COMMENTS

To: Chris Constantin
From: Nicolle Burnham
Date: January 12, 2026
Subject: Notice of Acceptance

Acceptance of Work for the Vasona Oaks Storm Drainage Repair Project (Legacy CIP No. 25-816-0418;
New Project No. 4628316)

The work performed under this contract was inspected by authorized representatives of the Town, Contractor and Engineer, and determined to be complete. The Town Engineer acknowledges the completion of this project and requests the Town Manager to sign the Certificate of Acceptance form.

Date of Final Inspection: 12/12/2025

Project Participants: Kevin Selfridge, Saurabh Nijhawan, Gary Heap (Town of Los Gatos)
James G. McGrillen (Casey Construction Inc.)

1. All construction and punch list items have been completed? Yes
2. All change orders have been executed? N/A
3. Claims if any have been resolved? N/A

REVIEWED AND APPROVED BY:

Saurabh Nijhawan
SENIOR CIVIL ENGINEER

DATE: 01-12-26

Gary Heap
TOWN ENGINEER

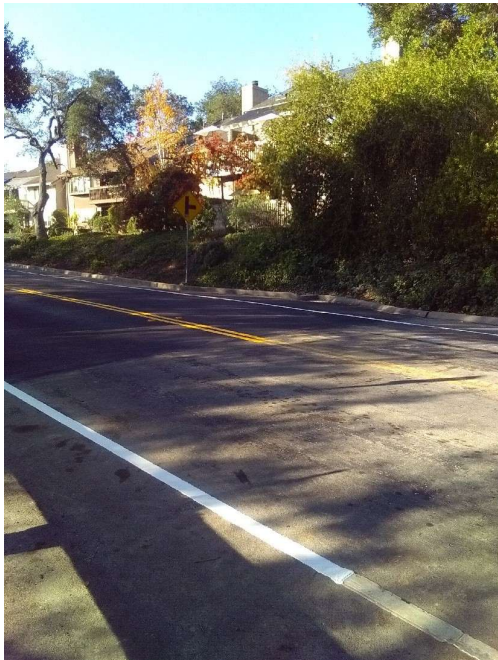
DATE: 1/12/2025

Nicolle Burnham
DIRECTOR OF PUBLIC WORKS

DATE: 1/29/2026



**TOWN OF LOS GATOS
PARKS AND PUBLIC WORKS COMMENTS**





**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO. 8.

ITEM NO: 8

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Authorize the Town Manager to Execute an Amendment to the Agreement with MBS Business Systems (MBS) to Remove the Table Specifying Annual Printer Replacement Costs While Maintaining the Total Not-to-Exceed Amount of \$260,540**

RECOMMENDATION: Authorize the Town Manager to execute an amendment to the agreement with MBS Business Systems (MBS) to remove the table specifying annual printer replacement costs while maintaining the total not-to-exceed amount of \$260,540.

FISCAL IMPACT:

This amendment has no fiscal impact. There are sufficient funds available to cover the cost of the amended agreement for the remainder of this fiscal year. Future contract years will be incorporated into the Town's proposed Budgets.

STRATEGIC PRIORITY:

This amendment supports the Town's top strategic priority by promoting prudent financial management and operational efficiency. By removing the rigid annual printer replacement schedule while maintaining the overall not-to-exceed amount of \$260,540, the Town can optimize expenditures based on actual needs rather than fixed timelines.

PREPARED BY: Jeffrey Cheung
Systems Administrator

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

PAGE 2 OF 2

SUBJECT: Authorize the Town Manager to Execute an Amendment to Execute Agreement
with MBS Business Systems

DATE: February 3, 2026

BACKGROUND:

The Town Council previously authorized a five-year agreement with MBS in 2024, for printer purchase, replacement, management, and maintenance services, not to exceed \$260,540. The agreement included a detailed table outlining anticipated annual replacement costs.

DISCUSSION:

Staff recommend amending the agreement to remove the annual cost breakdown table for printer replacements. This change will provide flexibility to adjust annual expenditure based on actual needs rather than adhering to a fixed schedule. The total not-to-exceed amount of \$260,540 will remain unchanged.

This amendment ensures that the Town can replace printers as needed, rather than following a predetermined plan, allowing for cost optimization and better alignment with operational requirements. Maintenance services and cooperative purchasing terms remain in effect.

CONCLUSION:

The amendment will allow the Town to manage printer replacements more efficiently while maintaining fiscal responsibility. Staff recommends that the Town Council authorize the Town Manager to execute this amendment.

COORDINATION:

The Finance Department, Town Attorney, Information Technology, and Town Manager's Office coordinated this report.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Proposed Amendment to Town MBS Agreement

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT amends that certain agreement titled Agreement for Consultant Services dated December 1, 2024 , made by and between the Town of Los Gatos, ("Town,") and MBS Business Systems (Monterey Bay Office Products, Inc) ("Consultant"), a Corporation.

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on December 1, 2024 , ("Agreement").
- B. The parties entered into a first amendment to Agreement for Consultant Services on December 19, 2025.
- C. The parties desire to amend the Agreement in order to remove the yearly breakdown plan.

AMENDMENT

- 1. Section 2.2 of the Agreement for Consultant Services, "Term and Time of Performance", is revised to read as follows: "This contract will remain in effect from December 1, 2024, to November 30, 2029. Consultant shall replace printers and provide maintenance as described in this agreement; total not to exceed \$260,540" and remove the remaining language.
- 2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Approved as to Consent:

By: _____
Chris Constantin, Town Manager

By: _____
MBS

Department Approval:

Sai Kim, Chief Technology Officer

Approved as to Form:

Gabrielle Whelan, Town Attorney

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on December 1, 2024, by and between the TOWN OF LOS GATOS, a California municipal corporation, ("Town") and MBS Business Systems (Monterey Bay Office Products, Inc), ("Consultant"), whose address is 325 Victor Street, Suite A, Salinas, CA 93907. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide multifunctional printer purchase, replacement, management, and maintenance services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal dated November 6, 2024, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from December 1, 2024, to November 30, 2029. Consultant shall perform the services described in this agreement as follows:

Year 1 (2024-2025)

Printers to replace 13

Total cost for replacements of \$53,112.49

Maintenance fees (entire fleet of printers) \$29,068.40

Year 2 (2025-2026)

Printers to replace 10

Total cost of replacement printers \$40,874.30

Maintenance fees (entire fleet of printers) \$26,302.14

Year 3 (2026-2027)

Printers to replace 13

Total cost of replacement printers \$37,469.47

Maintenance fees (entire fleet of printers) \$24,227.81

Year 4 (2027-2028)

Printers to replace NONE

Maintenance fees only \$24,227.81

Year 5 (2028-2029)

Printers to replace NONE

Maintenance fees only \$25,257.03

Total not to exceed \$260,540

- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$260,540.00**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 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

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor, he/she shall not obtain any rights to retirement benefits or other benefits that accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant 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, Consultant 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. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this

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

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

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

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

- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

- 4.3 Termination of Agreement. The Town and the Consultant 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 Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 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

MBS Business Systems
325 Victor Street, Ste. A
Salinas, CA 93907

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

- 4.7 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.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

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

Town of Los Gatos by:

Signed by:

Chris Constantin

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11/27/2024

Chris Constantin, Town Manager

Consultant, by:

Signed by:

Kellie Murphy

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11/21/2024

Recommended by:

DocuSigned by:

Sai Kim

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11/21/2024

Sai Kim, Chief Technology Officer

Kellie Murphy

President

Printed Name and Title

Approved as to Form:

Signed by:

Gabrielle Whelan

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11/25/2024

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

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11/27/2024

Wendy Wood, CMC, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO. 9.

ITEM NO: 9

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Adopt a Resolution Authorizing Banking Signature Authority for Designated Town Personnel**

RECOMMENDATION: Adopt a resolution authorizing the Town Manager, Assistant Town Manager, and Administrative Services Director to have banking signature authority on behalf of the Town

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

STRATEGIC PRIORITY:

This action supports the Strategic Priorities regarding prudent financial management by ensuring continuity of financial operations.

BACKGROUND:

The Town maintains several bank accounts for operational purposes, including payroll, accounts payable, and other financial transactions. Signature authority is required to execute checks, authorize electronic transfers, and perform other banking functions necessary for day-to-day operations.

Currently, banking signature authority is limited to the Finance Director. With the addition of the Administrative Services Director position and the retirement of the Finance Director, and to ensure continuity of operations and provide flexibility in financial management, staff recommend granting signature authority to the Town Manager, Assistant Town Manager, and

PREPARED BY: Kristina Alfaro
Administrative Services Director

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

PAGE 2 OF 2

SUBJECT: Adopt a Resolution Authorizing Banking Signature Authority for Designated
Town Personnel

DATE: February 3, 2026

the Administrative Services Director. This would result in the Town having three authorized signatories on the Town's banking accounts.

DISCUSSION:

Granting signature authority to the Town Manager, Assistant Town Manager, and Administrative Services Director will ensure operational efficiency by reducing delays in processing financial transactions.

The Town Manager, Assistant Town Manager, and Administrative Services Director will be subject to all existing internal control policies, including dual-signature requirements and transaction limits.

CONCLUSION:

Authorizing banking signature authority for the Town Manager, Assistant Town Manager, and Administrative Services Director will strengthen operational efficiency, ensure continuity in financial processes, and provide necessary redundancy for critical banking functions. This action aligns with best practices for internal controls and supports the organization's ability to manage financial transactions promptly and securely.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution

RESOLUTION 2026-**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS**

WHEREAS, the Town of Los Gatos maintains bank accounts for the purpose of conducting official Town business; and

WHEREAS, it is necessary to designate an authorize signatories to execute transactions on behalf of the Town; and

WHEREAS, the Town Manager, Assistant Town Manager, and the Administrative Services Director are responsible for overseeing town operations, financial operations and ensuring compliance with applicable laws and regulations;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows: authorizes the Town Manager, Assistant Town Manager, and Administrative Services Director to have full signing authority on all Town bank accounts, including but not limited to the ability to sign checks, authorize electronic transfers, and execute other banking transactions necessary for the efficient operation of Town business.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd of February, 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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 10

ITEM NO. 10.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Adopt a Resolution to Approve a Fourth Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Attorney and Authorize the Mayor to Execute the Amendment; Modify the Management Salary Schedule to Reflect the New Salary of \$310,000; and Authorize a Budget Adjustment in the Amount of \$24,195 from Available General Fund Unassigned Balance**

RECOMMENDATION: Adopt a resolution approving the fourth amendment to the Employment Agreement between the Town of Los Gatos and the Town Attorney; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary for the Town Attorney of \$310,000 (Attachment 3); and authorize a Budget Expenditure Adjustment in the total amount of \$24,195 that includes a \$17,419 merit increase and \$6,776 for costs associated with payroll, retirement and taxes from a General Fund unassigned fund balance.

FISCAL IMPACT:

Funding to support the Town Attorney's salary and benefits is authorized in the annual budget each fiscal year along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$24,195. The requested budget adjustment is funded from available General Fund unassigned balance and additional salary and benefit cost for Fiscal Year (FY) 2025/26 will be reflected in fund and account number 111-1301-51111. Funding for the ongoing costs each year will be incorporated into the proposed future year budgets for Council approval.

PREPARED BY: Vilcia Rodriguez
Human Resources Division Manager

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

PAGE 2 OF 3

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager

DATE: February 3, 2026

STRATEGIC PRIORITY:

This item is not associated directly with a specific strategic priority; however, it aligns with the Town's Core Goal of Good Governance.

BACKGROUND:

As an appointee of the Town Council, the Town Attorney is employed under an Employment Agreement (Attachment 4) specifying the terms and conditions of employment. The terms and conditions of employees include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Council reviews the Town Attorney's performance and compensation annually through a performance evaluation. In accordance with the agreement terms for Town Attorney Gabrielle Whelan, the Town Council completed the evaluation for the period of November 2024 through November 2025.

Based upon the completion of a satisfactory performance review, the Town Council authorized a merit increase retroactive to November 23, 2025. This would be equivalent to \$310,000 annually.

CONCLUSION:

Based upon the completion of a satisfactory performance review in Closed Session, it is recommended that the Town Council adopt a resolution approving the fourth amendment to the Employment Agreement between the Town of Los Gatos and the Town Attorney; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary for the Town Attorney of \$310,000 (Attachment 3); and authorize a Budget Expenditure Adjustment in the total amount of \$24,195 that includes a \$17,419 merit increase and \$6,776 for costs associated with payroll, retirement and taxes from a General Fund unassigned fund balance.

ENVIRONMENTAL ASSESSMENT:

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

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of
Los Gatos and the Town Manager

DATE: February 3, 2026

Attachments:

1. Resolution
2. Fourth Amendment to the Employment Agreement – Town Attorney (Exhibit A)
3. Salary Schedule for Town Council and Management
4. Employment Agreement - Town Attorney

RESOLUTION 2026 -xxxx
RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, the Town of Los Gatos ("Town") and Town Attorney ("Attorney") entered into an Employment Agreement dated April 21, 2022 ("Agreement"), appointing the Attorney as the Town Attorney effective May 16, 2022; and

WHEREAS, the Town Council has conducted a performance evaluation of the Attorney and has deemed that Attorney has performed satisfactorily; and

WHEREAS, the parties desire to amend the Agreement to increase the Town Attorney's compensation.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby approve the Agreement as amended to incorporate changes to compensation to reflect an annual base salary of Three Hundred Ten Thousand Dollars (\$310,000.00) annually as reflected in the fourth amendment (Exhibit A) to the Agreement.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of February 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

AMENDMENT NO. 4 TO TOWN ATTORNEY EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 4 ("Amendment") is made and entered into this 3rd day of February, 2026, by and between the TOWN OF LOS GATOS, a municipal corporation in the State of California ("TOWN"), and GABRIELLE WHELAN ("ATTORNEY").

RECITALS

A. WHEREAS, the TOWN and ATTORNEY entered into an Employment Agreement dated April 21, 2022 ("Agreement"), appointing ATTORNEY as Town Attorney effective May 16, 2022; and

C. WHEREAS, the Town Council has conducted a performance evaluation of the ATTORNEY and has deemed that ATTORNEY has performed satisfactorily; and

D. WHEREAS, the parties desire to amend the Agreement to increase the Town Attorney's compensation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. AMENDMENT TO SECTION 2 (SALARY) Section 2.A of the Agreement is hereby amended in its entirety to read as follows:

"**A. Salary.** TOWN agrees to pay ATTORNEY for services rendered in the amount of Three Hundred Ten Thousand Dollars (\$310,000.00) annually, payable in installments at the same time as other employees of TOWN are paid. This salary adjustment shall become effective November 23, 2025."

SECTION 2. RATIFICATION OF AGREEMENT Except as expressly amended by this Amendment No. 4, all other terms, conditions, and provisions of the Agreement dated April 21, 2022, shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE This Amendment shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 as of the date first written above.

TOWN OF LOS GATOS

_____ Mayor

ATTORNEY

_____ Gabrielle Whelan

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2025/26
Effective February 3, 2026*

ITEM NO. 10.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2900	Administrative Services Director	\$ 204,030	\$ 275,441
2803	Assistant Director	\$ 173,040	\$ 233,604
2110	Assistant Town Manager	\$ 208,663	\$ 281,694
2420	Chief Building Official	\$ 151,804	\$ 204,935
2400	Community Development Director	\$ 194,315	\$ 262,325
2180	Community Outreach Coordinator	\$ 104,815	\$ 141,500
2209	Deputy Town Manager	\$ 159,650	\$ 215,528
2130	Economic Vitality Manager	\$ 144,487	\$ 195,058
2315	Finance and Accounting Manager	\$ 151,804	\$ 204,935
2310	Finance and Budget Manager	\$ 151,804	\$ 204,935
2300	Director	\$ 189,581	\$ 255,934
2900	Information Technology Manager	\$ 151,804	\$ 204,935
2820	Division Manager	\$ 151,803	\$ 204,935
2600	Parks & Public Works Director	\$ 194,315	\$ 262,325
2645	Parks & Public Works Operations Manager	\$ 130,899	\$ 176,714
2630	Parks & Public Works Superintendent	\$ 151,804	\$ 204,935
2412	Planning Manager	\$ 151,804	\$ 204,935
2510	Police Captain	\$ 185,701	\$ 250,697
2500	Police Chief	\$ 214,067	\$ 288,991
2545	Police Records & Communication Manager	\$ 140,963	\$ 190,300
2140	Senior Administrative Analyst	\$ 112,873	\$ 152,379
2650	Senior Civil Engineer	\$ 144,487	\$ 195,058
2000	Town Attorney - Council Appointed (Effective 11/24/25)		\$ 310,000
2190	Town Clerk	\$ 151,804	\$ 204,935
2615	Town Engineer	\$ 167,562	\$ 226,208
2100	Town Manager - Council Appointed (Effective 2/15/2026)		\$ 366,000
2655	Transportation & Mobility Manager		\$ 184,758
2905	Urban Forest Manager	\$ 130,899	\$ 176,714
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per	

*** Except for Town Attorney, Town Manager and Town Council as noted.**

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3% (5% for 2500; and 5% for 2510)

TOWN ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into the ____ day of April 2022, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Gabrielle Whelan ("ATTORNEY").

RECITALS

A. The Town Council of the Town of Los Gatos desires to appoint Gabrielle Whelan to the position of Town Attorney of the Town of Los Gatos on May 16, 2022.

B. It is the desire of the Town Council to establish the terms and conditions of employment of Gabrielle Whelan as Town Attorney of the Town of Los Gatos, including the duties, salary, and benefits of employment.

C. Gabrielle Whelan desires to accept employment as Town Attorney of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION I. DUTIES AND RESPONSIBILITIES:

A. **Appointment as Town Attorney.** TOWN hereby agrees to employ ATTORNEY in the capacity of Town Attorney for TOWN during the term of this Agreement. ATTORNEY will perform the functions and duties specified in Section 2.30.505 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate. Legal services shall include, but not be limited to, the preparation and review of ordinances, resolutions, agreements, and contracts; legal research; attendance at Town Council meetings and other meetings upon request (such as high profile Planning Commission meetings); rendering of legal opinions to the Town Council and Town Manager; representation of the Town, members of the Town Council and other Town officers and employees in claims and litigation filed by or against the Town, except those that the Town Attorney or Town Council determine should be handled by outside counsel; and such other legal services as may be directed by Town Council or Town Manager. Consistent with other demands of the office, Attorney will use best efforts to handle general municipal and land use litigation herself to reduce costs of outside counsel.

B. **Exclusive Employment.** During the term of this Agreement, ATTORNEY shall be in the exclusive employ of TOWN; provided, however, that the term "exclusive employ" shall not prohibit future part-time employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. "Appropriate prior knowledge and approval of the Town Council" shall mean that ATTORNEY shall give four (4) weeks written notice to the Town Council prior to accepting part-time employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time employment. Such part-time employment shall not in any way conflict in time or interest with ATTORNEY's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time outside employment and its determination to grant or deny part-time outside employment shall be final.

SECTION 2. SALARY:

A. **Initial Salary.** TOWN agrees to pay ATTORNEY for her services rendered in the amount of \$249,900 annually, payable in installments at the same time as other employees of TOWN are paid.

B. **Performance Evaluations.** The Town Council shall evaluate the ATTORNEY's performance on or before November 30, 2022, and in November annually thereafter.

C. **Salary Increases.** Should the Town Council, upon completion of its review of ATTORNEY's performance pursuant to this Agreement, determine that ATTORNEY has met its performance expectations; the Town Council shall increase ATTORNEY's compensation at least consistent with compensation increases granted by Town Council to other Town Management (At-Will/Unrepresented) Employees. ATTORNEY understands and agrees that she has no entitlement to an increase in compensation. Any decision to increase ATTORNEY's compensation shall be retroactive to the beginning of the pay period immediately preceding the evaluation conducted in accordance with Section 2(B) above.

SECTION 3. BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2% at 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to ATTORNEY. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which ATTORNEY has accrued and is owed or attributable to ATTORNEY as of the date of this Agreement, all of which shall remain accrued, owing, and attributable to ATTORNEY until used or redeemed by ATTORNEY.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. **Regular Hours.** ATTORNEY's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at Town Council and other meetings. ATTORNEY shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek.

B. **Administrative Leave.** It is recognized that ATTORNEY must devote a great deal of her time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, ATTORNEY shall be entitled to administrative leave in an equivalent amount to that granted Town Management (At-Will/Unrepresented) Employees, which the parties agree is five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem administrative leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

C. **Personal Leave.** ATTORNEY shall be entitled to personal leave in the amount of five (5) days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

D. Vacation Leave. ATTORNEY shall be entitled to vacation leave in the amount of 25 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

E. Sick Leave. ATTORNEY shall be entitled to sick leave in the amount of 12 days per year. ATTORNEY shall be entitled to accrue, use or redeem personal leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council.

F. Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits. ATTORNEY shall be entitled to mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors.

SECTION 5. TECHNOLOGY:

A. Technology. TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist ATTORNEY in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the property of the TOWN.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. TOWN agrees to pay the professional dues and subscriptions of ATTORNEY necessary for her continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for her continued professional participation, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations.

B. Professional Development. TOWN agrees that attendance at State Bar Association, Santa Clara County Bar Association, League of California Cities (Attorneys Department), the Bay Area City Attorneys Association, Santa Clara County City Attorneys Association, and other professional development activities is both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of ATTORNEY for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes, and seminars necessary to continue the professional development of ATTORNEY, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations.

C. Executive Expenses. TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by ATTORNEY and hereby agrees to reimburse such expenses upon presentation of a receipt and submission of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject any policies and guidelines the Town Council may impose.

SECTION 7. TERM: TERMINATION:

A. **Term of Agreement.** This Agreement shall commence upon execution by the parties and become effective May 16, 2022 and extend indefinitely until terminated as provided hereinafter.

B. **At-Will Employment.** ATTORNEY's employment with the Town is "at-will" and ATTORNEY serves at the pleasure of the Town Council. As such, a majority of the Town Council may terminate ATTORNEY's employment at any time, with or without cause pursuant to the provisions in this agreement.

C. **Termination Without Cause.** In the event that TOWN terminates ATTORNEY's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay ATTORNEY a cash payment equal to six (6) months of the ATTORNEY's then current salary and any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following such six (6) month period, ATTORNEY retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at ATTORNEY's own and sole expense pursuant to the terms of COBRA. ATTORNEY shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the ATTORNEY.

D. **Termination With Cause.** The TOWN may terminate ATTORNEY's employment hereunder at any time for cause. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following: (i) a gross or habitual failure to perform the functions and duties of the Town ATTORNEY or any other obligations *as* required by the terms of this Agreement; (ii) Any other intentional or grossly negligent action or inaction by ATTORNEY that materially and substantially: (A) impedes or disrupts the operations of the TOWN or its organizational units; (B) is detrimental to employee or public safety; or (C) violates properly established rules or procedures of the Town causing a material and substantial adverse effect on the TOWN's interests as clearly defined and delineated by properly established Town Council action taken by the Town Council as a body, policy, regulations or ordinances of the TOWN; (iii) That ATTORNEY has been willfully and intentionally absent without leave, or has willfully and intentionally failed to report after leave of absence has expired; (iv) That ATTORNEY has willfully failed or refused to appear in obedience to lawful process or order of the Town Council or to answer questions under oath, before the TOWN Council or before a duly authorized committee of Congress of the United States or of the Legislature of the State of California, or a committee or subcommittee of said Congress or Legislature, or before any authorized court, office or tribunal, or before a Grand Jury, on any subject relating to (I) matters connected with the conduct of official business of the TOWN or of any division, department, board or commission thereof, or (2) any of the matters set forth in sections 1028 and 1028.1 of the Government Code of the State of California; or (v) That ATTORNEY has been convicted of a misdemeanor involving a crime of moral turpitude or a felony, or entry of a plea of nolo contendere with regard to a misdemeanor involving a crime of moral turpitude or a felony.

E. **Voluntary Resignation.** ATTORNEY may voluntarily resign her position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No lump sum cash payment or other severance pay shall be due ATTORNEY upon any voluntary resignation.

F. **Termination Based on Disability or Death.** In the event ATTORNEY permanently disabled, as determined by ATTORNEY's duly licensed physician, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. **Limitation on Obligation.** Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under this agreement if ATTORNEY is terminated in the event ATTORNEY is convicted of a crime involving an abuse of her office or position. Any paid leave salary offered by TOWN to ATTORNEY pending an investigation shall be fully reimbursed by ATTORNEY if ATTORNEY is convicted of a crime involving an abuse of her office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part I of the California Penal Code.

SECTION 8. **GENERAL PROVISIONS:**

A. **Entire Agreement.** This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. **Indemnification.** TOWN agrees to defend, hold harmless and indemnify ATTORNEY against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of ATTORNEY's duties. TOWN, at its direction, is not required to indemnify ATTORNEY for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by ATTORNEY.

C. **Bonding Requirements.** TOWN shall bear full cost of the Fidelity Bond required of ATTORNEY under any law or ordinance.

D. **Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and ATTORNEY and their respective successors, assigns, heirs and executors, except that ATTORNEY may not assign this Agreement or delegate any of her obligations hereunder and may only assign her rights hereunder with the prior written consent of TOWN.

E. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. **Notices.** Any notice required under this Agreement shall be in writing, shall be sent by personal delivery, courier or first class mail, return receipt requested, and shall be deemed effective upon receipt.

G. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

H. **Attorney's Fees.** In the event of any dispute between the parties hereto relating to or arising out of this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs, in addition to any other relief it may receive.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested to by its Town Clerk, and the ATTORNEY has signed and executed this Agreement the day and year first above written.

ATTORNEY:

TOWN OF LOS GATOS:

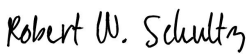
DocuSigned by:
 4/14/2022
86F60A7912C8444

Gabrielle Whelan

DocuSigned by:
 4/20/2022
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Robert Rennie, Mayor

Approved As To Form:

DocuSigned by:
 4/18/2022
2EF0838555B744C

Robert Schultz, Interim Town Attorney

Attest:

DocuSigned by:
 4/21/2022
B9666E65B1F34E6

Shelley Neis, MMC, CPMC, Town Clerk



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 11

ITEM NO. 11.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Adopt a Resolution to Approve the First Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager and Authorize the Mayor to Execute the Amendment; Modify the Management Salary Schedule to Reflect a New Salary of \$366,000; and Authorize a Budget Adjustment in the Amount of \$19,766 funded from Available General Fund Unassigned Fund Balance**

RECOMMENDATION: Adopt a resolution approving the first amendment to the Employment Agreement between the Town of Los Gatos and the Town Manager; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary of \$366,000 for the Town Manager; and authorize a Budget Expenditure Adjustment in the total amount of \$19,766 which includes a \$14,230 merit increase and \$5,536 for costs associated with payroll, retirement and taxes from the Available General Fund unassigned balance.

FISCAL IMPACT:

Funding to support the Town Manager's salary and benefits is authorized in the annual budget each fiscal year, along with all other Town employee compensation and benefits. The anticipated fiscal impact for the remainder of the fiscal year is \$19,766 prorated to February 15, 2026, effective date through the remainder of the fiscal year. The requested budget adjustment will be funded from the available General Fund unassigned balance, and additional salary and benefits costs for Fiscal Year (FY) 2025/26 will be reflected in fund and account number 111-2101-51111. Funding for the ongoing costs each year will be incorporated into the proposed future year budgets for Council approval.

PREPARED BY: Vilcia Rodriguez
Human Resources Division Manager

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

PAGE 2 OF 3

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of Los Gatos and the Town Manager

DATE: February 3, 2026

STRATEGIC PRIORITY:

This item is not associated directly with a specific strategic priority; however, it aligns with the Town's Core Goal of Good Governance.

BACKGROUND:

As an appointee of the Town Council, the Town Manager is employed under an Employment Agreement (Attachment 4) specifying the terms and conditions of employment. The terms and conditions of employees include items such as base pay, basic and optional benefits, covered expenses, parameters for an annual performance review, and conditions for termination/severability. Senate Bill 1436 requires an oral summary at a Council meeting when a recommendation is made related to modifying the salary, salary schedule, or fringe benefits of any person employed under an Employment Agreement with a local agency.

DISCUSSION:

As outlined in the Employment Agreement, the Town Council reviews the Town Manager's performance and compensation annually through a performance evaluation. In accordance with the agreement terms for Town Manager, Chris Constantin, the Town Council completed the evaluation for the period of November 2024 through November 2025.

Based upon the completion of a satisfactory performance review, the Town Council authorized an eleven-point twenty-five percent (11.25%) merit increase effective February 15, 2026, equivalent to \$366,000 annually, and an increase in management leave hours from 40 to 80 hours. The Council further approved establishing the January 1, 2026 rate as the baseline for benefit costs; any future rate adjustments must be negotiated with the Town Council. These changes are reflected in the first amendment to the employment agreement along with authorizing additional activities under Section 1.E ("Other Activities") and correcting a clerical error.

CONCLUSION:

Based upon the completion of a satisfactory performance review in Closed Session, it is recommended that the Town Council adopt a resolution approving the first amendment to the Employment Agreement between the Town of Los Gatos and the Town Manager; authorize the Mayor to execute the agreement; modify the Management Salary Schedule to reflect the new salary of \$366,000 for the Town Manager; and authorize a Budget Expenditure Adjustment in the total amount of \$19,766 which includes a \$14,230 merit increase and \$5,536 for costs

SUBJECT: Approve an Amendment to the Employment Agreement Between the Town of
Los Gatos and the Town Manager

DATE: February 3, 2026

associated with payroll, retirement and taxes from the Available General Fund unassigned
balance.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Resolution
2. First Amendment to the Employment Agreement – Town Manager
3. Salary Schedule for Town Council and Management
4. Employment Agreement - Town Manager

RESOLUTION 2026 -xxxx
RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS

WHEREAS, the Town Manager Chris Constantin ("Manager") and the Town of Los Gatos ("Town") entered into an Employment Agreement dated August 22, 2024 ("Agreement"), appointing the Manager as the Town Manager effective November 4, 2024; and

WHEREAS, the Manager has completed his first year of service to the Town; and

WHEREAS, the Town Council has conducted a performance evaluation of the Manager and has deemed that the Manager has performed well and exceeded the Town Council's expectations; and

WHEREAS, the parties desire to amend the Agreement to reflect changes regarding duties, compensation, benefits contributions, and termination protocols, pursuant to Section 8.F of the Agreement.

WHEREAS, Section 2.30.270 of the Los Gatos Municipal Code provides that the Town Manager shall receive compensation as determined by the Town Council and be fixed by resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Los Gatos does hereby approve the Agreement as amended to incorporate changes to compensation to reflect a an annual base salary of Three Hundred Sixty-Six Thousand Dollars (\$366,000.00) and management leave in an equivalent amount to ten (10) days per calendar year, and other terms and conditions of employment, as reflected in the first amendment (Exhibit A) to the Agreement.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 3rd day of February 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

AMENDMENT NO. 1 TO TOWN MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into this 3rd day of February 2026, by and between the TOWN OF LOS GATOS, a municipal corporation in the State of California ("TOWN"), and CHRIS CONSTANTIN ("MANAGER").

RECITALS

A. WHEREAS, the TOWN and MANAGER entered into an Employment Agreement dated August 22, 2024 ("Agreement"), appointing MANAGER as Town Manager effective November 4, 2024; and

B. WHEREAS, MANAGER has completed his first year of service to the TOWN; and

C. WHEREAS, the Town Council has conducted a performance evaluation of the MANAGER and has deemed that MANAGER has performed well and exceeded the Town Council's expectations; and

D. WHEREAS, the parties desire to amend the Agreement to reflect changes regarding duties, compensation, benefits contributions, and termination protocols, pursuant to Section 8.F of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. AMENDMENT TO SECTION 1 (DUTIES AND RESPONSIBILITIES)

Section 1.E ("Other Activities") of the Agreement is hereby amended to add the following provision to the end of the section providing additional clarity to the definition of Other Activities:

"Notwithstanding the foregoing, TOWN explicitly consents to MANAGER engaging in authorship, publishing, and public speaking activities related to MANAGER's personal literary works, provided such activities are conducted outside of normal TOWN business hours."

SECTION 2. AMENDMENT TO SECTION 2 (SALARY) Section 2.A of the Agreement is hereby amended in its entirety to read as follows:

"A. Salary. TOWN agrees to pay MANAGER for services rendered in the amount of Three Hundred Sixty-Six Thousand Dollars (\$366,000.00) annually, payable in installments at the same time as other employees of TOWN are paid. This salary adjustment shall become effective February 15, 2026.

Waiver of Retroactivity. In consideration of the benefit enhancements contained within this Amendment, MANAGER explicitly waives any claim to retroactive salary

compensation for the period between November 4, 2025, anniversary date, and February 15, 2026.

SECTION 3. AMENDMENT TO SECTION 4 (HOURS OF WORK AND LEAVE BENEFITS)

A. Section 4.B ("Management Leave") of the Agreement is hereby amended in its entirety to read as follows:

"B. Management Leave. It is recognized that MANAGER must devote a great deal of their time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, MANAGER shall be entitled to management leave in an equivalent amount to ten (10) days per calendar year, granted in December of each year for the following year and beginning retroactively for December 2025. MANAGER shall be entitled to accrue, use or redeem management leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to time by action of the Town Council."

B. Section 4.G ("Medical, Dental, and Vision Insurance") of the Agreement is hereby amended in its entirety to read as follows:

"G. Medical, Dental, and Vision Insurance. The Town shall continue to provide MANAGER medical, dental, and vision insurance. Notwithstanding any other provision or Town policy, the MANAGER's employee contribution rate for said medical, dental, and vision insurance shall be set and fixed as specified on January 1, 2026. Any future adjustments to these contribution rates or benefit levels shall only be made through mutual negotiation and written agreement between the TOWN and MANAGER."

SECTION 4. AMENDMENT TO SECTION 7 (TERMINATION)

A. The definition of "Financial mismanagement" found in Section 7.D ("Termination With Cause") of the Agreement is hereby amended to correct a clerical error and shall read as follows:

"b. Financial mismanagement. Management that involves deliberate mishandling in a manner that can be characterized as grossly negligent or incompetent and that will materially reflect negatively upon the financial standing of the Town."

SECTION 5. RATIFICATION OF AGREEMENT Except as expressly amended by this Amendment No. 1, all other terms, conditions, and provisions of the Agreement dated August 22, 2024, shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE This Amendment shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

TOWN OF LOS GATOS

_____ Mayor

MANAGER

_____ Chris Constantin

APPROVED AS TO FORM:

_____ Town Attorney

Town of Los Gatos Town Council and Management Classifications
Salary Schedule for Fiscal Year 2025/26
Effective February 3, 2026*

ITEM NO. 11.

Class Code	Classification Title	Annual Salary Minimum	Annual Salary Maximum
2900	Administrative Services Director	\$ 204,030	\$ 275,441
2803	Assistant Director	\$ 173,040	\$ 233,604
2110	Assistant Town Manager	\$ 208,663	\$ 281,694
2420	Chief Building Official	\$ 151,804	\$ 204,935
2400	Community Development Director	\$ 194,315	\$ 262,325
2180	Community Outreach Coordinator	\$ 104,815	\$ 141,500
2209	Deputy Town Manager	\$ 159,650	\$ 215,528
2130	Economic Vitality Manager	\$ 144,487	\$ 195,058
2315	Finance and Accounting Manager	\$ 151,804	\$ 204,935
2310	Finance and Budget Manager	\$ 151,804	\$ 204,935
2300	Director	\$ 189,581	\$ 255,934
2900	Information Technology Manager	\$ 151,804	\$ 204,935
2820	Division Manager	\$ 151,803	\$ 204,935
2600	Parks & Public Works Director	\$ 194,315	\$ 262,325
2645	Parks & Public Works Operations Manager	\$ 130,899	\$ 176,714
2630	Parks & Public Works Superintendent	\$ 151,804	\$ 204,935
2412	Planning Manager	\$ 151,804	\$ 204,935
2510	Police Captain	\$ 185,701	\$ 250,697
2500	Police Chief	\$ 214,067	\$ 288,991
2545	Police Records & Communication Manager	\$ 140,963	\$ 190,300
2140	Senior Administrative Analyst	\$ 112,873	\$ 152,379
2650	Senior Civil Engineer	\$ 144,487	\$ 195,058
2000	Town Attorney - Council Appointed (Effective 11/24/25)		\$ 310,000
2190	Town Clerk	\$ 151,804	\$ 204,935
2615	Town Engineer	\$ 167,562	\$ 226,208
2100	Town Manager - Council Appointed (Effective 2/15/2026)		\$ 366,000
2655	Transportation & Mobility Manager		\$ 184,758
2905	Urban Forest Manager	\$ 130,899	\$ 176,714
1000	Town Council (Effective 1/1/19 Pursuant to Ordinance Adopted by Town Council on 2/6/18)	\$570 Stipend per month, for a total compensation of \$6,840 per	

*** Except for Town Attorney, Town Manager and Town Council as noted.**

Management salaries reflect a spread of 35% to the top of the range.

Reflects a General Increase of 3% (5% for 2500; and 5% for 2510)

TOWN MANAGER EMPLOYMENT AGREEMENT BETWEEN TOWN OF LOS GATOS AND CHRIS CONSTANTIN

This Agreement made and entered into the 21st day of August, 2024, by and between the Town of Los Gatos, a municipal corporation in the State of California ("TOWN"), and Chris Constantin ("MANAGER").

RECITALS

A. The Town Council of the Town of Los Gatos desires to appoint Chris Constantin to the position of Town Manager of the Town of Los Gatos on November 4, 2024.

B. It is the desire of the Town Council to establish the terms and conditions of employment of Chris Constantin as Town Manager of the Town of Los Gatos, including the duties, salary and benefits of employment.

C. Chris Constantin desires to accept employment as Town Manager of the Town of Los Gatos under the terms set forth herein.

NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and subject to all the terms and conditions hereof, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES:

A. Appointment as Town Manager. TOWN hereby agrees to employ MANAGER in the capacity of Town Manager for TOWN during the term of this Agreement. MANAGER will perform the functions and duties specified in Section 2.30.295 of the Los Gatos Municipal Code for this position and perform such other legally permissible and proper duties and functions as the Town Council may from time to time assign or delegate.

B. Work Schedule. It is recognized that MANAGER is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and is expected to devote a great deal of time both during and outside the normal office hours to the business of the TOWN. MANAGER acknowledges that proper performance of the duties of MANAGER will require the MANAGER to generally be accessible during normal and outside normal business hours and will also often require the performance of necessary services outside of normal business hours. MANAGER will be responsible to set their work schedule and will ensure accessibility when not physically present during normal business hours. Notwithstanding the foregoing, the TOWN will permit MANAGER such reasonable "time off" as is customary for exempt employees of the TOWN, so long as the time off does not interfere with normal business. MANAGER's compensation (whether salary or benefits or other allowances) is not based on hours worked, and MANAGER shall not be entitled to any compensation for overtime unless otherwise permitted by law in the case of reimbursement from a federal agency. While the MANAGER will remain reasonably available outside normal working hours and during "time off", non-normal working hours and time off shall not be considered TOWN working time unless such time is a TOWN

event, TOWN community event, or performing TOWN work where the MANAGER is attending or performing in their official capacity.

C. Exclusive Employment. During the term of this Agreement, MANAGER shall be in the exclusive employ of the TOWN; provided, however that the term "exclusive employ" shall not prohibit future part-time, compensated employment which the Employee may desire to accept with appropriate prior knowledge and approval of the Town Council. Additionally, "exclusive employ" shall not include activities specified under Section D and E of this Agreement. "Appropriate prior knowledge and approval of the Town Council" shall mean that MANAGER shall give four (4) weeks written notice to the Town Council prior to accepting part-time, compensated employment and approval of the Town Council shall be deemed given unless any Town Council member states in writing that they desire a closed session to discuss the part-time, compensated employment. Such part-time, compensated employment shall not in any way conflict in time or interest with MANAGER's responsibilities to TOWN. Town Council shall have uncontrolled discretion in granting part-time, compensated outside employment and its determination to grant or deny part-time outside employment shall be final.

D. Other Business Activities. MANAGER shall focus their professional time, ability, and attention to TOWN business during the term of this Agreement. MANAGER shall not engage in other business activity, without the express prior written consent of the Town Council, that is competitive or may be a conflict-of-interest with the TOWN, or that otherwise interferes with the business or operation of TOWN or the satisfactory performance of MANAGER's duties. Nothing in this Agreement shall abridge the MANAGER's ability to participate in activity outside normal TOWN business hours when such activity is not competitive, a conflict of interest, or impairing the MANAGER's ability to perform their TOWN duties, including but not limited to, volunteer reserve police officer duty and participating in religious activity.

E. Other Activities. Without materially impacting their primary focus on TOWN business, the MANAGER may continue their academic, teaching, and professional development activity which provides a reasonable benefit to the TOWN and the public administration profession. However, the MANAGER will evaluate interference to TOWN business as identified by the Town Council and consider ceasing and/or modifying such activity when the impact outweighs the benefit.

F. Town Documents. The MANAGER will have access to and develop TOWN documents in furtherance of TOWN business, including but not limited to data, studies, reports, computer data and other documents. All data, studies, reports and other documents prepared by TOWN while performing their duties during the term of this Agreement shall be furnished to and become the property of the TOWN, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the MANAGER in connection with the performance of this Agreement shall be held confidential by MANAGER to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by MANAGER, without the prior written consent of the Town Council, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of

competent jurisdiction. Nothing in this section shall abridge the MANAGER's use and ownership of any material, documents, ideas, or other intellectual property developed, authored, or created on their own time outside of TOWN working hours on non-TOWN owned equipment.

G. Town Council Commitments. Except for the purpose of inquiry, the Town Council and its members shall deal with all subordinate Town employees, officers, contracts, and consultants through the MANAGER or the MANAGER'S designee, and neither the Town Council nor any member thereof shall give direction to any subordinate of the MANAGER, either publicly or privately. No member of the Town Council will order the appointment or removal of any person to any office or employment under the supervision and control of the MANAGER. Neither the Town Council nor any of its members shall interfere with the execution of the powers and duties of the Town Manager, as specified in the Town Code, this Agreement, or any other lawfully adopted and authorized document.

SECTION 2. SALARY:

A. Initial Salary. TOWN agrees to pay MANAGER for their services rendered in the amount of \$329,000 annually, payable in installments at the same time as other employees of TOWN are paid.

B. Performance Evaluation. The performance review and evaluation process set forth herein is intended to provide review and feedback to MANAGER so as to facilitate a more effective management of the TOWN.

- 1. Annual Evaluation.** Town Council shall review and evaluate the performance of MANAGER annually on or about the one (1) year anniversary of MANAGER's start date and every year thereafter. The Town Council and MANAGER shall mutually agree on the criteria, metrics, and/or expectations used to evaluate the MANAGER. It shall be the obligation of MANAGER and/or the Town Clerk to notify Town Council of the need to conduct the evaluation required by this Section.
- 2. Development and Mentoring.** Town Council will support the continuous development and mentoring of the MANAGER to stay current on local government matters, enhance knowledge, skills, and abilities to effectively manage TOWN operations, and will annually budget the resources necessary to further this objective. Such development and mentoring shall include funding for training and business expenses provided for in Section 6 of this Agreement.
- 3. Written Summary.** Town Council and MANAGER agree to jointly prepare a written summary of each performance evaluation of MANAGER, and to include the same in their personnel file within two (2) weeks following conclusion of the review and evaluation process. Town Council shall schedule at least one (1) closed personnel session with MANAGER to deliver and discuss the evaluation.

C. Salary Increases. Should the Town Council, upon completion of its annual review of MANAGER's performance pursuant to this Agreement, determine that MANAGER has met its

performance expectations; the Town Council may increase MANAGER's compensation. In addition, in the event that the Town Council grants a cost of living increase or performance-based increase to their at-will management employees, the Town Council will not unreasonably withhold those increases from MANAGER. However, MANAGER understands and agrees that they have no entitlement to an increase in compensation.

D. Discretionary Manager Retention Payment. Town Council agrees to consider whether to afford MANAGER a performance-based employee retention payment up to a maximum of Fifteen Thousand Dollars (\$15,000.00). The determination of whether, and in what amount (up to the maximum noted herein), to afford an employee retention payment shall be in the sole and unfettered discretion of the Town Council and shall not be the subject of any right of appeal or review.

SECTION 3. RETIREMENT BENEFITS:

All provisions of the Town Code and regulations and rules of Town relating to vacation and sick leave, medical, dental, vision, retirement (2 @ 60 formula, 36-month highest average salary) and pension system contributions, holidays, cash out provisions, and other fringe benefits and working conditions pertaining to Town Management (At-Will/Unrepresented) Employees as they now exist or hereafter may be amended, except as otherwise set forth herein, also shall apply to MANAGER. Nothing in this Agreement shall affect any vacation, personal leave, administrative leave, sick time, pension system contributions or accruals, or other benefits which MANAGER has accrued and is owed or attributable to MANAGER as of the date of this Agreement, any of which shall remain accrued, owing, and attributable to MANAGER until used or redeemed by MANAGER.

MANAGER shall be eligible to participate in the Town's Deferred Compensation program provided to all full-time employees, subject to the terms and conditions in the Town's Personnel Rules, as may be amended from time to time. As of the Effective Date of this Agreement, the Town will match MANAGER's deferred compensation contributions dollar for dollar up to the applicable limits specified in Internal Revenue Code Section 457.

SECTION 4. HOURS OF WORK AND LEAVE BENEFITS:

A. Regular Hours. As specified in Section 1.B of this Agreement, MANAGER's duties may involve expenditures of time in excess of the typical full-time hours per week and may also include time outside normal office hours such as attendance at Town Council and other meetings. MANAGER shall not be entitled to additional compensation for any work performed in excess of the TOWN's regular workweek unless otherwise permitted by law in the case of reimbursement from a federal agency.

B. Management Leave. It is recognized that MANAGER must devote a great deal of their time outside normal office hours without benefit of paid overtime in the conduct of TOWN business, and, to that end, MANAGER shall be entitled to management leave in an equivalent amount to five (5) days per calendar year, granted in December of each year for the following year. MANAGER shall be entitled to accrue, use or redeem management leave in whatever manner is permitted pursuant to Town policy, as same may be amended from time to

time by action of the Town Council.

C. Personal Leave. MANAGER shall be entitled to personal leave in the amount of six (6) days per year. MANAGER shall be entitled to accrue, use, or redeem personal leave in whatever manner is permitted pursuant to Town policy as it may be amended from time to time by action of the Town Council.

D. Vacation Leave. MANAGER shall accrue vacation leave at the rate of 7.69 hours biweekly (200 hours per year) with a maximum accrual balance of 500 hours. Vacation leave shall be taken for any period exceeding four (4) hours in a day and any vacation exceeding a full day will require notification to the Mayor. Upon beginning employment, MANAGER is awarded a onetime vacation leave starting balance of 80 hours.

E. Sick Leave. MANAGER shall be entitled to sick leave which shall accrue, without limitation at the amount of eight (8) hours per month. Sick leave may be used for actual personal sickness of or injury to MANAGER or MANAGER's family member, and for medical, dental and vision care appointments. "Family member" includes a spouse, children, step-children, parent, step-parents and parents-in-law. Time off work as a result of a proven job-related illness shall not be charged against accumulated sick leave. Upon beginning employment, MANAGER is awarded a onetime sick leave starting balance of 40 hours.

Sick leave shall be deducted from accrued sick leave on an hour-for-hour basis when the total leave exceeds two hours. If MANAGER utilizes all of the MANAGER's accrued sick leave and is still unable to return to work due to illness or injury, MANAGER shall automatically be placed on leave without pay, unless MANAGER advises the Finance Department to charge the additional sick time against accrued leaves.

Upon termination of service, no compensation for accrued sick leave shall be made except that: 1) upon retirement, MANAGER may convert accrued sick leave to cash, in an amount not to exceed what is permitted pursuant to Town policy; and 2) upon retirement, accumulated sick leave may be converted to sick leave credit in accordance with CalPERS requirements and the Town's contract with CalPERS, except that in the event of any election to convert such sick leave to cash, the retirement sick leave credit shall be reduced commensurately.

F. Mileage Reimbursement, Cell Phone Stipend, Holidays, Bereavement/Compassion Leave, Flexible Health Spending Account, Employee Assistance Program, and Other Fringe Benefits. MANAGER shall be entitled to various benefits, including but not limited to, mileage reimbursement, cell phone stipend, holidays, bereavement/compassion leave, Flexible Health Spending Account, Employee Assistance Program, and other fringe benefits as they now exist or hereafter may be amended for Town Department Directors. In the case benefits are provided to Town Department Directors and are not provided for in this Agreement, the MANAGER shall be entitled to those benefits. In the case benefits provided in this Agreement conflict from what is provided to Town Department Heads, the Agreement shall prevail.

G. Medical, Dental, and Vision Insurance. The Town shall continue to provide to

MANAGER medical, dental, and vision insurance at the same level as its Department Directors.

H. Life and long-term disability insurance. The TOWN shall provide the MANAGER the same life insurance and long-term disability insurance benefits offered to Department Directors.

I. Workers Compensation. TOWN agrees to provide workers' compensation insurance as provided to all TOWN employees in accordance with all applicable provisions of State law.

J. Holiday Leave. MANAGER shall be entitled to observe all legal holidays recognized by the Town on the days that they are observed by the Town and such holidays shall be compensated.

K. Birth or Adoption of a Child Leave. In the event of the birth or adoption of a child, MANAGER shall be entitled to leave of absence with pay for a period of ten (10) consecutive days. Such leave shall be commenced within 14 days after the date of such birth or adoption.

L. Bereavement Leave. If any member of MANAGER'S immediate family dies, MANAGER shall be entitled to a period of five (5) work days of paid bereavement leave with pay. Such leave shall be taken within seven (7) days after the death of the family member or within seven (7) days of the date of the funeral or memorial service for the deceased. Immediate family shall include a spouse, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, spouse's grandparent or grandchild.

M. Specified Position. The TOWN recognizes that the MANAGER serves as a specified position, a volunteer firefighter, reserve peace officer, or emergency rescue position, and will comply with California Labor Code Section 230.3 and 230.4. These sections require employers to allow the specified employee to take time off to perform emergency duty or to take leave for an aggregate amount of up to 14 days per calendar year to engage in fire, law enforcement, or emergency rescue training. Accordingly, the TOWN will not abridge or discriminate against the MANAGER for taking time off to perform these activities.

SECTION 5. TECHNOLOGY:

A. Technology. TOWN agrees to budget, within the budget amount approved by the TOWN, a technology budget to assist MANAGER in keeping technologically current and personal productivity high. The technology improvements will be used to pay the cost of acquisition of equipment and purchase of services related to information systems, data handling, communications and productivity and shall be budgeted for the good of the Town in accordance with approved budgeting limitations. Purchases for technology improvements shall remain the

property of the TOWN.

SECTION 6. ADDITIONAL EXPENSES:

A. Dues and Subscriptions. TOWN agrees to pay the professional dues and subscriptions of MANAGER necessary for their continuation and full participation in such national, regional, state and local associations and organizations as are necessary and desirable for their continued professional participation, certifications, growth, and advancement and for the good of TOWN in accordance with approved budgetary limitations. Dues and subscriptions shall include such that allow the MANAGER to retain certifications relevant or beneficial to the TOWN.

B. Professional Development. TOWN agrees that attendance at ICMA, League of California Cities, California City Management Foundation, and other professional development activities is both beneficial and expected. TOWN hereby agrees to pay the travel, lodging, and subsistence expenses of MANAGER for professional and official travel, lodging, meetings, and occasions, and for short courses, institutes and seminars necessary or beneficial to continue the professional development of MANAGER, retain certifications, and to adequately pursue necessary official and other functions for TOWN, in accordance with approved budgetary limitations.

C. Executive Expenses. TOWN recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by MANAGER and hereby agrees to reimburse such expenses upon presentation of a receipt and submittal of the appropriate confining purchase requisition to the Mayor and Town Finance Department, in accordance with approved budgetary limitations and subject to any policies and guidelines the Town Council may impose.

SECTION 7. TERM; TERMINATION:

A. Commencement, Effective Date, and Term of Agreement. The Effective Date of this Agreement is the date it is signed by the TOWN provided it has first been signed by MANAGER, or the date it is signed by MANAGER provided it has first been signed by the TOWN. This Agreement shall commence upon execution by the parties and become effective immediately and extend indefinitely until terminated as provided hereinafter. The MANAGER's first day shall be November 4, 2024.

B. At-Will Employment. MANAGER's employment with the Town is "at-will" and MANAGER serves at the pleasure of the Town Council, pursuant to Section 2.30.260 of the Municipal Code. As such, a majority of the Town Council may terminate MANAGER's employment at any time, with or without cause, with or without advance notice, subject only to the hearing requirements set forth in Municipal Code sections 2.30.285, as amended by the Town Council on August 18, 2015, and to provisions of Section 7.H.

C. Termination Without Cause. In the event that TOWN terminates MANAGER's employment for reasons other than those set forth in subsection D below, including without limitation, for no reason stated, within the term of this Agreement, or any extensions, TOWN agrees to pay MANAGER a cash severance payment. The severance payment shall be equal to

fifteen (15) months of the MANAGER's current base salary calculated on the rate of pay at the time of termination. The fifteen (15) month severance payment is unique to this Agreement and reflects the fact that MANAGER's previous employer granted this benefit. In addition, the TOWN will provide any benefits that are lawfully required to be continued pursuant to COBRA and other statutes. Following separation, MANAGER retains the right to participate in Town health and related benefit programs, should such programs be instituted during the term of this Agreement, at MANAGER's own and sole expense pursuant to the terms of COBRA. MANAGER shall be compensated for any unused vacation leave, holidays, and other benefits then accrued consistent with Town policies. The schedule of the payment pursuant to this section shall be at the sole discretion of the MANAGER.

D. Termination With Cause. The TOWN may terminate MANAGER's employment hereunder at any time for cause subject to the provisions of Los Gatos Municipal Code Section 2.30.285 by a vote of three of the five Town Councilmembers at a publicly agendized meeting in accordance with Government Code §§ 54950 *et seq.* ("Brown Act"). For purposes of this Agreement, the term "cause" shall be defined to include, any misconduct materially related to performance of official duties as provided below. In the event of termination for cause, the Town Council shall, if desired by MANAGER, afford MANAGER a public name-clearing hearing before the Town Council. Request for a name clearing hearing shall be made to the Town Clerk within fifteen (15) days of MANAGER'S receipt of notice of termination. No lump sum cash payment or other severance pay shall be due MANAGER upon any termination for cause. For purposes of this Agreement, "cause" shall mean any of the following:

1. For the following when substantiated by either competent, independent investigation, or court of competent jurisdiction in the case of criminal acts, and in which the MANAGER was given appropriate opportunity to review and refute in person any evidence or testimony used to support findings following completion of an investigation report, the Town Council may terminate this Agreement for cause (or may discipline) by providing the MANAGER with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause.
 - a. Conviction for Felony. Conviction of a felony by a court of competent jurisdiction.
 - b. Conviction of Illegal Acts. Conviction for criminal acts related to TOWN business or other acts constituting moral turpitude which result in incompatibility to serve as MANAGER (excepting traffic or moving violations) by a court of competent jurisdiction.
 - c. Loss of Mental Capacity. Loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction. Written notice of termination must be provided to both the MANAGER and any identified power of attorney or guardian. Nothing in this section shall abridge the MANAGER's remedies as permitted by law if such loss of mental capacity was caused by TOWN employment.
 - d. Unauthorized Leave of Absence. Absence without justification or

authority for more than five (5) business days without providing reasonable justification of absence.

e. Refusal of Oath. Refusal to take or subscribe to any oath or affirmation which is required by law.

2. For the following when substantiated by competent, independent investigation and in which the MANAGER was given appropriate opportunity to review and refute in person any evidence or testimony used to support findings following completion of an investigation report, the Town Council may terminate this Agreement for cause (or may discipline) by providing the MANAGER with fifteen (15) business days' written notice of termination for cause and the facts and grounds constituting such cause.

a. Neglect of Duty or Insubordination. Persistent, habitual, or willful neglect to perform their obligated duty on a material Town matter after the Town Council has clearly established or directed the duty obligation and conveyed such obligation in a clear manner as the Town Council body either in writing or in open or closed session.

b. Financial mismanagement. Management that involves deliberative mishandling in a manner that can be characterized as grossly negligent or incompetent and that will materially reflect negatively upon the financial standing of the Town.

c. Material dishonesty. Willfully providing the Town Council with materially dishonest and knowingly false information impacting their ability to execute their duty.

d. Discrimination and Harassment. Willful and substantiated violation of Federal, State or Town discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or Town's employee(s) while acting in the course and scope of employment, while on Town premises or time, and/or while acting without the prior approval or direction of the Town Council.

e. Retaliation. Willful and unlawful retaliation substantiated against any Town officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto.

f. Conflict of Interest. Willful and material violation of any conflict of interest or incompatibility of office laws as provided under California State law.

For any reason at any time and without prior investigation, the Town Council may, in its discretion, place MANAGER on paid administrative leave. However, the Town Council will consider and weigh reasonable alternatives to paid administrative leave

with the potential reputational impact of placing the MANAGER on paid administrative leave before taking any action.

E. Voluntary Resignation. MANAGER may voluntarily resign their position with TOWN before expiration of the term of this Agreement by giving TOWN sixty (60) days prior written notice. No severance pay shall be due MANAGER upon any voluntary resignation.

F. Termination Based on Disability or Death. In the event MANAGER is permanently disabled, as determined by MANAGER's duly licensed physician, or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health reasons for a period of three (3) consecutive months beyond any accrued sick leave, Town may terminate this Agreement.

G. Limitation on Removal. Pursuant to Los Gatos Municipal Code Section 2.30.290, notwithstanding anything to the contrary herein, TOWN may not remove MANAGER from office during or within any period of thirty (30) days following any general municipal election held in the Town at which election a member of the Town Council is elected. Further in order to provide the MANAGER the opportunity to build rapport with a new Town Council, the TOWN may not remove MANAGER from office during or within any period of ninety (90) days from when an election is certified which includes a new Town Councilmember or a successful recall of one or more Town Councilmembers.

H. Limitation on Obligation. Notwithstanding anything to the contrary herein, TOWN shall not be obligated to pay; and shall not pay, any amounts or continue any benefits under this agreement if MANAGER is terminated in the event MANAGER is convicted of a crime involving an abuse of their office or position. Any paid leave salary offered by TOWN to MANAGER pending an investigation shall be fully reimbursed by MANAGER if MANAGER is convicted of a crime involving an abuse of their office or position. For the purposes of this section, "abuse of office or position" means and is limited to the definition under Government Code section 53243.4 either of the following: (a) an abuse of public authority including but not limited to waste, fraud, and violation of the law under color of authority; or (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part I of the California Penal Code.

SECTION 8. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement shall constitute the full, complete and exclusive agreement between the parties hereto and shall supersede all prior and contemporaneous agreements, understandings and representations regarding the subject matter hereof, whether oral or written.

B. Indemnification. TOWN agrees to defend, hold harmless and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out an alleged act or omission occurring in the performance of MANAGER's duties. For the purpose of indemnification and defense of legal actions, MANAGER shall be considered an employee of the TOWN and entitled to the same rights and subject to the same obligations as are provided for all other employees of the TOWN

as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code. In the event of a potential or actual conflict of interest between the TOWN and MANAGER, MANAGER may request, and the TOWN shall not unreasonably refuse to provide, independent legal counsel at the TOWN's expense to defend MANAGER in any action, suit, or proceeding in which TOWN has a duty to defend MANAGER. Town Council may cap the hourly rate for any independent counsel to the Manager at a rate normal and customary as a standard hourly litigation rate for the defense incurred. If the TOWN agrees to MANAGER's request, the choice of such legal counsel shall be made by TOWN in consultation with MANAGER. The defense provided by TOWN for MANAGER shall continue until a final conclusion of the claim, action, suit or proceeding, including any appeals brought by any party. TOWN, at its direction, is not required to indemnify MANAGER for any illegal or criminal acts for which a court of competent jurisdiction has determined, without possibility of appeal, was committed by MANAGER.

C. Compliance with Government Code Sections 53243, 53243.1, and 53243.2. In accordance with Government Code Sections 53243, 53243.1, and 53243.2:

1. In the event the Town Manager is placed on paid leave pending an investigation, the Town Manager shall reimburse such pay to Town if he is subsequently convicted of a crime involving the abuse of his office or position.
2. In the event Town pays for the Town Manager's legal criminal defense, he shall fully reimburse such funds to the Town if he is subsequently convicted of a crime involving the abuse of his office or position.
3. If this contract is terminated, any cash settlement related to the termination that the Town Manager may receive from Town must be fully reimbursed to Town if he is subsequently convicted of a crime involving an abuse of his office or position.

For purposes of this section, "abuse of office or position" shall be as defined in Government Code Section 53243.4.

D. Bonding Requirements. TOWN shall bear full cost of the Fidelity Bond or other bonds required of MANAGER under any law or ordinance.

E. Assignment. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by TOWN and MANAGER and their respective successors, assigns, heirs and executors, except that MANAGER may not assign this Agreement or delegate any of their obligations hereunder and may only assign their rights hereunder with the prior written consent of TOWN.

F. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Town Council.

G. Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the MANAGER.

H. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

I. Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

J. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

K. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To TOWN:

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

To MANAGER:

[ON FILE WITH HUMAN
RESOURCES]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.


L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

IN WITNESS WHEREOF, the Town of Los Gatos has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and the **MANAGER** has signed and executed this Agreement the day and year first above written.


TOWN OF LOS GATOS

Signed by:
 8/22/2024
8F387E7146124F9...
Mary Badame, Mayor


MANAGER

DocuSigned by:
 8/22/2024
BBB5658D2731414...
Chris Constantin

ATTEST:

DocuSigned by:
 8/22/2024
BF6EBCBE2C214F8...
Wendy Wood, Town Clerk

APPROVED AS TO FORM:

Signed by:
 8/21/2024
EFD6738A5534428...
Gabrielle Whelan, Town Attorney



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 12

ITEM NO. 12.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Approve the 2026 Work Plans Recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission**

RECOMMENDATION: Approve the 2026 work plans recommended by the Town's Library Board, Arts and Culture Commission, Complete Streets and Transportation Commission, and Finance Commission.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC PRIORITY:

This item pertains to the Core Goal of Good Governance. It does not directly address a 2025-2027 Strategic Priority.

BACKGROUND:

In order to provide Town Commissions/Committees/Boards (Commissions) clarity from the Town Council regarding their work, staff recommends the Town Council review and approve each Commission's work plan for the year. This will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for the Commission's projects in 2026.

Certain Commissions are exempt from this process due to their specific functions. The exempt Commissions have items presented to them for consideration rather than the Commissions creating their own work plans. These exempt Commissions include the Planning Commission, General Plan Committee, Historic Preservation Committee, and Personnel Board.

PREPARED BY: Ryan Baker
Library Director

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

SUBJECT: Commission Work Plans

DATE: February 3, 2026

DISCUSSION:

In coordination with other Town Departments, the attached work plans were drafted by the Commission's staff liaison, taking workload, time commitment, changes in legislation, and alignment with Council priorities into consideration.

The Library Board work plan (Attachment 1) was discussed by the Library Board at its regular meeting on January 14, 2026. The Library Board voted unanimously to recommend the draft work plan, as presented, for Council approval.

The Arts and Culture Commission work plan (Attachment 2) was discussed by the Arts and Culture Commission at its regular meeting on January 21, 2026. The Arts and Culture Commission voted unanimously to recommend the draft work plan, as presented, for Council approval.

The Complete Streets and Transportation Commission (CSTC) work plan (Attachment 3) was discussed by the Commission at its regular meeting on January 8, 2026. The CSTC voted unanimously to recommend the draft work plan for Council approval with one addition. The Commission requested to add an item for staff to evaluate and implement the provisions of AB 382, which would allow jurisdictions to reduce speed limits in school zones to 20 miles per hour by resolution, prior to the law going into effect on January 1, 2031. Staff has evaluated and determined that the addition of this work item can be accommodated.

The Finance Commission work plan (Attachment 4) was discussed by the Commission at its regular meeting on December 8, 2025, and January 12, 2026. The Finance Commission voted unanimously to recommend the draft work plan for Council approval. The attachment provides the detailed work plan based on the Commissioners' discussion, presented in both a structured format and a list view for ease of reference.

Staff feels that the items contained in these work plans are manageable for 2026. The addition of more items to these work plans would impact staff capacity and is not recommended in the 2026 calendar year.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Library Board 2026 Work Plan
2. Arts and Culture Commission 2026 Work Plan
3. Complete Streets and Transportation Commission 2026 Work Plan
4. Finance Commission 2026 Work Plan

Library Board 2026 Work Plan

1. **Library policy updates necessitated by AB781** (2024) “Accessibility to Emergency Centers: Persons with Pets”.
 - a. Update existing Library Code of Conduct to conform with AB781, or if appropriate, remove the section regarding animals in the Library to a separate policy.
 - b. Examine current ADA service animal laws, and review/amend Library service animal policies to ensure compliance.
2. **Annual Community Survey of Library Services**
 - a. Work with staff to create and review the Library’s annual community input/satisfaction survey.
 - b. Analysis of survey results and suggest any additions or amendments to strategic direction to staff for consideration.
3. **Annual review of Library Code of Conduct** for any changes/modifications suggested by staff as a result of new or changing patron incidents or behaviors.
4. **Receive an informational presentation from staff** regarding annual library statistics, budgets, and trends.
5. **Update the Library’s 2013 policy on unattended minors in the Library.**
6. **Update the Library’s 2018 policy on patron privacy.**
7. **Poet Laureate Selection.** The three-year term of the current Town Poet Laureate ends in December 2026.
 - a. Work with the Arts Commission to release the applications for the position.
 - b. Work with the Arts Commission to review applications and recommend a new Poet Laureate to the Town Council.

ATTACHMENT

Arts and Culture Commission 2026 Work Plan

1. Public Arts Master Plan draft for Council review and approval. This document will address 2040 General Plan items PFS 25.1 through PFS 25.7, as well providing a guiding document and framework for implementation of the Town's Public Arts Fund Ordinance Chapter 25, Article VII, Section 25.70.000.

- a. Complete remaining sections of the Master Plan section in draft format.
- b. Collect input on draft plan from the public.
- c. Collect input on the draft plan from the Parks and Sustainability Commission, and the Diversity, Equity, and Inclusion Commission.
- d. Produce a final draft ready for Council Consideration.

2. (As needed or requested) Review developer public art proposals for building projects that are submitted that incorporate public artwork per the Town's Public Arts Fund Ordinance.

3. (As needed or requested) Provide input on public art when requested by PPW on CIP projects that incorporate public art.

4. Art in the Council Chambers. This is slated as an ongoing annual project to install exhibits in the Council Chambers each year.

- a. Review applications for Art in the Council Chambers exhibits through an open call for artists.
- b. (Subcommittee assignment) Install a new exhibit when capacity allows.

5. Poet Laureate Selection. The three-year term of the current Town Poet Laureate ends in December 2026.

- a. Work with the Library Board to release the applications for the position.
- b. Work with the Library Board to review applications and recommend a new Poet to the Town Council.

6. Community Grant Application Rating. Two ACC Commissioners are selected each year to participate as grant readers.

ATTACHMENT

Recommended 2026 CSTC Work Plan

1. Commission to review staff's recommendations regarding improvements and modifications to the Downtown Parking Program and Residential Permit Parking Programs including work around Los Gatos High School. (Relates to Mobility Element Implementation Program S).
2. Commission to receive reports regarding staff work towards development of a Townwide Traffic Model and Townwide Evacuation Plan including reducing cut-through traffic. (Relates to Mobility Element Implementation Programs N and Q)
3. Commission to receive reports regarding staff work with County of Santa Clara Parks Department related to management of trails and traffic for the Fantasy of Lights Holiday show.
4. Commission to receive reports regarding a staff policy to receive, assess and evaluate traffic and transportation related public comments.
5. Commission to receive presentations regarding proposed transportation related capital projects and provide feedback and recommendations to staff for consideration.
6. Commission to review and provide recommendation to Town Council to adopt a resolution implementing AB382 to reduce speed limits to 20 MPH in school zones.

FINANCE COMMISSION 2026 WORKPLAN

Items	Projects	Assignments	Frequency	Finance Commission Target Date(s)	Notes
1	Fiscal Condition Analysis, Fiscal Impact Analysis, and Asset Liability Management Studies	Review the Assumptions and final results of the Fiscal Condition Analysis, Fiscal Impact Analysis, and Asset Liability Management Studies		2/9/2026; 4/13/2026	Staff is currently working with a Consultant on the studies.
2	Investment Policy	Review current policy and recommend changes		6/8/2026	The Fiscal Condition Analysis, Fiscal Impact Analysis, and the Asset Liability Management studies will inform the recommended policy changes
3	IRS Section 115 Pension Trust and OPEB Trust Investment Policy	Review current policy and recommend changes		10/12/2026	The Fiscal Condition Analysis, Fiscal Impact Analysis, and the Asset Liability Management studies will inform the recommended policy changes
Multiyear Projects					
4	Council Priority Scorecard	Continue the work of the ad hoc committee to discuss framework for a Council scorecard and start developing top level metrics for consideration which can be supported by existing data systems.		9/14/2026	This process will be iterative to be able to frame appropriate measures which can be readily maintained.
5	Five-Year Capital Improvement Program	Establish the structure for a multi-years CIP which will focus on identifying current and future capital needs, determine the funding level required to support those needs, and start moving towards a comprehensive approach to capital planning.		3/9/2026	This will be a multiyear process due to the many pieces that need to be integrated for a comprehensive capital plan.
Required by Town Code Section 2.50 or Other Council Policy					
A	Five-Year Forecast	Discuss Assumptions for the Five-Year Forecast	Annually	2/9/2026; 3/9/2026 Report Back on Council Action	
B	Operating and Capital Budget	Review and Make Recommendations on the Proposed Annual Budgets	Annually	4/27/2026; 5/4/2026; 5/11/2026 (Published on 4/20/2026 - No Meeting)	
C	Mid-Year Budget	Review and Make Recommendation on the Mid-Year Report	Annually	2/9/2026	
D	Audit Plan Review	Pre-Audit Meeting	Annually	8/10/2026	
E	Annual Comprehensive Financial Report	Review and Make Recommendations on the Draft Annual Comprehensive Financial Report	Annually	12/7/2026; 12/14/2026	
F	State Controller Financial Transaction Report	Review and Make Recommendations on the Town Draft Financial Transaction Report	Annually	1/12/2026	
G	Measure G Revenue and Expenditure Report	Receive Measure G Revenue and Expenditure Report	Annually	3/9/2026	
H	Single Audit Report	Receive Single Audit Report if applicable	Annually	4/13/2026	
I	Financial Policies	Review and Make Recommendations on the Investment Policy	Annually	6/8/2026	
J	Financial Policies	Review and Make Recommendation on the General Fund Reserve Policy	As Needed	6/8/2026	

Items	Projects	Assignments	Frequency	Finance Commission Target Date(s)	Notes
K	Investment Performance	Receive Monthly Financial and Investment Report	Monthly	1/12/2026; 2/9/2026; 3/9/2026; 4/13/2026; 5/11/2026; 6/8/2026; 8/10/2026; 9/14/2026; 10/12/2026; 11/9/2026; 12/14/2026	Consent Item
L	Pension and OPEB Trust Funds Performance	Receive Performance and Account Summary Reports for CERBT and CEPPT	Quarterly	3/9/2026; 6/8/2026; 9/14/2026; 12/14/2026	Consent Item
M	CalPERS Actuarial Reports	Receive CalPERS Annual Actuarial Reports	Annually	10/12/2026	Consent Item
N	OPEB Actuarial Analysis	Receive OPEB Actuarial Analysis	Every Two Years	10/12/2026	
O	CalPERS Performance	Receive CalPERS Public Employees' Retirement Fund (PERF) Preliminary Performance Report	Annually	12/14/2026	Consent Item

FINANCE COMMISSION 2026 WORKPLAN

LIST VIEW

	OTHER BUSINESS	CONSENT ITEMS
JANUARY 12, 2026	<ul style="list-style-type: none"> • Selection of Chair and Vice Chair • Approval of meeting dates and time • Finalize 2026 workplan • State Controller Financial Transactions Report (FTR) 	<ul style="list-style-type: none"> • Receive November 2025 Monthly Financial and Investment Report
FEBRUARY 9, 2026	<ul style="list-style-type: none"> • Mid-Year and Five-Year Forecast Review • Review Assumptions of the Fiscal Condition and Fiscal Impact Analysis Studies 	<ul style="list-style-type: none"> • Receive December 2025 Monthly Financial and Investment Report
MARCH 9, 2026	<ul style="list-style-type: none"> • Review Capital Improvement Program Spending and Other Cost Drivers • Review Measure G Sales Tax Revenue/Expenditure Draft Report 	<ul style="list-style-type: none"> • Receive January 2026 Monthly Financial and Investment Report • Receive Performance & Account Summary Reports for CERBT and CEPPT
APRIL 13, 2026	<ul style="list-style-type: none"> • Review of the Fiscal Condition Analysis with Five-Year and Long Term Forecast, and Fiscal Impact Analysis Reports prepared by NHA 	<ul style="list-style-type: none"> • Receive February 2026 Monthly Financial and Investment Report • Receive FY 2024-25 Federal Single Audit Report
APRIL 20, 2026 NO MEETING	<ul style="list-style-type: none"> • Proposed FY 2026-27 Operating and Capital Budgets Posted 	

FINANCE COMMISSION 2026 WORKPLAN

LIST VIEW

	OTHER BUSINESS	CONSENT ITEMS
APRIL 27, 2026	<ul style="list-style-type: none"> Start Proposed FY 2026-27 Operating and Capital Budgets Discussion 	
MAY 4, 2026	<ul style="list-style-type: none"> Continue Proposed FY 2026-27 Operating and Capital Budgets Discussion 	
MAY 11, 2026	<ul style="list-style-type: none"> Conclude Proposed Operating and Capital Budgets Discussion and Recommendations to Council 	<ul style="list-style-type: none"> Receive March 2026 Monthly Financial and Investment Reports Receive FY 2024-25 Federal Single Audit Report
JUNE 8, 2026	<ul style="list-style-type: none"> Review General Fund Reserve Policy Review Investment Policy 	<ul style="list-style-type: none"> Receive April 2026 Monthly Financial and Investment Report
AUGUST 10, 2026	<ul style="list-style-type: none"> Pre-Audit Meeting 	<ul style="list-style-type: none"> Receive May and June, 2026 Monthly Financial and Investment Reports
SEPTEMBER 14, 2026	<ul style="list-style-type: none"> Council Scorecard 	<ul style="list-style-type: none"> Receive July 2026 Monthly Financial and Investment Report Receive Performance & Account Summary Reports for CERBT and CEPPT
OCTOBER 12, 2026	<ul style="list-style-type: none"> Discussion of the Unfunded Liabilities 	<ul style="list-style-type: none"> Receive August 2026 Monthly Financial and Investment Report Receive CalPERS Actuarial Reports

FINANCE COMMISSION 2026 WORKPLAN

LIST VIEW

	OTHER BUSINESS	CONSENT ITEMS
NOVEMBER 9, 2026	<ul style="list-style-type: none"> Review and Update to the Town IRS Section 115 Pension Trust and OPEB Trust Investment Policy 	<ul style="list-style-type: none"> Receive the Town of Los Gatos Retiree Healthcare Plan Actuarial Valuation (every two years) Receive September 2026 Monthly Financial and Investment Reports
DECEMBER 7, 2026	<ul style="list-style-type: none"> Review the draft Annual Comprehensive Financial Report (ACFR) 	
DECEMBER 14, 2026	<ul style="list-style-type: none"> Conclude ACFR Discussion and Recommendations to Council 	<ul style="list-style-type: none"> Receive October 2026 Monthly Financial and Investment Reports Receive Performance & Account Summary Reports for CERBT and CEPPT. Receive CalPERS Public Employees' Retirement Fund (PERF) Preliminary Performance Report



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 13

ITEM NO. 13.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Conduct a Public Hearing to Consider Objections to the Proposed Abatement of Hazardous Vegetation (Weeds) for Properties Listed on the 2026 Weed Abatement Program Commencement Report and Order Abatement**

RECOMMENDATION: Conduct a public hearing to consider objections to the proposed abatement of hazardous vegetation (weeds) for properties listed on the 2026 Weed Abatement Program Commencement Report and order abatement.

FISCAL IMPACT:

The County's Weed Abatement Program administers services for 13 local agencies under a cost recovery model, paid for by fees imposed on the parcel owners. The estimated program cost related to each agency is based on the number of parcels per agency.

Should the funding from the assessments fall short of the total program cost, the Town will be billed for a pro-rata share of the program such that the County achieves full cost recovery. If the County needs to request additional funds (which is not currently expected), this would be absorbed in the Parks and Public Works Fiscal Year 2025/26 Operating Budget. The Fiscal Year 2025/26 Operating Budget has sufficient funds to cover the cost of publishing all required legal notices (1115101-62306).

STRATEGIC PRIORITY:

The actions in this report support the Strategic Priority to further emergency preparedness and resiliency by reducing wildfire risk.

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

SUBJECT: 2026 Weed Abatement Program Commencement Public Hearing

DATE: February 3, 2026

BACKGROUND:

The Town of Los Gatos Municipal Code Chapter 11, Article II, requires property owners to prevent potential fire hazards on their property and any nearby structures by clearing hazards. This code section is implemented through the Weed Abatement Program (the Program), which is a different, but complementary program to the Brush Abatement Program. Both programs work to protect the Town by reducing fire hazards created by vegetation growth and the accumulation of combustible debris, with the goal of voluntary compliance.

The Weed Abatement Program is administered by the County of Santa Clara (County) (<https://weedabatement.santaclaracounty.gov/home>) on behalf of the Town and is funded from fees assessed on the properties included on the assessment list. Typically, a property is placed in the Program after a County inspector identifies a potential fire hazard on the premises. Fire Departments, Code Enforcement, Public Works, and other public agencies can also submit complaints to the County regarding specific properties. Once a parcel is placed in the Program, it will remain until it displays compliance for three consecutive years, at which point it will be removed. Every year while, in the Program, property owners are charged a compliance inspection fee, and some incur costs for additional inspections, administrative fees, and abatement fees.

Property owners in the Program are given the opportunity to abate weeds at their own cost prior to receiving an annual compliance inspection by County staff. If the property owner has not complied with the requirements of the Program by the time of the County inspection, then the Town authorizes the County to remove the weeds. The County recovers its costs through a special assessment on each parcel's property tax bill.

DISCUSSION:

On December 2, 2025, the Town Council reviewed the 2026 Weed Abatement Commencement Report (Attachment 1) and passed Resolution 2025-060 (Attachment 2) declaring hazardous vegetation (weeds) a public nuisance, providing for their abatement, and setting February 3, 2026, as a public hearing date.

On January 14, 2026, the County mailed informational weed abatement program packets (Attachment 3), including the schedule, price list, and notice of the hearing date to all affected property owners. In accordance with Town Code Section 11.20.020(c), the Notice was also published in the newspaper twice and posted at three prominent locations in Town.

The Weed Abatement program process is described below. The proposed action represents Step 4 of the annual Weed Abatement Program cycle, during which the Town holds a public hearing, providing an opportunity for residents to object to the abatement.

SUBJECT: 2026 Weed Abatement Program Commencement Public Hearing

DATE: February 3, 2026

1. Each November, the County prepares a Commencement Report listing all properties that have been identified and provides it to the Town.
2. Each December, the Town Council adopts a resolution declaring weeds a public nuisance and sets a hearing date to consider objections to the proposed abatement.
3. After the December Town Council, action the County sends notice to property owners on the Commencement Report notifying them of the hearing date. The notification includes guidelines on the Weed Abatement Program explaining that the owner must remove weeds by the abatement deadline, or it will be done for them, with the cost of the abatement and associated administrative costs assessed by the County Tax Collector against the respective property.
4. In January or February, the Town Council holds a public hearing to consider objections to the proposed abatement, set a deadline for compliance, and order the abatement.
5. After the public hearing, the County sends a courtesy letter to property owners on the Commencement Report notifying them again of the abatement deadline.
6. After the abatement deadline, the properties are inspected again by the County Weed Abatement Inspector to verify that weeds were removed. If the property owner has not completed the abatement, then the County performs the abatement. Abatement commences only if the inspection fails. Following completion of the abatement, the County creates an assessment report of properties where the County conducted abatement and all costs associated with the abatement. The Town receives that report in late June of each year.
7. In July, the property owners in the assessment report are notified of the August public hearing date.
8. In August, a public hearing is held to consider any objections, adopt a resolution confirming the assessment report, and authorize the collection of the assessment charges. Following the public hearing, County staff work with the County Assessor to assign the program charges to the property tax bill.

CONCLUSION:

Staff recommends that the Council conduct a public hearing to consider objections to the proposed abatement of weeds on properties listed on the 2026 Weed Abatement Program Commencement Report and make a motion to order the abatement. At the time of this report's preparation, staff had not been contacted regarding potential objections.

COORDINATION:

This program has been coordinated with the Santa Clara County Consumer and Environmental Protection Agency (CEPA) - Weed Abatement Program.

SUBJECT: 2026 Weed Abatement Program Commencement Public Hearing

DATE: February 3, 2026

ENVIRONMENTAL ASSESSMENT:

In accordance with CEQA Guidelines Section 15304, the Town's weed abatement program is categorically exempt as a minor alteration to land.

Attachments:

1. 2026 Weed Abatement Program Commencement Report
2. Resolution 2025-060
3. Abatement Program Packet Mailed to Parcel Owners

**2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT**

ITEM NO. 13.

	Situs	APN
1	831 POLLARD RD	406-26-011
2	CALLE	409-04-049
3	CALLE	409-04-052
4	WEDGEWOOD AV	409-08-001
5	17351 WEDGEWOOD AVE	409-14-017
6	14344 LA RINCINADA DR	409-14-019
7	14330 LA DR	409-14-020
8	14341 BROWNS LN	409-14-035
9	17631 WEDGEWOOD AVE	409-17-010
10	103 SPORLEDER CT	409-24-035
11	109 SPORLEDER CT	409-24-036
12	110 SPORLEDER CT	409-24-037
13	104 SPORLEDER CT	409-24-038
14	14810 CLARA ST	409-25-030
15	14821 GOLF LINKS DR	409-27-005
16	14885 LA RINCINADA DR	409-32-004
17	14635 GOLF LINKS DR	409-46-025
18	215 DRAKES BAY AV	421-27-018
19	16245 BURTON RD	424-06-115
20	BURTON RD	424-06-116
21	14823 LOS GATOS BL	424-07-065
22	14990 TERRENO DE LN	424-10-004
23	14926 LOS GATOS BL	424-10-009
24	14911 NATIONAL AVE	424-10-058

**2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT**

ITEM NO. 13.

EXHIBIT A

	Situs	APN
25	142 LESTER LN	424-13-061
26	16171 SUN RAY	424-19-070
27	15710 WINCHESTER BLV	424-27-013
28	17094 SUMMIT WY	424-30-037
29	WOOD RD	510-46-006
30	WOOD RD	510-46-007
31	110 WOOD RD	510-47-038
32	138 WOOD RD	510-47-044
33	148 HILLBROOK DR	523-11-018
34	120 HILLBROOK DR	523-11-025
35	15839 DEL CERRO CT	523-24-036
36	UNION AVE	523-42-011
37	72 DRYSDALE DR	527-02-007
38	101 DRYSDALE DR	527-04-008
39	15777 SHADY LN	527-05-005
40	15980 SHORT RD	527-06-009
41	CAMINO DEL	527-08-001
42	CAMINO DEL	527-08-002
43	16065 CAMINO DEL	527-08-003
44	16045 CAMINO DEL	527-08-009
45	15626 FRANCIS OAKS WA	527-10-002
46	15401 FRANCIS OAKS WA	527-11-003
47	16300 GREENRIDGE TR	527-12-003
48	15460 FRANCIS OAKS WA	527-13-005

**2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT**

ITEM NO. 13.

EXHIBIT A

	Situs	APN
49	16084 GREENRIDGE TER	527-15-002
50	401 SURMONT	527-20-002
51	110 BELVALE	527-30-020
52	125 BELVALE	527-30-028
53	175 BELWOOD	527-30-032
54	14841 BLOSSOM HILL RD	527-42-003
55	310 SANTA ROSA	527-55-036
56	615 BLOSSOM HILL RD	529-16-026
57	401 ALBERTO	529-23-018
58	30 RESERVOIR	529-29-066
59	39 RESERVOIR	529-33-022
60	63 HIGHLAND AVE	529-36-044
61	140 FOSTER	529-37-015
62	TOURNEY	529-39-047
63	16461 S KENNEDY	532-17-027
64	16481 S KENNEDY	532-17-028
65	150 BROOKE	532-18-039
66	17511 PHILLIPS	532-39-009
67	17435 PHILLIPS	532-39-013
68	15310 KENNEDY	537-15-001
69	233 FORRESTER	537-21-010
70	135 WOODED VIEW	537-23-042
71	15876 SHANNON	537-26-009
72	15780 SHANNON	537-26-016

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

ITEM NO. 13.

EXHIBIT A

Situs		APN		
73	15760	SHANNON	RD	537-26-018
74	209	FORRESTER	RD	537-28-005
75	15975	CERRO VISTA	DR	537-30-007
76	16380	HARWOOD	RD	567-18-068
77	16220	HARWOOD	RD	567-18-076
78	104	ALMOND	LN	567-18-077
79	15470	SANTELLA	DR	527-12-010
80	16510	KENNEDY	RD	532-17-025

RESOLUTION 2025-060

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS
DECLARING WEEDS A PUBLIC NUISANCE, DESCRIBING PROPERTIES WHERE SUCH
NUISANCE EXISTS; ORDERING THE ABATEMENT OF SUCH NUISANCE; AND SETTING A
PUBLIC HEARING DATE OF FEBRUARY 3, 2026, TO CONSIDER OBJECTIONS FOR
PROPOSED ABATEMENT**

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

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

NOW, THEREFORE, BE IT RESOLVED: that the Town Council hereby finds that hazardous vegetation "weeds," as that term is defined in Section 11.20.010, are growing upon and adjacent to certain private property within the Town of Los Gatos as presented in Exhibit A, and declares that weeds growing upon any private property or properties, and in any sidewalk street, or alley within the Town of Los Gatos are a public nuisance and should be abated.

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

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

BE IT FURTHER RESOLVED that on the 3rd day of February 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, California, and via Teleconference, a public hearing will be held during which all property owners in the Town of Los Gatos having any objections to the proposed destruction or removal of such weeds will be heard and given due consideration.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2nd day of December, 2025, by the following vote:

COUNCIL MEMBERS:

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

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

**2026 WEED ABATEMENT PROGRAM
LOS GATOS
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ITEM NO. 13.

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**2026 WEED ABATEMENT PROGRAM
LOS GATOS
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52	125	BELVALE	DR	527-30-028
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55	310	SANTA ROSA	DR	527-55-036
56	615	BLOSSOM HILL	RD	529-16-026
57	401	ALBERTO	WY	529-23-018
58	30	RESERVOIR	RD	529-29-066
59	39	RESERVOIR	RD	529-33-022
60	63	HIGHLAND	AVE	529-36-044
61	140	FOSTER	RD	529-37-015
62		TOURNEY	RD	529-39-047
63	16461 S	KENNEDY	RD	532-17-027
64	16481 S	KENNEDY	RD	532-17-028
65	150	BROOKE	DR	532-18-039
66	17511	PHILLIPS	AV	532-39-009
67	17435	PHILLIPS	AVE	532-39-013
68	15310	KENNEDY	RD	537-15-001
69	233	FORRESTER	RD	537-21-010
70	135	WOODED VIEW		537-23-042
71	15876	SHANNON	RD	537-26-009
72	15780	SHANNON	RD	537-26-016

2026 WEED ABATEMENT PROGRAM
LOS GATOS
COMMENCEMENT REPORT

ITEM NO. 13.

Exhibit A

Situation		APN		
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74	209	FORRESTER	RD	537-28-005
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76	16380	HARWOOD	RD	567-18-068
77	16220	HARWOOD	RD	567-18-076
78	104	ALMOND	LN	567-18-077
79	15470	SANTELLA	DR	527-12-010
80	16510	KENNEDY	RD	532-17-025

County of Santa Clara

Consumer and Environmental Protection Agency

Agriculture and Environmental Management

1553 Berger Drive, Building 1 San Jose, CA 95112

80 W. Highland Avenue, Building K San Martin, CA 95046

12425 Monterey Road, San Martin, CA 95046

Mosquito and Vector Control District

1580 Berger Drive, San Jose, CA 95112



ITEM NO. 13.

<https://cepa.santaclaracounty.gov>

IMPORTANT NOTICE TO ABATE WEEDS

January 14, 2026

Dear Property Owner:

Fire safety is crucial for protecting lives, preserving property, ensuring community well-being, and minimizing environmental impact. Removing fire hazards from your property is a proactive step to reduce the risk of injury, death, and significant damage. Effective prevention and preparedness measures not only save lives but also help safeguard our environment and reduce economic losses. Maintaining proper clearance requirements, known as *Minimum Fire Safety Standards*, is a shared responsibility. Since fire doesn't respect property boundaries, your local city (or County if in unincorporated areas) works with the County of Santa Clara Weed Abatement Program to ensure that all properties meet these *Minimum Fire Safety Standards* obligations. You are receiving this notice because our team has identified your property as being subject to the Weed Abatement Program. Please review the information carefully, and feel free to reach out for clarification or additional information.

The governing body for your property may adopt a resolution declaring that it contains fire hazards due to weeds or other debris. Following this action, the governing body will hold a public Commencement Hearing as part of a public meeting to consider an abatement order. This order will require you to remove any hazardous vegetation or combustible debris before the deadline outlined in the enclosed *Weed Abatement Program Schedule*. The public Commencement Hearing will take place on the date and at the location stated in the enclosed Notice to Destroy. This hearing will provide you with an opportunity to raise any objections or concerns regarding this requirement and the inclusion of your property in the Weed Abatement Program.

If you believe your property includes an environmentally sensitive habitat, please check the box on the blue *Return Reply Form* and provide any additional information on the *Return Reply Form* to assist us in determining the best approach to abating your property from fire hazards.

If, after the public Commencement Hearing, the Weed Abatement Program is approved for your property, the County is authorized by your city, and the California Health and Safety Code sections §14875-14922 to inspect your property to confirm that it has been cleared of hazards and is compliant with *Minimum Fire Safety Standards* (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work before your jurisdiction's deadline. All properties designated to be part of the Weed Abatement Program will have a \$296 annual inspection fee to cover the cost of the program. This \$296 cost will be included on your property tax bill as a special assessment.

In addition to the \$296 annual inspection fee, if the parcel is found non-compliant at the time of our inspection, the parcel will be assessed a processing fee of \$953 per parcel, and the property will be scheduled for abatement by the County-designated contractor. You will not incur additional charges if the abatement work is completed before the County-designated contractor arrives. However, should the County-designated contractor perform the abatement work, the parcel will incur the cost associated with the contractor's work plus an additional County administrative fee of \$1,383 per parcel.

For those parcels requiring a warrant, a fee of \$3,006 per parcel will be assessed.

Board of Supervisors: Sylvia Arenas, Betty Duong, Otto Lee, Susan Ellenberg, Margaret Abe-Koga

County Executive: James R. Williams

The County will use the lowest cost method of abatement considering the physical characteristics of your property and any other environmental or related concerns. Fees are detailed on the price list included in the *Notice to Destroy*. The total amount of fees incurred will be included as a special assessment on your property tax bill following confirmation of the charges by your city (or the County if the parcel is in an unincorporated area) at a public Assessment Hearing. This Assessment Hearing will be scheduled in the summer, with the exact date determined by your governing body. Typically, Assessment Hearing information is posted at the physical location of the governing body (typically at a city hall building or other government center and most also publish this information on their websites) prior to the meeting.

You can avoid all costs, other than the \$296 annual inspection fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs March through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by parcel owner prior to the deadline and confirmed by our inspection).

In preparation for this program, please complete and return the enclosed blue *Return Reply Form* so we are notified of your plans for abating your property.

If you designate on your *Return Reply Form* that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the attached abatement program schedule and maintain fire-safe conditions for the duration of the fire season. Responding that you intend to provide maintenance does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will abate hazardous vegetation as required after the deadline for your jurisdiction at your cost.

Enclosed you will find the following information:

***Return Reply Form* specific to your parcel. Please complete and return it to us.**

***Notice to Destroy Weeds* informing you of an upcoming public Commencement Hearing** (that you may attend if you have any objections to the proposed removal of hazardous vegetation or debris from your parcel). Your jurisdiction may offer you the ability to participate in this meeting virtually; please confirm directly with your jurisdiction.

***Weed Abatement Program Schedule* for your city with current County abatement fees.**

County of Santa Clara Weed Abatement Brochure.

Please be aware that any abatement performed by the County must comply with all applicable regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the parcel owner identified by this mailing, please notify us immediately at (408) 282-3145. If you sell your parcel after the date of this letter, it is your responsibility to notify the new owner and include the obligation to pay any abatement costs in your sale agreement. Without taking this action, you will be responsible for all hazard abatement charges assessed to the parcel.

Our goals are voluntary compliance with the *Minimum Fire Safety Standards* and that all properties remain safe from fire. If you have any questions or need on-site advice to help you achieve compliance with the *Minimum Fire Safety Standards*, please call us at (408) 282-3145.

Sincerely,



Garik Iosilevsky, Weed Abatement Manager
Consumer and Environmental Protection Agency

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 2, 2025, pursuant to the provisions of Section 11.20.020 of the Town Code of the Town of Los Gatos, the Town Council of said Town adopted a Resolution declaring that all weeds growing upon any private property or in any street, sidewalk or alley, as defined in Section 11.20.020 of such code, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall within thirty days after the adoption of such resolution, or within the time specified in a written agreement with the Director of Parks and Public Works of the Town of Los Gatos, or the Director of Parks and Public Works' representative, whichever time shall be later, remove all such weeds from their property, the abutting sidewalks, and the abutting half of the street in front, and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the Town of Los Gatos, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the Town Council of such Town to be held in the Council Chambers of said Town at 110 East Main Street, Los Gatos, California, on **Tuesday, February 3, 2026 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration. *The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

LOS GATOS WEED ABATEMENT PROGRAM SCHEDULE

ITEM NO. 13.

February 3, 2026

Public hearing to consider objections to Abatement List.

April 15, 2026

PARCEL ABATEMENT DEADLINE

Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.

July-August, 2026

Assessment Hearing to protest abatement charges
(Date subject to change, please confirm with City Clerk)

2026 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of \$296.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the April 15th deadline may be charged a work order processing fee of \$953.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$1,383.00 per parcel. For those parcels requiring a warrant a fee of \$3,006.00 per parcel will be assessed.

2026 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	1 st Disc	+	2 nd Disc	=	Total Discs
0-12,500 sq.ft.	<u>\$291-\$425</u>		<u>\$149-\$180</u>		<u>\$440-\$605</u>
12,501sq.ft.- 43,560sq.ft.	<u>\$338-\$425</u>		<u>\$149-\$225</u>		<u>\$487-\$650</u>
Larger than 1 Acre	<u>\$152-\$309</u>		<u>\$130-\$151</u>		<u>\$282-\$460</u> (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	<u>\$5.09-\$5.73 PER 100 Square Feet (SF)</u>
C) FLAIL	<u>6 Foot Mower \$6.40-10.97 PER 1,000 SF</u>
MOWING	<u>12 Foot Mower \$6.40-10.97 PER 1,000 SF</u>
D) LOADER WORK	<u>\$153-\$185 PER HOUR</u>
E) DUMP TRUCK	<u>\$141-\$185 PER HOUR</u>
F) BRUSH WORK	<u>\$4.80-\$5.47 PER 100 SF</u>
G) DUMP FEE	<u>100%</u>

Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**



You Can Help Prevent Fires in Your Neighborhood

Protect what's important—your loved ones, your pets, and your property. Recognize potential fire hazards and apply these Minimum Fire Safety Standards.




About the County of Santa Clara Weed Abatement Program

We help protect our community from fire dangers. Our goal is to ensure that properties are free from fire hazards, such as overgrown vegetation and debris, to minimize the spread of fires.

Contact Us

 cepascc.org/weed-abatement

 WeedAbatement@cep.sccgov.org

 (408) 282-3145

 1553 Berger Drive, San José, CA 95112



Minimum Fire Safety Standards You Should Know About



Minimum Fire Safety Standards

Keep your property and neighborhood safe from fires. To be in compliance with the County's Weed Abatement Program, follow the Minimum Fire Safety Standards:

1. Tall Grass, Weeds, and Flammable Vegetation

Keep weeds, grass, and brush below 6 inches in height.



2. Flammable Debris

Keep your property clear of debris such as trash, wood, and dead plants.



3. Overgrown Trees

Keep branches at least 10 feet from chimneys, 6 feet off the ground, and clear from under the eaves of houses.



4. Dead Vegetation on Roofs

Keep roofs and gutters clear of leaves and debris. Remove dead trees and vegetation.



I received a notice that my property is on the Weed Abatement Program. What happens next?

A Weed Abatement inspector will visit your property annually for at least three years to determine if it is in compliance with the Minimum Fire Safety Standards.

If a violation is found on your property, you have two weeks to correct it before we return for another inspection. If you don't correct it or contact us, we may take necessary steps to bring your property into compliance. This will result in additional costs beyond the annual inspection fees.

If your property is in compliance and remains compliant during our annual inspections, you will only be charged the annual inspection fee for three consecutive years.

Refer to the Weed Abatement notice letter for details.

Scan or visit the link to view the complete list of Minimum Fire Safety Standards. →



cepascc.org/fire-safety

Español | 中文 | Tiếng Việt | Tagalog

2026 Return Reply Form

AT&T COMMS OF CALIF INC

ITEM NO. 13.

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.** Thank you.

TRA: 87

SAMPLE

825-02-138

825-02-138

AT&T COMMS OF CALIF INC
1090 E DUANE AVE
SUNNYVALE CA 94085-2623

Please check the box that
applies for each parcel
(see explanations below):

Parcel Number	Site Address	A	B	C
825-02-138	73 SOUTH SAN MARTIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- A** I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.
- B** I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 1, 2025 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection and fee to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee and the abatement of weeds by the County contractor and the resulting charges added to the property tax.
- C** I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. **(All County fees Apply)**

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2025, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐ Please check if you feel this parcel is environmentally sensitive

Signature

Name (please print)

Date

()
Day time phone

County of Santa Clara

Consumer and Environmental Protection Agency
Weed Abatement Division

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



ITEM NO. 13.

AFFIDAVIT OF MAILING

Notice of Public Hearing for the Jurisdictions of: **Los Gatos**

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

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

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

Date: 1/14/2026
By: [Signature]

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 14

ITEM NO. 14.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Receive the Preliminary Baseline Forecast Model and Assumptions from NHA Advisors and Provide Feedback**

RECOMMENDATION: Receive the Preliminary Baseline Forecast Model and assumptions from NHA Advisors and provide feedback.

FISCAL IMPACT:

There is no fiscal impact associated with this item. Funding for this work was previously approved by the Town Council.

STRATEGIC PRIORITY:

This action supports Strategic Priorities regarding prudent financial management to result in a structurally balanced 5-year budget.

BACKGROUND:

On October 21, 2025, the Town Council authorized the Town Manager to execute an agreement with NHA Advisors, LLC for fiscal analysis. The purpose was to provide independent, data-driven forecasts and risk assessments to support long-term financial planning and liability management.

DISCUSSION:

Since the original approval, NHA Advisors has completed preliminary modeling and updated

PREPARED BY: Kristina Alfaro
Administrative Services Director

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

SUBJECT: Receive the Baseline Forecast Model and Assumptions and Provide Feedback

DATE: February 3, 2026

five-year and long-term forecasts will be presented to the Finance Commission on February 2, 2026, and any recommendations and feedback provided at that meeting will be provided to the Town Council via a verbal update as part of the presentation at the February 3, 2026 Town Council meeting.

This purpose of this preliminary model is to have a discussion of assumptions used for both revenue and expenditure categories by NHA Advisors and for the Council to provide feedback to the consultants.

Review of Financial Forecast Assumptions and Budget Drivers:

- Understand underlying data sources and relevant economic factors influencing the Town's revenue projections, including how recent economic trends and updated estimates from outside consultants should be factored into the baseline model
- Distinguish between predictable and less-predictable revenue categories to understand how those sensitivities impact the Town's financial outlook
- Review staffing trends and expenditure drivers that outpace inflationary trends
- Normalize for one-time or ad hoc items in the annual budget process to improve ongoing long-term estimates

Next Steps:

- | | |
|---|------------------|
| 1. Present draft forecast model to the Town Council | Feb 3, 2026 |
| 2. Develop scenarios for comparison | March 2026 |
| 3. Prepare Draft/Final Report | March/April 2026 |

CONCLUSION:

As the Town continues to pursue various options to close the projected structural deficit and unfunded capital and operational needs, this independent review helps validate the anticipated budget gaps. The consultant's baseline forecast, although it varies from year to year, remains in line with the finance staff's original forecast even as new data and information are incorporated into the projections.

ENVIRONMENTAL ASSESSMENT:

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



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 15

ITEM NO. 15.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Introduce an Ordinance of the Town Council Amending the Town's Special Events Regulations in Chapter 14 to Establish an Entertainment Zone, Pursuant to State Law, Allowing Outdoor Consumption of Alcoholic Beverages During Permitted Events**
Ordinance Title: An Ordinance of the Town Council of The Town of Los Gatos Amending Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Of Los Gatos Town Code to Establish an Entertainment Zone Pursuant to SB 969

RECOMMENDATION: Introduce an Ordinance of the Town of Los Gatos amending Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town of Los Gatos Town Code to Establish an Entertainment Zone Pursuant to SB 969.

FISCAL IMPACT:

Introducing an Entertainment Zone Ordinance does not create a direct fiscal impact to the Town. However, it will increase the workload on Town staff to review and process the Special Event Permits. Per the State of California Department of Alcoholic Beverage Control (ABC), the Town may not charge a fee for businesses to activate the Entertainment Zone without other event components. However, should the applicant wish to include additional elements to the activation event that would otherwise require a Special Events Permit with associated fees, noted in the Town's Fee Schedule, the applicant will be required to pay the associate Town fees.

PREPARED BY: Monica Renn
Economic Vitality Manager

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

PAGE 2 OF 7

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026

STRATEGIC PRIORITY:

This item supports the Core Goal of Community Character by fostering Economic Vitality and supporting local businesses.

BACKGROUND:

Effective January 1, 2025, Senate Bill (SB) 969 was signed into law by the California State Legislature authorizing local jurisdictions to establish designated “Entertainment Zones” that allow greater flexibility for outdoor alcohol consumption. Staff is proposing introduction of an ordinance that would establish an Entertainment Zone and provide that Entertainment Zone events will be authorized by a special event permit approved by the Town. The law aims to revitalize downtown areas and support small businesses by allowing established businesses within the zones to benefit from additional visitor exposure and event-based sales.

SB 969 amended and added sections of the existing California Business and Professions Code to include provisions for businesses to participate in Entertainment Zones, including amending Sections 23039.5; 23357; 23358; 23396; 25690; and adding Sections 25691 and 25692, which have been reflected in requirements by the ABC and the proposed Town ordinance (Attachment 1).

Within these Entertainment Zones, licensed bars, breweries, wineries, and restaurants may sell beverages to-go for consumption within clearly marked, actively managed event areas, using only non-metal and non-glass approved containers, and with clear designation that participating individuals are 21. During such an activation, no temporary alcohol sales permits, in booths, tents, etc., may be approved within the activated Entertainment Zone boundaries. Businesses within an activated Entertainment Zone must observe all ABC regulations specific to their approved ABC license, with the exception that participating licensed businesses are permitted to allow beverages purchased within their licensed premise to leave the location and enter directly into a public space that is within the activated Entertainment Zone. Thus, multiple businesses, or one umbrella organization, could coordinate a single special event that allows for open containers on the sidewalks, or other public rights-of-way within the approved areas of the activated Entertainment Zone, with approval from the Town.

Following the adoption of an ordinance, licensees wishing to participate in an approved Entertainment Zone activation must annually receive approval by the ABC and provide proof of such approval to the Town.

In late summer 2025, the Los Gatos Chamber of Commerce approached Town staff and requested that staff bring consideration forward to the Town Council for the implementation of

PAGE 3 OF 7

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026

an Entertainment Zone in Downtown to provide more and different opportunities for restaurants to become involved in special events. Staff began researching Entertainment Zones, including conducting multiple one on one meetings with ABC representatives, participating in a regional meeting with several bay area cities lead by ABC representatives and the City of San Jose staff, as San Jose recently adopted an Entertainment Zone Ordinance, and conducted business outreach within the Town of Los Gatos to provide a platform for information and feedback with the downtown business community. Through research and meetings, Town staff identified how the regulations set forth by SB 969 could be applied in Los Gatos by amending the existing Town Code special events ordinance, which is codified in Article X of Chapter 14.

DISCUSSION:

The proposed ordinance amends Article X of Chapter 14 of the Town Code and builds upon the Town's existing special event permit process by providing the opportunity for businesses to collaborate to activate all, or a portion of the Entertainment Zone to provide special shopping events, dining experiences, or other festive gatherings that focus on the businesses of downtown, rather than satellite beverage tents. The proposed ordinance enhances flexibility for event producers and local businesses by enabling more dynamic use of public spaces, allowing patrons to responsibly enjoy alcoholic beverages from multiple participating businesses within a shared and managed common area, and enriches the cultural and social vibrancy of a thriving downtown.

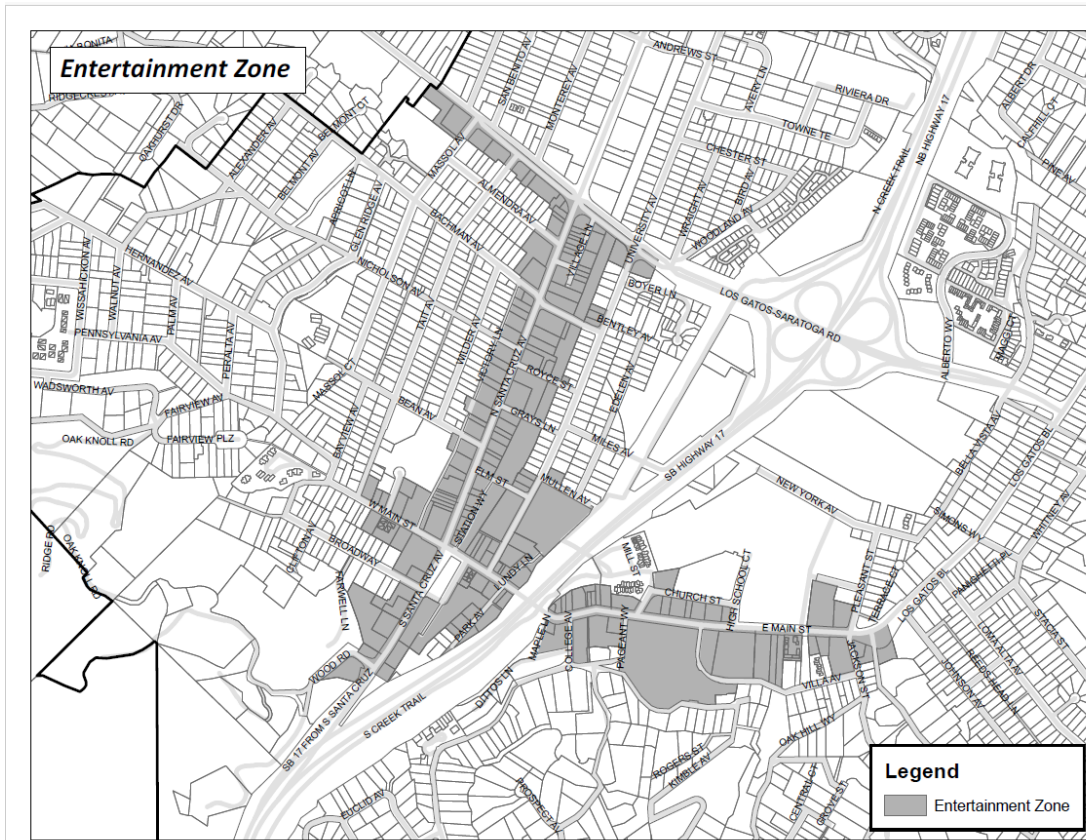
SB 969 requires the local jurisdictions to adhere to specific requirements in establishing Entertainment Zones. Noted below are the requirements of SB 969 along with additional information on how each will specifically be implemented within the Town of Los Gatos. Staff is proposing that the Town Council adopt the ordinance as the legal framework for the establishment of the Entertainment Zone, and for staff, in on-going consultation with the Chief of Police and approval by the Town Manager, to provide policy level direction and specific conditions of approval for each application. This gives staff the flexibility to be nimble and create structured boundaries specific to each activation application with the goal of providing conditions that promote a vibrant, safe, and responsible environment for all stakeholders. SB 969 requires local jurisdictions to:

Enact a Local Ordinance that establishes the Entertainment Zone including maximum defined geological boundaries, days, and hours of activation:

Define maximum geological boundaries of the Zone – Staff is proposing that the maximum boundaries be defined as the Central Business District in Downtown Los Gatos, which includes the C-2 Commercial Zone, and the portion of the C-1 Commercial Zone that is located on E. Main Street, between the Civic Center and Alpine Way, as shown below:

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026



While these are the maximum boundaries that could be activated, ABC permits partial activation of a zone, if clearly noted in the application and conditions of approval. For example, Village Lane businesses could coordinate an evening of shopping where those businesses with direct entry into the area would be included in the activation to highlight the businesses and experiences offered in this portion of downtown. All businesses located within any activation area, given they have obtained approval from the ABC, may participate in an activation, should they choose; however, they are not required to participate.

Days and Hours of Operation – The proposed ordinance allows for activation seven days a week, between the hours of 8:00 a.m. and 10:00 p.m., although licensed premises must also adhere to the specific regulations within their ABC license. Staff is recommending 10:00 p.m. as the latest time of activation as it aligns with the Town’s Late-Night Entertainment Policy for outdoor entertainment. Similar to the boundaries, an activation may be for only part of the maximum hours, for example 3:00 – 9:00 p.m.

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026

Specify types of alcoholic beverages, approved containers of off-Site consumption, and readily identified age verification:

Approved Alcoholic Beverages - The ordinance proposes that establishments may sell any beverage that is within the purview of their specific ABC License, for example, a Type 41 allows only the sale of beer and wine, thus if this is the license a business holds, it may only sell beer and wine during the activation, versus a Type 47 which allows for the sale of beer, wine and spirits.

Approved Non-Glass and Non-Metal Containers – SB 969 and the ABC require that the cup used during Entertainment Zone activations be non-metal and non-glass. Staff proposes requiring a clear plastic cup that is no more than 12 ounces as a guideline; however, recommends the specifics of this guideline remain at a policy level to allow for appropriate conditions of approval to be implemented for each activation. Through benchmarking, staff learned some cities are experimenting with a sticker on the cup, which does not always stay in place, or branded cups, which may be costly for businesses to preorder. Due to variability in events and conditions, staff does not recommend that one cup be specified in the ordinance, other than being non-metal or non-glass, and be further defined through the permit process to ensure consistency between the businesses, ease of identification for event staff, and that there is a maximum amount of beverage ounces set that is appropriate for the event.

Readily Identified Age Verification – Through policy and conditions of approval for individual permits, staff will require wristbands to be provided at the initial point of sale upon age verification by the licensed premise; age rechecked at any time by law enforcement, event staff, or licensed premises staff for patrons exhibiting a wristband; and, remain on all patrons consuming alcohol in the approved Entertainment Zone during the activation. The color and design of the wristband will be required to be submitted and approved through the permit process and be consistent between all participating licensed premises within the Entertainment Zone.

Have Brick-and-Mortar Exclusivity

Approved Licensees within the Boundaries are the Only Participants – SB 969 is designed to allow patrons to carry drinks purchased from local brick-and-mortar businesses within the zone out into public areas to enjoy. This generally ensures these businesses are the primary beneficiaries rather than third-party festival vendors located in pop-up tents, beer gardens, or similar temporary service areas within the streets, sidewalks, etc. Thus, with the activation of

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026

the Entertainment Zone, no other alcoholic beverages may be brought into the zone from an outside residence, business, or delivery service.

Consult with Local Law Enforcement:

Before enacting the ordinance, jurisdictions are required to notify local law enforcement to request feedback on potential health and safety impacts and mitigation strategies. Staff has been collaborating with the LGMS Police Department on the establishment of this ordinance; and, collaborates with Police Department on a consistent basis for the review and approval process of all special event permits. This partnership will continue with special event permits related to the activation of Entertainment Zones. At the direction of the Police Chief, certain Entertainment Zone activations may be required to provide police presence similar to requirements of current special events in Los Gatos. Should this be the case, event organizers would be assessed the associated fee for the Police staff to be onsite for the event. An alternative may be that event organizers are required to implement a security team, or team of event volunteers to assist with patron compliance. These specifics will be identified and provided to applicants within the timeline outline in the Town Code for special event permit response.

Notify the Department of ABC:

Upon establishing or modifying an Entertainment Zone, the Town must:

- Provide the ABC with a copy of the ordinance, including zone boundaries, hours of operation, and beverage/container rules.
- No less than every other year, review the Town's policies and operations in consultation with local law enforcement to ensure public health and safety standards are maintained, and provide confirmation to the ABC.

Beyond the regulations set forth by SB 969, which includes following the California Business and Professions Code and direction of the ABC, staff will prepare a package of notification and signage requirements that Entertainment Zone organizers must print and post at each participating licensed premise, both at the point of sale, and on the door of the establishment notifying the public of the provisions of the activation. Organizers will also be required to have clearly marked signage at the boundaries of the Entertainment Zone stating the rules of participation.

Staff anticipates that the implementation of an Entertainment Zone will offer new and creative ways for businesses to host events that strengthen the vibrancy of downtown and highlight the shopping and dining experience of patrons, while providing enhancement for some existing events. It will likely take a fair amount of staff time initially to review and process permits and

SUBJECT: Adopt an Ordinance Amending Article X – Special Events to establish an Entertainment Zone

DATE: January 26, 2026

provide guidance to the businesses. At this point, ABC has provided direction to staff that businesses cannot be charged a fee for Entertainment Zone activation participation, thus the permit for Entertainment Zone activation alone will be without charge. Should the activation of the zone be part of a larger event that includes components that typically require a Town special event permit, the applicant will be charged the special event application fee and associated event fees that align with the elements outside of the activation.

CONCLUSION:

Staff recommends that the Town Council adopts an Ordinance of the Town of Los Gatos amending Article X. – Special Events, Chapter 14.100, of the Town of Los Gatos Town Code related to the establishment and regulation of an Entertainment Zone pursuant to Senate Bill 969 to allow for the sale of certain alcoholic beverages by licensed establishments for consumption outside in designated public streets, sidewalks, or public right-of-way subject to a special event permit.

COORDINATION:

This report and ordinance were drafted in coordination with Economic Vitality Staff, the Town Attorney's and Town Manager's Office, the Community Development Department, and the Los Gatos-Monte Sereno Police Department.

ENVIRONMENTAL ASSESSMENT:

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

Attachments:

1. Draft Ordinance
2. Redline Special Events Code

DRAFT ORDINANCE

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING ARTICLE X,
"SPECIAL EVENTS," OF CHAPTER 14, "LICENSES AND MISCELLANEOUS BUSINESS
REGULATIONS," OF THE TOWN OF LOS GATOS TOWN CODE TO ESTABLISH AN
ENTERTAINMENT ZONE PURSUANT TO SB 969**

WHEREAS, Senate Bill 969 amended California Business and Professions Code Sections 23039.5, 23357, 23358, 23396, 25690, and added Sections 25691 and 26692 to allow individual jurisdictions to adopt ordinances allowing for the establishment of entertainment zones;

WHEREAS, the Town wishes to establish an entertainment zone in which specified alcoholic beverages can be consumed on public streets, sidewalks, or public rights of way;

WHEREAS, any entertainment zone ordinance must be approved by the State of California Department of Alcohol and Beverage Control; and

WHEREAS, the Town proposes to use its Special Event Permit Process for entertainment zones; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AS FOLLOWS:

SECTION I. Section 14.100.015, "Definitions," of Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town of Los Gatos Town Code is amended to read as follows:

Sec. 14.100.015. - Definitions.

(a) *ABC*. The State of California, Department of Alcohol Beverage Control.

(b) *Advance promotional activity*. Posting, display, or distribution of signs, banners, leaflets, mailing and publications promoting a future special event.

(c) *Applicant*. A person or organization who seeks a permit to conduct a special event governed by this article.

(d) *Block party*. An outdoor neighborhood gathering coordinated by the residents of that neighborhood that includes the closure of a public right of way within an area zoned for residential use. Block parties may not include the closure of arterial streets and may not be for commercial, for-profit, or advertising purposes.

(e) *Conditions of approval or letter of conditional approval.* Requirements with completion timelines concerning the time, place, scope of the event, required permits from other government agencies, vendor provisions, payment of applicable fees and deposits, and other provisions, including but not limited, to conditions to protect the safety of persons and property, provide for adequate traffic control, and regulate the sale and service of food and/or alcohol. Such criteria shall be set forth by the Town Manager to the permittee in writing outlining specifics that must be met prior to the final approval for and issuance of the special event permit.

(f) *Entertainment Zone.* A zone as defined in Section 23039.5 of the California Business and Professions Code, in which specified alcoholic beverages may be consumed at the locations set forth in Section 14.100.070.

(g) *Entertainment Zone Event.* An event that occurs within the boundaries of an Entertainment Zone in compliance with ABC regulations, the requirements set forth in this Chapter, and any associated Town Policy governing the activation of an Entertainment Zone.

(h) *Free speech event.* An event, at which the expression of free speech rights is the principal purpose. "Free speech rights" means expressive activity protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

(i) *Permittee.* Any applicant to whom a special events permit is issued.

(j) *Special event.* Any event, which is scheduled to take place on or contiguous to a Town street, sidewalk, alley or other right-of-way or on Town property including its parks and the grounds of its buildings, which in the judgment of the Town Manager is likely either:

(1) To obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic; or

(2) To attract participants or spectators who are not likely to comply with traffic laws or controls; or

(3) To generate a crowd of sufficient size likely to obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic, or to restrict access to parks, recreation areas or other public areas; or

(4) To require police regulation, monitoring, or control to maintain public safety.

Examples of special events may include, but are not limited to: athletic events such as runs, walkathons, bicycle races, etc., parades, street fairs, festivals, carnivals, car rallies, farmers markets, sidewalk sales, outdoor music concerts, gatherings of merchants, craftsmen, artists or

other sellers of goods for the primary purpose of display and sale to the public of arts, crafts or goods, and Entertainment Zone activations.

(k) *Special event permit*. Written approval issued by the Town Manager for the permittee to conduct the special event as described and conditioned within the conditions of approval. The special event permit is issued after all conditions of approval have been addressed to the satisfaction of the Town Manager.

(l) *Town Manager*. The Town Manager or the Town Manager's designee.

(m) *Vendors*. Entities that are hired or contracted by the permittee to carry out a service associated with the proposed event.

Section II. Section 14.100.035, "Denial," of Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town of Los Gatos Town Code is amended to read as follows:

(a) *Grounds for denial*. Applications for special events permits may be denied for any of the following reasons:

- (1) Information contained in the application or supplemental information requested from the applicant is found to be materially false or misleading.
- (2) The application was incomplete or supplemental information or documents were not provided in a timely manner.
- (3) A permit for another special event at a time and place that would conflict with the proposed event, or cause undue traffic congestion, or create excessive demands for police or other Town services has already been approved.
- (4) The time, route, or size of the event is likely to substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or to disrupt the use of a street at a time when it is usually subject to significant traffic congestion.
- (5) The concentration of persons, animals and vehicles at the site or assembly and disbanding area is reasonably likely to prevent proper police, fire or ambulance services to areas contiguous to the event.
- (6) The size of the event is likely to unreasonably compromise normal police protection to the rest of the Town.

(7) The location of the event is likely to substantially interfere with construction or maintenance work previously scheduled to take place upon or along Town streets, or to interfere with a previously granted encroachment permit.

(8) The special event is likely to occur at a time when a school is in session, at a route or location adjacent to a school, and the noise created by the activities of the event would substantially disrupt the educational activities of the school.

(9) The special event will occur on a route or location adjacent to a hospital or extended care facility and the noise created by the event would substantially disrupt the operation of the hospital or extended care facility or disturb the patients within.

(10) The special event has a prior history of creating conditions that jeopardize the peace and safety of the citizenry.

(11) The applicant has previously violated special event permit conditions.

(12) The applicant refuses to indicate in writing that the applicant will comply with all terms and conditions if the permit.

(13) The scope, intensity, location, type, or size of event deviates from the description provided on the special event application. A new application may be submitted to reflect the deviation so long as the requirements of this Article will be met.

(b) *Limitation on denial of free speech event permits.* In determining whether or not a free speech event permit should be denied, the Town Manager shall resolve all doubts in favor of approval or conditional approval. If the grounds for denial are specified in (a)(3) through (9) of this section, the Town Manager may alter the date, time, place, duration, route, or location of the of free speech event and conditionally approve the application instead of denying it. The conditions imposed shall modify the proposed event only to the extent necessary to avoid the grounds for denial.

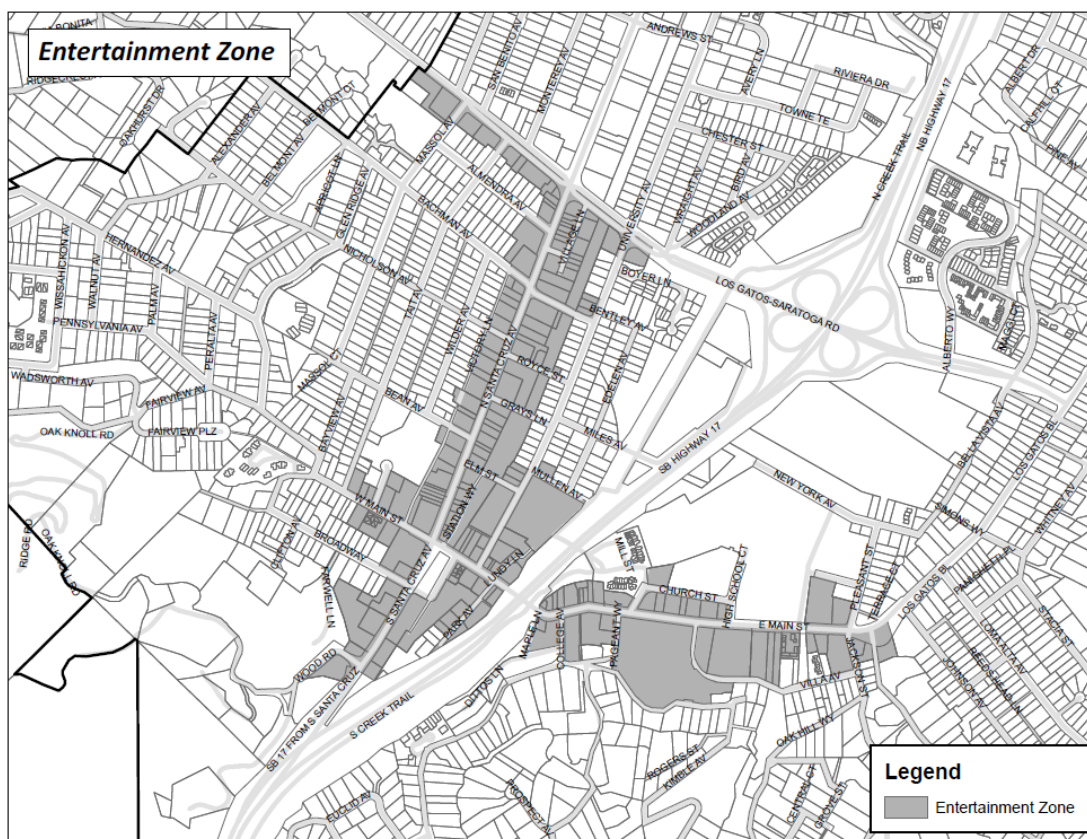
Section III. Section 14.100.070, "Entertainment Zone," is added to Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," to read as follows:

(a) *Establishment and Regulation.* The purpose of this Section is to implement California Code of Business and Professions Code Sections 25690 through 25692 with the establishment and regulation of an Entertainment Zone within a designated area, to allow the purchase of open container alcoholic beverages from local bars, restaurants, wineries, breweries and on-sale licensees for consumption outside in common spaces such as plazas, public streets, sidewalks or public rights-of-way during certain hours,

subject to a special event permit issued pursuant to this Article.

- (b) *Entertainment Zone Requirements.* All commercial entities and organizations sponsoring the Entertainment Zone Event, or selling alcoholic beverages at an Entertainment Zone Event shall comply with all applicable state and local laws and regulations, including:
- (1) All applicable ABC license and permitting requirements;
 - (2) Sections 23357, 23358, 23396 of the California Business and Professions Code, as may be amended from time to time regulating licensed beer manufacturers, licensed winegrowers, and on-sale licensees, respectively;
 - (3) All other laws governing the sale and consumption of alcoholic beverages, except that laws restricting “off-sale” of alcoholic beverages shall apply; and
 - (4) All permit requirements for special events issued pursuant to this Article.
- (c) Open alcoholic beverages may only be consumed within an Entertainment Zone during an Entertainment Zone Event, subject to any other restrictions imposed by state or local law.
- (d) All open alcoholic beverages consumed during an Entertainment Zone Event may only be purchased from a premises located within the Entertainment Zone that is authorized under California Business and Professions Code Section 23357, 23358, or 23396, as may be amended, to permit the consumers to leave the premises with open containers of alcoholic beverages for consumption off the premises, or an organization that is authorized by an ABC license or permit to make such sales within the Entertainment Zone.
- (e) Open containers leaving the licensed premises during an approved Entertainment Zone Event may only be in plastic cups or similar non-metal, non-glass containers, as specified in the special event permit.
- (f) All participating patrons purchasing beverages to be consumed within the approved Entertainment Zone Event must be easily identifiable as over twenty-one years of age and display a wristband or similar as specified within the special event permit.

- (g) Entertainment Zone Hours. Outdoor consumption of alcoholic beverages may only occur during an Entertainment Zone Event between the hours of 8:00 a.m. and 10:00 p.m., subject to any additional limitations imposed by any ABC permit or license and by the special events permit issued pursuant to this Article, including but not limited to more restrictive days and hours during which outdoor consumption of alcoholic beverages is authorized.
- (h) Entertainment Zone Locations. C-2 Central Business District Commercial Zone inclusive of public parking lots, alleyways, and parks located within the Central Business District (C-2); and the portion of C-1, Neighborhood Commercial Zoning located directly adjacent to the south-west of the C-2 Zone along E. Main Street, between Pageant Way and Alpine Avenue as shown on the map below.



- (i) Entertainment Zone Implementation. Within 60 days of the establishment or modification of an Entertainment Zone, the Town Manager or their designee will, following consultation with the Police Department, provide the following information to ABC, pursuant to Section 25690 of the California Business and Professions Code:
- (1) A copy of the ordinance establishing or modifying the Entertainment Zone;

- (2) Information as may be necessary to identify the boundaries of the Entertainment Zone;
 - (3) The days and hours of operation of the Entertainment Zone;
 - (4) The types of alcoholic beverages permitted within the Entertainment Zone; and
 - (5) The approved plastic or similar non-glass and non-metal containers in which alcoholic beverages may be authorized.
- (j) The Town Manager is authorized to promulgate rules and regulations to implement this Article, and the special events guidelines and policies, copies of which shall be provided to ABC, that shall include the following requirements:
- (1) Establish a process or procedure to readily identify individuals purchasing or consuming alcoholic beverages within the Entertainment Zone as being 21 years of age or older;
 - (2) Any person or organization seeking a special events permit pursuant to this Article shall comply with the insurance requirements applicable to that permit, and all rules and regulations authorized by this Article, Special Events; and
 - (3) Any additional requirements for approved beverage containers, additional restrictions on hours of operation for the Entertainment Zone Event, and other time, place and manner restrictions.
- (k) Any holder of an ABC license or permit that wishes to allow customers to leave the premises with open containers of alcoholic beverages for consumption off the premises during an Entertainment Zone Event shall provide the Town with a copy of the notice provided to ABC under Section 23357, 23358, or 23396 of the California Business and Professions Code, as applicable, at the same time such notice is provided to ABC.
- (l) Biennial review. The Town Manager, or the Town Manager's designee, shall review the operation of any established Entertainment Zone every two years following its adoption to ensure that the Entertainment Zone is being maintained in a manner that protects the health and safety of the general public. This review shall be conducted in consultation with the Los Gatos–Monte Sereno Police Department or other local law enforcement agency with jurisdiction, and any reports produced during the review shall be made available to the California Department of Alcoholic Beverage Control upon request.

SECTION IV. CEQA.

Adopting this Ordinance is not a project subject to CEQA because it can be seen with certainty that it will not impact the environment (CEQA Guidelines Section 15378).

SECTION V. Publication.

The Town Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

SECTION VI. Effective Date.

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 3rd day of February 2026, and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the ____ day of ____ 20 , by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS

LOS GATOS, CALIFORNIA

DATE: _____

ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS

8 of 9

Ordinance

February 3, 2026

ATTACHMENT 1

LOS GATOS, CALIFORNIA

DATE: _____

ARTICLE X. - SPECIAL EVENTS

Sec. 14.100.010. - Purpose and intent.

The Town of Los Gatos recognizes the social, cultural and economic enrichment that special events bring to the Town and recognize that those coordinated by non-profit organizations that provide proceeds to charitable organizations provide a community benefit. These events enhance the Town's lifestyle and provide benefits to the citizens and businesses. It is incumbent upon the Town to establish policies and procedures which allow for the advance planning and management of Town personnel and financial resources. It is the intent of the Town to protect the rights of its citizens by establishing the least restrictive and most reasonable manner of regulation to maximize the benefits and minimize the burdens of special events. This article is intended to be interpreted in a manner compatible with the Constitutions and laws of the State of California and the United States.

(Ord. No. 2271, § I, 2-6-18)

Sec. 14.100.015. - Definitions.

(a) ABC. The State of California, Department of Alcohol Beverage Control.

~~(a)~~(b) *Advance promotional activity.* Posting, display, or distribution of signs, banners, leaflets, mailing and publications promoting a future special event.

~~(b)~~(c) *Applicant.* A person or organization who seeks a permit to conduct a special event governed by this article.

~~(c)~~(d) *Block party.* An outdoor neighborhood gathering coordinated by the residents of that neighborhood that includes the closure of a public right of way within an area zoned for residential use. Block parties may not include the closure of arterial streets and may not be for commercial, for-profit, or advertising purposes.

~~(d)~~(e) *Conditions of approval or letter of conditional approval.* Requirements with completion timelines concerning the time, place, scope of the event, required permits from other government agencies, vendor provisions, payment of applicable fees and deposits, and other provisions, including but not limited to, conditions to protect the safety of persons and property, provide for adequate traffic control, and regulate the sale and service of food and/or alcohol. Such criteria shall be set forth by the Town Manager to the permittee in writing outlining specifics that must be met prior to the final approval for and issuance of the special event permit.

~~(f)~~ *Entertainment Zone*. A zone as defined in Section 23039.5 of the California Business and Professions Code, in which specified alcoholic beverages may be consumed at the locations set forth in Section 14.100.070.

~~(g)~~ *Entertainment Zone Event*. An event that occurs within the boundaries of an Entertainment Zone in compliance with ABC regulations, the requirements set forth in this Chapter, and any associated Town Policy governing the activation of an Entertainment Zone.

~~(e)~~~~(h)~~ *Free speech event*. An event, at which the expression of free speech rights is the principal purpose. "Free speech rights" means expressive activity protected by the First Amendment of the United States Constitution or Article 1, Section 2 of the California Constitution.

~~(f)~~~~(i)~~ *Permittee*. Any applicant to whom a special events permit is issued.

~~(g)~~~~(j)~~ *Special event*. Any event, which is scheduled to take place on or contiguous to a Town street, sidewalk, alley or other right-of-way or on Town property including its parks and the grounds of its buildings, which in the judgment of the Town Manager is likely either:

- (1) To obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic; or
- (2) To attract participants or spectators who are not likely to comply with traffic laws or controls; or
- (3) To generate a crowd of sufficient size likely to obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic, or to restrict access to parks, recreation areas or other public areas; or
- (4) To require police regulation, monitoring, or control to maintain public safety.

Examples of special events may include, but are not limited to: athletic events such as runs, walkathons, bicycle races, etc., parades, street fairs, festivals, carnivals, car rallies, farmers markets, sidewalk sales, outdoor music concerts, ~~and~~ gatherings of merchants, craftsmen, artists or other sellers of goods for the primary purpose of display and sale to the public of arts, crafts or goods, ~~and~~ Entertainment Zone activations.

~~(h)~~~~(k)~~ *Special event permit*. Written approval issued by the Town Manager for the permittee to conduct the special event as described and conditioned within the conditions of approval. The special event permit is issued after all conditions of approval have been addressed to the satisfaction of the Town Manager.

~~(i)~~~~(l)~~ *Town Manager*. The Town Manager or the Town Manager's designee.

~~(m)~~ **Vendors.** Entities that are hired or contracted by the permittee to carry out a service associated with the proposed event.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2308, § I, 5-5-20](#); [Ord. No. 2320, § III, 9-7-21](#))

Sec. 14.100.020. - Permit.

(a) *Required:* Any person intending to conduct a special event in the Town of Los Gatos shall obtain a special events permit. No advance promotional activities for a special event shall be commenced before obtaining a letter of conditional approval.

(1) Series events, special events applying to operate as a series on Town property may obtain one special event permit for a period not to exceed twelve (12) months, and require consent of landlord by the Town Manager, or the Town Council at the discretion of the Town Manager. (Examples include: Summer Concert Series, Farmer Market, etc.)

(2) An executed contract for an event or series event does not replace the requirement of the special event permit.

(b) *Exceptions:* A special events permit is not required for the following events:

(1) Funeral processions.

(2) Activities conducted by a governmental agency acting within the scope of its authority.

(3) A special event organized, implemented, and led by the Town of Los Gatos.

([Ord. No. 2271, § I, 2-6-18](#))

Sec. 14.100.025. - Application for special events permit.

(a) *Time for filing.* Application for a permit shall be filed with the Town Manager no later than thirty-six (36) hours before a Free Speech Event, no later than thirty (30) days before a block party, and no later than sixty (60) calendar days and no sooner than one (1) year before a special event.

(b) *Form for application.* An official Town of Los Gatos special event permit application must be completed and submitted to the Town Manager within the time for filing.

(c) *Application fee.* A nonrefundable administrative fee set by Council resolution shall be charged for each application, except that any fee for a permit for a free speech event shall be waived upon a showing to the satisfaction of the Town Manager on appeal, that the fee is so burdensome to the sponsor and/or the applicant that it is likely to interfere with the exercise of constitutional rights of speech or assembly.

(d) Unless changes are at the request of the Town Manager, any "significant deviation" in an event plan as proposed within the original special event permit will require submittal of a new special event permit application. "Significant deviations" include, but are not limited to, a change in the scope, intensity, location, type, or size of an event, and is at the discretion of the Town Manager.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2308, § I, 5-5-20](#))

Sec. 14.100.030. - Action on application.

(a) *Consultation.* The Town Manager shall consult with all Town departments which may be affected by the proposed special event.

(b) *Time for action.* Within thirty (30) days of submittal of a complete application for a special event permit, and within one (1) working day of submittal of a complete application for a free speech event, the Town Manager shall approve, conditionally approve or deny the application. The times for action may be extended by mutual consent of the applicant and the Town Manager, or if the Town Manager does not have enough information to approve, conditionally approve, or deny the application. The Town Manager, if possible, shall expedite action on an application for a free speech event when it is apparent that the purpose of the demonstration would be frustrated if not conducted at a certain date and time.

(c) At the Town Manager's discretion, any event may be escalated to the Town Council for review or approval.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2308, § I, 5-5-20](#))

Sec. 14.100.035. - Denial.

(a) *Grounds for denial.* Applications for special events permits may be denied for any of the following reasons:

- (1) Information contained in the application or supplemental information requested from the applicant is found to be materially false or misleading.
- (2) The application was incomplete or supplemental information or documents were not provided in a timely manner.
- (3) A permit for another special event at a time and place that would conflict with the proposed event, or cause undue traffic congestion, or create excessive demands for police or other Town services has already been approved.

- (4) The time, route, or size of the event is likely to substantially interrupt the safe and orderly movement of traffic contiguous to the event site or route, or to disrupt the use of a street at a time when it is usually subject to significant traffic congestion.
- (5) The concentration of persons, animals and vehicles at the site or assembly and disbanding area is reasonably likely to prevent proper police, fire or ambulance services to areas contiguous to the event.
- (6) The size of the event is likely to unreasonably compromise normal police protection to the rest of the Town.
- (7) The location of the event is likely to substantially interfere with construction or maintenance work previously scheduled to take place upon or along Town streets, or to interfere with a previously granted encroachment permit.
- (8) The special event is likely to occur at a time when a school is in session, at a route or location adjacent to a school, and the noise created by the activities of the event would substantially disrupt the educational activities of the school.
- (9) The special event will occur on a route or location adjacent to a hospital or extended care facility and the noise created by the event would substantially disrupt the operation of the hospital or extended care facility or disturb the patients within.
- (10) The special event has a prior history of creating conditions that jeopardize the peace and safety of the citizenry.
- (11) The applicant has previously violated special event permit conditions.
- (12) The applicant refuses to indicate in writing that the applicant will comply with all terms and conditions if the permit.
- (13) The scope, intensity, location, type, or size of event deviates from the description provided on the special event application. A new application may be submitted to reflect the deviation ~~given the provisions of this chapter 14, Section 100~~ so long as the requirements of this Article will ~~may~~ be met.

(b) *Limitation on denial of free speech event permits.* In determining whether or not a free speech event permit should be denied, the Town Manager shall resolve all doubts in favor of approval or conditional approval. If the grounds for denial are specified in (a)(3) through (9) of this section, the Town Manager may alter the date, time, place, duration, route, or location of the of free speech event and conditionally approve the application instead of denying it. The conditions imposed shall modify the proposed event only to the extent necessary to avoid the grounds for denial.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2320, § III, 9-7-21](#))

Sec. 14.100.040. - Fees.

Fees shall be set by Council resolution shall be charged for each application.

(a) *Fees.* The conditions of approval shall provide a reasonable estimate of fees to be collected by the Town for Town resources required by the event. Any required deposits shall be paid in full prior to the event date. Within twenty-one (21) days after the completion of the event, the Town will provide an invoice for the fees to be collected by the Town. The Town reserves the right to fully invoice the event sponsor after the event for any and all Town resources required before, during and after the event, or for damages to Town property directly related to the event activities.

(b) At times, poor planning by event organizers may result in circumstances requiring an extraordinary public safety response for the immediate protection of public health and welfare. Such incidents result in unanticipated costs and divert critical Town resources, which may be passed along to the event sponsor.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2308, § I, 5-5-20](#))

Sec. 14.100.045. - Revocation of permit before special event.

(a) *Reasons.* The Town Manager may revoke a permit at any time if:

- (1) An emergency arises making it impossible to assign sufficient or appropriate personnel to the event to protect public safety;
- (2) Information is obtained after the permit is issued from which it may be reasonably concluded that the permit should have been denied under [section 14.100.040](#);
- (3) Environmental factors, such as a natural disaster or public health emergency arises that would jeopardize the health and safety of the public if the event were held.

(b) *Notice of revocation.* The applicant shall be informed in writing of the grounds for any such revocation.

(c) *Appeal of permit revocation.* The applicant may appeal a revocation in the manner provided for in [section 14.100.055](#) in all cases except where the revocation is based on emergency and there is insufficient time available to present or schedule an appeal.

([Ord. No. 2271, § I, 2-6-18](#); [Ord. No. 2308, § I, 5-5-20](#))

Sec. 14.100.050. - Revocation of permit during special event.

The Town Manager may revoke the permit during a special event for either of the following reasons:

- (a) The event has deviated from or will deviate from its approved route or area; or
- (b) The event and/or its participants or vendors are violating the law or permit conditions.
- (c) The permittee has been advised of and given an opportunity to control such deviation or violation and refused or failed to do so.
- (d) If fire or another emergency requires the event to be terminated to protect public safety. When a permit is revoked for this reason, all event participants must immediately comply with the instructions of public safety or the Town Manager.

(Ord. No. 2271, § I, 2-6-18)

Sec. 14.100.055. - Appeal process.

(a) *Normal appeal.* Any applicant aggrieved by the denial or conditional approval of a special event permit may appeal the decision to the Town Council by filing a notice of appeal with the Town Clerk within ten (10) days of the delivery of the decision. The Town Clerk shall set the date and time for the public hearing within forty-five (45) days of the filing date and shall give notice to such person of the time and place of hearing as prescribed by law.

(b) *Expedited appeal for free speech event.* If there is insufficient time for a timely appeal of denial or conditional approval of a free speech event events permit to be heard by the Town Council prior to the date on which a free speech event is scheduled, the applicant may request that the Town Clerk schedule the appeal before the Town Manager. The Town Manager shall hold hearing no later than twelve (12) hours prior to the time the event is scheduled to commence and will render a decision as soon as practicable and in no case later than the time the event is scheduled to commence. The Town Manager's decision shall be final.

(Ord. No. 2271, § I, 2-6-18)

Sec. 14.100.060. - Posting of special event permit.

The special event permits and any other required Town licenses and permits shall be maintained at the site during the special event and exhibited upon request of any Town police officer or Town event staff if it is determined that the event is in violation of the special event permit conditions or if an emergency requires termination of the special event to protect public safety. Notices of revocation shall be in writing with the reasons for revocation specifically set forth, unless time does not permit, in which case the notification shall be verbal and followed, at a later date, by written notice explanation.

(Ord. No. 2271, § I, 2-6-18)

Sec. 14.100.065. - Violations.

- (a) It shall be unlawful for any persons to sponsor or conduct a special event without a special event permit.
- (b) It shall be unlawful for any person to participate in a special event with the knowledge a special event permit has not been issued.
- (c) It shall be unlawful for a permittee or sponsor to willfully violate the terms and conditions of a special event permit, or for any special event participant to knowingly and willfully violate the terms or conditions of the special event permit.
- (d) It shall be unlawful for any person to hamper, interfere with, obstruct or impede any special event which has been permitted under this article or to park or leave a vehicle unattended in violation of parking control signs posted regarding a special event.
- (e) It shall be unlawful for any person to drive a vehicle, bicycle or other moving object or propellant, between the persons or vehicles comprising any permitted special event, unless such activity is undertaken at the direction of a Town peace officer, an authorized security person, or event monitor.
- (f) In addition to fees covering Town resources, permit violations may result in fines at the discretion of the Town Manager. All permit violations and fines shall be provided to the event sponsor in writing within twenty-one (21) days after the completion of the event.
- (g) It shall be a misdemeanor for any special event participant to fail or refuse to comply with a revocation order made pursuant to section 14.100.070.

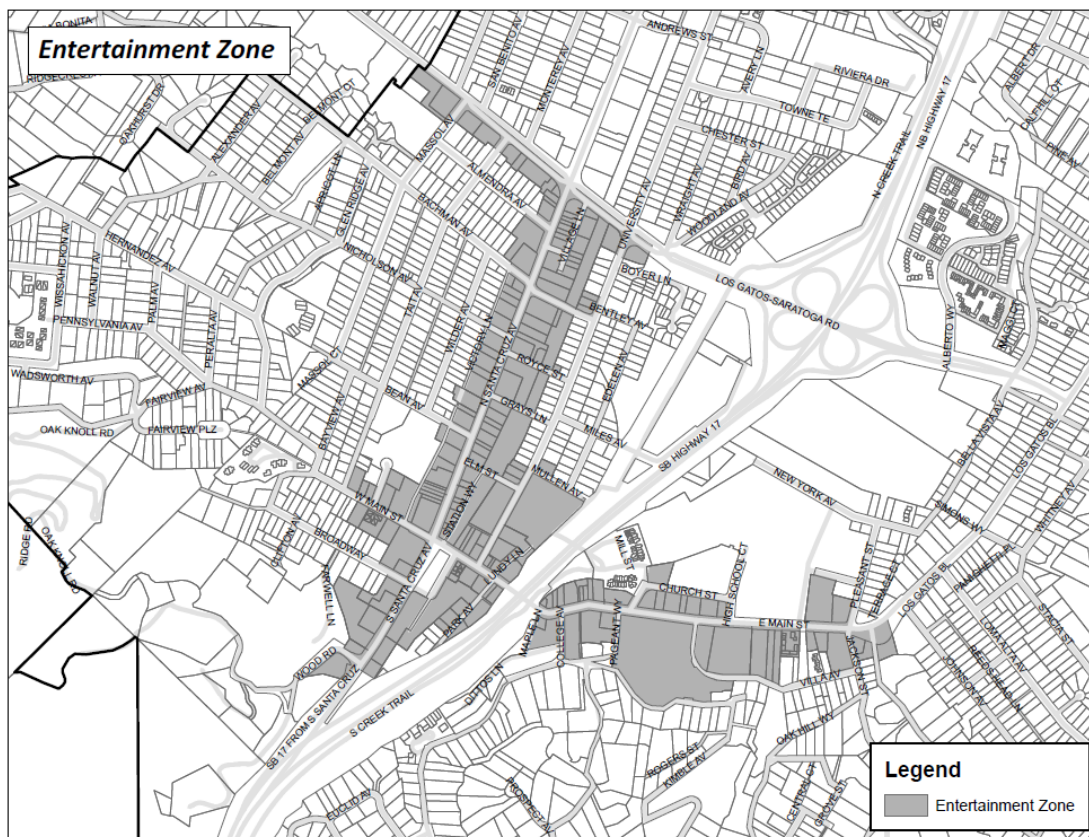
(Ord. No. 2271, § I, 2-6-18)

Sec. 14.100.070. – Entertainment Zone.

- (a) *Establishment and Regulation.* The purpose of this Section is to implement California Code of Business and Professions Code Sections 25690 through 25692 with the establishment and regulation of an Entertainment Zone within a designated area, to allow the purchase of open container alcoholic beverages from local bars, restaurants, wineries, breweries and on-sale licensees for consumption outside in common spaces such as plazas, public streets, sidewalks or public rights-of-way during certain hours, subject to a special event permit issued pursuant to this Article.

- (b) *Entertainment Zone Requirements.* All commercial entities and organizations sponsoring the Entertainment Zone Event, or selling alcoholic beverages at an Entertainment Zone Event shall comply with all applicable state and local laws and regulations, including:
- (1) All applicable ABC license and permitting requirements;
 - (2) Sections 23357, 23358, 23396 of the California Business and Professions Code, as may be amended from time to time regulating licensed beer manufacturers, licensed winegrowers, and on-sale licensees, respectively;
 - (3) All other laws governing the sale and consumption of alcoholic beverages, provided that, consistent with California Business and Professions Code Sections 23357, 23358, and 23396, any restrictions on the exercise of off-sale privileges shall not apply to the removal of open alcoholic beverages from the licensed premises for consumption within the Entertainment Zone; and
 - (4) All permit requirements for special events issued pursuant to this Article.
- (c) Open alcoholic beverages may only be consumed within an Entertainment Zone during an Entertainment Zone Event, subject to any other restrictions imposed by state or local law.
- (d) All open alcoholic beverages consumed during an Entertainment Zone Event may only be purchased from a premises located within the Entertainment Zone that is authorized under California Business and Professions Code Section 23357, 23358, or 23396, as may be amended, to permit the consumers to leave the premises with open containers of alcoholic beverages for consumption off the premises, or an organization that is authorized by an ABC license or permit to make such sales within the Entertainment Zone.
- (e) Open containers leaving the licensed premises during an approved Entertainment Zone Event may only be in plastic cups or similar non-metal, non-glass containers, as specified in the special event permit.
- (f) All participating patrons purchasing beverages to be consumed within the approved Entertainment Zone Event must be easily identifiable as over twenty-one years of age and display a wristband or similar as specified within the special event permit.

- (g) **Entertainment Zone Hours.** Outdoor consumption of alcoholic beverages may only occur during an Entertainment Zone Event between the hours of 8:00 a.m. and 10:00 p.m., subject to any additional limitations imposed by any ABC permit or license and by the special events permit issued pursuant to this Article, including but not limited to more restrictive days and hours during which outdoor consumption of alcoholic beverages is authorized.
- (h) **Entertainment Zone Locations.** C-2 Central Business District Commercial Zone inclusive of public parking lots, alleyways, and parks located within the Central Business District (C-2); and the portion of C-1, Neighborhood Commercial Zoning located directly adjacent to the south-west of the C-2 Zone along E. Main Street, between Pageant Way and Alpine Avenue as shown on the map below.



- (i) **Entertainment Zone Implementation.** Within 60 days of the establishment or modification of an Entertainment Zone, the Town Manager or their designee will, following consultation with the Police Department, provide the following information to ABC, pursuant to Section 25690 of the California Business and Professions Code:
- (1) A copy of the ordinance establishing or modifying the Entertainment Zone;

- (2) Information as may be necessary to identify the boundaries of the Entertainment Zone;
 - (3) The days and hours of operation of the Entertainment Zone;
 - (4) The types of alcoholic beverages permitted within the Entertainment Zone; and
 - (5) The approved plastic or similar non-glass and non-metal containers in which alcoholic beverages may be authorized.
- (j) The Town Manager is authorized to promulgate rules and regulations to implement this Article, and the special events guidelines and policies, copies of which shall be provided to ABC, that shall include the following requirements:
- (1) Establish a process or procedure to readily identify individuals purchasing or consuming alcoholic beverages within the Entertainment Zone as being 21 years of age or older;
 - (2) Any person or organization seeking a special events permit pursuant to this Article shall comply with the insurance requirements applicable to that permit, and all rules and regulations authorized by this Article; and
 - (3) Any additional requirements for approved beverage containers, additional restrictions on hours of operation for the Entertainment Zone Event, and other time, place and manner restrictions.
- (k) Any holder of an ABC license or permit that wishes to allow customers to leave the premises with open containers of alcoholic beverages for consumption off the premises during an Entertainment Zone Event shall provide the Town with a copy of the notice provided to ABC under Section 23357, 23358, or 23396 of the California Business and Professions Code, as applicable, at the same time such notice is provided to ABC.
- (l) Biennial review. The Town Manager, or the Town Manager's designee, shall review the operation of any established Entertainment Zone every two years following its adoption to ensure that the Entertainment Zone is being maintained in a manner that protects the health and safety of the general public. This review shall be conducted in consultation with the Los Gatos–Monte Sereno Police Department or other local law enforcement agency with jurisdiction, and any reports produced during the review shall be made available to the California Department of Alcoholic Beverage Control upon request.



**TOWN OF LOS GATOS
COUNCIL AGENDA REPORT**

MEETING DATE: 02/03/2026

ITEM NO: 16

ITEM NO. 16.

DATE: February 3, 2026
TO: Mayor and Town Council
FROM: Chris Constantin, Town Manager
SUBJECT: **Approve a Council Policy Regarding Adoption of Certain Town Assets**

RECOMMENDATION: Approve a Council Policy entitled Adoption of Assets on Town Owned Property

FISCAL IMPACT:

Adoption of the proposed policy itself has no direct fiscal impact. The policy supports recovery of costs associated with managing the program through Council-adopted fees. The Adopt A Bench program fee will be proposed with the Town FY 2026-2027 Comprehensive Fee Schedule.

STRATEGIC PRIORITY:

This item is not associated directly with a specific strategic priority; however, it aligns with the Town's core goal of good governance.

BACKGROUND:

The Parks and Public Works Department (PPW) has run an "Adopt a Bench" program for many years. There is no known written policy or procedure for this program. In 2024, staff recommended, and the Town Manager agreed, that the program be placed on hold to allow for development of a policy to guide implementation of the program.

As staff evaluated the Town's adopt a bench program and researched asset adoption policies for other jurisdictions, it became clear that adoption of other Town assets may be desirable in the future. As such, the proposed policy was written to address a broad range of potential

PREPARED BY: Nicolle Burnham
Parks and Public Works Director

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

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assets that may be adopted. This policy is intended to address any program where a community member would donate money to the Town in exchange for having a commemorative plaque placed at the adopted location. At this time, staff is only proposing to implement the Adopt a Bench program.

Planters would not be considered part of this policy. Staff will return in the future with a separate policy to address planters as they require the interested party to provide ongoing maintenance to care for the planter rather than a donation of funds.

Adopt-A-Bench History

Throughout 2024 and 2025, staff mapped the location of all benches within Town owned open spaces, in parks, and on streets. Each bench has been geolocated and added to the Town's asset management system and Geographic Information System (GIS) database. The type of bench has been documented. In the case of adopted benches, the plaque inscription has been recorded. Story maps have been created to allow easy access for the public to see the location of all benches in Town and the location of benches available for adoption.

Staff also reviewed all available records associated with existing adopted benches and conducted outreach to request that anyone who adopted a bench contact Parks and Public Works. The intent is to develop complete records of the adopted benches to the maximum extent possible.

Based on the mapping and record research staff determined that a total of 264 benches exist in the Town of Los Gatos park and streets. Of those, 136 include plaques that suggest the bench was adopted at one time. Of those with plaques, staff was able to get contact information for 43 benches. This leaves 93 benches that contain commemorative plaques, but for which no contact information was located through the Department's outreach efforts.

Staff worked extensively to locate as many past donors as possible. This included researching town files and using social media and print flyers encouraging people with history in the program to contact us. This outreach was effective at locating some donors. Staff also placed phone calls to donors for whom contact information existed, but who did not respond to other forms of outreach. At this time, staff has exhausted their ability to locate past donors.

DISCUSSION:

Proposed Policy

Staff have developed a draft policy (Attachment 1) to guide future adoption of Town assets. While the current need is for a policy regarding benches, it is possible this program might be expanded in the future to allow donations to support picnic tables, barbecue pits, and other

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assets. To accommodate this potential future need, the policy was written to apply more broadly. Future asset types would require Council-adopted fees before implementation.

The proposed policy provides a framework for staff to use in managing adopted assets, whereas no framework had existed before. Important issues that are addressed with this policy include:

1. The location of assets for adoption. The policy allows the Director of Parks and Public Works to identify the location of assets for adoption. In the past, residents interested in adopting benches would dictate the desired location of the bench, creating an uneven distribution of benches throughout the Town.
2. Defining responsibilities of the Town with respect to maintenance. Without a policy, the level of maintenance expected of Town staff was unclear. This has been addressed with this policy.
3. Term of adoption and process for renewals. This policy defines the term of adoption as 10 years and the method by which a donor might extend their adoption period. Without this definition, staff was unclear how to manage adopted assets that reached the end of life, and when the donor might no longer want to invest in the asset.
4. Plaque language for adopted assets. The policy provides four options for language on plaques. This ensures consistency of messaging and avoids any potential inappropriate language from being placed in public spaces.
5. Provides for batch processing of adoptions. The policy calls for staff to process adoption applications on July 1st and January 1st of each year. This will allow plaque ordering and installation of assets to occur in batches, rather than as one-off requests. Staff proposed this change to enhance efficiency in ordering and installing assets.

The draft policy was presented to the Town's Parks and Sustainability Commission at their meeting of December 1, 2025. The Commission recommended that the draft policy be brought to the Town Council with two changes.

The first recommended change was to allow for unlimited renewal terms. Staff had initially suggested that only one renewal term be provided, limiting the potential length of adoption to 20 years. The Commission recommended that the number of renewal periods be unlimited over the life of the asset and bounded by the useful life of the asset. This change has been incorporated into the policy.

The second change recommended by the Parks and Sustainability Commission was to allow for custom messaging on plaques. This creates a concern that staff would need to carefully monitor and research messages for hidden or nefarious meanings which could lead to potential

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concerns about free speech infringement. This change has not been incorporated into the policy. If the Town Council would like to pursue this recommendation, staff will need to develop objective criteria for approval of custom messaging and return to the Council with the Policy at a later date.

Future of Past Adopted Benches

As mentioned above, staff was not able to identify the owners of 93 benches with adoption plaques. Available records suggest that these benches were adopted prior to 2015 (after which time Town records are more complete). For these benches, staff will remove the plaques and retain them at the Parks and Public Works offices until June 30, 2027, to allow an opportunity for them to be collected by adopters. After that time, the remaining plaques will be disposed of.

CONCLUSION:

Adoption of the proposed resolution and policy will provide the framework needed for staff to re-initiate the Adopt a Bench program and to implement new adoption programs for other Town assets in the future. If the policy is adopted, staff intends to restart the Adopt a Bench program on July 1, 2026.

COORDINATION:

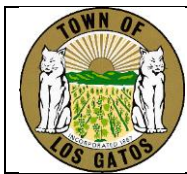
This staff report has been coordinated with the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

Adoption of an administrative policy does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 and 15378(b)(5).

Attachments:

1. Draft Policy "Adoption of Assets on Town Owned Property"



Title: Adoption of Assets on Town Owned Property

Policy Number:

Effective Date: 2/3/26

Pages: 4

Enabling Actions:

Revised Date:

Approved:

PURPOSE

This policy defines the criteria for adopting assets located in Town owned properties.

SCOPE

This policy may apply to benches, trees, picnic tables, and other assets within town owned spaces for which the Department of Parks and Public Works has developed and established an adoption program and for which the Town Council has adopted a fee. This policy does not apply to the planters in the Downtown area.

With respect to assets identified in the scope of this policy, this policy takes precedence over Policy 2-17 "Solicitations and Donation"; and Resolution No. 1996-133 "Naming of Town Owned Facilities" since these policies do not include specific guidelines to address the amenities contemplated in this policy. This policy governs commemorative amenities and does not modify naming requirements for structures, buildings, or large park features governed by Resolution 1996-133.

DEFINITIONS

For purposes of this Policy, the following definitions apply:

Adoptable Asset: A physical amenity such as a bench, tree, picnic table, or other Town-approved site furnishing.

Adoption Term: The time period during which the plaque and dedication remain in place.

Director: The Director of Parks and Public Works or their designee.

Donor: The individual or family financially sponsoring the installation and plaque recognition.

Life Expectancy of Asset: The useful life of which an asset can serve the public. This shall vary from asset to asset.

Town Owned Spaces: May include parks, streets, sidewalks, or other areas where adoptable assets may exist.

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POLICY

The Policy is designed to allow the public to honor people or events in their lives and provide long-lasting beautification to Los Gatos owned spaces. Through this program, any individual, family, business, or community group can provide a donation to adopt assets within a Town park or other Town property. Adoption of assets is permitted only if the Department of Parks and Public Works has mapping of the assets, has identified which assets are available for adoption, and has a prescribed application form available for that amenity.

The Department of Parks and Public Works will accept donations for assets that commemorate or recognize a person, provided that all provisions of this Policy are met. Recognition is limited to individuals or families with a documented connection to the Town of Los Gatos. No organizations or groups will be considered. Only one asset shall be dedicated to any single person or family, unless there is a compelling reason for additional dedications as shall be determined by the Director of Parks and Public Works or staff designated by the Director.

The Director of Parks and Public Works or staff designated by the Director shall establish a procedure for applying to adopt assets and has the authority to approve or deny any adoption donation.

PROCEDURES

The following procedures shall be followed for the adoption of Town assets identified in this policy.

Assets for Adoption: The Town will identify the location and classes of assets available for adoption. The Town will purchase a standard item (bench, table, etc.) and a plaque to maintain consistency through the park system and to ensure quality. Following installation, all assets will be recorded in the Town's asset management system software. This will serve to track the installation date and maintenance history of the asset.

Location of Adoptable Assets: Asset locations and adoption status will be available via publicly accessible mapping tools maintained by PPW. Adopted assets will be positioned to maximize their benefit to an area. The number of assets will be limited so as to not interfere with normal use or maintenance operations of the area. The Town reserves the right to limit or prescribe asset locations as determined by the Director of Parks and Public Works. The Town reserves the right to remove any assets that have been damaged and which are, in the view of Town staff, beyond repair. The Town accepts no liability for damages to any asset from vandals or third parties.

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Plaques: A bronze dedication plaque with a personalized inscription will be mounted on or near each adopted asset. The standard dedication plaque dimensions are determined by the Director. Sentiment on the plaque shall be one of the following, selected by the donor:

- *The Town of Los Gatos recognizes and appreciates _____ (Donor Name) for their donation of this _____ (type of asset) in memory of _____ (Honoree Name).*
- *The Town recognizes and appreciates _____ (Name) for their donation of this _____ (type of asset).*
- *The Town recognizes and appreciates the donation of this _____ (type of asset) in memory of _____ (Name).*
- *In memory of _____ (Name). (Recommended for longer names)*

Upon installation, all assets and plaques will become the property of the Town of Los Gatos and will be maintained by the Parks and Public Works Department. The donor does not have any claim to ownership of the donated asset or the plaque.

Term of Dedication: The asset dedication will have a term of 10 years with 10-year renewal options. Should the original applicant decline to rededicate the asset or fail to notify the Department of Parks and Public Works of an intent to rededicate an existing asset within 60 days of the expiration date of the original 10-year term, the applicant will be contacted to pick up the commemorative plaque from the Town. The retired asset will not be available to the applicant and will be reused or recycled, or it will remain in service and be eligible for adoption by a new applicant.

It is the responsibility of the applicant or their designated representative to retrieve the removed plaque within 60 days after the end of the agreement.

Maintenance: During the adoption term, the Department of Parks and Public Works will provide the following routine maintenance of the asset as required based on the type of asset: Wash the donated item as needed; remove minor graffiti; replace broken or splintered boards; mow turf or remove weed growth as necessary; resurface and reseal as determined necessary by maintenance staff; touch up paint; prune as needed as determined necessary by maintenance staff; and make reasonable attempts to water trees during the establishment period (first 3 years). The Department will be under no obligation to repair or replace any donation item that has been damaged beyond reasonable repair, in the sole opinion of the Department. The Department will be under no obligation to replace vandalized, defaced, weathered, or stolen recognition plaques. If Donor so elects, Donor is responsible for repairing or replacing a donation that has been damaged beyond reasonable repair during its life expectancy and/or replacing

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vandalized, defaced, weathered, or stolen recognition plaques. If the donor elects to fund the replacement of the adopted asset, the 10-year term of the adoption shall start again.

Fee: The fee for the installation and maintenance of each asset for the 10-year adoption period shall be set by the Town Council through the Fee Schedule located here: <https://www.losgatosca.gov/1252/Comprehensive-Fee-Schedule>. The fee shall include all costs for procurement and installation of the asset and associated plaque, including concrete pads and footings (if required), material costs of the asset and plaque, and staff time to procure and install the asset, plus 10-year sponsorship of the donated asset. Additional ten-year terms can be acquired for a renewal fee as set by the Town Council at the expiration of the first ten-year agreement. Costs will adjust annually. No refunds will be given for payments made.

Approval Process: The applicant must submit an application to the Town's Parks and Public Works Department. Applications are processed on January 1st and July 1st of each year. Applications received between those times will be held for batch processing on the dates noted. The Director will review and approve or deny the proposed adoption and plaque. Town staff will order the asset and plaque and perform the installation.

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney