CITY COUNCIL REGULAR MEETING AGENDA

CITY COUNCIL CHAMBERS, CITY HALL
7351 ROSANNA STREET, GILROY, CA
95020

MAYOR
Greg Bozzo

COUNCIL MEMBERS
Dion Bracco
Tom Cline
Terence Fugazzi
Zach Hilton
Carol Marques
Kelly Ramirez

AMENDED AGENDA

Added item 6.12 and
revised recommendation on item 9.4

5:00 PM STUDY SESSION
6:00 PM REGULAR MEETING

MONDAY, JUNE 15, 2026 | 5:00 PM

CITY COUNCIL PACKET MATERIALS ARE AVAILABLE ONLINE AT www.cityofgilroy.org
AGENDA CLOSING TIME IS 5:00 P.M. THE TUESDAY PRIOR TO THE MEETING

COMMENTS BY THE PUBLIC WILL BE TAKEN ON AGENDA ITEMS BEFORE ACTION IS TAKEN BY THE CITY COUNCIL. Public testimony is subject to reasonable regulations, including but not limited to time restrictions for each individual speaker. **_Please limit your comments to 3 minutes._ The amount of time allowed per speaker may vary at the Mayor's discretion depending on the number of speakers and length of the agenda.**

Written comments on any agenda item may be emailed to the City Clerk's Office at publiccomment@cityofgilroy.org or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1 p.m. on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1 p.m. deadline will be provided to the City Council as soon as practicable. Written comments are also available on the City's Public Records Portal at bit.ly/3NuS1IN.

In compliance with the Americans with Disabilities Act, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at least 72 hours prior to the meeting at (408) 846-0204 or cityclerk@cityofgilroy.org to help ensure that reasonable arrangements can be made.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please take notice that the time within which to seek judicial review of any final administrative determination reached at this meeting is governed by Section 1094.6 of the California Code of Civil Procedure.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9 (d)(2) if a point has been reached where, in the opinion of the legislative body of the City on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available with the agenda packet on the City website at www.cityofgilroy.org subject to the Staff's ability to post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, task forces, councils and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE, TO RECEIVE A FREE COPY OF THE ORDINANCE OR TO REPORT A VIOLATION OF THE ORDINANCE, CONTACT THE OPEN GOVERNMENT COMMISSION STAFF AT (408) 846-0204.

If you need assistance with translation and would like to speak during public comment, please contact the City Clerk a minimum of 72 hours prior to the meeting at 408-846-0204 or e-mail the City Clerk's Office at cityclerk@cityofgilroy.org.

Si necesita un intérprete durante la junta y gustaría dar un comentario público, comuníquese con el Secretario de la Ciudad un mínimo de 72 horas antes de la junta al 408-846-0204 o envíe un correo electrónico a la Oficina del Secretario de la Ciudad a cityclerk@cityofgilroy.org.

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1. STUDY SESSION - 5:00 PM

1.1. Call to Order

1.2. Roll Call

1.3. City Administrator Performance Metrics

The agenda for this regular meeting is outlined as follows:

2. REGULAR MEETING - 6:00 PM

2.1. Call to Order

2.2. Roll Call

2.3. City Clerk's Report on Posting the Agenda

2.4. Pledge of Allegiance

2.5. Invocation

2.6. Orders of the Day

2.7. Employee Introductions

3. PRESENTATIONS TO THE COUNCIL

3.1. Caltrain Presentation

3.2. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

This portion of the meeting is reserved for persons desiring to address the Council on matters within the Gilroy City Council's jurisdiction but not on the agenda. Persons wishing to address the Council are requested to complete a Speaker's Card located at the entrances and handed to the City Clerk. Speakers are limited to 1 to 3 minutes each, varying at the Mayor's discretion depending on the number of speakers and length of the agenda. The law does not permit Council action or extended discussion of any item not on the agenda except under special circumstances. If Council action is requested, the Council may place the matter on a future agenda.

Written comments to address the Council on matters not on this agenda may be e-mailed to the City Clerk's Office at publiccomment@cityofgilroy.org or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1:00 pm on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street, prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1:00pm deadline will be provided to the City Council as soon as practicable. Written material provided by public members under this section of the agenda will be limited to 10 pages in hard copy. An unlimited amount of material may be provided electronically.

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco – Downtown Committee, Santa Clara County Library Joint Powers Authority, Santa Clara Water Commission, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

Council Member Fugazzi – Santa Clara Water Commission (alternate), Silicon Valley Regional Interoperability Authority Board (alternate), SCRWA, Visit Gilroy California Welcome Center, VTA Mobility Partnership Committee

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

Council Member Hilton – CalTrain Policy Group, Santa Clara County Expressway Plan 2040 Advisory Board (alternate), Silicon Valley Clean Energy Authority JPA Board, South County Youth Task Force Policy Team, VTA Policy Advisory Committee

Council Member Ramirez – ABAG (alternate), Gilroy Gardens Board of Directors (alternate), Gilroy Sister Cities, Gilroy Youth Task Force (alternate), SCRWA, Santa Clara Housing and Community Development Advisory Committee

Council Member Cline – CalTrain Policy Group (alternate), Gilroy Sister Cities (alternate), Gilroy Youth Task Force, Santa Clara County Expressway Plan 2040 Advisory Board, Silicon Valley Clean Energy Authority JPA Board (alternate), Silicon Valley Regional Interoperability Authority Board, Visit Gilroy California Welcome Center (alternate), VTA Mobility Partnership Committee, VTA Policy Advisory Committee (alternate)

Mayor Bozzo – Gilroy Gardens Board of Directors, Santa Clara Valley Water Joint Water Resources Committee, South County Youth Task Force Policy Team, VTA Board of Directors (alternate), Santa Clara Housing and Community Development Advisory Committee (alternate)

5. BOARD AND COMMISSION APPOINTMENTS

5.1. Appointment of Members to the Youth Commission

1. Staff Report:
   Kim Mancera, City Clerk
2. Public Comment
3. Possible Action:
   Council appoint members to fill available seats on the Gilroy Youth Commission.

6. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of the City Council or a member of the public.

Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar prior to the time the City Council votes to approve. If removed, the item will be discussed in the order in which it appears.

6.1. Approve the June 1, 2026 City Council Regular Meeting and the June 6, 2026 Coffee with the Mayor Meeting Minutes

6.2. Adopt a Resolution Setting the 2026 Fireworks Service Fee

6.3. Claim of John Ganzel (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

6.4. Reduced Speed Limits on Specific Designated Streets in School Zones and Approaching School Zones to 15 Miles Per Hour and 20 Miles Per Hour

6.5. Approve an Amendment to the Professional Services Agreement with Gilroy Chamber of Commerce for Programs Supporting Workforce Development and Business Retention, Expansion, and Attraction, and Adopt a Budget Amendment Resolution

6.6. Authorize the City Administrator to enter into a one-year service agreement with the County of Santa Clara for Animal Sheltering Services for the period of July 1, 2026 through June 30, 2027.

6.7. Adopt a Resolution of the City Council of the City of Gilroy Setting the Appropriation Limit for Fiscal Year 2026-27 (FY27)

6.8. Consent to the Appointment of Michael Horta as Human Resources Director/Risk Manager

6.9. Adoption of Resolution Denying Appeal and Modifying Administrative Hearing Officer's Decision Regarding Business License No. 16606725 and Tobacco Retailer's Permit issued to The Rock Zone

6.10. Adopt a Resolution of the City Council of the City of Gilroy Setting the Tax Rate for Fiscal Year 2026-27 (FY27) for the Gilroy Community Library Project Bonds

6.11. Approval of a Memorandum of Understanding with the County of Santa Clara for Crime Laboratory Services and Authorize the City Administrator to Execute the Agreement

6.12. Consent to the Appointment of Derek Cray as Utilities Director

7. BIDS AND PROPOSALS

7.1. Award a Professional Services Agreement to Kimley-Horn for a Not-to-exceed Amount of $237,117 for the Development of the City of Gilroy Comprehensive Roadway Safety Action Plan, Add the Project to the Capital Improvement Program, and Adopt a Budget Amendment Resolution to appropriate Grant and Gas Tax Funds to the Project

1. Staff Report:
   John Doughty, Public Works Director

2. Public Comment

3. Recommended Action:

   1. Award a Professional Services Agreement to Kimley-Horn for an amount not to exceed $237,117.25 for the development of the City of Gilroy Comprehensive Roadway Safety Action Plan (Project) No. 26-RFP-PW-529, and authorize the City Administrator to execute the contract and associated documents;
   2. Add the Project to the Fiscal Year 26 (FY26) Capital Improvement Program (CIP) with Project Number 801180; and
   3. Adopt a resolution amending the FY26 budget within Gas Tax Fund (205) to appropriate $189,693.80 in FY 2024 SS4A Grant Funds to the Project, along with $47,423.45 in local match from the Gas Tax Fund balance, for a total of $237,117.25.

7.2. Adopt a Resolution Approving the Plans and Specifications for the Las Animas Park Pickleball Courts Project, Appropriating $499,190 to the Project, and Awarding a Construction Contract to Monterey Peninsula Engineering for an Amount Not to Exceed $1,226,401 with a Total Project Construction Cost Including Contingency of $1,288,000

1. Staff Report:
   John Doughty, Public Works Director

2. Public Comment

3. Recommended Action:
   Adopt a resolution approving the plans and specifications for the Las Animas Park Pickleball Courts Project No. 26-PW-305, appropriating $155,000 from the Facilities Fund (615) and $344,190 from the Recreation Fund (290) to the project budget, awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed $1,226,401, establishing a 5% contingency for a total construction contract amount not to exceed $1,288,000, authorizing the City Administrator to execute the construction contract, and authorizing staff to approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the project construction amount.

8. PUBLIC HEARINGS

8.1. Public Hearing and Adoption Pursuant to California Water Code Section 10642 for the 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan

1. Disclosure of Ex-Parte Communications

2. Staff Report:

Izabela Cirloganu, Sr. Management Analyst

3. Open Public Hearing

4. Close Public Hearing

5. Recommended Action:

    1. Receive the informational report on the Draft 2025 Urban Water Management Plan (UWMP).
    2. Open Public hearing;
    3. Close Public Hearing; and
    4. Adopt a resolution approving the 2025 Urban Water Management Plan.

8.2. Introduction of an Ordinance of the City Council of the City of Gilroy Amending Gilroy City Code Chapter 5D, Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts

1. Disclosure of Ex-Parte Communications

2. Staff Report:
   Sharon Goei, Community Development Director

3. Open Public Hearing

4. Close Public Hearing

5. Recommended Action:

    1. Motion to read the ordinance by title only and waive further reading.
    2. Introduce an Ordinance of the City Council of the City of Gilroy amending Gilroy City Code Chapter 5D, Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts.

8.3. Resolution Declaring Results of Majority Protest Proceedings to Renew the Gilroy Tourism Business Improvement District

1. Disclosure of Ex-Parte Communications

2. Staff Report:
   Raissa de la Rosa, Economic Development Director

3. Open Public Hearing

4. Close Public Hearing

5. Recommended Action:

    1. Open/Close Public Hearing;
    2. Declare the results of the majority protest proceedings; and

3. Adopt a Resolution to renew the Gilroy Tourism Business Improvement District.

9. INTRODUCTION OF NEW BUSINESS

9.1. Charles Lux Drive and Lopez Way All Way Stop Control Analysis and Las Animas Elementary School Area Study

9.2. Fiscal Year (FY) 2026 Third Quarter Budget and General Fund Forecast Update and Adoption of Resolutions Amending the Budget and Updating the Position Control List

1. Staff Report:
   Cindy Murphy, Finance Director
2. Public Comment
3. Recommended Action:
   1. Receive budget update as of the Third Quarter of Fiscal Year 2026 (FY26);
   2. Adopt a resolution approving the updated Position Control List for FY26 and FY27;
   3. Adopt a budget amendment resolution for FY26 and FY27.
   4. Authorize the City Administrator to submit a bid for a Reserve Fire Engine from the Mountain View Fire Department for an amount not to exceed $150,000 and execute all related documents necessary to procure the Reserve Fire Engine if Gilroy's bid is accepted.

9.3. Introduction and Adoption of an Urgency Ordinance Amending Chapter 8B of the Gilroy City Code Relating to Voluntary Campaign Expenditure Ceilings

1. Staff Report:
   Harjot Sangha, Assistant City Administrator
2. Public Comment
3. Recommended Action:
   1. Introduce the ordinance by title only and waive the further reading; and
   2. Adopt an urgency ordinance amending Chapter 8B of the Gilroy City Code relating to the voluntary campaign expenditure ceiling and making the finding that immediate implementation of the amendments is necessary to provide certainty to candidates and committees participating in the upcoming 2026 election cycle and to promote orderly election administration.

9.4. Consideration of Options for Amending the Architectural and Site Review Permit Process (FAIR Memo - Marques and Ramirez)

1. Staff Report:
   Sharon Goei, Community Development Director

2. Public Comment

3. Recommended Action:
   Direct staff to enhance public outreach and initiate the process to amend the Gilroy Zoning Code to require Planning Commission review and approval for development projects that require an Environmental Impact Report and have significant and unavoidable impact(s).

10. FUTURE COUNCIL INITIATED AGENDA ITEMS

11. CITY ADMINISTRATOR'S REPORTS

12. CITY ATTORNEY'S REPORTS

13. CLOSED SESSION

13.1. CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING UNITS Pursuant to GC Section 54957.6 and GCC Section 17 A.11 (4)

Collective Bargaining Units: AFSCME Local 101 (General & Supervisory Units) Representing Employees Affiliated with AFSCME, Local 101; Local 2805, IAFF Fire Unit Representing Gilroy Firefighters

City Negotiators: Matt Morley, City Administrator; LeeAnn McPhillips, Human Resources Director/Risk Manager

Anticipated Issues(s) Under Negotiation: Wages, Hours, Benefits, Working Conditions; Memorandums of Understanding: City of Gilroy and Gilroy Fire Fighters Local 2805, City of Gilroy and AFSCME, Local 101 General & Supervisory Units

14. ADJOURN TO OPEN SESSION

Report of any action taken in Closed Session and vote or abstention of each Council Member if required by Government Code Section 54957.1 and GCC Section 17A.13(b); Public Report of the vote to continue in closed session if required under GCC Section 17A.11(5).

15. ADJOURNMENT

City Council Legislative Agenda - FY26 and FY27

	Department or Division	Project Name	Project Description	Status	Mandated	Priority	Estimated Completion Date	Estimated Next Milestone Date	Next Milestone Description
1	Administration - Communication and Engagement Office	Communication and Support for District-Based Elections	Determining the amount and timing of any communications to be undertaken in support of district-based elections.	Staff time primarily,City Clerk's Office, Communications and Engagement Staff, IT GIS Support, Public Works for address support, and others as needed; potentially advertisement costs for public outreach material and postage.	Yes	1	11/7/2028	3/31/2026	Citywide postcard campaign and social media/Email Express campaign with a focus on districts
2	Administration/ City Administrator's Office	Review the Council Policy on General Fund Investment in Recreation Services and Programs	Through the use of a consultant, conduct an assessment on the Recreation Division to address questions related to aquatics services, the General Fund contribution, user fees, and staffing, triggering the full assessment of the division.	Staff time and contract costs, which will be appropriated once the bids are received and an award is issued by the Council. Consultant's assessment will inform on many Council questions/concerns regarding Recreation, and information to consider for the General Fund investment policy.	No	2	6/30/2027	4/6/2026	Council action to award a consultant contract to conduct the study
3	Administration & Community Development	Consideration of Revising the Tobacco Ordinance and a Moratorium on New Tobacco Retailers During Revision Process	Update the Zoning Ordinance and Tobacco Retailer Permit sections of the Gilroy City Code regarding regulating smoke shops and density of tobacco retailers allowed.	Developed and received Council adoption of an urgency interim ordinance to prohibit the issuance of any new tobacco retailer permits citywide. Currently drafting a potential zoning amendment and drafting an ordinance to amend the tobacco retailer permit section of the City Code.	No	2	6/15/2026	4/20/2026	Tobacco Retailer Permit Direction to Council (4/20/2026); Zoning Ordinance update to Planning Commission (5/7/2026)
4	Administration/ City Attorney	Review of Campaign Finance Laws/Contribution Limits and Enforcement Options	Provide information as requested by the City Council	Staff is reviewing information previously provided to Council from the City Attorney's Office to return to Council with a report.	No	3	5/4/2026	5/4/2026	Provide a report and receive any Council direction.
5	Administration - City Administrator's Office	Evaluate the Annexation of Gilroy Sports Park	City Administrator's Office to evaluate the annexation of the Gilroy Sports Park. If evaluation determines to proceed, direct Community Development Department to apply to LAFCO for annexation.	Staff time will be required from Administration to evaluate the annexation, and Community Development for completing the application if determination is to proceed.	No	3	6/30/2026	6/30/2026	City Administrator's Office determination if to proceed with annexation.
6	Community Development	Develop a City Policy on a Regional Approach to Housing/Unhoused Challenges	Develop a City policy for Council consideration regarding the City's efforts towards regional approaches to address housing and unhoused challenges.	Policy is currently being drafted for Council consideration.	No	2	10/31/2026	10/31/2026	Presentation of proposed policy to Council
7	Community Development	Climate Action Plan	Develop and adopt a climate action plan to help implement the 2040 General Plan.	The project is underway with the consultant on board. The project includes both the CAP and the VMT/GHG Legislative Agenda item below.	Yes	1	6/30/2027	4/30/2026	Complete Community-Based Organizations and Technical Advisory Group Meetings
8	Community Development	Develop Vehicle Miles Traveled (VMT) Policy and Transportation Demand Management (TDM) Measures	Develop a Citywide VMT Reduction Policy/TDM Guidelines and a GHG Reduction/Climate Action Plan will help the City implement the Gilroy 2040 General Plan and develop a detailed, strategic framework for measuring, planning, and reducing GHG emissions and addressing related climate vulnerabilities, including streamlining project review for applicants' CEQA compliance.	Staff time and additional funding for associated work were identified for these components of the larger project, in conjunction with the awarded Caltrans grant, to complete the project. The project is underway and simultaneous to, and interdependent with, the Climate Action Plan item above.	Yes	1	6/30/2027	4/30/2026	Complete Community-Based Organizations and Technical Advisory Group Meetings
9	Community Development	Develop Affordable Housing Policy/Ordinance	Develop a policy and/or ordinance relating to affordable housing.	Staff has been participating in the development of a Regional Grand Nexus Study with the Santa Clara County Planning Collaborative to develop new affordable housing policies to be applied to new development.	Yes	1	3/31/2027	9/30/2026	Report and draft framework to the Council for direction
10	Finance	Evaluate the City's Transient Occupancy Tax	Council's workplan item to review and adjust City's existing TOT rate, which is one of the lowest in the County, and pursue it as a ballot measure at the November 2026 ballot.	Drafting the staff report and related materials/resolutions calling the election and placing the initiative on the ballot. Coming before Council in April 2026.	No	1	6/30/2026	4/20/2026	Adoption of the resolution calling for the election and submitting to voters the ballot measure for TOT rate increase and related actions.
11	Fire	Conduct Fire Service Evaluation	Complete a comprehensive Fire Service Evaluation to assess staffing levels, deployment models, response-time performance, station locations, Fire Apparatus work loads, and long-term capital and operational needs. The evaluation will provide a data-driven roadmap for future service delivery.	Scope clarification underway based on prior LAFCO recommendations and Council direction. Next step is Council review of scope and options; any further study remains unfunded pending policy direction.	No	2	6/30/2028	6/30/2027	Present scope, background, and options for the Fire Service Evaluation to City Council for policy direction on whether to proceed with a staff-led assessment and/or consultant-supported study.

City Council Legislative Agenda - FY26 and FY27

	Department or Division	Project Name	Project Description	Status	Mandated	Priority	Estimated Completion Date	Estimated Next Milestone Date	Next Milestone Description
12	Police	Police Department Service Level Evaluation and Strategic Plan	Conduct a comprehensive three-year strategic plan and operational needs assessment to evaluate staffing levels, patrol deployment, beat structure, workload demands, future service expectations, and current and future facility needs, capacity, and infrastructure requirements. assessment.	Consultant support (CA POST) for staffing study, TBW (Team Building Workshop), data analysis tools, and leadership facilitation time.	No	2	12/31/2028	3/5/2026	Department Team Building Workshop will be completed on 3/5/26. Next milestone - POST Staffing Studying and target study completion by Q4 2027.
13	Public Works	Beautification Efforts for Gilroy Gateways - Highway 101 and Monterey	This action would beautify the cloverleaf area at the 101/Monterey Road South interchange with median enhancements extending to the Sports Park entrance.	No work has commenced to date. Confirmation of scope and funding of conceptual design needed.	No	2	7/31/2028	10/31/2026	Report to Council to receive more specific direction and funding identification.
14	Public Works	Highway Cloverleafs/Interchange Maintenance Responsibility	Hwy 101 cloverleafs are currently maintained by Caltrans. The City Council indicated an interest in assuming maintenance responsibilities in an effort to improve these gateway locations.	No work has commenced to date. No discussions with Caltrans has commenced. Staff will be seeking confirmation of continued interest in taking on additional maintenance obligations and liability.	No	2	1/1/2028	10/31/2026	Council agenda item to seek further direction on this task.
15	Public Works	Update the Parks and Trails Master Plan	This project will develop a Parks and Recreational Trails Master Plan to guide City staff on the life cycle, needs, and replacements for Parks facilities.	Funding for a consultant and public outreach is committed.	No	2	2/28/2028	6/15/2026	Award of contract for consultant services.
16	Pubic Works	Downtown/ Rule 20A Undergrounding	This project will underground a total of five poles and associated overhead utilities along Monterey Street between 8th and 10th Street utilizing banked PG&E Rule 20A credits.	The City adopted a Utilities Undergrounding District which preserves current Rule 20A credits. Rule 20A program is being phased out and no new credits are being earned by cities. Credits typically equal approximately 50 cents on the dollar. Additional City funding will likely be required to implement.	No	2	12/30/2032	7/1/2026	Meet with PG&E Rule 20A staff to confirm 20A credit balance and process to move forward with the City undergrounding project.

GILROY SPORTS PARK ANNEXATION

Project Description: City Administrator's Office to evaluate the annexation of the Gilroy Sports Park. If evaluation determines to proceed, direct Community Development Department to apply to LAFCO for annexation.

Approach:

As annexation is likely to succeed only with compelling reasoning, a feasible project will significantly drive the recommendation to annex the sports park.

Priority for annexation aligns with potential future use of the site for a P3 sports park development. This work includes a Council Ad Hoc committee engaged in the effort. The analysis has shown the initial approach of working with the SJ Sharks is not financially feasible.

Project Scope Expansion: The expansion brings in additional development opportunities through incorporation of a potential new development partner. This work will begin with establishing a revised pro forma for an expanded project, leading to a future discussion on feasibility with the ad hoc and City Council.

Original Completion Date:

June 30, 2026.

Revised Completion Date:

October 19, 2026.

Project timeline extension to October 2026 based on project scope expansion.

Schedule and Milestones:

February 2026:

Acknowledge pro forma with Sharks does not work for City economically. Based on current information, annexation not recommended.

May 2026:

Engage with ad hoc on next steps following exclusive negotiations with SJ Sharks. Proceed with addition of new development partner.

June 2026:

Update ad hoc on status.

August 2026:

Complete revised pro forma and present to ad hoc.

September 2026

Revise pro forma as necessary.

October 2026

Present pro forma to City Council.

Finalize recommendation to annex or retain status quo.

ECONOMIC DEVELOPMENT

Project Description: Economic Development Strategic Plan Update

Approach:

Updated the strategic plan and review with the Council to ensure alignment on priorities.

Completion Date:

August 31, 2026

Schedule and Milestones:

June 30, 2026:

Review and edit draft of revised plan

August 31, 2026

Council approval of Strategic Plan Update

Project Description: Mobile Vending Ordinance

Approach:

Establish an ordinance to regulate mobile vendors.

Original Completion Date:

October 31, 2026

Schedule and Milestones:

July 30, 2026:

Develop draft ordinance

October 31, 2026

Council approval of Ordinance

Project Description: Community Benefit District for Downtown Business

Approach:

Develop and roll out a CBD with business.

Completion Date:

February 2027

Schedule and Milestones:

September 2026:

Create draft and begin business outreach and review; draft enabling ordinance in advance of Resolution of Intention

January 2027

Council approval: Enabling Ordinance and Resolution of Intention

May 2027

Public Hearing for District Formation

Project Description: Downtown Vitality Activation Policies

Approach:

Address ground floor use flexibility to increase occupancy and investment and accommodate changes in market demand. Potential code changes to facilitate efforts.

Completion Date:

June 2027

Schedule and Milestones:

November 2026:

Create draft and begin business outreach and review

March 2027

Council review and feedback

June 2027

Public Hearing

FIRE SERVICE REVIEW

Project Description: Complete a comprehensive Fire Service Evaluation to assess staffing levels, deployment models, response time performance, station locations, Fire Apparatus workloads, and long-term capital and operational needs. The evaluation will provide a data-driven roadmap for future service delivery.

Approach:

Staff will develop a scope for review by the City Council, incorporating the most recent LAFCO Fire Service Evaluation.

The scope will drive a consultant contract to conduct the necessary analysis, leveraging past service delivery studies.

Original Completion Date:

June 30, 2028

Revised Completion Date:

June 20, 2027

Schedule and Milestones:

August 17, 2026:
Review scope of services for consultant agreement with City Council. Include cost estimate to provide services and approach to obtaining a consultant.

November 16, 2026:
Complete consultant procurement – Council award of contract.

June 2027:
Complete evaluation and provide report to City Council.

GATEWAY BEAUTIFICATION

Project Description: This action would beautify the cloverleaf area at the 101/Monterey Road South interchange with median enhancements extending to the Sports Park entrance.

Propose modification to scope to include Leavesley Road gateway areas.

Approach:

Preliminary work will focus on dedicating maintenance staffing to a weekly focus on gateways.

Staff will develop a capital program to improve gateway landscaping, focusing on median islands and landscaping in the right of way.

Original Completion Date:

July 31, 2028

Schedule and Milestones:

August 2026:
- Utilizing staffing adjustments from mid-cycle budget adjustments, allocate staff to enhanced gateway maintenance.

December 2026:
- Develop scope of landscape capital projects for inclusion in capital project discussions

March 2027:
- Begin budget presentations to Council for funding allocation

August 2027:
- Begin project design

October 2027
- Bid Project

November 2027
- Award Project

January 2028
- Begin construction

July 2028
- Close out project construction

POLICE DEPARTMENT SERVICE LEVEL EVALUATION AND STRATEGIC PLAN

Project Description: Conduct a comprehensive three-year strategic plan and operational needs assessment to evaluate staffing levels, patrol deployment, beat structure, workload demands, future service expectations, and current and future facility needs, capacity, and infrastructure requirements.

Approach:

Through data driven analysis, review and develop a refinement plan for police services. Utilize a consultant to provide a third-party analysis.

Original Completion Date:

December 31, 2028

Revised Completion Date:

January 30, 2028.

Schedule and Milestones:

August 2026:
- Analyze data collection processes and refine to ensure accurate reflection of current operations.

December 2026:
- Review data collection and adjust as necessary.

January 2027:
- Report to Council – Data focused Policing Services

March 2027:
- Identify project scope and plan for mid-cycle budget adjustment for consultant services.

August 2027:
- Finalize RFP for consultant services.

October 2027
- Award consultant agreement

January 2028
- Begin analysis. Adjust data collection approach as needed to facilitate reporting.

August 2028
- Draft report and status update to City Council.

December 2028
- Project Completion

City Administrator Performance Measures

Performance Measures	Rating (1-10)	Avg of Rows	Mayor	CM 2	CM 3	CM 4	CM 5	CM 6	CM 7
Individual Characteristics & Professional Skills	10	-							
Organizational Management & Policy Delivery	10	-							
Relations with City Council	10	-							
Fiscal Management	10	-							
Community Relations	10	-							
Total	**50**	0	**Box A - Average of Performance Measures**						

Special Initiatives (progress on)	Rating (1-5)	Avg of Row	Mayor	CM 2	CM 3	CM 4	CM 5	CM 6	CM 7
Gilroy Sports Park	10	-							
Economic Development	10	-							
Fire Services Review	10	-							
Gateway Beautification	10	-							
Police Department Service Review	10	-							
Total	**50**	0	**Box B - Average of Special Initiatives**						

Scoring Rubric	
Value of Box A - Performance Measures	0
Value of Box B - Special Initiatives	0
Total Points (Box A + Box B)	**0**

Performance Pay Structure	
Rating	Performance Pay
70	$2,500
75	$5,000
80	$7,500
85	$10,000
90	$20,000
95	$30,000
100	$40,000

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Appointment of Members to the Youth Commission**
Meeting Date:	June 15, 2026
From:	Kim Mancera, City Clerk
Department:	Administration
Submitted by:	Kim Mancera, City Clerk
Prepared by:	Kim Mancera, City Clerk

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council appoint members to fill available seats on the Gilroy Youth Commission.

EXECUTIVE SUMMARY

BACKGROUND

The City opened the summer recruitment period ending May 20, 2026, to fill seats on the Gilroy Youth Commission with member terms vacant or expiring as of June 30, 2028. A total of five (5) seats with this term length are open. The Council held interviews on June 1, 2026. Eleven (11) of the twenty-seven (27) applicants attended the interview.

ANALYSIS

The City received twenty-seven (27) applications. Eleven (11) applicants presented themselves for Council interview at the June 1, 2026 regular City Council Meeting. Below is the list of applicants. For those who did not attend the interview, there is an indicator * next to their name on the list below.

1. Abigail Nguyen

2. Alexandra (Lexi) Anderson *
3. Annbelle Pham *
4. Asztryd Bolanos
5. Avery Lucero *
6. Clarissa Lustre *
7. Cormac Stumpf
8. Genesis Rufino *
9. Jacob Angelo Ona *
10. Jaxson Liu
11. Jeremy Vu
12. Kacie Walker
13. Kiara Brinton *
14. Linda Diakova *
15. Lizeth Gomez
16. Mia Gibson
17. Paige Lott *
18. Robert Gareev
19. Ryan Nguyen *
20. Sarah Isaac
21. Saurika Dey *
22. Sean Anderson *
23. Sienna Teel *
24. Trinity Wagner *
25. Tyler Krepick *
26. Violet Ramirez *
27. William Purdy

* Applicants who did not attend the interview.

ALTERNATIVES

None. Council may appoint any of the applicants to fill the five (5) seats currently available, or a portion thereof.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

The City advertised the recruitment through social media and the City's website, as well as advertisement through the Gilroy Unified School District.

NEXT STEPS

Once appointments are made, staff will complete the processing of those selected to serve on the Youth Commission.

Attachments:

1. 2026 Youth Commission Applicaions - Redacted

Boards/Committees/Commissions Application Form

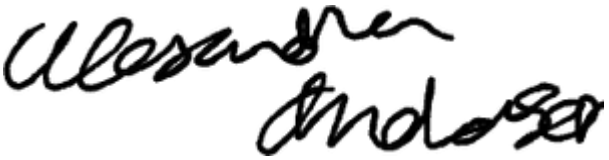
Board/Committee/Commissions	• Youth Commission
First Name	Abigail
Middle Name	Gia Han
Last Name	Nguyen
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Home
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. TJ Owens Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	- Good time management skills (high school classes and college classes) - Communication skills are very well rounded (works well in groups full of diverse people, took a communication class, multiple presentations made, uncontested class officer, in tune with class's wishes) - Was a media manager for Woven in Medicine (a student led medical journal) for about a year - Always on top of things/responsible (ASB duties such as checking in with members to update the class budget and contributing to meetings with class's ideas in mind) - Class treasurer (ASB) for 1 year, re-elected/uncontested for 2nd year (2026-2027)
List any service to the community incluiding any prior appointments:	- Volunteered for the Run for Fitness event at Gilroy high school - Volunteered to set up Operation Freedom Paws winery - consistent volunteer in South Valley Middle School's Volleyball season - volunteered at Gavilan Community College's to prepare events such as helping to sort out clothes for fundraising - volunteered for multiple swim meets for Gilroy Gators - volunteered at the snack bar during Gilroy High School Basketball season - Volunteered for Gilroy High School's Rev-Up event - volunteered to help set up events and prepare classrooms before summer at

	GECA Total hours committed to community: 49.5 hours
What are your goals while serving on this Board/Commission/Committee?	I hope to further emphasize the voices of multiple people, especially the students of Gilroy whether it be middle school or high school students. However, as of right now, I'd like to focus on the voices of GECA students. I know a lot of people have opinions and ideas about certain situations but don't voice them out, so I want to act as a way to communicate their feelings to a larger group. I'd also like to help work on the sports recreation in Gilroy, specifically volleyball. I used to play volleyball for club and school teams and that community in Gilroy has been having some issues with the Gilroy recreation program about open gyms offered. Hopefully, I can help pitch in to smooth out the consistency of the scheduling and improve the accessibility of those open gyms.
Why are you most qualified to serve on this Board/Commission/Committee?	I'm already a member of some sort of board, that being my school's ASB and a club. I also think that I'm a very well rounded person with strong skills in communication, teamwork, and leadership learned from many of my classes and applied in presentations, performances, projects, and sports. I have lots of experience planning events such as GECA's fall festival, Halloween dance, and fall rally. In these events, I collaborated with lots of different people including the students of my school, other officers, and teachers. I've also helped to introduce and develop more ideas for these events which had the majority of students' interests in mind such as having a treasure hunt during Halloween dance, competitions for spirit games (spike ball tournament, blind bouquet making, musical chairs, volleyball tournament, etc), spirit days, and ensuring that students' concerns are heard such as ticket pricing.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Alexandra
Middle Name	Loren
Last Name	Anderson
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. TJ Owens Gilroy Early College Academy (GECA)
Grade / School Year:	9th
List your qualifications for this appointment:	Although my qualifications are limited at this time because I am a freshman in high school my intentions are to expand my leadership skills and advocate for my peers and myself.
List any service to the community incluiding any prior appointments:	I recently volunteered with events at elementary and middle schools, while also participating in planting trees at community gardens. I have taken part in the PTSA that is involved with my school.
What are your goals while serving on this Board/Commission/Committee?	My goal is to be involved with my peers while learning to how to make a difference and contribute to my community.
Why are you most qualified to serve on this Board/Commission/Committee?	I am hardworking, a fast learner and will strive to do the best with my contributions to this great organization.

By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/20/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Annabelle
Last Name	Pham
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Christopher High School
Grade / School Year:	10th
List your qualifications for this appointment:	I am a current member of the Gilroy Foundation Youth Board and a club officer for my school's Asian Student Union.
List any service to the community incluiding any prior appointments:	Volunteering at Saint Mary School During School Hours - Helped inside classrooms with cleaning up, helping the teacher grade work, and doing any work requested by the teacher. Volunteering at Saint Mary School During the Summer - Helped organize, unbox, and clean up classrooms to prepare for the upcoming school year. Volunteering at Saint Mary School's Italian Dinner - Served the guests dinner, helped in the auction, and cleaned up the tables. Volunteering at Saint Mary School's Spaghetti Dinner - Helped carry and restock the noodles, sauce, and garlic bread to serve the guests. Volunteering at the Gilroy Portuguese Hall - Helped set up the tables to make it look neat for the guests, cleaned up their appetizer and main course plates, served dessert, and cleaned up at the end.

	Volunteering at the Gilroy National Night Out - Helped set up informational tents before the event and walked around to see if any tent holders needed help.
What are your goals while serving on this Board/Commission/Committee?	My goals are to help make the youth community of Gilroy feel more represented and connected, creating one unity. I want to assist in expanding volunteer opportunities, youth events, and career resources, ensuring that different schools with a variety of backgrounds feel represented in a special way. I will bring the student concerns that I hear from my experiences to the City Council, specifically on issues concerning mental health, recreation, school safety, transportation, and involvement of the youth. In all, my goal is to help make my city, Gilroy, a city where those unrecognized feel recognized.
Why are you most qualified to serve on this Board/Commission/Committee?	I am most qualified to serve on this Commission because I bring both a student perspective and a desire to put my experiences forward in service to my community. I recognize and understand the challenges faced by the young people around me, especially in the school environment, and I will ensure that I help make the environment a safer and more engaging place. I am known to be a good listener and provide good advice, getting along well with others, and being responsible. In all, I truly believe I would be a committed member who belongs to serve a role in the Youth Commission.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/15/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Asztryd
Middle Name	Sismai
Last Name	Bolanos
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	South Valley Middle School
Grade / School Year:	8th
List your qualifications for this appointment:	persuasive independent enthusiastic disciplined
List any service to the community incluiding any prior appointments:	. Part of the Freedom Fest Choir in the city of Morgan Hill
What are your goals while serving on this Board/Commission/Committee?	My goals are to promote unity and inclusiveness of youth in the community. I would also like to beckme familiarized with challenges facing youth in our community and come up with creative ways to solve these.
Why are you most qualified to serve on this Board/Commission/Committee?	I am most qualified because I am focused when it comes to achieving goals, while at the same time bringing kindness to solve problems.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth	• I agree.

Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.

Signature	
Date	05/19/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Avery
Middle Name	Grace
Last Name	Lucero
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Brownell middle school
Grade / School Year:	7th
List your qualifications for this appointment:	I have been a part of ASB for my school. Putting together school events and activities. I work well with a team. I've been playing softball for 5 years which has shown me how to be a good team player.
List any service to the community incluiding any prior appointments:	My only experience is with ASB.
What are your goals while serving on this Board/Commission/Committee?	My goal is to grow my experience and help my community.
Why are you most qualified to serve on this Board/Commission/Committee?	Like I mentioned above, I have been part of a team for many years which taught me teamwork, accountability , and hard work. I have helped my school setting up school events.
By clicking on this box, I declare under penalty of perjury that I am	• I agree.

currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.

Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission • Arts and Culture Commission • Parks and Recreation Commission
First Name	Clarissa
Last Name	Lustre
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	No
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Gilroy high school
Grade / School Year:	12th
List your qualifications for this appointment:	Team working Fast learning
List any service to the community incluiding any prior appointments:	Volunteers
What are your goals while serving on this Board/Commission/Committee?	Commission
Why are you most qualified to serve on this	Commission

Board/Commission/Committee?	
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/15/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Cormac
Middle Name	M
Last Name	Stumpf
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Home
Primary Phone Number	[redacted]
Alternate Phone Type	Home
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	St. Mary School
Grade / School Year:	7th
List your qualifications for this appointment:	I am passionate about debating, and I possess advanced literary skills, efficient communication abilities, and supportive team-building skills. I am responsible, willing to learn, and able to consider different points of view before making decisions. I believe these qualities would help me be a thoughtful and reliable member of the committee.
List any service to the community incluiding any prior appointments:	I have participated in a multitude of annual Saint Mary's fundraisers, as well as assisted in tours and school events. I have developed skills such as cooperation, improvisation, and flexibility that better support me in this role. I have not previously served on a board or commission, but I am excited to have the opportunity to serve my community.
What are your goals while serving on this Board/Commission/Committee?	My goal is to serve Gilroy responsibly and learn more about how local government works. I would like to represent kids and students in Gilroy, listen to the needs and concerns of others, and contribute thoughtful ideas. I also hope to gain experience working as part of a formal committee.
Why are you most qualified to serve on this	I have above average writing capabilities, including advanced grammar, vocabulary and written communication. I have had previous experience with

Board/Commission/Committee?	organizing groups for after school and weekend activities. I stay informed about what is happening in Gilroy by reading the City of Gilroy newsletters and local news. I am familiar with debate and argument writing from school, which has helped me learn how to listen to different opinions, explain my ideas clearly, and think through issues carefully.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/21/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Genesis
Middle Name	Jasmine
Last Name	Rufino
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. Tj Owen's Gilroy Early College Academy
Grade / School Year:	9th
List your qualifications for this appointment:	•Organized •Sociable •Consistent •Charismatic •Determined
List any service to the community incluiding any prior appointments:	School events and tutoring younger kids at Ciel
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on this boards are to make the youth feel heard and included in the activities that we will plan for the future.
Why are you most qualified to serve on this Board/Commission/Committee?	I am most qualified to serve on this board because I am a very sociable person meaning i can interacts with many youths and listen to their opinions and preferences.

By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/21/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• [redacted]
First Name	Jacob Angelo
Middle Name	Jaymalin
Last Name	Ona
Home Address	[redacted]
City	GILROY
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	No
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	0
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	I am willing to learn new things that can contribute to my community's goals, to effectively collaborate with other members of the commission. I am dependable on assignments that will be given to me to achieve our common goal.
List any service to the community incluiding any prior appointments:	None in this country because we just moved here a year ago, I came from the Philippines. In my country, I have served as altar server in our church for 2 years, we had programs for small kids during summer.
What are your goals while serving on this Board/Commission/Committee?	I will actively represent the community's diverse needs to ensure everyone has access to important information and programs and that all youth in the City of Gilroy will have the same will and responsibility to live in a safe and peaceful environment.

Why are you most qualified to serve on this Board/Commission/Committee?	My dedication to my task.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/17/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

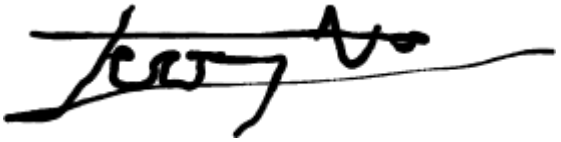
Board/Committee/Commissions	• Youth Commission
First Name	Jaxson
Last Name	Liu
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr TJ Owens Gilroy Early College
Grade / School Year:	10th
List your qualifications for this appointment:	I am very passionate about a community full of kindness, and I have lots of practice with working with people to get the best outcome possible. During middle school and high school, I have been bullied, and I watched it happen, too. I don't want sympathy, I just don't want this to continue to happen. If more kindness were perpetuated within the community then the acceptance of bullying would drastically decrease. Small things like little campaigns could make all of the difference. So many people could be helped if small things were done to help them, and that's what I want to do. On top of this, this is my second year being a lifeguard at Christopher High School. I have talked with coworkers, bosses, and patrons. I have honed my communications skills and can now talk efficiently with others. I understand what they are trying to say, and can work with them to help them. As a youth commissioner, I could ensure these attributes get put to use. My passion for a community of kindness will drive me to work harder and harder every day until I make a real difference for everybody. My communication skills will allow me to talk to the people of schools and understand what they want. I know if I use these attributes in the Youth board, I will help greatly.
List any service to the community incluiding any prior appointments:	Over 40 hours doing community service, helping all sorts of events and projects. - Las Animas Clean Up, Walking around Las Animas park picking up trash from all over the park. I made the area was beautiful and I ensured that there was a lot less litter across the park. - Gilroy High School Track Meet, I helped my fellow students create a nice track meet where everything ran smoothly. I assisted them with snacks, the track, and

	even doing dishes to ensure a nice community e - Run For Fun, I helped corral the people and help them get out of their run to the correct place. Every kid and adult went to a specific building after they finished their run so I would help lead them there. Non-community service Hours - Lifeguarding at Christopher High School, I keep the community safe. No matter who enters the pool deck, I prevent harm from coming to them and if any does, I am there to help them when they are in any danger or harm.
What are your goals while serving on this Board/Commission/Committee?	While serving on the Commission, I hope to enact some sort of program in which I encourage people to be kind. Too often are people casted out of community or groups. This could be due to many different kinds of reasons but on the youth commission board I hope to work so people are more integrated into the community. I have many ideas on what I could do for this. My program would incorporate a couple representatives from each school who just watch others. They would have to be very social and wanting to encourage the kindness but if we got the right people, it would definitely work. They would hand out wrist bands to those they see are being kind. At the end of a day, week, or month, some sort of prize could be given out. Overall, I just want to create some wort of project or activity that helps create relationships within the community. I really want to work on this with the commission and I think working with them on an idea like this could lead to something much larger and more beneficial for students.
Why are you most qualified to serve on this Board/Commission/Committee?	I am the most qualified because of my drive. I want to work on my program and continue to pursue a kinder community. This drive will put me over the edge of my competitors. I have thought this through, and have been wanting to do something for the community. It has been too long since there has been a feeling of warm community around most of the people in high school and I hope to fix that. Others don't have this drive, but if they did, there is no way they could have it to the same extent. I am really looking forward to interviews and know I would be the best candidate for the youth commission board.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/20/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Jeremy
Middle Name	Quoc Huy
Last Name	Vu
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	GECA (Dr T.J. Owens' Gilroy Early College Academy)
Grade / School Year:	10th
List your qualifications for this appointment:	Some of my qualifications for this position include my leadership skills, responsibility, respect, kindness, intelligence, creativity, perseverance, listening skills, and inclusion. As a capable student, teacher, and avid volunteer, I have exemplified all of these qualities when working alone or in a team.
List any service to the community incluiding any prior appointments:	Some services to the community have included setting up community events in Eagle Ridge, volunteering and tutoring at Ciel Tutoring and the Gilroy Library, creating and executing meaningful and engaging events for teens at the Gilroy Library as part of their Teen Avisory Board (TAB), teaching Confirmation catechism classes for Saint Catherine of Alexandria Catholic Church, serving food for a twice for a yearly dinner event hosted by the Knights of Columbus, and for 3 years I have been consistently volunteering at Brownell Middle School for Mrs. Fortino, a Seventh Grade English Teacher every winter and fall for a total of 4-5 weeks per year. Going in more depth into these accolades, for nearly two years, I have served as a tutor for the Gilroy Library and Ciel Tutoring Services. In addition, I serve as a leader on the Gilroy TAB, where I apply myself to developing meaningful events for teens commissioned and sponsored by the library. Adding on to this, in the past two years, I have also assisted with processes around my local church (Saint Catherine of Alexandria Catholic Church) whenever possible, not only with facilitating services during mass but most importantly, teaching various catechism classes for the church during the Confirmation programs. I teach fellow teens about the Confirmation process and guide them every Sunday,

	and I even worked as a core youth leader during a church retreat while also being one of three keynote speakers at this event. Finally, due to GECA's unique school schedule, it has allowed me to come back to my teacher, Mrs. Fortino, to assist her in her daily classes at the school, offering my assistance whenever possible and accomplishing whatever may be needed. Although I may not be a prior member, I have more than enough experience and skills to excel in such a role if given the opportunity.
What are your goals while serving on this Board/Commission/Committee?	One main priority and goal I will accomplish while serving on the Commission is helping set up the youth for success with free and public extracurricular activities offered as well as supplementary programs. Moreover, I would advertise these programs to the youth to ensure that the youth are informed of these opportunities that would benefit them. Most youth need help, but have no programs to help them or have no knowledge of such programs. However, I will create programs for the aid they require and successfully inform the youth of the existence of these programs. Some of these programs could include tutoring services, fitness programs, and skill-building programs for specific jobs, such as business building or science-related lessons. Even further, I will create online surveys or forms for the community to openly and anonymously complete to determine what issues are at the forefront of attention. I have already executed similar ideas with my time as a core member of the TAB, so I understand the skills required to accomplish these tasks, and have already demonstrated my capability to execute these goals to perfection.
Why are you most qualified to serve on this Board/Commission/Committee?	I am the most qualified for this position because of my extensive experience working with youth during my time volunteering. Not only have I been able to work with my peers and teach them, as demonstrated by my teaching and tutoring experience, but I have already demonstrated these qualities in creating impactful events with my time with the TAB this past year, a similar role in which I have applied myself to craft similar events. Moreover, I have leadership skills and many other qualities I can apply to this position. Furthermore, I have creative approaches that can be used to solve any issue regarding the youth. Adding on to this, I am open to listening to the community regarding how to help the youth with certain issues.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/19/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Kacie
Middle Name	Emily
Last Name	Walker
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Brownell Middle School
Grade / School Year:	7th
List your qualifications for this appointment:	I'm responsible, hardworking, and I care about my community and the people in it. I work well with others, listen to different opinions, and always try to be respectful. I enjoy being involved at school and participating in activities and discussions. I want to be part of The Youth Commission so I can represent other kids in my city and help make positive changes. I'm dependable, organized, and always willing to learn and improve.
List any service to the community incluiding any prior appointments:	I have helped my community by assisting with the Photo Booth company "Moments In Focus," where I helped at events and worked with people. I have also helped with school fundraisers. I have experience setting up parties and community events. I have volunteered for the Salinas Rodeo and a couple of different day camps. Additionally, I've volunteered at school basketball games, football games, soccer games, softball games, etc.
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on The Youth Commission are to represent the voices of students and young people in my community, help make positive changes, and be involved in projects that will have good impacts on families and the youth. I also

	want to lean more about leadership, teamwork, and how the local community works, all while working with others to improve the community.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe I would be a good fit for The Youth Commission because I enjoy being involved and helping out whoever I can. I'm good at working with different people, staying organized, and completing tasks I'm given. I like hearing other people's ideas and finding ways to help solve problems. I also would want to use this opportunity to stand up for my fellow peers at school, outside of school, and the whole community in general, all while finding ways to create positive environments. I recently attended a presentation presented by the Gilroy Police Department related to E-Bikes and road safety. This shows how dedicated I am to creating a safer community. I am committed to my faith, attend church weekly, and attend a weekly youth group. I am bilingual and graduated the sixth grade with a Seal of Biliteracy. I've been working on Spanish since I was only three and a half. I have had outstanding grades throughout my whole education. I have participated with the school sports teams, which demonstrates I am capable of team work, and listening to direct orders. I am most qualified to serve on the Commission because I am invested in the community and well-rounded.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Parks and Recreation Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/07/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Kiara
Middle Name	Lindley
Last Name	Brinton
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Home
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Mount Madonna School
Grade / School Year:	9th
List your qualifications for this appointment:	I frequent Model United Nations conference.
List any service to the community incluiding any prior appointments:	None.
What are your goals while serving on this Board/Commission/Committee?	My goal is to turn the public library into a public gathering space that just so happens to feature books.
Why are you most qualified to serve on this Board/Commission/Committee?	I am well versed in the logistics and recent additions to the library.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within	• I agree.

the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	
Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Linda
Last Name	Diakova
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Solorsano Middle School
Grade / School Year:	7th
List your qualifications for this appointment:	I am currently involved in my school's student government and the California Junior Scholarship Federation, an academic honor organization for middle school students that emphasizes community service, leadership, and academic achievement. I also previously served a term as president of my elementary school. In athletics, I was awarded Athlete of the Year last year, and I compete as a swimmer with the Gilroy Gators Swim Team, as well as in track-and-field and cross-country. These experiences have taught me discipline, resilience, and the value of hard work. As a three-time district champion and a one-time state champion in the Elks Americanism Essay Contest, I've gained a deeper understanding of the American history and civil rights, which has inspired me to seek hands-on experience in local government and legislation. Through all of my extracurricular activities, I've developed strong leadership skills and a collaborative mindset that I believe will allow me to contribute meaningfully to the Gilroy Youth Commission.
List any service to the community incluiding any prior appointments:	I've taken part in many projects and organizations, including the ASMS Leadership Class, Rucker Student Council, and the California Junior Scholarship Federation. I have also volunteered with numerous community-focused groups, such as the Gilroy Gators Swim Team, Gilroy Rotary Club, Wreaths Across America, Gilroy Exchange Club, Rebekah Children's Services, and the Gilroy Rodeo, where I have volunteered for the past four consecutive years.
What are your goals while serving	I want to use this position to represent Gilroy's younger generation and make a

on this Board/Commission/Committee?	difference locally. My goals while serving on the Youth Commission are to help make Gilroy a better place for young people and to make sure our voices are included in city decisions. I want to work on projects that improve youth safety, mental health awareness, and access to activities and programs for teens. I also hope to strengthen the connection between students and city leaders by listening to what my peers need and bringing their ideas forward. Most of all, I want to learn how local government works, develop my leadership skills, and contribute to meaningful changes that benefit the youth of Gilroy.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe I'm highly qualified to serve on the Youth Commission because I've spent years actively involved in leadership, community service, and representing Gilroy in meaningful ways. I've volunteered with many local organizations, taken part in student leadership groups, and consistently looked for ways to support and uplift others. These experiences have taught me how to listen, collaborate, and follow through on commitments. Academically, I'm dedicated and hardworking, which helps me stay organized and focused when working on long-term projects. I would be honored to serve as a Youth commissioner and make Gilroy a better place. I've been selected to represent Gilroy at the AAUW Tech Trek Science Camp in Santa Cruz this summer along with other eighty-five students from all over the Bay Area, which also inspired me to take on a larger role in my community. Most importantly, I care deeply about the youth of Gilroy. I want to bring forward the ideas and concerns of my peers and help create programs that make our city an even better place for young people. I'm ready to contribute my energy, creativity, and leadership to the Commission and serve in a way that truly reflects the needs of our community.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/19/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Lizeth
Middle Name	Guadalupe
Last Name	Gomez Rodriguez
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. TJ Owens Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	-Accustomed to providing input and serving as a liaison for my student body and the principal as a Student Advisory Counsel member at GECA -Comfortable with all forms of presentations and public speaking -Involved in our Gilroy community as a part of the Gilroy Foundation's Youth Board where we represent the foundation at events, donate grants, and create capstone projects -Engaged in my community by donating over two hundred thirty hours of community service to various organizations like the Gilroy Library, South County Community Sources, The Salvation Army, etc as a way to pay back and continue the services that previously aided me -Well-versed in time management as a high school student, community college student working towards three associates, and part-time worker at Gilroy Gardens -Skilled in all forms of writing ranging from lab reports, short stories, persuasive essays, etc. -Passionate in creating change, uplifting my community, and preaching tolerance -Ready to provide a new perspective to conversations as the first daughter to low-income immigrants

List any service to the community incluiding any prior appointments:	As previously stated, I have over two hundred thirty hours of community service aiding my community including: -Packaging food and produce bags multiple times a week for hundreds of Gilroy residents at both the South County Community Center and Salvation Army. This is especially dear to me because these very programs are what helped my family during my childhood. -Tutoring K-8 students on their homework at the Gilroy Library. I worked with all subjects ranging from math, to Spanish, to English, to history, etc; I even had the honor to teach some English to parents who asked for help! -Aided in preserving historic pictures while volunteering at the Gilroy Museum. History is a huge interest to me, so I immediately jumped to help with this opportunity. -Previously served as a California Junior Scholarship Federation officer two years back. Here I aided in planning large school-based food drives and fundraisers. Over the span of two years, I contributed to planning and organizing food drives that brought in over a thousand cans and over two thousand dollars for the Leukemia and Lymphoma Society now known as Blood Cancer United. -Always willing to help wherever! On top of this, I have worked various game days and events at elementary schools including Rucker, Las Animas, Rod Kelley, and Gilroy Prep! I believe that involvement in these early years of schooling is paramount as I feel my time at Rucker shaped me into who I am today.
What are your goals while serving on this Board/Commission/Committee?	While serving on the Gilroy Youth Commission, my main goal would be to do the absolute most for my community. As a student, I saw the passion and time my educators put into my education while lacking proper resources. As the daughter of immigrants, I saw the sacrifices my parents made for me to be here as they settled in a new world. As a teenage girl, I saw the struggles my classmates battled with mental health while attempting to keep their heads afloat adjusting to changes. I identify myself with various communities: as a teenage girl, a musician, a first-generation student, a oaxaqueña, etc. I am well connected to various communities, and I see the issues and struggles they face on a first-hand basis. If given the privilege to serve on the Youth Commission, my goal would be to represent these voices that are often talked over. It would be my greatest honor to be able to make changes and ensure that the very resources I benefitted from continue to thrive to help others. To be more specific, my goals would include raising awareness on the needs of educators and the arts, highlighting issues plaguing our youth and promoting healthy coping mechanisms, and maybe even creating fairs designed to help immigrants in our city adjust.
Why are you most qualified to serve on this Board/Commission/Committee?	I feel that I am most qualified to serve on the Gilroy Youth Commission because of my passion for service. I know that I do not have an incredibly long list of crazy achievements, but the little things I have done came directly from the love in my heart. This opportunity would be a great privilege for me as it is my dream to have a career in public service in the near future. My earliest memories here in Gilroy date back to those times where I received help from others whether it be Christmas gifts donated to my family when a fire forced us to relocate or teachers treating me with the utmost patience even if we could not speak the same language. There is something special here in Gilroy; our community makes us stronger than ever. It is this community that I want to serve. I am qualified to serve my community as my passion and work ethic will let me accomplish great things.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further	• I agree.

understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	
Signature	
Date	05/19/2026

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Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Mia
Middle Name	Jean
Last Name	Gibson
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	South Valley Middle School
Grade / School Year:	7th
List your qualifications for this appointment:	Beyond Gilroy from Save Our Shores CREW Mt. top day camp (See question 4 for details) Musical Theater student council secretary (5th grade)
List any service to the community incluiding any prior appointments:	I help set up the Friends of the Library at Gilroy library every second Saturday of the month.
What are your goals while serving on this Board/Commission/Committee?	Make a greater tomorrow for the youth of our city for making life safer. Make more public opportunities for teens, expose them to as many paths to success as possible, and to help the ecosystems and animals that are part of our wild community too. I would like to have single use plastics like plastic water bottles and plastic bags decrease, along with more volunteer cleanups around our city for volunteer hours for High Schoolers as an incentive to help our town.
Why are you most qualified to	I am most qualified to serve on the Youth Commission because I served on my

serve on this Board/Commission/Committee?	elementary school's student council as a 5th grader. We would come up with Ideas for spirit days for the students to participate in, evaluate the booths at the dances, and take surveys in our class to see if what we were doing was working the way we hoped it would. In order for me to run in our election, I made a speech to my peers, and as I am a part of musical theater, I am not afraid to go out there in front of people to share what I feel is important to me and our community. I am also most qualified because I have been a part of Mt. Top Day Camp for the last 7 years, having been a participant for 5 years, with 2 years of being CREW. Being a part of CREW means that we are in charge of planning and peer mentorship which is teaching the girls how to be self sufficient and future leaders. I went there for many years learning how to be a leader, along with helping and collaborating with others, and now I use those skills to teach other girls how to do the same. I was in the Beyond Gilroy program that was approximately 4 months long, where we learned about how our oceans and ecosystems are affected by pollution and waste. We also went on out of class lessons to see what was going on ourselves and see the actual ecosystem. At Palm Beach we learned more about the invasive Eucalyptus trees and participated in a beach cleanup, were we removed 15 pounds of trash off our shore, most of which was plastic waste. My goal is to go back next year as a leader to help teach the next class about the problems that our planet is facing.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Paige
Middle Name	Arlene
Last Name	Lott
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. TJ Owens Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	- Leadership skills - Communication skills - Time Efficient - Diplomatic
List any service to the community incluiding any prior appointments:	- YMCA General Board Representative - Gilroy Little League Assistant Coach - Volunteer Community Service - House of Toys Volunteer
What are your goals while serving on this Board/Commission/Committee?	While serving on the board, my goal is to give back to my community and help those in need. Through hard work, dedication, and devotion I believe that I can contribute and sacrifice my time to make a positive impact on my community and those who support. I hope to be apart of a collaborative, productive board in which I am apart of crucial discussions on how we can improve our community. Overall, my primary goal is to open more doors to create a difference and be apart of discusion where we can make that happen.

Why are you most qualified to serve on this Board/Commission/Committee?	I believe I am most qualified to serve on this board because I truly believe that every small discussion can turn into something bigger. If I am apart of these conversations, I will bring great ideas, strategies, and represent voices in my community. I am willing to give up my time and work closely with the rest of the board to discover something we can all do as a team. Working with previous organizations, I've learned that productive dialogue turns into productive and proactive change, which I promise to bring to this committee. I am a very passionate person who is willing to make sacrifices and promises I know I can keep. Thank you considering me for this amazing opportunity at the City of Gilroy Youth Commission.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Parks and Recreation Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	01/29/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Robert
Last Name	Gareev
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr. T. J. Owens Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	I have tried to participate in groups and organizations such as the Youth Commission ever since 5th grade, when I was first introduced to the role of "class assistant", where I had to assist my teachers in setting up and cleaning up the class, as well as helping my classmates. Throughout the years, I have continued to take part in these roles, and was helping not only the teachers, but also the principal of my school. Through these roles, I have learned many new skills, such as generating written reports, communicating with students, and organizing certain events for both the pupils and the members of the community. I believe that such skills, as well as the knowledge on how to apply them to aid people in real-world scenarios, are integral to a member of the Youth Commission.

List any service to the community incluiding any prior appointments:	I am currently a part of my school's associated student body, which is an integral leadership part of the school, aiding the Principal in valuable information, as well as organizing fun and profitable events for the students to enjoy. Additionally, I am also a part of a small, principal-appointed group of 13 students, known as the Honors Tribunal, which is responsible for resolving complex cases between students, as well as organizing in-school events such as the Kindness Week, or many community circles throughout the year. Finally, I try to spend at least 15-20 hours every month volunteering in local events, such as GUSD's Run for Fitness, and the Wings of History Air Museum.
What are your goals while serving on this Board/Commission/Committee?	My main goals that I would like to achieve while serving on the Youth Commission is mainly aiding people, both the Gilroy City Council, and the Youth of this city, in various ways. For example, I would like to participate in planning and organizing events such as the OpportuniTEEN fair, which will help teens explore various careers, internships, and volunteering opportunities.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe that I am the most qualified to serve on the Youth Commission, as I have an extensive record of assisting people, both in my schools and nearby areas, as well as the community as whole through volunteering at local events. I am able to thoroughly complete tasks that are related to communication, organization, and community outreach, which are all important aspects for a youth commissioner.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/24/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Ryan
Middle Name	Huynh
Last Name	Nguyen
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	- Member of the YMCA Mt Madonna Youth Board
List any service to the community incluiding any prior appointments:	- 120+ Community Service Hours - Helped create Project Y
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on this commission is to help out the youth and hopefully do something or plan an event that will create a change for the better.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe I am most qualified to serve on this commission because of my leadership skills and appreciation for the Youth. Being on the YMCA Mt Madonna Youth Board, I have experience planning and leading events very similar to the ones done by this commission. Some other skills I have like my communication skills can allow me to effectively talk with other members and plan events together easily.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy	• I agree.

(this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	
Signature	
Date	05/20/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Sarah
Middle Name	Dayakrupa
Last Name	Isaac
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	I am currently a sophomore at Gilroy Early College Academy, where I balance high-school work, with college work. Some skills that I have learned from school, as well as prior volunteer opportunities, are communication, responsibility, and teamwork. I always enjoy working with my community, to further help better others and youth, which is something I am truly passionate about, and will strive to make a positive impact through my service and actions. My prior experiences have taught me to be able to stay organized and responsible.
List any service to the community incluiding any prior appointments:	I have volunteered at a local preschool from June 2025, through August 2025, in where I helped to supervise students, as well as assist with classroom activities. I have also been a YMCA youth ambassador, from September 2023, through May 2024, in where I participated in the monthly leadership meetings, as well as attended the volunteer opportunities in which we organized. I am currently a youth leader for my church from December 2021, through the present, in which I prepare to share during monthly zoom meetings, as well as helping to mentor younger children.

What are your goals while serving on this Board/Commission/Committee?	My goals that I wish to accomplish while serving this position are to represent the youth in our community through my voice, as well as learn more about leadership opportunities. I hope to be able to strengthen the level of communication between the board and youth, as well as serve my community.
Why are you most qualified to serve on this Board/Commission/Committee?	I am qualified to serve on this position, since I have always been active in opportunities in the community, and still wish to provide my skills that I've learned in this position as well.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/15/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Saurika
Last Name	Dey
Home Address	[redacted]
City	Gilroy
State	California
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Dr.TJ Owens Gilroy Early College Academy
Grade / School Year:	10th
List your qualifications for this appointment:	I'm currently very involved in leadership and service roles both at my school and in Santa Clara County, where I focus on representing student voices and contributing to community and wellness initiatives. In Santa Clara County, I serve on the Student Wellness Advisory Group, where I help discuss and support youth mental health, school wellness, and student needs. I also serve on the Tobacco Use Prevention Education and Advocacy Council, where I work with other youth representatives to help promote awareness and prevention efforts. In both groups, I contribute ideas, participate in discussions, and help bring a student perspective to county-level conversations that impact young people. At my school, I'm part of the Student Advisory Council, where I help improve communication between students and staff. This role allows me to share student concerns, suggest improvements, and work collaboratively to make the school environment better for everyone. I'm also a Co-Project Director for my school's American Red Cross club, where I help plan, organize, and manage service projects. This includes working with a team, dividing responsibilities, and making sure projects run smoothly from start to finish. Through this role, I've learned how to lead in a group setting while also staying organized and dependable.
List any service to the community incluiding any prior appointments:	I have completed over 200 hours of community service through various volunteer roles in Gilroy and Santa Clara County. One of my main experiences is volunteering at the Gilroy Senior Center, where I worked closely with seniors by serving meals, assisting with lunch check-ins, helping guide them through daily activities, and spending time talking with them. This experience helped me build patience, empathy, and strong communication skills while supporting the daily needs of older adults in my community. I also volunteered at the Gilroy Library,

	where I helped shelve and organize books, supported library events, and assisted staff with general tasks. This role helped me develop responsibility, organization skills, and experience working in a public service environment. In addition to these, I have participated in community service projects such as local cleanups and environmental volunteering with the City of Gilroy and Our City Forest, including trash cleanups and tree planting. These experiences allowed me to contribute to sustainability efforts and work collaboratively with others.
What are your goals while serving on this Board/Commission/Committee?	My main goal while serving on this Board/Commission/Committee is to be an active voice for students and help ensure that youth perspectives are genuinely considered in decisions that affect their health, education, and overall well-being. I want to continue building on my experience in the Student Wellness Advisory Group and the Tobacco Use Prevention Education and Advocacy Council by contributing thoughtful ideas and helping strengthen programs that support student wellness, mental health, and prevention efforts. I also hope to collaborate with other members to develop initiatives that are realistic, effective, and actually reach young people in meaningful ways. Another goal of mine is to improve communication between youth and decision-makers. I want to help bridge that gap by sharing what students are experiencing day-to-day and bringing those perspectives into discussions in a clear and constructive way.
Why are you most qualified to serve on this Board/Commission/Committee?	I'm involved in a few school and county groups where I've had the chance to take part in conversations about student wellness, prevention, and school life in general. Through the Student Wellness Advisory Group and the Tobacco Use Prevention Education and Advocacy Council in Santa Clara County, I've mainly focused on listening, learning from others, and sharing a student perspective when it's helpful. A lot of what I do in these spaces is ask questions, give input when needed, and try to understand what issues students are actually facing. At school, I'm part of the Student Advisory Council, where I help bring student feedback to staff and help communicate concerns or suggestions from students. It's been a good way to understand how decisions get made and how important it is to make sure student voices are actually heard and considered, not just mentioned. I'm also a Co-Project Director for my school's American Red Cross club, where I help with organizing service projects and working with a team. It's mostly about coordination, making sure things get done on time, and helping out where needed so projects run smoothly. Outside of school, I've done over 200 hours of volunteering, including at the Gilroy Senior Center and Gilroy Library. At the senior center, I helped with meal service, check-ins, and just spending time with seniors, and at the library I helped organize materials and support events. These experiences helped me stay consistent with community service and work with different types of people in a respectful way. Overall, I think I'm qualified because I've already had experience being part of groups where I listen, contribute when appropriate, and try to represent others honestly. I'm comfortable working with people, staying responsible with commitments, and learning as I go.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.

Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission • Planning Commission
First Name	Sean
Last Name	Anderson
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Home
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
Which School Do You Attend?	Dr. TJ Owens Gilroy Early College Academy
Grade / School Year:	12th
List your qualifications for this appointment:	Golden State Seal Merit Diploma Outstanding Research Presentation Award from CSUMB AA Liberal Arts Degree: Natural Sciences AA Liberal Arts Multiple Subjects Emphasis Certificate of Achievement: IGETC Perfect Score English Language Arts SBAC 2017
List any service to the community incluiding any prior appointments:	Science Alive: Gavilan College GECA PTSA school sponsored events: Graduation Reception 2023, 2024, 2025. Q&A meetings, Back to School Night, Welcome Committee South County Tail Waggers

	Academic Tutoring Cashier Clerk at Gilroy Prep School Pop-up Store Staff Volunteer of Gilroy Little League Our City Forest Tree Planting Community Gardens reconstruction
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on this Committee are to make real improvements in our communities and schools. I want to increase the sense of belonging and community in the GUSD and beyond. Observing from the sidelines for the past few years has been a great experience allowing me to gather knowledge and insight from fellow peers around me. This has propelled me to involve myself in community service, which is something that I intend on continuing if I am accepted to this committee. I am taking my education another step, as I am enrolled at CSUMB for the Fall semester and plan on making connections there to gather more information and opinions on the next steps of this community. I would love to make additional connections with staff and students within the GUSD as I will no longer be a part of this wonderful school district any longer. One of my primary goals while serving on this committee is get people across every single demographic to feel like they belong and that they are included here in Gilroy and beyond. I have noticed that a lot of my peers feel disconnected from the Gilroy community and I'd like to take part in the generation that helped to change that.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe that I am most qualified to serve on this Committee because I have learned invaluable skills during my time in high school and have applied them in all aspects of my life. I've learned about leadership and integrity, but I have also learned more niche skills like precision, detail, and working for the greater good. I know what a quality work ethic gains you as well. I have worked tirelessly in my time in K-12 and it has earned me a spot among 71 others in the graduating Class of 2026 at GECA and two associates degrees during my time as a dual-enrolled high school student. I'm qualified because managing my time is essential for sustaining success among a board of other people as I have learned over the years, and I know what role teamwork plays in making an operation run smoothly. I have applied these and many other skills to group projects in school both high school and college. Teamwork is a universal trait that I have always had a passion for through sports and now academically shifting my focus to building a team to accomplish a common objective.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	

Date	05/20/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Sienna
Middle Name	Rivay
Last Name	Teel
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Oakwood Highschool
Grade / School Year:	11th
List your qualifications for this appointment:	Strong writing and public speaking skills (Speech and debate competitor), familiarity with the community and its needs, willingness to listen to others and take their desires for the community into account. After having lived in Gilroy for over a decade, the prosperity and growth of Gilroy is very important to me. Strong organizational skills.
List any service to the community incluiding any prior appointments:	While I have not previously been directly involved with the Gilroy community services, I have assisted various times at the Eagle ridge holiday events. It has been a joy watching Gilroy become what it is today, and I would love to share and implement some of my own visions for the town, as well having the chance to hear from others who share the same passion.
What are your goals while serving on this Board/Commission/Committee?	Among many other things, I would love to build connections within the community. Given that it is a small town, it is easy to have only a handful of social circles, and I would greatly enjoy being able to connect with others through a shared cause. I am proud of the growth that Gilroy has experienced over the last decade, and would love to be a direct part of that side of the community. Being a member of this board will be a phenomenal opportunity to see the bits of Gilroy that are seen primarily behind the scenes, and I would love to ultimately make a difference. Some of my primary goals for Gilroy include seeing that there are various social events for seniors to ensure that they don't feel secluded in their current environment (Likely people from facilities such as Merrill Gardens and other

	Retirement homes) as well as increasing the utilization of bike and hiking trails and optimizing their location (to raise awareness for and improve the overall health of our community).
Why are you most qualified to serve on this Board/Commission/Committee?	I am an effective communicator that works well on teams and enjoys collaborative work of any sort. I thrive in new environments, and love to connect with others. Adding to this, I am bilingual (Spanish) and willing to use this to the advantage of the team in any way possible. I believe that this experience will better various skills useful in my future, and I look forward to hopefully working with you all soon!
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/17/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Trinity
Middle Name	Hannah Noel
Last Name	Wagner
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Gilroy Early College Academy
Grade / School Year:	9th
List your qualifications for this appointment:	I believe that I am fit to be a member of the Gilroy Youth Commission due to my desire to contribute to a better society, my creative mind that is eager to display new ideas, and my skills in communication through presentations and social interactions. I currently maintain a GPA greater than 4.6, which is a representation of my abilities in managing time, completing tasks effectively, and giving deep effort into my activities. Not only am I successful academically, but I am able to balance my workload with extracurricular activities, such as dance. Besides my mind, I believe that my heart is just as suited for this position because I having experience in volunteering, I strive to integrate myself with the members of my community, and I am someone who is delighted to call Gilroy my home. I have been a resident for over ten years, and have attended schools in the Gilroy district since Kindergarten. So for me, Gilroy is more than the place I live. It is the holder of my childhood, and my safe space tomorrow. Overall, yes, I believe these qualifications make me fit for this appointment.

List any service to the community incluiding any prior appointments:	I have contributed over 45 hours of community service from 8th grade to today. Over fifteen from a program I attended in 8th grade, and around thirty from active participation in assisting schools and nonprofits in 9th grade.
What are your goals while serving on this Board/Commission/Committee?	My goals in joining the Gilroy Youth Commission are to weave together the skills of those around me to create substantial ideas and contributions to our home, develop a positive impact on our community, and bring people together to form memorable and joyful events.
Why are you most qualified to serve on this Board/Commission/Committee?	I am most qualified to serve in the Youth Commission because I am genuinely passionate about serving, helping, and participating as a member. I am not joining this commission because I am bored, I genuinely intend to leave a lasting impression on my community. This commission is the embodiment of so many of my interests, such as artistic ability, planning and reasoning with others for solutions, and a deep want to be there to help other people around me.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/14/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Tyler
Middle Name	John
Last Name	Krepick
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Christopher High School
Grade / School Year:	10th
List your qualifications for this appointment:	I'm a youth that lives in the city of Gilroy and I'm looking to get involved in the community to make a difference.
List any service to the community incluiding any prior appointments:	I volunteered through the Gilroy Parks and Recreation doing summer camps.
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on this board is to have a impact on the community.
Why are you most qualified to serve on this Board/Commission/Committee?	I am most qualified to serve on this board because as I am getting older I am looking to participate more in the city and join certain groups that I can learn from and participate in.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application	• I agree.

and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	
Signature	
Date	05/18/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	Violet
Last Name	Ramirez
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	South Valley Middle School
Grade / School Year:	7th
List your qualifications for this appointment:	I like helping the community.
List any service to the community incluiding any prior appointments:	I'm in CJSF(California Junior Scholarship Federation). In CJSF we volunteer in the community.
What are your goals while serving on this Board/Commission/Committee?	1. To help resolve problems in our community. 2. To learn more about how local government works.
Why are you most qualified to serve on this Board/Commission/Committee?	I'm probably not the most qualified as I'm younger and have less experience. I am responsible, curious, willing to learn.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete	• I agree.

mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.

Signature	
Date	05/20/2026

*All Commission, Board and Committee applications are a public record.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Youth Commission
First Name	William
Last Name	Purdy
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Date of Birth	[redacted]
Which School Do You Attend?	Christopher High School
Grade / School Year:	10th
List your qualifications for this appointment:	-Earned a scholarship to attend Camp RYLA (Rotary Youth Leadership Awakening) 2026 (1 of 6 CHS students) -Founder and President of the Asian Student Union at CHS, 2025-present -Club Representative for Photography Club at CHS, 2025-present -Club Representative for Card Club at CHS, 2025-present -1 year of Speech and Debate at CHS, 2025-2026 -1 year of Leadership at CHS, 2024-2025 -ASB Treasurer in 8th grade, 2023-2024
List any service to the community incluiding any prior appointments:	Volunteered at several events including, but not limited to: -Gilroy Gardening Group volunteer, 2026 -Gilroy Garlic Festival volunteer, 2025 (currently signed up to volunteer in 2026) -Tree Planting Project at CHS with the Gilroy Rotary Club, 2025 -Gilroy Museum archive sorting volunteer, 2025 -St. Mary's Spaghetti Dinner volunteer, 2024 -Pack-A-Back volunteer, 2024 -Girl Scouts volunteer, various events 2024-2026
What are your goals while serving on this Board/Commission/Committee?	While serving on this committee, my goals are to continue to serve and help improve the community, strengthen my leadership and teamwork skills, build relationships, and leave a lasting positive impact on the community.
Why are you most qualified to serve on this	I am most qualified to serve on this committee because I am an active young member in the community. I also served on a 13-member Focus Group at CHS,

Board/Commission/Committee?	which provided input and ideas for the Wellness Center. The issues that impact the youth in Gilroy are something I am interested in and concerned about and I want to be a part of the solution.
By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy (this does not apply to Youth Commissioners). Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	• I agree.
Signature	
Date	05/16/2026

*All Commission, Board and Committee applications are a public record.

City of Gilroy
City Council
Draft Minutes
Monday, June 1, 2026 | 5:00 PM

1. SPECIAL MEETING - 5:00 PM

1. Call to Order

The meeting was called to order by Mayor Bozzo at 5:04 PM.

2. Roll Call

Attendance	Attendee Name
Present	Council Member Dion Bracco Council Member Tom Cline Council Member Terence Fugazzi Council Member Zach Hilton Council Member Carol Marques Council Member Kelly Ramirez Mayor Greg Bozzo

3. Appeal Hearing of the Final Decision in the Matter of the Administrative Hearing regarding Business License and Tobacco Retailer's Permit Issued to Account No. 16606725 - The Rock Zone, located at 1323 First Street, Gilroy, California

Attorney Steve Defilippis provided the opening argument for the Appellant.

Captain Luke Powell provided the opening argument for the City of Gilroy.

Attorney Steve Defilippis provided the rebuttal argument for the Appellant.

Captain Luke Powell provided the rebuttal argument for the City of Gilroy.

Motion
Deny Rock Zone's Appeal and suspend their Tobacco Retailer's Permit for one year.

RESULT: **Passed**
MOVER: Council Member Zach Hilton
SECONDER: Council Member Terence Fugazzi
AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS: None
ABSENT: None

2. OPPORTUNITY FOR PUBLIC COMMENT

3. REGULAR MEETING- 6:00 PM

1. Call to Order

The meeting was called to order by Mayor Bozzo at 6:00 PM.

2. Roll Call

Attendance	Attendee Name
Present	Council Member Dion Bracco Council Member Tom Cline Council Member Terence Fugazzi Council Member Zach Hilton Council Member Carol Marques Council Member Kelly Ramirez Mayor Greg Bozzo

3. City Clerk's Report on Posting the Agenda

City Clerk Kim Mancera reported on the Posting of the Agenda.

4. Pledge of Allegiance

Council Member Hilton led the Pledge of Allegiance.

5. Invocation

Pastor Malcolm McPhail with New Hope Community Church led the Invocation.

6. Orders of the Day

Mayor Bozzo announced that item 8.1 - Public Hearing on Downtown Gilroy Street Banner Policy and Program Guidelines and Fee Schedule Amendment has been continued to the August 3, 2026, Regular City Council Meeting, and moving item 10.1 to be heard after the Consent Calendar.

7. Employee Introductions

City Administrator Matt Morley introduced Police Chief Brandon Sanchez.

Public Works Director John Doughty introduced Engineer I Sebastian Guitron.

4. PRESENTATIONS TO THE COUNCIL

1. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

Mayor Bozzo opened public comment at 6:17 P.M.

Kelly Larsen - Shared concerns and posed questions surrounding Gilroy's plans for Amazon Data Center.

Jennifer Paedon - Invited Gilroy residents to an Open House put on by Amazon Web Services. The Open House will give the community a chance to ask questions and get a first hand look at what the Amazon Data Center can and will do for the community.

Rebecca Armendariz - Spoke opposing the planned ICE Detention Center being built near Gilroy.

Armando Benavides - Asked for more transparency regarding the Amazon Web Services Data Center being built in Gilroy and future projects that are similar.

Connie Rogers - Asked for more transparency regarding the Amazon Web Services Data Center being built in Gilroy and future projects that are similar.

Joanne Fierro - Asked for more transparency regarding the Amazon Web Services Data Center being built in Gilroy and future projects that are similar.

Erin O'Brien - Spoke opposing the planned ICE Detention Center being built near Gilroy.

Ashley Castillo - Asked Council to adopt stronger regulations and restrictions for tobacco retailers within the City.

Phillip Garcia - Expressed concerns about handicap parking signs being removed from his property.

With no further speakers, Mayor Bozzo closed public comment.

5. REPORTS OF COUNCIL MEMBERS

1. Council Member Bracco – Downtown Committee, Santa Clara County Library Joint Powers Authority, Santa Clara Water Commission, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

Council Member Fugazzi – Santa Clara Water Commission (alternate), Silicon Valley Regional Interoperability Authority Board (alternate), SCRWA, Visit Gilroy California Welcome Center, VTA Mobility Partnership Committee

Council Member Marques – ABAG, Downtown Committee, Santa Clara County Library Joint Powers Authority (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (alternate)

Council Member Hilton – CalTrain Policy Group, Santa Clara County Expressway Plan 2040 Advisory Board (alternate), Silicon Valley Clean Energy Authority JPA Board, South County Youth Task Force Policy Team, VTA Policy Advisory Committee

Council Member Ramirez – ABAG (alternate), Gilroy Gardens Board of

Directors (alternate), Gilroy Sister Cities, Gilroy Youth Task Force (alternate), SCRWA, Santa Clara Housing and Community Development Advisory Committee

Council Member Cline – CalTrain Policy Group (alternate), Gilroy Sister Cities (alternate), Gilroy Youth Task Force, Santa Clara County Expressway Plan 2040 Advisory Board, Silicon Valley Clean Energy Authority JPA Board (alternate), Silicon Valley Regional Interoperability Authority Board, Visit Gilroy California Welcome Center (alternate), VTA Mobility Partnership Committee, VTA Policy Advisory Committee (alternate)

Mayor Bozzo – Gilroy Gardens Board of Directors, Santa Clara Valley Water Joint Water Resources Committee, South County Youth Task Force Policy Team, VTA Board of Directors (alternate), Santa Clara Housing and Community Development Advisory Committee (alternate)

Council Member Bracco - No report.

Council Member Fugazzi - Provided updates from Visit Gilroy.

Council Member Marques - Reported on her tour of Anderson Dam with Valley Water.

Council Member Hilton - No report.

Council Member Ramirez - Acknowledged city staff for holding a Developer Roundtable and for also holding their second Town Hall in Downtown and shared that many members of the community were very appreciative of the staff's efforts. She acknowledged the local heroes who were honored at the Exchange Club's Blue and Gold Luncheon. She also gave praise to the Public Works Department for their successful Open House event. She reported from the Santa Clara Valley Habitat Agency meeting and provided updates. Lastly, she reported how pleased she was with Gilroy's new Farmers Market held in the parking lot off of 7th and Eigleberry and also encouraged the city electeds and city staff to attend the City Association Annual Picnic.

Council Member Cline - Reported that he Chaired the BTA Mobility Partnership Committee meeting and attended the Visit Gilroy's California Welcome Center board meeting as an alternate. Lastly, he reported that he Chaired the Silicon Valley Regional Interoperability Authority board meeting and provided an update.

Mayor Bozzo - Provided updates from the Valley Transportation Authority and also gave praise to the Public Works Department for being proactive in maintaining trees that were previously affected by Elm Leaf Beetles.

6. BOARD AND COMMISSION INTERVIEWS

1. Interviews for Open Seats on the Youth Commission with Future Appointment on June 15, 2026

City Clerk Kim Mancera proceeded with the interviews and appointments.

The following applicants were interviewed for the Youth Commission.

Mia Gibson
Abigail Nguyen
Asztryd Bolanos
Cormac Stumpf
Jaxson Liu
Jeremy Vu
Kacie Walker
Lizeth Gomez Rodriguez
Robert Gareev
Sarah Issac
William Purdy

Council will appoint a total of five commissioners during the June 15th City Council Meeting.

7. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:55 P.M.

Michelle Nelson - Spoke in support of adopting the resolution from item 7.9.

Arcelia O'Connor - Spoke in support of adopting the resolution from item 7.9.

Jan Guffey - Shared facts surrounding ICE Detention Facilities throughout the country.

Armando Benavides - Spoke in support of adopting the resolution from item 7.9.

Edwin Salazar - Expressed concerns about how he believes an ICE Detention Facility would affect the community within Gilroy.

Cinthia Garcia Benitez - Spoke opposing an ICE Detention Facility being built near Gilroy.

Yuli Abundis - Expressed concerns about how she believes an ICE Detention Facility would affect the community within Gilroy.

Nazli Marquez - Spoke opposing an ICE Detention Facility being built near Gilroy.

Yvette Gasca - Spoke in support of adopting the resolution from item 7.9.

Gabriel Uribe - Expressed concerns about how he believes an ICE Detention Facility would affect the community within Gilroy.

Ron Kirkish - Spoke in opposition of adopting the resolution from item 7.9.

Batman of San Jose - Spoke opposing an ICE Detention Facility being built near Gilroy.

Bill O'Connor - Spoke in support of adopting the resolution from item 7.9.

Lillian Silva - Spoke in support of Item 7.6.

Lisa Marques - Supports the funding of drug education.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Approve the consent calendar.

RESULT:	**Passed**
MOVER:	Council Member Kelly Ramirez
SECONDER:	Council Member Tom Cline
AYES:	Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS:	None
ABSENT:	None

1. **Approve the May 18, 2026 City Council Regular Meeting Minutes**

2. **Contract Amendment with Jensen Landscape Services, Inc. under the Existing Multi-Year Agreement (Year 2 of 3) for a One-Time Landscaping Scope, Enhancements, and Weed Abatement Services, establishing a Revised Year Two Not-to-Exceed Amount of $1,189,295**

3. **Claim of Saileel Vijaykar (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

4. **Claim of Lisa & Joel Neilsen (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

5. **Claim of Rebecca Beyer (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

6. **Consent to the Assignment of the Carry the Vision Opioid Remediation Services Agreement to PitStop Outreach**

7. **Consent the Appointment of Arts and Culture Commissioner to Fill the Remainder of a Term Ending 12/31/2027**

8. **Consent the City Administrator's Recommendation to Appoint Michael O'Connell to the Department Head Position of Interim Utilities Director**

9. **Adopt a Resolution Opposing the Development of a Federal Detention Facility in South Santa Clara County**

10. INTRODUCTION OF NEW BUSINESS

DRAFT

1. Consider Re-opening Wayland and Hanna Parking Lots at Las Animas Veterans Park

The meeting recessed at 7:12 P.M. and reconvened at 7:22 P.M.

Public Works Director John Doughty provided a presentation and report.

Mayor Bozzo opened public comment at 7:44 P.M.

Carla Ruigh - Urged Council to reopen the parking lots and to view the park as a community asset.

Dennis Bolger - Supports keeping the parking lots closed.

Joe Pagoaga - Supports keeping the parking lots closed.

Shannon Glasper - Supports keeping the parking lots closed.

Skip Bloom - Supports keeping the parking lots closed.

Jaxson Pope Liu - Supports keeping the parking lots closed.

Ron Kirkish - Asked Council to seek a middle ground where the gates can be opened and the concerns for safety within the neighborhoods can be addressed.

Araceli Vaquera - Shared her expectations for Council should they vote to reopen the parking lots.

Alicia - Supports keeping the parking lots closed.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Approve the reopening of the Wayland and Hanna parking lots on a trial basis on Fridays, Saturdays and Sundays from 7:00 A.M. to 9:00 P.M. with re-evaluation from staff back to Council in three months.

RESULT:	**Passed**
MOVER:	Council Member Carol Marques
SECONDER:	Council Member Terence Fugazzi
AYES:	Council Member Terence Fugazzi, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS:	Council Member Dion Bracco, Council Member Tom Cline, Council Member Zach Hilton
ABSENT:	None

8. PUBLIC HEARINGS

1. Public Hearing on Downtown Gilroy Street Banner Policy and Program Guidelines and Fee Schedule Amendment

Mayor Bozzo announced that Item 8.1 had been continued to the August 3rd, 2026 City Council meeting.

2. Introduction and First Reading of an Ordinance Amending Chapter 30, Article II and XIX of the Gilroy City Code, Relating to Tobacco Retailers and Smoke Shops

Planning Manager Michael Fossati provided a presentation and report.

Mayor Bozzo opened the public hearing at 8:29 P.M.

Bryan Lam - Expressed concerns pertaining to the language within the amended ordinance.

Maya Rivera Reyes - Spoke in support of stronger restrictions on flavored tobacco products.

Ezra Mersha - Spoke in support of stronger restrictions on flavored tobacco products.

Leo - Spoke in support of stronger restrictions on flavored tobacco products.

With no further speakers, Mayor Bozzo closed the public hearing.

Motion
Table item 8.2.

RESULT:	**Passed**
MOVER:	Council Member Terence Fugazzi
SECONDER:	Council Member Zach Hilton
AYES:	Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS:	None
ABSENT:	None

9. UNFINISHED BUSINESS

1. Council Direction on a Draft Ordinance Amending Chapter 13 of the Gilroy City Code Relating to Tobacco Retailer Permits

Deputy Director of Community Development Bryce Atkins gave a presentation and report.

Mayor Bozzo opened public comment at 8:57 P.M.

Alina & Emily - Spoke in support of stronger restrictions on flavored tobacco products.

Joanna Corona - Spoke in support of stronger restrictions on flavored tobacco products.

Bryan Lam - Shared an example illustrating how vague and non-specific language within tobacco retailer permits can put business owners at a disadvantage when it comes to the value of their business.

Alicia - Expressed concerns pertaining to the Public Hearing that was held earlier in the day.

Ron Kirkish - Shared how cigarettes often play a role in starting accidental fires.

With no further speakers, Mayor Bozzo closed public comment.

Report received.

Direction was provided to staff to extend the emergency ordinance prohibiting new permits and to bring back the draft ordinance with additional language defining youth centers, near which these shops will be prohibited, and a map showing the impact of buffer zones with the youth centers.

2. Receive an Update and Provide Direction on Campaign Finance Laws, including Contribution Limits and Voluntary Expenditure Limits

Assistant City Administrator Harjot Sangha provided a presentation and report.

Mayor Bozzo opened public comment at 9:26 P.M.

With no speakers, Mayor Bozzo closed public comment.

Report received.

Direction was provided to staff to maintain the contribution limits at $750, maintain the current voluntary expenditure limits at $1 per resident for the at-large mayor seat, and set the district candidate's voluntary expenditure limits at $25,000 per district.

3. Council Discussion and Adoption of a Resolution of the City Council of the City of Gilroy Placing a Ballot Measure Proposal to Add a 0.25% Dedicated Public Safety Special Transactions and Use Tax at the November 3, 2026, General Municipal Elections

Assistant City Administrator Harjot Sangha provided a presentation and report.

Mayor Bozzo opened public comment at 10:06 P.M.

Greg Felios - Asked to connect with the community to see what they would like to see regarding public safety.

Jeff MacPhail - Shared the struggles that the Gilroy Fire Department is facing with

being understaffed and shared his support of the ballot measure.

Ann Marie McCauley - Expressed that she is for the tax measure but believes Council will have a hard time getting the community's support.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Adopt a resolution of the City Council of the City of Gilroy submitting to the qualified electors of the City of Gilroy, at the November 3, 2026, general municipal election previously called by Resolution No. 2026-29, a ballot measure to add Article V, sections 22.33 through and including 22.48 to Chapter 22 of the Gilroy City Code imposing a 0.25% (one-quarter of one percent) public safety special transactions and use tax with citizen oversight.

RESULT:	**Failed**
MOVER:	Council Member Kelly Ramirez
SECONDER:	Council Member Tom Cline
AYES:	Council Member Tom Cline, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS:	Council Member Dion Bracco, Council Member Terence Fugazzi, Council Member Zach Hilton
ABSENT:	None

11. CITY ADMINISTRATOR'S REPORTS

No report.

12. CITY ATTORNEY'S REPORTS

No report.

13. CLOSED SESSION

City Attorney Andy Faber announced the closed session items.

City Attorney Andy Faber opened public comment at 10:34 P.M.

With no speakers, City Attorney Andy Faber closed public comment.

Motion
Remain in closed session

RESULT:	**Passed**
MOVER:	None
SECONDER:	None
AYES:	Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo
NAYS:	None
ABSENT:	Council Member Zach Hilton

1. **CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING UNITS Pursuant to GC Section 54957.6 and GCC Section 17 A.11 (4)**

   Collective Bargaining Units: AFSCME Local 101 (General & Supervisory Units) Representing Employees Affiliated with AFSCME, Local 101; Local 2805, IAFF Fire Unit Representing Gilroy Firefighters

   City Negotiators: Matt Morley, City Administrator; LeeAnn McPhillips, Human Resources Director/Risk Manager

   Anticipated Issues(s) Under Negotiation: Wages, Hours, Benefits, Working Conditions; Memorandums of Understanding: City of Gilroy and Gilroy Fire Fighters Local 2805, City of Gilroy and AFSCME, Local 101 General & Supervisory Units

2. **Public Employee Appointment/Employment Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)**
   Name/Title: Human Resources Director/Risk Manager

3. **Public Employee Appointment/Employment Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)**
   Name/Title: Utilities Director

14. ADJOURN TO OPEN SESSION

There was no reportable action from the closed session.

15. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 11:13 P.M

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy on XXXXXXX, 20XX.

Kim Mancera
City Clerk

DRAFT

City of Gilroy
City Council
DRAFT
Minutes
Saturday, June 6, 2026 | 9:30 AM

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 9:34 AM.

2. Roll Call

2. COFFEE WITH THE MAYOR

1. - Gilroy Blue Skies Initiative
- Responsible use of fireworks

3. ADJOURNMENT

The Coffee with the Mayor event was adjourned at 10:45 AM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Gilroy on XXXXXXX, 20XX.

Kim Mancera
City Clerk

DRAFT

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution Setting the 2026 Fireworks Service Fee**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Jonathan Crick, Fire Marshal

STRATEGIC PLAN GOALS: Ensure Neighborhood Equity from City Services

RECOMMENDATION

Adopt a Resolution of the City Council of the City of Gilroy setting the 2026 Fireworks Service Fee at $18,925.32 in accordance with Assembly Bill 1403.

EXECUTIVE SUMMARY

In accordance with Assembly Bill (AB) 1403, the City of Gilroy may charge fireworks-related fees totaling up to seven percent (7%) of the reported gross sales. The fireworks-related fee is comprised of the fireworks booth permit fees, storage yard permit fee, and the Fireworks Service Fee. For 2025, the “safe and sane” wholesale fireworks vendor, TNT Fireworks, reported $454,976.00 in gross sales, establishing a maximum allowable total fee of $31,848.32. Staff recommends setting the 2026 Fireworks Service Fee at $18,925.32, since the permit fees total $12,923.00 (consisting of $12,450.00 fireworks booth permit fees and $473.00 storage yard permit fee). The Fireworks Service Fee will support public education and awareness campaigns, additional public safety staffing to enforce the provisions of the City Code, and fire suppression efforts that are directly related to safe and sane fireworks.

BACKGROUND

The City of Gilroy regulates the sale and use of safe and sane fireworks under Gilroy City Code Chapter 10A. The City Code establishes a limit of up to 16 booth permits for non-profit organizations. The safe and sane wholesale fireworks vendor monitors the existing organizations and manages any potential new applicants for a fireworks booth permit as permits become available. There are 15 fireworks booths for 2026. Safe and sane fireworks may be sold in Gilroy from July 1 at 9 AM to July 4 at 10 PM in accordance with the Gilroy City Code.

The methodology for determining the Fireworks Service Fee is based on AB 1403, which became effective January 1, 2024. AB 1403 provides guidance regarding public safety, fireworks enforcement, and fireworks funding. AB 1403 allows a city to charge a fee to help offset the actual and reasonable costs incurred by the City for processing and issuing permits, inspecting fireworks stands, conducting public education and awareness campaigns on fireworks safety, enforcing the provisions of the City Code, and fire operation and suppression efforts that are directly related to safe and sane fireworks. AB 1403 also states that the pro rata share of the cost may not exceed seven percent (7%) of the gross sales of the fireworks sold in the city during the applicable period.

ANALYSIS

The safe and sane wholesale fireworks vendor, TNT Fireworks, reported a total 2025 gross sales in Gilroy of $454,976.00. In accordance with AB 1403, the total amount the City may charge for combined fireworks-related fees in 2026 is seven percent (7%) of the gross sales, which is $31,848.32.

2026 Safe and Sane Fireworks related permit fees for TNT Fireworks are as follows:

- Fireworks Booth Permit Fee: $830.00 per booth × 15 booths = $12,450.00
- Fireworks Storage Yard Permit Fee: $473.00 for one storage yard
- Total permit fees: $12,450.00 + $473.00 = $12,923.00

To comply with the seven percent (7%) cap under AB 1403, the Fireworks Service Fee is calculated by deducting the total permit fees from the 7% of gross sales maximum, as follows: $31,848.32 − $12,923.00 = $18,925.32.

Staff recommends setting the 2026 Fireworks Service Fee at $18,925.32. The attached Resolution is to adopt the Fireworks Service Fee for implementing the 2026 fireworks mitigation activities.

ALTERNATIVES

The City Council could choose not to adopt a resolution setting the Fireworks Service Fee. Without this fee, enforcement and mitigation efforts will require General Fund support. Staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

Adopting the proposed Fireworks Service Fee will help offset City costs associated with additional public safety staffing to enforce the provisions of the City Code, public education and awareness campaigns, and suppression efforts that are directly related to safe and sane fireworks.

PUBLIC OUTREACH

If and when adopted, community engagement efforts will be undertaken to conduct public education and awareness campaigns in Gilroy through direct mailings, social media publications, and public postings between the adoption and the July 4th holiday.

NEXT STEPS

If approved, staff would implement the 2026 Fireworks Service Fee and fireworks mitigation activities.

Attachments:

1. Draft Resolution for 2026 Fireworks Service Fee

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY SETTING THE 2026 FIREWORKS SERVICE FEE IN ACCORDANCE WITH ASSEMBLY BILL 1403

WHEREAS, the City of Gilroy regulates the sale and use of safe and sane fireworks under Chapter 10A of the Gilroy City Code; and

WHEREAS, Assembly Bill (AB) 1403, effective January 1, 2024, authorizes cities to require a fee to offset the actual and reasonable costs associated with the regulation and enforcement of fireworks sales and use; and

WHEREAS, AB 1403 establishes that the total of all fireworks-related fees charged by a city shall not exceed seven percent (7%) of the gross sales of fireworks sold in the city during the applicable period; and

WHEREAS, TNT Fireworks, the wholesale safe and sane fireworks vendor in the City of Gilroy, reported gross sales of $454,976.00 for the 2025 sales period; and

WHEREAS, seven percent (7%) of the reported gross sales is $31,848.32, which represents the maximum allowable total of fireworks-related fees under AB 1403; and

WHEREAS, the City has assessed and collected $12,923.00 in fireworks-related permit fees, which includes $12,450.00 in booth permit fees and $473.00 in storage yard permit fees; and

WHEREAS, the Fireworks Service Fee is the difference between the maximum allowable total fee and the permit fees, totaling $18,925.32; and

WHEREAS, the Fireworks Service Fee will be used to support fireworks mitigation activities, such as public education, public safety staffing for enforcement of City Code, and fire suppression efforts directly related to the use of safe and sane fireworks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gilroy hereby sets the 2026 Fireworks Service Fee at $18,925.32, in accordance with AB 1403 and the reported gross fireworks sales for 2025 from TNT Fireworks, and directs staff to implement the fireworks mitigation activities.

PASSED AND ADOPTED this 15th day of June 2026 by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, June 15, 2026**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

_____
Kim Mancera
City Clerk of the City of Gilroy

(Seal)

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Claim of John Ganzel (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Human Resources/Risk Management
Submitted by:	LeeAnn McPhillips, Interim Human Resources Director/Risk Manager.
Prepared by:	LeeAnn McPhillips, Interim Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Based on the recommendation from the Municipal Pooling Authority (MPA) and/or legal counsel, this claim is recommended for rejection.

EXECUTIVE SUMMARY

Based on the recommendation from the Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the June 15, 2026 meeting:

• Claim of John Ganzel

BACKGROUND

n/a

ANALYSIS

n/a

ALTERNATIVES

n/a

FISCAL IMPACT/FUNDING SOURCE

n/a

PUBLIC OUTREACH

n/a

NEXT STEPS

n/a

Attachments:

1. Claim of John Ganzel

CLAIM PRESENTED TO THE CITY OF GILROY

Please read the instructions on the back before completing. ***Claim #:*** _____

1. Full Name of Claimant: JOHN GANZEL

Reserved for Filing Stamp

Claimant's Address: 445 BROADWAY

Claimant's City, State, Zip: GILROY, CA. 95020

☐ In person ☐ Mailed

Claimant's Email Address: jganzel2000@gmail.com

Police Report # (if applicable)

Claimant's Telephone Number, including area code: (408) 807-2224

2. If different from above, address to which notices regarding the claim should be sent (include the name, relationship to the claimant, and other contact information of anyone other than the claimant to whom notices regarding the claim should be sent):

First and Last Name: MAILING address FOR JOHN GANZEL — Relationship to Claimant:

Address: 16083 SHARON LANE — City, State, Zip: SALINAS, CA. 93908

Email: jganzel2000@gmail.com — Telephone number, including area code:

3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: 3/13/26

4. Specific location where the injury, damage, or loss occurred: 445 BROADWAY GILROY, CA.

5. a. What happened (describe in as much detail as possible the circumstances that gave rise to the claim) and why is the City responsible? THE SEWER LATERAL TO 445 BROADWAY HAS A LONG HISTORY OF BACKUPS DATING BACK TO AS EARLY AS 1980'S. THE CITY of GILROY HAS EXCAVATED THIS LATERAL THREE TIMES. I AM NOT CONVINCED THIS ISSUE-

b. Name(s) and job title(s) of responsible City employee(s), if known.

- IS FULLY RESOLVED. SEE ROOTS SURROUNDING REMAINING

6. Describe in as much detail as possible the injury, damage, or loss incurred: EXISTING PIPE (PHOTO) THIS LAST EXCAVATION REVEALED AN "OFF SET" IN THE LINE (FAIL) SO WHO DID THE LAST PRIOR WORK? THE AMOUNT OF CLAIM IS FOR AARONS PLUMBING BILL

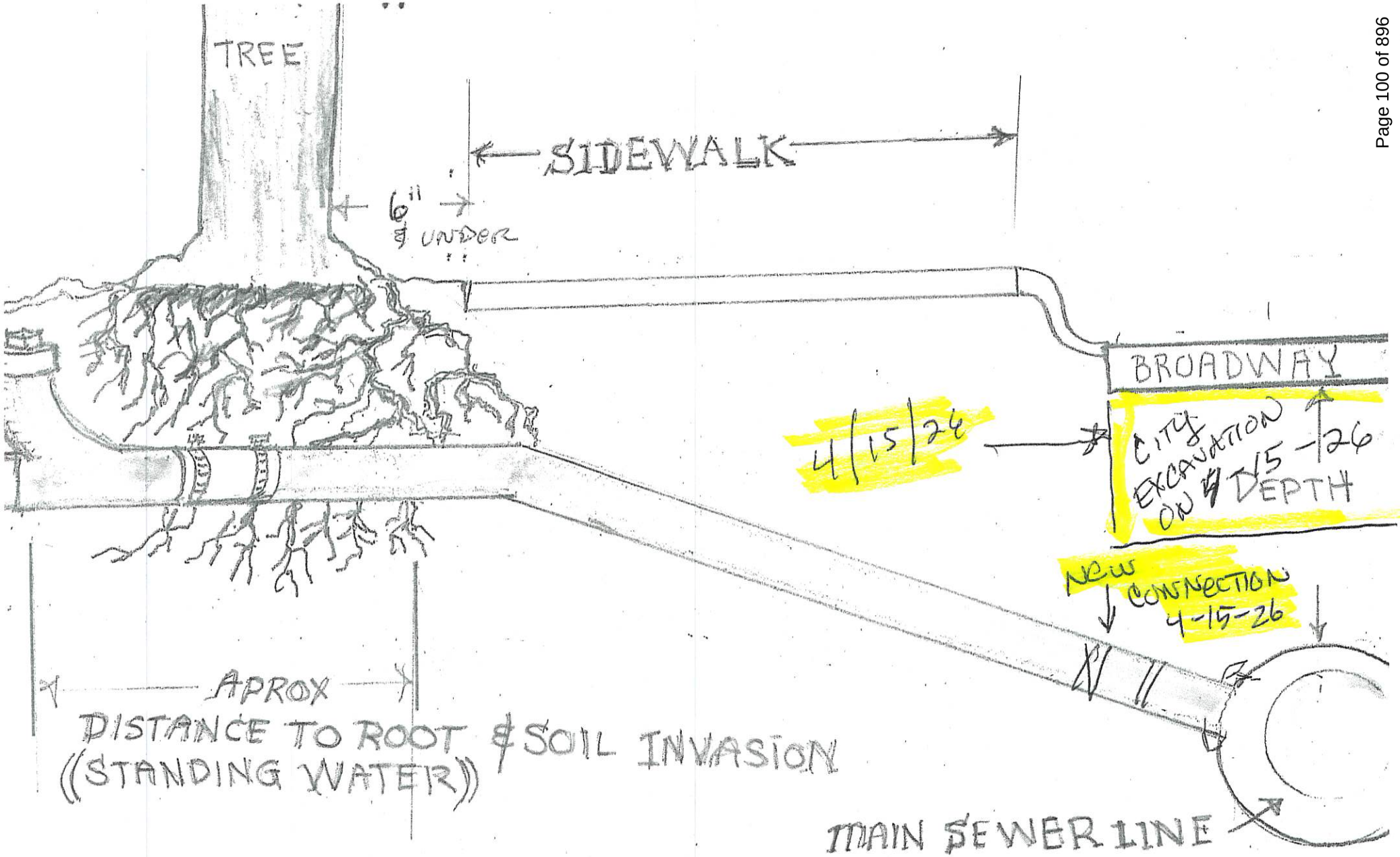
7. Claim amount (if less than $10,000): $ 499.00

For amounts $10,000 and over, please indicate whether the claim would be a limited civil case:

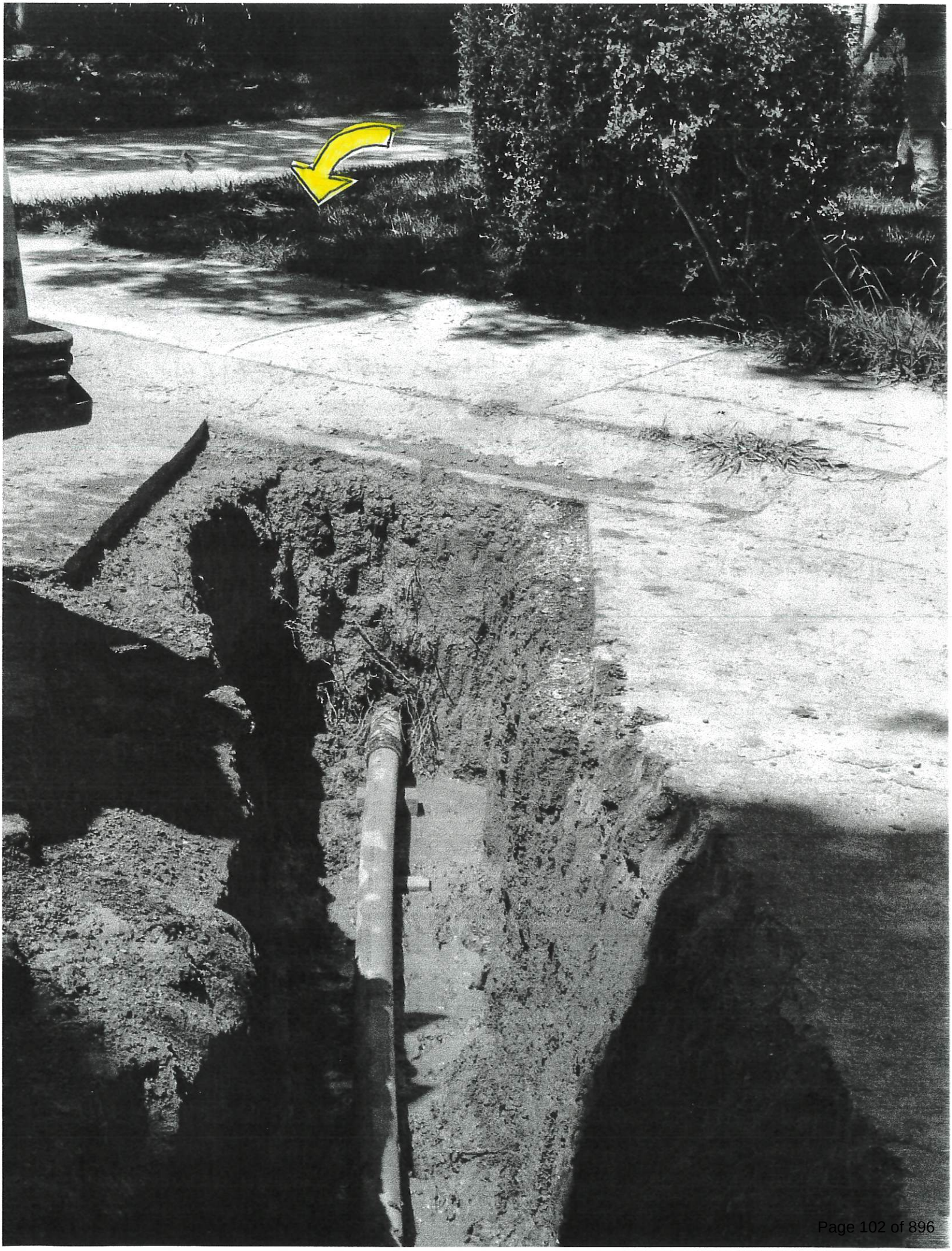
☐ Yes (Limited Civil Case) ☐ No (Unlimited Civil Case)

8. How did you arrive at the amount claimed? Please attach documentation. AARONS PLUMBING & ROOTER

9. Signature of Claimant or Representative John Ganzel Date Signed 5/20/2026


TREE
SIDEWALK
6" & UNDER
BROADWAY
4|15|26
CITY EXCAVATION ON 4/15-26
DEPTH
NEW CONNECTION 4-15-26
APROX
DISTANCE TO ROOT & SOIL INVASION
((STANDING WATER))
MAIN SEWER LINE

TO House
BROADWAY
HANNA STREET



YEARS PRIOR TO THIS LATEST (4/15/26) EXCAVATION A SANATARY (SLOPING 90°) CLEANOUT WAS INSTALLED IN BACK OF SIDEWALK ZONE. THE LOCATION OF WHICH WAS DETERMINED (AT THE TIME) BY ASKING THE CITY OF GILROY'S PLANNING DEPARTMENT WHERE THE RESPONISIBILITY LINE WAS IN REGARDS TO PROPERTY LINE AT THE STREET. (1980's) THE CITY TOLD ME IT WAS A CERTAIN MEASUREMENT FROM THE CENTER OF THE STREET. AFTER DETERMINING THE STREET CENTER (CURB TO CURB) I INSTALLED THE CLEAN OUT SEVERAL FEET IN BACK OF THAT MEASUREMENT, THUS PROVIDING SOME CONTROL OF WHERE BACKUPS WERE OCCURRING. SINCE THAT CLEANOUT ALL NEW GREY WATER PIPE WERE INSTALLED FROM THAT CLEAN OUT TO THE NEW MASTER BDRM CONSTR ABS PIPE. BY GOLTZ CONSTR. SALINAS, CA. THIS LATEST CITY OF GILROY EXCAVATION WAS LATER.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Reduced Speed Limits on Specific Designated Streets in School Zones and Approaching School Zones to 15 Miles Per Hour and 20 Miles Per Hour**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Public Works
Submitted by:	John Doughty, Public Works Director
Prepared by:	Nisha Patel, City Engineer

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Adopt a Resolution Reducing Speed Limits on Specific Designated Streets in School Zones and Approaching School Zones to 15 mph and 20 mph.

EXECUTIVE SUMMARY

Assembly Bill 382 was adopted by the California Legislature and signed into law by Governor Newsom in late 2025 and became effective on January 1, 2026. AB 382 provides the City Council the opportunity to reduce speed limits in school zones from 25 miles per hour (mph) to 15 or 20 miles per hour in advance of a January 1, 2031 mandate.

At their May 18, 2026 meeting, the City Council approved an ordinance amending the City municipal code allowing to reduce prima facie speed limits in school zones from 25 mph to 15 mph or 20 mph per the assembly bill. The City's consultant traffic engineer performed a traffic study for the fourteen public school sites and the two major private school sites. They have determined the speed limits for many street segments can be reduced to 15 mph or 20 mph. Staff is requesting approval of lowering speed limits on selected street segments.

BACKGROUND

Until recently, California law established a prima facie speed limit of 25 miles per hour (mph) when approaching or passing a school building or school grounds that are contiguous to or not separated from a highway (AKA street or roadway). The City was permitted to reduce this limit only when supported by an engineering and traffic survey.

Assembly Bill (AB) 382, signed into law on October 10, 2025, and effective as of January 1, 2026, significantly revises these rules. The bill authorizes local agencies, by ordinance or resolution, to establish reduced school zone speed limits without requiring an engineering and traffic survey. AB 382 standardizes and lowers the default statewide school-zone speed limit (to 20 mph), expands flexibility for localities (15 mph or 25 mph buffer zones), and clarifies “school zone” boundaries and “children present” rules – simplifying and strengthening pedestrian safety protections around schools.

School area speed limits formerly applied to roadways “when approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard “SCHOOL” warning sign” and has been simplified by AB382. A “school zone” is now defined as any area within 500 feet of school grounds in any direction, unless otherwise posted.

On May 18, 2026, the City Council approved an ordinance amending the City's municipal code to allow the setting of prima facie speed limits in school zones from 25 mph to 15 mph or 20 mph, per the Assembly Bill.

At the May 18, 2026, meeting, staff indicated that work would be limited to public school sites initially. Staff was able to add Saint Mary School and Pacific Point Christian Elementary School to the consultant report as both schools abutted public school zones. Staff's intention is to include new signage installation for the two private schools analyzed.

ANALYSIS

Assembly Bill 382 amended section 22352.5 of the California Vehicle Code as of January 1, 2026, to allow local governments to reduce speed limits in school zones to 20 miles per hour (mph). AB 382 defines “school zone” as any segment of highway within 500 feet of a school’s grounds (unless otherwise posted), giving clearer and uniform spatial boundaries. Effective January 1, 2031, or when approved by resolution or ordinance by a local government before that date, the standard prima facie speed limit of 25 mph when school children are present, should now be posted at 20 mph when accompanied by one of the following signs: (1) when school children are present, (2) when beacons are flashing, or (3) during designated hours around school times

Assembly Bill 382 amended section 22358.4 of the California Vehicle Code as of January 1, 2026, to allow local governments to establish a 15 miles per hour (mph)

prima facie speed limit by local resolution in: qualifying school zones in a residence district; on a two-lane roadway; and with a posted speed limit of 30 mph or slower.

The City's consultant Traffic Engineer has identified 46 street segments that qualify for the 15-mph prima facie speed limit under section 22358.4 of the California Vehicle Code and 22 street segments that qualify for the 20-mph prima facie speed limit under section 22352.2 of the California Vehicle Code. There are several arterial streets that are recommended for reduction to 20 mph. These streets include segments of Santa Teresa Boulevard, Monterey Street, and First Street.

Staff has evaluated the recommendations and made some minor adjustments. The final recommended street segments and speed limits are included in the Resolution attached to this report. The segments are grouped by the applicable school zone. The list of segments can be amended or added to by resolution of the City Council as may be necessary in the future.

ALTERNATIVES

The City Council could choose not to approve the resolution lowering speed limits in designated school areas. This alternative is not recommended as the community has actively sought and the City Council previously committed to implementing improvements which are likely to result in reduction of accidents near schools involving pedestrian, bicyclist, and motorist.

FISCAL IMPACT/FUNDING SOURCE

On April 20, 2026, the City Council approved to amend the budget of the Citywide Safety Improvements Project (No. 801120) to provide for additional funding for the installation or replacement of signs for lowering of speed limits around schools. No additional funding beyond what has been approved for Fiscal Years 2026 and 2027 is anticipated.

PUBLIC OUTREACH

The City has initiated a public information campaign to let community members know of the proposal to reduce speed limits near school sites. Staff has conveyed the information to Gilroy Unified School District (GUSD) staff as well.

NEXT STEPS

If Council adopts the resolution establishing reduced prima facie speed limits in school zones and approaching school zones, the City will work with our on-call traffic signage and striping contractor, Chrisp, to have the new signage installed prior to the first day of the upcoming GUSD school year, August 19th. The City Streets crew may supplement

the work of Chrisp to help the deadline to be met.

Attachments:

1. Resolution

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ESTABLISHING REDUCED PRIMA FACIE SPEED LIMITS IN SCHOOL ZONES AND APPROACHING SCHOOL ZONES PURSUANT TO VEHICLE CODE SECTIONS 22358.4 AND SECTION 22352.2

WHEREAS, Assembly Bill (AB) 382, signed into law on October 10, 2025, and effective as of January 1, 2026 authorizes local agencies, by ordinance or resolution, to establish reduced school zone speed limits without requiring an engineering and traffic survey, and

WHEREAS, Assembly Bill 382 standardizes and lowers the default statewide school-zone speed limit (to 20 mph), expands flexibility for localities (15 mph or 25 mph buffer zones), and clarifies "school zone" boundaries and "children present" rules – simplifying and strengthening pedestrian safety protections around schools; and

WHEREAS, Assembly Bill 382 amended section 22358.4 of the California Vehicle Code as of January 1, 2026, to allow local governments to establish a 15 miles per hour (mph) prima facie speed limit by local resolution in: qualifying school zones in a residence district; on a two-lane roadway; and with a posted speed limit of 30 mph or slower; and

WHEREAS, Assembly Bill 382 also amended section 22352.5 of the California Vehicle Code as of January 1, 2026, to allow local governments to reduce speed limits in school zones to 20 miles per hour (mph), where "school zone" is defined as any segment of highway within 500 feet of a school's grounds (unless otherwise posted); and

WHEREAS, effective January 1, 2031, or when approved by resolution or ordinance by a local government before that date, the standard prima facie speed limit of 25 mph when school children are present, should now be posted at 20 mph when accompanied by one of the following signs: (1) when school children are present, (2) when beacons are flashing, or (3) during designated hours around school times; and

WHEREAS, Section 15.11 of the Gilroy City Code describes City Council procedures for establishing speed limits on City streets. Notably, except as provided specifically by the California Vehicle Code, speed limits can only be changed by Council resolution based upon an engineering and traffic analysis; and

WHEREAS, City Council adopted an Ordinance amending Section 15.11 of the Gilroy City Code to include vehicle code section 22358 et. seq.; and

WHEREAS, the Ordinance amendment allows the City Council to set lower prima facie speed limit of 15 mph or 20 mph under Assembly Bill 382 by Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Gilroy hereby adopt lower Prima Facie speed limits as follows:

1. Christopher High School Site

a. Santa Teresa Blvd (Day Road East to Day Road) - Speed Limit 20 mph

b. Day Road (Santa Teresa Blvd to Puma Way) - Speed Limit 20 mph

c. Cougar Court (Day Road to Day Road East) - Speed Limit 20 mph

2. Gilroy High School Site

a. West 10th Street (Glenview Dr to Uvas Parkway) - Speed Limit 20 mph

b. Princevalle Street (West 10th Street to Imperial Drive) - Speed Limit 20 mph

c. Princevalle Street (West 10th Street to West 9th Street) - Speed Limit 15mph

d. Orchard Drive (Chesapeake Place to West 10th Street) - Speed Limit 15 mph

e. West 9th Street (West 9th Street to West 10th Street) - Speed Limit 15 mph

3. Mount Madonna Continuation High School/ Antonio del Buono Preschool Site

a. Wren Avenue (120’ north of Vickery to 400’ south of Farrell Avenue) - Speed Limit 20 mph

b. Farrell Avenue (Wren Avenue to 200’ east of Church Street) - Speed Limit 20 mph

c. Church Street (200’ north of Trimble to Bennett Street) - Speed Limit 15 mph

4. Ascension Solorsano Middle School Site

a. Club Drive (Lico Drive to Grenache Way) - Speed Limit 20 mph

b. Grenache Way (Club Drive to Syrah Drive) – Public Street - Speed Limit 20 mph

c. Grenache Way (Syrah Drive to Castlewood Place) – Private Street - Speed Limit 20 mph

d. Syrah Drive (Grenache Way to 400-feet south of Castlewood Place) - Speed Limit 20 mph

5. Brownell Middle School Site

a. First Street (Wayland Lane to Rosanna Street) - Speed Limit 20 mph (subject to approval by Caltrans)

b. Carmel Street (First Street to 450’ south of 3rd Street) - Speed Limit 15 mph

c. Carmel Street (First Street to Broadway) – Speed Limit 15 mph

d. Hanna Street (Broadway to 400'south of 3rd Street) - Speed Limit 15 mph

e. 2nd Street (Princevalle Street to Carmel Street) - Speed Limit 15 mph

f. 2nd Street Hanna Street to Rosanna Street) - Speed Limit 15 mph

g. 3rd Street (Princevalle Street to Rosanna Street) - Speed Limit 15 mph

h. Dowdy Street (3rd Street to 450' south of 3rd Street) - Speed Limit 15 mph

6. South Valley Middle School/ Gilroy Prep School Site

   a. Murray Avenue (500' north of Adamas Court and 450' south of IOOF Avenue) - Speed Limit 20 mph

   b. IOOF Avenue (Monterey Street to easterly terminus) - Speed Limit 15 mph

   c. Forest Street (IOOF Avenue to Walnut Lane) - Speed Limit 15 mph

7. Eliot Elementary School Site

   a. Old Gilroy Street (Forest Street to East Street) - Speed Limit 15 mph

   b. Chestnut Street (500' south of Old Gilroy Street to 500' north of East 7th Street) - Speed Limit 15 mph

   c. East 7th Street (Forest Street to easterly terminus) - Speed Limit 15 mph

   d. Maple Street (East 7th Street to 500' north of east 7th Street) - Speed Limit 15 mph

8. El Roble Elementary School Site

   a. Third Street (Perrelli Street to 400' west of Wren Avenue - Speed Limit 20 mph

   b. Wren Avenue (Byers Street to 400' north of 3rd Street) - Speed Limit 20 mph

   c. Santa Theresa Drive (400' north of 3rd Street to 400' south of 4th Street) - Speed Limit 15 mph

   d. 4th Street (Santa Teresa Drive to Perrelli Street) - Speed Limit 15 mph

9. Glen View Elementary School Site

   a. Princevalle (Fairview Drive to Lexington Place) - Speed Limit 15 mph

   b. Carmel Street (West 8th Street to 400' north of West 8th Street - Speed Limit 15 mph

c. Dowdy Street (West 8th Street to 400’ north of West 8th Street) - Speed Limit 15 mph

d. Hanna Street (West 10th Street to 400’ north of West 8th Street) -Speed Limit 15 mph

e. West 8th Street (Trenton Place to Rosanna Street) - Speed Limit 15 mph

f. West 9th Street (400’ west of Princevalle to Rosanna Street) - Speed Limit 15 mph

10. Las Animas Elementary School Site

a. Luchessa Avenue (400’ west of Cimino Street to 400’ east of Greenfield Drive) Speed Limit 20 mph

b. Greenfield Drive (400’ north of Charles Lux Drive to 400’south of Luchessa Avenue) - Speed Limit 15 mph

c. Charles Lux Drive (270’ west of Lopez Way to Greenfield Drive) -Speed Limit 20 mph

d. Cimino Street (Charles Lux Drive to Luchessa Avenue) – Public Street - Speed Limit 20 mph

e. Cimino Street (Luchessa Avenue to Viognier Way) – Private Street - Speed Limit 20 mph

f. Lopez Way (Bonino Way to Charles Lux Drive) – Private Street - Speed Limit 15 mph

g. Lopez Way (Charles Lux Drive to 100’ north of Marsanne Lane) – Public Street - Speed Limit 20 mph

11. Luigi Aprea Elementary School Site

a. Calle Del Rey (Pheasant Drive to Partridge Drive) - Speed Limit 15 mph

b. Red Hawk Drive (Mockingbird Lane to Calle Del Rey) - Speed Limit 15 mph

c. Mockingbird Lane (Pheasant Drive to Red Hawk Drive) – Speed Limit 15 mph

d. Lerma Lane (Calle Del Rey to San Juan Court) – Private Street - Speed Limit 15 mph

12. Rod Kelly Elementary School/ Gilroy Adult Education Center Site

a. Hirasaki Court (Manteilli Drive to southerly terminus) – Speed Limit 15 mph

b. Kern Avenue (Mantelli to Birch Place) - Speed Limit 15 mph

c. Culp Drive (Kern Avenue to Hoesch Way) - Speed Limit 15 mph

d. Howard Avenue (Violet Way to Culp Drive) - Speed Limit 15 mph

13. Pacific Point Christian Elementary School (Private)

a. Mantelli Drive (400 west of Calle del Rey to 300 east of Calle del Rey) - Speed Limit 15 mph

b. Calle Del Rey (Mantelli Drive to Partridge Drive) - Speed Limit 15 mph

14. Saint Mary School (Private)

a. Church Street (400’ south of First Street to Howson Street) - Speed Limit 15 mph

b. Gurries Drive (400’ west of Church to Church Street) - Speed Limit 15 mph

c. Monterey Street (Howson Street to First Street) - Speed Limit 20 mph (subject to approval by Caltrans)

d. Monterey Street (400’ south of First Street to First Street) - Speed Limit 20 mph

e. First Street (Monterey Street to Rosanna Street)-Speed Limit 20 mph (subject to approval by Caltrans)

NOW, THEREFORE, BE IT RESOLVED that the City Council Hereby establishes reduced prima facie speed limits in school zones and approaching school zones pursuant to vehicle code sections 22358.4 and 22352.2.

PASSED AND ADOPTED this 15th day of June 2026 by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, Date**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Tuesday, XXXXX**

_____
Kim Mancera
City Clerk of the City of Gilroy

City of Gilroy
STAFF REPORT

Agenda Item Title: **Approve an Amendment to the Professional Services Agreement with Gilroy Chamber of Commerce for Programs Supporting Workforce Development and Business Retention, Expansion, and Attraction, and Adopt a Budget Amendment Resolution**

Meeting Date: June 15, 2026
From: Matt Morley, City Administrator
Department: Economic Development
Submitted by: Raissa de la Rosa, Economic Development Director
Prepared by: Raissa de la Rosa, Economic Development Director

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

1. Approve an Amendment to the Professional Services Agreement with the Gilroy Chamber of Commerce for programs supporting workforce development and business retention, expansion, and attraction, for an amount not to exceed $109,227.
2. Adopt a budget amendment resolution

EXECUTIVE SUMMARY

In August 2022, the City Council approved a five-year agreement with the Gilroy Chamber of Commerce for marketing and economic development services at $50,000 per year, with annual adjustments based on the prior calendar year's CPI beginning in July 2023. The agreement was structured as a reimbursement-based contract with specific allocations assigned to distinct funding categories. Between FY 2023 and FY 2026 to date, $213,781 had been budgeted under the agreement, and $47,594 has been disbursed. City and Chamber staff are working together to support the development and implementation of economic development programs by more fully

utilizing the budgeted funds and strengthening collaborations.

BACKGROUND

Beginning in 2021 with the hiring of a dedicated economic development staff member, and continuing in 2026 with the establishment of the Economic Development Department and hiring of a department director, the Council's organizational investments have strengthened the City's ability to manage and implement economic development activities previously performed by the Gilroy Economic Development Corporation. During this time of transition, the City benefited from partnerships with private sector organizations, most consistently through the contract with the Gilroy Chamber of Commerce. As the City's internal capacity has expanded and the economic development landscape has evolved, staff and Chamber leadership have identified opportunities to update the agreement to better align responsibilities, streamline processes, and more effectively leverage the remaining budgeted funds in support of shared economic development goals.

Under the five-year 2022 Chamber agreement, a cumulative $213,781 has been budgeted to date, with $47,594 disbursed under the current reimbursement-based structure. A breakdown of the yearly budget to disbursement is as follows:

Year	Budget	Expended	Released Back to GF	Remaining Amount
FY 23	$50,000	$0	$50,000	
FY 24	$52,799	$6,045	$46,754	
FY 25	$54,735	$37,057	$17,678	
FY 26	$56,247	$4,492	--	$51,755
FY 27	$57,472	--	--	$57,472
TOTALS	**$271,253** *(FY23 through FY26 = $213,781)*	**$47,594**	**$114,432**	**$109,227**

An additional relevant component to the agreement's history is the Chamber's former operation of a political advocacy arm known as GilPAC. Under the current Executive Director and Board of Directors, the GilPAC has been dissolved and the Chamber no longer has a political advocacy group.

ANALYSIS

By aligning responsibilities, expanding capacity, and maintaining clear boundaries, the amended agreement supports a balanced public-private partnership that enhances the City's ability to promote economic vitality and meet the evolving needs of the Gilroy business community.

While the establishment of the Economic Development Department has significantly strengthened the City's internal capacity, the growth in scope and complexity of the Department's functions requires sustained outreach, private-sector connectivity, and operational flexibility that can be well served through strategic partnerships. The Gilroy Chamber of Commerce is well positioned to help extend the City's reach, supplement staffing capacity, and provide timely responsiveness to emerging opportunities and issues. Their relationships with local businesses, educational institutions, and industry groups enable it to perform activities that complement the City's role and relationships, particularly in areas requiring daily engagement with employers, participation in industry networks, and rapid coordination across sectors. The proposed scope of work reflects these needs by focusing on core activities that directly support the City's goals. The Chamber's involvement in these areas of work will allow City staff to leverage limited resources, maintain consistent business engagement, and pursue opportunities that are enhanced by community-based access.

Importantly, the agreement incorporates explicit safeguards to ensure City funds are used solely for economic and workforce development purposes. The scope clearly excludes any activities related to advocacy, political involvement, or Chamber-specific membership functions, reaffirming a shared commitment to transparency and appropriate use of public funds.

ALTERNATIVES

The Council could elect to maintain the 2022 agreement in its current form and terms.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impacts are anticipated. Funds associated with the amended agreement are accounted for in the City's current adopted budget. A budget amendment is included to shift the remaining unexpended funds from FY26 to FY27.

PUBLIC OUTREACH

This item was discussed at the Chamber of Commerce Board Meeting.

NEXT STEPS

None.

Attachments:

1. 26-0615 - Chamber of Commerce Amendment to Agreement

2. 2022 Chamber of Commerce 5 Year Agreement - Signed
3. Budget Amendment Resolution - FY26 Chamber Contract

FIRST AMENDMENT TO AGREEMENT FOR SERVICES WITH GILROY CHAMBER OF COMMERCE

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Gilroy chamber of Commerce ("Consultant") entered into that certain agreement entitled Agreement for Services, effective on August 15, 2022, hereinafter referred to as "Original Agreement"; and

WHEREAS, City and Gilroy Chamber of Commerce have determined it is in their mutual interest to amend certain terms of the Original Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **ARTICLE 4.A. CONSIDERATION:** In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit D ("Payment Schedule"). In no event shall the total compensation paid to CONSULTANT for the remainder of the term of the Agreement ending on June 30, 2027, as of the Effective Date of this Amended Agreement, exceed $109,227.00.

2. **ARTICLE 4.B. INVOICES:** CONSULTANT shall submit invoices as set forth in Exhibit D ("Payment Schedule").

3. **EXHIBIT A – SPECIFIC PROVISIONS** of the Original Agreement shall be amended to read as follows:

> **Section II.A. NOTICE TO PROCEED:** CONSULTANT shall commence the Services upon ratification of this Addendum to the Original Agreement, which will constitute the "Notice to Proceed." For purposes of this Agreement, the City's Economic Development Director or their designee shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the Section V.H. ("Notices") of this Exhibit A.
>
> **Section II.B. COMPLETION OF SERVICES:** Unless terminated as provided in Article 7 of this Agreement, Services will be deemed completed at the stated June 30, 2027, Contract Expiration Date.
>
> **Section V.H. NOTICES – CITY:** Notices are to be sent as follows:
>
> CITY: Economic Development Director
> City of Gilroy
> 7351 Rosanna Street
> Gilroy, CA 95020

4. **EXHIBIT B – SCOPE OF SERVICES** of the Original Agreement shall be amended to read as attached hereto as Exhibit B.

5. **EXHIBIT C – MILESTONE SCHEDULE** of the Original Agreement shall be amended to read as follows:

CONSULTANT and CITY shall meet at least quarterly for the duration of this Agreement to review program development, opportunity advancement, and performance results.

6. **EXHIBIT D – PAYMENT SCHEDULE** of the Original Agreement shall be amended to read as attached hereto as Exhibit D.

7. This Amendment shall be effective on June 15, 2026.

8. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

9. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

CITY OF GILROY

By: _____
[signature]

Matt Morley

City Administrator

_____

Date: _____

GILROY CHAMBER OF COMMERCE

By: _____
[signature]

_____
[name]

_____
[title]

Date: _____

Approved as to Form

_____
City Attorney

ATTEST:

_____
City Clerk

EXHIBIT B
SCOPE OF SERVICES

The Gilroy Chamber of Commerce shall undertake economic and workforce development activities on behalf of the City of Gilroy. Such activities include but are not limited to the following:

A. Manage economic development marketing and advertising programs in conjunction with strategic partners to enhance economic development inquiries and increase opportunities to attract businesses to Gilroy.

B. Coordinate attendance to industry tradeshows with City's economic development team to promote Gilroy as a business destination.

C. Partner with the City's economic development team on business attraction and "hand-offs" to City of businesses the Chamber attracts to or is working with the expand or retain in Gilroy.

D. Assist with the City's Economic Development Strategic Plan implementation, including downtown and industry sector outreach, communication, and other special initiatives; host roundtables and other gatherings as needed related to special initiatives.

E. Coordinate the City's Business Visitation Program, working with City's economic development team on schedule and appropriate City staff and/or elected representation coordination.

F. Assist in tracking existing inventory of available buildings and business sites within the community, including public and private buildings and land areas.

G. Assist the City with facilitating grant and other business assistance programs for the community.

H. Manage collaborative workforce development programs between education and industry to:

- Promote career pathways and internship opportunities for local students; provide opportunities for businesses and local organizations to participate in students' career exploration.
- Develop internship and apprenticeship programs.
- Understand short- and long-term needs of Gilroy's business community related to workforce and training.
- Coordinate efforts between GUSD, Gavilan College, the County of Santa Clara and other agencies and education institutions to improve workforce training and job opportunities.

I. Design and implement broad entrepreneurial programming aimed at cultivating a robust local innovation ecosystem, providing resources, education, and support tailored to the evolving needs of startups and growing businesses.

J. Report quarterly to the Economic Development Department on performance information related to activities performed under this Agreement.

Funds from this Agreement explicitly and categorically exclude activities related to:

- Advocacy and political involvement of any kind
- Sponsorships, donations or contributions
- Membership dues, benefits or other Chamber member specific activities

EXHIBIT D

PAYMENT SCHEDULE

Payments shall be made upon invoice from the Gilroy Chamber of Commerce with a thirty (30) day net. Invoices shall include quarterly performance results and areas of opportunity as relates to Exhibit B and discussed during milestone review meetings per Exhibit C.

Invoices shall be issued no more than quarterly to the City of Gilroy for an amount not to exceed $27,307.00, with the total amount at the end of the Contract Term not to exceed $109,227.00. Payments shall be net 30 days.

STAFF TIME BILLING AND DOCUMENTATION

CONSULTANT may invoice CITY for staff time directly attributable to the services identified in Exhibit B – Scope of Services. Billable staff time shall be limited to work performed in support of the economic and workforce development activities expressly authorized under this Agreement.

Invoices for staff time shall include, at a minimum:

- Employee
- Position or title
- Date services were performed
- Description of work performed
- Hours worked
- Hourly billing rate
- Total amount billed for each individual

CONSULTANT shall maintain contemporaneous time records and supporting documentation for all labor charges billed under this Agreement and shall provide such documentation to CITY upon request.

Administrative, clerical, lobbying, advocacy, membership-related, fundraising, sponsorship, political, or other non-authorized Chamber activities shall not be billable under this Agreement.

Staff billing rates shall be based on actual hourly compensation rates, inclusive of reasonable overhead and benefits, unless otherwise approved in writing by CITY. Any changes to billing rates during the term of the Agreement shall require prior written approval from CITY.

Total compensation for staff time and reimbursable services shall not exceed the compensation limits established in this Exhibit without a written amendment approved by the parties.

CITY reserves the right to audit invoices, supporting records, and time documentation related to services performed under this Agreement for a period of three (3) years following final payment.

Position	**Hourly Rate**
• President/CEO	$85.00
• Program Coordinator	$65.00
• Administrative Support	$50.00

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City of Gilroy
Agreement/Contract Tracking

23ADM1120*

Today's Date:	December 2, 2022	**Your Name:**	Bryce Atkins
Contract Type:	Services over $5k - Consultant	**Phone Number:**	(408)846-0210

Contract Effective Date: *(Date contract goes into effect)*	8/15/2022
Contract Expiration Date:	6/30/2027
Contractor / Consultant Name: *(if an individual's name, format as last name, first name)*	Gilroy Chamber of Commerce
Contract Subject: *(no more than 100 characters)*	Marketing and economic development activities
Contract Amount: *(Total Amount of contract. If no amount, leave blank)*	50000
By submitting this form, I confirm this information is complete:	➢ **Date of Contract** ➢ **Contractor/Consultant name and complete address** ➢ **Terms of the agreement (start date, completion date or "until project completion", cap of compensation to be paid)** ➢ **Scope of Services, Terms of Payment, Milestone Schedule and exhibit(s) attached** ➢ **Taxpayer ID or Social Security # and Contractors License # if applicable** ➢ **Contractor/Consultant signer's name and title** ➢ **City Administrator or Department Head Name**, **City Clerk** (Attest)**, City Attorney** (Approved as to Form)

Routing Steps for Electronic Signature	
Risk Manager	DocuSigned by: LeeAnn McPhillips 805AA27654AF40B...
City Attorney Approval As to Form	DocuSigned by: Andy Faber 1979C8E83B08470...
City Administrator or Department Head	DocuSigned by: Jimmy Forbis FAB7DCEED9254E3...
City Clerk Attestation	DocuSigned by: 1E54AA19B46C4DB...

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TYPE OF PROCURMENT	DOLLAR THRESHOLD / SIGNING AUTHORITY STAFF LEVEL DEPARTMENT HEAD CITY ADMINISTRATOR COUNCIL APPROVAL			
	$0-$999.99	**$1,000-$49,999.99**	**$50,000-$99,999.99**	**$100,000-Above**
EQUIPMENT /SUPPLIES/ MATERIALS **Furniture, hoses, parts, pipe manholes, office supplies, fuel, tools, PPE items, etc…**	• Vendor selection at discretion of staff <u>Payment Method</u> Purchase Card or Payment Request (if vendor does not accept credit cards)	• Informal bid/quotation – 3 quotes (verbal or written) • Purchasing Summary form w/ Purchasing Approval • Purchase Requisition <u>Payment Method</u> Purchase Order*	• Informal bid/quotation – 3 written quotes • Purchasing Summary form w/ City Administrator Approval • Purchase Requisition <u>Payment Method</u> Purchase Order	• Formal Bid • Advertisement • Council Approval • Purchase Requisition signed by City Administrator <u>Payment Method</u> Purchase Order
GENERAL SERVICES **Janitorial, landscape maintenance, equipment repair, installation, graffiti abatement, service inspections, uniform cleaning, etc…**	• Vendor selection at discretion of staff • May require insurance documents depending on scope/ nature of work <u>Payment Method</u> Purchase Card (if incorporated) Signed Payment Request (if sc proprietor or partner)	• Informal bid/quotation – 3 quotes (verbal or written) • Purchasing Summary form w/ Department Head Approval • Standard Agreement • Purchase Requisition <u>Payment Method</u> Purchase Order*	• Informal Bid/RFP quotation – 3 written quotes • Purchasing Summary form w/ City Administrator Approval • Standard Agreement • Purchase Requisition <u>Payment Method</u> Purchase Order	• Formal Bid/RFP/RFQ • Advertisement • Council Approval • Standard Agreement • Purchase Requisition <u>Payment Method</u> Purchase Order
PROFESSIONAL SERVICES **Consultants, architects, designers, auditors, etc...**	• Vendor selection at the discretion of staff • Purchase Summary Form w/ Purchasing Approval • Standard Agreement signed by Department Head • Purchase Requisition <u>Payment Method</u> Purchase Order	• RFP/RFQ to at least 3 consultants • Purchase Summary Form w/ Department Head Approval • Standard Agreement • Purchase Requisition <u>Payment Method</u> Purchase Order	• RFP/RFQ to a list of consultants • Evaluation Spreadsheet w/ City Administrator Approval • Standard Agreement • Purchase Requisition <u>Payment Method</u> Purchase Order	• Formal RFP/RFQ • Advertisement • Council Approval • Standard Agreement signed by City Administrator • Purchase Requisition <u>Payment Method</u> Purchase Order

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AGREEMENT FOR SERVICES
(For contracts over $5,000 - CONSULTANT)

This AGREEMENT made this 15th day of August, 2022, between:

CITY: City of Gilroy, having a principal place of business at 7351 Rosanna Street, Gilroy, California

and CONSULTANT: Gilroy Chamber of Commerce, having a principal place of business at 7471 Monterey Street, Gilroy, CA 95020.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on August 15, 2022 and will continue in effect through June 30, 2027 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

Any lapse in insurance coverage as required by Article 5, Section D of this Agreement shall terminate this Agreement regardless of any other provision stated herein.

MT
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to CITY'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: Perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services"), within the time periods described in **Exhibit "C"** ("Milestone Schedule").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

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C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed $50,000 anually. Beginning July 1, 2023, the annual amount shall increase each July 1st by the increase in the annual Consumer Price Index for the calendar year prior, in the Bureau of Labor Statistics Series CUURS49BSA0 .

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "D"**. No payment will be made unless CONSULTANT has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A"**, **Section IV**) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. CITY shall not be

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responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from CITY.

B. Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT'S employees and agents and agrees to hold harmless, defend with counsel acceptable to CITY and indemnify CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT'S employees.

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

2. As to other liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum

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coverage of $1,000,000 per occurrence or claim, and $2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

As CONSULTANT is not CITY'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- CITY will not withhold state or federal income tax from payment to CONSULTANT;
- CITY will not make disability insurance contributions on behalf of CONSULTANT;
- CITY will not obtain workers' compensation insurance on behalf of CONSULTANT.

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ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

A. Sale of Consultant's Business/ Death of Consultant.

CONSULTANT shall notify CITY of the proposed sale of CONSULTANT's business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this **Article 7.A** shall be in writing and sent to the address for notices to CONSULTANT set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY' receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by City for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, CITY, at CITY'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.

2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY

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may have, CONSULTANT shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT'S option, may terminate this Agreement if such default is not remedied by CITY within thirty (30) days after demand for such payment is given by CONSULTANT to CITY.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new consultant hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. The CONSULTANT shall defend with counsel acceptable to CITY, indemnify and hold harmless the CITY OF GILROY, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including without limitation reasonable attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its subcontractors, or the officers, employees, agents or representatives of either.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable

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attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or office of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

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H. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A", Section V.H.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

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 will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:

GILROY CHAMBER OF COMMERCE

DocuSigned by:
By: Mark Turner
62962B3492C4473...
Name: Mark Turner
Title: President/Chief Executive Officer

Social Security or Taxpayer
Identification Number 94-1071526

CITY:

CITY OF GILROY

DocuSigned by:
By: Jimmy Forbis
FAB7DCFFD9254E3...
Name: Jimmy Forbis
Title: City Administrator

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Approved as to Form

DocuSigned by:
Andy Faber
1979C9EB5B68470...

City Attorney

ATTEST:

DocuSigned by:
1E54AA19B46C4BB...

City Clerk

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EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign the President/CEO, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, the City Administrator shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The schedule for performance and completion of the Services will be as set forth in the attached **Exhibit "C"**.

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

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Direct expenses are charges and fees not included in **Exhibit "B"**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY'S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

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D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof subject to **Section V.D** of this **Exhibit "A"**.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

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H. NOTICES.

Notices are to be sent as follows:

CITY:	City Administrator City of Gilroy 7351 Rosanna Street Gilroy, CA 95020
CONSULTANT:	President/CEO Gilroy Chamber of Commerce 7471 Monterey Street Gilroy, CA 95020

I. FEDERAL FUNDING REQUIREMENTS.

☐ If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.I.** apply.

☒ If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.I.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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EXHIBIT "B"

SCOPE OF SERVICES

The Gilroy Chamber of Commerce shall undertake marketing and economic activities on behalf of the City of Gilroy. The activities shall include the following:

1. Manage Economic Development marketing and advertising programs in conjunction with strategic partners to enhance economic development inquiries and increase opportunities to attract businesses to Gilroy.

2. Attend industry tradeshows with City's economic development team to promote Gilroy as a business destination.

3. Partner with the City's economic development team to do "hand-offs" of those businesses the Chamber attract to Gilroy.

4. Track existing inventory of available buildings and business sites within the community including public and private buildings and land areas.

5. Assist the City with facilitating grant programs for the business community.

6. Create a collaborative workforce development program between education and industry to give middle school, high school, and college students an opportunity to gain insights into career pathways to:

- Understand the short-term and long-term needs of Gilroy's business community.

- Coordinate efforts between GUSD, Gavilan College, the County of Santa Clara and other agencies to improve workforce training and job opportunities.

- Provide opportunities for businesses and local organizations to participate in students' career exploration.

- Develop internship and apprenticeship programs.

7. Report quarterly to the City Council on performance information related to all the above.

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EXHIBIT "C"

MILESTONE SCHEDULE

A quarterly report to the City Council on performance results shall commence with a report of the fourth quarter of calendar year 2022, then each subsequent quarter for the duration of this agreement.

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EXHIBIT "D"

PAYMENT SCHEDULE

Payments shall be made upon an invoice from the Gilroy Chamber of Commerce.

Invoices shall be issued quarterly to the City of Gilroy for $12,500 per quarter, to fund each of the below amounts proportionately, for the first year of the term.

Beginning 2nd year of the term, July 1, 2023, and annually thereafter, the initial contribution of $50,000 shall be adjusted by the change in the annual Consumer Price Index for the calendar year prior, in the Bureau of Labor Statistics Series CUURS49BSA0, and the amount shall be billed via quarterly invoices. The increase shall be applied proportionately to each of the below funding categories for the specific actions undertaken:

$5,000 - Manage Economic Development marketing and advertising programs in conjunction with strategic partners.

$6,000 - Attend industry tradeshows with City's economic development team to promote Gilroy as a business destination.

$4,000 - Partner with the City's economic development team to do "hand-offs" of those businesses the Chamber attract to Gilroy.

$10,000 - Track existing inventory of available buildings and business sites within the community including public and private buildings and land areas.

$25,000 - Create a collaborative workforce development program between education and industry to give middle school, high school, and college students an opportunity to gain insights into career pathways

For assisting the City with facilitating grant programs for the business community, a percentage of the grant's administration fees, charges or the administrative portion of the dollars granted will be paid to the Chamber of Commerce. The specific amount will be determined on a case-by-case basis by the conditions and terms of each individual grant, and the discretion of the City Administrator, in discussion with the Chamber of Commerce.

Payments shall be net 30 days.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE CITY OF GILROY FOR 2025-2026 AND 2026-2027 FISCAL YEARS

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2025-2026 (FY26) and 2026-2027 (FY27), and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to the budget for FY26 and FY27 for the City of Gilroy in the staff report dated June 15, 2026, for the Agreement with Gilroy Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriations for Fiscal Year 2025-2026 in Fund 100 – General Fund shall be decreased by $51,755, and expenditure appropriations for Fiscal Year 2026-2027 in Fund 100 – General Fund shall be increased by $51,755.

PASSED AND ADOPTED this 15th day of June 2026 by the following roll call vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Authorize the City Administrator to enter into a one-year service agreement with the County of Santa Clara for Animal Sheltering Services for the period of July 1, 2026 through June 30, 2027.**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Police
Submitted by:	Brandon Sanchez Chief of Police
Prepared by:	Lamonte Toney, Police Captain

STRATEGIC PLAN GOALS:

RECOMMENDATION

Authorize the City Administrator to sign a one-year service agreement with the County of Santa Clara for Animal Sheltering Services from July 1, 2026 through June 30, 2027.

EXECUTIVE SUMMARY

The County of Santa Clara (County) provides animal shelter services to the City of Gilroy (City). The County provides shelter services for abandoned, impounded, lost or stray domestic animals, monitoring of quarantined animals, euthanasia of animals deemed unfit for adoption and low-cost spay/neuter services to residents of the unincorporated areas of Santa Clara County.

BACKGROUND

The City desires to secure animal shelter services for domestic animals found within the incorporated area of Gilroy. The County has the facility and necessary skills to provide shelter services and veterinary care for such animals during normally staffed hours, Monday-Friday 8:00 am to 6:00 pm and Saturday and Sunday 8:00 am to 5:00 pm. No

services are provided on County holidays; however, kennels are available, to Gilroy Police Department staff, to secure animals based on availability of kennels. Veterinarian services outside of the normal animal shelter staffed hours are provided by other veterinary offices at the City's expense.

Four Community Services Officers (CSOs) are assigned to the Police Department and one of those CSOs job function is to serve as the Animal Control Officer (ACO). The ACO responsibilities is to respond to calls for service regarding barking dogs, loose dogs, dog fights, investigations of neglect by owners, dog bites, education of the Gilroy City Code, and the issuance of citations.

ANALYSIS

In 2025, the County of Santa Clara Animal Services took in 4,748 animals. Of those, 1,564 were intakes from incorporated Gilroy or 32.9% of the total intake of domestic animals. As such, the County has increased its service fee to account for the intake of animals from the City of Gilroy.
As part of the shelter services agreement, the County shall provide the following services:

- Sheltering of abandoned, impounded, lost or stray domestic animals excluding healthy stray cats unless impoundment is deemed necessary by mutual consent between the County and City;
- Quarantine of impounded, aggressive domestic animals;
- Provision for reclaim of abandoned, lost or stray domestic animals during established business hours;
- Euthanasia and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and are deemed unfit for adoption, rescue or return-to-field;
- Return-to-field of free-roaming cats after sterilization and vaccination;
- Acceptance of owner-relinquished animals and confiscated animals on approval of the County Animal Services Program Manager after consideration of shelter population, space availability, and cost.

And, as part of veterinary services, the County shall provide the following:

- Veterinarian services during established business hours to treat and provide veterinarian care to stray and other impounded domestic animals;
- Monitoring of quarantined animals; and
- Low-cost spay/neuter services currently provided to residents of the unincorporated areas of the County of Santa Clara.

ALTERNATIVES

Reject approval to authorize the City Administrator to enter into a one-year service agreement with the County of Santa Clara for animal sheltering services. Staff does not recommend this option as it would mean alternative service options would have to be identified. We have not yet identified a shelter provider capable of meeting the City's current service needs.

FISCAL IMPACT/FUNDING SOURCE

During the FY26 and FY27 budget process, estimated funding was allocated for animal shelter services. After the City of Gilroy budget adoption, Santa Clara County provided a compensation schedule for a two-year service agreement of $400,000 for the first year and $420,000 the second year. City will use the approved Police Department budget allocation of $176,000, and the remaining balance is recommended for inclusion in a budget amendment as part of the quarterly budget update report, which is on the agenda as a separate item. The Police Department is recommending a one-year agreement as it continues to evaluate alternative service delivery models in FY27, including a potential partnership with neighboring cities.

PUBLIC OUTREACH

n/a

NEXT STEPS

n/a

Attachments:

1. 2026 SCC Animal Sheltering Agreement- City of Gilroy_Final

FIRST AMENDENT TO AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND
THE CITY OF GILROY
FOR ANIMAL SHELTERING SERVICES

The County of Santa Clara ("COUNTY") and the City of Gilroy, a municipal corporation ("CITY") (together, "PARTIES") enters into this First Amendment to the December 12, 2023 Agreement Between the County of Santa Clara and the City of Gilroy for Animal Sheltering Services ("FIRST AMENDMENT") with and effective date of July 1, 2026.

RECITALS

WHEREAS, the PARTIES previously entered into the Agreement Between the County of Santa Clara and the City of Gilroy for Animal Sheltering Services, with a term from July 1, 2023 to June 30, 2026, for the COUNTY to provide secure animal shelter services for domestic animals found within the incorporated area of the CITY;

WHEREAS, the CITY desires to continue secure animal sheltering services from the COUNTY for domestic animals found within the incorporated area of the CITY, and

WHEREAS, COUNTY has the necessary facilities, expertise and skill to perform those services and COUNTY's proposal can best meet CITY's needs,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Section 1. AGREEMENT DOCUMENTS of the AGREEMENT is amended in full to read:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between CITY and COUNTY, as amended, shall consist of:

- This Agreement between the County of Santa Clara and the City of Gilroy for Animal Sheltering Services, as amended;
- The First Amendment to the Agreement between the County of Santa Clara and the City of Gilroy for Animal Sheltering Services;
- Exhibit A – Scope of Services, as amended; and
- Exhibit B – Compensation, as amended

If any discrepancies or inconsistencies between the provisions of this Agreement, as amended, and any of the above-referenced Exhibits arise, the provisions of this Agreement prevail.

The Agreement, as amended; the First Amendment; and the Exhibits set forth above contain all the agreements, representations, and understandings of the PARTIES hereto,

and supersede and replace any previous understanding, commitments, or agreements, whether oral or written.

II. Section 2. SCOPE OF SERVICES of the AGREEMENT is amended in full to read:

2. SCOPE OF SERVICES

COUNTY shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services", as amended.

III. Section 3. TERM OF AGREEMENT of the AGREEMENT is amended in full to read:

3. TERM OF AGREEMENT

This Agreement, as amended, extends through June 30, 2027, unless otherwise terminated under Section 5 (TERMINATION) of the Agreement, as amended.

IV. Section 4. COMPENSATION of the AGREEMENT is amended in full to read:

4. COMPENSATION

CITY shall pay COUNTY for the costs of animal sheltering services under this Agreement. The terms, rate, and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation," as amended on July 1, 2026.

V. Section 6. INDEMNIFICATION of the AGREEMENT is amended in full to read:

Notwithstanding any other provision of this Agreement, CITY shall indemnify, release, hold harmless, and defend, with counsel approved by COUNTY, COUNTY and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by CITY and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY as allowed by law. CITY shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which CITY contests its obligation to indemnify, defend, and/or hold harmless COUNTY under this Agreement and does not prevail in that contest.

Except for those amendments to the AGREEMENT specifically set forth in this FIRST AMENDMENT, all the terms and conditions set forth in the AGREEMENT shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF GILROY

APPROVED AS TO FORM:

By: _____
ANDY FABER, CITY ATTORNEY
CITY OF GILROY

Date: _____

CITY OF GILROY, a municipal corporation

By: _____
MATT MORLEY, CITY MANAGER
CITY OF GILROY

Date: _____

COUNTY OF SANTA CLARA

APPROVED:

By: _____
EDGAR NOLASCO
DIRECTOR, CEPA

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
WILLIE NGUYEN
DEPUTY COUNTY COUNSEL

Date: _____

EXHIBIT A
SCOPE OF SERVICES

COUNTY shall provide the following services for domestic animals found or maintained in the incorporated area of CITY:

1. Sheltering of abandoned, impounded, lost or stray domestic animals, excluding healthy stray cats unless impoundment is deemed necessary by mutual consent between the COUNTY AND CITY;
2. Quarantine of impounded, aggressive domestic animals;
3. Provision for reclaim of abandoned, lost or stray domestic animals during established business hours;
4. Euthanasia and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and are deemed unfit for adoption, rescue or return-to-field;
5. Return-to-field of free-roaming cats after sterilization and vaccination; and
6. Acceptance of owner-relinquished animals and confiscated animals on approval of the COUNTY Animal Services Program Manager after consideration of shelter population, space availability, and costs.

As part of Shelter Services, COUNTY shall provide the following veterinary services for domestic animals found or maintained in the incorporated area of CITY:

1. Veterinarian services during established business hours to treat and provide veterinarian care to stray and other impounded domestic animals;
2. Monitoring of quarantined animals; and
3. Low-cost spay/neuter services currently provided to residents of the unincorporated areas of the County of Santa Clara.

COUNTY shall provide sheltering and veterinary care of domestic animals identified above during normally staffed hours, which are Monday thru Friday from 8:00 am through 6:00 pm and Saturday and Sunday from 8:00 am thru 5:00 pm (“Operational Hours”). Services will not be available on COUNTY holidays, however, CITY will have access to “night drop” kennels outside of Operational Hours based on availability. Only animals that appear to be free of injury may be left in the “night drop” kennels by authorized CITY staff. Animals that are not bright, alert and active, have open wounds, broken limbs or have been hit by a car must be taken to an emergency veterinarian at the CITY’S expense, but may be transported to the shelter by the CITY during COUNTY operational hours for continued care.

Animals taken into custody by CITY that are to be impounded by COUNTY are to be transported promptly and humanely and shall be made available for owner redemption as required by law. Animals requiring a quarantine hold will be made available for owner redemption following the quarantine period. Whenever an animal with identification is impounded, COUNTY will make a reasonable attempt to notify its owners of the animal’s impoundment. Animals held under legal, public safety, or investigative authority, including but not limited to Dangerous Determinations, Criminal Cases, or other regulatory or judicial proceedings may not be made available for owner redemption or otherwise

released until authorized by the CITY in accordance with applicable laws and/or resolution of the case. Under any other circumstances which CITY requests that an animal not be made available for reclaim, adoption, rescue, or return-to-field, such request must be approved by the Animal Services Program Manager prior to impoundment. COUNTY will require an address (in the case of cats) or a street and cross street (in the case of all other animals) where each animal was found by both CITY and its residents, prior to accepting an animal for impound. CITY residents requesting an animal to be accepted must have their address confirmed by COUNTY prior to accepting the animal for impound.

COUNTY may collect fees from the public in connection with a portion of the Animal Sheltering Services provided under this Agreement and as consistent with the County Ordinance, including but not limited to impound, boarding, and quarantine fees. These fees shall be at the rates established by COUNTY.

EXHIBIT B
COMPENSATION
(Amended July 1, 2026)

Invoicing and Payment

1. Payment to COUNTY

For Animal Sheltering Services provided by COUNTY to the CITY under this Agreement, CITY shall pay COUNTY for the cost of animal shelter and other services for the period of July 1, 2026 through June 30, 2027 at the following rate and on the following schedule:

July 1, 2026 - June 30, 2027	$400,000	Due August 11, 2026

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution of the City Council of the City of Gilroy Setting the Appropriation Limit for Fiscal Year 2026-27 (FY27)**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Finance
Submitted by:	Cindy Murphy, Finance Director
Prepared by:	Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

Adopt a Resolution of the City Council of the City of Gilroy Setting the Appropriation Limit for Fiscal Year 2026-27 (FY27)

EXECUTIVE SUMMARY

State law requires the City to annually establish an appropriations limit, commonly referred to as the Gann Limit, in accordance with Proposition 4 (the Gann Initiative) and Proposition 111. The Gann Limit establishes the maximum amount of tax-supported appropriations the City may authorize each fiscal year. Staff has calculated the appropriations limit for fiscal year 2026-27 and it is presented to Council in this staff report.

BACKGROUND

Each fiscal year, the City must adopt an appropriation limit on the City's expenditures made from tax sources in conformance with Proposition 4, known as the Gann Initiative or Gann Limit. The Gann Limit serves to set the maximum limit of expenditures. In practice, the City's annual budgeted expenditures funded by tax revenues typically remain well below the calculated Gann Limit.

Proposition 4 and the subsequent Proposition 111 set forth the procedures for calculating the limit, which is based on the approved appropriations limit from the prior year, adjusted each year for inflation and population growth factors. Only those General Fund revenues received from proceeds of taxes (such as Sales Tax, Property Tax, Utility Tax, Transient Occupancy Tax, etc.) are subject to this limit. In addition, proceeds of taxes may be spent on several types of appropriations which do not count against the Gann Limit. The law allows a city to spend tax proceeds on voter-approved debt, costs of complying with court orders and federal mandates, with certain restrictions, and expenditures for qualified capital outlay. Appropriations for these excludable categories do not count against the Gann Limit.

ANALYSIS

The indices used for calculating the appropriation limit were the California per capita personal income growth (4.95%) and the City of Gilroy's population growth (-0.19%). Based on these factors, the appropriation limit for fiscal year 2026-27 is $276,003,898. The City of Gilroy's Appropriations subject to the limit (tax proceeds) are $56,346,666, which are $219,657,232 under the Gann Limit. The calculation worksheets used to determine the Gann Limit are attached to the Resolution attached to this staff report.

ALTERNATIVES

No other viable alternative is available. The establishment of the Gann Limit is required by the State Constitution.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact associated with the adoption of the Appropriation Limit.

PUBLIC OUTREACH

None.

NEXT STEPS

None.

Attachments:

1. Appropriations Limit FY27 - Draft Resolution
2. Exhibit A to Resolution-Appropriations Limit Calculation for FY27

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING THE CITY OF GILROY APPROPRIATION LIMIT FOR FISCAL YEAR 2026-2027

WHEREAS, the voters of the State of California elected to add Article XIII.B. of the California Constitution, known as the Gann Initiative and Proposition 4; and

WHEREAS, the State of California, Department of Finance, and the League of California Cities have established uniform guidelines and have published appropriate percentages for California per capita personal income and population changes for the implementation of the subject limit.

NOW, THEREFORE, BE IT RESOLVED that the appropriation limit for the City of Gilroy for Fiscal Year 2026-2027 is $276,003,898.

PASSED AND ADOPTED at a Regular Meeting of the City Council this 15th day of June 2026 by the following vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

EXHIBIT A

CITY OF GILROY
DETERMINATION OF THE APPROPRIATIONS LIMIT
FY 2026-27

Fiscal Year 2025-26	**Adopted Limit**	**$**	**263,486,711**
Population Factor	**(City Growth)**		**0.9981**
Inflation Factor	**(California per capita income)**		**1.0495**
Fiscal Year 2026-27	**Limit**	**$**	**276,003,898**

CITY OF GILROY
APPROPRIATIONS SUBJECT TO LIMITATION
FY 2026-27

		AMOUNT
A. Proceeds of Taxes	**$**	**57,350,622**
B. Exclusions	**$**	**(1,003,956)**
C. Appropriations Subject to Limitation	**$**	**56,346,666**
D. Current Year Limit	**$**	**276,003,898**
E. Over (Under) Limit	**$**	**(219,657,232)**

CITY OF GILROY
CALCULATION OF PROCEEDS FROM TAXES
GENERAL FUND BUDGET
FY 2026-27

REVENUE	Tax Proceeds	Non-Tax Proceeds	Total
TAXES			
Property taxes	$ 23,468,943	$ -	$ 23,468,943
Sales & Use Tax	20,600,000	-	20,600,000
Business Licence Tax	839,603	-	839,603
Utility Users Tax	8,537,286	-	8,537,286
Transient Occupancy Tax	2,362,665	-	2,362,665
Other Taxes	445,578	-	445,578
FROM STATE			
Motor Vehicle in Lieu	106,096	-	106,096
Homeowners Relief	29,000	-	29,000
State Grants	-	305,582	305,582
Federal		257,869	257,869
LOCALLY RAISED			
Franchise Fees	-	2,764,466	2,764,466
Fines, Forfeitures, Penalties	-	177,474	177,474
USER FEES			
(from Worksheet #1)	(1,287,877)	8,817,765	7,529,888
OTHER MISCELLANEOUS			
Transfers	-	5,924,365	5,924,365
Miscellaneous	-	2,420,519	2,420,519
SUB-TOTAL	55,101,294	20,668,040	75,769,334
INTEREST EARNINGS (from Interests calculation)	922,827	392,322	1,315,149
TOTAL REVENUE	$ 56,024,121	$ 21,060,362	$ 77,084,483
RESERVE WITHDRAWALS (including appropriated fund balance)	1,326,501	-	1,326,501
Total of these Funds	$ 57,350,622	$ 21,060,362	$ 78,410,984

CITY OF GILROY
INTEREST EARNINGS PRODUCED BY TAXES
FY 2026-27

A. NON-INTEREST TAX PROCEEDS	**$**	**55,101,294**
B. MINUS EXCLUSIONS	**$**	**(1,003,956)**
C. NET INVESTED TAXES	**$**	**54,097,338**
D. TOTAL NON-INTEREST PROCEEDS Revenue plus Reserve Withdrawals	**$**	**77,095,835**
E. TAX PROCEEDS AS PERCENT OF BUDGET		**0.70169**
F. INTEREST EARNINGS	**$**	**1,315,149**
G. AMOUNT OF INTEREST EARNED FROM TAXES	**$**	**922,827**
H. AMOUNT OF INTEREST EARNED FROM NON-TAXES	**$**	**392,322**

CITY OF GILROY
USER FEES VERSUS COSTS
FY 2026-27

DIVISION ORG	DIVISION NAME	USER FEES	COSTS	USER FEES Over(Under) COSTS
1004020	Planning	$ 675,000	$ 1,634,337	$ (959,337)
1004030	Building	2,998,588	1,826,633	1,171,955
1004035	Code Enforcement	1,250	1,019,200	(1,017,950)
1004040	Fire Prevention - Haz Mat	810,000	553,016	256,984
1005530	Engineering	2,758,650	3,260,212	(501,562)
1005540	Environmental	286,400	524,367	(237,967)
	Totals	$ 7,529,888	$ 8,817,765	$ (1,287,877)

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Consent to the Appointment of Michael Horta as Human Resources Director/Risk Manager**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Human Resources/Risk Management
Submitted by:	Matt Morley, City Administrator
Prepared by:	LeeAnn McPhillips, Interim Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Consent to the City Administrator's recommendation to appoint Michael Horta to the department head position of Human Resources Director/Risk Manager.

EXECUTIVE SUMMARY

The recruitment process for the position of Human Resources Director/Risk Manager has recently concluded. After a thorough process and vetting of candidates, the City Administrator is recommending the Council consent to the appointment of Michael Horta to the position of Human Resources Director/Risk Manager. If approved, Mr. Horta will begin work on July 6, 2026.

BACKGROUND

Per Article VII. (" The City Administrator ") of the Gilroy City Charter, Section 703(c) ("Powers and Duties"), the City Administrator shall appoint Department Heads (which includes the Police Chief) with the consent of the City Council.

Utilizing the assistance of an executive search firm, the City recently completed a full recruitment process for the position of Human Resources Director/Risk Manager. A

thorough vetting process was completed and included the following steps:

- Application screening
- Supplemental questions
- Interview with search firm (assigned executive recruiter is a former public sector Human Resources Director and City Manager)
- Panel interviews with two panels:
    - Subject-Matter Expert Panel (two Assistant City Managers and one Human Resources Director)
    - Senior Executive Team Panel
- City Administrator Interviews and candidate assessments
- Employment Background Check
- Following the conditional offer:
    - Department of Justice Criminal Records Check

The additional final step in the selection process following the conditional offer is Council's consent of the City Administrator's recommendation for appointment.

Mr. Horta has approximately twenty-four years of human resources experience, nineteen of which are in the public sector. His prior public sector service spans the cities of Santa Cruz, Los Altos, Gilroy, and Morgan Hill. Mr. Horta previously served at the City of Gilroy in the role of Senior Human Resources Analyst (2014-2018) prior to taking a role with the City of Morgan Hill. He has served as the City of Morgan Hill Human Resources Director for the past six and half years. Mr. Horta has served in full-service organizations with all departments, labor organizations, and employee types. His areas of expertise are labor relations and negotiations, organizational development, workforce planning, risk and workers' compensation management, compensation and classification, employee relations and investigations, and human resources information systems implementation and management.

Mr. Horta holds a Bachelor's degree in Business Administration with a concentration in Human Resources Management from California State University, Fresno. He also holds a Master's of Business Administration from the University of Phoenix. Mr. Horta is active within the public sector human resources profession, currently serving as the President of the Personnel and Employee Relations Department of the League of California Cities. He is also an active member, and prior conference chair, for the California Public Employee Relations Association.

Mr. Horta resides in Gilroy with his family, attended Gilroy schools, and is active in the community. He is very excited to return to Gilroy to serve his home community and the excellent employees in the City of Gilroy organization.

ANALYSIS

N/A

ALTERNATIVES

No other alternative is recommended. The Interim Human Resources Director/Risk Manager needs to conclude her interim assignment due to the work hours limitations mandated by CalPERS. There is not an alternate candidate being recommended for appointment.

FISCAL IMPACT/FUNDING SOURCE

The salary and benefits for this position have been included in the FY 27 operating budget previously approved by Council. Salary placement shall be within the approved Human Resources Director/Risk Manager classification annual salary range, effective July 1, 2026, of $210,815 — $289,566.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this Council meeting.

NEXT STEPS

Upon consent of the City Council and issuance of a final offer letter, Michael Horta is scheduled to begin employment effective July 6, 2026.

Attachments:

None

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adoption of Resolution Denying Appeal and Modifying Administrative Hearing Officer's Decision Regarding Business License No. 16606725 and Tobacco Retailer's Permit issued to The Rock Zone**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Administration
Submitted by:	Kim Mancera, City Clerk
Prepared by:	Harjot Sangha, Assistant City Administrator

STRATEGIC PLAN GOALS:

RECOMMENDATION

Adopt a resolution denying the appeal of the Administrative Hearing Officer's decision regarding Business License No. 16606725 and Tobacco Retailer's Permit issued to The Rock Zone; adopting the findings of the Administrative Hearing Officer; and modifying the Hearing Officer's decision to increase the period of tobacco product retailing prohibition and suspension of the Tobacco Retailer's Permit from six (6) months to twelve (12) months.

EXECUTIVE SUMMARY

On June 1, 2026, the City Council conducted an appeal hearing pursuant to Resolution No. 97-17 regarding the Administrative Hearing Officer's April 28, 2026 Decision concerning The Rock Zone, located at 1323 First Street. Following review of the administrative record, oral argument, and deliberation, the City Council voted to deny the appeal and modify the Administrative Hearing Officer's decision by increasing the suspension of the Tobacco Retailer's Permit from six (6) months to twelve (12) months and modifying the business license to conduct non-tobacco retailing only for the same twelve (12) month period.

The Council further determined that the business may continue operating as a lawful

retail business during the suspension period, but may not engage in any activity requiring a Tobacco Retailer's Permit. The attached resolution memorializes the Council's action and findings.

BACKGROUND

Administrative Hearing Officer Alan Seltzer conducted hearings on April 3 and April 17, 2026 pursuant to Resolution No. 97-17 concerning Business License No. 16606725 and Tobacco Retailer's Permit issued to The Rock Zone. Following consideration of testimony, documentary evidence, and post-hearing submissions, the Hearing Officer issued a written decision on April 28, 2026. The respondent subsequently appealed the decision to the City Council.

ANALYSIS

Resolution No. 97-17 provides that upon consideration of the administrative record, the City Council may adopt, reject, or modify the Hearing Officer's decision.

On June 1, 2026, the Council found that the nature and duration of the violations established in the administrative record warranted a longer suspension period than that imposed by the Hearing Officer, while agreeing that revocation of the business license was not necessary and that the business may continue to operate as a lawful non-tobacco retailer.

The attached resolution incorporates the Hearing Officer's findings and conclusions by reference and reflects the Council's modification, increasing the suspension period from six months to twelve months.

FISCAL IMPACT/FUNDING SOURCE

There is no direct fiscal impact associated with the adoption of the resolution beyond existing administrative enforcement and legal costs previously incurred.

NEXT STEPS

Upon adoption, staff will provide a copy to the business owner and take actions necessary to implement the modified decision in the resolution.

Attachments:

1) Resolution Draft
2) Administrative Hearing Officer's Decision
3) Resolution 97-17

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY DENYING THE APPEAL OF THE ADMINISTRATIVE HEARING OFFICER'S DECISION REGARDING BUSINESS LICENSE NO. 16606725 AND TOBACCO RETAILER'S PERMIT ISSUED TO THE ROCK ZONE, LOCATED AT 1323 FIRST STREET, GILROY, CALIFORNIA, ADOPTING THE FINDINGS OF THE ADMINISTRATIVE HEARING OFFICER, AND MODIFYING THE HEARING OFFICER'S DECISION TO INCREASE THE PERIOD OF TOBACCO PRODUCT RETAILING PROHIBITION AND SUSPENSION OF THE TOBACCO RETAILER'S PERMIT FROM SIX (6) MONTHS TO TWELVE (12) MONTHS

WHEREAS, Gilroy Municipal Code Section 13.45 authorizes the City to initiate proceedings to suspend, revoke, or modify a business license where the Chief of Police determines that violations of the Gilroy City Code or any other law have occurred in connection with the operation of the business; and

WHEREAS, Chapter 13, Article VIII of the Gilroy Municipal Code regulates Tobacco Retailer Permits and authorizes suspension, revocation, and enforcement actions to protect the public health, safety, and welfare; and

WHEREAS, the City initiated administrative proceedings against The Rock Zone (the "Licensee/Permittee"), located at 1323 First Street, Gilroy, California, concerning Business License No. 16606725 and related Tobacco Retailer's Permit issued to Account No. 16606725; and

WHEREAS, pursuant to Resolution No. 97-17, Administrative Hearing Officer Alan Seltzer conducted evidentiary hearings on April 3, 2026, and April 17, 2026, received testimony under oath, admitted documentary evidence, considered post-hearing submissions, and thereafter issued a written Administrative Decision dated April 28, 2026; and

WHEREAS, the Administrative Hearing Officer found that substantial evidence existed demonstrating violations involving tobacco products and business operations occurring at the premises and further determined that administrative sanctions were warranted; and

WHEREAS, the Administrative Hearing Officer carefully considered the evidence and arguments presented by both the City and the Licensee/Permittee, including arguments regarding the legality of products, applicability of state law exemptions, evidentiary objections, and the appropriate scope of administrative remedies; and

WHEREAS, the Administrative Hearing Officer determined that revocation of the business license was not warranted and instead imposed a penalty as follows: "The Rock Zone's business license shall be modified so that it may not sell any "tobacco product" as that term is defined in GMC Sec. 13.66 for six months from the effective date of this Decision. The Rock Zone's current Regulatory Permit similarly shall be modified to prohibit the sale of tobacco products for the same period."; and

WHEREAS, the Licensee/Permittee timely appealed the Administrative Hearing Officer's decision to the City Council pursuant to Resolution No. 97-17; and

WHEREAS, on June 1, 2026, the City Council conducted an appeal hearing pursuant to Resolution No. 97-17, reviewed the administrative record, considered the Hearing Officer's decision, considered the written appeal and arguments of the parties, and received oral argument; and

WHEREAS, pursuant to Section VII of Resolution No. 97-17, the City Council may adopt, reject, or modify the Hearing Officer's decision.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. FINDINGS REGARDING THE APPEAL.

The City Council finds that:

A. The administrative proceedings were conducted in accordance with Resolution No. 97-17 and afforded appellant due process, including notice, opportunity to present oral and written testimony and evidence, representation by legal counsel, and the opportunity to submit written and oral arguments.

B. The Administrative Hearing Officer thoroughly evaluated the evidence presented by both parties and exercised independent judgment in rendering the Administrative Decision.

C. Substantial evidence exists within the administrative record supporting the findings and conclusions reached by the Administrative Hearing Officer.

D. The Administrative Hearing Officer appropriately considered the appellant's defenses and objections, including arguments regarding product classifications, alleged exemptions under state law, evidentiary issues, and the propriety of administrative penalties.

SECTION 3. FINDINGS SUPPORTING MODIFICATION OF THE DECISION.

The City Council further finds that modification of the Administrative Hearing Officer's decision is warranted as follows:

A. The administrative record reflects multiple enforcement actions occurring over an extended period of time involving unlawful tobacco-related products and other violations identified by law enforcement and regulatory agencies.

B. The evidence presented during the administrative proceedings demonstrated repeated compliance concerns rather than an isolated incident.

C. The sale or offering for sale of prohibited items, including controlled substances, for an extended period of time and the offering for sale of flavored tobacco products in violation of requirements of State law reflect a significant level of noncompliance with applicable tobacco regulations.

D. Protection of the public health, safety, and welfare is a fundamental purpose of the City's Tobacco Retailer Permit program, and a longer suspension period is necessary to promote future compliance and deter similar conduct.

E. A twelve (12) month suspension more appropriately reflects the seriousness and duration of the violations established in the administrative record while remaining proportionate to the facts of this case.

F. The City Council recognizes that the Administrative Hearing Officer declined to revoke the business license and instead fashioned a remedy allowing the business to continue operating as a lawful non-tobacco retailer. The Council agrees with that determination and finds that complete revocation of the business license is not necessary at this time.

G. However, with respect to the length of the modifications of the Business License and the Tobacco Retailer's Permit, the City Council, after weighing all of the relevant factors concludes that the modifications of the Business License and the Tobacco Retailer's Permit for a period of twelve (12) months more appropriately balances the City's interest in protecting public health and enforcing tobacco regulations with the business's continued ability to operate lawfully as a non-tobacco retail establishment.

SECTION 4. DENIAL OF APPEAL.

The appeal filed by The Rock Zone and Adel Ammari is hereby DENIED.

SECTION 5. ADOPTION OF HEARING OFFICER'S FINDINGS.

Except as expressly modified herein, the City Council adopts and incorporates the findings, conclusions, and determinations contained in the Administrative Hearing Officer's April 28, 2026, Administrative Decision as though fully set forth herein.

SECTION 6. MODIFICATION OF ADMINISTRATIVE DECISION.

The Administrative Hearing Officer's decision is modified solely as follows:

A. The Business License No. 16606725 (Account No. 16606725) is modified to prohibit selling any "tobacco product" as that term is defined in Gilroy City Code 13.66, at the premises located at 1323 First Street, Gilroy, California, for a period of twelve (12) months from the effective date of this resolution.

B. The Tobacco Retailer's Permit (Regulatory Permit) issued to The Rock Zone ATML Inc for Account No. 16606725 is hereby modified to be suspended for the same twelve (12) month period from the effective date of this resolution. During the suspension period, said Permit shall confer no authority to sell any tobacco product as defined in GMC § 13.66,

and The Rock Zone ATML Inc shall not sell or offer for sale any such tobacco product at the above-referenced premises.

C. During the aforementioned 12-month suspension period, The Rock Zone shall not engage in the retail sale, offer for sale, display for sale, distribution, or furnishing of any tobacco product, tobacco paraphernalia, electronic smoking device, nicotine product, or any other product requiring a Tobacco Retailer's Permit under the Gilroy Municipal Code.

D. Nothing in this Resolution shall prohibit the continued operation of the business as a lawful non-tobacco retailer, provided the business remains in compliance with all applicable federal, state, and local laws and regulations.

E. Upon the expiration of the twelve (12) months, and provided that no further violations have occurred, Business License No. 16606725 and the Tobacco Retailer's Permit (Regulatory Permit) shall automatically revert to their unmodified terms (if they are still in effect, and have not expired or otherwise been canceled), authorizing the retail sale of tobacco products in accordance with applicable law, provided the Licensee/Permittee has renewed the Business License and the Tobacco Retailer's Permit as required by Gilroy City Code.

F. The Licensee/Permittee shall, within five (5) business days of the effective date of this resolution, remove or conspicuously cover all tobacco product displays, signage, and advertising at the premises that may indicate the availability of tobacco products for purchase. Failure to comply with the terms of this Order may result in further enforcement action, including but not limited to revocation of Business License No. 16606725 and/or the Tobacco Retailer's Permit.

SECTION 7. EFFECTIVE DATE

This Resolution shall become effective immediately upon adoption.

SECTION 8. IMPLEMENTATION

The City Administrator, City Attorney, Finance Director, Police Chief, and all other appropriate City officials are authorized and directed to take all actions necessary to implement this resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of June 2026, by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____

Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting held **Monday, June 15, 2026**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Date**.

_____
Kim Mancera
City Clerk of the City of Gilroy

(Seal)

BEFORE A HEARING OFFICER
OF THE
CITY OF GILROY

In the matter of the Administrative Hearing regarding Business License No. 16606725 THE ROCK ZONE, Respondent	**ADMINISTRATIVE DECISION** **Business License Revocation Proceeding for the premises at 1323 First Street, Gilroy, CA**

STATEMENT OF THE CASE

Pursuant to the "Notice for Administrative Hearing Regarding Business License No. 16606725," dated March 3, 2026, this matter was initially scheduled for hearing on March 19, 2026, at 9:00 am, remotely on the Zoom platform. The purpose of the hearing was to consider the Chief of Police's recommendation to proceed with the business license revocation process for The Rock Zone, operating at 1323 First Street, pursuant to the City of Gilroy (city) Municipal Code (GMC) §13.45, and Municipal Administrative Hearing Policy, Resolution No. 97-17.

On March 17, 2026, Steve M. Defilippis, of Picone & Defilippis, notified City Finance Director Harjot Sangha that he had just been retained by respondent as counsel and requested a continuance to properly prepare for the hearing. The City's representatives agreed to the request. Therefore, an Order Continuing the Hearing to April 3, 2026, was entered March 18, 2026.

On March 30, Mr. Defilippis requested a stay of this proceeding based on the assertion that Mr. Ammari was the defendant in a related criminal action and that a stay was necessary to protect his fifth amendment privilege against self-incrimination. A pre-hearing conference attended by Mr. Defilippis and assistant City Attorney Jolie Houston was held on March 31, 2026. At the conclusion of the hearing, the parties were informed that they should be prepared to address both respondent's request for a stay and the merits of this case and that after the city presented its case, respondent, in presenting its case in chief, could renew its request for a stay or seek a continuance.

On April 3, 2026, this hearing commenced remotely on the zoom platform. The Business Owner and Adel Ammari appeared with their attorney, Steve M. Defilippis. They were accompanied by Elizabeth Vera, an employee of The Rock Zone, who observed the hearing. Gilroy Police Department Sargeant Geoffrey Guerin, Officer Doug Ludden, Officer Don Tong, and Officer Doug Remmick appeared and testified under oath. Also present was Harjot Sangha, who hosted the meeting. Gilroy Police Department

Captain Luke Powell and Community Development Director Sharon Goei observed the proceedings but did not testify.

At the commencement of respondent's case, after the city's witnesses testified, the Hearing Officer denied respondent's stay request and continued the hearing to April 17, 2026. An Order Continuing Hearing and Denying Request for Stay issued April 6, 2026.

On April 17, 2026, the hearing resumed remotely on the zoom platform. Gilroy Police Department Sargeant Guerin, Corporal Remmick, Officer Ludden, and Arica Hernandez, the City's Supervising Accounting Technician appeared and testified under oath. Gilroy Police Department Captain Luke Powell, Officer Don Tong, and Community Development Director Sharon Goei observed the proceedings but did not testify. Steve Defilippis, Esq., represented the Rock Zone and examined its employees Elizabeth Vera and Amy Davis, who testified under oath. Adel Ammari appeared at the hearing but did not testify. Also present was Harjot Sangha, who hosted the meeting.

EVIDENCE CONSIDERED

The following exhibit was presented and accepted into evidence at the hearing on April 3, 2026:

Exhibit 1. The packet of materials mailed to Adel Ammari by Mr. Sangha, dated March 3, 2026.[1]

The following exhibits were presented and accepted into evidence at the hearing on April 17, 2026:

Exhibit 2. National Law Review Article "California Bans Online Sales of Flavored Tobacco Products Effective January 1, 2025," submitted by Respondent.

Exhibit 3. Tobacco law Blog article "California Finalizes Unflavored Tobacco List Regulations," submitted by Respondent.

Exhibit 4. Article entitled "California to increase tobacco retailer license fee," submitted by Respondent.

Exhibit 5. Unflavored Tobacco List (utl-2026-04-01), submitted by Respondent.

Exhibit 6. Statement of Haley Edwards, transcribed from email sent April 15, 2026.

[1] Exhibit 1 contains the Notice for Administrative Hearing Regarding Business License No. 16606725, excerpts from the Gilroy City Code, the memorandum from Chief of Police Smithee recommending this business license revocation proceeding, and a copy of Resolution No. 97-17.

After testimony concluded at the hearing on April 17, 2026, the Hearing Officer left the record open until the end of the April 20, 2026, business day, for the City to submit official records relating to the status of Respondent's Tobacco Retailer's Permit (TRP) and for the Respondent to submit the photograph of The Rock Zone store entry signage referenced in Ms. Vera's testimony. Both parties were given until the end of the April 20, 2026, to submit briefing about the scope of the exemption allowing the sale of flavored shisha tobacco products in California Health & Safety Code §104559.5(c).

On April 17, 2026, Sargeant Guerin, on behalf of the city, submitted the following documents that were accepted into evidence:

Exhibit 7. Regulatory Permit issued to The Rock Zone on 05/21/2024, with License Expiration Date 12/31/2024.

Exhibit 8. Regulatory Permit issued to The Rock Zone ATML, Inc. on 02/04/2026, with License Expiration Date 12/31/2026.

Exhibit 9. Email from Sargeant Guerin dated 4/17/26 attaching regulatory permits and links to (1) Health & Safety Code §104559.5; (2) California Attorney General Unflavored Tobacco List Regulations; (3) Health & Safety Code §104559.1; (4) California Department of Justice Unflavored Tobacco List (UTL).[2]

On April 20, 2026, Steve Defilippis, on behalf of respondent, filed his post hearing submission that was accepted into evidence as:

Exhibit 10. Cover letter (2 pages); photographic attachments (4 pages); business license and regulatory permit documents (8 pages).[3]

In addition, the Hearing Officer has taken administrative notice of the Gilroy Municipal Code, including Chapter 13,[4] as well as the city's Finance Department business license records, including:

Exhibit 11. Finance Department Receipt dated 1/21/2025 for The Rock Zone Tobacco Permit. [5]

[2]https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=104559.5
https://oag.ca.gov/tobacco/flavorban/regulations
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=104559.1&lawCode=HSC
https://utl.doj.ca.gov/

[3] The contents of Exhibit 10 are further identified and discussed in the Analysis section below.

[4] All citations are to the Gilroy Municipal Code unless otherwise noted.

[5] An administrative hearing officer in California can take administrative notice of records of a city department, including "Facts not reasonably subject to dispute and capable of immediate and accurate determination by resort to official sources." *Cf.* Evidence Code § 452(h).

SUMMARY OF TESTIMONY

THE HEARING ON APRIL 3, 2026

Sergeant Guerin

Sergeant Guerin testified that he supervises the Gilroy Police Department's Anti-Crime Team, whose primary focus is investigation and suppression of criminal street gang activity and narcotics crimes. He stated that his team also handles other enforcement duties, including illegal tobacco enforcement. Sergeant Guerin explained that City Hall had received complaints that several smoke shops in Gilroy were potentially selling illegal products, including flavored nicotine and other illegal items. In response to those complaints, his team was directed to investigate to see if the complaints about violations of state and local law were true. Sergeant Guerin next provided an overview of three enforcement actions involving The Rock Zone.

First, on November 15th, 2024, he directed his team to conduct an undercover operation at The Rock Zone. He stated that Officer David Ludden entered the store in plainclothes and purchased Zimo wintergreen flavored nicotine pouches and a Polk a Dot Magic Mushroom chocolate bar. Sergeant Guerin stated the mushroom bar case was referred to the Santa Clara County District Attorney due to potential psilocybin content, a controlled substance. He also stated the flavored nicotine matter was referred to the California Department of Tax and Fee Administration (CDTFA).

Sergeant Guerin explained that after the District Attorney's Office subsequently informed him that criminal charges would be filed against Adel Ammari related to the mushroom bar sale, a search warrant was obtained and executed on March 6, 2025. Officer Don Tong was the lead investigator, and CDTFA agents participated. During the search, officers on the scene located two additional Polk a Dot mushroom bars, like the one that was purchased during the November 15th undercover operation. Sergeant Guerin testified that CDTFA agents separately seized flavored tobacco products. He acknowledged that he did not have specifics on what they took; he just knew it was a several boxes of flavored nicotine product.

Sergeant Guerin testified that in response to complaints that the Rock Zone was continuing to sell flavored, tobacco product, his team conducted a compliance inspection on January 8, 2026, with City code enforcement officers. CDTFA was not present and Corporal Doug Remmick led the inspection. He stated that approximately 306 items of flavored tobacco products were located and confiscated.

Corporal Remmick

Corporal Remmick testified regarding two matters: the November 15, 2024, undercover operation and the January 8, 2026, compliance inspection.

Corporal Remmick stated that an undercover operation was conducted on November 15, 2024, at which time he directed Detective Ludden to enter The Rock Zone in an undercover capacity. He testified that Detective Ludden purchased some wintergreen flavored nicotine pouches and a magic mushroom bar, which claimed to be mushroom or psilocybin. He acknowledged that at the time of the operation, he was not sure if the bar actually contained psilocybin. However, once the items were booked into evidence and the mushroom bar was sent to the lab in Santa Clara County, lab testing confirmed the presence of psilocybin in the bar.

Corporal Remmick also testified that he led the compliance inspection on January 8, 2026. Upon arrival, he made contact with an employee, whom he identified as Amy Lorraine Davis. He stated he spoke with her throughout the inspection, explaining the process. He also stated he spoke by phone with the owner, Adel Ammari, who did not object to the inspection. During the inspection, approximately 306 items of flavored tobacco products were confiscated. He said those items are currently being held at the Gilroy Police Department pending transfer to the California Department of Tax and Fee Administration.

Detective Ludden

Detective Ludden testified regarding his participation in the November 15, 2024, undercover operation at The Rock Zone. He said he entered the store in plainclothes, without a uniform or identifying information, and approached the employee at the front. He asked whether the store carried "Zyn" nicotine pouches. The employee indicated they were out of Zyn's due to a shortage but showed him similar flavored nicotine pouches called "Zimo." Ludden said he purchased one Wintergreen Zimo flavored nicotine pouch.

Detective Ludden continued by stating that while he was looking around the store, he saw some little chocolate bars that were called Polk a Dots, with labeling stating the bars contained mushrooms and had 200mg of magic per piece. He said the store employee told him if he wanted to microdose to take four tabs, and that anything more than that would make you feel it way more "and you start like, trippin." Detective Ludden testified he purchased both the Zimo pouch and the Polk a Dot bar and then met with Corporal Remmick following the purchase.

Officer Tong

Officer Tong testified regarding the execution of the search warrant on March 6,

2025, at The Rock Zone. He stated that on that date, he and members of the Anti-Crime Team executed a search warrant based on the prior undercover investigation described by Corporal Remmick and Detective Ludden. The warrant was predicated on the psilocybin mushroom bar purchased by Detective Ludden in November 2024. CDTFA agents accompanied the team and participated in a simultaneous compliance check for flavored tobacco violations.

Officer Tong stated that during the search, officers located multiple items of contraband, including flavored tobacco products and additional psilocybin mushroom bars. He testified that all items seized by the police department were booked into evidence at the Gilroy Police Department and are still being held pending transfer to the CDTFA. Officer Tong added that CDTFA agents also seized a significant quantity of items, which remain in their possession.

Steve M. Defilippis

After the city concluded its presentation, respondent's counsel, Mr. Defilippis renewed his request for a stay or continuance. His argument on behalf of those requests, the colloquy with the Hearing Officer regarding them, and the ruling on them are addressed and stated in the Order Continuing Hearing and Denying Request for Stay, issued April 6, 2026. During his presentation, Mr. Defilippis expressed concern that the testimony of the city's police officers contained many conclusive statements about what was contained in the 306 items seized in the January 2026 inspection. He contended that they were hookah tobacco products that appear on the Unflavored Tobacco List ("UTL") as permitted items, meaning they may have been improperly seized. He questioned whether a comparison with the UTL had been made to determine if these confiscated items are listed or unlisted products. He added that he had submitted documents related to the UTL for the record but had not yet been able to compare the UTL against the specific seized items because he lacked a detailed inventory list.

In response to Mr. Defilippis's argument, Sergeant Guerin stated that after the UTL was published in December 2025, his team compared seized product from other smoke shops against the list and returned items that turned out to be legal. He stated he did not believe any products seized from The Rock Zone needed to be returned but deferred to Corporal Remmick for confirmation.[6] When asked by the Hearing Officer whether any of the products seized in January 2026 appeared on the UTL as legally authorized products, Corporal Remmick stated he would need to review every product individually to 100% confirm his answer.

[6] Sargeant Guerin also stated that prior to the UTL's publication, his team relied on guidance from the CDTFA in enforcing the flavored tobacco ban, and that in some cases product was seized that later proved to be legal and was returned.

In continuing the hearing until April 17, 2026, the Hearing Officer requested that the city address the question of whether the flavored tobacco seized from The Rock Zone on January 8, 2026, was on the UTL. In addition, the Order Continuing Hearing and Denying Request for Stay issued April 6, 2026, requested that the parties address Mr. Ammari's status with respect to being listed under the name ATML, Inc., the "Business Owner(s)" on Business License Number 16606725.

THE HEARING ON APRIL 17, 2026

The City's Presentation

Arica Hernandez

Arica Hernandez works for the City of Gilroy as a Supervising Accounting Technician. She addressed the question about Mr. Ammari's status with respect to being listed on Business License Number 16606725. She testified that Business License Number 16606725 was issued to ATML, Inc. Mr. Ammari's name was listed below on the License as the contact person for the corporation, not as the licensee.

Sargeant Guerin

Sargeant Guerin requested that Corporal Remmick address the Hearing Officer's question of whether the seized flavored tobacco from The Rock Zone was on the UTL.

Corporal Remmick

Corporal Remmick testified that after the hearing on April 3, 2026, he re-inventoried the products seized during the inspection of The Rock Zone conducted on January 8, 2026. He stated that he counted 314 items and compared those items to the UTL currently posted on the California Department of Justice website. He stated that 126 items, consisting of cigars and loose-leaf cigar wraps, were on the approved list.[7] Of the remaining 188 illegal products, he testified that a majority of those items were hookah or flavored shisha tobacco products. He explained that there was a partial exemption for the sale of flavored shisha tobacco where the retailer restricts entry to anyone under 21 years of age. He stated that The Rock Zone does not restrict entry like that.

Respondent's Presentation

Mr. Defilippis first asked that his exhibits be placed in evidence. See Exhibits 2-6, inclusive. He then called Corporal Remmick, Sargeant Geurin, Officer Tong and Officer Ludden as witnesses. The Hearing Officer ruled that Municipal Administrative Hearing

[7] Seargent Guerin later offered that they would be returned to the Respondent.

Policy, Resolution No. 97-17, had no provision to subpoena witnesses or compel testimony, and that the officers were not required to testify.[8] The officers declined to testify. Mr. Defillipis next requested that The Rock Zone employees Elizabeth Vera and Amy Davis testify. Both did so under oath.

Elizabeth Vera

Ms. Vera testified that she has been an employee of The Rock Zone since 2004. She testified that the store identifies everyone who purchases tobacco products to make sure they are 21 years old. She said if someone comes in the store, they must establish that they are 21 to purchase tobacco products, including hookah tobacco. She said there are multiple signs inside the store that advise you must be 21 years old to purchase tobacco products. She said she believed the hookah tobacco seized on January 6, 2026, was legal to sell because she checked to see if the people are over the age of 21 years old. She added that before 2025 and publication of the UTL, there was nothing to help determine if products were illegal.

Ms. Vera testified that she was present during the police searches of March 6, 2025, and January 8, 2026. She said that hookah tobacco was seized during both searches, adding under questioning that hookah products seized in January 2026 were previously present in the store in March 2025, but not taken then. She reiterated that she thought those products were legal to sell because she "cards" to make sure people are over the age of 21.

Amy Davis

Ms. Davis testified that she has been an employee of The Rock Zone for two years, since the middle of 2024. She stated she was present during the search of the store conducted in January 2026.

Ms. Davis testified that at the time of the January 2026 search, there was a sign at the front door of the store stating you must be 21 years old to enter. She said the sign had been there since she started her employment two years ago. She testified the sign states: "Under 21 – No Tobacco, No Vape, We Card, Please have ID ready." She was asked by Mr. Defilippis when operating the store, if someone looks close to the age of 21, does she ask for identification. She responded she asked for identification not only of persons appearing close to 21 years old, but anyone purchasing tobacco products. She explained that if an older person was not carded, a younger customer over 21 in the store would get upset.

[8] As Mr. Defilippis was aware, Section IV of the Municipal Administrative Hearing Policy, Resolution No. 97-17, prohibits cross-examination. Attempting to call the officers as witnesses in his direct case or presentation was an attempt to evade that prohibition and not permitted on this separate ground.

She described her experience during the January 8, 2026, search. She was told to stand in a corner and, in the beginning, not to touch her phone. She said she was not allowed to examine what was taken from the store and did not ask for an inventory. She believed all items taken related to hookah tobacco were legal so long as she was carding people to make sure they were over 21.

City's Rebuttal

Corporal Remmick

Corporal Remmick initially responded to the claim of partial exemption that allows for the sale of hookah or shisha tobacco. He said for a tobacco retailer to legally sell hookah tobacco, the retailer must be in compliance with all laws, which included having a valid TRP from the city during the search on January 8, 2026.

Arica Hernandez

Ms. Hernandez testified that the TRP for The Rock Zone expired on December 31, 2024. See Exhibit 7. She stated that no reapplication for a TRP was submitted until February 2026, when a TRP erroneously issued prematurely while enforcement activities were in process and the permit application remained under review. See Exhibit 8.[9]

Sargeant Guerin

Sargeant Guerin testified that if The Rock Zone did not have a TRP, it could not sell hookah tobacco. He said that when his team conducted its investigation of smoke shops, he was told The Rock Zone did not have a TRP. He also commented on the restriction on selling hookah tobacco as it pertains to persons under 21 years of age. He said that sale was permissible only if minors were prohibited from entrance into the store; i.e. persons under 21 cannot enter the premises.

Officer Ludden

Officer Ludden testified that when he conducted his undercover inspection of The Rock Zone on November 15, 2024, he was not asked for identification when he purchased products that day. He said that undermined The Rock Zone employees' testimony that they card everyone despite how old they appear.

[9] At this point, Mr. Difilippis interjected that The Rock Zone had a retailer's license for the period 10/2/2025-10/1/2026. He then admitted the License was from the State CDTFA, not the city.

Steve Defilippis Closing

Mr. Defilippis concluded by stating that there was no UTL to guide the Respondent until December 2025. With respect to restricting entry to persons under 21, he argued that The Rock Zone is not just a tobacco shop; there are numerous other products sold there. He stated that the hookah tobacco sale restriction is for the purchase of that product, not entry to the premises.

ANALYSIS

A. Applicable Law

1. Local License Requirement

GMC §13.2 requires that all businesses operating in the City of Gilroy must obtain a city-issued business license. Additional regulatory permits may be required depending on the business type.[10] In this case, The Rock Zone was required to have a TRP to operate as a tobacco retailer. *See* §13.68. Selling tobacco without a valid TRP is unlawful and a violation of both §13.2 and 13.68. Similarly, selling flavored or otherwise prohibited tobacco products violates both §13.2 and §13.68.

2. California Health & Safety Code §104559.5

California Health & Safety Code §104559.5(b)(1) prohibits the sale of flavored tobacco products as follows:

> (b)(1) A tobacco retailer, or any of the tobacco retailer's agents or employees, shall not sell, offer for sale, or possess with the intent to sell or offer for sale, a flavored tobacco product or a tobacco product flavor enhancer.

Shisha or hookah tobacco is subject to an exemption from this prohibition if all four requirements of §104559.5(c) are met:

> (c) Subdivision (b) does not apply to the sale of flavored shisha tobacco products by a hookah tobacco retailer if **all** of the following conditions are met:

[10] GMC §13.2: "The carrying on of any business, trade, calling, profession, or occupation without first having procured a license from the city so to do, or without complying with any and all regulations of such business, trade, calling, profession, or occupation, shall be deemed a separate violation of this chapter for each and every day that such business, trade, calling, profession, or occupation is carried on."

(1) The hookah tobacco retailer has a valid license to sell tobacco products issued pursuant to Chapter 2 (commencing with Section 22971.7) of Division 8.6 of the Business and Professions Code.

(2) **The hookah tobacco retailer does not permit any person under 21 years of age to be present or enter the premises at any time**.

(3) **The hookah tobacco retailer shall operate in accordance with all relevant state and local laws relating to the sale of tobacco products**.

(4) If consumption of tobacco products is allowed on the premises of the hookah tobacco retailer, the hookah tobacco retailer shall operate in accordance with all state and local laws relating to the consumption of tobacco products on the premises of a tobacco retailer, including, but not limited to, Section 6404.5 of the Labor Code.

(Emphasis added.)

Thus, the exemption for shisha tobacco from the prohibition in subsection (b)(1) requires the exclusion of persons under 21 from entering the store (no entry at all) and compliance with all relevant state and local laws relating to the sale of tobacco products.

3. The Unflavored Tobacco List (UTL)

In 2020, Senate Bill 793 banned flavored tobacco products (subject to certain exceptions) and tobacco product flavor enhancers in California. *See* Health & Safety Code, § 104559.5. Assembly Bill 3218, which went into effect on January 1, 2025, amended the flavored tobacco ban put in place five years earlier by Senate Bill 793 and established the Unflavored Tobacco List (UTL), a list of covered tobacco products that are permissibly unflavored under the law. *See* Health & Safety Code, § 104559.1(a). Products not appearing on the UTL are subject to seizure, and state and local law enforcement agencies are authorized to seek civil penalties against retailers of products not appearing on the list. Assembly Bill 3218 required the Attorney General to establish and maintain the UTL on or before December 31, 2025. *See* Health & Safety Code, § 104559.1(m). Thus, to be sold legally in California, a covered tobacco product must be included on this list; otherwise, it is classified as a prohibited flavored tobacco product.

4. Revocation of a Business License

The grounds for and process by which a business license may be revoked, suspended or modified is governed by GMC §13.45, which states in its pertinent part:

> In the event that the chief of police has reasonable cause to believe and does believe that any licensee or other person employed by or representing such licensee **is violating any of the provisions of this chapter or any other law or ordinance relating to the business of the licensee, or is conducting or has conducted or operated such business so as to be detrimental to the public morals or the public welfare**, all facts and information relating to such alleged violation or conduct shall be reported to the city administrator. Prior to taking action affecting the license, the City Administrator, at his sole discretion, shall elect to proceed according to either subsection (1) or subsection (2) below. (Emphasis added.)
> .....
>
> (2) The matter shall be set for an administrative hearing to revoke, modify, or suspend the license pursuant to the city's administrative hearing policy, if such a policy has been adopted by the city council.

City Council Resolution No. 97-17 adopted the municipal administrative hearing policies that govern this proceeding. It provides that the formal rules of evidence shall not apply; cross-examination shall not be permitted; no discovery is authorized; and no oath is required for a witness to testify (however, a witness may request that his or her own testimony be provided under oath, which factor may be considered by the Hearing Officer when weighing the evidence).

B. Evaluation of the Evidence and Reasons for the Decision

1. Did The Rock Zone Operate without a TRP?

When Police Chief Smithee recommended initiation of the business license revocation process for The Rock Zone on January 23, 2026 (see Exhibit 1), The Rock Zone did not have a TRP. Thus, this matter proceeded as a business license revocation matter, not a TRP revocation.

The testimony of Ms. Hernandez, supported by Exhibits 7 and 8, suggests that The Rock Zone did not have a regulatory permit from the city for over a year between the expiration of The Rock Zone's TRP on 12/31/2024 (Exhibit 7) and the issuance of the subsequent TRP to The Rock Zone ATML INC, with an issue date of 2/4/26 (Exhibit 8). This would mean that Rock Zone also did not have a TRP when the city conducted its inspection of the store on March 6, 2025, and January 8, 2026. However, as discussed below, the record as a whole does not support such a finding.

In his post-hearing submission, Mr. Defilippis included a copy of Mr. Ammari's Tobacco Retailer Permit Application dated 1/8/25 (Exhibit 10, p.15), and the Regulatory Permit issued to The Rock Zone with an issue date of 1/31/2025 and an expiration date of

12/31/2025 (Exhibit 10, p.18, referred to as "Regulatory Permit 012805"). Regulatory Permit 012805 largely fills the gap between 12/31/2024 and 2/4/2026. Because of the submission of this additional 2025 Regulatory Permit, the Hearing Officer took administrative notice of the city's regulatory permit files in the Finance Department.

There is no hard copy of Regulatory Permit 012805 in the Finance Department's administrative records, nor is the permit contained within the excel data base in which TRPs are stored. However, the city's files contain a hard copy of the receipt for payment by Adel Ammari of the permit fee to renew The Rock Zone "Tobacco Permit", dated 1/21/2025, in the sum of $100.00. See Exhibit 11. Based on the evidence showing the issuance of Regulatory Permit 012805, the Hearing Officer finds that The Rock Zone was reissued Regulatory Permit 012805 on 1/31/25, but that it was not properly filed in the city's physical files and electronic data base. This explains why Ms. Hernandez did not see Regulatory Permit 012805 when she was checking the data base during her testimony.

Substantial evidence supports the following findings. The Rock Zone had a TRP (Exhibit 8) during 2024 when the November 15, 2024, undercover operation took place. There was a one-month gap when there was no effective TRP from the expiration of Exhibit 8 on 12/31/2024 to the issuance of Regulatory Permit 012805 on 1/31/2025. The next gap commenced on 12/31/2025, when Regulatory Permit 012805 expired. That gap continued until 2/4/26 when the permit reflected in Exhibit 8 commenced. Thus, The Rock Zone had no TRP when the January 8, 2026, store search/inspection took place and when Chief Smithee initiated this proceeding on January 23, 2026.

The sale of tobacco products without a TRP during these short gaps violates §§13.2 and 13.68. However, respondent's efforts to obtain regulatory permits to comply with the city's permit requirements during this enforcement period is a mitigating factor in determining the appropriate penalty to be imposed.

2. <u>The Search on November 15, 2024</u>.

The undisputed evidence in the record is that an undercover inspection of The Rock Zone was conducted on November 15, 2024, during which Officer Ludden purchased one Zimo wintergreen flavored nicotine pouch and a "Polk a Dot" mushroom magic bar, which claimed to be mushroom or psilocybin. Corporal Remmick testified that lab testing in Santa Clara County confirmed the presence of psilocybin in the bar.[11] Respondent presented no evidence regarding this operation. The Officers' testimony provides substantial evidence that the sale of these two illegal products occurred on

[11] Psilocybin is a Schedule I controlled substance. Health & Safety Code §11054. A person who possesses for sale a controlled substance may be punished by imprisonment pursuant to Health & Safety Code §11378.

November 15, 2024.[12]

3. The Search on March 6, 2025.

Similarly, it is undisputed that a search warrant for The Rock Zone premises was obtained and executed on March 6, 2025, at which time Officer Don Tong was the city's lead investigator, and CDTFA agents participated. Officer Tong testified that the warrant was predicated on the psilocybin mushroom bar purchased by Detective Ludden on November 15, 2024. Sargeant Guerin and Officer Tong testified that during the search, officers on the scene seized two additional Polk a Dot mushroom magic bars, like the one that was purchased during the November 15th undercover operation. The Officers' testimony provides substantial evidence that these two illegal products were available for sale on March 6, 2025, in violation of California law.

Sargeant Guerin and Officer Tong also testified that CDTFA agents separately seized flavored tobacco products during the search conducted March 6, 2025. Ms. Vera testified that she was present when hookah tobacco was seized by the CDTFA during the that search. However, Sargeant Guerin acknowledged that he did not have specifics on what the CDTFA took. Officer Tong stated that the boxes of flavored nicotine product seized by CDTFA agents remain in their possession. Ms. Vera provided no specific details about the seized products. Thus, the record does not provide an adequate foundation to include the seizure of tobacco products by the CDTFA on March 6, 2025, as grounds to base the revocation or suspension of The Rock Zone's business license.

4. The Inspection of January 8, 2026.

Corporal Remmick inventoried the products seized during the inspection of The Rock Zone conducted on January 8, 2026. He counted 314 items and compared those items to the UTL currently posted on the California Department of Justice website. He admitted that 126 items, consisting of cigars and loose-leaf cigar wraps, were on the approved list. Of the remaining 188 illegal products, he testified that a majority of those items were hookah or flavored shisha tobacco products.

At the hearing, the Officers explained that there is a partial exemption for the sale of flavored shisha tobacco where the retailer restricts anyone under 21 years of age from entering the store premises. They stated that The Rock Zone does not restrict entry but allows persons under 21 to enter the store. The employee witnesses for The Rock Zone admitted that persons under 21 were allowed to enter the store but relied on their testimony that they "carded" everyone who purchased tobacco products to assert the sale of hookah tobacco was legal. In

[12] Evidence Code §664 states: "It is presumed that official duty has been regularly performed." The Officers' testimony satisfies the substantial evidence test that constitutes the City's burden of proof in this administrative proceeding.

addition, Mr. Defilippis argued that the hookah tobacco sale restriction prohibits the purchase of that product by minors, not entry by minors into a tobacco retailer's premises.

In fact, as stated above, Health & Safety Code §104559.5(c)(2) "...does not permit any person under 21 years of age to be present or enter [a hookah tobacco retailer's] premises at any time." In his post-hearing submission, Mr. Defilippis admits that §104559.5(c)(2) contains a "requirement for barring entry into the premises for minors." He contends, however, that this requirement only came into existence with the UTL and, therefore, "did not exist when the first search occurred in March 2025," and "had just come out in December 2025, very shortly before the January 8 search." Exhibit 10, p.1. He argues this gave little time for the respondent to learn these requirements.

Actually, Health & Safety Code §104559.5(c) and its "no entry" requirement for minors in subsection (2), has been in effect since December 2022. Section 104559.5, which includes the hookah flavored tobacco restrictions in subdivision (c), was originally enacted on August 28, 2020**,** as part of Senate Bill 793. Its implementation was delayed by a referendum challenge, and it took effect on December 21, 2022, after it was upheld by voters as Proposition 31. Thus, the "no entry for minors" provision had been in effect for some time before the seizure of the flavored hookah tobacco by the CDTFA on March 6, 2025, and the Gilroy Police Department on January 8, 2026.

As stated above, California Health & Safety Code §104559.5(b)(1) prohibits the sale of flavored tobacco products. The Rock Zone's practice of allowing minors to enter its store while it sold shisha or hookah tobacco disqualified it from the safe harbor in subsection (c) and violated Health & Safety Code §104559.5(b)(1), thereby subjecting its business license to revocation or suspension pursuant to GMC §13.45.

5. The Consideration of Mitigating Factors

Respondent's Exhibit 10, pp. 1-2, requests consideration of various factors in determining the appropriate penalty in this case. In seeking probation, Mr. Defilippis contends that the owner had a good faith belief that hookah tobacco was legal and that his belief that barring entry to minors was not required to sell flavored hookah tobacco was reasonable. He supports this contention with statements that the laws governing tobacco sales are complex and were even more so before publication of the UTL. He asserts that this is shown by the fact that hookah tobacco was left in the store following the March 2025 search, and that an inventory of the 314 items seized on January 8, 2026, resulted in a finding that 126 items were legal and the majority of the remaining 188 items were hookah tobacco. However, the record in this proceeding does not support Respondent's portrait of complexity and request for leniency for respondent's prohibited sale of flavored shisha tobacco.

First, the rules about the sale of hookah tobacco were in effect years before

publication of the UTL. As stated above, the "no entry" requirement for minors in Health & Safety Code §104559.5(c)(2) went into effect in December 2022. Second, there was no confusion on the part of the Police Officers who testified that California law required the exclusion of minors from the store to sell hookah tobacco. And, as to The Rock Zone employees' understanding of the legality of selling hookah tobacco, Ms. Vera testified that hookah tobacco was seized during the searches on both March 6, 2025, and January 8, 2026. Her testimony that hookah products seized in January 2026 were previously present in the store in March 2025, does not give rise to confusion about "whether the signage and carding of patrons was sufficient, or if there needed to be an absolute exclusion" as contended by Mr. Defilippis in Exhibit 10, at p. 2. The identify of products on the UTL is the subject of separate regulations from the "no entry" requirements in §104559.5(c) that must be satisfied to legally sell shisha or hookah tobacco.

The Hearing Officer is aware of the signage the owner posted giving notice that sales to anyone under 21 was prohibited and the testimony of The Rock Zone employees that they card all purchasers of tobacco products. However, "carding" patrons does not comply with the clear requirements of §104559.5(c) and the employees' testimony was undermined by the testimony of Officer Ludden who stated that he was not asked for identification when he purchased products during his undercover inspection of The Rock Zone on November 15, 2024.

On the other hand, Respondent has demonstrated it had TRPs in 2024, 2025, and 2026, and the violation for selling tobacco products without a regulatory permit is limited to the month from 12/31/2024 to 1/31/2025 and the thirty-five days between12/31/2025 to 2/4/2026.

In addition, Mr. Ammari's counsel has repeatedly represented that his client has sought to achieve full compliance with the law, and in this regard, during the April 3, 2026 hearing, Community Development Director Goei acknowledged that Mr. Ammari had remedied the Notice of Violation dated March 3, 2026, for unpermitted construction identified by the Code Enforcement Division during its inspection of The Rock Zone on January 8, 2026. *See* NOV in Exhibit 1.

6. Disposition

The undercover purchase of the Zimo Wintergreen flavored nicotine pouch on November 15, 2024, and the sale and possession for sale of the Polk a Dot mushroom magic chocolate bars on November 15, 2024, and again on March 6, 2025, constitute violations of law warranting a penalty pursuant to §13.45. Similarly, the sale of flavored shisha or hookah tobacco without complying with requirements of Health & Safety Code §104559.5(c) supports imposition of a penalty pursuant to §13.45.

GMC §13.45 grants the Hearing Officer the authority to revoke, modify, or suspend The Rock Zone's business license. In imposing an appropriate penalty, the Hearing Officer is mindful of Mr. Defilippis's representation that Mr. Ammari has been in business for over thirty years within the city and that this is the first revocation proceeding to which he has been subjected. In choosing not to revoke The Rock Zone's business license, the Hearing Officer is also mindful that revocation of a business license has the additional impact of §13.46, which provides: "If a license is revoked under Section 13.45..., no license of a similar nature, shall be issued for a period of one (1) year from the date of said revocation to the same licensee, nor to any other applicant acting on his behalf."

After consideration of mitigating factors and the duration and recurrence of the proven violations of state laws and city ordinances relating to the business of the licensee over the enforcement period, The Rock Zone's business license shall be modified so that it may not sell any "tobacco product" as that term is defined in GMC §13.66 for six months from the effective date of this Decision. The Rock Zone's current Regulatory Permit similarly shall be modified to prohibit the sale of tobacco products for the same period.

FINDINGS OF FACT

1. Business License Number 16606725 was issued to the business named The Rock Zone operating at 1323 First Street, Gilroy, California.

2. The Business Owner to whom Business License Number 16606725 was issued is a corporation, ATML, Inc (the "Licensee").

3. The character of the business licensed in Business License Number 16606725 is tobacco retailer.

4. On November 15, 2024, an undercover inspection of The Rock Zone was conducted by the Gilroy Police Department, during which an undercover police officer purchased from the Licensee one Zimo wintergreen flavored nicotine pouch and a "Polk a Dot" mushroom magic bar containing psilocybin, a Schedule I controlled substance.

5. A search warrant for The Rock Zone premises was obtained and executed on March 6, 2025, during which time Gilroy Police Officers seized two additional Polk a Dot mushroom magic bars that were in the possession of the Licensee with the intent to sell or offer for sale.

6. CDTFA agents also participated in the search conducted on March 6, 2025, and during that search, CDTFA agents separately seized flavored tobacco products.

7. On January 8, 2026, Gilroy Police Officers conducted a compliance inspection of The Rock Zone during which 314 tobacco product items were seized. After those items were compared to the UTL currently posted on the California Department of Justice website, 126 were on the approved list and found to be legal. Of the remaining 188 illegal products, a majority of those items were hookah or flavored shisha tobacco products in possession of the Licensee with the intent to offer for sale.

8. Based on the violations discovered during the operations conducted on November 15, 2024, March 6, 2025, and January 8, 2026, Chief of Police Scot Smithee recommended the city proceed with a business license revocation process for The Rock Zone pursuant to GMC §13.45.

9. Notice of Hearing in this proceeding was served on the parties on March 3, 2026.

10. The hearing in this proceeding commenced on April 3, 2026, and concluded on April 17, 2026. The record closed on April 20, 2026.

11. Steve M. Defillipis represented the respondent business, business licensee and Adel Ammari in this proceeding.

12. The Rock Zone has had a Tobacco Retailer's Permit, also known as a TRP or Regulatory Permit, during the city's enforcement/investigation period from November 15, 2024, though January 23, 2026, except for an initial one-month gap from 12/31/2024 to 1/31/2025, and then from 12/31/2025, until 2/4/2026.

13. The Rock Zone had no TRP or Regulatory Permit when the January 8, 2026, store search/inspection took place and when Chief Smithee made his recommendation initiating this proceeding on January 23, 2026.

14. At the hearing, respondent and its employees admitted that they allowed persons under 21 to enter the store's premises.

15. At the hearing, respondent and its employees contended that because they "carded" or inspected the identification of all purchasers of tobacco products, the sale of flavored shisha tobacco products was legal.

16. If any statement under the above heading is determined to be a conclusion of law, it is to be treated as such.

CONCLUSIONS OF LAW

1. ATML, Inc, the Business Owner to whom Business License Number 16606725 was issued, is a corporation that does not possess a Fifth Amendment privilege against self-incrimination.

2. As a Tobacco Retailer, The Rock Zone was required to obtain a TRP to operate as a tobacco retailer. Selling tobacco without a valid TRP is unlawful and a violation of both GMC §13.2 and §13.68.

3. California Health & Safety Code §104559.5(b)(1) provides that a tobacco retailer, or any of the tobacco retailer's agents or employees, shall not sell, offer for sale, or possess with the intent to sell or offer for sale, a flavored tobacco product or a tobacco product flavor enhancer.

4. California Health & Safety Code §104559.5(c)(2) requires that a hookah tobacco retailer not permit any person under 21 years of age to be present or enter the retailer's premises at any time.

5. The Rock Zone's employees allowed persons under the age of 21 to enter the store's premises while offering for sale flavored shisha or hookah tobacco products in violation of the requirements of Health & Safety Code §104559.5(c).

6. Substantial evidence supports the finding that The Rock Zone illegally sold a Zimo Wintergreen flavored nicotine pouch and Polk a Dot mushroom magic chocolate bar on November 15, 2024, possessed with the intent to sell two Polk a Dot mushroom magic chocolate bars again on March 6, 2025, and possessed with the intent to sell flavored shisha or hookah tobacco products without complying with requirements of Health & Safety Code §104559.5(c) on March 6, 2025 and January 8, 2026.

7. The purchase of a Zimo Wintergreen flavored nicotine pouch from an employee of the Rock Zone by an undercover Gilroy police officer on November 15, 2024, constitutes a violation of law relating to the business of the licensee and conduct detrimental to the public welfare warranting imposition of a penalty pursuant to GMC §13.45.

8. The sale of and possession with the intent to sell Polk a Dot mushroom magic chocolate bars containing a Class 1 controlled substance on November 15, 2024, and again on March 6, 2025, constitute violations of law relating to the business of the licensee and conduct detrimental to the public welfare warranting imposition of a penalty pursuant to GMC §13.45.

9. The possession with the intent to sell flavored shisha or hookah tobacco on March 6, 2025, and January 8, 2026, without complying with requirements of Health & Safety

Code §104559.5(c) constitute violations of law relating to the business of the licensee and conduct detrimental to the public welfare warranting imposition of a penalty pursuant to GMC §13.45.

10. GMC §13.45 grants the Hearing Officer the authority to revoke, modify, or suspend The Rock Zone's business license upon a finding that a licensee, or a person employed by or representing the licensee, has violated any provision of Chapter 13 or any other law or ordinance relating to the business of the licensee, or has conducted the business so as to be detrimental to the public morals or public welfare.

11. The Hearing Officer has authority to impose a modification or condition on Business License No. 16606725, including a prohibition on the sale of tobacco products, as a lesser sanction in lieu of full revocation, consistent with the remedial purposes of Chapter 13 and the Tobacco Retailer's Permit provisions of Article VIII of Chapter 13.

12. The term "tobacco product" as used in this Decision has the meaning set forth in GMC § 13.66.

13. The violations established at this hearing, are serious, but do not, under the specific facts presented, warrant outright revocation of the Licensee's general business license at this time. A six-month prohibition on tobacco product sales is proportionate to the violations found and serves the public interest in promoting compliance with the City's business license and tobacco retail regulations.

14. If any statement under the above heading is determined to be a finding of fact, it is to be treated as such.

DECISION AND ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, the Hearing Officer hereby ORDERS as follows:

1. No Revocation. Business License No. 16606725 issued to The Rock Zone ATML Inc (Account No. 16606725) is not revoked at this time.

2. Modification of Business License. Business License No. 16606725 (Account No. 16606725) is hereby modified effective on the date this Decision becomes final (the "Effective Date"). As a condition of the continued validity of said License, The Rock Zone ATML Inc is prohibited from selling any "tobacco product," as that term is defined in GMC § 13.66, at the premises located at 1323 First Street, Gilroy, California, for a period of six (6) months from the Effective Date (the "Restriction Period"). For clarity, Business License No. 16606725 otherwise remains in full force and effect during the Restriction Period, except as limited by this modification.

3. Modification of Tobacco Retailer's Permit / Regulatory Permit. The Tobacco Retailer's Permit (Regulatory Permit) issued to The Rock Zone ATML Inc for Account No. 16606725 is hereby similarly modified for the same six (6) month period from the Effective Date. During the Restriction Period, said Permit shall confer no authority to sell any tobacco product as defined in GMC § 13.66, and The Rock Zone ATML Inc shall not sell or offer for sale any such tobacco product at the above-referenced premises.

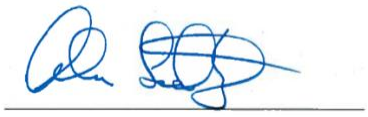
4. Resumption of Tobacco Sales. Upon the expiration of the six (6) month Restriction Period, and provided that no further violations have occurred, Business License No. 16606725 and the Tobacco Retailer's Permit/Regulatory Permit shall automatically revert to their unmodified terms, authorizing the retail sale of tobacco products in accordance with applicable law, without further action required by the Licensee, unless otherwise directed by the City.

5. Notice of Compliance. The Licensee shall, within five (5) business days of the Effective Date, remove or conspicuously cover all tobacco product displays, signage, and advertising at the premises that may indicate the availability of tobacco products for purchase. Failure to comply with the terms of this Order may result in further enforcement action, including but not limited to revocation of Business License No. 16606725 and/or the Tobacco Retailer's Permit.

6. Effective Date. This Decision shall become final and effective upon expiration of the appeal period set forth below, if no timely appeal is filed.

IT IS SO ORDERED.

Dated: April 28, 2026



Alan Seltzer, Hearing Officer

Respondent is hereby notified that not later than 15 days after the Hearing Officer's decision is mailed to the respondent, the respondent may appeal the decision by filing with the City Clerk written exceptions to any portion of the decision together with written argument in support of each exception and the amount of fees for an appeal to the City Council as fixed by resolution or by ordinance. See City Council Resolution No. 97-17, Section VI.

RESOLUTION NO. 97-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING A MUNICIPAL ADMINISTRATIVE HEARING POLICY

WHEREAS, the Gilroy Municipal Code requires permits or licenses for persons engaged in various activities including, but not limited to, peddling or soliciting or vending; operating dances, dance halls, barrooms, adult businesses, cardrooms or food establishments; keeping animals and fowl; conducting bingo games; holding large meetings or parades; and

WHEREAS, the Gilroy Municipal Code may require an administrative hearing prior to denying, suspending, or revoking the above described permits or licenses; and

WHEREAS, administrative hearings may also be required prior to the exercise of certain municipal authority powers, such as to abate a nuisance; and

WHEREAS, the Gilroy Municipal Code does not provide express administrative hearing procedures for each of the administrative hearings necessary for the City's orderly operation and regulation; and

WHEREAS, the City Administrator recommends that a City policy be adopted to govern administrative hearings in the City; and

WHEREAS, policies of the City may be adopted by resolution or formal motion of the City Council; and

WHEREAS, it is the intent of the City Council to adopt a municipal administrative hearing policy that provides a meaningful opportunity to be heard and that maintains an informal hearing process that may be utilized by City officials acting as hearing officers in the absence of other express hearing requirements; and

WHEREAS, the City Council considers and finds that significant public and private interests are served by establishing an informal, efficient and readily accessible public hearing process that is neither technical nor cumbersome.

NOW, THEREFORE, BE IT RESOLVED THAT the following administrative hearing procedures are adopted as a matter of City policy, which procedures should be complied whenever there is no alternative procedure provided by the Gilroy Municipal Code, whenever the City conducts administrative hearings such as are aforementioned.

SECTION 1 - NOTICE

Notice of the date, time and location of any administrative hearing shall be given to the applicant, appellant, owner or operator as the case may be (hereafter "Applicant") by mail at least ten days prior to the hearing, which mail shall be addressed to the Applicant's most recent address on file with the City. If the hearing regards a permit, license, or application, notice shall be mailed to the applicant/appellant's address shown on the face of that document. The notice may enclose a copy of this Resolution and a statement that the hearing will proceed pursuant to the provisions contained herein.

SECTION II - HEARING OFFICER

The City Administrator may serve as a Hearing Officer, or may designate any other person, including but not limited to other City officials or employees, to be a Hearing Officer.

To maintain an efficient and fair hearing, the Hearing Officer may set time limits or implement other rules of procedure, provided that a meaningful opportunity to be heard is preserved.

SECTION III - RECORD OF HEARING

The City shall be responsible for making a record of the hearing either by audio or video tape. The Hearing Officer shall lodge this record with the City Clerk who shall maintain the record for one (1) year from the conclusion of the hearing. If requested in writing by the Applicant, the City shall have the hearing record transcribed at the Applicant's cost. The City may require that a reasonable deposit in the amount of the estimated cost of preparation accompany any request for a transcribed record.

SECTION IV - EVIDENCE

The Hearing Officer shall rule on the admissibility of any evidence. Formal rules of evidence shall not apply and the Hearing Officer shall not be bound by the California Evidence Code or the Federal Rules of Evidence. No oath is required for witness testimony. However, a witness may request that his or her own testimony be provided under oath, which factor may be considered by the hearing officer when weighing the evidence. Documentary evidence shall be marked for identification purposes, and copies of all such evidence shall be maintained by the City Clerk with the record of the hearing for one (1) year after the conclusion of the hearing. Cross-examination of witnesses shall not be permitted.

SECTION V - HEARING OFFICER'S DECISION

Within a reasonable time not to exceed thirty (30) days from the date the hearing is closed, the Hearing Officer shall submit a written decision to the City Clerk. Such decision shall contain written findings of fact, which must be supported by substantial evidence in the record as a whole, and which findings must support the Hearing Officer's decision. A copy of the decision shall be

promptly mailed to the Applicant.

SECTION VI - APPEAL OF HEARING OFFICER'S DECISION

Not later than 15 days after the Hearing Officer's decision is mailed to the Applicant, the Applicant may appeal the decision by filing with the City Clerk written exceptions to any portion of the decision together with written argument in support of each exception and the amount of fees for an appeal to the City Council as fixed by resolution or by ordinance. The City Clerk shall place the appeal on an agenda for a City Council meeting which permits at least ten day notice to the Applicant and which will allow the appeal to be heard no more than 45 days after the City Clerk's receipt of the appeal. The City Clerk shall notify the Applicant of the date, time and location that the appeal shall be heard at least ten days prior to the meeting.

SECTION VII - ACTION BY CITY COUNCIL ON APPEAL

Appeal to the City Council shall be confined to oral and written argument and the administrative record. Upon consideration of the entire record of the hearing, including the Hearing Officer's decision and the exceptions and written argument that were filed with the City Clerk, the City Council may adopt the Hearing Officer's decision in its entirety or the decision may be rejected or modified.

SECTION VIII - STATUTE OF LIMITATIONS

Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review shall be filed not later than ninety days after the City Council makes its final decision. The provisions of Section 1094.6 shall apply to any such action.

PASSED AND ADOPTED this 3rd day of March, 1997 by the following vote:

AYES: COUNCILMEMBERS: GILROY, MORALES, ROGERS, ROWLISON, SPRINGER, VALDEZ, GAGE

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

APPROVED:

Donald F. Gage, Mayor

ATTEST:

Susanne E. Steinmetz, City Clerk

I, RHONDA PELLIN, Deputy City Clerk of the City of Gilroy, do hereby certify that the attached Resolution No. 97-17 is an original resolution, duly adopted by the Council of the City of Gilroy at a regular meeting of said Council held on the 3rd day of March, 1997, at which meeting a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this 6th day of March, 1997.

Rhonda Pellin

Deputy City Clerk of the City of Gilroy

(Seal)

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution of the City Council of the City of Gilroy Setting the Tax Rate for Fiscal Year 2026-27 (FY27) for the Gilroy Community Library Project Bonds**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Finance
Submitted by:	Cindy Murphy, Finance Director
Prepared by:	Cindy Murphy, Finance Director

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy setting the tax rate for Fiscal Year 2026-27 with respect to the general obligation bonds for the Gilroy Community Library Project.

BACKGROUND

On November 4, 2008, the voters of the City of Gilroy approved Ballot Measure F for the construction of public library improvements adjacent to City Hall. Measure F authorized the issuance of general obligation bonds for up to $37 million. It was anticipated that the authorization would be split between two series of bonds. The first series was issued in May 2009, and the second series was issued in August 2010.

There is $3 million remaining in unissued authorization available to the City for future use. The City has spent the majority of both the Series A and Series B bond proceeds on the construction of the new library and other improvements to library facilities. Approximately $6 million remains of the bond proceeds, which are currently programmed for a library improvement project in the design phase.

The bonds were refinanced in FY19 (the 2019 Series A and 2019 Series B) to take advantage of the low-interest-rate environment. The refinancing saved property owners'

interest costs by securing a lower interest rate on the principal, thereby reducing the required levy rate.

As of June 1, 2026, the outstanding principal balance on Series A is $6.2 million and is expected to mature in February 2039. As of June 1, 2026, the outstanding principal balance on Series B is $13.9 million, with maturity in February 2040.

ANALYSIS

The required FY27 tax rate is $0.013 per $100 of assessed valuation, which represents approximately $13 per $100,000 of assessed valuation (after applicable homeowner exemptions). As the assessed valuations of properties increase over time, the ad valorem tax rate for the library bond will decrease.

ALTERNATIVES

N/A

FISCAL IMPACT/FUNDING SOURCE

Adopting the tax rate for FY27 will ensure that the County can promptly assess, collect, and remit to the City the levied amounts to pay the debt service due in FY27.

Attachments:

1. FY27 Levy Resolution

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY SETTING THE TAX RATE FOR FISCAL YEAR 2026-2027 WITH RESPECT TO GENERAL OBLIGATION BONDS FOR THE GILROY COMMUNITY LIBRARY PROJECT

WHEREAS, more than two-thirds of the electors voting at a special municipal election held on November 4, 2008, voted for a proposition authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of $37,000,000 (the "Bonds") for the purpose of providing funds for the acquisition, construction, and improvement of public library facilities; and

WHEREAS, the City has previously issued the initial series of the Bonds in the aggregate principal amount of $10,500,000 on May 5, 2009, and the second series of the Bonds in the aggregate principal amount of $23,500,000 on August 3, 2010; and

WHEREAS, the City approved the refinancing of the two series of bonds on May 20, 2019 (providing for a reduction in bond debt service starting in tax collection year 2019/20) with the issuance of the 2019 Refunding General Obligation Bonds; and

WHEREAS, pursuant to Section 43632 of the California Government Code, the City Council is required annually to levy and collect a tax sufficient to pay the principal of and interest on the Bonds coming due and payable before the proceeds of a tax levied at the next general tax levy will be available; and

WHEREAS, the City has determined that in order to provide sufficient funds to pay the principal of and interest on the Bonds coming due and payable on February 1, 2027, and August 1, 2027, it is necessary to levy a tax upon all taxable property in the City at the rate of 0.0130% of assessed valuation, based on the estimated assessed values for all rolls (secured, unsecured and utility) for fiscal year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gilroy as follows:

Section 1. Levy of Tax. The City Council hereby determines that the tax rate necessary to pay the principal and interest on the Bonds coming due and payable on February 1, 2027, and August 1, 2027, is 0.0130% of the assessed valuation, and such tax rate shall be and is hereby levied in accordance with all applicable requirements of law.

Section 2. Collection of Tax. The Finance Director is hereby directed to forward a copy of this Resolution to the Auditor-Controller of Santa Clara County, and to the Board of Supervisors of the County, and to take such actions and execute such documents as may be required to cause the tax rate set forth in Section 1 to be placed on the 2026-2027 property tax bill and collected by the County.

Section 3. Application of Tax. As provided in Section 43634 of the California Government Code, all taxes levied pursuant to this Resolution shall be used only for payment of the Bonds and the interest thereon.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Gilroy on this 15th day of June 2026 by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Approval of a Memorandum of Understanding with the County of Santa Clara for Crime Laboratory Services and Authorize the City Administrator to Execute the Agreement**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Police
Submitted by:	Brandon Sanchez, Police Chief
Prepared by:	Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS:

RECOMMENDATION

1. Approve a Memorandum of Understanding (MOU) between the City of Gilroy and the County of Santa Clara for Crime Laboratory Services; and
2. Authorize the City Administrator to execute the MOU and any related documents.

EXECUTIVE SUMMARY

The City of Gilroy Police Department relies on the Santa Clara County District Attorney's Crime Laboratory for essential forensic services used in the investigation and prosecution of criminal cases. Approval of this MOU will formalize the City's participation in a cost-sharing agreement for Crime Laboratory services for a ten-year term. The agreement establishes a consistent and equitable methodology for allocating costs among participating jurisdictions and ensures continued access to specialized forensic services that would otherwise need to be procured through alternative, potentially higher-cost sources.

BACKGROUND

The Gilroy Police Department relies on the Santa Clara County District Attorney's Crime

Laboratory to provide specialized forensic services necessary for the investigation and prosecution of criminal cases. These services support complex investigations and are critical to the successful preparation of cases for court proceedings.

Pursuant to Government Code section 51350, the City of Gilroy and the County of Santa Clara may enter into agreements for shared services. The proposed Memorandum of Understanding formalizes the City's participation in a long-term cost-sharing agreement for Crime Laboratory services and defines the services to be provided, cost allocation methodology, and general terms and conditions.

ANALYSIS

Under the proposed MOU, the County will provide Crime Laboratory services to the City, including audio analysis, bloodstain pattern analysis, DNA and forensic biology, computer and cell phone forensics, firearms examinations, impression evidence, latent print processing, trace evidence, video analysis, toxicology, and controlled substances analysis.

The agreement establishes a cost-sharing methodology whereby forty percent (40%) of the Crime Laboratory's total annual operating costs are recovered from participating cities. Eighty percent (80%) of the City's share is based on its proportion of Major Case submissions over the prior five years, and twenty percent (20%) is based on the City's proportion of the County's total population. The County will notify the City of its annual cost obligation in advance of each fiscal year to allow adequate budget planning.

ALTERNATIVES

Council may reject the recommendation to approve the MOU. This is not recommended as it would require the City to obtain forensic services through external vendors at potentially higher cost and with possible delays in criminal investigations.

FISCAL IMPACT/FUNDING SOURCE

The City's annual cost for Crime Laboratory services will vary based on the established cost-sharing formula and the Crime Laboratory's total operating expenses for the prior fiscal year. Historically, the City's cost has averaged about $105,000/year and is funded by Fund 240 - Prop 172 Public Safety Sales Tax Fund. Funding is included in the Police Department's annual operating budget.

PUBLIC OUTREACH

n/a

NEXT STEPS

n/a

Attachments:

1. Crime Lab Service fees MOU SCC_Gilroy

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF GILROY FOR CRIME LABORATORY SERVICES

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF Gilroy (CITY), a municipal corporation, and the COUNTY OF SANTA CLARA (COUNTY), a political subdivision of the State of California (each a Party and collectively the Parties). CITY and COUNTY are agencies that work together to provide services related to the investigation and prosecution of criminal cases in Santa Clara County. The District Attorney's Crime Laboratory provides services related to this activity. The services related to forensic casework would otherwise need to be procured by CITY through other sources. As a result, and pursuant to Government Code § 51350, both parties desire to enter this agreement defining CITY's payments to COUNTY for Crime Laboratory services, as defined below.

Term: This agreement shall commence upon the last signature date and continue for ten years or until its termination by either party in accordance with Section H of this MOU.

Crime Laboratory services shall include and be defined as review and analysis of any of the following:

Audio Analysis
Bloodstain Pattern Analysis
DNA/Forensic Biology
Computer Forensics (including Cell Phones)
Firearms Examinations
Impression Evidence
Latent Print Processing
Trace Evidence
Video Analysis
Toxicology
Controlled Substances Analysis

COUNTY and CITY both acknowledge that the Crime Laboratory calculates the costs of its services billed to CITY as follows:

Each calendar year, the total cost of running the Crime Laboratory is determined. The cost includes Crime Laboratory personnel salaries and benefits, supplies, and other operating costs (including equipment and maintenance) associated with providing Crime Laboratory services.

Also, each calendar year, statistics are generated on the total number of Major Case submissions to the Crime Laboratory. The number of Major Case submissions by each law enforcement agency is expressed as a percentage of the total number of Major Cases submitted by all City agencies. Major Case submissions are defined as cases requiring Audio Analysis, Bloodstain Pattern Analysis, DNA/Forensic Biology Analysis, Computer Forensics (including Cell Phones), Firearms Examinations, Impression Evidence, Latent Print Processing, Trace Evidence Analysis, or Video Analysis, that are assigned a single laboratory number by the Crime Lab, and as such different Major Cases may have widely different numbers of individual evidence items requiring a wide range of analyses. Note: Toxicology and Controlled Substances Analysis are not considered Major Cases.

This cost-sharing payment shall be calculated using the Crime Laboratory's total operating costs for the prior fiscal year. COUNTY agrees to recover forty percent (40%) of those costs from the participating cities. The CITY's cost sharing payment will be determined as follows:

- 80% of the payment will be calculated based on the CITY's proportion of all Major Case Submissions over the

prior five years (in order to mitigate year-to-year fluctuations in Major Case Submissions).

- 20% of the payment will be based on the CITY's proportion of the COUNTY's total population, as of the end of the prior fiscal year. This population factor incorporates the costs of Toxicology and Controlled Substances cases.

CITY shall be notified of its payment amount in advance of the coming fiscal year to allow adequate budget planning.

A. ENTIRE MOU

This MOU and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

B. AMENDMENTS

This MOU may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

CITY shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this MOU and is grounds for immediate termination of this MOU by COUNTY.

In accepting this MOU, CITY covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this MOU.

CITY further covenants that, in the performance of this MOU, it will not employ any contractor or person having such an interest. CITY, including but not limited to CITY's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this MOU, and

(2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this MOU, CITY shall, upon execution of this MOU, provide COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CITY's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 1870l(a)(2)), as part of CITY's service to COUNTY under this MOU. CITY shall immediately notify COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to COUNTY under this MOU in such a capacity. CITY shall immediately notify COUNTY of the names of individuals working in such a capacity who, during the course of the MOU, end their service to COUNTY.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this MOU, CITY shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this MOU, annually by April 1, and within 30 days of their termination of service pursuant to this MOU.

D. INDEMNIFICATION

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

E. GOVERNING LAW, VENUE

This MOU has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this MOU shall be in the County of Santa Clara.

F. ASSIGNMENT

No assignment of this MOU or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

G. WAIVER

No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. TERMINATION

COUNTY may, by 60 day written notice to CITY, terminate all or part of this MOU at any time for the convenience of COUNTY. The notice shall specify the effective date and the scope of the termination. Upon receipt of the documents, COUNTY shall be compensated based on the completion of services provided.

I. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No- Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

J. CALIFORNIA PUBLIC RECORDS ACT

COUNTY and CITY are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). In the event of a request received by one party for infom1ation or records received from the other party, the party that received the CPRA request will make best efforts to provide notice to the other party prior to disclosing the information or records. If the party that provided the information or records contends that any are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara COUNTY before the party that received the CPRA request is required to respond to the CPRA request. If the party fails to obtain such remedy within the time the party that received the CPRA request is required to respond, the latter party may disclose the requested information.

K. THIRD PARTY BENEFICIARIES

This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

L. CONTRACT EXECUTION

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

IN **WITNESS WHEREOF,** COUNTY and CITY hereby agree to the terms of this MOU.

COUNTY OF SANTA CLARA

_____
OTTO LEE, President
Board of Supervisors
Date:_____

Signed and certified that a copy of this
Document has been delivered by electronic
Or other means to the President, Board of
Supervisors

ATTEST:

_____
CURTIS BOONE
Clerk of the Board of Supervisors
Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
HILARY KERRIGAN
Deputy County Counsel
Date: _____

CITY OF GILROY

_____
Name, Matt Morley
Title: City Administrator
Date:_____

_____
Name, Brandon Sanchez
Title Police Chief
Date:_____

_____
Name, Andrew Faber
Title City Attorney
Date:_____

_____
Name, Kim Mancera
Title City Clerk
Date:_____

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Consent to the Appointment of Derek Cray as Utilities Director**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Human Resources/Risk Management
Submitted by:	Matt Morley, City Administrator
Prepared by:	LeeAnn McPhillips, Interim Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Consent to the City Administrator's recommendation to appoint Derek Cray to the department head position of Utilities Director.

EXECUTIVE SUMMARY

The recruitment process for the position of Utilities Director has recently concluded. After a thorough process and vetting of candidates, the City Administrator is recommending the Council consent to the appointment of Derek Cray to the position of Utilities Director. If approved, Mr. Cray will begin work on July 21, 2026.

BACKGROUND

Per Article VII. (" The City Administrator ") of the Gilroy City Charter, Section 703(c) ("Powers and Duties"), the City Administrator shall appoint Department Heads with the consent of the City Council.

Utilizing the assistance of an executive search firm, the City recently completed a full recruitment process for the position of Utilities Director. A thorough vetting process was

completed and included the following steps:

- Application screening
- Supplemental questions
- Interview with search firm
- Panel interviews with two panels:
    - Subject-Matter Expert Panel (Assistant City Manager/Public Services, Utilities/Public Works Director, Valley Water Chief Operating Officer, Public Works Director)
    - Senior Executive Team Panel
- City Administrator Interview and candidate assessment
- Employment Background Check
- Following the conditional offer:
    - Department of Justice Criminal Records Check

The additional final step in the selection process following the conditional offer is Council's consent of the City Administrator's recommendation for appointment.

Mr. Cray has 23 years of public service in the Utilities area. He has worked for two cities and two districts. His experience includes five years at the City of Turlock, four years at the City of Ceres, five years at South San Joaquin Inrrigation District, and eight and a half years with Marina Coast Water District. In his most recent position with Marina Coast Water District, Derek currently serves in the Department Head role of Operations and Maintenance Manager. He has also served as the Interim and Acting General Manager of the Marina Coast Water District when the General Manager position was vacant. Mr. Cray has expertise in the areas of water distribution, wastewater collection, recycled water systems, capital improvement project management, regulatory compliance, and budget administration.

Mr. Cray holds a Bachelor's degree in Business Management from Union Institute and University. He also holds the following certifications relevant to the field of Utilities:

- Grade V Water Treatment Operator, CA State Water Resources Control Board
- Grade V Water Distribution Operator, CA State Water Resources Control Board
- Grade IV Collections System Maintenance Technologist, California Water Environment Association
- Grade I Instrumentation Technician and Grade I Plant Maintenance Technician, California Water Environment Association
- Certified Backflow Tester, Cross Connection Specialist, and Grade I Water Use Efficiency Practitioner, American Water Works Association

Mr. Cray has significant experience planning, managing, and delivering capital improvement projects in-house and through the use of consultants. He has led all phases of projects from design through construction completion with hands-on technical involvement at every stage. He has independently executed projects end-to-end and provided cross-departmental support, including plan review, plan check, design assistance, and project coordination for capital improvement projects outside the Utilities Department. Start to finish project management is an area that Mr. Cray enjoys.

Mr. Cray has also led a comprehensive overhaul of the Computerized Maintenance Management System (CMMS) for Marina Coast Water District. Also, he direct the complete rebuild and modernization of the district's SCADA (Supervisory Control and Data Acquisition) system, managing the project from procurement through commissioning to enhance real-time monitoring, operational control, and system reliability across all water and wastewater infrastructure.

Mr. Cray is a strategic partner with expertise in, and a passion for, Utilities with a focus on service to the community. He resides in the Salinas area with his family and is very much looking forward to the challenges of Gilroy's Utilities Director position, working alongside the Utilities team, and serving the residents of Gilroy.

ANALYSIS

N/A

ALTERNATIVES

No other alternative is recommended. An Interim Utilities Director is covering the position on a part-time basis. There is not an alternate candidate being recommended for appointment.

FISCAL IMPACT/FUNDING SOURCE

The salary and benefits for this position have been included in the FY 27 operating budget previously approved by Council. Salary placement shall be within the approved Utilities Director classification annual salary range, effective July 1, 2026, of $210,815 — $289,566.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this Council meeting.

NEXT STEPS

Upon consent of the City Council and issuance of a final offer letter, Derek Cray is scheduled to begin employment effective July 21, 2026.

Attachments:

None

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Award a Professional Services Agreement to Kimley-Horn for a Not-to-exceed Amount of $237,117 for the Development of the City of Gilroy Comprehensive Roadway Safety Action Plan, Add the Project to the Capital Improvement Program, and Adopt a Budget Amendment Resolution to appropriate Grant and Gas Tax Funds to the Project**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Public Works
Submitted by:	John Doughty, Public Works Director
Prepared by:	Susana Ramirez, Engineer

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Award a Professional Services Agreement to Kimley-Horn for an amount not to exceed $237,117.25 for the development of the City of Gilroy Comprehensive Roadway Safety Action Plan (Project) No. 26-RFP-PW-529, and authorize the City Administrator to execute the contract and associated documents;
2. Add the Project to the Fiscal Year 26 (FY26) Capital Improvement Program (CIP) with Project Number 801180; and
3. Adopt a resolution amending the FY26 budget within Gas Tax Fund (205) to appropriate $189,693.80 in FY 2024 SS4A Grant Funds to the Project, along with $47,423.45 in local match from the Gas Tax Fund balance, for a total of $237,117.25.

EXECUTIVE SUMMARY

The City was awarded a Fiscal Year 2024 Safe Streets and Roads for All (SS4A) grant for the development of a Comprehensive Roadway Safety Action Plan (CSAP). The

CSAP aims to reduce traffic-related fatalities and serious injuries through initiatives such as implementation guidance, a list of priority projects along the high injury network, and conceptual design plans for priority locations.

Staff received six proposals for the development of the City of Gilroy CSAP, which were evaluated by assigned personnel to determine which consultant was the most qualified to complete the work. After a round of interviews with three firms, staff concurred with recommendation of award of the contract to Kimley-Horn. The Services Agreement with Kimley-Horn to develop the CSAP is in the amount of $237,117.25, and the plan will be developed over the next year along with city staff, project stakeholders, and the community.

BACKGROUND

The SS4A program, administered by the Federal Highway Administration (FHWA), provides funding to support local agencies in creating safer roadways. The program aims to reduce traffic-related fatalities and serious injuries through initiatives such as action plans and implementation projects. The City was awarded a $190,000 SS4A grant for the development of the City of Gilroy CSAP, which requires a 20% city match. In October 2024, the City Council approved a resolution amending the budget for the City of Gilroy for Fiscal Year 2024-25 appropriating various grant awards, including the awarded SS4A grant. The City Council authorized the City Administrator to execute the grant agreement in February 2025.

The CSAP will study the most recent crash data to aid the City in identifying the factors that contribute the most to local traffic crashes. It will also better position the City to receive safety implementation funding from state and federal grant programs such as Highway Safety Improvement Program (HSIP), Safe Streets for All (SS4A), Active Transportation Program (ATP), and One Bay Area Government (OBAG).

ANALYSIS

The SS4A grant will fund the development of the CSAP. The plan will:

- Align with City and regional transportation planning documents such as the City's General Plan, Traffic Circulation Master Plan, Caltrans’ Strategic Highway Safety Plan, and the Safe Systems approach.
- Analyze collision data and roadway conditions to develop a prioritized list of safety improvements.
- Include funding, implementation, monitoring, and evaluation plans to address systemic traffic safety concerns. It will be data-driven and objective with many opportunities to engage stakeholders and the community to identify traffic safety concerns.

Approval of the CSAP will provide access to transportation grant funds which are only available to communities with adopted CSAPs.

ALTERNATIVES

The City Council can choose not to award the Services Agreement, which will delay the implementation of a CSAP and affect the city's ability to secure grant funds to implement recommended safety improvements identified in the plan. This action would put $190,000 of grant money at risk as well as limit the ability of the City to compete for certain grant funding opportunities.

FISCAL IMPACT/FUNDING SOURCE

The total project cost and Services Agreement amount with Kimley-Horn is $237,117.25. The SS4A grant provides reimbursement funding of up to $190,000 and requires a 20% local match. Based on the project cost, $189,693.80 will be reimbursed through the SS4A grant and $47,423.45 will be funded with available Gas Tax Fund (205) balance.

The SS4A grant is a reimbursement-based grant. Grant revenues will be received after eligible project expenditures are incurred and reimbursement requests are submitted in accordance with grant requirements. Therefore, a budget amendment is required to appropriate both the anticipated grant reimbursement revenue and the required local matching funds for Project No. 801180, Comprehensive Roadway Safety Action Plan.

PUBLIC OUTREACH

The development of the CSAP will implement community feedback through different efforts, including an online survey, public workshops, and outreach at community events. There will be an emphasis on inclusivity to ensure that at-risk and underrepresented groups are able to share feedback and help shape project recommendations. The completed CSAP will be shared with City Council at a future date.

NEXT STEPS

Upon City Council’s approval, the contract will be executed, and staff will work with the consultant, Kimley-Horn, to develop a final project schedule. The development of the plan is expected to take a year to complete.

Attachments:

1. Agreement for Services - Draft

2. SS4A_Resolution

AGREEMENT FOR SERVICES
(For contracts over $5,000 - CONSULTANT)

This AGREEMENT made this 16th day of June, 2026, between:

CITY: City of Gilroy, having a principal place of business at 7351 Rosanna Street, Gilroy, California

and CONSULTANT: Kimley-Horn and Associates, Inc., having a principal place of business at 10 South Almaden Boulevard, Suite 1250, San Jose, CA 95113.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on June 16, 2026 and will continue in effect through December 31, 2027 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

Any lapse in insurance coverage as required by Article 5, Section D of this Agreement shall terminate this Agreement regardless of any other provision stated herein.

_____
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONSULTANT is an independent contractor and not an employee, agent, joint venturer or partner of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT or any employee or agent of CONSULTANT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall not be entitled to any of the rights or benefits afforded to CITY'S employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement benefits or any other employment benefits. CONSULTANT shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

CONSULTANT agrees to: Perform the services as outlined in **Exhibit "A"** ("Specific Provisions") and **Exhibit "B"** ("Scope of Services"), within the time periods described in **Exhibit "C"** ("Milestone Schedule").

B. Method of Performing Services

CONSULTANT shall determine the method, details and means of performing the above-described services. CITY shall have no right to, and shall not, control the manner or determine the method of accomplishing CONSULTANT'S services.

C. Employment of Assistants

CONSULTANT may, at the CONSULTANT'S own expense, employ such assistants as CONSULTANT deems necessary to perform the services required of CONSULTANT by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONSULTANT'S assistants in the performance of those services. CONSULTANT assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholding.

D. Place of Work

CONSULTANT shall perform the services required by this Agreement at any place or location and at such times as CONSULTANT shall determine is necessary to properly and timely perform CONSULTANT'S services.

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed $237,117.25.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

Payment shall be due according to the payment schedule set forth in **Exhibit "D"**. No payment will be made unless CONSULTANT has first provided City with a written receipt of invoice describing the work performed and any approved direct expenses (as provided for in **Exhibit "A"**, **Section IV**) incurred during the preceding period. If CITY objects to all or any portion of any invoice, CITY shall notify CONSULTANT of the objection within thirty (30) days from receipt of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. It shall not constitute a default or breach of this Agreement for CITY not to pay any invoiced amounts to which it has objected until the objection has been resolved by mutual agreement of the parties.

D. Expenses

CONSULTANT shall be responsible for all costs and expenses incident to the performance of services for CITY, including but not limited to, all costs of equipment used or provided by CONSULTANT, all fees, fines, licenses, bonds or taxes required of or imposed against CONSULTANT and all other of CONSULTANT'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

CONSULTANT shall supply all tools and instrumentalities required to perform the services under this Agreement at its sole cost and expense. CONSULTANT is not required to purchase or rent any tools, equipment or services from CITY.

B. Workers' Compensation

CONSULTANT agrees to provide workers' compensation insurance for CONSULTANT'S employees and agents and agrees to hold harmless, defend with counsel acceptable to CITY and indemnify CITY, its officers, representatives, agents and employees from and against any and all claims, suits, damages, costs, fees, demands, causes of action, losses, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of any injury, disability, or death of any of CONSULTANT'S employees.

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

2. As to other liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, arising or resulting directly or indirectly from any act or omission of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of $1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of $1,000,000 per occurrence or claim, and $2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements

set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

Notwithstanding any other provision of this Agreement, neither this Agreement nor any duties or obligations of CONSULTANT under this Agreement may be assigned or subcontracted by CONSULTANT without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

As CONSULTANT is not CITY'S employee, CONSULTANT shall be responsible for paying all required state and federal taxes. Without limiting the foregoing, CONSULTANT acknowledges and agrees that:

- CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- CITY will not make state or federal unemployment insurance contributions on CONSULTANT'S behalf;
- CITY will not withhold state or federal income tax from payment to CONSULTANT;
- CITY will not make disability insurance contributions on behalf of CONSULTANT;
- CITY will not obtain workers' compensation insurance on behalf of CONSULTANT.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONSULTANT and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONSULTANT'S duties under this Agreement.

B. Assignment

CITY may assign this Agreement or any duties or obligations thereunder to a successor governmental entity without the consent of CONSULTANT. Such assignment shall not release CONSULTANT from any of CONSULTANT'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

A. Sale of Consultant's Business/ Death of Consultant.

CONSULTANT shall notify CITY of the proposed sale of CONSULTANT's business no later than thirty (30) days prior to any such sale. CITY shall have the option of terminating this Agreement within thirty (30) days after receiving such notice of sale. Any such CITY termination pursuant to this **Article 7.A** shall be in writing and sent to the address for notices to CONSULTANT set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY' receipt of such notice of sale.

If CONSULTANT is an individual, this Agreement shall be deemed automatically terminated upon death of CONSULTANT.

B. Termination by City for Default of Consultant

Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, CITY, at CITY'S option, may terminate this Agreement by giving written notification to CONSULTANT. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.

2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONSULTANT shall be entitled to payment only for work completed in accordance with the terms of this Agreement through the date of the termination notice, as reasonably determined by CITY, provided that such payment shall not exceed the amounts set forth in this Agreement for the tasks described on Exhibit C" which have been fully, competently and timely rendered by CONSULTANT. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONSULTANT'S default in the performance of this Agreement or material breach by CONSULTANT of any of its provisions, then in addition to any other rights and remedies CITY

may have, CONSULTANT shall reimburse CITY, within ten (10) days after demand, for any and all costs and expenses incurred by CITY in order to complete the tasks constituting the scope of work as described in this Agreement, to the extent such costs and expenses exceed the amounts CITY would have been obligated to pay CONSULTANT for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONSULTANT all or any part of the compensation set forth in Article 4 of this Agreement on the date due, then if and only if such nonpayment constitutes a default under this Agreement, CONSULTANT, at the CONSULTANT'S option, may terminate this Agreement if such default is not remedied by CITY within thirty (30) days after demand for such payment is given by CONSULTANT to CITY.

D. Transition after Termination

Upon termination, CONSULTANT shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONSULTANT shall cease such work as soon as it is safe to do so. CONSULTANT shall incur no further expenses in connection with this Agreement. CONSULTANT shall promptly deliver to CITY all work done toward completion of the services required hereunder, and shall act in such a manner as to facilitate any the assumption of CONSULTANT's duties by any new consultant hired by the CITY to complete such services.

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

B. Americans with Disabilities Act of 1990

Throughout the term of this Agreement, the CONSULTANT shall comply fully with all applicable provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time. CONSULTANT shall also require such compliance of all subcontractors performing work under this Agreement, subject to the prohibition against assignment and subcontracting contained in Article 5 above. The CONSULTANT shall defend with counsel acceptable to CITY, indemnify and hold harmless the CITY OF GILROY, its officers, employees, agents and representatives from and against all suits, claims, demands, damages, costs, causes of action, losses, liabilities, expenses and fees, including without limitation reasonable attorneys' fees, that may arise out of any violations of the Act by the CONSULTANT, its subcontractors, or the officers, employees, agents or representatives of either.

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

E. Compliance with Laws

The CONSULTANT shall keep itself informed of all State and National laws and all municipal ordinances and regulations of the CITY which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Without limiting the foregoing, CONSULTANT agrees to observe the provisions of the Municipal Code of the CITY OF GILROY, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF GILROY for public works or for goods or services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

F. Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no CITY employee or office of any public agency interested in this Agreement has any pecuniary interest in the business of CONSULTANT and that no person associated with CONSULTANT has any interest that would constitute a conflict of interest in any manner or degree as to the execution or performance of this Agreement.

G. Entire Agreement

This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

H. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

I. Notices

Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in **Exhibit "A"**, **Section V.H.** but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

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 will nevertheless continue in full force without being impaired or invalidated in any way.

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence.

L. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

Executed at Gilroy, California, on the date and year first above written.

CONSULTANT:	**CITY:**
Kimley-Horn and Associates, Inc.	CITY OF GILROY
By: _____	By: _____
Name: Frederik Venter, PE	Name: Matt Morley
Title: Senior Vice President	Title: City Administrator

Social Security or Taxpayer
Identification Number 56-0885615

Approved as to Form

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached **Exhibit "B"**, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish that end, CONSULTANT agrees to assign Frederik J. Venter, PE, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, the City Engineer shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided in the **Section V.H.** ("Notices") of this **Exhibit "A"**.

B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

III. PROGRESS SCHEDULE

The schedule for performance and completion of the Services will be as set forth in the attached **Exhibit "C"**.

IV. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided for in **Article 4** of this Agreement.

Direct expenses are charges and fees not included in **Exhibit "B"**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial records, including invoices, will be included with the submission of billing(s) for all direct expenses.

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY'S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY's offices within five (5) business days after CITY's request.

D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL.

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof subject to **Section V.D** of this **Exhibit "A"**.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES.

Notices are to be sent as follows:

CITY:	City Engineer City of Gilroy 7351 Rosanna Street Gilroy, CA 95020
CONSULTANT:	Frederik J. Venter, PE Kimley-Horn and Associates, Inc. 10 South Almaden Boulevard, Suite 1250 San Jose, CA 95113

I. FEDERAL FUNDING REQUIREMENTS.

☐ If the box to the left of this sentence is checked, this Agreement involves federal funding and the requirements of this **Section V.I.** apply.

☒ If the box to the left of this sentence is checked, this Agreement does not involve federal funding and the requirements of this **Section V.I.** do not apply.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

EXHIBIT “B”

SCOPE OF SERVICES

See attached "Scope of Services" in Exhibit B-1.

Exhibit B-1

City of Gilroy Comprehensive Roadway Safety Action Plan

Scope of Services

Task 1: Detailed Work Plan and Strategy

Task 1.1: Project Management and Work Plan Development

This task includes general project administration, including management of project staff, quality control, and project accounting.

Kimley-Horn will develop a comprehensive work plan that outlines project objectives, scope of work and task deliverables. We will maintain the project schedule which will include meetings, stakeholder and community engagement activities, and project deliverables.

Kimley-Horn will provide support to the City with the management of the SS4A Federal Grant, which is funding this project. Monthly invoices will be submitted to the City with required backup documentation for eligible expenses. Additionally, we will support the City with preparation of required quarterly progress and performance reports.

Task 1.2: Project Kickoff and Coordination Meetings

Kimley-Horn will coordinate a project kickoff meeting with City staff to discuss the goals and objectives of the Safety Action Plan with respect to crash reduction, partnerships, and community engagement. Administrative items will be discussed, including communication protocol, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information such as key milestones throughout the project and what defines success for this project. A summary of the meeting notes with key action items will be developed and distributed by Kimley-Horn.

This task includes up to twelve (12) virtual project coordination meetings.

Task 1 Deliverables:

- Project kickoff meeting agenda and meeting notes
- Project coordination meeting agendas and meeting notes

Task 2: Stakeholder and Community Engagement

Task 2.1: Engagement Strategy

Kimley-Horn will collaborate with the City to develop and implement an engagement strategy that includes early involvement of key stakeholders and broad participation from the community. This strategy will include a detailed roadmap outlining stakeholder

coordination, outreach methods, and a timeline for engagement activities throughout the project lifecycle.

Task 2.2: Stakeholder Engagement

A stakeholder group will be established to serve as an advisory group for the Safety Action Plan. Kimley-Horn will facilitate the formation of this stakeholder group, which will include representatives from City departments (engineering, planning), public safety and enforcement agencies, fire district, public health professionals, Gilroy Unified School District, community members (including representative from senior community), and select regional partners. The task force will convene for two (2) facilitated virtual meetings, which will be both informative and interactive. These sessions will include presentations of crash data findings and preliminary safety analysis, allowing members to provide feedback and help shape project recommendations.

The stakeholder group will also review the list of potential priority locations and safety projects identified in the proposed network screening analysis. The stakeholder group will also play a key role in reviewing the Draft Comprehensive Roadway Safety Action Plan report.

Task 2.3: Community Engagement

In parallel with stakeholder engagement, Kimley-Horn will lead a public outreach campaign designed to reach a diverse cross-section of Gilroy residents. This campaign will include the development of a dedicated **project website link** posted on the City's website and hosted and maintained by Kimley-Horn, an **online interactive survey**, and two (2) **public workshops**. The online survey launch dates and timeline will be coordinated with City staff. The public workshops, to be hosted in English and Spanish,will provide opportunities for residents to share feedback on citywide and location-specific safety concerns and desired improvements. Kimley-Horn will also participate in tabling at two (2) local events, such as the Farmers Market, to promote the project and collect input directly from the community.

To enhance accessibility and engagement, Kimley-Horn will incorporate creative outreach methods, including virtual and in-person meetings, live and recorded presentations, and interactive tools. Kimley-Horn also develop and host an online map-based survey platform that allows users to identify areas of concern by placing pins and submitting location-specific feedback. The survey will be developed in collaboration with City staff and finalized following one round of review.

Kimley-Horn will provide content including promotional collateral (flyers, graphics, social media, survey link) in English and Spanish to the City's Public Information Officer (PIO) and/or webmasters for posting project information in support of providing updates to the project website. This content will be adapted from materials developed in other tasks

and may include resized graphics or excerpts from technical documents. It is assumed that the City will be responsible for all aspects of survey distribution, including posting across various social media platforms and the agency website, if desired.

Kimley-Horn will synthesize and summarize input received as part of community outreach efforts and present findings in the Draft Comprehensive Roadway Safety Action Plan. This process will ensure that community input is meaningfully reflected in the final recommendations and project prioritization.

Task 2.4: City Council Meetings

Kimley-Horn will attend up to two (2) City Council meetings to present the Draft and Final Safety Action Plan.

Task 2 Deliverables:

- Engagement strategy
- Outreach materials
- Online survey
- Meeting materials for stakeholders meetings and public workshops

Task 3: Background Review, Plan Vision, Goals, and Objectives

Kimley-Horn will conduct a literature review of existing and in-progress City plans, projects, policies, programs, and standards to identify opportunities for alignment with Vision Zero principles and SS4A Safety Action Plan requirements. This literature review will focus on identifying safety-related initiatives and evaluating their effectiveness, consistency, and potential for enhancement. Documents to be reviewed include:

- General Plan – Transportation Element
- Local Road Safety Plan
- Bicycle Pedestrian Master Plan
- Specific Plans
- Gilroy Station Access Studies
- Santa Teresa Boulevard Policy
- Leavesley Road Policy
- Neighborhood Traffic Management Program

As part of this review, Kimley-Horn will assist the City in review and identification of gaps, overlaps, and areas for policy refinement. This effort will also include an assessment of existing programs and policies across the “Four Es” of transportation safety—engineering, enforcement, education, and emergency response—to identify opportunities for updates that reflect current best practices and support safer roadway conditions.

Building on insights from the safety analysis and community engagement, Kimley-Horn will develop a set of recommended policy and process changes to be considered for inclusion in the Safety Action Plan. These recommendations will address infrastructure design, traffic enforcement strategies, public education and outreach, emergency response coordination, and procedural improvements. All recommendations will be grounded in the Safe Systems Approach, consistent with the U.S. Department of Transportation's National Roadway Safety Strategy. Furthermore, the recommendations will be accompanied by performance metrics to measure progress and effectiveness, as well as identification of responsible lead departments or staff. These implementable actions will serve as a practical roadmap toward achieving Vision Zero, ensuring accountability and transparency throughout the process.

Kimley-Horn will also support the City and stakeholder group in drafting a formal Vision Zero policy, including a target date for achieving zero traffic deaths and serious injuries, aligned with California's Strategic Highway Safety Plan (SHSP) goal of 2050.

Findings from this task will be summarized in a benchmarking technical memorandum, which will document the literature review, identify policy gaps, and present recommended updates to align with Vision Zero and national safety best practices. This memorandum will serve as a foundational element of the Safety Action Plan and guide future policy development and implementation.

Task 3 Deliverable:

- Vision Zero Policy
- Benchmarking Technical Memorandum

Task 4: Collision and Roadway Analysis

Task 4.1: Crash Data Analysis

Kimley-Horn will conduct a citywide assessment of the most recent 5-year crash data to identify high frequency crash locations, high risk locations (with elevated critical crash rate (CCR), impaired driving crashes, school-related crashes), and locations with unusual crash patterns (such as high severity, behavioral outliers, and roadway geometry that may be contributing to crashes).

This analysis will be grounded in a Safe Systems Approach and will incorporate statistical network screening methods consistent with the Highway Safety Manual (HSM). These methods are designed to identify locations with crash rates that exceed statistically expected norms, allowing for a focused review of roadway and intersection characteristics that may contribute to elevated risk. The first phase of the screening process will involve developing critical crash rates for roadway segments and intersections throughout the city. Average crash rates will be calculated based on roadway functional classification and intersection control type. These will be compared against thresholds derived from daily traffic volumes to estimate the relative risk at each location. This approach builds upon the concept of High Injury Networks and allows for

the identification of both high-volume corridors and lower-classification roadways that may present systemic safety concerns.

The second phase focuses on crash type overrepresentation. Kimley-Horn will analyze the distribution of crash types across the city's roadway network and compare them to expected patterns based on functional classification and control type. This analysis will highlight locations with disproportionately high occurrences of specific crash types, including:

- Fatal crashes
- Fatal + serious injury crashes
- Broadside crashes
- Single vehicle crashes (run off road, fixed object, other)
- Head-on crashes
- Rear-end crashes
- Sideswipe crashes
- Bicycle crashes
- Pedestrian crashes
- Wet/slippery road crashes
- Nighttime crashes
- Crashes involving alcohol/drugs
- Crashes involving driver inattention
- Crashes involving speeding/aggressive driving

Based on this analysis, Kimley-Horn will compile a comprehensive inventory of roadway segments and intersections with three or more crashes, ranked by total crash frequency in accordance with Local Roadway Safety Manual guidance. This inventory will inform the identification of priority locations for further evaluation and potential project development. These locations will be referenced in the Emphasis Areas section of the Plan and will serve as candidates for future Highway Safety Improvement Program (HSIP) or Safe Streets and Roads for All (SS4A) grant applications. The analysis will also support the identification of systemic risk factors and the development of appropriate countermeasures.

To communicate key findings, Kimley-Horn will prepare a series of visual exhibits illustrating citywide crash locations, primary collision factors, high-injury intersections and segments, crash severity, time of-day trends, and involvement of bicyclists and pedestrians.

Kimley-Horn will develop and submit a list of the top 25 intersections (signalized and unsignalized) and segments and resulting crash data. List will include calculated critical crash rates and equivalent property damage only, in addition to the summary of the above listed crash data. This list will be used to not only identify priority locations that has experienced ahigh number of crashes, but also to identify other locations with similar risk factors. This list of priority locations will consider locations in which safety improvements were already constructed or have planned/programmed projects.

Task 4.2: High Injury Network
Kimley-Horn will develop a HIN for Gilroy, identifying roadway segments and intersections with the highest concentrations of fatal and serious injury crashes across all travel modes—pedestrians, bicyclists, and motorists. This analysis will build on the crash data compiled in Task 4.1 and will focus on isolating a subset of the roadway network where a majority of severe crashes occur (e.g., more than 50%). The resulting HIN will help the City prioritize geographic areas for targeted safety interventions and systemic improvements. The network will be mapped using GIS and integrated into the Safety Action Plan to support data-driven decision-making and future funding applications.

Task 4.3: Field Review
Kimley-Horn will identify up to five (5) priority locations within the HIN for further evaluation and development of project sheets. These locations will be selected based on crash frequency, severity, unusual patterns, and site-specific conditions that suggest potential for effective mitigation. The evaluation will include identification of multimodal conflict points between vehicles, pedestrians, and bicyclists along roadway segments and intersections within the corridor limits.

To support this effort, Kimley-Horn will conduct two days (half day on weekday and weekend) of field review meetings or walk audits at the selected locations, in coordination with City staff and members of the stakeholder group.

Task 4 Deliverables:
- Crash data analysis summary results
- Crash summary exhibits and maps

Task 5: Emphasis Areas and Countermeasures
Kimley-Horn will analyze the crash data to identify specific focus/challenge areas to guide crash reduction countermeasure strategies. The focus/challenge areas will be compared to the California SHSP, prepared by Kimley-Horn. Our approach is to review all crash severity levels. This provides a richer dataset to review and allows the team to determine factors where crash severity levels are high relative to overall crash numbers.

Based on input received during stakeholder and community engagement (Task 2) and the
focus/challenge areas identified, Kimley-Horn will identify countermeasures starting with those in the Caltrans Local Roadway Safety Manual, FHWA's Proven Safety Countermeasures, Countermeasures that Work published by the U.S. Department of Transportation, and NCHRP Report 500: Guidance for Implementation of the AASHTO Strategic Highway Safety Plan, which have proven strategies to address safety issues seen on City roadways. Measures that support safe and efficient active transportation use will also be strongly considered.

Kimley-Horn will develop a customized safety countermeasure toolbox comprised of engineering countermeasures that can be implemented at intersections and roadway segments. The toolbox will include the recommended countermeasures along with corresponding crash modification factor (CMF), crash reduction factor (CRF), funding eligibility, and implementation costs. Kimley-Horn will also determine systemic improvements that can be implemented city-wide to address focus areas.

Task 5 Deliverable:

- Countermeasure toolbox

Task 6: Project Identification, Evaluation, and Prioritization

Task 6.1: Implementation and Prioritization Strategy

Kimley-Horn will develop an implementation strategy to guide the City of Gilroy in developing implementation timelines for priority projects identified. This strategy will include a phased timeline—organized into near-term, mid-term, and long-term actions—to help the City align its efforts with its Vision Zero target date.

Kimley-Horn will identify opportunities for funding and implementation of the recommended priority projects through existing City maintenance programs and external grant sources. Potential funding mechanisms may include, but are not limited to, SB1, Caltrans Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), Safe Streets and Roads for All (SS4A), Office of Traffic Safety (OTS), and other applicable state and federal programs. The strategy will also include recommendations for updates to City design standards to better reflect current safety best practices
and support long-term implementation of Vision Zero principles.

All recommended projects, including non-engineering strategies (i.e. policy and process changes), will be summarized in a comprehensive implementation matrix, which will be incorporated into the Safety Action Plan. This matrix will provide a clear and actionable framework for tracking progress, securing funding, and coordinating across departments and agencies.

Task 6.2: Priority Project Development

Kimley-Horn will identify recommended site-specific improvements and safety countermeasures at up to 25 priority locations identified in Task 5. In addition to developing a list of priority project locations and safety countermeasures, we will develop concept exhibits utilizing high resolution aerial imagery (i.e. NearMaps) to present recommended safety countermeasures.

Additionally, Kimley-Horn will prepare planning-level cost estimates for implementation of proposed safety improvements along the priority locations.

Task 6 Deliverables:

- Actions and strategies matrix

- Priority project improvements exhibits
- Planning level cost estimates

Task 7: Draft and Final Safety Action Plans

Task 7.1: Draft Safety Action Plan

Kimley-Horn will prepare a draft Comprehensive Roadway Safety Action Plan to document the findings of the previous tasks. The draft Plan will satisfy the SS4A criteria for a comprehensive safety action plan for implementation funding eligibility. It will summarize the identified needs, safety goals, emphasis areas, and a prioritized list of improvements and activities. It will also identify responsibilities and resources to carry out the plan. The plan will also document the stakeholders and their involvement in the plan's development, as well as a summary of public engagement and outreach activities. It will also contain a strategy for implementing the opportunities identified and a process for monitoring safety outcomes, to determine which strategies are most effective. Finally, the plan will include steps on how it can be evaluated for effectiveness and process for updating it in the future.

Kimley-Horn will provide a summary of the data collection effort in the format of an existing conditions assessment to be included as an appendix to the report, along with supporting electronic or GISbased maps.

The draft report will be submitted to the City for review and comments, and we will assist in circulating the draft plan to members of the project stakeholder group for review. Kimley-Horn will also facilitate a meeting with City staff to review the draft Safety Action Plan. Kimley-Horn will track and collect a consolidated, non-conflicting set of comments from City staff to review and update the report.

Task 7.2: Final Safety Action Plan

Kimley-Horn will respond to one set of consolidated, non-conflicting comments received on the Draft Plan into the Final Safety Action Plan. This document will guide the City's effort to improve transportation safety and reduce the number of incidents and the severity of those incidents on our transportation systems.

The Final Comprehensive Roadway Safety Action Plan will be designed as a living document, with clearly defined methodologies for future updates as new crash data becomes available, projects are completed, and priorities evolve. If requested by the City, Kimley-Horn will support City staff in presenting the Final Plan to the City Council for formal adoption.

Task 7 Deliverables:

- Draft Comprehensive Roadway Safety Action Plan
- Final Comprehensive Roadway Safety Action Plan

EXHIBIT “C”

MILESTONE SCHEDULE

The Consultant will begin work immediately. The Consultant will manage the project so that the schedule established is maitained to the degree it is under their control.

See attached "Project Schedule" in Exhibit C-1.

Exhibit C-1

F. PROJECT SCHEDULE

		2026						2027			
		July	August	September	October	November	December	January	February	March	April
Task 1:	**Detailed Work Plan and Stratergy**										
1.1	Project Management and Work Plan Development										
1.2	Project Kick-off and Coordination Meetings										
Task 2:	**Stakeholder and Community Engagement**										
2.1	Engagement Strategy										
2.2	Stakeholder Engagement										
2.3	Community Engagement										
2.4	City Council Meetings										
Task 3:	**Background Review, Plan Vision, Goals, and Objectives**										
	Literature Review of Existing Planning Documents										
	Plan Vision, Goals and Objectives										
Task 4:	**Collision and Roadway Analysis**										
4.1	Crash Data Analysis										
4.2	High Injury Network										
4.3	Field Review										
Task 5:	**Emphasis Areas and Countermeasures**										
	Identification of Challenge Areas										
	Countermeasure Development										
Task 6:	**Project Identification, Evaluation, and Prioritization**										
6.1	Identification and Priority Projects										
6.2	Priority Project Development										
Task 7:	**Draft and Final Safety Action Plans**										
7.1	Draft Local Roadway Safety Plan										
7.2	Final Local Roadway Safety Plan										

Kickoff Meeting · Coordination Meetings · City Review Period · City Council Meetings · Stakeholder Meeting · Community Engagement Meetings · Online Survey

EXHIBIT “D”

PAYMENT SCHEDULE

The cost for services rendered under this agreement will not exceed $237,117.25. Billing will be conducted monthly.

The following are budgedted costs for each task as outlined in Exhibit "B" Scope of Services:

Task 1 - Detailed Work Plan and Strategy - $30,400.83

Task 2 - Stakeholder and Community Engagement - $50,254.74

Task 3 - Background Review, Plan Vision, Goals, and Objectives - $8,134.34

Task 4 - Collision and Roadway Analysis - $44,583.71

Task 5 - Emphasis Areas and Countermeasures - $24,907.34

Task 6 - Project Identification, Evaluation, and Prioritization - $25,089.68

Task 7 - Draft and Final Safety Action Plans - $43,650.86

Other Direct Costs - $10,095.75

Total not to exceed: $237,117.25

CITY OF GILROY
Safety Action Plan

197.39%	Overhead%		Kimley-Horn and Associates, Inc.									
		Name	Mike Colety	Frederik Venter	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Project Support	TOTAL HOURS	TOTAL COST
196.29%	Overhead% w/o FCCM	Category/Title	Principal-in-Charge	Project Manager								
10%	Fee%	Direct Rate	$133.12	$144.38	$116.84	$97.20	$77.98	$63.01	$53.59	$48.29		
		Billing Rate	$435.33	$472.15	$382.09	$317.86	$255.01	$206.05	$175.25	$157.92		
Task 1	**Detailed Work Plan and Strategy**		**2**	**16**	**20**	**20**			**32**	**15**	**105**	**$ 30,400.83**
1.1	Project Management and Work Plan Development		2	8	8	8			22	15	63	$ 16,471.72
1.2	Project Kickoff and Coordination Meetings			8	12	12			10		42	$ 13,929.11
Task 2	**Stakeholder and Community Engagement**			**15**	**24**	**24**		**54**	**87**		**204**	**$ 50,254.74**
2.1	Engagement Strategy			1	4			6	8		19	$ 4,638.83
2.2	Stakeholder Engagement			4	8	8		10	14		44	$ 12,002.25
2.3	Community Engagement			6	12	12		38	65		133	$ 30,453.61
2.4	City Council Meetings			4		4					8	$ 3,160.05
Task 3	**Background Review, Plan Vision, Goals, and Objectives**		**1**		**2**	**2**	**7**	**10**	**14**		**36**	**$ 8,134.34**
3.1	Literature Review					2	2	4	6		14	$ 3,021.46
3.2	Safety Policy Recommendations		1		2		5	6	8		22	$ 5,112.88
Task 4	**Collision and Roadway Analysis**		**2**	**11**	**14**	**22**		**59**	**80**		**188**	**$ 44,583.71**
4.1	Crash Data Analysis		1	2	8	6		32	60		109	$ 23,452.23
4.2	High Injury Network		1	1	6	6		13	20		47	$ 11,290.89
4.3	Field Review			8		10		14			32	$ 9,840.59
Task 5	**Emphasis Areas and Countermeasures**			**3**	**12**	**22**		**34**	**28**		**99**	**$ 24,907.34**
5.1	Identify Focus/Challenge Areas			1	2	4		8			15	$ 4,156.22
5.2	Countermeasure Toolbox			1		4		6	10		21	$ 4,732.42
5.3	Identify Priority Projects			1	10	14		20	18		63	$ 16,018.70
Task 6	**Project Identification, Evaluation, and Prioritization**			**8**	**2**	**10**	**18**	**28**	**40**		**106**	**$ 25,089.68**
6.1	Implementation and Prioritization Strategy			2	2	4	10	8			26	$ 7,178.46
6.2	Priority Project Development			6		6	8	20	40		80	$ 17,911.22
Task 7	**Draft and Final Safety Action Plans**		**2**	**6**	**12**	**20**	**20**	**50**	**65**	**14**	**189**	**$ 43,650.86**
7.1	Draft Safety Action Plan		1	4	6	12	20	40	45	8	136	$ 30,922.75
7.2	Final Safety Action Plan		1	2	6	8		10	20	6	53	$ 12,728.10
		TOTAL HOURS	**7**	**59**	**86**	**120**	**45**	**235**	**346**	**29**	**927**	
		Subtotal Labor:	**$3,047.29**	**$27,856.85**	**$32,859.65**	**$38,143.50**	**$11,475.42**	**$48,422.85**	**$60,636.32**	**$4,579.61**		**$ 227,021.50**
	Other Direct Costs											**$ 10,095.75**
	Escalation											$ 7,945.75
	Mileage/Travel											$ 550.00
	Online Survey License (Public Coordinate)											$ 800.00
	Outside Printing											$ 600.00
	Fed Ex/Overnight Delivery/Courier											$ 200.00
		TOTAL COST:										**$ 237,117.25**

ATTACHMENT A – CONTRACT REQUIREMENTS ACKNOWLEDGEMENT

I, Frederik J. Venter, PE, declare as follows:

That I am the Senior Vice President (Title), of Kimley-Horn and Associates, Inc. (Company),

the Consultant making the attached proposal; and that I have read the sample Agreement for Services (Attachment B), including the insurance & indemnification requirements contained therein, and hereby state that I understand and am willing to abide by, and can meet the requirements of the contract, including insurance and indemnification requirements, without modification thereto, should my firm be selected for a project or projects based on my qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule can be established.

I understand that the attached sample agreement is the current version used by the City of Gilroy. The standard agreement for Professional Services is currently being updated, and a new version may be used by the time the agreement resulting from this RFP is executed.

Signed this 23 day of January, 2026

By _____

Title: Frederik J. Venter, PE, Senior Vice President

*Above acknowledgement made with the following exceptions that are based on terms negotiated with the City as part of a recent agreement.

Kimley-Horn has reviewed the sample Agreement for Services and would like to discuss the following modifications, consistent with language on previously executed agreements with the City.

ARTICLE 5. OBLIGATIONS OF CONSULTANT

C. Indemnification of Liability, Duty to Defend

1. As to professional liability, to the fullest extent permitted by law, CONSULTANT shall defend, through counsel approved by CITY (which approval shall not be unreasonably withheld), indemnify and hold harmless CITY, its officers, representatives, agents and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities and expenses, including without limitation attorneys' fees, to the extent arising or resulting directly or indirectly from any willful misconduct or negligent acts, errors or omissions of CONSULTANT or CONSULTANT'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

ARTICLE 8. GENERAL PROVISIONS

K. Time of the Essence

All dates and times referred to in this Agreement are of the essence. CONSULTANT shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the City, third parties, or governmental agencies.

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR FISCAL YEAR 2025-26 TO APPROPRIATE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT FUNDS AND REQUIRED LOCAL MATCH FOR THE COMPREHENSIVE ROADWAY SAFETY ACTION PLAN PROJECT

WHEREAS, the City Council adopted the Fiscal Year 2025-26 Budget for the City of Gilroy; and

WHEREAS, the Federal Highway Administration administers the Safe Streets and Roads for All (SS4A) Program to support local agencies in improving roadway safety and reducing traffic-related fatalities and serious injuries; and

WHEREAS, the City of Gilroy was awarded Fiscal Year 2024 SS4A Grant funding for the development of a Comprehensive Roadway Safety Action Plan; and

WHEREAS, the grant provides reimbursement funding for eligible project costs in an amount not to exceed $189,693.80 and requires a local match contribution of $47,423.45 from the Gas Tax Fund (205); and

WHEREAS, the total project cost is $237,117.25, and the project was not included in the adopted Fiscal Year 2025-26 Budget; and

WHEREAS, appropriating the grant funds and local match will allow the City to proceed with Project No. 801180, Comprehensive Roadway Safety Action Plan; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, **ORDERED AND FOUND** by the City Council of the City of Gilroy, as follows:

1. The foregoing recitals are true and correct.

2. The Fiscal Year 2025-26 Budget is hereby amended to appropriate $189,693.80 in SS4A Grant Funds and $47,423.45 from Gas Tax Fund balance (205), for a total project budget of $237,117.25 for Project No. 801180, Comprehensive Roadway Safety Action Plan.

3. The Fiscal Year 2025-26 Capital Improvement Program is hereby amended to include Project No. 801180, Comprehensive Roadway Safety Action Plan.

PASSED AND ADOPTED this 15th day of JUNE 2026, by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, Date**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Tuesday, XXXXX**

_____
Kim Mancera
City Clerk of the City of Gilroy

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt a Resolution Approving the Plans and Specifications for the Las Animas Park Pickleball Courts Project, Appropriating $499,190 to the Project, and Awarding a Construction Contract to Monterey Peninsula Engineering for an Amount Not to Exceed $1,226,401 with a Total Project Construction Cost Including Contingency of $1,288,000**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Public Works
Submitted by:	John Doughty, Public Works Director
Prepared by:	Julie Oates, Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the Las Animas Park Pickleball Courts Project No. 26-PW-305, appropriating $155,000 from the Facilities Fund (615) and $344,190 from the Recreation Fund (290) to the project budget, awarding a construction contract to Monterey Peninsula Engineering for an amount not to exceed $1,226,401, establishing a 5% contingency for a total construction contract amount not to exceed $1,288,000, authorizing the City Administrator to execute the construction contract, and authorizing staff to approve any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the project construction amount.

EXECUTIVE SUMMARY

In spring of 2025, the City Council committed to the construction of the City's first ever stand-alone pickleball courts. On the recommendation of the Parks and Recreation Commission, the City Council concurred with locating the courts at Las Animas Veterans Park (400 Mantelli Drive). At the direction of the City Council, staff initiated preparation of plans and specifications and formal bid for a six (6) court project located

just west of the Las Animas Dog Park.

The project was released for bids on April 10, 2026. Bids were received from six contractors on May 14, 2026. All bids exceeded the concept level cost estimates as well as 100-percent level cost estimates. Staff is requesting appropriation of $155,000 from the Facilities Fund (615) and $344,190 from the Recreation Fund (290) to the Project budget to permit the award of a construction contract to Monterey Peninsula Engineering, the lowest responsive and responsible bidder with a total base bid of $1,226,401.

BACKGROUND

The Las Animas Park Pickleball Courts Project is located at Las Animas Veterans Park at 400 Mantelli Drive. Over the last several years, the community has conveyed its interest in seeing the City construct public pickleball courts to meet the growing demand within Gilroy. The Parks and Recreation Commission included the development of pickleball courts in their FY26 and FY27 work program which was presented to the City Council in conjunction with the budget. Pickleball was identified by the Commission as a priority park improvement with a recommended location at Las Animas Veterans Park.

On June 2, 2025, the City Council adopted the Biennial budget with the inclusion of $862,500 in the FY26 Capital Budget for design and construction of pickleball courts at Las Animas Veterans Park. On June 17, 2025, the Parks and Recreation Commission, by consensus, recommended placement of the pickleball courts between the Community Room Building and the dog park at Las Animas Park.

On September 16, 2025, staff presented an update to the Parks and Recreation Commission. Planning Commissioners were in favor of constructing the project at Las Animas Veterans Park and expressed a desire to build six pickleball courts. Following the meeting, staff started in-house design of the pickleball courts at the park.

On October 6, 2025 staff sought direction from the City Council on the Las Animas Pickleball Courts Project. At the direction of the City Council, the design included six asphalt pickleball courts, concrete and asphalt pathways, accessible parking space paving, striping and signage, fencing and gates, storm drainage system, stormwater treatment facility, landscaping and irrigation, lighting, and site furnishings. The bid included bid alternates for this project. The bid alternates are: conventionally reinforced concrete slab; chain link fence 6’ high; covered cabana bench (3 EA); wind screen 8’ high; and, wind screen 6’ high. The covered cabana benches and windscreens were identified as items that could be purchased and installed separately following community fundraising.

As part of the project design, fence post and footing sizes were increased to accommodate future windscreens being installed. Although this is a slightly larger cost now, future costs to remove existing footings and fencing to install footings and a fence

that can accommodate windscreens would be significantly more money. The pickleball community is encouraged to initiate raising of funds for items that are not included as part of this project.

Design was completed, and the project was released for bids on April 10, 2026. The plans and specifications, as edited by bid addendums, are attached. Bids were received from six contractors on May 14, 2026, as follows:

Contractor Name	Base Bid
Monterey Peninsula Engineering	$1,226,401.00
Radius Earthwork	$1,251,388.66
Guerra Construction	$1,327,360.00
Silicon Valley Paving	$1,330,329.60
Galeb Paving	$1,377,600.00
Ram-Con Corporation	$1,612,464.17

See Attachment 1 for a table of the contractors' bids with bid alternates. All bids exceeded early project cost estimates.

The lowest bid determination as specified in the project specifications shall be based upon the base bid. Based upon an evaluation of bid documents received, MPE was found to be the lowest responsive and responsible bidder with a total base bid of $1,226,401.00. MPE has satisfactorily completed similar construction projects as the Las Animas Park Pickleball Courts Project in the Central Coast and South Bay regions.

ANALYSIS

The proposed construction contract with MPE is for a not to exceed amount of $1,226,401. In addition, a construction contract contingency of 5%, or $61,599, is required for expenses from unforeseen issues that may arise during construction. Other expenses that have already been approved for the Las Animas Park Pickleball Courts Project are approximately $61,690, including surveying, geotechnical, electrical and lighting design, landscaping and irrigation design, and civil constructability review.

The total budget remaining for FY26 is approximately $800,810. Engineering needs $12,000 for design services and materials testing during construction. With the aforementioned costs and construction costs, the total costs for the project this fiscal year amount to $1,361,690.

ALTERNATIVES

An alternative to awarding the contract to MPE in the amount of the base bid is to award it in the amount of the base bid plus some or all the bid alternates. This would require appropriating additional funds beyond the staff recommendation. Staff does not recommend this alternative. Some of the bid alternates (windscreens and cabana benches) are not essential to the functionality of the pickleball courts and could be installed at a later date through community fund raising.

Another alternative is to reject all bids and re-advertise the project. Staff does not recommend this option, as it would delay project delivery and is not expected to result in lower bid prices. Overall bids were reasonably close and reflect realistic public bid cost of construction.

FISCAL IMPACT/FUNDING SOURCE

There are not sufficient funds available in the project account to fund the construction contract with MPE, construction contingency, and design services and materials testing during construction. The additional amount needed to fully fund the project is $499,190. Staff recommends an appropriation of $155,000 from the Facilities Fund (615) and $344,190 from the Recreation Fund (290) to fund the project accessibility improvements and remaining project costs.

Original Pickleball Project Budget	$862,500
Design and Related Support Services	($61,690)
MPE Construction Bid	($1,226,401)
Construction Contingency	($61,599)
Design Services During Construction	($12,000)
Budget Shortfall	**($499,190)**
Facilties Fund (615) Appropriation Request	$155,000
Recreation Fund (290) Appropriation Request	$344,190
Budget Shortfall — Appropriation Request Total	**$499,190**

PUBLIC OUTREACH

On June 17, 2025, the Parks and Recreation Commission, by consensus, recommended placement of the pickleball courts between the Community Room Building and the dog park at Las Animas Veterans Park.

On September 16, 2025, staff presented an update to the Parks and Recreation

Commission. The Commissioners were in favor of constructing six pickleball courts.

On October 6, 2025, the City Council provided direction on design elements and confirmed the location for the project.

NEXT STEPS

Upon City Council approval, the contract will be executed, and staff will work with the contractor to begin construction and engage with consultants for design support and materials testing during construction.

Attachments:

1. Bids and Bid Alternates
2. Resolution Las Animas Pickleball
3. Conformed Las Animas Park Pickleball Plans
4. Conformed Las Animas Park Pickleball Specifications

Attachment 1
Contractors' Bids with Bid Alternates

	Monterey Peninsula Engineering	Radius Earthwork	Guerra Construction	Silicon Valley Paving	Galeb Paving	Ram-Con Corporation
Base Bid	$ 1,226,401.00	$ 1,251,388.66	$ 1,327,360.00	$ 1,330,329.60	$ 1,377,600.00	$ 1,612,464.17
Bid Alt 1. Conventionally Reinforced Concrete Slab	$ 299,200.00	$ 263,160.00	$ 163,200.00	$ 193,800.00	$ 231,880.00	$ 353,328.00
Bid Alt 2. Chain Link Fence, 6' High	$ 83,200.00	$ 81,057.60	$ 72,800.00	$ 80,600.00	$ 79,300.00	$ 67,324.40
Bid Alt 3. Covered Cabana Bench (3 EA)	$ 30,000.00	$ 24,187.50	$ 20,400.00	$ 15,000.00	$ 23,430.00	$ 23,616.99
Bid Alt 4. Wind Screen 8' High	$ 21,150.00	$ 32,274.90	$ 13,536.00	$ 17,766.00	$ 12,690.00	$ 20,092.50
Bid Alt 5. Wind Screen 6' High	$ 15,865.00	$ 22,179.27	$ 10,312.25	$ 15,865.00	$ 9,519.00	$ 18,371.67

RESOLUTION 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING THE PLANS AND SPECIFICATIONS FOR THE LAS ANIMAS PARK PICKLEBALL COURTS PROJECT AND AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED $1,226,401 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 5% CONTINGENCY OF $1,288,000.

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2025-2026 and 2026-2027, and the City Council carefully examined, considered, and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2025-2026 for the City of Gilroy in the staff report dated June 15, 2026; and

WHEREAS, the Las Animas Park Pickleball Courts Project is an approved City Capital Improvement Project identified in the fiscal year 2025-2026 annual budget; and

WHEREAS, the design was completed on April 10, 2026; and

WHEREAS, the proposed construction of improvements includes construction of six pickleball courts, concrete and asphalt pathways, accessible parking space paving, striping and signage, fencing and gates, storm drainage system, stormwater treatment facility, landscaping and irrigation, lighting, and site furnishings; and

WHEREAS, on April 10, 2026, the project was released for construction bids, and on May 14, 2026, six bids were received from Monterey Peninsula Engineering, Radius Earthwork, Guerra Construction, Silicon Valley Paving, Galeb Paving, and Ram-Con Corporation; and

WHEREAS, Monterey Peninsula Engineering was determined to be the lowest responsive and responsible bid in the amount of $1,226,401; and

WHEREAS, an additional amount of $61,559 contingency, approximately 5% of the contract value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has satisfactorily completed similar construction projects in the Central Coast and South Bay Regions; and

WHEREAS, there are not sufficient funds appropriated in the project account to fund construction, construction contingency, and design services and materials testing during construction; and

WHEREAS, an additional amount of $499,190 is needed to fully fund the project.

WHEREAS, sufficient funds are available within Fund 290 – Recreation and Fund 615 – Facilities to provide the necessary additional appropriations for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gilroy approves the conformed plans and specifications for the Las Animas Park Pickleball Courts project; and

BE IT FURTHER RESOLVED that the City Council of the City of Gilroy authorizes the City Administrator to execute a construction contract with Monterey Peninsula Engineering for an amount not to exceed $1,226,401; and

BE IT FURTHER RESOLVED that the City Council of the City of Gilroy authorizes staff to execute up to an additional 5% contingency for written amendments, extensions, and change orders to the construction contract such that the full construction value may not exceed $1,288,000; and

BE IT FURTHER RESOLVED that the Fiscal Year 2025-2026 Budget is hereby amended to increase appropriations for the Las Animas Park Pickleball Courts project account by a total amount of $499,190. The budget amendment shall consist of appropriating $344,190 from Fund 290 – Recreation fund balance and transferring and appropriating $155,000 from Fund 615 – Facilities for the Las Animas Park Pickleball Courts project.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 15th day of June 2026 by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

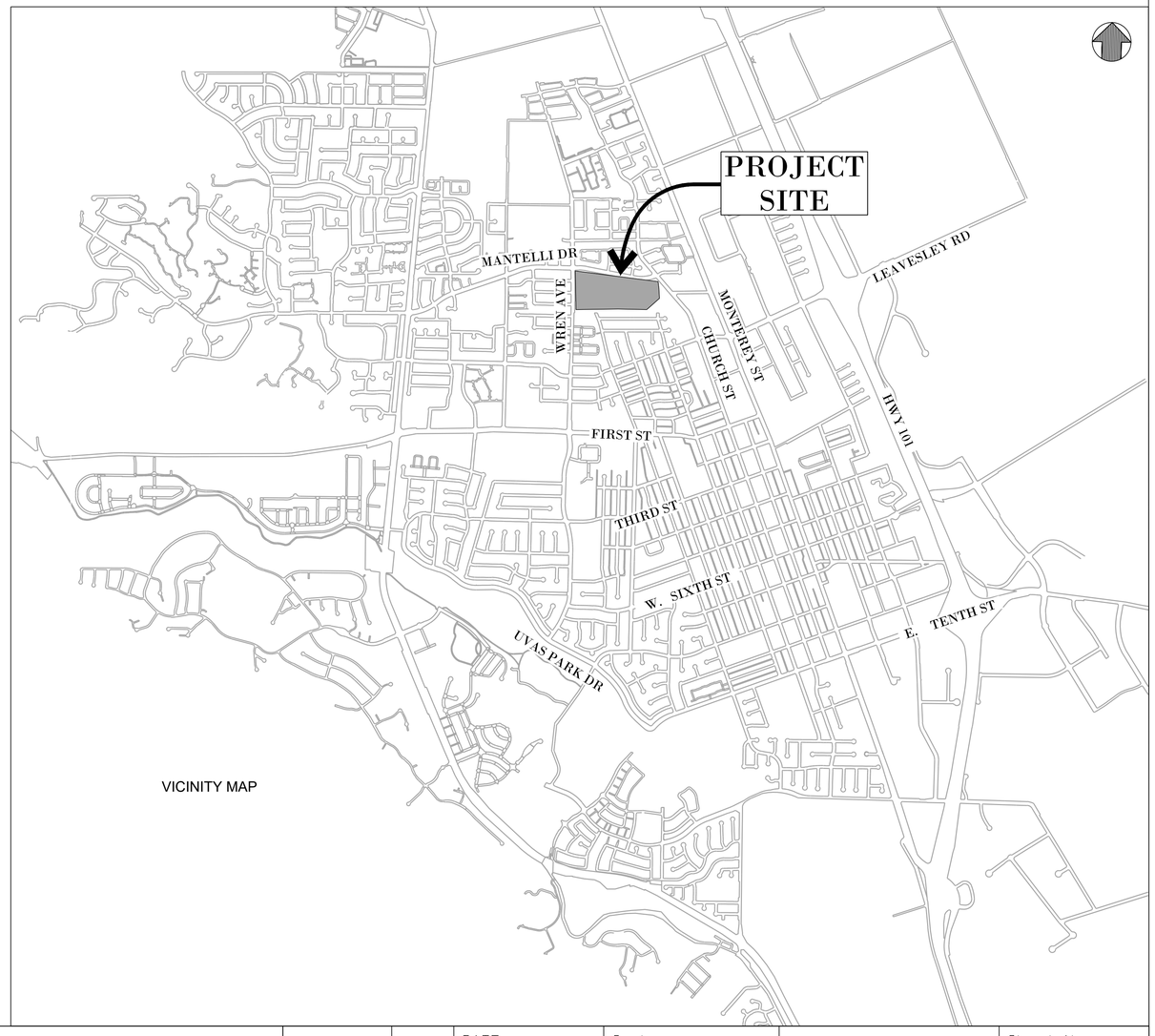
_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

LAS ANIMAS PARK PICKLEBALL COURTS
PROJECT NO. 26-PW-305

DRAWING INDEX		
PAGE #	**SHEET #**	**SHEET NAME**
1	TS-1	TITLE SHEET
2-3	GN01-GN02	GENERAL NOTES
4	DM01	DEMOLITION PLAN
5	MA01	MATERIALS PLAN
6	LA01	LAYOUT PLAN
7	GR01	GRADING PLAN
8	SW01	STORMWATER CONTROL PLAN
9	UT01	UTILITIES PLAN
10	EC01	TEMPORARY EROSION CONTROL PLAN
11	SC01	TEMPORARY CONSTRUCTION FENCING, STAGING, SIGNAGE
12-16	DT01-DT05	SITE DETAILS
17	E003	ELECTRICAL DRAWING SPECIFICATIONS
18	E100	ELECTRICAL SITE PLAN
19	E300	ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES
20	E600	ELECTRICAL DETAILS
21	E601	EXTERIOR LIGHTING CUTSHEETS
22	IR001	IRRIGATION COVER SHEET
23	IR100	IRRIGATION DEMOLITION PLAN
24	IR200	IRRIGATION PLAN
25	PL300	PLANTING PLAN
26-27	LD400-LD401	IRRIGATION AND PLANTING DETAILS



VICINITY MAP

ACCEPTANCE OF PLANS

THE CITY OF GILROY HEREBY ACCEPTS THESE PLANS FOR CONSTRUCTION, AS BEING IN GENERAL COMPLIANCE WITH PLANS PREPARATION REQUIREMENTS OF THIS GOVERNMENT. RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THE PLANS AND RELATED DESIGN RESIDES WITH THE ENGINEER.

APPROVED FOR BIDDING:

REGISTERED PROFESSIONAL ENGINEER NISHA PATEL C72491 Exp. 06-30-26 CIVIL STATE OF CALIFORNIA

5/5/2026

NISHA PATEL, PE — DATE
CITY ENGINEER

USA North 811
811 or 800-642-2444

PROJECT GENERAL NOTE

PROTECT ALL EXISTING UTILITIES IN PLACE.

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

DRAWN BY:	SW	DATE	4/9/2026
DESIGNED BY:	SW	Scale	1"=20'
REVIEWED BY:	WH	PROJECT No.	26-PW-305

LAS ANIMAS PARK PICKLEBALL COURTS

TITLE SHEET

Sheet No. TS01

SHEET 1 OF 27

5/5/2026 10:28:00 PM

K:\Capital Improvement Program\Capital Improvement Projects\- Las Animas Pickleball Improvements\DRAWINGS\Sheets\LAS_ANIMAS_PARK_COVER_SHEET.dwg

GENERAL PROJECT REQUIREMENTS & STANDARDS

1. ALL EXISTING ELEVATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL NOT DESTROY EXISTING PERMANENT SURVEY MONUMENTS. ANY MONUMENTS DESTROYED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CITY OF GILROY STANDARDS AND ANY CALTRANS STANDARDS ATTACHED TO THE PROJECT SPECIFICATIONS, WHICH IS HEREBY MADE A PART OF THESE PLANS. DEVIATIONS FROM THE STANDARDS MUST BE APPROVED BY THE CITY ENGINEER IN WRITING.
4. CONTRACTOR SHALL ONLY USE EQUIPMENT PROVIDED WITH A SPARK ARRESTOR DEVICE TO REDUCE A POTENTIAL FIRE HAZARD.
5. TRENCH SAFETY:
   - 5.1. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY TRENCH SAFETY MEASURES FOR EXCAVATIONS. ALL TRENCH SAFETY MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST CALOSHA GUIDELINES. CONTRACTOR SHALL PROVIDE EVIDENCE OF A CAL–OSHA TRENCHING PERMIT AT THE PRE–CONSTRUCTION MEETING FOR ALL TRENCHING OVER 4 FEET.
6. EXCAVATIONS WITHIN THE PUBLIC RIGHT–OF–WAY SHALL BE BACKFILLED, COMPACTED, AND TEMPORARILY PAVED WITH COLD MIX CUT BACK TYPE A.C. TO ALLOW FOR VEHICULAR AND PEDESTRIAN TRAFFIC PRIOR TO 4:00 P.M. THE USE OF TRENCH PLATES IS ALLOWED, PROVIDED THE CONTRACTOR COVERS ALL EDGES OF THE PLATES WITH COLD MIX MATERIAL. NON–SKID TRENCH PLATES SHALL BE USED IN THE PAVEMENT AREAS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ON A DAILY BASIS, INCLUDING WEEKENDS, THE AMOUNT OF MATERIAL NECESSARY TO MAINTAIN THE TRENCH SURFACE FLUSH WITH THE EXISTING STREET OR SIDEWALK. IN ADDITION, THE CONTRACTOR SHALL RESPOND TO AND CORRECT SHIFTING TRENCH PLATES REGARDLESS OF THE TIME OF DAY. IF CONTRACTOR FAILS TO CORRECT SINKING BACKFILL MATERIAL OR SHIFTING TRENCH PLATES IN A TIMELY MANNER, CITY SHALL RESERVE THE RIGHT TO CORRECT THE PROBLEM AND BACK CHARGE THE CONTRACTOR.
7. STREETS:
   - 7.1. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CAL–TRANS) STANDARD SPECIFICATIONS AND SHALL CONFORM TO THE MINIMUM STANDARDS AND/OR SPECIFICATIONS OF ANY APPLICABLE LOCAL, STATE, OR FEDERAL GOVERNING CODES.
   - 7.2. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND SERVICES BEFORE COMMENCING WORK. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE CITY. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811/1–800–227–2600 A MINIMUM OF 2 WORKING DAYS PRIOR TO ANY DEMOLITION OR EXCAVATION UPON COMPLETION OF USA MARKING OPERATIONS, CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON–SITE FOR REFERENCE FOR DURATION OF CONTRACT. NOTIFY THE CITY IMMEDIATELY SHOULD CONFLICTS ARISE AND REDIRECT WORK TO AVOID DELAY.
   - 7.3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FEATURES ON AND ADJACENT TO THE PROJECT SITE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR, AT NO ADDITIONAL COST, ALL DAMAGE RESULTING FROM CONSTRUCTION OPERATIONS OR NEGLIGENCE. ALL REPAIRS SHALL BE MADE TO AN "AS–WAS" OR BETTER CONDITION PER THE DISCRETION OF THE CITY ENGINEER.
   - 7.4. CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL MEASURES IN CONFORMANCE WITH THE STANDARD CONSTRUCTION PRACTICES AS REQUIRED TO PROTECT THE PROJECT AND/OR ADJACENT PROPERTIES FROM DAMAGES DUE TO NATURAL OR MAN–MADE EROSIVE FORCES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING DAMAGES OR DAMAGED AREAS TO AN "AS–WAS" OR BETTER CONDITION IF IT CAN BE REASONABLY CONSTRUED THAT SUCH DAMAGES WERE DUE TO THE CONTRACTORS CONSTRUCTION ACTIVITY OR LACK OF AMPLE PROTECTIVE MEASURES.
   - 7.5. CONTRACTOR SHALL DILIGENTLY STRIVE TO PROTECT THE PROJECT SITE AND ALL CONSTRUCTION MATERIALS FROM VANDALISM DAMAGE UNTIL PROJECT FINAL ACCEPTANCE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES AND/OR LOSSES DUE TO VANDALISM UNTIL PROJECT FINAL ACCEPTANCE.
   - 7.6. CONTRACTOR SHALL IMPLEMENT A SAFETY PROGRAM AND DILIGENTLY PROTECT WORKERS AND THE PUBLIC FROM INJURY DUE TO ANY CONSTRUCTION ACTIVITY. PROTECTIVE MEASURES SHALL CONFORM TO THOSE DESCRIBED IN CAL–TRANS STATE SPECIFICATION SECTION 7–1.09 "PUBLIC SAFETY" AT A MINIMUM.
   - 7.7. CONTRACTOR SHALL PROVIDE DRINKING WATER AND PORTABLE RESTROOM FACILITIES FOR WORKER USE DURING CONSTRUCTION AT CONTRACTOR EXPENSE.
   - 7.8. ALL PERMANENT STREET NAME SIGNS SHALL BE INSTALLED IMMEDIATELY AFTER THE CURB AND GUTTER CONSTRUCTION IS COMPLETED.
8. CONSTRUCTION MANAGEMENT:
   - 8.1. DURING EARTH–MOVING, GRADING, AND CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL IMPLEMENT THE FOLLOWING MEASURES AT THE CONSTRUCTION SITE:
     - 8.1.1. LOCATE STATIONARY NOISE–GENERATING EQUIPMENT AS FAR AS POSSIBLE FROM SENSITIVE RECEPTORS WHEN SENSITIVE RECEPTORS ADJOIN OR ARE NEAR A CONSTRUCTION PROJECT AREA;
     - 8.1.2. EQUIP ALL INTERNAL COMBUSTION ENGINE DRIVEN EQUIPMENT WITH INTAKE AND EXHAUST MUFFLERS THAT ARE IN GOOD CONDITION AND APPROPRIATE FOR THE EQUIPMENT;
     - 8.1.3. PROHIBIT ALL UNNECESSARY IDLING OF INTERNAL COMBUSTION ENGINES;
     - 8.1.4. UTILIZE QUIET MODELS OF AIR COMPRESSORS AND OTHER STATIONARY NOISE SOURCES WHERE TECHNOLOGY EXISTS; AND
     - 8.1.5. DESIGNATE A DISTURBANCE COORDINATOR' WHO WOULD BE RESPONSIBLE FOR RESPONDING TO ANY COMPLAINTS ABOUT CONSTRUCTION NOISE. THE DISTURBANCE COORDINATOR WILL DETERMINE THE CAUSE OF THE NOISE COMPLAINT (E.G. BAD MUFFLER, ETC.) AND WILL REQUIRE THAT REASONABLE MEASURES BE IMPLEMENTED TO CORRECT THE PROBLEM.
   - 8.2. DURING EARTH–MOVING, GRADING, AND CONSTRUCTION ACTIVITIES, DEVELOPER SHALL IMPLEMENT THE FOLLOWING BASIC CONTROL MEASURES AT THE CONSTRUCTION SITE:
     - 8.2.1. ALL EXPOSED SURFACES (E.G. PARKING AREAS, STAGING AREAS, SOIL PILES, GRADED AREAS, AND UNPAVED ACCESS ROADS) SHALL BE WATERED TWO TIMES PER DAY;
     - 8.2.2. ALL HAUL TRUCKS TRANSPORTING SOIL, SAND, OR OTHER LOOSE MATERIAL SHALL BE COVERED;
     - 8.2.3. ALL VISIBLE MUD OR DIRT TRACKED SHALL BE REMOVED USING WET POWER VACUUM STREET SWEEPERS AT LEAST ONCE PER DAY. THE USE OF DRY POWER SWEEPING IS PROHIBITED;
     - 8.2.4. IDLING TIMES SHALL BE MINIMIZED EITHER BY SHUTTING EQUIPMENT OFF WHEN NOT IN USE OR REDUCING THE MAXIMUM IDLING TIME TO 5 MINUTES (AS REQUIRED BY THE CALIFORNIA AIRBORNE TOXICS CONTROL MEASURE TITLE 13, SECTION 2485 OF CALIFORNIA CODE OF REGULATIONS [CCR]);
     - 8.2.5. ALL CONSTRUCTION EQUIPMENT SHALL BE MAINTAINED AND PROPERLY TUNED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED BY A CERTIFIED VISIBLE EMISSIONS EVALUATOR; AND
9. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, CITY, AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER.
10. EXCAVATION SHALL BE ADEQUATELY SHORED, BRACED, AND SHEETED SO THAT THE EARTH WILL NOT SLIDE OR SETTLE AND SO THAT ALL EXISTING IMPROVEMENTS OF ANY KIND WILL BE FULLY PROTECTED FROM DAMAGE. ANY DAMAGE RESULTING FROM A LACK OF ADEQUATE SHORING, BRACING, AND SHEETING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND HE SHALL EFFECT NECESSARY REPAIRS OR RECONSTRUCTION AT HIS OWN EXPENSE. WHERE THE EXCAVATION FOR A CONDUIT, TRENCH, AND/OR STRUCTURE IS FIVE FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING, SHORING, AND BRACING, OR EQUIVALENT METHOD, FOR THE PROTECTION OF LIFE, OR LIMB, WHICH SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL ALWAYS COMPLY WITH OSHA REQUIREMENTS.
11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE PLANS FROM THE APPROPRIATE AGENCIES.
12. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND MATERIAL BASIS, AND PAID BY THE CONTRACTOR.
13. STATIONING HERON IS ALONG STREET CENTERLINE UNLESS OTHERWISE SHOWN OR INDICATED.
14. ALL RETURN RADII AND CURB DATA ARE TO FACE OF CURB.
15. LENGTHS OF SANITARY SEWERS AND STORM DRAINS ARE HORIZONTAL DISTANCES FROM CENTER TO CENTER OF STRUCTURES, ROUNDED OFF TO THE NEAREST FOOT.
16. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 2 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (USA) AT 1–800–227–2600. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS, INDICATED IN THE FIELD BY LOCATING SERVICES, OR EVIDENCED BY FACILITIES VISIBLE AT OR ADJACENT TO THE JOB SITE. ANY ADDITIONAL COST INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY LOCATIONS AND SIZES OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION SHALL BE BORNE BY THE CONTRACTOR AND IS DEEMED INCLUDED AND MERGED IN THE CONTRACT UNIT PRICE.
17. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER AT THE CONTRACTOR'S SOLE EXPENSE.
18. ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY, INCLUDING FEES, BONDS, PERMITS, AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE UTILITY COMPANY. THE CONTRACTOR SHALL PAY THE COST OF ALL SUCH RELOCATION WORK INCLUDING FEES, BONDS, PERMITS, ETC.
19. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NPDES REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.
20. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL GAS, ELECTRICAL, AND TELEPHONE FACILITIES WITH THE UTILITY COMPANIES. THE SCHEDULE OF THIS WORK SHALL BE PROVIDED TO THE PUBLIC WORKS INSPECTOR.
21. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER. NON–AUTHORIZED WORK WILL BE SUBJECT FOR REMOVAL AT THE CONTRACTORS SOLE EXPENSE.
22. DISCOVERY OF CONTAMINATED SOILS:
    - 22.1. IF CONTAMINATED SOILS ARE DISCOVERED, THE DEVELOPER WILL ENSURE THE CONTRACTOR EMPLOYS ENGINEERING CONTROLS AND BEST MANAGEMENT PRACTICES (BMPs) TO MINIMIZE HUMAN EXPOSURE TO POTENTIAL CONTAMINANTS. ENGINEERING CONTROLS AND CONSTRUCTION BMPs WILL INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
      - 22.1.1. CONTRACTOR EMPLOYEES WORKING ON–SITE WILL BE CERTIFIED IN OSHA'S 40–HOUR HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (HAZWOPER) TRAINING.
23. CONTRACTOR WILL STOCKPILE SOIL DURING DEVELOPMENT ACTIVITIES TO ALLOW FOR PROPER CHARACTERIZATION AND EVALUATION OF DISPOSAL OPTIONS.
24. CONTRACTOR WILL MONITOR AREA AROUND CONSTRUCTION SITE FOR FUGITIVE VAPOR EMISSIONS WITH APPROPRIATE FIELD SCREENING INSTRUMENTATION.
25. CONTRACTOR WILL WATER/MIST SOIL AS IT IS BEING EXCAVATED AND LOADED ONTO TRANSPORTATION TRUCKS.
26. CONTRACTOR WILL PLACE ANY STOCKPILED SOIL IN AREAS SHIELDED FROM PREVAILING WINDS.
27. CONTRACTOR WILL COVER THE BOTTOM OF EXCAVATED AREAS WITH SHEETING WHEN WORK IS NOT BEING PERFORMED.
28. TRENCH DEWATERING MAY BE REQUIRED DUE TO GROUNDWATER INFILTRATION. DEWATERING SHALL BE DONE PER ANY GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND AS APPROVED BY THE ENGINEER.
29. CERTIFICATION OF THE DESIGN AND CONSTRUCTION OF ALL RETAINING WALLS BY THE RESPONSIBLE DESIGN PROFESSIONAL IS REQUIRED PRIOR TO PROJECT ACCEPTANCE. ALL RETAINING WALLS MUST BE CONSTRUCTED OF PERMANENT MATERIALS SUCH AS CONCRETE OR MASONRY, AND SHALL BE OF MODULAR DESIGN; WOOD SHALL NOT BE PERMITTED.
30. CONTRACTOR SHALL OBTAIN PERMISSION LETTER PRIOR TO ACCESS OF ADJACENT PROPERTY.
31. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND ADEQUACY OF THE DESIGN CONTAINED HEREIN.
32. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
33. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE CITY'S REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS.
34. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AND WORKER SAFETY IN ACCORDANCE WITH LATEST CALTRANS, CA MUTCD, AND CAL–OSHA SPECIFICATIONS.
35. IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION WORK, ALL WORK WITHIN ONE HUNDRED (100) FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE REGISTER OF PROFESSIONAL ARCHAEOLOGISTS (RPA) AND/OR SOCIETY FOR CALIFORNIA ARCHAEOLOGY (SCA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND APPROPRIATE MITIGATION MEASURES ARE DETERMINED AND IMPLEMENTED.
36. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.
37. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A COMPLETE AND CURRENT COPY OF THE APPROVED PLAN ON THE JOB SITE AT ALL TIMES.
38. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
39. THE LOCATION OF SURFACE UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE TO IDENTIFY THE EXACT LOCATION OF SURFACE UTILITIES. THIS IDENTIFICATION SHALL BE VERIFIED AND COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY AS REQUIRED. CALL U.S.A (UNDERGROUND SERVICE ALERT) FOR UTILITY LOCATION QUESTIONS AT LEAST 48 HOURS BEFORE DIGGING. PHONE 1–800–642–2444 (OR DIAL 811).
40. ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS, DETECTOR HANDHOLES, AND UTILITY BOXES WITHIN THE CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER.
41. ALL EXISTING STREET SURFACE FEATURES (MANHOLES, CLEAN–OUTS, MONUMENTS, STRIPING, PAVEMENT MARKINGS, ETC.) SHALL BE REFERENCED BY THE CONTRACTOR PRIOR TO THE START OF ANY WORK.
42. CONTRACTOR SHALL PROVIDE A TWO (2) WEEK ADVANCE NOTICE AND 72–HOUR ADVANCE NOTICE TO PROPERTY OWNERS AND RESIDENTS PRIOR TO COMMENCING CONSTRUCTION WORK. NOTIFICATION TO BE BY LETTER AND SHALL BE APPROVED BY THE ENGINEER.
43. ALL TRAFFIC STRIPING AND PAVEMENT MARKING LAYOUT WORK IS SUBJECT TO APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION OF FINAL STRIPING AND PAVEMENT MARKINGS.
44. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS.
45. PROPOSED IMPROVEMENTS IDENTIFIED HEREIN SHALL BE SUPPLEMENTED BY THE CITY STANDARD PLANS AND SPECIFICATIONS AND THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS.
46. ALL PAVEMENT MARKINGS AND STRIPING WITHIN THE LIMITS OF WORK OR OTHER AREAS AS NOTED ON THE PLANS SHALL BE REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH THE LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS AND PROJECT SPECIFICATIONS. PAVEMENT STRIPING AND MARKINGS SHALL NOT BE PLACED ON MANHOLES, VALVES, ANODES, AND DETECTOR HANDHOLES.
47. THE CONTRACTOR SHALL SUBMIT A PROPOSED HAUL ROUTE AND SHALL NOT BEGIN HAULING UNTIL RECEIVING WRITTEN APPROVAL OF THE PROPOSED HAUL ROUTE FROM THE CITY.
48. DUST CONTROL – THE CONTRACTOR SHALL CONTROL DUST TO THE MAXIMUM EXTENT PRACTICABLE. MEETING OR EXCEEDING REQUIREMENTS ESTABLISHED BY THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS.
49. SAFETY MEASURES – AT ALL TIMES, INCLUDING NON–WORKING HOURS, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, CONTRACTOR'S OPERATIONS AND/OR MATERIALS AND EQUIPMENT STORED IN THE STAGING AREAS, INCLUDING SAFETY OF PERSONS AND PROPERTY, AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEW OF THE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
50. CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A SWPPP, IF NECESSARY, FOR APPROVAL BY THE ENGINEER. CONTRACTOR SHALL IMPLEMENT THE SWPPP THROUGHOUT THE DURATION OF THE PROJECT, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS.
51. ALL EXISTING CURBS, GUTTERS, SIDEWALKS, AND DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE REPLACED WITHIN FIVE (5) CALENDAR DAYS AFTER THEIR REMOVAL, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
52. WHERE PRACTICABLE AS DETERMINED BY THE CITY, THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS ALONG WALKWAYS, INCLUDING PUBLIC SIDEWALKS, AT ALL TIMES. THE CITY'S PUBLIC WORKS INSPECTOR MUST APPROVE SIDEWALK CLOSURES IN ADVANCE. WALKWAYS SHALL BE REOPENED AT THE END OF EACH WORKING DAY. WELL COMPACTED BASE ROCK MAY BE USED AS A TEMPORARY WALKING SURFACE.
53. THE CITY MUST APPROVE CONCRETE FORMS BEFORE THE POURING OF CONCRETE. CONCRETE POURED PRIOR TO APPROVAL IS SUBJECT TO REJECTION AND REMOVAL.
54. CURB RAMPS SHALL BE REPLACED BY SAWCUTTING ALONG SCORE MARKS, THEN REMOVING AND REPLACING THE ENTIRE WIDTH OF THE SIDEWALK OVER 4" AGGREGATE BASE AND INSTALLING NO. 4 DOWELS (9" MAXIMUM LENGTH) AT 3' ON CENTER, PER THE STANDARD PROVISIONS. THE DOWELS ARE TO BE DRILLED 3" INTO THE EXISTING CURB AND REMAINING SIDEWALK AND EPOXIED INTO PLACE
55. IF THERE ARE TREE ROOTS PRESENT AT LOCATIONS WHERE CONCRETE REPAIRS ARE SPECIFIED, CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER PRIOR TO CUTTING, PRUNING, OR REMOVING TREE ROOTS WHILE PERFORMING CONCRETE REPAIRS. CONTRACTOR SHALL APPLY ROOT CONTROL BARRIERS PRIOR TO PLACING NEW CONCRETE.
56. PAVEMENT CRACKS WITHIN EXISTING PAVEMENT SHALL BE CLEANED AND SEALED AS PER THE REQUIREMENTS OF THE TECHNICAL SPECIFICATIONS.
57. FOR EXCAVATIONS WITHIN PAVED AREAS THAT ARE MORE THAN 8 FEET WIDE, THE AC SURFACING SHALL BE INSTALLED WITH AN AC PAVING MACHINE.
58. PAVEMENT STRIPING DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN KIND BY THE CONTRACTOR, UNLESS OTHERWISE INDICATED ON THE PLANS OR DIRECTED BY THE ENGINEER.
59. CONTRACTOR SHALL CONTACT THE VTA GENERAL BUS STOP HOTLINE AT (408) 321–5800 OR VIA EMAIL AT BUS.STOP@VTA.ORG TO COORDINATE IMPACTS TO VTA BUS STOPS. CONTRACTOR SHALL PROVIDE NATURE OF IMPACT AND ESTIMATED NUMBER OF WORKING DAYS. CONTRACTOR MAY BE REQUIRED TO CONSTRUCT TEMPORARY IMPROVEMENTS TO ACCOMMODATE RELOCATING THE BUS STOPS.
60. FOR ANY WORK ON OR ADJACENT TO GARBAGE AND RECYCLING COLLECTION ROUTES, THE CONTRACTOR SHALL ALLOW GARBAGE TRUCKS TO SAFELY PASS THROUGH THE CONTRACTOR'S SITE AT ALL TIMES, UNLESS AN EXCEPTION IS GRANTED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY RECOLOGY (408–842–3358) PRIOR TO COMMENCING CONSTRUCTION OF WORK WITHIN THE COLLECTION SITE.
61. THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS OF PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.
62. THE CONTRACTOR SHALL CONTACT USPS AT (408–842–1354) TO COORDINATE IMPACTS TO MAIL SERVICE
63. FOR ALL WORK ASSOCIATED WITH THIS PROJECT, COMPLY WITH THE FOLLOWING APPLICABLE CODES:

    2025 CALIFORNIA BUILDING CODE
    2025 CALIFORNIA PLUMBING CODE
    2025 CALIFORNIA ELECTRICAL CODE
    2025 CALIFORNIA ENERGY CODE
    2025 CALIFORNIA GREEN BUILDING STANDARDS CODE
64. SITE IMPROVEMENTS SHALL BE FULLY COMPLIANT WITH CBC 11–B.

No.	DATE	BY	REVISIONS

No.	DATE	BY	CITY APPROVALS

REGISTERED PROFESSIONAL ENGINEER — IN OSHA PATH — C72491 — Exp 06-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

DRAWN BY:	SW	DATE	Scale	LAS ANIMAS PARK PICKLEBALL COURTS	Sheet No.
DESIGNED BY:	SW	4/9/2026	NTS		GN01
REVIEWED BY:	WH		PROJECT No. 26-PW-305	GENERAL NOTES	SHEET 2 OF 27

5/5/2026 10:28:00 PM

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PAVEMENT & SURFACE RESTORATION

1. JOINING EXISTING PAVEMENT:

1.1. EXISTING PAVEMENT WHICH IS TO BE JOINED BY NEW PAVEMENT SHALL BE SAW CUT VERTICAL TO PROVIDE STRAIGHT, TRUE AND NEAT JOINTS. OVERLAPPING OF EXISTING PAVEMENT WITHOUT SAW CUTTING OR GRINDING SHALL NOT BE PERMITTED. THE VERTICAL EDGES SHALL BE TACKED PRIOR TO PAVING. TERMINALS OF ALL SURFACING INDICATED ON THE PLANS SHALL JOIN ANY EXISTING SURFACE IN A SMOOTH BUTT JOINT. CONFORM PAVING BY METHOD OF ABRASIVE GRINDING WILL BE ALLOWED UPON APPROVAL OF THE CITY ENGINEER.

2. BACKFILL & COMPACTION:

2.1. BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH CITY STANDARDS.

2.2. JETTING AND/OR FLOODING OF TRENCH BACKFILL MATERIAL WILL NOT BE PERMITTED.

2.3. THE MINIMUM RELATIVE COMPACTION FOR TRENCH BACKFILL, SUBGRADE AND BASE MATERIAL SHALL BE 95% THROUGHOUT THE PROJECT UNLESS RECOMMENDED OTHERWISE IN A SOILS REPORT AND APPROVED BY THE CITY ENGINEER.

2.4. IF SOILS REPORT IS PROVIDED, CONTRACTOR SHALL PROVIDE COMPACTION TEST RESULTS OF THE LIFTS SPECIFIED IN THE SOILS REPORT TO THE CITY ENGINEER FROM A CERTIFIED TESTING LABORATORY AT CONTRACTOR'S EXPENSE.

2.5. ANY AGGREGATE BASE THAT BECOMES CONTAMINATED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH UNCONTAMINATED BASE.

3. TRENCH RESTORATION SHALL BE ACCORDING TO CITY OF GILROY STANDARDS.

4. TACK COAT OF ASPHALT EMULSION, CONFORMING TO THE STANDARD SPECIFICATIONS, SHALL BE APPLIED TO EXISTING ASPHALT CONCRETE SURFACES AND VERTICAL CONCRETE SURFACES TO RECEIVE NEW ASPHALT CONCRETE, AND TO ANY LIFT IN ADVANCE OF SPREADING THE NEXT LIFT.

5. SEAL COAT SHALL BE DILUTED WITH AN EQUAL AMOUNT OF WATER AND APPLIED AT THE RATE OF 0.10 GALLONS PER SQUARE YARD TO THE SURFACE OF ALL NEW ASPHALT CONCRETE PAVEMENT, WHICH SHALL BE FREE OF DUST AND LOOSE MATERIAL PRIOR TO APPLICATION. SEAL COAT SHALL BE APPLIED WITHIN 7 DAYS OF PLACEMENT OF TOP LIFT OF ASPHALT.

6. MATERIALS AND INSTALLATION OF PORTLAND CEMENT CONCRETE CURB, GUTTER, AND SIDEWALK SHALL CONFORM TO SECTION 90, "PORTLAND CEMENT CONCRETE", OF THE STANDARD SPECIFICATIONS, THE CITY STANDARD DETAILS, AND GEOTECHNICAL RECOMMENDATIONS, IF AVAILABLE.

7. ALL VALVE BOXES, GRATES, VAULTS, AND MANHOLES TO BE SET FLUSH WITH FINISHED GRADE UNLESS OTHERWISE NOTED.

8. AGGREGATE BASE SHALL BE CLASS 2 AND SHALL BE SPREAD AND COMPACTED TO CONFORM TO SECTION 26 OF STANDARD SPECIFICATIONS.

9. DAMAGED AC TO BE REPAIRED AS DIRECTED BY CITY ENGINEER AT ANY TIME DURING THE PROJECT.

10. ALL CURB RAMPS SHALL ADHERE TO THE LATEST CALTRANS REVISED STANDARD PLANS. RAISED TRUNCATED DOMES COLOR SHALL BE YELLOW.

UTILITIES

GENERAL UTILITIES

1. TRENCH RESTORATION SHALL BE ACCORDING TO CITY OF GILROY STANDARDS.

2. TRENCH SAFETY:

2.1. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY TRENCH SAFETY MEASURES FOR EXCAVATIONS. ALL TRENCH SAFETY MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST CALOSHA GUIDELINES. CONTRACTOR SHALL PROVIDE EVIDENCE OF A CAL-OSHA TRENCHING PERMIT AT THE PRE-CONSTRUCTION MEETING FOR ALL TRENCHING OVER 4 FEET.

3. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER AT THE CONTRACTOR'S SOLE EXPENSE.

4. ANY RELOCATION OF PUBLIC UTILITIES SHALL BE CONDUCTED IN ACCORDANCE WITH ANY AND ALL REQUIREMENTS OF THE UTILITY COMPANY, INCLUDING FEES, BONDS, PERMITS, AND WORKING CONDITIONS, ETC. THIS WORK SHALL BE DONE AT NO EXPENSE TO THE UTILITY COMPANY. THE OWNER SHALL PAY THE COST OF ALL SUCH RELOCATION WORK INCLUDING FEES, BONDS, PERMITS, ETC.

5. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL GAS, ELECTRICAL, AND TELEPHONE FACILITIES WITH THE UTILITY COMPANIES. THE SCHEDULE OF THIS WORK SHALL BE PROVIDED TO THE PUBLIC WORKS INSPECTOR.

6. TRENCH DEWATERING MAY BE REQUIRED DUE TO GROUNDWATER INFILTRATION. DEWATERING SHALL BE DONE PER ANY GEOTECHNICAL ENGINEER'S RECOMMENDATIONS AND AS APPROVED BY THE ENGINEER.

7. PIPE SHALL BE INSTALLED IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SPECIFICATIONS.

8. SEE MANUFACTURER SPECIFICATIONS REGARDING GAP TOLERANCES.

9. EXISTING LANDSCAPING WITHIN THE AREA OF WORK SHALL BE CAREFULLY REMOVED AND REPLACED IN KIND WITH MINIMAL DAMAGE. LANDSCAPE SOIL SHALL BE REPLACED WHEN DIRECTED BY THE ENGINEER WITH BACKFILL MIX PER THE STATED STANDARD SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

10. THE CONTRACTOR SHALL RETURN THE PRIVATE YARDS, SIDEWALKS, PLANTERS, IRRIGATION SYSTEMS, AND OTHER FACILITIES, PUBLIC OR PRIVATE, DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF THE WORK AND SHALL MAKE A REASONABLE EFFORT TO RESTORE EACH PRIVATE YARD DISTURBED BY THE WORK WITHIN ONE WEEK AFTER THE WORK IS COMPLETE ON THE SAME YARD EXCEPT WHERE THE CITY'S INSPECTOR AGREES THAT FOR CONSTRUCTION REASONS, THE ONE WEEK REQUIREMENT MAY BE EXTENDED. DAMAGED IRRIGATION SHALL BE REPAIRED WITHIN ONE WEEK OF DAMAGE

SANITARY SEWER

11. ALL MANHOLES, SEWER MAINS, AND LATERALS MUST PASS A LEAKAGE TEST AS DESCRIBED IN THE CITY OF GILROY STANDARD DETAILS FOR CONSTRUCTION. AFTER ALL BACKFILL, TESTING, AND PAVEMENT RESTORATION HAS BEEN COMPLETED, THE CONTRACTOR SHALL FLUSH AND CLEAN ALL SEWER LINES 24 INCHES OR LESS IN DIAMETER BY THE WAYNE BALL METHOD. AFTER THE LEAKAGE TEST, BUT PRIOR TO PAVING, A TELEVISION INSPECTION SHALL BE PERFORMED AT ALL LOCATIONS OF NEWLY INSTALLED SEWER MAINS AT CONTRACTOR'S EXPENSE. THE UNDERGROUND CONTRACTOR MUST KEEP AN ACCURATE RECORD OF MANHOLES AND THE DISTANCE BETWEEN THEM AND EACH WYE BRANCH LATERAL, AND THEIR DIRECTION.

12. BEFORE ANY UPSTREAM SEWERS ARE CONSTRUCTED, THE CONTRACTOR SHALL EXPOSE AND VERIFY THE ELEVATION AND LOCATION OF EXISTING SEWER LINES TO BE CONNECTED.

13. ALL SANITARY SEWER PIPE SHALL BE SDR-26 AND PER CITY OF GILROY SPECIFICATIONS. PIPE SHALL BE INSTALLED IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SPECIFICATIONS.

14. SANITARY SEWER LINES SHALL BE CONSTRUCTED WITH A LASER GUIDED DEVICE TO THE ALIGNMENT AND ELEVATIONS SHOWN ON THE PLANS.

15. SANITARY SEWER MANHOLES SHALL BE CONSTRUCTED TO THE STANDARD SPECIFICATIONS AND DETAILS OF THE CITY OF GILROY, STANDARD DETAIL SWR-1 (REVISED).

16. SANITARY SEWER MANHOLE FRAME AND COVER SHALL BE SOUTH BAY FOUNDRY SBF1900BPH DIPPED IN ASPHALT PAINT. SPECIFY "SANITARY SEWER" WHEN PLACING ORDER. SET WEIGHT: COVER 130LBS, FRAME 140LBS.

17. TRENCH SHALL BE CONSTRUCTED PER THE SPECIFICATIONS OF THE CITY OF GILROY. INITIAL BACKFILL SHALL BE COMPACTED WITH LIGHTWEIGHT MECHANICAL TAMPERS OR VIBRATING PLATE COMPACTORS. HEAVY EQUIPMENT SHOULD NOT BE USED TO COMPACT BACKFILL IMMEDIATELY ABOVE THE PIPE. JETTING WILL NOT BE ALLOWED.

18. PRIOR TO PAVING, A TELEVISION INSPECTION SHALL BE PERFORMED OF NEWLY INSTALLED SEWER MAINS AT THE CONTRACTOR'S EXPENSE. THE TELEVISION INSPECTION EQUIPMENT MUST HAVE A GAUGE/SCALE TO BE ABLE TO MEASURE FLOW DEPTHS.

19. A SECOND VIDEO INSPECTION SHALL BE CONDUCTED AFTER PIPE REPAIRS HAVE BEEN COMPLETED.

20. DEFLECTION IN CURVED SEWERS SHALL NOT EXCEED HALF OF THE MANUFACTURES RECOMMENDATIONS.

21. ALL SERVICE LATERALS SHALL BE 4" PVC WITH ONE CLEANOUT PER CITY OF GILROY STANDARD DETAIL SWR-6. ALL SERVICE LATERAL CLEANOUTS SHALL HAVE TRAFFIC RATED LIDS AND BOXES.

WATER LINES

22. ALL WATER LINES SHALL BE INSTALLED WITH LINE AND GRADE.

23. CONTRACTOR SHALL NOT TURN OFF OR ON ANY VALVES BELONGING TO THE CITY'S WATER SYSTEM WITHOUT PERMISSION OF THE WATER DIVISION. ONLY (PUBLIC DEPARTMENT) PERSONNEL SHALL OPEN THE NECESSARY VALVES TO CONNECT NEW LINES. FAILURE TO FOLLOW THIS REQUIREMENT SHALL BE CONSIDERED AN "UNLAWFUL CONNECTION" AND MAY RESULT IN ISSUING OF A CITATION AND FINES AS SPECIFIED IN SECTION 13.04 OF THE GILROY MUNICIPAL CODE. THE WATER DIVISION MAY AUTHORIZE THE CONTRACTOR TO OPERATE DESIGNATED VALVES.

24. IF AN EXISTING WATER MAIN IS BEING REPLACED, ALL LATERALS SHALL BE REPLACED IF FED FROM THE MAIN BEING REPLACED. ALL LATERALS SHALL BE COPPER.

25. CONNECTIONS REQUIRING SHUT DOWN OF THE SYSTEM SHALL BE DONE BETWEEN THE HOURS OF MIDNIGHT AND 6:00 AM, AND ONLY UPON COORDINATION WITH THE PUBLIC WORKS DEPARTMENT.

26. ALL WATER LINES SHALL BE TESTED AFTER COMPLETION OF THE TRENCH BACKFILL AND COMPACTION OF THE FINAL BASE MATERIAL, BUT PRIOR TO PLACEMENT OF THE FINAL ROADWAY SURFACE.

27. CONTRACTOR SHALL PLACE MARKER POSTS ADJACENT TO ALL AIR RELIEF VALVES AND BLOW OFF ASSEMBLIES ALONG WATER MAINS LOCATED IN UNIMPROVED AREAS OR FIELDS. THE MARKERS SHALL BE BLUE 72" CURB-FLEX UTILITY MARKERS WITH AN APPROPRIATE LABEL.

28. VALVES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH CITY STANDARD DETAIL WA-1 (REVISED).

29. THRUST RESTRAINTS SHALL BE CONSTRUCTED AT ALL HORIZONTAL AND VERTICAL FITTINGS AND SHALL CONFORM TO STANDARD DETAILS WA-2, 3, 4, & 5. CONCRETE FOR THRUST BLOCKS SHALL BE CLASS A WITH 1-1/2" INCH MAXIMUM SIZE AGGREGATE.

30. AS AN ALTERNATIVE TO UTILIZING THRUST BLOCKS AT MOST NEW LOCATIONS, THE CONTRACTOR MAY PROPOSE THRUST RESTRAINED JOINT CONSTRUCTION (EBAA "WEDGING", OR EQUAL). THE CONTRACTOR SHALL SUBMIT HIS REQUEST TOGETHER WITH MATERIAL AND MANUFACTURER INFORMATION TO THE ENGINEER AND OBTAIN WRITTEN APPROVAL PRIOR TO ORDERING PIPE.

31. SERVICE LINES AND METER CONNECTIONS SHALL BE AS DETAILED IN STANDARD DETAIL WA-11 UNLESS OTHERWISE NOTED.

32. ALL WATER METERS SHALL BE OBTAINED FROM THE CITY OF GILROY AND SHALL BE INSTALLED PER WA-11 IN ALL INSTANCES. WATER METERS SHALL BE SIZED PER PLANS. WATER METERS SHALL NOT BE ORDERED UNTIL THE METER SIZE HAS BEEN CONFIRMED BY THE PROJECT FIRE SPRINKLER DESIGN CONSULTANT.

33. ALL WATER METER BOXES SHALL BE CHRISTY B-36 (SIZED PER PLANS).

34. UNLESS OTHERWISE NOTED, ALL WATER MAINS SHALL HAVE 3 FT (MIN) COVER FROM THE TOP OF PIPE TO FINISH GRADE.

35. CONNECTIONS TO EXISTING WATER MAINS SHALL BE APPROVED BY THE CITY OF GILROY. DEVELOPER SHALL PAY FOR ACTUAL COST OF CONSTRUCTION, AND SHALL PERFORM ALL EXCAVATION, PREPARE SITE, FURNISH ALL MATERIALS, INSTALL VALVE AND ALL THRUST BLOCKS, BACKFILL, RESTORE SURFACE AND CLEANUP.

36. ALL WATER MAINS SHALL BE DUCTILE IRON PIPE (DIP) CLASS 50. ALL WATER LATERALS SHALL BE 1-1/2" (UNLESS OTHERWISE SPECIFIED ON THE PLANS) TYPE K COPPER PIPE. ALL VALVES SHALL BE "MUELLER SUPER-SEAL RESISTANT SEAT VALVE" MECHANICAL VALVE JOINT OR FLANGE GATE VALVE, UNLESS OTHERWISE NOTED ON THE PLANS.

37. TRENCH SHALL BE CONSTRUCTED PER THE SPECIFICATIONS OF THE CITY OF GILROY. INITIAL BACKFILL SHALL BE COMPACTED WITH LIGHTWEIGHT MECHANICAL TAMPERS OR VIBRATING PLATE COMPACTORS. HEAVY EQUIPMENT SHOULD NOT BE USED TO COMPACT BACKFILL IMMEDIATELY ABOVE THE PIPE.

38. IN ADDITION TO CITY STANDARD WATERLINE ACCEPTANCE TESTS, ALL FIRE HYDRANTS SHALL BE TESTED FOR PRESSURE REQUIREMENTS. PRESSURE TESTS SHALL BE APPROVED BY THE FIRE CHIEF PRIOR TO THE WATER SYSTEM BEING ACCEPTED BY THE CITY OF GILROY.

39. MAIN LINE BOOSTERS, OR ANY OTHER MEANS APPROVED BY THE CITY AND FIRE DEPARTMENT, SHALL BE INSTALLED TO ACHIEVE THE MINIMUM PRESSURE REQUIREMENT.

40. DEFLECTION IN WATER MAINS SHALL NOT EXCEED HALF OF THE MANUFACTURES RECOMMENDATIONS.

41. FIRE HYDRANTS SHALL BE INSTALLED PER CITY OF GILROY STANDARD DETAILS WA-7 (REVISED), W-8 (REVISED), AND WA-9.

STORM DRAIN

42. ALL CATCH BASINS/INLETS SHALL BE STENCILED WITH A "NO DUMPING – DRAINS TO BAY" MEDALLION PER CITY STANDARD DETAIL STM-1 (REVISED).

43. STORM DRAIN MANHOLES SHALL BE INSTALLED AT LOCATIONS SHOWN PER CITY OF GILROY STANDARD DETAILS STM-9 (REVISED) & 10.

44. TRENCH SHALL BE CONSTRUCTED PER THE SPECIFICATIONS OF THE CITY OF GILROY. INITIAL BACKFILL SHALL BE COMPACTED WITH LIGHTWEIGHT MECHANICAL TAMPERS OR VIBRATING PLATE COMPACTORS. HEAVY EQUIPMENT SHOULD NOT BE USED TO COMPACT BACKFILL IMMEDIATELY ABOVE THE PIPE.

45. PRIOR TO PAVING, A TELEVISION INSPECTION SHALL BE PERFORMED OF NEWLY INSTALLED STORM DRAIN MAINS AT THE CONTRACTOR'S EXPENSE. THE TELEVISION INSPECTION EQUIPMENT MUST HAVE A GAUGE/SCALE TO BE ABLE TO MEASURE FLOW DEPTHS.

46. STORM DRAIN MANHOLE FRAME AND COVER SHALL BE SOUTH BAY FOUNDRY SBF1900 CPH DIPPED IN ASPHALT PAINT. SPECIFY "STORM DRAIN" WHEN PLACING ORDER. SET WEIGHT: COVER 130LBS, FRAME 140LBS.

47. A SECOND VIDEO INSPECTION SHALL BE CONDUCTED AFTER PIPE REPAIRS HAVE BEEN COMPLETED.

ELECTROLIERS & STREET LIGHTING

48. ALL ELECTROLIERS SHALL BE INSTALLED PER ELECTRICAL SHEETS.

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

REGISTERED PROFESSIONAL ENGINEER — KYLE A. PATE — C72491 — Exp. 06-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
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DESIGNED BY:	SW	4/9/2026	NTS		GN02
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DEMOLITION LEGEND

D / S / P / A	DEMO / SALVAGE / PROTECT / ABANDON
1	CONCRETE AND SUBGRADE
2	ASPHALT AND SUBGRADE
3	GRASS/GRAVEL
4	PICNIC TABLE
5	TRASH CAN
6	FENCE
7	TREE
8	IRRIGATION CONTROL VALVE (SEE IRRIGATION PLANS)
9	CATCH BASIN
10	STORM PIPE
11	LIGHT POLE (SEE ELECTRICAL PLANS)
12	ELECTRIC BOX (SEE ELECTRICAL PLANS)
13	BARBEQUE
14	PET WASTE STATION
15	FENCE POSTS
16	GRATE
17	CONCRETE RECEPTACLE
18	RAILROAD TIES
19	WHEEL STOP
20	WATER LINE (SEE IRRIGATION PLANS)
21	ELECTRICAL LINE (SEE ELECTRICAL PLANS)
	CLEAR AND GRUB, INCLUDING ROOT REMOVAL
	REMOVE AND OFF-HAUL CONCRETE AND ASPHALT AND SUBGRADE

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS
.							

REGISTERED PROFESSIONAL ENGINEER NISHA PATEL C72491 Exp. 06-30-26 CIVIL STATE OF CALIFORNIA

CITY OF GILROY

DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
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LAS ANIMAS PARK PICKLEBALL COURTS

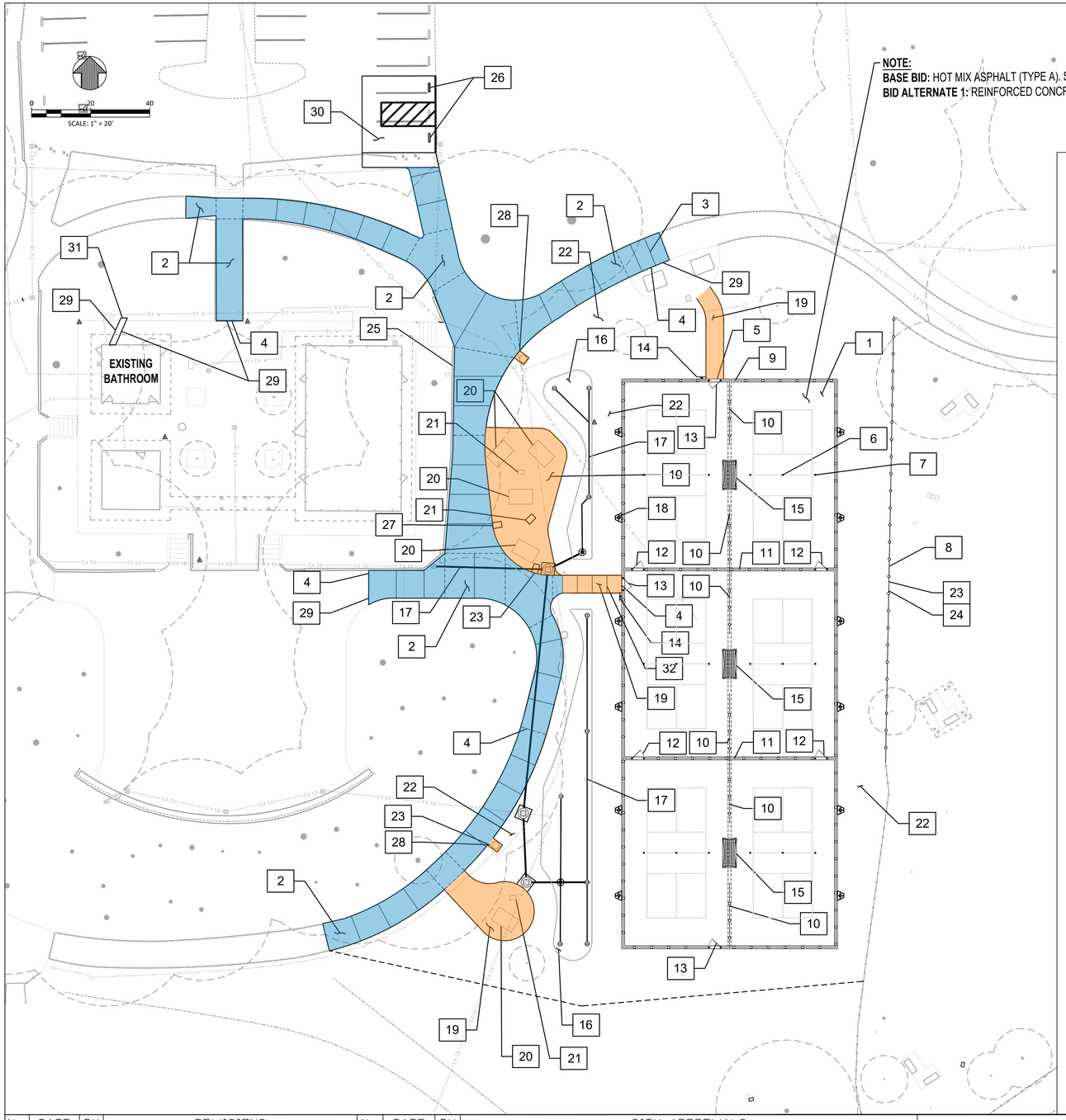
DEMOLITION PLAN

Sheet No. DM01

SHEET 4 OF 27

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MATERIALS LEGEND

1	PROPOSED PICKLEBALL COURT. SEE DETAIL SHEETS.	17	FURNISH AND INSTALL DRAINAGE SYSTEM. SEE UT01 AND DETAIL PLANS.
Bid Item No. 23 — 2	CONSTRUCT CONCRETE TRAIL/WALKWAY. 6" CONCRETE OVER 8" CLASS II AGGREGATE BASE. USE #4 REBAR @ 16" O.C. IN BOTH DIRECTIONS.	18	FURNISH AND INSTALL LIGHT POLE. CONSTRUCT LIGHT POLE FOUNDATION AND CONCRETE COLLAR. SEE ELECTRICAL PLAN. TYP.
3	CONCRETE TRAIL/WALKWAY WEAKENED PLANE JOINT (10' MAXIMUM SPACING TYP.)	19 — Bid Item No. 22	CONSTRUCT CONCRETE. 4" CONCRETE OVER 4" CLASS II AGGREGATE BASE. USE #4 REBAR @ 16" O.C. IN BOTH DIRECTIONS. SEE DETAIL.
4	CONCRETE TRAIL/WALKWAY EXPANSION JOINT, TYP.	20	INSTALL SALVAGED PICNIC TABLE.
5	CONSTRUCT CONCRETE FLAT CURB, SEE DETAIL 2 ON DT02.	21	INSTALL SALVAGED BARBEQUE WITH NEW FOUNDATION. SEE SHEET DT05.
6	CONSTRUCT PICKLEBALL NET CENTER STRAP ANCHOR, TYP.	22	LANDSCAPE AREA – SEE PLANTING PLAN.
7	CONSTRUCT PICKLEBALL POSTS, TYP.	23	INSTALL SALVAGED TRASH CAN.
8	RELOCATE EXISTING CHAIN LINK FENCE WITH NEW POSTS, SEE DETAIL 3 ON DT01.	24	INSTALL SALVAGED PET WASTE STATION.
9	FURNISH AND INSTALL EXTERIOR CHAIN LINK FENCE, BASE BID: 8 FT HIGH, BID ALTERNATE: 6 FT HIGH.	25	INSTALL SALVAGED RAILROAD TIES.
10	FURNISH AND INSTALL INTERIOR CHAIN LINK FENCE, 3 FT HIGH. TYP.	26	INSTALL WHEEL STOPS, SIGNING, STRIPING, & MARKINGS PER CALTRANS STANDARD PLAN A90A.
11	FURNISH AND INSTALL INTERIOR CHAIN LINK FENCE, 6 FT HIGH, TYP.	27	INSTALL SALVAGED CONCRETE RECEPTACLE.
12	FURNISH AND INSTALL 4 FT WIDE GATE FOR INTERIOR CHAIN LINK FENCE, 6 FT HIGH.	28	CONCRETE PAD FOR TRASH CAN AND "HOT COALS" CONCRETE RECEPTACLE.
13	FURNISH AND INSTALL 4 FT WIDE GATE FOR EXTERIOR CHAIN LINK FENCE, BASE BID: 8 FT HIGH, BID ALTERNATE: 6 FT HIGH, TYP.	29	INSTALL DOWELS INTO EXISTING CONCRETE. USE 18" SMOOTH #4 DOWELS SPACED @ 12" O.C.
14	FURNISH AND INSTALL CUSTOM ENTRY SIGN. MOUNT TO FENCE, DETAIL 1 ON DT04.	30	4" TYPE A HMA OVER 6" CLASS 2 AB
15	FURNISH AND INSTALL COVERED CABANA BENCH. SEE DETAILS AND SPECIFICATIONS.	31	CONSTRUCT CONCRETE OVER CLASS II AGGREGATE BASE. MATCH EXISTING CONCRETE THICKNESS. 2' MINIMUM CONCRETE WIDTH.
16	CONSTRUCT BIORETENTION FACILITY. SEE SHEET SW01.	32	CONCRETE SCORE JOINT (5' MAXIMUM SPACING TYP.)

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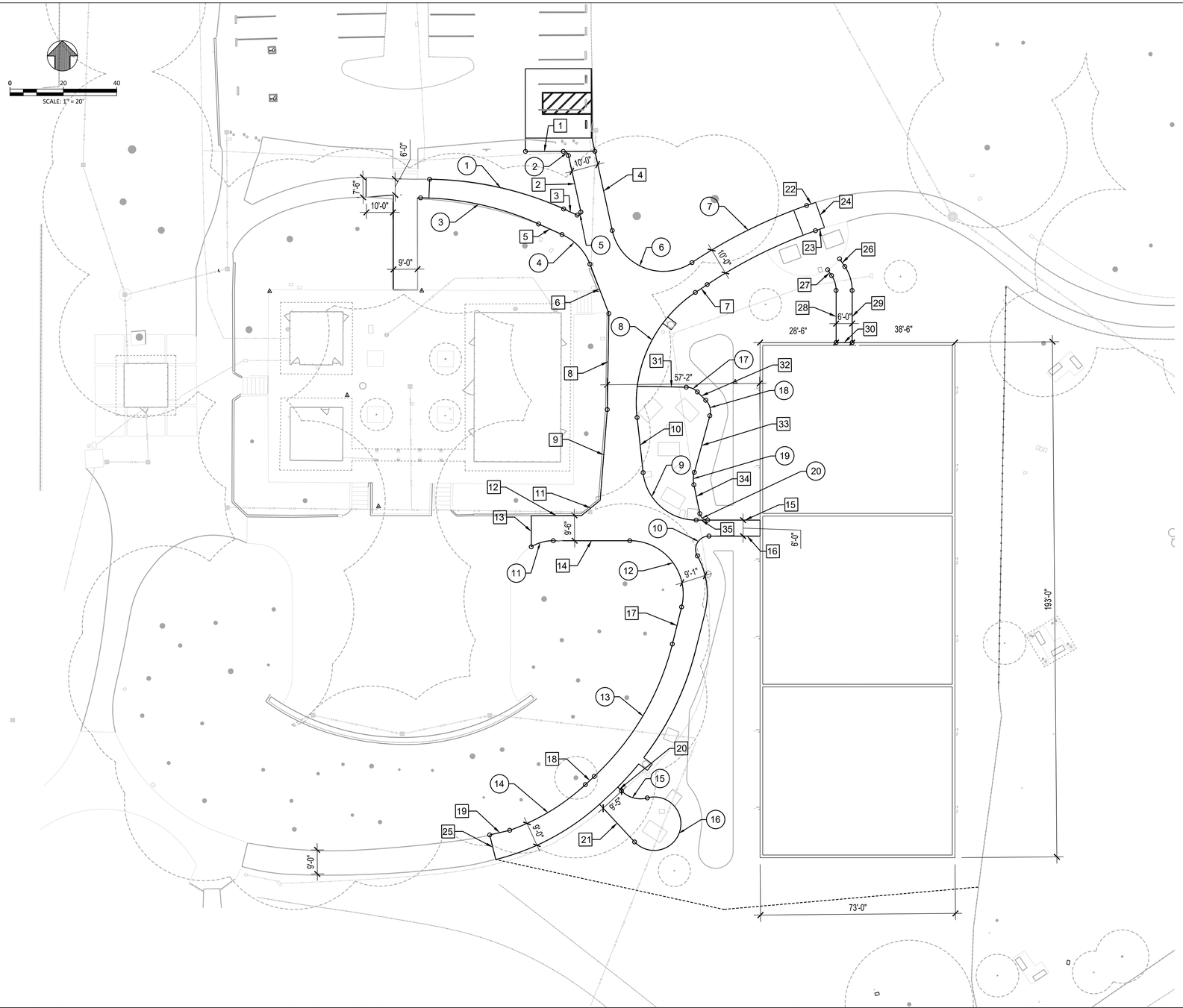
REGISTERED PROFESSIONAL ENGINEER — NISHA PATEL — C72491 — Exp 06-30-26 — STATE OF CALIFORNIA

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DEPARTMENT OF PUBLIC WORKS
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CURVE DATA TABLE			SEGMENT DATA TABLE	
CURVE #	RADIUS (FT)	LENGTH (FT)	SEGMENT #	LENGTH (FT)
1	125.00	51.78	1	14.17
2	2.00	2.71	2	21.68
3	110.00	45.57	3	5.56
4	20.00	14.92	4	30.35
5	1.00	2.21	5	9.65
6	19.50	37.88	6	19.83
7	190.00	47.94	7	5.30
8	50.00	54.63	8	35.96
9	20.00	29.22	9	34.08
10	5.00	10.41	10	20.75
11	16.00	8.66	11	9.10
12	20.00	36.30	12	18.75
13	101.00	58.34	13	11.69
14	81.00	33.34	14	28.63
15	10.00	10.51	15	19.60
16	10.00	42.22	16	19.10
17	6.00	4.61	17	14.30
18	6.00	6.32	18	4.55
19	10.00	4.68	19	7.70
20	3.00	4.11	20	1.98
			21	19.27
			22	3.56
			23	3.56
			24	10.00
			25	9.46
			26	3.51
			27	2.64
			28	19.51
			29	19.51
			30	6.00
			31	18.35
			32	4.42
			33	21.99
			34	11.06
			35	4.28

LAYOUT NOTES:

1. CAD FILES ARE AVAILABLE UPON REQUEST FOR STAKING PURPOSES.

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REGISTERED PROFESSIONAL ENGINEER
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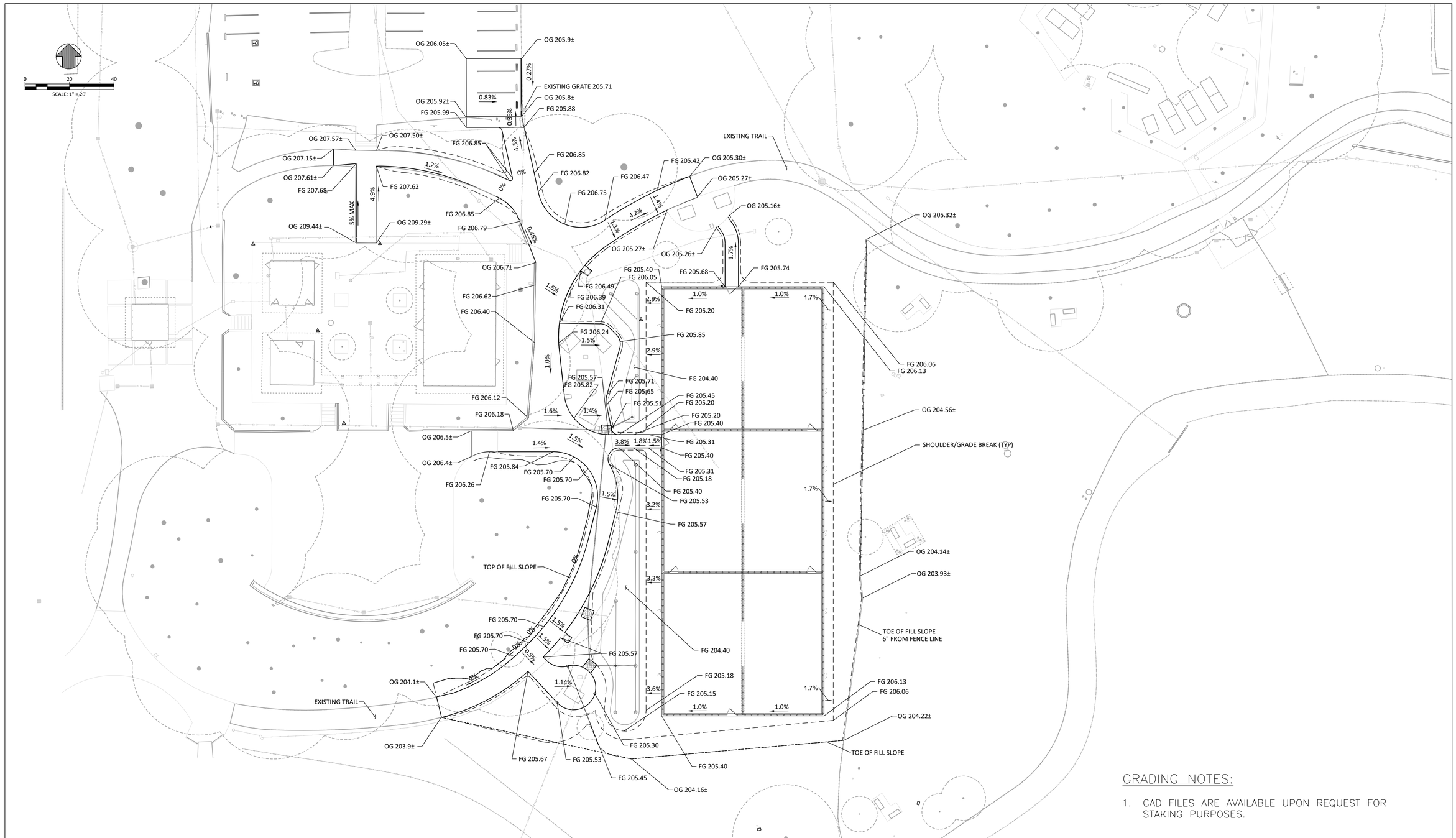
CITY OF GILROY

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GRADING NOTES:

1. CAD FILES ARE AVAILABLE UPON REQUEST FOR STAKING PURPOSES.

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REGISTERED PROFESSIONAL ENGINEER
NISHA PATEL
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0 20 40
SCALE: 1" = 20'

DMA 05
TOTAL AREA = 20,581 S.F.
NEW IMPERVIOUS AREA = 0 S.F.
REPLACED IMPERVIOUS AREA = 1,714 S.F.
PERVIOUS AREA = 18,867 S.F.

SCM A
BIORETENTION FACILITY
471 S.F.

DMA 01
TOTAL AREA = 16,763 S.F.
NEW IMPERVIOUS AREA = 5,702 S.F.
REPLACED IMPERVIOUS AREA = 2,428 S.F.
PERVIOUS AREA = 8,633 S.F.

DMA 04
TOTAL AREA = 22,119 S.F.
NEW IMPERVIOUS AREA = 0 S.F.
REPLACED IMPERVIOUS AREA = 85 S.F.
PERVIOUS AREA = 22,034 S.F.

DMA 02
TOTAL AREA = 18,940 S.F.
NEW IMPERVIOUS AREA = 10,066 S.F.
REPLACED IMPERVIOUS AREA = 1,915 S.F.
PERVIOUS AREA = 6,959 S.F.

DMA 03
TOTAL AREA = 10,436 S.F.
NEW IMPERVIOUS AREA = 164 S.F.
REPLACED IMPERVIOUS AREA = 380 S.F.
PERVIOUS AREA = 9,892 S.F.

SCM B
BIORETENTION FACILITY
1,315 S.F.

LEGEND

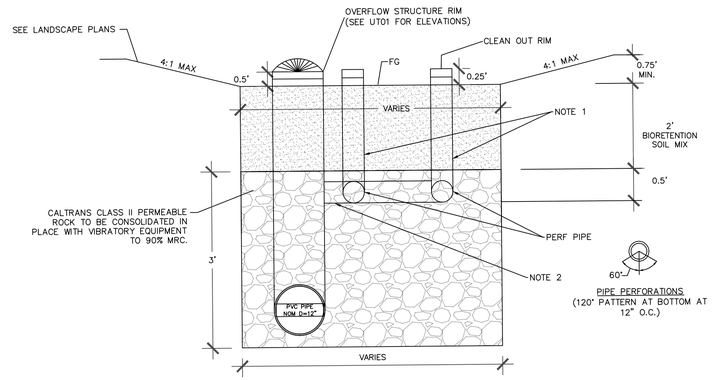
DMA 01
DMA 02
DMA 03
DMA 04
DMA 05
TOTAL DISTURBED AREA

NOTES:

1. CONTOURS DISPLAYED @ 0.5'

NOTES:

1. UNDERDRAIN CLEANOUT: 90° SWEEP, 4" SOLID (NON-PERFORATED) CLEANOUT RISER AND WATER-TIGHT SCREW-ON CAP SET 3" ABOVE POND BOTTOM ELEVATION. A CAP SHALL ALSO BE INSTALLED AT THE END OF LINE.
2. CONNECT UNDERDRAIN TO STRUCTURE WITH 24"-LONG SECTION OF STANDARD (NON PERFORATED) PIPE.



BIORETENTION FACILITY
SCALE: NTS

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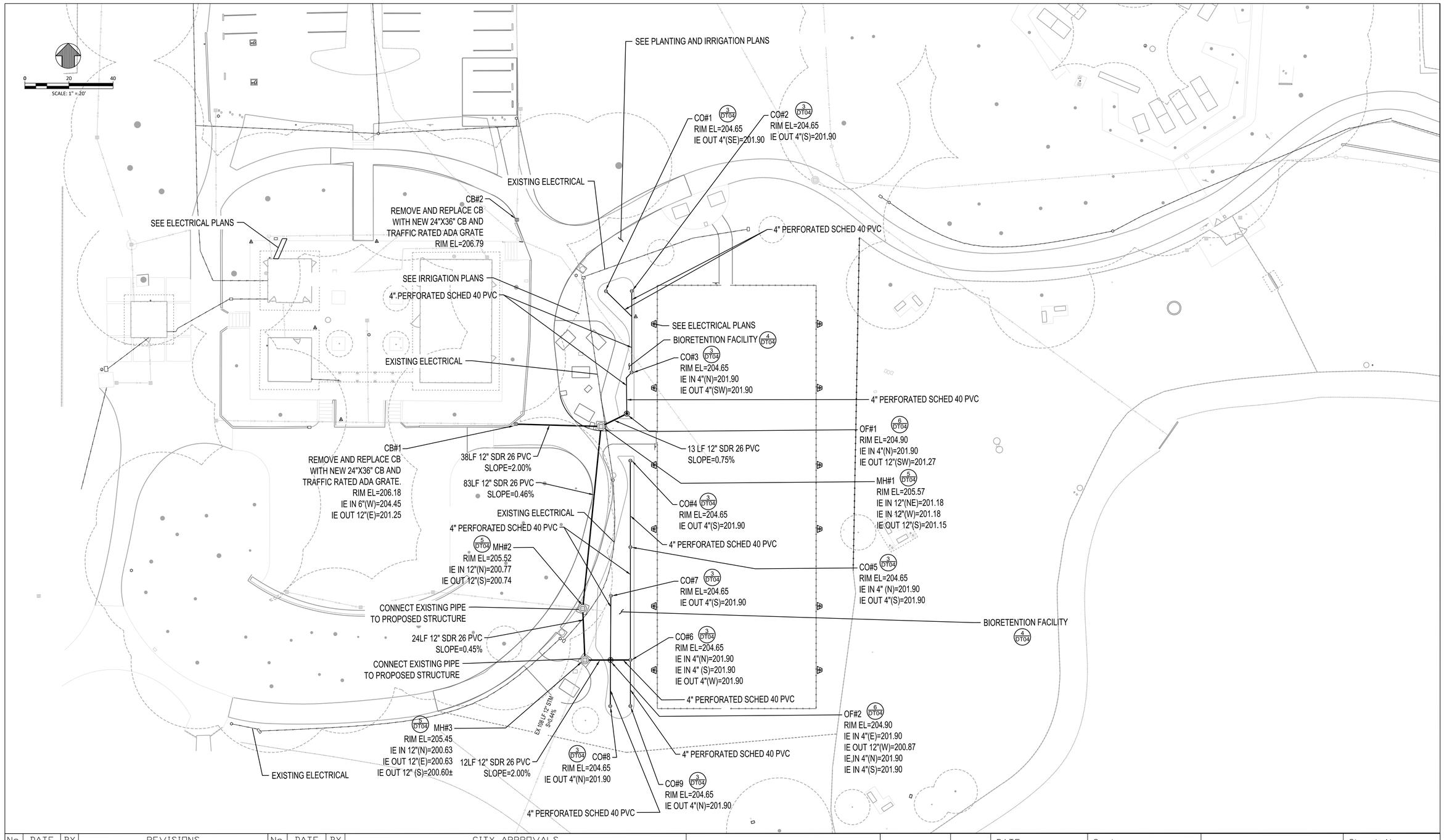
REGISTERED PROFESSIONAL ENGINEER
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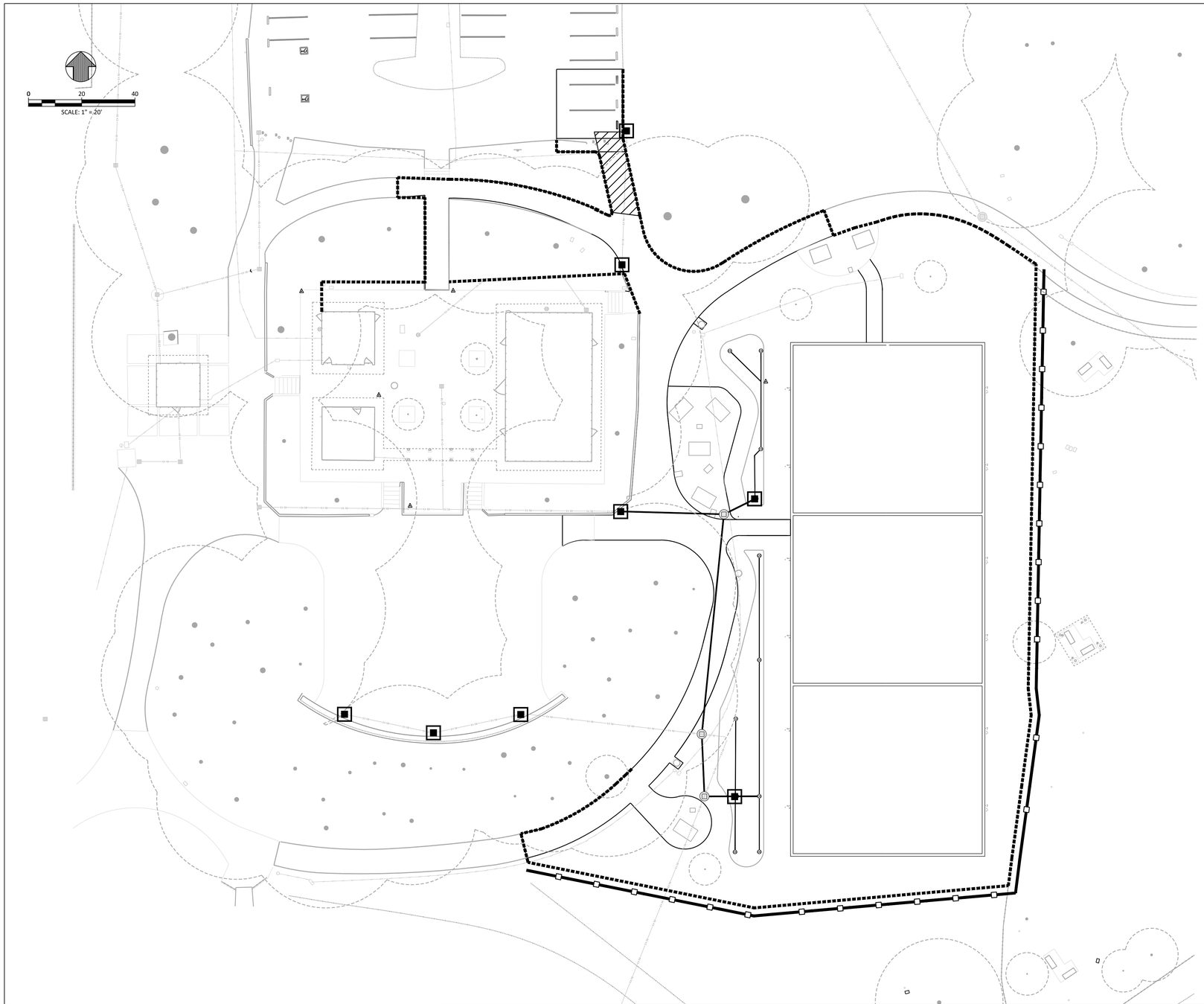
REGISTERED PROFESSIONAL ENGINEER
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TEMPORARY EROSION CONTROL STANDARD PLAN TABLE	
STANDARD PLAN #	**STANDARD PLAN**
LATEST CALTRANS STANDARD PLAN T51	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY SILT FENCE)
LATEST CALTRANS STANDARD PLAN T53	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY COVER)
LATEST CALTRANS STANDARD PLAN T56	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY FIBER ROLL)
LATEST CALTRANS STANDARD PLAN T58	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY CONSTRUCTION ENTRANCE)
LATEST CALTRANS STANDARD PLAN T59	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY CONCRETE WASHOUT FACILITY)
LATEST CALTRANS STANDARD PLAN T61	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY DRAINAGE INLET PROTECTION)
LATEST CALTRANS STANDARD PLAN T62	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY DRAINAGE INLET PROTECTION)
LATEST CALTRANS STANDARD PLAN T63	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY DRAINAGE INLET PROTECTION)
LATEST CALTRANS STANDARD PLAN T64	TEMPORARY WATER POLLUTION CONTROL DETAILS (TEMPORARY DRAINAGE INLET PROTECTION)

LEGEND	
	TEMPORARY DRAINAGE INLET PROTECTION T61-T64
	TEMPORARY CONSTRUCTION ENTRANCE T58
	TEMPORARY FIBER ROLL (TYPE 1) T56
	TEMPORARY SILT FENCE T51

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

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NISHA PATEL
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REVIEWED BY:	WH	PROJECT No.	26-PW-305

LAS ANIMAS PARK PICKLEBALL COURTS

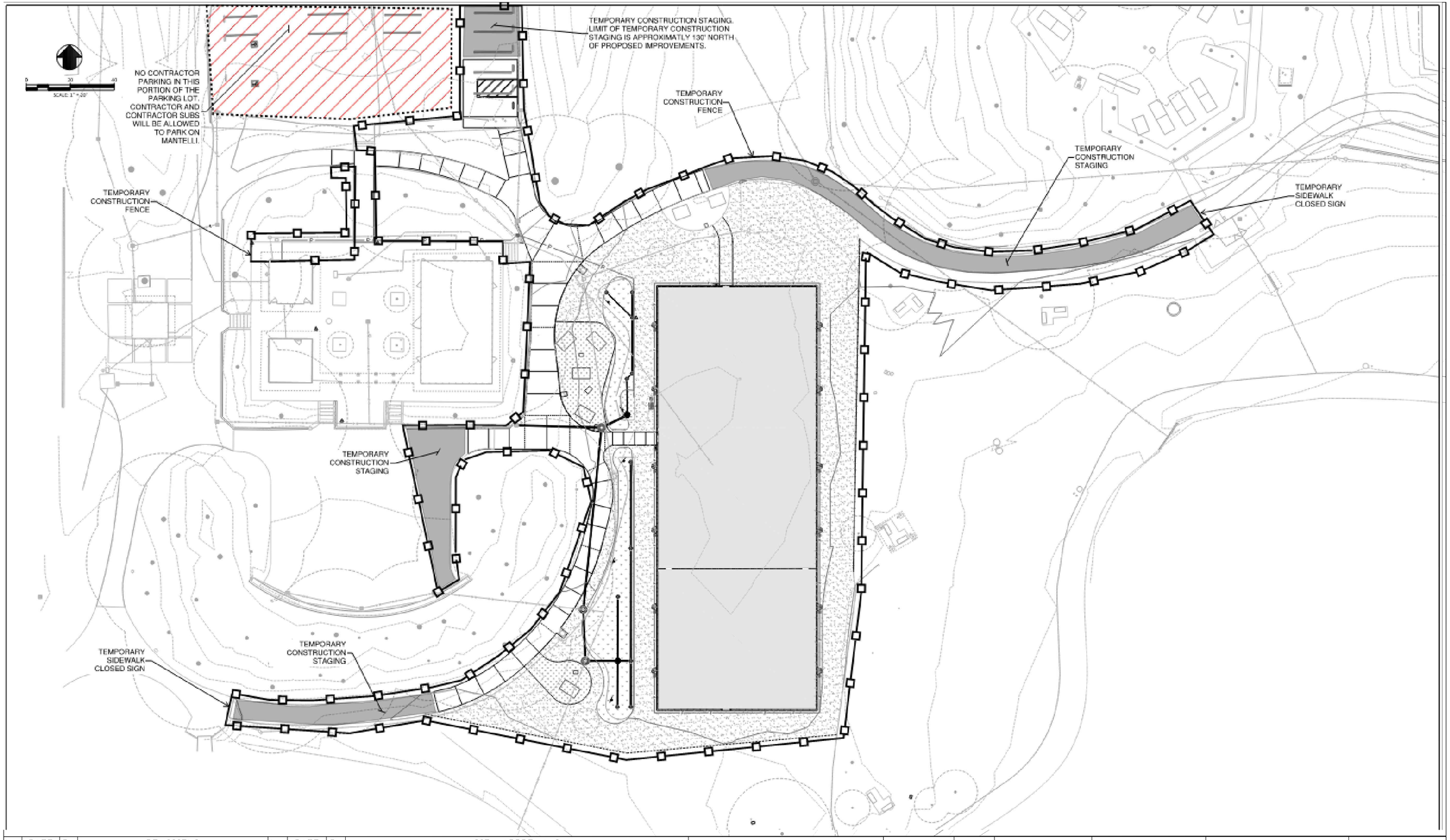
TEMPORARY EROSION CONTROL PLAN

Sheet No. EC01

SHEET 10 OF 27

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No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

REGISTERED PROFESSIONAL ENGINEER
NISHA PATEL
C72491
Exp. 06-30-26
CIVIL
STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

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DESIGNED BY:	SW	4/9/2026	1"=20'		SC01
REVIEWED BY:	WH		PROJECT No. 26-PW-305	TEMPORARY CONSTRUCTION FENCING, STAGING, SIGNAGE	SHEET 11 OF 27

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FENCE NOTES:

1. PROVIDE SHOP DRAWINGS OF ALL FENCE TYPES FOR APPROVAL. INCLUDE ALL NECESSARY COMPONENTS AND HARDWARE.
2.
3. WITHIN EACH RUN OF A PARTICULAR FENCE TYPE, SPACE POSTS EQUALLY, NOT TO EXCEED THE MAXIMUM POST SPACING.
4. PIPE SIZES SHOWN ARE NOMINAL, SEE SPECIFICATIONS FOR MORE INFORMATION.
5. COORDINATE LOCATIONS OF FENCE POSTS WITH LIGHT POLE FOOTINGS, STORM CLEANOUTS, AND OTHER UTILITIES. ADJUST LOCATIONS OF STORM CLEANOUTS AND OTHER UTILITIES TO ACCOMMODATE LOCATIONS OF FENCE, AND LIGHT POLE FOOTINGS.
6. ALL CHAIN LINK FENCE COMPONENTS TO BE BLACK POWDERCOAT OR BLACK VINYL FINISH PER SPECIFICATIONS.

3' HIGH FENCE:

1. END AND CORNER POSTS:
2. LINE POSTS:
3. TOP RAILS:
4. BOTTOM RAILS:
5. MIDDLE RAILS:
6. BRACE RAILS:
7. CHAINLINK FABRIC SIZE AND GAUGE:
8. MAX POST SPACING: 6'
9. END/CORNER POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE
10. LINE POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE

6' HIGH INTERIOR COURT FENCE:

1. END AND CORNER POSTS:
2. LINE POSTS:
3. TOP RAILS:
4. BOTTOM RAILS:
5. MIDDLE RAILS:
6. BRACE RAILS:
7. CHAINLINK FABRIC SIZE AND GAUGE:
8. MAX POST SPACING: 8'
9. END/CORNER POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE
10. LINE POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE

8' HIGH FENCE:

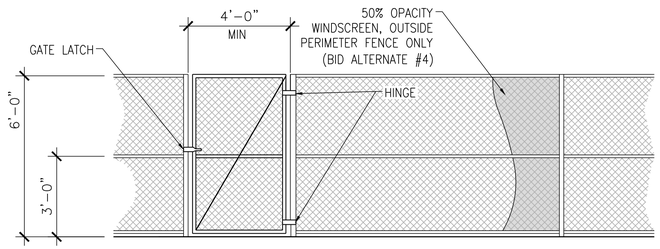
1. END AND CORNER POSTS:
2. LINE POSTS:
3. TOP RAILS:
4. BOTTOM RAILS:
5. MIDDLE RAILS:
6. BRACE RAILS:
7. CHAINLINK FABRIC SIZE AND GAUGE:
8. MAX POST SPACING: 6'
9. END/CORNER POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE
10. LINE POST FOOTING DIMENSIONS (DIAMETERxDEPTH): SEE TABLE

IF BID ALTERNATE #2 IS AWARDED:

SEE SPECIFICATIONS

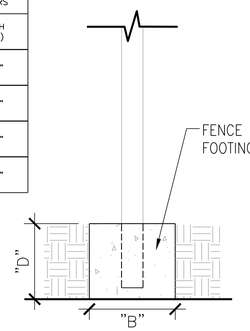
GATE NOTES:

1. PROVIDE SHOP DRAWINGS OF ALL GATES FOR APPROVAL, INCLUDING PLAN AND ELEVATIONS. INCLUDE ALL NECESSARY COMPONENTS AND HARDWARE.
2.
3. PIPE SIZES SHOWN ARE NOMINAL, SEE SPECIFICATIONS FOR MORE INFORMATION.
4. GATE WIDTHS GIVEN ARE MEASURED FROM CENTER OF GATE POSTS.
5. GATE HEIGHTS GIVEN ARE NOMINAL; MATCH HEIGHT OF FENCE OR MIDDLE RAIL AS SHOWN, WHERE APPLICABLE.
6. LATCH POSTS SHALL MATCH THE FENCE'S LINE POSTS, PER FENCE SCHEDULE ON THIS SHEET.
7. WHERE A GATE USES THE FENCE'S END, OR CORNER POST AS THE GATE'S HINGE OR LATCH POST, USE THE LARGER SIZE POST AND FOOTING.
8. COORDINATE LOCATIONS OF GATE POSTS WITH LIGHT POLE FOOTINGS,
9. PADLOCKS SHALL BE PROVIDED BY OWNER.
10. PROVIDE MINIMUM 4'-0" CLEAR WIDTH OPENING AT EACH GATE, WHEN GATE IS OPEN.
11. PROVIDE LATCH HARDWARE AT ALL GATES IN THE PICKLE BALL COURT THAT ALLOWS THE GATE TO ONLY OPEN IN ONE DIRECTION. GATES SHALL ONLY SWING AWAY FROM THE PICKLE BALL COURT.
12. ALL CHAIN LINK FENCE COMPONENTS TO HAVE A BLACK POWDERCOAT OR BLACK VINYL FINISH PER SPECIFICATIONS.

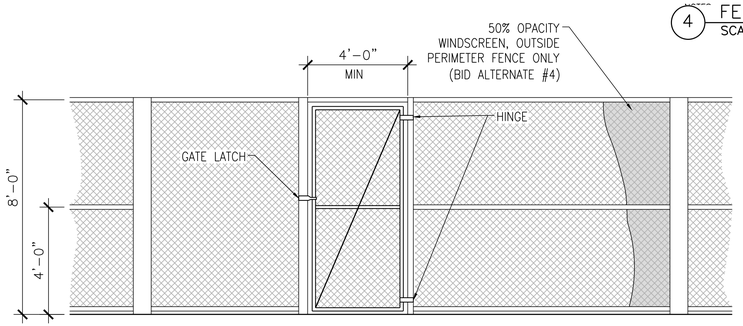


1 4' WIDE GATE IN 6' FENCE
SCALE: NTS

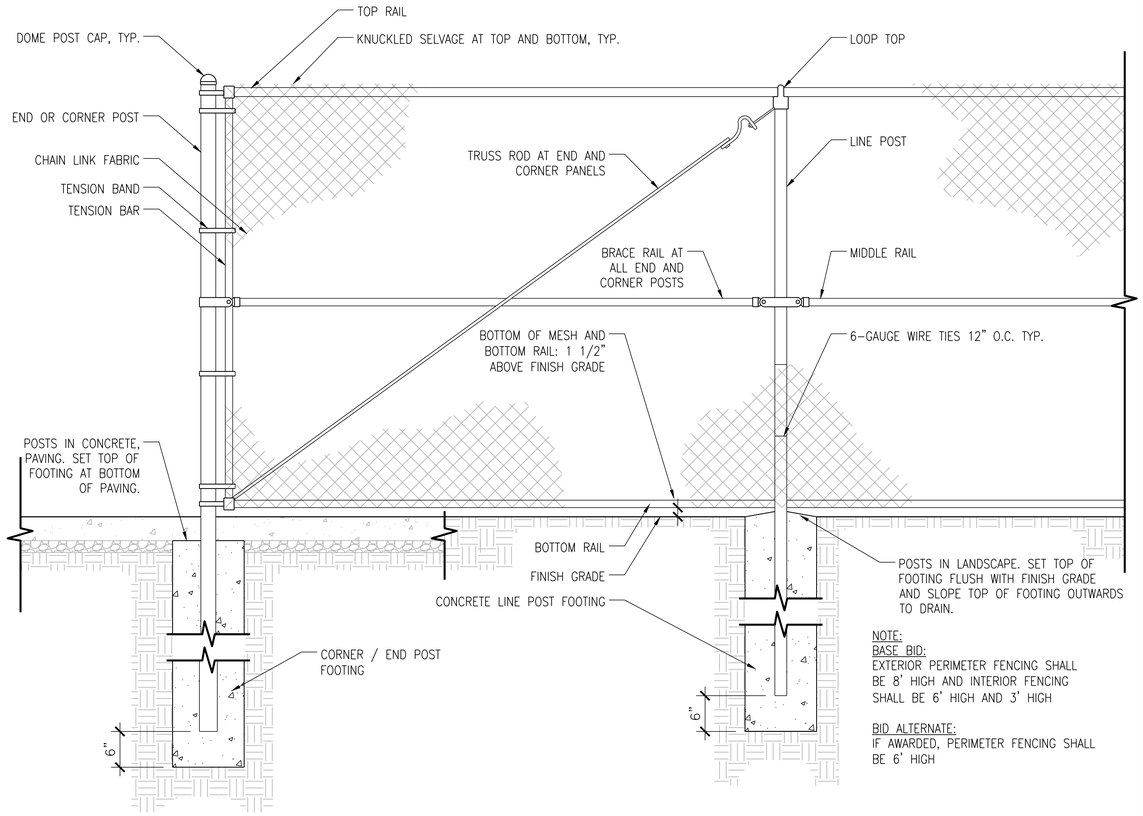
CHAIN LINK FENCE POST FOOTING FOR LINE, END, AND CORNER MEMBERS		
FENCE HEIGHT (Max)	WIDTH B (in)	DEPTH D (ft)
3'-0"	12"	3'-0"
4'-0"	12"	3'-0"
6'-0"	14"	3'-0"
8'-0"	18"	3'-6"



4 FENCE POST FOOTING
SCALE: NTS



2 4' GATE IN 8' FENCE
SCALE: NTS



NOTE:
BASE BID:
EXTERIOR PERIMETER FENCING SHALL BE 8' HIGH AND INTERIOR FENCING SHALL BE 6' HIGH AND 3' HIGH

BID ALTERNATE:
IF AWARDED, PERIMETER FENCING SHALL BE 6' HIGH

3 CHAIN LINK FENCE
SCALE: NTS

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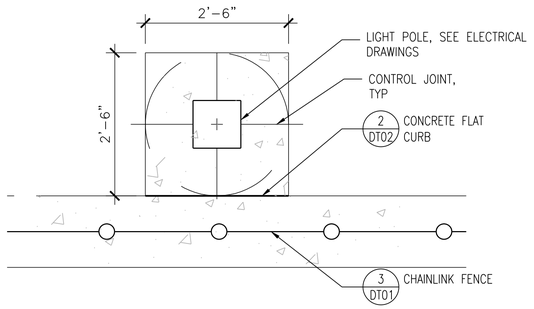
REGISTERED PROFESSIONAL ENGINEER
NISHA PATEL
C72491
Exp. 06-30-26
STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
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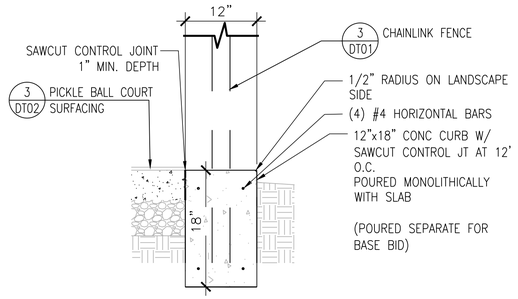
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DESIGNED BY:	SW	4/9/2026	NTS		DT01
REVIEWED BY:	WH		PROJECT No. 26-PW-305	SITE DETAILS	SHEET 12 OF 27

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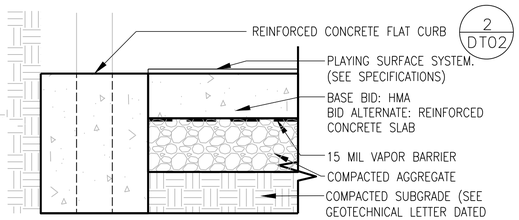
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1 CONC. COLLAR AT PICKLE BALL LIGHT POLE
SCALE: 1" = NTS

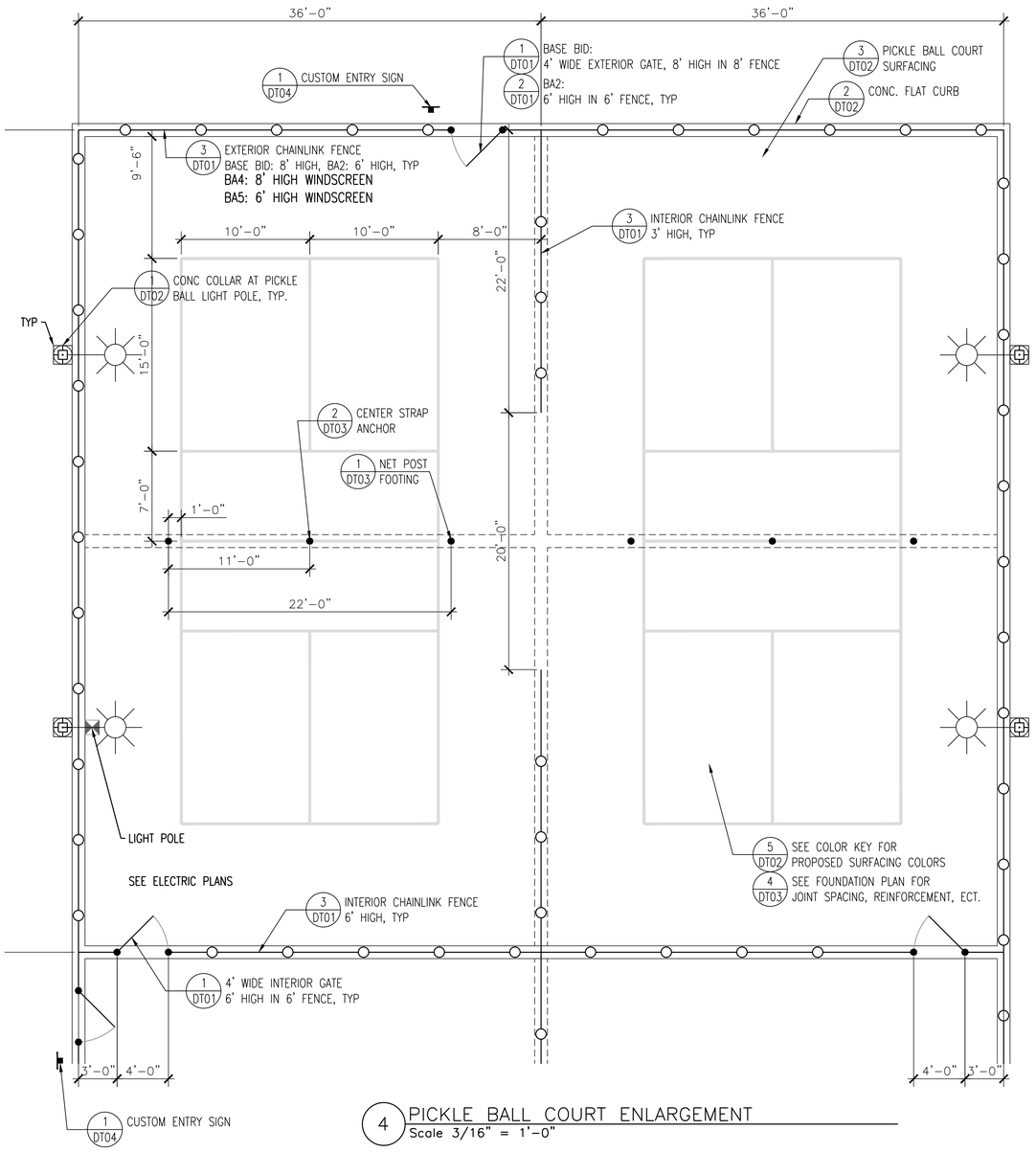


2 REINFORCED CONCRETE FLAT CURB
SCALE: 1" = NTS

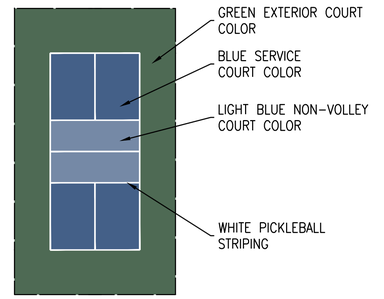


NOTE:
SEE DETAIL 4 ON DT03 FOR PICKLEBALL COURT FOUNDATION PLAN NOTES FOR ADDITIONAL INFORMATION

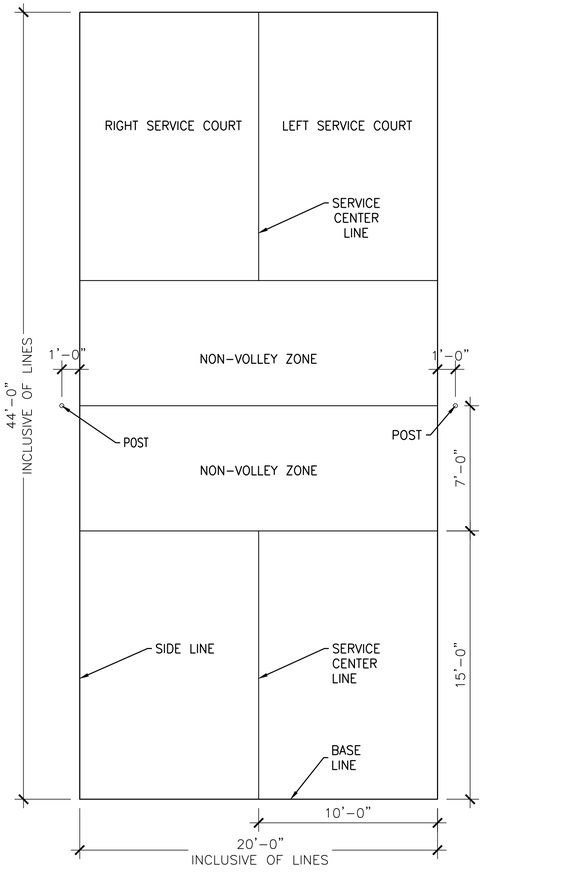
3 PICKLE BALL COURT SURFACING
SCALE: NTS



4 PICKLE BALL COURT ENLARGEMENT
Scale 3/16" = 1'-0"



5 PICKLE BALL COURT COLOR KEY
Scale: NTS



6 PICKLE BALL COURT STRIPING LAYOUT
Scale 1/4" = 1'-0"

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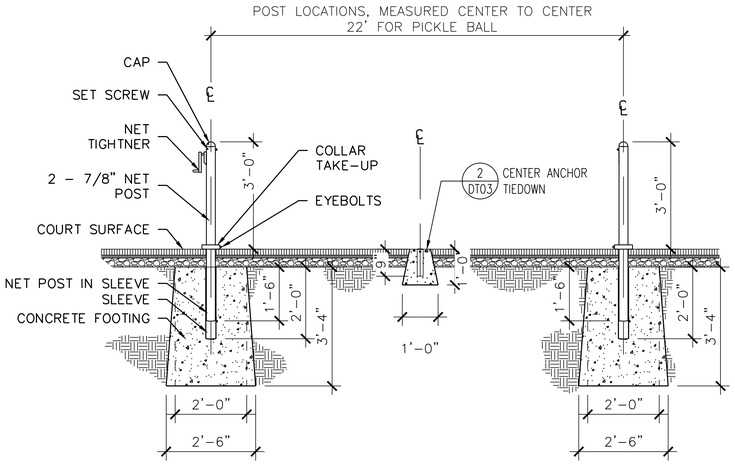
REGISTERED PROFESSIONAL ENGINEER — NISHA PATEL — C72491 — EXP. 06-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

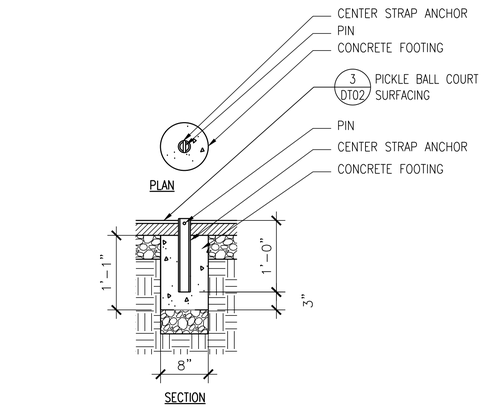
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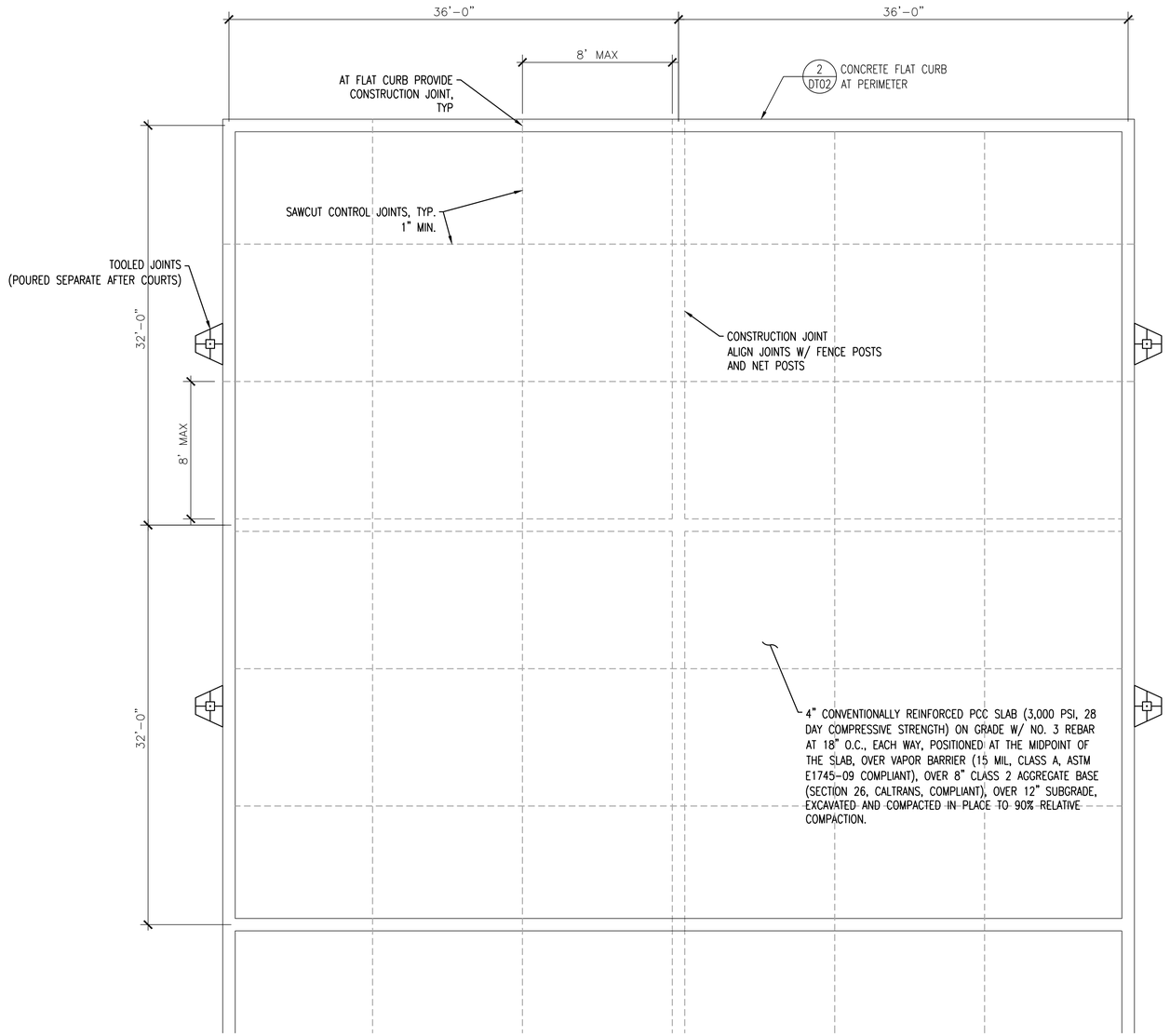
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1 PICKLE BALL POST INSTALLATION- SECTION
SCALE: 1/2"=1'-0"



2 PICKLEBALL NET CENTER STRAP ANCHOR
SCALE: 1" = 1'-0"



4 PICKLE BALL COURT FOUNDATION PLAN (BID ALTERNATE #1)
SCALE 3/16" = 1'-0"

NOTE:
PICKLEBALL COURT FOUNDATION SHALL BE CONSTRUCTED ACCORDING TO THIS DETAIL IF THE CORRESPONDING BID ALTERNATE IS AWARDED. OTHERWISE, PICKLEBALL COURT FOUNDATION SHALL BE 3" HMA (SECTION 39 CALTRANS COMPLIANT), OVER 8" CLASS 2 AGGREGATE BASE (SECTION 26, CALTRANS, COMPLIANT), OVER 12" SUBGRADE, EXCAVATED AND COMPACTED IN PLACE TO 90% RELATIVE COMPACTION, ACCORDING TO THE BASE BID AWARD.

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

REGISTERED PROFESSIONAL ENGINEER — NISWA PATEL — C72491 — Exp 06-30-26 — STATE OF CALIFORNIA

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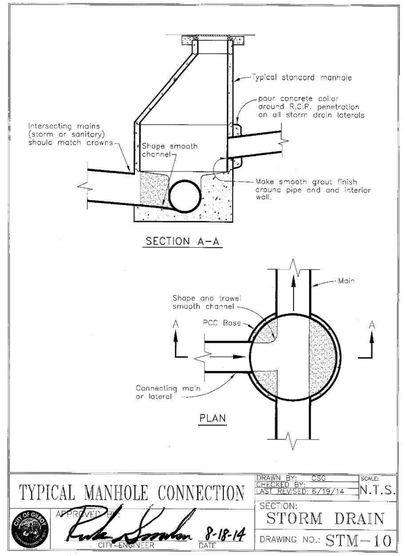
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NOTES:

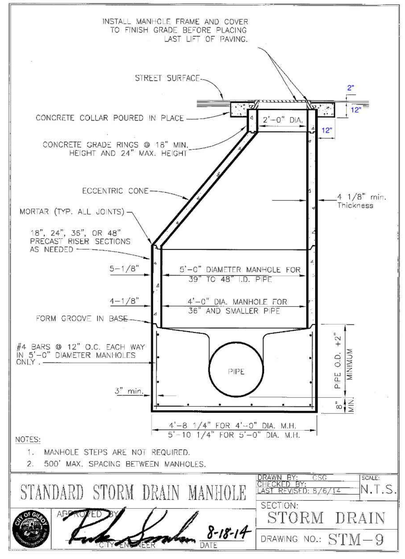
1. INSTALL "NO DUMPING DRAINS TO BAY" MEDALLION FOR ALL DRAINAGE INLETS/CATCH BASINS AND OVERFLOW STRUCTURES.



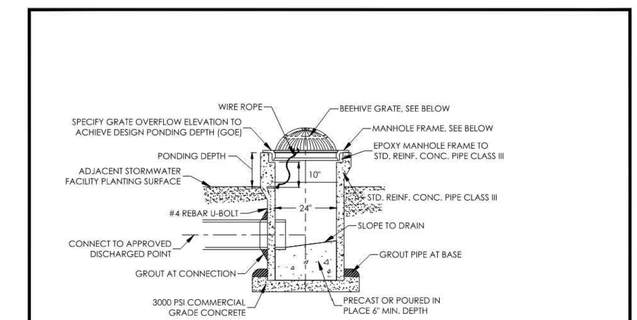
1 ENTRY SIGN
SCALE: NTS



2 TYPICAL MANHOLE CONNECTION
SCALE: NTS



5 STANDARD STORM DRAIN MANHOLE
SCALE: NTS



DESIGN NOTES

1. PROVIDE GRATE OVERFLOW ELEVATION ON PLANS.
2. TO INCORPORATE FLEXIBILITY INTO DESIGN OVERFLOW ELEVATION OR CORRECT ELEVATION OF AN EXISTING STRUCTURE, INSTALL OVERFLOW COLLAR, PER CITY STD. SWQ-141.

CONSTRUCTION NOTES

1. DO NOT ADJUST OVERFLOW GRATE ELEVATION. CONSTRUCT AS SHOWN ON PLANS.

6 OVERFLOW STRUCTURE W/ BEEHIVE GRATE
SCALE: NTS

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

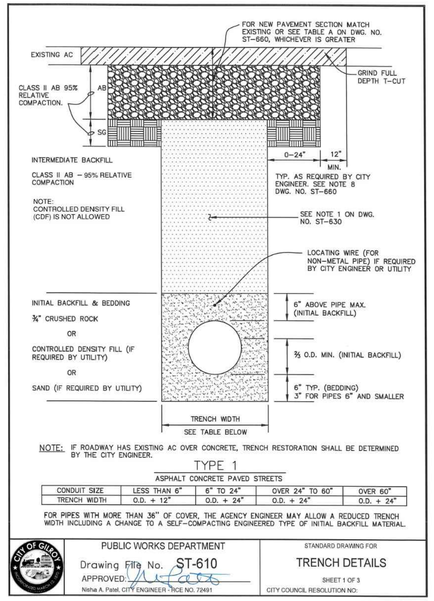
REGISTERED PROFESSIONAL ENGINEER — JOSHUA PATTEN — C72491 — EXP 06-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
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DESIGNED BY:	SW	4/9/2026	NTS		DT04
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NOTE: IF ROADWAY HAS EXISTING AC OVER CONCRETE, TRENCH RESTORATION SHALL BE DETERMINED BY THE CITY ENGINEER.

TYPE 1

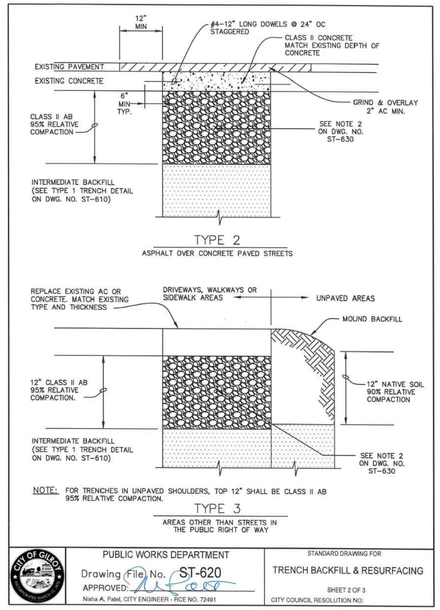
ASPHALT CONCRETE PAVED STREETS

CONDUIT SIZE	LESS THAN 6"	6" TO 24"	OVER 24" TO 60"	OVER 60"
TRENCH WIDTH	O.D. + 12"	O.D. + 24"	O.D. + 24"	O.D. + 24"

FOR PIPES WITH MORE THAN 36" OF COVER, THE AGENCY ENGINEER MAY ALLOW A REDUCED TRENCH WIDTH INCLUDING A CHANGE TO A SELF-COMPACTING ENGINEERED TYPE OF INITIAL BACKFILL MATERIAL.

PUBLIC WORKS DEPARTMENT	STANDARD DRAWING FOR
Drawing File No. ST-610	TRENCH DETAILS
APPROVED: Nisha A. Patel, CITY ENGINEER - RCE NO. 72491	SHEET 1 OF 3
	CITY COUNCIL RESOLUTION NO:

1 TRENCH DETAIL TYPE 1
SCALE: NTS



TYPE 2

ASPHALT OVER CONCRETE PAVED STREETS

NOTE: FOR TRENCHES IN UNPAVED SHOULDERS, TOP 12" SHALL BE CLASS II AB 95% RELATIVE COMPACTION.

TYPE 3

AREAS OTHER THAN STREETS IN THE PUBLIC RIGHT OF WAY

PUBLIC WORKS DEPARTMENT	STANDARD DRAWING FOR
Drawing File No. ST-620	TRENCH BACKFILL & RESURFACING
APPROVED: Nisha A. Patel, CITY ENGINEER - RCE NO. 72491	SHEET 2 OF 3
	CITY COUNCIL RESOLUTION NO:

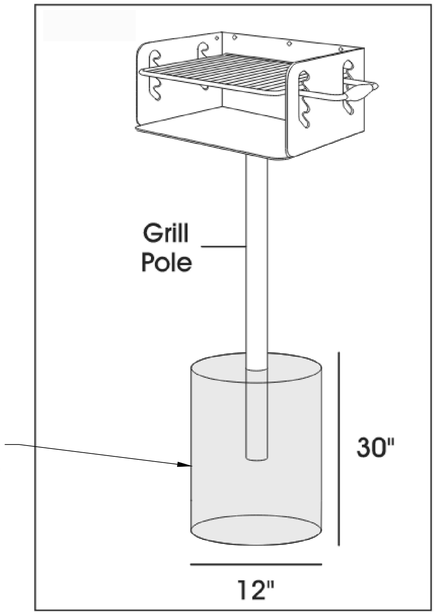
2 TRENCH DETAIL TYPE 3
SCALE: NTS

MATERIAL AND COMPACTION REQUIREMENT FOR TRENCH BACKFILL

1. INTERMEDIATE BACKFILL SHALL BE CLASS II AGGREGATE BASE. SUITABLE NATIVE OR IMPORTED GRANULAR MATERIAL MAY BE USED IF ALLOWED BY CITY ENGINEER. RELATIVE COMPACTION SHALL BE AT LEAST 95%.
2. CLASS II AGGREGATE BASE SHALL CONFORM TO THE STATE STANDARD SPECIFICATIONS. MINIMUM RELATIVE COMPACTION SHALL BE 95%. IF PAVEMENT HAVING A STRUCTURAL SECTION GREATER THAN 15" IS CUT, ADDITIONAL BASE MATERIAL MAY BE REQUIRED BY THE CITY ENGINEER. BASE SHALL BE PLACED AND COMPACTED PRIOR TO PLACING OF TEMPORARY PAVING.
3. TESTING OF MATERIALS AND PERFORMANCE SHALL BE IN CONFORMANCE WITH THE METHODS STATED IN THE LATEST EDITION OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, EXCEPT THAT RELATIVE COMPACTION MAY BE TESTED BY AASHTO METHOD T180, ASTM D-1557, OR TEST METHOD CALIF. 231 (NUCLEAR DENSITOMETER).
4. PLACE AC IN 3" MAX. LIFTS, EXCEPT FINAL LIFT SHALL BE 2 1/2" MAX. ADDITIONAL THICKNESS AND LIFTS OF ASPHALT CONCRETE MAY BE REQUIRED TO MATCH EXISTING STRUCTURAL SECTION ON MAJOR ROADS, OR PER LOCAL JURISDICTION REQUIREMENTS.
5. "JETTING" OF BACKFILL MATERIAL IS NOT PERMITTED.
6. THE USE OF PEA GRAVEL (OR SIMILAR ROUNDED AGGREGATE), IS NOT PERMITTED.
7. THE USE OF CONTROLLED DENSITY FILL (CDF) SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT. IF CDF IS USED TRENCH PLATES MUST BE USED AND PERMANENT PAVEMENT MUST BE PLACED WITHIN 24 HOURS.
8. TRENCH EDGES SHALL BE TRIMMED TO A NEAT LINE AS REQUIRED BY THE CITY ENGINEER. TRIMMING SHALL BE BY ROTARY GRINDER. TRENCH LINES SHALL HAVE THE LEAST AMOUNT OF JOGS AND REMAIN LINEAR AS MUCH AS POSSIBLE. REFERENCE DRAWING NO. ST-640 & ST-650.
9. THE SURFACE COURSE OF TRENCH RESTORATION SHALL EXTEND TO THE LIP OF GUTTER IF THE EDGE OF TRENCH IS WITHIN 4' OF THE LIP OF GUTTER, AND TO THE EDGE OF PAVEMENT IF THE EDGE OF TRENCH IS WITHIN 4' OF AN UNPAVED SHOULDER.
10. CONTRACTOR MUST SHORE ALL TRENCHES IN CONFORMANCE WITH OSHA AND STATE SAFETY STANDARDS.
11. ALL HOT MIX ASPHALT (HMA) MATERIAL, METHODS AND TOLERANCES SHALL BE IN COMPLIANCE WITH THE CURRENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

PUBLIC WORKS DEPARTMENT	STANDARD DRAWING FOR
Drawing File No. ST-630	TRENCH NOTES
APPROVED: Nisha A. Patel, CITY ENGINEER - RCE NO. 72491	SHEET 3 OF 3
	CITY COUNCIL RESOLUTION NO:

3 TRENCH NOTES



4 BARBEQUE FOOTING

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

REGISTERED PROFESSIONAL ENGINEER — NISHA PATEL — C72491 — EXP. 06-30-26 — CIVIL — STATE OF CALIFORNIA

CITY OF GILROY
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7351 ROSANNA STREET
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REVIEWED BY:	WH		PROJECT No. 26-PW-305	SITE DETAILS	SHEET 16 OF 27

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SPECIFICATIONS

PART 1: GENERAL

1.01 SCOPE OF WORK

A. FURNISH AND INSTALL ALL MATERIALS AND EQUIPMENT AND PROVIDE ALL LABOR, TOOLS, TRANSPORTATION, SUPERINTENDENCE AND SERVICES REQUIRED AND NECESSARY TO COMPLETE THE WORK SHOWN ON THE CONTRACT DOCUMENTS, DRAWINGS, AND/OR SPECIFIED HEREIN. ALSO INCLUDE ALL OTHER WORK AND MISCELLANEOUS ITEMS, NOT SPECIFICALLY MENTIONED, BUT REASONABLY INFERRED FOR A COMPLETE INSTALLATION INCLUDING ALL ACCESSORIES AND APPURTENANCES REQUIRED FOR TESTING THE SYSTEM. IT IS THE INTENT OF THE DRAWINGS AND SPECIFICATIONS THAT ALL SYSTEMS BE COMPLETE, AND READY FOR OPERATION.

1.02 REGULATORY REQUIREMENT

A. CODE COMPLIANCE IS MANDATORY. NOTHING IN THESE DRAWINGS AND SPECIFICATIONS PERMITS WORK NOT CONFORMING TO THESE CODES. WHERE WORK IS SHOWN TO EXCEED MINIMUM CODE REQUIREMENTS, COMPLY WITH DRAWINGS AND SPECIFICATIONS. ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST RULES, CODES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
1. OCCUPATIONAL SAFETY AND HEALTH ACT STANDARDS (OSHA).
2. 2025 CALIFORNIA ELECTRICAL CODE
3. 2025 CALIFORNIA BUILDING CODE
4. 2025 CALIFORNIA MECHANICAL CODE
5. 2025 CALIFORNIA PLUMBING CODE
6. 2025 CALIFORNIA FIRE CODE
7. 2025 CALIFORNIA ENERGY CODE, PART 6
8. LOCAL UTILITY COMPANIES
9. NFPA #101: LIFE SAFETY CODE.
10. STATE FIRE MARSHAL
11. LOCAL UTILITY COMPANIES
12. LANDLORD REQUIREMENTS

ANY OTHER LOCAL CODES, ORDINANCES AND JURISDICTIONS.

1.03 LICENSE, FEES, AND PERMITS

ELECTRICAL CONTRACTOR SHALL PAY FOR ALL LICENSES, PERMITS AND INSPECTION FEES REQUIRED BY THE AUTHORITY HAVING JURISDICTION AND SHALL ARRANGE FOR ALL REQUIRED INSPECTION OF ELECTRICAL WORK & ELECTRICAL EQUIPMENT (IN DE-ENERGIZED STATE IF REQUIRED BY THE AHJ).

1.04 SAFETY AND INDEMNITY

A. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. NO ACT, SERVICE, DRAWING REVIEW OR CONSTRUCTION REVIEW BY THE OWNER, THE ENGINEERS OR THEIR CONSULTANTS, IS INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON, OR NEAR THE CONSTRUCTION SITE.

1.05 DRAWINGS AND SPECIFICATIONS

A. ALL DRAWINGS AND ALL DIVISIONS OF THESE SPECIFICATIONS SHALL BE CONSIDERED AS A WHOLE AND WORK OF THIS DIVISION SHOWN ANYWHERE THEREIN SHALL BE FURNISHED UNDER THIS DIVISION. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF EQUIPMENT AND WIRING. MOST DIRECT ROUTING OF CONDUITS AND WIRING IS NOT ASSURED. EXACT REQUIREMENTS SHALL BE GOVERNED BY CONDITIONS OF THE JOB. CONSULT ALL OTHER DRAWINGS IN PREPARATION OF THE BID. EXTRA LENGTHS OF WIRING OR ADDITION OF PULL OR JUNCTION BOXES, ETC., NECESSITATE BY SUCH CONDITIONS SHALL BE INCLUDED IN THE BID.

1.06 CONDITIONS AT SITE

A. VISIT SITE OF THE WORK, COMPARE IT WITH THE DRAWINGS AND SPECIFICATIONS AS TO THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED, ASCERTAIN AND CHECK ALL CONDITIONS AND ELEVATIONS AND TAKE ALL MEASUREMENTS WHICH MAY AFFECT THE WORK. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE FOR ANY EXTRA EXPENSE OR CLAIMS DUE TO FAILURE OR NEGLECT UNDER THIS REQUIREMENT TO MAKE SUCH EXAMINATION, INCLUDING EXAMINATION OF RESTRICTED WORKING CONDITIONS OR SUCH OTHER DIFFICULTIES VISUALLY OBSERVED DURING SITE VISIT. CONTRACTOR IS RESPONSIBLE FOR BECOMING COMPLETELY FAMILIAR WITH THE ARCHITECTURAL AND STRUCTURAL CONDITIONS AND LIMITATIONS WHICH WILL EXIST IN THE BUILDING AND TO PROVIDE ALL LABOR, TOOLS AND MATERIALS REQUIRED TO PRODUCE A COMPLETELY CONCEALED INSTALLATION AS INDICATED ON THE PLANS, SPECIFICATIONS, AND REQUIRED BY THE CODE.
THE ELECTRICAL CONTRACTOR SHALL EXAMINE THE SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS. NO EXTRA PAYMENT WILL BE ALLOWED FOR WORK REQUIRED BECAUSE OF THIS CONDITIONS, WHETHER SPECIFICALLY MENTIONED OR NOT.

1.07 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS

A. ONLY QUALITY WORKMANSHIP WILL BE ACCEPTED. HAPHAZARD OR POOR INSTALLATION WILL BE CAUSE FOR REJECTION OF WORK.

1.08 SUBMITTALS

A. SUBMITTALS, UNLESS OTHERWISE NOTED, SHALL BE A SINGLE PACKAGE OF SIX (6) COPIES SUBMITTED TO OWNER FOR REVIEW. WORK SHALL NOT COMMENCE UNLESS SUBMITTALS HAVE BEEN REVIEWED FOR GENERAL CONFORMANCE BY THE ENGINEER OF RECORD.

B. SUBMIT CUTSHEETS, MATERIAL DATA, AND SHOP DRAWINGS, AS NOTED BELOW. FOR REVIEW WITHIN FIFTEEN (15) DAYS AFTER AWARD OF CONTRACT. SUBMITTALS REQUIRED AS FOLLOWS:
1. BASIC ELECTRICAL MATERIALS INCLUDING BUT IS NOT LIMITED TO:
A.)WIRING DEVICES - RECEPTACLES, SWITCHES, FACEPLATES
B.)WIRES, CONNECTORS, TAPES, SPLICES, TERMINATIONS, AND ACCESSORIES
C.)RACEWAYS AND ACCESSORIES
D.)DEVICE IDENTIFICATION
2. ELECTRICAL EQUIPMENT
A.)POWER DISTRIBUTION EQUIPMENT - PANELBOARDS, SWITCHBOARDS, SWITCHGEAR, DISCONNECT SWITCHES, CIRCUIT BREAKERS, TRANSFORMERS, GENERATORS, INVERTERS, UPS, POWER DISTRIBUTION UNITS, ETC.
B.)SERVICE ENTRANCE EQUIPMENT - BUS DUCT, TERMINATION CANS, METERED SWITCHBOARDS, ETC.
C.)SUPPORTS (SEISMIC & STRUCTURAL), HOUSEKEEPING CONCRETE PADS.
3. LIGHTING
A.)LIGHT FIXTURES AND SUPPORT HARDWARE/DEVICES. CONTRACTOR IS RESPONSIBLE FOR MOUNTING COMPATIBILITY OF LIGHTING FIXTURE WITH CEILING (I.E. TYPE OF T-BAR, HARD CEILING, SPECIALTY CEILING)
B.)LAMPS AND BALLASTS - INCLUDE BALLASTS CERTIFICATION. BALLAST SHALL HAVE LOCAL DISCONNECTS.
C.)POLES, CONCRETE POLE BASES.
D.)CONTROLS - OCCUPANCY SENSORS, PHOTOCELL, LIGHTING CONTACTORS, LIGHTING CONTROL PANELS, DIMMERS, ETC.
E.)FIXTURE AND ASSEMBLY WATTAGES

C. SUBMIT COMPLETE TEST REPORTS AND ANALYSIS FOR REVIEW WITHIN FIFTEEN (15) DAYS AFTER TESTING.

D. SUBMIT VERIFIED PUNCHLIST TWO (2) WEEKS AFTER ISSUANCE DATE. INDICATE PUNCHLIST ITEMS THAT HAVE BEEN COMPLETED BY CONTRACTOR. INCLUDE DATE FOR REPUNCH.

1.09 SUBSTITUTIONS

A. ONE OR MORE MAKES OF MATERIALS OR METHODS MAY HAVE BEEN SPECIFIED TO ESTABLISH THE STANDARD OF QUALITY, WORKMANSHIP, FINISH, AND DESIGN REQUIRED, BUT OTHER MATERIALS OR METHODS EQUAL OR BETTER IN QUALITY, WORKMANSHIP, FINISH, DESIGN, AND GUARANTEED PERFORMANCE, MAY BE SUBMITTED FOR REVIEW AND APPROVAL AS SUBSTITUTION. ALL SUBSTITUTIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ARCHITECT, ENGINEER, AND OWNER.

B. SUBSTITUTIONS SHALL BE REQUESTED IN A WRITTEN FORM AND SHALL BE ACCOMPANIED WITH A SIGNED STATEMENT THAT PROPOSED SUBSTITUTION IS EQUAL, OR BETTER THAN SPECIFIED. ADDITIONAL DOCUMENTATION TO SUBSTANTIATED PROPOSED SUBSTITUTION MAY BE REQUIRED BY OWNER, ARCHITECT, AND ENGINEER. CONTRACTOR SHALL SUBMIT AS DIRECTED.

C. CONTRACTOR SHALL ACCOMPANY REQUEST FOR SUBSTITUTION LETTER WITH A COMPLETED CSI SUBSTITUTION FORM INCLUDE THE COMPARISON FOR FOLLOWING:
1. ELECTRICAL RATING, FINISHES, PERFORMANCE DATA,
2. SPARE PARTS
3. COSTS AND SCHEDULE

D. A WRITTEN SIGNED STATEMENT FROM THE GENERAL CONTRACTOR SHALL ACCOMPANY SUBSTITUTION REQUEST FORM ASSURING THAT:
1. HE HAS VERIFIED DIMENSIONS WITH PROJECT CONDITIONS AND HAS COORDINATED WITH OTHER TRADES. SUBSTITUTION DOES NOT AFFECT DIMENSIONS SHOWN ON DRAWINGS.
2. HE SHALL PAY AND BURDEN THE COSTS FOR CHANGES TO THE PROJECT INCLUDING RE-DESIGN, RE-ENGINEERING AND REVIEW OF SUBSTITUTION. ONLY ONE (1) ENGINEERING REVIEW TIME IS ALLOWED FOR EACH PRODUCT SUBSTITUTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REVIEW TIME AND SHALL PAY ARCHITECT AND ENGINEER'S TIME AT THEIR PROFESSIONAL RATE SCHEDULE.
3. HE HAS CONFIRMED THAT THE PROPOSED SUBSTITUTION WILL HAVE NO ADVERSE AFFECT ON OTHER TRADES, THE CONSTRUCTION COST & SCHEDULE, OR SPECIFIED WARRANTY REQUIREMENTS.
4. HE HAS CONFIRMED THAT MAINTENANCE AND SERVICE PARTS WILL BE LOCALLY AVAILABLE FOR THE PROPOSED SUBSTITUTION.

E. COST SAVINGS RESULTING FROM SUBSTITUTION SHALL BE RETURNED TO THE CONTRACT OR THE OWNER IF THE SUBSTITUTION IS PERMITTED.

F. NO WORK INVOLVING MATERIALS SUBMITTED FOR SUBSTITUTION SHALL PROCEED UNTIL WRITTEN ACCEPTANCE IS RECEIVED FROM THE OWNER. THE OWNER IS THE FINAL JUDGE OF ACCEPTABILITY OF PREFERRED SUBSTITUTIONS.

1.10 COORDINATION

A. COORDINATE WORK WITH OTHER TRADES TO AVOID CONFLICT AND TO PROVIDE CORRECT ROUGH-IN AND CONNECTION FOR EQUIPMENT FURNISHED UNDER OTHER TRADES THAT REQUIRE ELECTRICAL CONNECTIONS. ELECTRICAL CONTRACTOR TO REVIEW THE SUBMITTALS OF EQUIPMENT PROVIDED BY OTHER TRADES AND CONFIRM ITS WIRING REQUIREMENT WITH WHAT IS SHOWN IN THE ELECTRICAL DRAWINGS. INFORM CONTRACTORS OF OTHER TRADES OF THE REQUIRED ACCESS TO AND CLEARANCES AROUND ELECTRICAL EQUIPMENT TO MAINTAIN SERVICEABILITY AND CODE COMPLIANCE.

B. VERIFY EQUIPMENT DIMENSIONS AND REQUIREMENTS WITH PROVISIONS SPECIFIED UNDER THIS SECTION. CHECK ACTUAL JOB CONDITIONS BEFORE FABRICATING WORK. REPORT NECESSARY CHANGES IN TIME TO PREVENT NEEDLESS WORK. CHANGES OR ADDITIONS, SUBJECT TO ADDITIONAL COMPENSATION, WHICH ARE MADE WITHOUT WRITTEN AUTHORIZATION AND AN AGREED PRICE, SHALL BE AT THE CONTRACTOR'S RISK AND EXPENSE.

1.11 CUTTING AND PATCHING

A. ALL CUTTING AND PATCHING REQUIRED FOR WORK OF THIS DIVISION IS INCLUDED HEREIN. COORDINATION WITH GENERAL CONTRACTOR AND OTHER TRADES IS IMPERATIVE. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR AND THE ADDED EXPENSE OF ADJUSTING FOR IMPROPER HOLES, SUPPORTS, ETC.

B. CONTRACTOR IS RESPONSIBLE FOR CONCRETE/ASPHALT SAW-CUTTING, REMOVAL AND DISPOSAL. PROVIDE PATCHING TO MATCH REQUIRED FINISH GRADE.

C. PROVIDE ROOF PENETRATION AND ROOF PATCHING. ALL PENETRATIONS IN EXTERIOR WALL AND BASEMENT FLOOR/WALL SHALL BE PROVIDED WITH AN APPROVED WATERPROOFING SYSTEM/ASSEMBLY.

D. FIRESTOP ALL PENETRATIONS THROUGH RATED WALLS AND RATED FLOOR/CEILING ASSEMBLIES

1.12 ACCEPTANCE AND DEMONSTRATION

A. UPON COMPLETION OF THE WORK, AT A TIME TO BE DESIGNATED BY THE OWNER, THE CONTRACTOR SHALL DEMONSTRATE FOR THE OWNER THE OPERATION OF THE ELECTRICAL INSTALLATION, INCLUDING ANY AND ALL SPECIAL ITEMS INSTALLED BY HIM OR INSTALLED UNDER HIS SUPERVISION.

B. PROPERLY SET LIGHTING CONTROL PANELS, AUTOMATIC TIME SWITCHES, ETC. TO PERFORM SWITCHING OPERATIONS IN ACCORDANCE WITH SCHEDULES PROVIDED BY THE OWNER'S REPRESENTATIVE, AND DEMONSTRATE (USING THE MANUFACTURER'S OPERATING INSTRUCTIONS) HOW TO OVERRIDE CONTROLS AND/OR TEST TIME SWITCHES PROGRAMMING.

1.13 RECORD DRAWINGS AND EQUIPMENT DATA

A. MAINTAIN ONE SET OF CLEAN WORKING DRAWINGS AT THE JOB SITE AND ENTER DAILY SUCH "AS-BUILT" INFORMATION AS FEEDER AND SERVICE ROUTES, PULL BOX LOCATIONS AND CHANGES IN LAYOUT OR ARRANGEMENT WHICH OCCUR DURING CONSTRUCTION. DELIVER COMPLETED "RED LINE AS-BUILTS" DRAWINGS TO THE OWNER.

B. SUBMIT TO THE OWNER'S REPRESENTATIVE A SET OF "AS BUILT" DRAWINGS IN VELLUM AND CAD FILE. AS BUILT COMMENTS SHALL BE WRITTEN IN A LEGIBLE MANNER IN THE SAME STYLE AS THE CONTRACT DOCUMENTS. ALSO SUBMIT THREE COPIES OF DATA SHEETS OR OTHER CURRENT MANUFACTURERS' PUBLICATIONS FOR EACH ITEM OF ELECTRICAL EQUIPMENT FURNISHED FOR THE PROJECT INCLUDING AT LEAST THESE DATA:
1. TECHNICAL DESCRIPTION AND REPLACEABLE PARTS LIST.
2. PHYSICAL DESCRIPTION AND INSTALLATION INSTRUCTIONS.
3. USER'S MANUAL AND OPERATING INSTRUCTIONS.
4. MANUFACTURER'S WARRANTY.

1.14 CLEAN-UP

A. RID THE PREMISES OF SCRAP MATERIALS, TRASH AND DEBRIS BOTH DURING CONSTRUCTION AND AT COMPLETION OF THE PROJECT. LEAVE THE BUILDING AND SURROUNDING AREA IN A CLEAN AND ORDERLY CONDITION.

1.15 GUARANTEE

A. GUARANTEE THE INSTALLATION FREE FROM DEFECTS OF WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER DATE OF CERTIFICATION OF FINAL PAYMENT AND PROMPTLY REMEDY ANY DEFECTS DEVELOPING DURING THIS PERIOD, WITHOUT CHARGE.

1.16 TEMPORARY SERVICES

A. PROVIDE ADEQUATE AND SAFE TEMPORARY ELECTRICAL POWER AND LIGHTING THROUGHOUT THE CONSTRUCTION AND FINISHING OF THE PREMISES. IN ADDITION TO SPECIAL OR UNUSUAL REQUIREMENTS, PROVIDE AT LEAST THESE ITEMS:
1. THREE (3) 20-AMP CIRCUITS FOR CONSTRUCTION POWER TOOLS. PROVIDE GFI TEMPORARY CIRCUITS WITH COVERPLATES TO MEET OSHA REQUIREMENTS.
2. THREE OR MORE LIGHT STRINGS SUSPENDED APPROXIMATELY ONE FOOT BELOW THE HEIGHT OF FINISH CEILING WITH LAMPS SPACED NOT MORE THAN TWELVE FEET ON CENTERS. STRINGS SHALL BE RUN THE LENGTH OF THE STORE SPACE PARALLEL TO THE DEMISING WALLS, WITH ONE STRING WITHIN EIGHT FEET OF EACH WALL AND ONE (OR MORE) INTERMEDIATE STRING(S) ARRANGED TO LIMIT THE SPACING BETWEEN ROWS TO SIXTEEN FEET OR LESS.
3. FLOOD LIGHTING AND TASK LIGHTING FOR PAINTING AND OTHER FINISH WORK.
4. TEMPORARY POWER REQUIRED FOR TESTING OF BUILDING EQUIPMENT (ELEVATOR, ETC.)

B. WHERE SCOPE INCLUDES THE REMOVAL OF EXTERIOR LIGHTING, CONTRACTOR SHALL PROVIDE TEMPORARY EXTERIOR LIGHTING UNTIL THE NEW EXTERIOR LIGHTING HAS BEEN ACCEPTED BY THE OWNER. TEMPORARY EXTERIOR LIGHTING SHALL COMPLY WITH IESNA STANDARDS FOR SECURITY LIGHTING.

C. WHERE SCOPE INCLUDES THE DISABLING OF A FIRE ALARM SYSTEM, CONTRACTOR SHALL PROVIDE A FIRE WATCH. FIRE WATCH SHALL COMPLY WITH NFPA AND LOCAL FIRE MARSHAL REQUIREMENTS.

D. WHEN PERMANENT ELECTRICAL SERVICE IS OPERABLE, DISCONNECT AND REMOVE FROM THE PREMISES THE MATERIALS AND EQUIPMENT USED FOR TEMPORARY POWER AND LIGHTING. RESTORE MODIFICATIONS AND REPAIR DAMAGE CAUSED BY THE INSTALLATION, USE OR REMOVAL OF TEMPORARY SERVICE PROVISIONS.

PART 2: PRODUCTS

2.01 MATERIAL APPROVAL

A. ALL MATERIALS MUST BE NEW AND BEAR UNDERWRITER'S LABORATORIES LABEL. MATERIALS THAT ARE NOT COVERED BY UL TESTING STANDARDS SHALL BE TESTED AND APPROVED BY AN INDEPENDENT TESTING LABORATORY OR A GOVERNMENTAL AGENCY. MATERIAL NOT IN ACCORDANCE WITH THESE SPECIFICATIONS MAY BE REJECTED EITHER BEFORE OR AFTER INSTALLATION.
ALL EQUIPMENT AND MATERIALS SHALL BE INSTALLED AS PER THEIR LISTINGS.

2.02 BASIC ELECTRICAL MATERIALS

A. CONDUITS AND RACEWAYS
1. RIGID STEEL: HOT-DIPPED GALVANIZED.
2. INTERMEDIATE METAL CONDUIT (IMC): HOT-DIPPED GALVANIZED.
3. ELECTRICAL METALLIC TUBING (EMT): ELECTRO-GALVANIZED.
4. RIGID NON METALLIC CONDUIT (PVC SCHEDULE 40)
5. WIREWAY: CODE GAUGE STEEL, WITH KNOCKOUTS AND HINGED COVER, CORROSION RESISTANT GRAY BAKED ENAMEL FINISH.
6. PROVIDE FITTINGS AND ACCESSORIES APPROVED FOR THE PURPOSE EQUAL IN ALL RESPECTS TO THE CONDUIT OR RACEWAY. EMT CONNECTORS AND COUPLINGS SHALL BE STEEL SETSCREW TYPE INDOORS AND STEEL COMPRESSION TYPE IN WET LOCATIONS AND OUTDOORS.

B. WIRES AND CABLES
1. FOR POWER AND LIGHTING SYSTEM 600V OR LESS:
A.) FOR WIRE SIZES #8 AND SMALLER: USE INSULATED PRESSURE TYPE (WITH LIVE SPRING) RATED 105 DEGREES C, 600V, FOR BUILDING WIRING OR FIXTURES. FOR WIRE SIZE #8 AND LARGER: USE T&B OR EQUIVALENT COMPRESSION TYPE WITH 3M #33+ OR PLYMOUTH "SLIPKNOT GREY" TAPE INSULATION.
B.)CONDUCTOR: MINIMUM SIZE #12 AWG.
i. #12 AND #10 AWG SOLID OR STRANDED COPPER
ii. #8 AWG AND LARGER SHALL BE STRANDED COPPER.
C.)INSULATION TYPE:
i. #12 TO #1 AWG: THWN FOR WET OR UNDERGROUND AND THHN FOR DRY LOCATIONS.
ii. #1/0 THROUGH #4/0 AWG: XHHW (55 MILS).
iii. #250 MCM AND LARGER: XHHW (65 MILS).
iv. GROUNDING WIRE: TW.
v.) METAL CLAD (MC) CABLES: CONDUCTORS SHALL BE MADE FROM CLASS B COPPER. SIZES 14 AWG, 12 AWG,, AND 10 AWG MAY BE EITHER SOLID OR STRANDED. 8 AWG AND LARGER SHALL BE STRANDED. THE CONDUCTORS SHALL BE CONSTRUCTED WITH THHN/THWN-2 INSULATION RATED FOR 90 DEGREES, C, DRY OR WET AT 600 VOLTS MAX. A COPPER GROUNDING CONDUCTOR SHALL BE CABLED WITH THE PHASE CONDUCTORS. THE GROUND CONDUCTOR SHALL HAVE GREEN INSULATION. ARMOR SHALL BE INTERLOCKED ALUMINUM, HELICALLY FORMED AROUND THE CONDUCTOR ASSEMBLY AND 45% LIGHTER THAN STEEL MC CABLE. WHERE MC CABLE IS USED IN PATIENT CARE SPACES, THE METALLIC ARMOR SHALL ITSELF QUALIFY AND BE LISTED AS AN EQUIPMENT GROUNDING CONDUCTOR, IN ACCORDANCE WITH CEC 250.118.
FOR SIGNAL AND COMMUNICATIONS CIRCUIT:
A.)SPECIAL CABLES SHALL BE AS SPECIFIED ON DRAWINGS.
B.)CONDUCTORS FOR GENERAL USE SHALL BE STRANDED COPPER CONDUCTOR, #16 AWG MINIMUM, WITH THWN INSULATION FOR UNDERGROUND OR WET LOCATIONS AND THHN INSULATION FOR DRY LOCATIONS.
2. ACCEPTABLE PRODUCTS: GENERAL ELECTRIC, ANACONDA, OKONITE, PARANITE OR TRIANGLE PRODUCTS CONFORMING OR EXCEEDING APPLICABLE IPCEA STANDARDS.

C. OUTLET BOXES, JUNCTION AND PULLBOXES
1. OUTLET BOXES: 4" SQUARE X 1-1/2" DEEP (OR LARGER) GALVANIZED SHEET STEEL KO-TYPE WITH PLASTER RING AND COVER FOR GENERAL INTERIOR USE AND CAST METAL TYPE FS OR FD WITH MATCHING SCREW COVERS FOR EXTERIOR AND EXPOSED INTERIOR LOCATIONS (GASKETED IN DAMP OR WET LOCATIONS).
2. JUNCTION BOXES (FLOOR BOX NOT INCLUDED) SHALL BE SAME AS OUTLET BOXES UP TO 42 CU. IN. AND CODE-GAUGE STEEL IN LARGER SIZES WITH SURFACE OR FLUSH-TYPE SCREW-MOUNTED TRIMCOVERS, BOTH BOXES AND COVERS INHIBITOR-PRIMED AND PAINTED INSIDE OUT.
3. PULL BOXES SHALL BE SAME AS JUNCTION BOXES UNLESS INDICATED OTHERWISE ON THE DRAWINGS, WITH COVERS.
4. TELEPHONE OUTLET BOXES SHALL BE THE TYPE AND SIZE REQUIRED BY THE SERVING TELEPHONE COMPANY BUT NOT SMALLER THAN 4-11/16" SQUARE X 2-1/8" DEEP WITH SINGLE-GANG RING AND SIERRA #S-754N SPLIT PLATE BUSHING.
5. UNDERGROUND AND SITE JUNCTION BOXES, HANDHOLES, AND MANHOLES
A.)SHALL BE MADE UP OF PRECAST CONCRETE WITH TRAFFIC RATED STEEL COVERS. EXTENSIONS SHALL BE PROVIDED AS NECESSARY TO MEET REQUIRED COVERAGE FOR DUCT BANKS.
B.)PROVIDE 10" X 17" (MIN) FOR PULLBOXES, 36" X 60" (MIN) FOR HANDHOLES, AND 6'X8'X6' (MIN) MANHOLES.

D. WIRING DEVICES AND PLATES
1. WIRING DEVICES AND PLATES SHALL BE LISTED FOR SPECIFIC USE.
2. ALL POWER RECEPTACLES AND SWITCHES FOR GENERAL PURPOSE CIRCUITS SHALL BE NEMA SPECIFICATION GRADE. RATED AS FOLLOWS:
A.)GENERAL PURPOSE RECEPTACLES: NEMA 5-15R OR 5-20R
B.)LAB BENCH RECEPTACLES: NEMA 5-20R
C.)DEDICATED RECEPTACLES: NEMA 5-20R
3. SWITCHES: TWENTY (20) AMPERE.
A.)IN MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS, ILLUMINATED LIGHT SWITCHES SHALL BE PROVIDED.
4. ALL GENERAL PURPOSE 20A, 120/250 V RECEPTACLES AND 120/277 V SWITCHES SHALL CONFORM TO NEMA WD-1 SPECIFICATIONS.
5. RECEPTACLES SHALL BE GFCI PROTECTED AND/OR AFCI PROTECTED AND/OR TAMPER RESISTANT AND/OR WEATHER RESISTANT AS REQUIRED PER CEC. EVEN IF NOT SPECIFICALLY CALLED FOR IN THIS DRAWING. PROVIDE WP COVER AS REQUIRED PER CEC.
6. UNLESS OTHERWISE INDICATED, WIRING DEVICES AND COVER PLATES SHALL BE FURNISHED AND INSTALLED IN COLOR AS DIRECTED BY THE ARCHITECT OR OWNER.
A.)OUTLETS SERVED FROM AN EMERGENCY POWER SYSTEM SHALL BE RED.
B.)OUTLETS SERVED FROM THE NORMAL POWER SYSTEM SHALL BE CONFIRMED WITH ARCHITECT.
C.)OUTLETS SERVED FROM AN ISOLATED GROUND SHALL BE ORANGE WITH ISOLATED GROUND (TRIANGULAR) MARKING.

E. CONDUIT HANGERS
1. FOR INDIVIDUAL CONDUIT RUNS NOT DIRECTLY FASTENED TO THE STRUCTURE, USE ROD HANGERS MANUFACTURED BY CADDY, UNISTRUT OR POWERSTRUT. FOR MULTIPLE CONDUIT RUNS, USE UNISTRUT OR POWERSTRUT TRAPEZE TYPE CONDUIT SUPPORT DESIGNED FOR MAXIMUM DEFLECTION NOT GREATER THAN 1/8".

2.03 PANELBOARDS

A. UNLESS OTHERWISE NOTED ACCEPTABLE MANUFACTURERS ARE EATON CUTLER HAMMER, SQUARE D, SIEMENS, GENERAL ELECTRIC, OR APPROVED EQUAL. ELECTRICAL EQUIPMENT ARE BASED ON THE FOLLOWING:
1. LIGHTING AND APPLIANCE PANELBOARDS - SQUARE D NF AND NQOD OR EQUAL
2. POWER PANELBOARDS - SQUARE D, I LINE OR EQUAL
A.)CONSTRUCTION: CABINETS SHALL BE OF CODE GAUGE, GALVANIZED STEEL, SURFACE OR FLUSH MOUNTED AS INDICATED. DOORS SHALL BE OF COLD-ROLLED STEEL WITH CONCEALED HINGES AND FLUSH CATCH AND LOCK. ALL PANELS SHALL BE KEYED ALIKE. PANELS LOCATED ADJACENT TO EACH OTHER SHALL HAVE IDENTICALLY SIZED ENCLOSURE AND TRIMS. MINIMUM PANEL WIDTH SHALL BE 20". FINISH EXPOSED PART WITH ONE COAT OF PRIMER AND ONE COAT OF LIGHT GREY ENAMEL SUITABLE FOR OVER PAINTING IN FIELD IF DESIRED.
B.)BUS BARS: PROVIDE GROUND BLOCK WITH FULL COMPLEMENT OF TERMINALS IN ADDITION TO INSULATED NEUTRAL BUS. FUTURE BREAKER SPACES SHALL HAVE COMPLETE PROVISION INCLUDING BUSSES AND CONNECTING HARDWARE. BUS MATERIAL SHALL BE COPPER OR ALUMINUM FOR INDOOR AND COPPER FOR OUTDOOR.
C.)CIRCUIT BREAKERS: SHALL BE QUICK-MAKE, QUICK-BREAK, MOLDED CASE TYPE.
i. SHALL BE SQUARE D TYPE "QOB" LINE, BOLT-ON TYPE, WITH MINIMUM SYMMETRICAL INTERRUPTING CAPACITY AS SHOWN.
ii. PROVIDE MULTI-POLE UNITS WITH COMMON TRIP ELEMENT.

B. IDENTIFICATION: PROVIDE SCREWED-ON (NO ADHESIVES) BAKELITE OR PHOTO-ETCHED METALLIC NAMEPLATE IDENTIFICATION ON OUTSIDE OF EACH PANEL SHOWING PANEL DESIGNATION, VOLTAGE, PHASE, PANEL SOURCE AND MAIN FEEDER BREAKER SIZE (EXAMPLE: "PANEL LA1, 200A, 208Y/120V, 3PH, 4W, FED FROM 200A CB IN PANEL LA") IN MINIMUM 1/8" HIGH LETTERS. EACH PANEL SHALL CONTAIN A METAL-FRAMED CIRCUIT DIRECTORY INSIDE COVER, WITH PLASTIC PROTECTOR.

C. COMPLETE SHOP DRAWINGS ARE REQUIRED. DIMENSIONS SHALL MATCH FLOOR PLANS AND ELEVATIONS.

2.04 LOAD CENTERS (FOR RESIDENTIAL ONLY OR IF ALLOWED BY THE ENGINEER OF RECORD)

A. LOAD CENTERS TO BE FURNISHED AND INSTALLED AT LOCATIONS AS SHOWN ON THE DRAWINGS. LOAD CENTERS SHALL BE OF THE TYPE APPROVED, INDICATED, AND SPECIFIED HEREIN.

B. ENCLOSURE SHALL BE FABRICATED OF COLD ROLLED STEEL FOR NEMA 1 AND GALVANNEALED STEEL OR EQUIVALENT RUST-RESISTANT STEEL FOR NEMA 3R. INDOOR TYPE L ENCLOSURES SHALL HAVE A FLUSH FRONT, WITH FINISH TO BE AS SELECTED BY ARCHITECT. WHEN USED, OUTDOOR TYPE 3R ENCLOSURES SHALL HAVE A HASP TO SECURE THE COVER. A DIRECTORY LABEL SHALL BE PROVIDED WITH CIRCUITS IDENTIFIED AS INDICATED ON THE SCHEDULE.

C. BUS BAR CONNECTIONS TO THE BRANCH CIRCUIT BREAKERS SHALL BE THE DISTRIBUTED PHASE TYPE AND SHALL ACCEPT PLUG-ON CIRCUIT BREAKERS. 300-400 A LOAD CENTERS SHALL ACCEPT A 150 A MAXIMUM BOLT-ON BREAKER IN ADDITION TO PLUG-ON TYPES. C. SHORT CIRCUIT CURRENT RATINGS AMPERE RMS SYMMETRICAL SHORT CIRCUIT RATINGS SHALL BE COORDINATED WITH PG&E.

D. CIRCUIT BREAKERS SHALL BE SQUARE D TYPE QO (PLUG-ON) THERMAL MAGNETIC TRIP OR APPROVED EQUAL, WITH AN INTEGRAL CROSSBAR TO ENSURE SIMULTANEOUS OPENING OF ALL POLES IN MULTI-POLE CIRCUIT BREAKERS. CIRCUIT BREAKERS SHALL HAVE AN OVERCENTER, TRIPFREE, TOGGLE-TYPE OPERATING MECHANISM WITH QUICK-MAKE, QUICK-BREAK ACTION AND POSITIVE HANDLE INDICATION. HANDLES SHALL HAVE ON, OFF, AND "TRIPPED" POSITIONS. IN ADDITION, TRIP INDICATION SHALL INCLUDE A VISI-TRIP INDICATOR APPEARING IN THE WINDOW OF THE CIRCUIT BREAKER CASE (THROUGH 125 AMPERES). CIRCUIT BREAKERS SHALL BE UL LISTED IN ACCORDANCE WITH UL STANDARD 489 WITH CURRENT RATINGS AS NOTED ON THE PLANS. INTERRUPTING RATINGS SHALL BE SELECTED TO PROVIDE THE REQUIRED LOAD CENTER SHORT CIRCUIT CURRENT RATING.

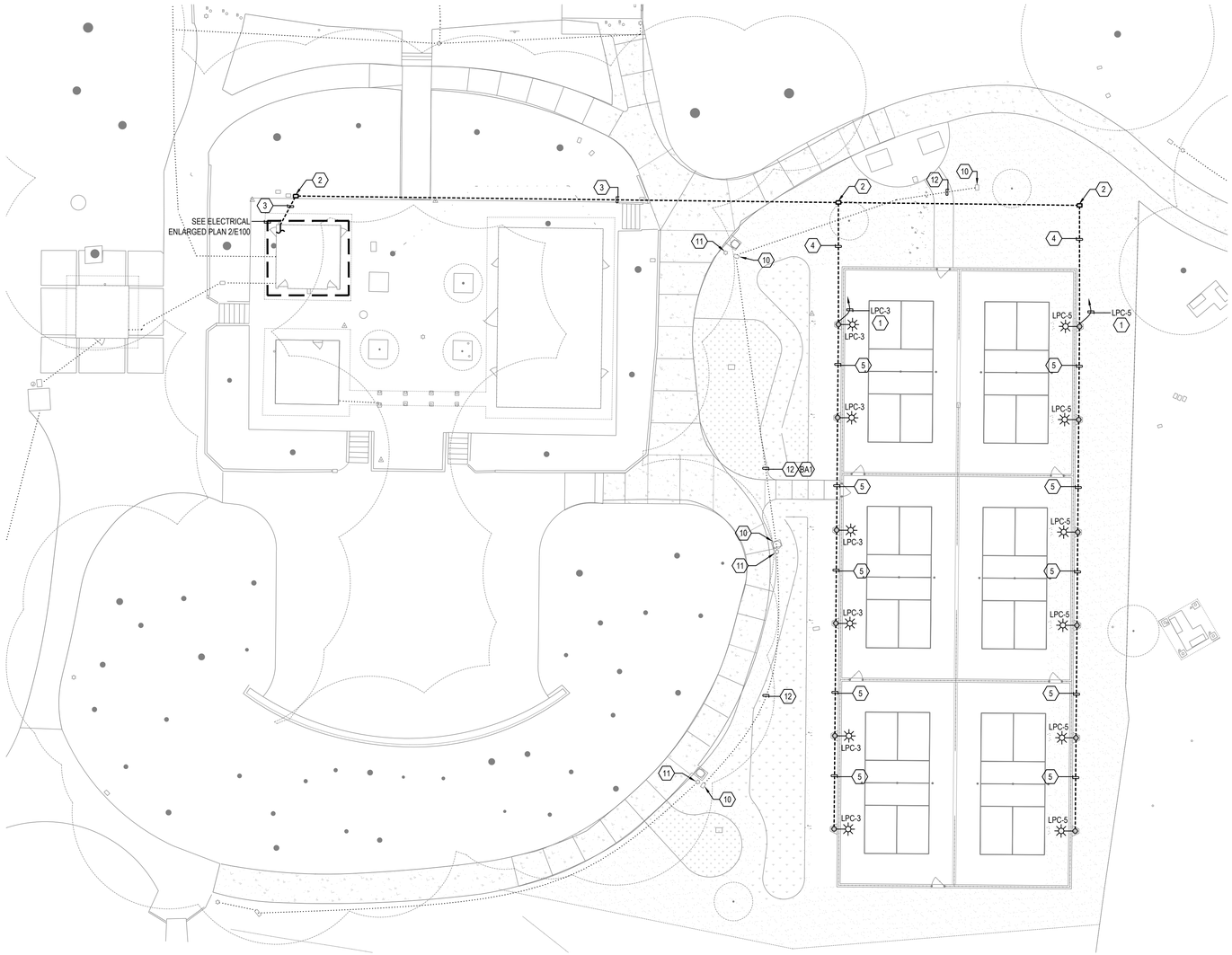
E. MANUFACTURERS: PANELBOARDS SHALL BE GENERAL ELECTRIC TYPE "AQ" OR TYPE "AE" OR EQUIVALENT PRODUCTS OF EATON, SQUARE-D OR SIEMENS-ITE.

2.05 SERVICE ENTRANCE EQUIPMENT

A. SERVICE ENTRANCE EQUIPMENT ARE SUBJECT TO THE REQUIREMENTS OF THE UTILITY COMPANIES PROVIDING SERVICES TO PROJECT SITE. EQUIPMENT SHOWN ON THE CONSTRUCTION DOCUMENTS IS A GENERAL GUIDELINE AND SHALL BE ADJUSTED TO MEET SPECIFIC UTILITIES REQUIREMENTS. CONTRACTOR TO PROVIDE METERING EQUIPMENT SUBMITTALS FOR UTILITY COMPANY REVIEW AND APPROVAL PRIOR TO ORDERING OF EQUIPMENT.

B. ENCLOSURES, PULL SECTIONS, AND TERMINATIONS SHALL BE TOTALLY ENCLOSED, DEAD FRONT, FREE-STANDING, FRONT AND REAR ALIGNED. ACCESSIBILITY SHALL BE FROM THE FRONT. THE EQUIPMENT SHALL BE NEMA TYPE 1 OR NEMA TYPE 3R NON-WALK-IN RAINPROOF. THE FRAMEWORK SHALL BE STEEL, SECURED TOGETHER TO SUPPORT ALL COVER PLATES, BUSSING, AND COMPONENT DEVICES DURING SHIPMENT AND INSTALLATION. ALL COVERS SHALL HAVE UTILITY SEALING PROVISIONS WHERE REQUIRED BY THE UTILITY.

C. THE ENTIRE SERVICE ENTRANCE EQUIPMENT SHALL BE SUITABLE FOR OPERATION AT THE SPECIFIED AVAILABLE FAULT CURRENT. THE EQUIPMENT SHALL BE LABELED TO INDICATE THE MAXIMUM AVAILABLE FAULT CURRENT RATING, TAKING INTO



ELECTRICAL SITE PLAN | SCALE 1" = 20' - 0" | 1

GENERAL NOTES:

A. ALL CONDUIT BELOW GRADE TO BE PVC SCHEDULE 40. LOCATE 2'-6" BELOW GRADE AND PROVIDE CAUTION TAPE 1'-0" BELOW GRADE.

B. ALL CONDUIT STUB-UPS TO BE RIGID GALVANIZED STEEL.

C. PROVIDE 10'-0" x 5/8" COPPER GROUNDS ROD AT BASE OF ALL POLE LIGHTING.

D. ALL OUTDOOR JUNCTION AND/OR PULL BOXES TO BE CAST STEEL NEMA 3R.

E. ALL UNDERGROUND CONDUIT SHALL BE INSTALLED TO MEET THE MINIMUM COVER REQUIREMENT OF CEC TABLE 300.5 AND THE REQUIREMENTS OF ALL OTHER AUTHORITIES HAVING JURISDICTION.

F. REFER TO VOLTAGE DROP TABLE FOR 20A GENERAL RECEPTACLE & LIGHTING BRANCH CIRCUITS ON E300.

G. ALL INSTALLATION AND EQUIPMENT SHALL MEET LOCAL UTILITY CO AND LOCAL AUTHORITIES REQUIREMENTS.

H. COORDINATE LOCATION OF ALL POLE MOUNTED FIXTURES WITH LANDSCAPING FEATURES.

I. DO NOT INSTALL POLE BASES ON THE DRIVEWAYS, WALKWAYS, SIDEWALKS OR PARKING SPACES. IF POLE BASES ARE INSTALLED IN SUCH AREAS, COORDINATE THE EXACT LOCATION SO IT HAS A MINIMAL IMPACT IN THOSE AREAS AND IT DOES NOT INTERFERE WITH ADA ACCESSIBILITY WHERE APPLICABLE.

J. CONTRACTOR TO PROVIDE UNIT PRICING (CONDUIT, TRAFFIC RATED COVER, PULLBOX & TRENCH) TO GENERAL CONTRACTOR.

K. CONTRACTOR TO PROVIDE PULL BOX FOR EVERY 200' CONDUIT RUN.

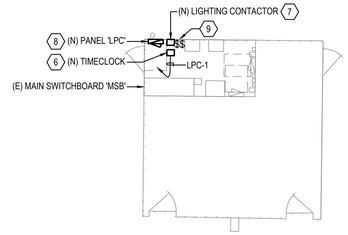
L. ALL TRENCHING, SAW-CUTTING, REMOVAL, DISPOSAL, AND PATCHING OF EXISTING CONCRETE/ASPHALT, CONCRETE SLAB FLOOR AND WALL CORE DRILLING AS REQUIRED FOR THE INSTALLATION OF THE ELECTRICAL SYSTEMS SHOWN SHALL BE BY GENERAL CONTRACTOR. CONTRACTOR TO PROVIDE EXCAVATION AND BACKFILL PER UTILITY REQUIREMENT. PROVIDE PATCHING TO MATCH EXISTING SURFACE.

M. INVESTIGATE EXISTING UNDERGROUND STRUCTURE PRIOR TO START OF EXCAVATION.

N. WORKING CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT SHALL BE MAINTAINED. COMPLY WITH THE LATEST EDITION OF THE CEC AND UTILITY COMPANY STANDARDS.
PROVIDE EQUIPMENT LAYOUT INDICATING THE WORKING CLEARANCE FOR ARCHITECTS/ENGINEER'S REVIEW PRIOR TO INSTALLATION OF EQUIPMENT.

KEY NOTES: (X)

1. NEW SPORTS POLE LIGHTING. PROVIDE UNDERGROUND JUNCTION BOX FOR EVERY TURN.
HOMERUN: 1-#8 H + 1-#8 N + 1-#8G IN 1"C. DOWN STREAM LIGHTING FIXTURE SHALL BE CIRCUITED WITH 1-#10 H + 1-#10 N + 1-#10G IN 3/4"C.
2. FURNISH AND INSTALL ELECTRICAL UNDERGROUND JUNCTION BOX TYPE CHRISTY N09 ELECTRICAL BOX OR EQUAL.
3. TRENCH AND INSTALL 4#8 AWG CU + 1#8G AWG CU IN 1" UNDERGROUND PVC SCHEDULE 40 CONDUIT.
4. TRENCH AND INSTALL 2#8 AWG CU + 1#8G AWG CU IN 1" UNDERGROUND PVC SCHEDULE 40 CONDUIT.
5. TRENCH AND INSTALL 2#10 AWG CU + 1#10G AWG CU IN 3/4" UNDERGROUND PVC SCHEDULE 40 CONDUIT FOR EACH DOWN STREAM LIGHTING FIXTURE.
6. FURNISH AND INSTALL NEW TIMECLOCK INTERMATIC ET90215C AND PHOTOCELL INTERMATIC KC4121C OR EQUAL WITH REMOTE CAPABILITY TO REVISE SCHEDULE FOR CONTROL OF POLE LIGHTING. COORDINATE LIGHTING ON/OFF SCHEDULE WITH CITY REPRESENTATIVE. REFER TO DETAIL 5 ON SHEET E600 FOR MORE INFORMATION.
7. FURNISH AND INSTALL NEW 2 POLE NORMALLY OPEN CONTACTORS SQUARE D 8903LG20V04 OR EQUAL. REFER TO DETAIL 5 ON SHEET E600 FOR MORE INFORMATION.
8. FURNISH AND INSTALL NEW PANEL LPC. REFER TO SINGLE LINE DIAGRAM ON SHEET E300 FOR MORE INFORMATION.
9. FURNISH AND INSTALL OVERRIDE SWITCH. REFER TO DETAIL 5 ON SHEET E600 FOR MORE INFORMATION.
10. EXISTING UNDERGROUND BOX TO BE ADJUSTED TO GRADE.
11. EXISTING LIGHTING TO REMAIN AND PROTECTED DURING CONSTRUCTION.
12. EXISTING ELECTRICAL FEEDER TO REMAIN AND PROTECTED DURING CONSTRUCTION.
13. BID ALTERNATE: EC TO INVESTIGATE EXISTING UNDERGROUND STRUCTURE AND CONFIRM DEPTH OF EXISTING ELECTRICAL CONDUIT. RELOCATE EXISTING ELECTRICAL CONDUIT CLOSER TO PATHWAY AS NECESSARY IF IN CONFLICT WITH EXISTING UTILITIES. ALL TRENCHING, EXCAVATION, DISPOSAL, REMOVAL AND PATCHING / BACKFILLING OF EXISTING SURFACE AS REQUIRED FOR THE INSTALLATION OF THE ELECTRICAL SYSTEM SHOWN SHALL BE BY GENERAL CONTRACTOR. PROVIDE PATCHING TO MATCH EXISTING SURFACE.



ELECTRICAL ENLARGED PLAN | SCALE 1/8" = 1' - 0" | 2

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LAS ANIMAS VETERANS PARK

PICKLEBALL IMPROVEMENT

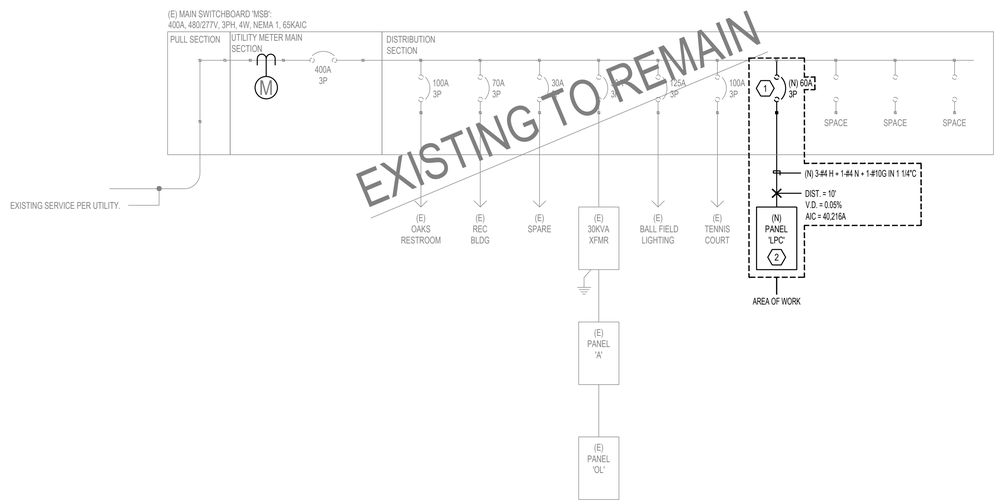
LAS ANIMAS VETERANS PARK
MANTELLI DR., GILROY, CA 95020

DRAWN	CL/JV
SCALE	AS NOTED
DATE	20. MARCH 2026

DRAWING TITLE:

ELECTRICAL SITE PLAN

E100



GENERAL NOTES:

A. ALL EQUIPMENT IS EXISTING UNLESS NOTED OTHERWISE AS "(N)" NEW.

B. ALL DEVICES ARE 3 POLE UNLESS OTHERWISE NOTED.

C. ONLY U.L. LISTED EQUIPMENT SHALL BE USED.

D. ALUMINUM WIRE IS ALLOWED.

E. RATING OF ALL OVERCURRENT PROTECTION DEVICES, SWITCHES AND MAGNETIC STARTERS TO BE VERIFIED WITH NAMEPLATE RATING OF ASSOCIATED UNIT AND TO BE REVISED AS REQUIRED.

F. PROVIDE ALL NECESSARY SIGNAGE AS REQUIRED BY CEC 695 & 700.

G. ELECTRICAL CONTRACTOR TO PROVIDE ALL FUSES AS REQUIRED.

H. WIRING FOR EMERGENCY SOURCE SHALL BE INDEPENDENT FROM NORMAL AND OPTIONAL SYSTEMS PER CEC 700.9.

KEY NOTES: (X)

1. FURNISH AND INSTALL NEW 60A, 3 POLE, 480V BREAKER IN EXISTING DISTRIBUTION SECTION IN EXISTING ELECTRICAL ROOM. REFER TO SHEET E100 FOR LOCATION.

2. FURNISH AND INSTALL NEW 100A, 277/480V, 3PH,4W 18 CIRCUIT SURFACE MOUNTED PANEL.

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LAS ANIMAS VETERANS PARK
MANTELLI DR., GILROY, CA 95020

DRAWN CL/JV
SCALE AS NOTED
DATE 20. MARCH 2026

DRAWING TITLE:

ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES

E300

ELECTRICAL SINGLE LINE DIAGRAM | SCALE NTS | 2

VOLTAGE DROP CALCULATION (480/277V SYSTEM)

BRANCH CIRCUIT: 3% MAX

LOAD PER PHASE (KVA)	MAXIMUM SIZE CB (A)	WIRE SIZE (AWG)	GROUND WIRE SIZE (AWG)	MAXIMUM LENGTH OF BRANCH CIRCUIT PER UTILIZATION VOLTAGE (277V, 1PH)	(480V, 1PH)	(480V, 3PH)	NOTES AND REMARKS
< 4.43	20	#12	#12	130 FT.	195 FT.	260 FT.	
		#10	#10	217 FT.	325 FT.	433 FT.	
		#8	#8	333 FT	500 FT.	667 FT.	
< 4.0	20	#12	#12	144 FT.	216 FT.	288 FT.	
		#10	#10	240 FT.	360 FT.	480 FT.	
		#8	#8	369 FT	554 FT.	738 FT.	
< 3.5	20	#12	#12	164 FT.	247 FT.	329 FT.	
		#10	#10	274 FT.	411 FT.	549 FT.	
		#8	#8	422 FT	633 FT.	844 FT.	
< 2.5	20	#12	#12	230 FT.	346 FT.	461 FT.	
		#10	#10	384 FT.	576 FT.	768 FT.	
		#8	#8	590 FT	886 FT.	1182 FT.	
< 2.0	20	#12	#12	288 FT.	432 FT.	576 FT.	
		#10	#10	480 FT	720 FT.	960 FT.	
< 1.5	20	#12	#12	384 FT.	576 FT.	786 FT.	
		#10	#10	639 FT.	960 FT.	1280 FT.	
< 1.0	20	#12	#12	575 FT.	864 FT.	1152 FT.	
		#10	#10	959 FT.	1440 FT.	1920 FT.	

1. CONTRACTOR SHALL REFER TO THIS TABLE PRIOR TO START OF BRANCH CIRCUIT ROUGH-IN.
2. CONTRACTOR SHALL USE THE APPROPRIATE WIRE SIZE IN CONJUNCTION WITH THE LENGTH OF THE PROPOSED FIELD VERIFIED ROUTING OF BRANCH CIRCUIT WIRING (INCLUDING VERTICAL & LATERAL RUN, ROUTED PARALLEL / PERPENDICULAR TO THE BUILDING STRUCTURE).
   SEE PANEL SCHEDULE FOR THE CORRESPONDING KVA LOAD PER PHASE OF A PARTICULAR BRANCH CIRCUIT.
4. RESISTANCE VALUES ARE FOR UNCOATED COPPER WIRES IN STEEL CONDUIT, 75 DEGREE C., OPERATING AT 60 HZ.

NOTES:

VOLTAGE DROP CALCULATION (208/120V SYSTEM)

BRANCH CIRCUIT: 3% MAX

LOAD PER PHASE (KVA)	MAXIMUM SIZE CB (A)	WIRE SIZE (AWG)	GROUND WIRE SIZE (AWG)	MAXIMUM LENGTH OF BRANCH CIRCUIT PER UTILIZATION VOLTAGE (120V, 1PH)	(208V, 1PH)	(208V, 3PH)	NOTES AND REMARKS
< 1.92	20	#12	#12	56 FT.	85 FT.	113 FT.	A
		#10	#10	94 FT.	141 FT.	188 FT.	A
		#8	#8	144 FT	217 FT.	289 FT.	A
		#6	#6	230 FT.	345 FT.	460 FT.	A
< 1.44	20	#12	#12	75 FT.	113 FT.	150 FT.	A
		#10	#10	125 FT.	188 FT.	250 FT.	A
		#8	#8	192 FT	289 FT.	385 FT.	A
		#6	#6	306 FT.	460 FT.	613 FT.	A
< 1.26	20	#12	#12	86 FT.	129 FT.	172 FT.	
		#10	#10	143 FT.	215 FT.	286 FT.	
		#8	#8	220 FT	330 FT.	440 FT.	
< 1.08	20	#12	#12	100 FT.	150 FT.	200 FT.	
		#10	#10	167 FT.	250 FT.	334 FT.	
		#8	#8	256 FT	385 FT.	514 FT.	
< 0.9	20	#12	#12	120 FT.	180 FT.	240 FT.	
		#10	#10	200 FT.	300 FT.	401 FT.	
< 0.72	20	#12	#12	150 FT.	225 FT.	300 FT.	
		#10	#10	250 FT.	376 FT.	501 FT.	

1. CONTRACTOR SHALL REFER TO THIS TABLE PRIOR TO START OF BRANCH CIRCUIT ROUGH-IN.
2. CONTRACTOR SHALL USE THE APPROPRIATE WIRE SIZE IN CONJUNCTION WITH THE LENGTH OF THE PROPOSED FIELD VERIFIED ROUTING OF BRANCH CIRCUIT WIRING (INCLUDING VERTICAL & LATERAL RUN, ROUTED PARALLEL / PERPENDICULAR TO THE BUILDING STRUCTURE).
   SEE PANEL SCHEDULE FOR THE CORRESPONDING KVA LOAD PER PHASE OF A PARTICULAR BRANCH CIRCUIT.
4. RESISTANCE VALUES ARE FOR UNCOATED COPPER WIRES IN STEEL CONDUIT, 75 DEGREE C., OPERATING AT 60 HZ.

NOTES:
A = THE VALUES IN "120V, 1PH" COLUMN ARE TO BE USED FOR GENERAL PURPOSE RECEPTACLE LOADS.

VOLTAGE DROP TABLES | SCALE NTS | 3

PANEL 'LPC'

VOLTAGE: 277/480 | WIRE: 4 | MOUNTING: SURFACE | NOTES:
BUS RATING: 100A | PHASE: 3 | AIC RATING: 42,000
MAIN REQUIREMENT: 60A MAIN | TYPE: NEMA 1 | CONDITION: NEW

CKT#	NOTES	LOAD	CB P	CB T	LOAD DESCRIPTION	LOAD KVA	PHASE	LOAD KVA	LOAD DESCRIPTION	CB P	CB T	LOAD	NOTES	CKT#
1		D	1	20	TIMECLOCK	0.30	A		SPACE					2
3		C	1	20	LTG - LEFT COURT	3.47	B		SPACE					4
5		C	1	20	LTG - RIGHT COURT	3.47	C		SPACE					6
7					SPACE		A		SPACE					8
9					SPACE		B		SPACE					10
11					SPACE		C		SPACE					12
13					SPACE		A		SPACE					14
15					SPACE		B		SPACE					16
17					SPACE		C		SPACE					18

CONNECTED LOAD:

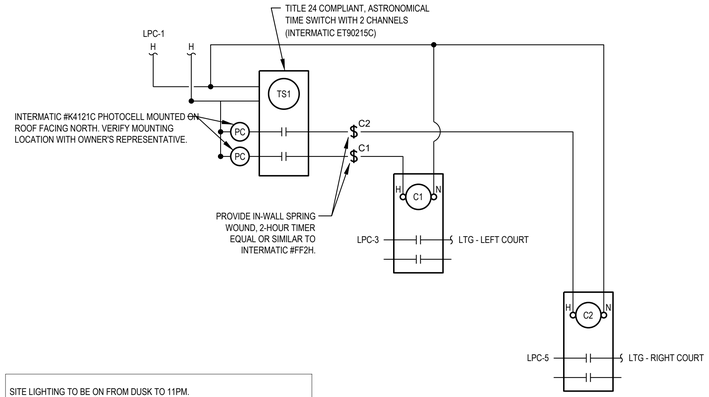
PHASE A	0.30	KVA
PHASE B	3.47	KVA
PHASE C	3.47	KVA
TOTAL	7.25	KVA

NOTES:

DEMAND LOAD CALCULATION

DEMAND LOAD	SUBTOTAL	CEC DEMAND FACTOR	
CONTINUOUS LOAD (C)	6.95	125%	8.69
DEDICATED LOAD (D)	0.30	100%	0.30
GENERAL RECEPTACLE (G)	0.00	100% of 1st 10kVA & 50% of remaining	0.00
KITCHEN EQUIPMENT (K)	0.00	65%	0.00
LARGEST MOTOR LOAD (M)	0.00	125% of largest motor load + 100% remaining	0.00
		TOTAL DEMAND KVA	8.99
		AMPS @277/480, 3 PHASE, 4WIRE	**10.81**

PANELBOARD SCHEDULE | SCALE NTS | 1



SITE LIGHTING TO BE ON FROM DUSK TO 11PM.
CONFIRM DAILY PARK HOURS WITH CITY REPRESENTATIVE.

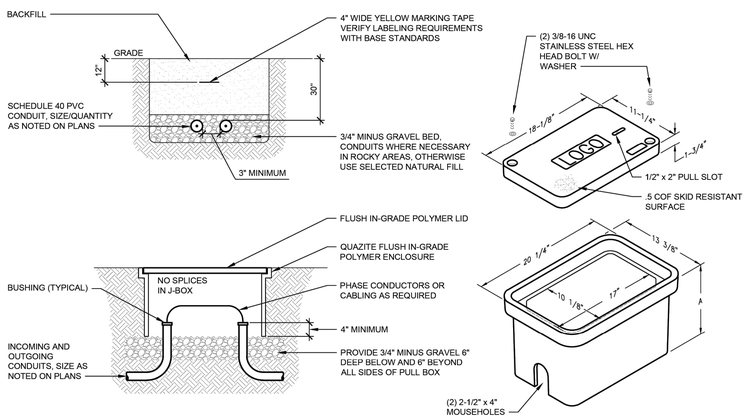
ELECTRICAL CONTROL DIAGRAM | SCALE NTS | 5

EXTERIOR LIGHTING FIXTURE SCHEDULE

TAG	DESCRIPTION	MANUFACTURER	(QTY)LAMP	VOLTS	WATTS	NOTES
P1	POLE MOUNTED LED AREA LIGHT WITH SINGLE HEAD	LSI INDUSTRIES INC. ZNL-78L-CT-40 (ZONE LARGE) POLE: RTP-B3-S11G-22-S-BRZ-25-SRTBC-AB-KIT-122588 OR ALTERNATE NLS LIGHTING VUE-34X-SP192L-64-40K7 UNV POLE: RTSP-22-11G-12BC-SGL-BRZ-136	LED	UNV 120-277V	579W	- MOUNT 22'-0" AFG. SEE DETAIL 2 IN THE SAME SHEET.

GENERAL NOTES:
1. ALL FIXTURES AND LAMPS ARE FURNISHED AND INSTALLED BY CONTRACTOR, UON.
2. ALL LIGHT FIXTURE SHALL BE WET LISTED FOR OUTDOOR INSTALLATION.

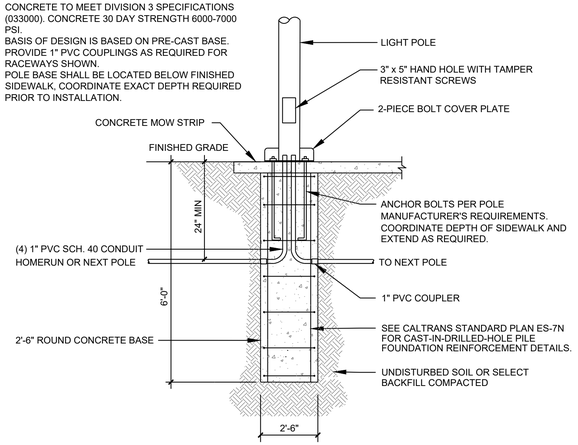
LIGHTING FIXTURE SCHEDULE | SCALE NTS | 3



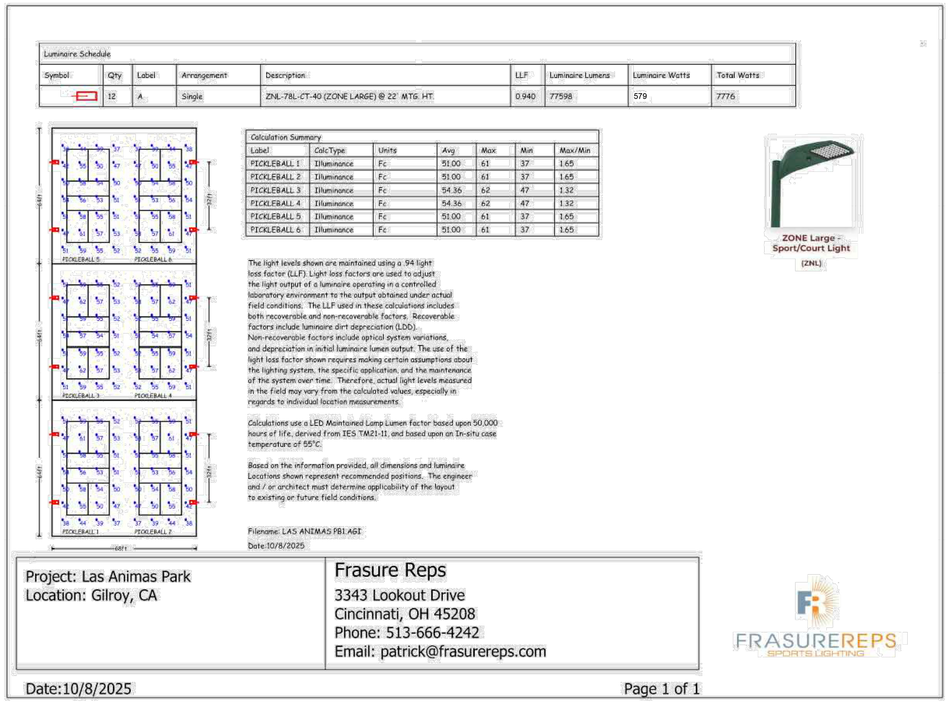
IN-GRADE HANDHOLE DETAIL AND TRENCHING DETAIL | SCALE NTS | 4

DETAIL NOTES:

1. CONCRETE TO MEET DIVISION 3 SPECIFICATIONS (033000). CONCRETE 30 DAY STRENGTH 6000-7000 PSI.
2. BASIS OF DESIGN IS BASED ON PRE-CAST BASE.
3. PROVIDE 1" PVC COUPLINGS AS REQUIRED FOR RACEWAYS SHOWN.
4. POLE BASE SHALL BE LOCATED BELOW FINISHED SIDEWALK, COORDINATE EXACT DEPTH REQUIRED PRIOR TO INSTALLATION.



POLE BASE DETAIL (TYPES S03, S04A, S04A-2) | SCALE NTS | 2



PHOTOMETRIC SITE PLAN | SCALE NTS | 1

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LAS ANIMAS VETERANS PARK

PICKLEBALL IMPROVEMENT

LAS ANIMAS VETERANS PARK
MANTELLI DR., GILROY, CA 95020

DRAWN CL/JV
SCALE AS NOTED
DATE 20. MARCH 2026

DRAWING TITLE:

ELECTRICAL DETAILS

E600

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LAS ANIMAS VETERANS PARK
PICKLEBALL IMPROVEMENT
LAS ANIMAS VETERANS PARK
MANTELLI DR., GILROY, CA 95020

Catalog # : _____ Project : _____ Type : _____
Prepared By : _____ Date : _____

ZONE® Large (ZNL)
Outdoor Sports Light

IP66 IK08



OVERVIEW	
Lumen Range	50,000 - 78,000
Wattage Range	353 - 579
Efficacy Range (LPW)	128 - 150
Weight lbs (kg)	60 (27.2)
Control Options	IMSBT, ALB, ALS, 7-Pin

QUICK LINKS
Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction
- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 68 lbs in carton

Optical System
- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated seal.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in distribution types CT and FT.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 95%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377.
- Minimum CRI of 70
- Integral louver (IL) and integral half louver (IH) options available for enhanced backlight control.

Electrical
- High-performance driver features overvoltage, under-voltage, short-circuit and over temperature protection.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L90 Calculated Life: >100k Hours (See Lumen Maintenance on Page 3)
- Total harmonic distortion: <20%
- Operating temperature: 50L and 60L: -40°C to +50°C (-40°F to +122°F). 65L and 78L: -40°C to +40°C (-40°F to +104°F)
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Driver is fully encased in potting material for moisture resistance and complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls
- Optional integral passive infrared Bluetooth™ programmable motion and photocell sensor. Fixtures operate idependently and can be commmissioned via iOS or Android configuration app.
- LSI's AirLink wireless control system options allow for programming and group control while reducing energy and maintenance costs and optimizing light quality (see controls section for more details).

Installation
- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block (accepts up to 12 ga. wire).
- 5' Dimming and Power leads included when Fixed Mounting Studs are ordered.
- Utilizes both B3 and B5 drill patterns for easy fastening of LSI products. (See drawing in poles section).

Warranty
- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings
- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP66 rated Luminaire per IEC 60598-1.
- 3G rated for ANSI C136.31 high vibration applicationsapplicationsare qualified.
- IK08 rated luminiare per IEC 66262 mechanical impact code.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)

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ZONE® Large (ZNL) Outdoor Sports Light

Type : _____

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: ZNL 60L CT UNV 50 ALBCS1 BLK IH

Prefix	Output	Distributions	Orientation	Voltage	Color Temperature
ZNL - ZONE® Large	**50L** - 50,000 lms, 353W **60L** - 60,000 lms, 399W **65L** - 65,000 lms, 474W **78L** - 78,000 lms, 579W Custom Lumen Packages[1]	**CT** - Court Optic **FT** - Forward Throw	**(Blank)** - Standard (no rotation) **L** - Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**50** - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT

Controls	Finish	Options
(Blank) - None **Wireless Controls System** **ALSDC** - AirLink Synapse Control System **ALSCS02** - AirLink Synapse Control System with 12-20' Motion Sensor **ALSCS04** - AirLink Synapse Control System with 20-40' Motion Sensor **ALBMR21LR** - AirLink Blue Long Range Wireless Motion & Photo Sensor Controller (8-15' mounting height)[3] **ALBMR22LR** - AirLink Blue Long Range Wireless Motion & Photo Sensor Controller (16-40' mounting height)[3] **Stand-Alone Controls** **CXT** - 0-10v Dimming leads extended to housing exterior **CR7P** - 7 Pin Control Receptacle ANSI C136.41.22 **IMSBT1L** - Integral Bluetooth™ Motion and Photocell Sensor max 8-24' mounting height[3] **IMSBT2L** - Integral Bluetooth Motion and Photocell Sensor max 25-40' mounting height[3]	**BLK** - Black **BRZ** - Dark Bronze **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **GRN** - Green **WHT** - White	**(Blank)** - None **IH** - Integral Half Louver (Moderate Spill Light Cutoff **IL** - Integral Louver (Sharp Spill Light Cutoff) **FMS** - Fixed Mounting Studs[4]

Need more information? Click here for our glossary

Have additional questions? Call us at (800) 436-7800

Accessory Ordering Information[6]

CONTROLS ACCESSORIES[5]	
Description	**Order Number**
Twist Lock Photocell (120V) for use with CR7P[7]	**122514**
Twist Lock Photocell (208-277) for use with CR7P[7]	**122515**
Twist Lock Photocell (347V) for use with CR7P[7]	**122516**
Twist Lock Photocell (480V) for use with CR7P[7]	**122518O**
AirLink 5 Pin Twist Lock Controller[7]	**661409**
AirLink 7 Pin Twist Lock Controller[7]	**661410**
AirLink Synapse Central Base Station	**TBD**
AirLink Synapse Remote Access 12 month subscription	**TBD**
AirLink Synapse Dynamic Behavior Software	**TBD**
Shorting Cap for use with CR7P[7]	**149328**

FUSING OPTIONS[5]	
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

EXTERNAL SHIELDING OPTIONS	
3" External Shield	See Shielding Guide
6" External Shield	

1 Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2 Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
3 Motion sensors are field configurable via an app that can be downloaded from your smartphone's native app store. See controls section for more details.
4 For use with ZNL upswept arm only. Please see accessory table for ordering details.
5 Accessories are shipped separately and field installed.
6 Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
7 "CSA" denotes finish. See Finish options.

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ZONE® Large (ZNL) Outdoor Sports Light

Type : _____

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PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
50L	CT	70	50,639	143	B4-U0-G3	52,572	149	B4-U0-G3	52,497	149	B4-U0-G3	353
	CT IH		39,817	113	B3-U0-G3	41,357	119	B3-U0-G3	41,261	117	B3-U0-G3	
	CT IL		32,026	91	B2-U0-G2	33,248	96	B2-U0-G2	33,188	94	B2-U0-G2	
	FT		50,378	143	B4-U0-G5	53,086	150	B4-U0-G5	52,205	148	B4-U0-G5	
	FT IH		37,111	105	B3-U0-G5	39,106	111	B3-U0-G5	38,458	109	B3-U0-G5	
	FT IL		29,854	85	B2-U0-G4	31,459	89	B2-U0-G4	30,958	88	B2-U0-G4	
60L	CT		56,378	141	B4-U0-G3	58,531	147	B4-U0-G4	58,447	146	B4-U0-G4	399
	CT IH		43,980	110	B3-U0-G3	46,545	116	B3-U0-G3	45,576	114	B3-U0-G3	
	CT IL		35,376	89	B2-U0-G3	37,278	95	B2-U0-G3	36,660	92	B2-U0-G3	
	FT		55,647	139	B5-U0-G5	58,639	147	B5-U0-G5	57,666	145	B5-U0-G5	
	FT IH		40,992	103	B3-U0-G5	43,196	108	B3-U0-G5	42,480	106	B3-U0-G5	
	FT IL		32,977	83	B2-U0-G4	34,750	87	B2-U0-G5	34,173	86	B2-U0-G5	
65L	CT		64,952	137	B4-U0-G4	67,431	142	B4-U0-G4	67,336	142	B4-U0-G4	474
	CT IH		50,668	107	B3-U0-G3	53,392	113	B3-U0-G3	52,506	111	B3-U0-G3	
	CT IL		40,756	86	B2-U0-G3	42,947	91	B2-U0-G3	42,234	89	B2-U0-G3	
	FT		64,109	135	B5-U0-G5	67,556	143	B5-U0-G5	66,435	140	B5-U0-G5	
	FT IH		47,226	100	B3-U0-G5	49,765	105	B3-U0-G5	48,940	103	B3-U0-G5	
	FT IL		37,992	80	B2-U0-G5	40,034	84	B2-U0-G5	39,370	83	B2-U0-G5	
78L	CT		74,745	129	B4-U0-G4	77,598	134	B5-U0-G4	77,488	134	B5-U0-G4	579
	CT IH		58,669	101	B3-U0-G4	61,823	107	B3-U0-G4	60,798	105	B3-U0-G4	
	CT IL		47,191	82	B3-U0-G3	49,728	86	B3-U0-G3	48,903	84	B3-U0-G3	
	FT		74,231	128	B5-U0-G5	78,222	135	B5-U0-G5	76,925	133	B5-U0-G5	
	FT IH		54,682	94	B3-U0-G5	57,623	100	B3-U0-G5	56,666	98	B3-U0-G5	
	FT IL		43,990	76	B2-U0-G5	46,355	80	B2-U0-G5	45,586	79	B2-U0-G5	

*LEDs are frequently updated therefore values are nominal

ELECTRICAL DATA* (AMPS)

Lumen Package	Wattage	120V	208V	240V	277V	347V	480V
50L	353	2.94	1.70	1.47	1.27	1.02	0.74
60L	399	3.33	1.92	1.66	1.44	1.15	0.83
65L	474	3.95	2.28	1.98	1.71	1.37	0.99
78L	579	4.83	2.78	2.41	2.09	1.67	1.21

*Electrical data at 25C (77F). Actual wattage may differ by +/-10%.

RECOMMENDED LUMEN MAINTENANCE[10]

Ambient Temp	Lumen Multiplier				
C	0 hrs.[11]	25K hrs.[11]	50K hrs.[11]	75K hrs.[12]	100K hrs.[12]
0 C - 40 C	100%	100%	97%	94%	92%

10 Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
11 In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X)the IESNA LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip).
12 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times 9A LM-80-08 total test duration (in hours) for the device under testing (DUT) i.e. the packaged LED chip).

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DRAWN CL/JV
SCALE AS NOTED
DATE 20. MARCH 2026

DRAWING TITLE:

EXTERIOR LIGHTING CUTSHEETS

E601

EXTERIOR LIGHTING CUTSHEETS | SCALE NTS | 1

WATER EFFICIENT LANDSCAPE WORKSHEET: NEW

Project Name: Las Animas Veterans Park Irriga | Status: | Calc By: CZ
Project Number: 26.016 | Date: 4/7/2026

Reference Evapotranspiration (ETo) 43.60

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b] s or d	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
1. Bioswale	0.3	s	0.75	0.40	6,740	2696.00	72878.27
2 Trees	0.4	s	0.75	0.53	80	42.67	1153.37
				Totals	(A) 6820	(B) 2738.67	74031.64
Special Landscape Areas							
7 Traditional Turf				1.00	8,400	8400.00	227068.80
				1.00	0	0.00	0.00
				Totals	(C) 8400	(D) 8400.00	227068.80
						ETWU Total (Gallons)	301100.44
						Maximum Allowed Water Allowance (MAWA)[e] (Gallons)	207849.05
						ETWU (Acre Feet)	0.92
						MAWA (Acre Feet)	0.64

Hydrozone / Planting	*Irrigation Method*	*Irrigation Efficiency*
Identify water use as:	*b bubbler*	*0.75 sprinklers- spray, rator, stream*
Very low / low / moderate / high / mixed	*d drip*	*0.81 drip, dripline, multi-outlet*
	s sprinkler	*0.81 bubbler*

MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

***ETWU* (Annual Gallons Required) =** *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	2738.67
Total Area	(A)	6820.00
Average ETAF	**B ÷ A**	0.40

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	11138.67
Total Area	(A+C)	15220.00
Sitewide ETAF	**(B+D) ÷ (A+C)**	0.73

WATER EFFICIENT LANDSCAPE WORKSHEET: EXISTING

Project Name: Las Animas Veterans Park Irriga | Status: | Calc By: CZ
Project Number: 26.016 | Date: 4/7/2026

Reference Evapotranspiration (ETo) 43.60

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b] s or d	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq ft)	ETAF x Area	Estimated Total Water Use (ETWU)[e]
Regular Landscape Areas							
1. Trees	0.5	s	0.75	0.67	80	53.33	1441.71
				Totals	(A) 80	(B) 53.33	1441.71
Special Landscape Areas							
2. Traditional Turf				1.00	36500	36500.00	986668.00
				Totals	(C) 36500	(D) 36500.00	986668.00
						ETWU Total (Gallons)	988109.71
						Maximum Allowed Water Allowance (MAWA)[e] (Gallons)	543640.55
						ETWU (Acre Feet)	3.03
						MAWA (Acre Feet)	1.67

Hydrozone / Planting	*Irrigation Method*	*Irrigation Efficiency*
Identify water use as:	*b bubbler*	*0.75 sprinklers- spray, rator, stream*
Very low / low / moderate / high / mixed	*d drip*	*0.81 drip, dripline, multi-outlet*
	s sprinkler	*0.81 bubbler*

MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

***ETWU* (Annual Gallons Required) =** *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	53.33
Total Area	(A)	80.00
Average ETAF	**B ÷ A**	0.67

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	36553.33
Total Area	(A+C)	36580.00
Sitewide ETAF	**(B+D) ÷ (A+C)**	1.00

MWELO COMPLIANCE STATEMENT

I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan.

Signed	Larry Foster	2683	04-28-2026
	Name	CLA#	Date

WATER EFFICIENT LANDSCAPE ORDINANCE LANDSCAPE DOCUMENTATION CHECKLIST

		DESCRIPTION	SHEET #
A	Project Information		
	1. Date	04/28/2026	
	2. Project Applicant	City of Gilroy	
	3: Project Address	400 Wren Avenue, Gilroy CA	
	4: Landscape Area	15,220 SF	
	5: Project Type	Turf Reduction / Public Park	
	6: Water Supply Type	Potable	
	7: Checklist		
	8: Project Contacts	See Cover Sheet	
	9: Applicant Signature	See Irrigation Legend and Notes	
B	Water Efficient Landscape Worksheet		
	1: Hydrozone Information Table	See Irrigation Plan	
	2: Water Budget Calcs	See Irrigation Legend and Notes	
C	Soil Management Report	N/A to be submitted after rough grading is completion	
D	Landscape Design Plan	See Planting Plan	
E	Irrigation Design Plan	See Irrigation Plan	
	1. Meter & Back-flow Preventer	Existing - See Irrigation Legend	
F	Grading Design Plan	See Grading Plan	

IRRIGATION NOTES

1. GUARANTEE:
Contractor shall guarantee irrigation system for one year from date of acceptance.

2. VERIFICATION:
System design is based on 55 P.S.I. and 100 G.P.M. available at discharge outlet of meter or other point of connection. Contractor shall verify same and notify Engineer if such data adversely affects the operation of the system. Such notice shall be made in writing and prior to commencing any irrigation work.

3. UTILITIES:
Contractor shall verify location of all on-site utilities. Restoration of damaged utilities shall be made at the Contractor's expense to the satisfaction of the owner.

4. SCHEMATIC:
System features are shown schematically for graphic clarity. Install all piping and valves in common trenches where feasible and inside planting areas adjacent to walkways and inside medians whenever possible.

5. SPECIFICATIONS:
See irrigation specifications for additional information.

6. CODES:
Irrigation system shall be installed in accordance with all local codes and manufacturer's specifications. Notify Engineer by telephone and in writing of any conflicts prior to installation.

7. QUICK COUPLING VALVES:
Install on double swing joint. Locate 12" away from edge of walks, walls, curbs, and headerboards within planting areas. Provide one swivel, hose ell.

8. CHECK VALVES:
Install check valves in heads on low ends of spray system, as required to minimize line drainage. Contractor shall allow in bid price an amount sufficient to provide and install an additional 3 check valves to accommodate any necessary field changes.

9. SLEEVING:
Contractor shall adequately size Sch. 40 pipe for all wiring and irrigation lines installed under paving areas and that pass through drainage trenches with drain-rock. Install (with ends clearly marked above grade) at the necessary depth prior to the construction of paving areas or field bases. Sleeving to extend 12" from edge of paving or drainage trench into adjacent sub-grade. No piping shall be allowed under paving unsleeved, and no angle or 90 degree bends shall be allowed under paving.

10. HEAD ALLOWANCE:
Contractor shall allow in bid price an amount sufficient to provide and install an additional 5 sprinkler heads of each type specified on plan to accommodate field changes. These heads shall be located as directed by the Engineer. Contractor shall deliver to the owner any unused additional heads at the end of the maintenance period.

11. FIELD VERIFICATION:
Contractor to field verify dimensions of all planting areas to receive irrigation. Contractor to determine nozzle pattern (1/2 head, 1/4 head, Adjustable Arc nozzle, etc.) based on field conditions. Adjust all nozzles in field for optimal coverage and to prevent overspray onto walks, paved areas, building, etc.

12. CONTROLLER:
Contractor to use existing controllers, coordinate with Chris Weske 408-846-0398.

13. POP-UP HEIGHT:
Use 6" pop-up in the turf areas.

13. SCHEDULING:
Prior to the end of the maintenance period, the Contractor shall schedule the controller for repeat cycle irrigation and multiple programming. At least three start times for grass if over 5 minutes in length for any one station. Grass shall be scheduled on a separate program .

14. FLUSH (E) MAIN:
Upon completion of connection to (E) main allowing for solvent setup, flush main line and existing main by flushing nearest quick coupler downstream of P.O.C. on existing main.

BFS LANDSCAPE ARCHITECTS
425 PACIFIC STREET #201
MONTEREY, CALIFORNIA 93940
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LICENSED LANDSCAPE ARCHITECT — LARRY M. FOSTER — No. 2683 — Signature — 5-31-2027 — Renewal Date — 4-29-2026 — Date — STATE OF CALIFORNIA

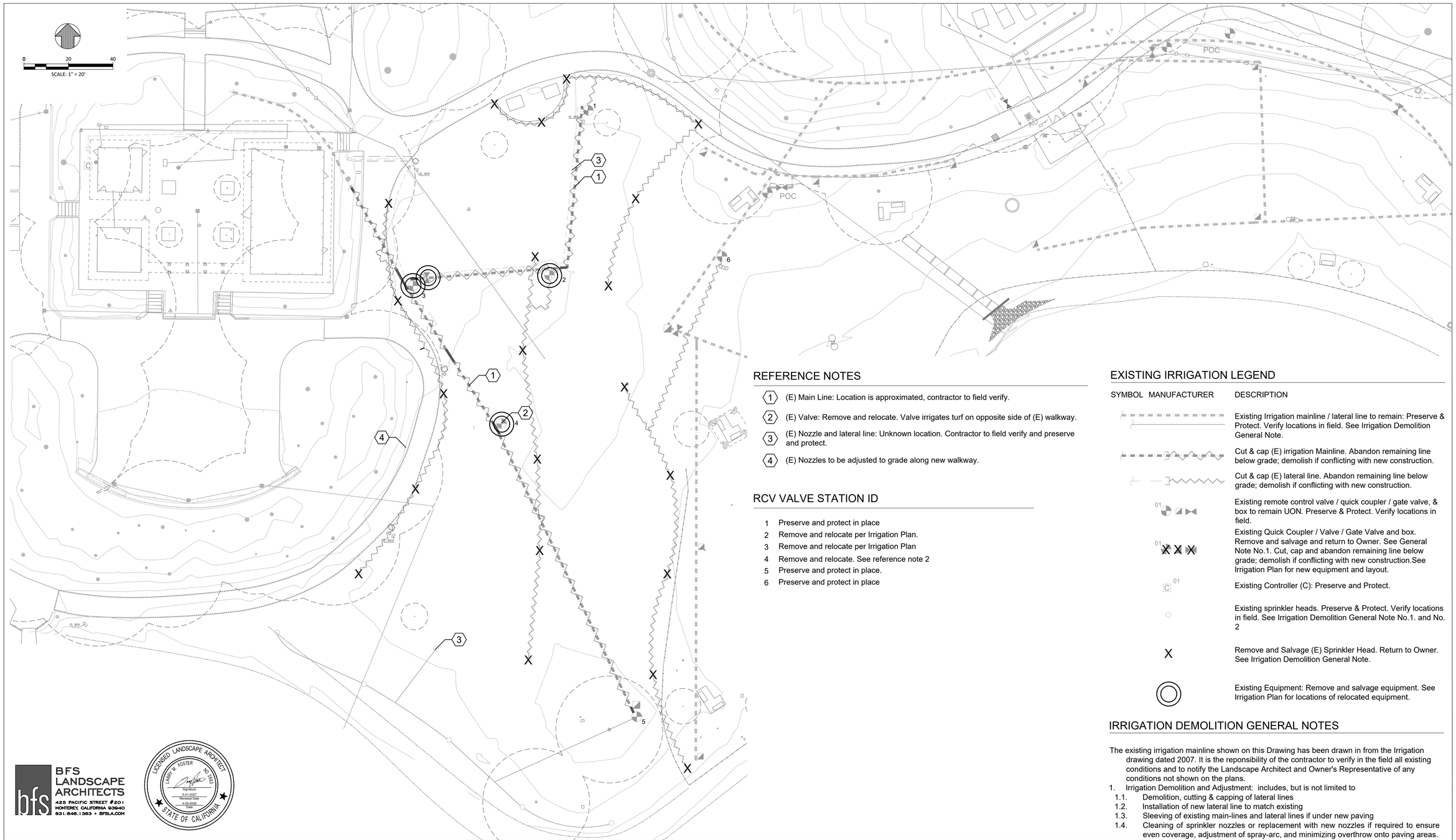
No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

DRAWN BY:	CZ	DATE	Scale 1"=20'	LAS ANIMAS VETERANS PARK PICKLEBALL IMPROVEMENTS	Sheet No. IR001
DESIGNED BY:	CZ/ BM	4/29/2026	PROJECT No. 26.016	IRRIGATION COVER SHEET	SHEET 22 OF 27
REVIEWED BY:	BM				

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REFERENCE NOTES

1. (E) Main Line: Location is approximated, contractor to field verify.
2. (E) Valve: Remove and relocate. Valve irrigates turf on opposite side of (E) walkway.
3. (E) Nozzle and lateral line: Unknown location. Contractor to field verify and preserve and protect.
4. (E) Nozzles to be adjusted to grade along new walkway.

RCV VALVE STATION ID

1. Preserve and protect in place
2. Remove and relocate per Irrigation Plan.
3. Remove and relocate per Irrigation Plan
4. Remove and relocate. See reference note 2
5. Preserve and protect in place.
6. Preserve and protect in place

EXISTING IRRIGATION LEGEND

SYMBOL	MANUFACTURER	DESCRIPTION
		Existing Irrigation mainline / lateral line to remain: Preserve & Protect. Verify locations in field. See Irrigation Demolition General Note.
		Cut & cap (E) irrigation Mainline. Abandon remaining line below grade; demolish if conflicting with new construction.
		Cut & cap (E) lateral line. Abandon remaining line below grade; demolish if conflicting with new construction.
01		Existing remote control valve / quick coupler / gate valve, & box to remain UON. Preserve & Protect. Verify locations in field.
01		Existing Quick Coupler / Valve / Gate Valve and box. Remove and salvage and return to Owner. See General Note No.1. Cut, cap and abandon remaining line below grade; demolish if conflicting with new construction.See Irrigation Plan for new equipment and layout.
C 01		Existing Controller (C): Preserve and Protect.
		Existing sprinkler heads. Preserve & Protect. Verify locations in field. See Irrigation Demolition General Note No.1. and No. 2
X		Remove and Salvage (E) Sprinkler Head. Return to Owner. See Irrigation Demolition General Note.
		Existing Equipment: Remove and salvage equipment. See Irrigation Plan for locations of relocated equipment.

IRRIGATION DEMOLITION GENERAL NOTES

The existing irrigation mainline shown on this Drawing has been drawn in from the Irrigation drawing dated 2007. It is the reponsibility of the contractor to verify in the field all existing conditions and to notify the Landscape Architect and Owner's Representative of any conditions not shown on the plans.

1. Irrigation Demolition and Adjustment: includes, but is not limited to
   - 1.1. Demolition, cutting & capping of lateral lines
   - 1.2. Installation of new lateral line to match existing
   - 1.3. Sleeving of existing main-lines and lateral lines if under new paving
   - 1.4. Cleaning of sprinkler nozzles or replacement with new nozzles if required to ensure even coverage, adjustment of spray-arc, and minimizing overthrow onto paving areas.

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LICENSED LANDSCAPE ARCHITECT
LARRY M. FOSTER
NO. 6362
Signature
5-31-2027
Renewal Date
4-29-2026
Date
STATE OF CALIFORNIA

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

DRAWN BY:	CZ	DATE	4/29/2026
DESIGNED BY:	CZ/ BM		
REVIEWED BY:	BM		

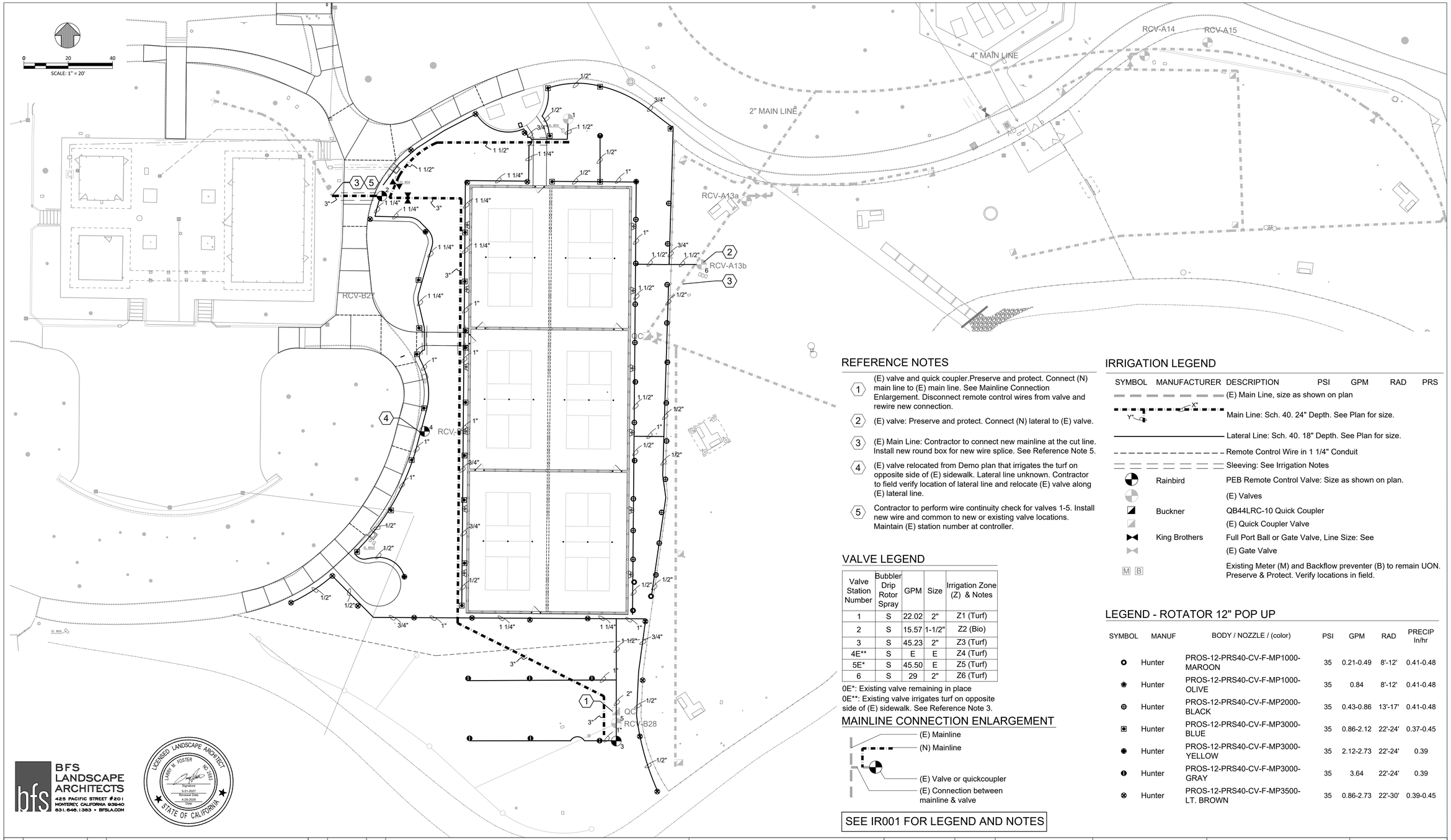
Scale: 1"=20'
PROJECT No.: 26.016

LAS ANIMAS VETERANS PARK PICKLEBALL IMPROVEMENTS
IRRIGATION DEMOLITION PLAN

Sheet No.: IR100
SHEET 23 OF 27

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REFERENCE NOTES

1. (E) valve and quick coupler.Preserve and protect. Connect (N) main line to (E) main line. See Mainline Connection Enlargement. Disconnect remote control wires from valve and rewire new connection.
2. (E) valve: Preserve and protect. Connect (N) lateral to (E) valve.
3. (E) Main Line: Contractor to connect new mainline at the cut line. Install new round box for new wire splice. See Reference Note 5.
4. (E) valve relocated from Demo plan that irrigates the turf on opposite side of (E) sidewalk. Lateral line unknown. Contractor to field verify location of lateral line and relocate (E) valve along (E) lateral line.
5. Contractor to perform wire continuity check for valves 1-5. Install new wire and common to new or existing valve locations. Maintain (E) station number at controller.

VALVE LEGEND

Valve Station Number	Bubbler Drip Rotor Spray	GPM	Size	Irrigation Zone (Z) & Notes
1	S	22.02	2"	Z1 (Turf)
2	S	15.57	1-1/2"	Z2 (Bio)
3	S	45.23	2"	Z3 (Turf)
4E**	S	E	E	Z4 (Turf)
5E*	S	45.50	E	Z5 (Turf)
6	S	29	2"	Z6 (Turf)

0E*: Existing valve remaining in place
0E**: Existing valve irrigates turf on opposite side of (E) sidewalk. See Reference Note 3.

MAINLINE CONNECTION ENLARGEMENT

SEE IR001 FOR LEGEND AND NOTES

IRRIGATION LEGEND

SYMBOL	MANUFACTURER	DESCRIPTION	PSI	GPM	RAD	PRS
		(E) Main Line, size as shown on plan				
X" Y"		Main Line: Sch. 40. 24" Depth. See Plan for size.				
		Lateral Line: Sch. 40. 18" Depth. See Plan for size.				
		Remote Control Wire in 1 1/4" Conduit				
		Sleeving: See Irrigation Notes				
	Rainbird	PEB Remote Control Valve: Size as shown on plan.				
		(E) Valves				
	Buckner	QB44LRC-10 Quick Coupler				
		(E) Quick Coupler Valve				
	King Brothers	Full Port Ball or Gate Valve, Line Size: See				
		(E) Gate Valve				
M B		Existing Meter (M) and Backflow preventer (B) to remain UON. Preserve & Protect. Verify locations in field.				

LEGEND - ROTATOR 12" POP UP

SYMBOL	MANUF	BODY / NOZZLE / (color)	PSI	GPM	RAD	PRECIP In/hr
	Hunter	PROS-12-PRS40-CV-F-MP1000-MAROON	35	0.21-0.49	8'-12'	0.41-0.48
	Hunter	PROS-12-PRS40-CV-F-MP1000-OLIVE	35	0.84	8'-12'	0.41-0.48
	Hunter	PROS-12-PRS40-CV-F-MP2000-BLACK	35	0.43-0.86	13'-17'	0.41-0.48
	Hunter	PROS-12-PRS40-CV-F-MP3000-BLUE	35	0.86-2.12	22'-24'	0.37-0.45
	Hunter	PROS-12-PRS40-CV-F-MP3000-YELLOW	35	2.12-2.73	22'-24'	0.39
	Hunter	PROS-12-PRS40-CV-F-MP3000-GRAY	35	3.64	22'-24'	0.39
	Hunter	PROS-12-PRS40-CV-F-MP3500-LT. BROWN	35	0.86-2.73	22'-30'	0.39-0.45

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MONTEREY, CALIFORNIA 93940
831.646.1383 • BFSLA.COM

LICENSED LANDSCAPE ARCHITECT
LARRY M. FOSTER
NO. 6814
Signature
5-31-2027
Renewal Date
4-29-2026
Date
STATE OF CALIFORNIA

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

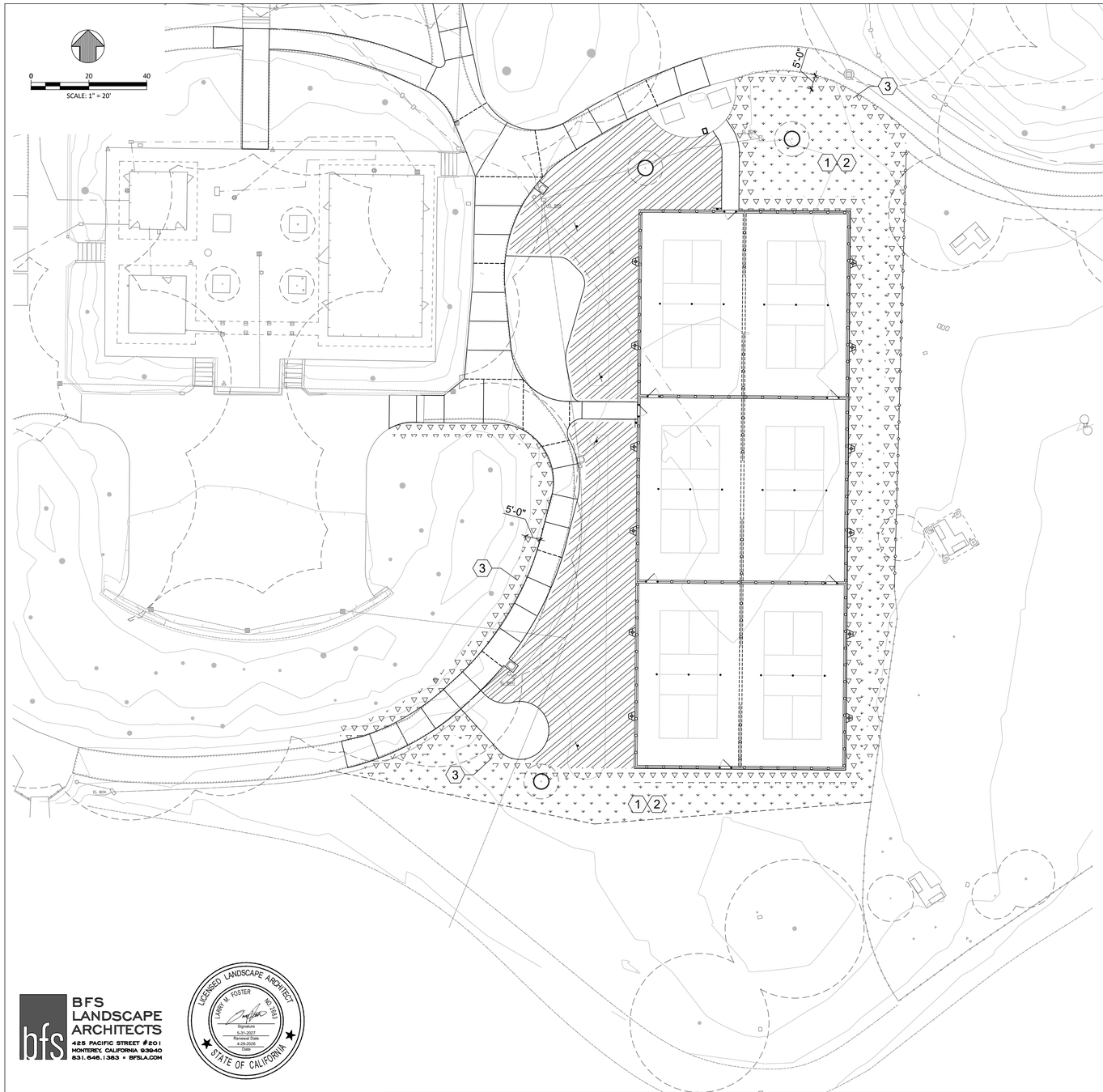
CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

DRAWN BY:	CZ	DATE	4/29/2026
DESIGNED BY:	CZ/BM		
REVIEWED BY:	BM		

Scale 1"=20'	LAS ANIMAS VETERANS PARK PICKLEBALL IMPROVEMENTS	Sheet No. IR200
PROJECT No. 26.016	IRRIGATION PLAN	SHEET 24 OF 27

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PLANT LEGEND

*WUC	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CHARACTER/NOTES
	Stormwater				
		Biofiltration - California Native Sod			
		Festuca rubra	Molate Fescue		
		Hordeum brachyantherum	Meadow Barley		Sod available at Delta Bluegrass 800.637.8873
		Hordeum californicum	California Barley		
		Nasella pulchra	Purple Needlegrass		
	Turf				
		Enduro Dwarf Tall Fescue 90/10 Sod. See Specs.			
		Turf - 90 Tall Fescue / 10 Bluegrass. Install by slit seeding, See Specs			
		Tree Ring: See Specs. Install tree ring on existing trees in turf as shown on plan.			

REFERENCE NOTES

1. Existing Turf: Contractor, Landscape Architect and Owner will verify the extents of the existing turf to be maintained and cared for during construction and landscape maintenance period. Slit seed into existing grass 90/10 mix and fertilizer as needed to maintain and enhance turf health. See Specs
2. Install new turf sod where irrigation and utility trenching occurs within existing turf. Seeding not acceptable. See Specs
3. Sod Patching: Install minimum of 5' wide sod patch as shown on plans. Owner, Contractor and Landscape Architect to verify in field extents of existing turf to be removed

GENERAL NOTES

1. See Specifications for materials and procedures including, but not limited to, soil preparation, amendments, fertilizers, and herbicides.
2. See Specifications for materials and procedures including plant pit size and staking. See X/L-X.X X/L-X.X
3. Contractor shall care and maintain all existing grass within the limits of the project site. It is the contractor's responsibility to conform the grade of the existing turf to the new pickleball court at a slope no greater than 1:5. Should the need for turf repair arise around the edges of the new pickleball courts, project edges or at utility trenching, the contractor shall repair with turf sod in lieu of grass seed.

MWELO COMPLIANCE STATEMENT

I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the landscape design plan.

Signed	Larry Foster	2683	04-28-2026
	Name	CLA#	Date

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MONTEREY, CALIFORNIA 93940
831.646.1383 • BFSLA.COM

LICENSED LANDSCAPE ARCHITECT
LARRY W. FOSTER
NO. 2683
Signature
5-31-2027
Renewal Date
4-29-2026
Date
STATE OF CALIFORNIA

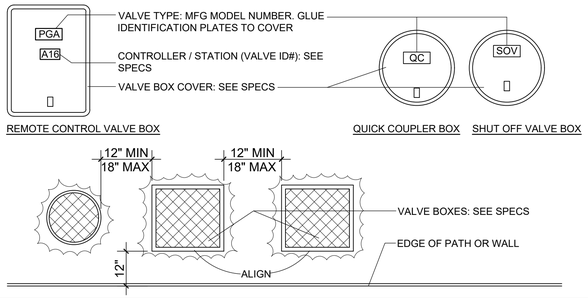
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DESIGNED BY:	CZ/BM	4/29/2026	1"=20'		PL300
REVIEWED BY:	BM		PROJECT No. 26.016	PLANTING PLAN	SHEET 25 OF 27

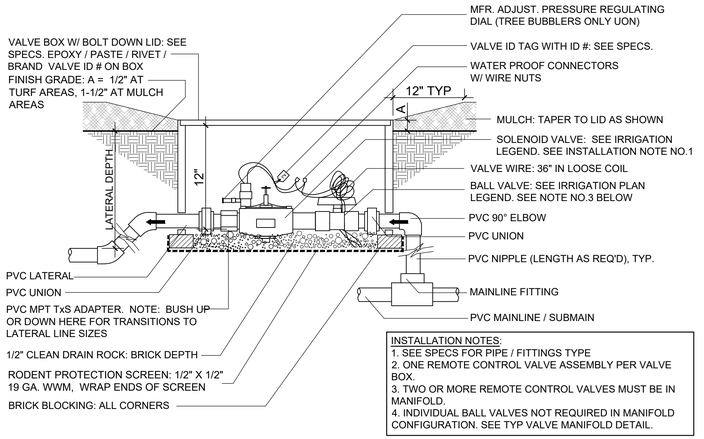
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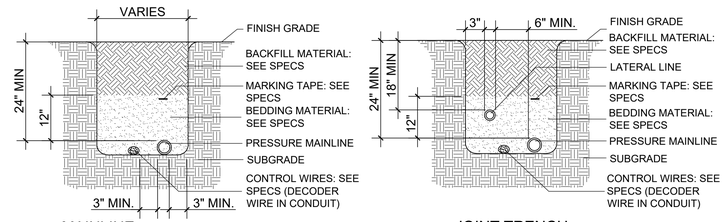
INSTALLATION NOTES:
1. ALL VALVE BOXES MUST BE IDENTIFIED WITH A VALVE ID # ON BOX: SEE SPECIFICATIONS FOR ACCEPTABLE METHODS.
2. VALVE BOXES SHALL HAVE 12" CLEARANCE FROM STRUCTURES AND ANY CONCRETE AREAS. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO CONCRETE, SOUND WALL, HEADERBOARD, ETC.
2. SET BOXES 1-1 /2" ABOVE FINISHED GRADE IN MULCH-COVERED AREAS. SET BOXES 1/2" ABOVE GRADE IN TURF AREAS. BOXES TO BE PERPENDICULAR TO FINISH GRADE.
3. SET VALVE BOX ASSEMBLY IN GROUND COVER / SHRUB AND NOT IN SIDEWALK OR ROADWAY. INSTALL IN LAWN ONLY IF GROUNDCOVER DOES NOT EXIST ADJACENT TO LAWN.
4. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.
5. RECTANGULAR VALVE BOXES SHALL HAVE 4 BRICKS INSTALLED, ONE UNDER EACH CORNER. ROUND VALVE BOXES SHALL HAVE 2 COMMON BRICKS INSTALLED, AT OPPOSITE SIDES. BRICKS SHALL NOT BE PLACED OVER ANY PIPE OR ITEM THAT COULD FAIL DUE TO BRICK PLACEMENT.
6. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.

4 Valve Box Installation
NTS

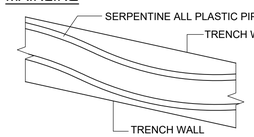


INSTALLATION NOTES:
1. SEE SPECS FOR PIPE / FITTINGS TYPE
2. ONE REMOTE CONTROL VALVE ASSEMBLY PER VALVE BOX.
3. TWO OR MORE REMOTE CONTROL VALVES MUST BE IN MANIFOLD.
4. INDIVIDUAL BALL VALVES NOT REQUIRED IN MANIFOLD CONFIGURATION. SEE TYP VALVE MANIFOLD DETAIL.

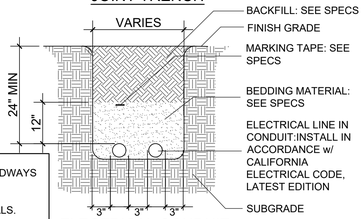
2 Remote Control Valve
NTS



MAINLINE



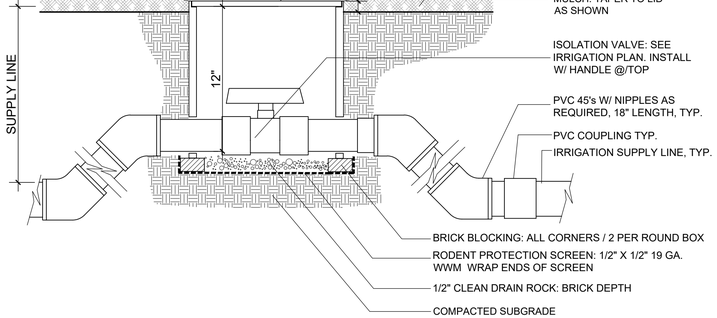
JOINT TRENCH



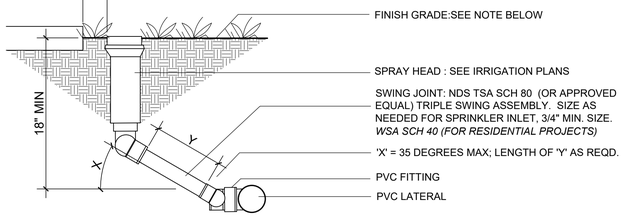
ELECTRICAL CONDUIT

INSTALLATION NOTES:
1. REFER TO APPLICABLE CODES FOR MAINLINE DEPTH UNDER ROADWAYS
2. SERPENTINE ALL PLASTIC PIPING.
3. LATERAL SEPARATION DISTANCES SHOWN ARE MINIMUMS UON.
4. SEE SPECIFICATIONS FOR TRENCH BEDDING & BACKFILL MATERIALS.
5. TAPE AND BUNDLE ALL WIRES AT 10' INTERVALS IN TRENCHES

5 Isolation (Ball) Valve
NTS



3 Spray / Stream Rotor
NTS



INSTALLATION NOTES:
1. SEE SPECS FOR PIPE / FITTINGS TYPE
2. TOP OF ALL IRRIGATION HEADS USED IN PLANTED SHRUB AREAS TO BE INSTALLED FLSUH TO FINISH GRADE, NOT FLUSH TO TOP OF CURB OR SIDEWALK.
2. ALL IRRIGATION HEADS TO BE INSTALLED PERPENDICULAR TO FINISH GRADE.
3. ALL IRRIGATION HEADS TO BE INSTALLED WITH SWING JOINTS AS SHOWN.
4. ALL POP-UP IRRIGATION HEADS SHALL HAVE CHECK VALVE INSTALLED IN THEM.

1 Trench & Pipe Installation
NTS

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MONTEREY, CALIFORNIA 93940
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LICENSED LANDSCAPE ARCHITECT — LARRY W. FOSTER — NO. 2547 — Signature — 5-31-2027 Renewal Date — 4-29-2026 Date — STATE OF CALIFORNIA

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

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REVIEWED BY:	BM	PROJECT No.	26.016

LAS ANIMAS VETERANS PARK PICKLEBALL IMPROVEMENTS

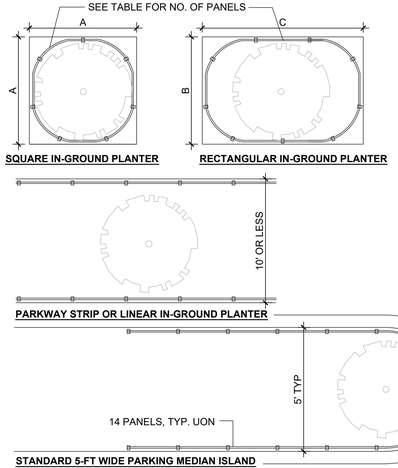
IRRIGATION & PLANTING DETAILS

Sheet No. LD400

SHEET 26 OF 27

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SQUARE IN-GROUND PLANTER **RECTANGULAR IN-GROUND PLANTER**

PARKWAY STRIP OR LINEAR IN-GROUND PLANTER

STANDARD 5-FT WIDE PARKING MEDIAN ISLAND

PLANTERS INSIDE PAVING	
SIZE (A x A)	24" PANELS
4' x 4'	7
5' x 5'	9
6' x 6'	11
RECTANGULAR PLANTERS: NO. OF PANELS = ((B x 2 + C x 2)-2)) / 2	

PLANTING BEDS ALONG PAVING	
BOX SIZE	24" PANELS
24"	7
36"	9
48"	11
60"	13

TREES IN PARKWAY STRIPS	
EXISTING OR PROP CANOPY DIA	24" PANELS / SIDE MIN. (*)
12' (SMALL)	6
18' (MEDIUM)	9
24' (LARGE)	12

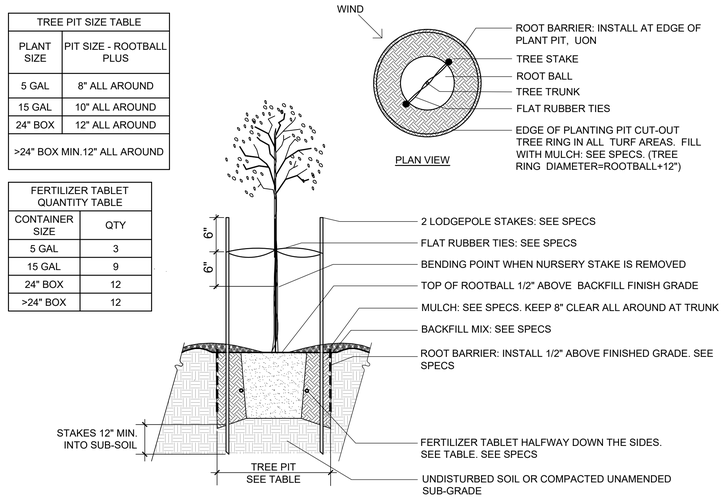
(*) ROOT BARRIERS NOT REQUIRED AT CURBS 18" OR GREATER DEPTH

3 Root Barrier

NTS

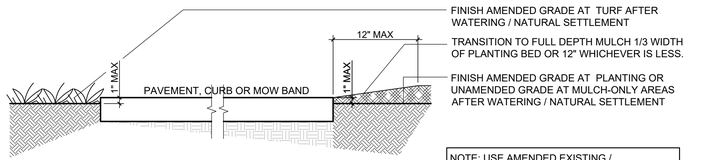
TREE PIT SIZE TABLE	
PLANT SIZE	PIT SIZE - ROOTBALL PLUS
5 GAL	8" ALL AROUND
15 GAL	10" ALL AROUND
24" BOX	12" ALL AROUND
>24" BOX MIN.12" ALL AROUND	

FERTILIZER TABLET QUANTITY TABLE	
CONTAINER SIZE	QTY
5 GAL	3
15 GAL	9
24" BOX	12
>24" BOX	12



2 Tree Planting & Staking

NTS



AT FLAT AREAS

NOTE: USE AMENDED EXISTING / STOCKPILED SOIL AND/OR IMPORTED TOPSOIL TO MEET FINISH GRADE REQUIREMENT. SEE SPECS.

1 Finish Grade

NTS

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MONTEREY, CALIFORNIA 93940
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LICENSED LANDSCAPE ARCHITECT
LARRY M. FOSTER
NO. 3787
Signature
5-31-2027
Renewal Date
4-29-2026
Date
STATE OF CALIFORNIA

No.	DATE	BY	REVISIONS	No.	DATE	BY	CITY APPROVALS

CITY OF GILROY
DEPARTMENT OF PUBLIC WORKS
7351 ROSANNA STREET
GILROY, CALIFORNIA 95020
MAIN (408) 846-0223

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DESIGNED BY:	CZ/ BM	4/29/2026	1"=20'		
REVIEWED BY:	BM		PROJECT No. 26.016	IRRIGATION & PLANTING DETAILS	SHEET 27 OF 27

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City of Gilroy

Public Works Department

Specifications for
Las Animas Park Pickleball Courts
No. 26-PW-305



Nisha Patel, PE
City Engineer

Bids Due by: 1:00 pm, Thursday, May 14, 2026

Form Rev. 7/3/2014

CITY OF GILROY
PUBLIC WORKS DEPARTMENT

Las Animas Park Pickleball Courts
Project No. 26-PW-305

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SECTION 00020

NOTICE TO PROSPECTIVE BIDDERS

Notice is hereby given that **SEALED BIDS** will be received by the Purchasing Coordinator **in person** at the City of Gilroy Council Chambers, 7351 Rosanna Street, Gilroy, CA 95020, from **12:30 PM to 1:00 PM, Thursday, May 14, 2026** for the **Las Animas Park Pickleball Courts, Project No. 26-PW-305**. Bids will be publicly opened and read at 1:00 PM.

The work includes furnishing all labor, materials, equipment, and incidentals necessary to construct six pickleball courts at Las Animas Veterans Park, including demolition and site preparation, grading, construction of six pickleball courts, concrete work, paving, striping and signage, fencing and gates, storm drainage system, stormwater treatment facility, water and irrigation system, lighting and associated electrical system, site furnishings, landscaping, and other minor site improvements, as indicated in these Plans and Specifications.

Bids received after the stated time and date will not be accepted. The City of Gilroy will not be responsible for delayed deliveries or deliveries made to a location other than that specified above. Bids shall be in a sealed envelope plainly marked with the project title, project number, bidder's name, and time and date of the bid opening. Electronic copies of the bid documents are available at https://www.cityofgilroy.org/Bids.aspx. All prospective parties shall check the City's website for any addendums prior to the bid opening.

Bids delivered before the bid opening date and time must be delivered to the City Hall Information Desk at the northeast entrance of City Hall. City Hall is open Monday through Thursday from 8:30 AM to 4:30 PM. Bidders may also view or purchase bid documents from ARC Planwell at:

https://customer.e-arc.com/arcEOC/PWELL_Main.asp?mem=23.

The anticipated project schedule is provided below:

Event	Date
Bid Advertisement	April 10, 2026
Addendum #1	**April 23, 2026**
Addendum #2 (tentative date)	**May 5,, 2026, at 2:00 PM**
Deadline for Questions	**May 7, 2026, at 2:00 PM**
Addendum #3 (tentative date)	**May 8, 2026**
Bid Opening	**May 14, 2026 at 1:00 PM**
Award Contract	June 15, 2026
Pre-Construction Meeting	July 6, 2026
Construction Start Date	July 17, 2026
Time of Completion	60 Working Days

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Bidding procedures are prescribed in the Project Manual. Bids shall be executed upon the forms bound and made a part of said Manual. Bid guaranty in an amount not less than ten percent (10%) of the total bid dollar amount conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fails to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the **City of Gilroy** to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid Class A license at the time that the bid is submitted. Contractor or contractor's subcontractor shall possess a valid Class C-10 Electrical Contractor license. Failure to possess the specified licenses shall render the bid as non-responsible.

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, Section 1725.5 of the California State Labor Code requires that a contractor must be registered with the California State Department of Industrial Relations to be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract that is subject to the requirements of this chapter. "Contractor" includes subcontractors as defined by the Code Section 1722.1. **Failure of the contractor and subcontractors to be registered at the time of bidding as required by the labor code shall render the bid as non-responsible**.

NOTE: LICENSE REQUIRED PRIOR TO AWARD FOR PROJECTS WITH FEDERAL FUNDS. ALL OTHER CONTRACTS REQUIRE LICENSE PRIOR TO BID.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The City of Gilroy reserves the right to reject any or all bids, and to waive any irregularities in the bids. Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid.

Date: _____ By: _____

Nisha Patel, PE
City Engineer

Posted April 10, 2026

*****END OF SECTION*****

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, profiles and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes furnishing all labor, materials, incidentals, and equipment necessary to construct six pickleball courts at Las Animas Veterans Park, including demolition and site preparation, grading, construction of six pickleball courts, concrete work, paving, striping and signage, fencing and gates, storm drainage system, stormwater treatment facility, water and irrigation system, lighting and associated electrical system, site furnishings, landscaping, and other minor site improvements, as indicated in these Plans and Specifications. The cost of all such incidental work shall be included in the various bid item prices and no additional or direct payment will be made therefor.

The quantities shown in the bid schedule form(s) are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with those Contract Documents contained in the Project Manual, drawings and addenda (if any). The submission of a bid shall constitute as acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location

of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the bid, the plans, the specifications, and the other Contract Documents.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. **Requests for interpretation shall be submitted via e-mail by May 7, 2026 at 2:00 pm** to:

Weston.Hill@cityofgilroy.org and
Julie.Oates@cityofgilroy.org

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the City for the interpretation to become effective.

5.0 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan holders of record in the form of addenda.

6.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

A. Name and address of bidders.
B. The total amount of bid.
C. The nature and amount of the security furnished with the bid.

7.0 PREPARATION OF BID FORMS

Bids shall be made on the blank forms in this manual and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in, either in ink or typed, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, a representative of one of the joint venture firms shall sign the bid. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons submitting the bid.

10.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the City, as not being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

11.0 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.0, **BIDDER'S SIGNATURE AND AUTHORITY**. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-12.0, **WITHDRAWAL OF BIDS.**

12.0 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents.

13.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.0 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

15.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A-:VII" rating with Best's Rating Guide for payment to the City in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten (10) percent of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00410, **BID GUARANTY BOND**, of this Project Document. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders except the three lowest, responsive bids will be returned within 15 calendar days after the bids are opened.

16.0 QUALIFICATION OF BIDDER

Each bidder shall complete and submit with their bid Section 00420, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**.

Upon the request of City, any bidder whose bid is under consideration for the award of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Documents.

17.0 SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Section 00430, **PROPOSED SUBCONTRACTORS**, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the bidder's total bid or Ten Thousand Dollars ($10,000.00), whichever is greater.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

The Contractor shall perform at a minimum the percentage of work specified in Section 01010-7.0, **CONTRACTOR'S WORK PERCENTAGE**, with its own forces and shall not subcontract out this portion of work.

18.0 MAJOR EQUIPMENT ITEMS

Not used.

19.0 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01600, **MATERIAL AND EQUIPMENT**.

20.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, partnership, company, association, organization, business entity, business combination, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, partnership, company, association, organization, business entity, business combination, firm, or corporation may, however, submit subproposals or quote prices on materials to more than one bidder.

Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 00480, **NON-COLLUSION AFFIDAVIT**. Reasonable grounds to believe that any individual, partnership, company, association, organization, business entity, corporation, or business combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, company, association, organization, business entity, corporation, or business combination is interested.

21.0 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, the Design Consultant, the Construction Manager, and their employees, agents, and subconsultants.

22.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations can be obtained at: www.dir.ca.gov

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

23.0 WAGE THEFT PREVENTION

Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws. This would include any administrative actions of the Department of Industrial Relations (DIR).

Contractors and Subcontractors shall provide documentation of any such court or

administrative violations as part of the bid submittal process and concurs with the following:

BY SIGNING THIS AGREEMENT, THE CONTRACTOR AFFIRMS 1) THAT IT AND ALL OF ITS SUBCONTRACTORS HAVE DISCLOSED AND PROVIDED ANY AND ALL FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT OR 2) AFFIRMS THERE ARE NO SUCH VIOLATIONS AND THAT CONTRACTOR AND/OR ITS SUBCONTRACTOR(S) HAVE NOT VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City, no more than fifteen (15) days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the City reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City as required under this Section shall be addressed to: Public Works Director, City of Gilroy, 7351 Rosanna Street, Gilroy CA 95020. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

24.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

25.0 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has had prior written approval of City, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

26.0 REJECTION OF BIDS

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the City; any bids accompanied by insufficient or irregular bid guaranty; any bids from bidders who have previously failed to perform properly or to complete on time Contracts of any nature; and any bidder who fails to provide satisfactory documentation of its qualifications as required by Section 00100-16.0, **QUALIFICATION OF BIDDER**. The City reserves the right to waive irregularities.

27.0 CONTRACT, BONDS AND INSURANCE CERTIFICATES

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City, a Faithful Performance Bond, the Workers' Compensation Insurance Certificate and evidences of insurance. The bonds and insurance shall be secured from an established surety or insurance company, and the insurance certificate must be satisfactory to City with a minimum "A-:VII" rating with Best's Rating Guide.

To be approved, the Payment Bond shall be in an amount not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement.

Simultaneously with the submission of its bid, the bidder shall furnish the name, address and telephone number of the surety that the bidder proposes to furnish the Payment Bond.

The Payment Bond shall secure the payment of those persons or entities to whom the bidder may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the bidder in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

The Faithful Performance Bond shall be secured from the surety in an amount not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement. The Faithful Performance Bond shall secure the faithful performance of the contract. The successful bidder shall furnish the name, address and telephone number of the surety that will furnish the Payment Bond. The Performance and Payment bonds may be released, upon approval by the City, 35 days following the recording of the Notice of Acceptance of Completion, pending receipt of a Maintenance Bond in the amount of ten percent of the final contract amount.

The bidder shall carefully examine the form of the Agreement as provided in Section 00500, which the successful bidder as Contractor will be required to execute, and the forms of bonds and insurance certificates as provided in Sections 00610, 00620 and 00630, which the bidder will be required to furnish.

28.0 AWARD OF CONTRACT

Within sixty (60) days after the time of opening of the bids, the City will act either to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Intent to Award of Contract via email to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

29.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together

with the Contract bonds and evidences of insurance, within ten (10) days after receiving written Notice of Intent to Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within ten (10) days after receiving written notice of the Intent to Award of the Contract constitutes a default. In the event of a default, the City may award the Contract to the next lowest bidder or may readvertise for bids. The City may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by readvertising, the defaulting bidder shall have no claim against the City for a refund.

30.0 CONSTRUCTION DOCUMENTS

Within five (5) working days after the execution of the Contract, the City will furnish the Contractor three (3) copies of the Plans and Specifications (upon request). The Contractor may obtain additional copies for the price listed in Section 00020, **INVITATION TO BID**.

31.0 CONTRACTOR AND SUBCONTRACTOR REGISTRATION REQUIREMENTS

Senate Bill 854 was passed by the legislature and signed by the Governor on June 20, 2014 which modified the labor code. Section 1725.5 is added to the Labor Code, to read:

1725.5

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i)The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii)The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

Section 1771.1 is added to the Labor Code, to read:

1771.1.

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined

in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

Section 1771.3 of the Labor Code is repealed.

As per the updated labor code shown above, for any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, all contractors must be registered with the state to be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract that is subject to the requirements of the code. “Contractor” includes subcontractors as defined by the Code Section 1722.1. **Failure of the contractor and subcontractors to be registered at the time of bidding, as required by the labor code, shall render the bid as non-responsible.**

*****END OF SECTION*****

SECTION 00220
GEOTECHNICAL DATA

See Appendix A for Geotechnical Data

SECTION 00300
BID

DATE:_____

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled Las Animas Park Pickleball Courts, Project No. 26-PW-305, and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract for the construction of this project at the prices and on the terms and conditions herein contained.

We agree that the following shall form a part of this bid and are submitted herewith:

SECTION	TITLE	Item Included (?)
00300	Bid	
00310	Bid Schedule	
00410	Bid Guaranty Bond	
00420	Certification of Bidder's Experience and Qualifications	
00425	Proposed Bond Provider	
00430	Proposed Subcontractors	
00480	Non-Collusion Affidavit	
00490	Wage Theft Prevention Contractor Certification	

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

Addendum No.	Date Received	Initials

Attached is a bid guaranty bond as required by Paragraph 00100-15.0, **BID GUARANTY**.

_____Name of Bidder

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 10 calendar days after receiving written Notice of Award of the Contract.

We further agree, if our bid is accepted and a Contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

Name of Bidder

Contractor's License No.

License Expiration Date

Contractor's DIR Number

Signature of Bidder

Title of Signator

Bidder's Phone Number

Bidder's Email Address

Witness

Address of Bidder

Title of Witness

State of Incorporation

*****END OF SECTION*****

SECTION 00310
BID SCHEDULE

PROPOSAL FOR THE CONSTRUCTION OF LAS ANIMAS PARK PICKLEBALL COURTS, PROJECT NO. 26-PW-305.

City of Gilroy

Pursuant to Section 00020, **INVITATION TO BID**, the undersigned hereby proposes and agrees that on award by the **City of Gilroy** under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for the construction of the **Las Animas Park Pickleball Courts** project in accordance with the Plans and Specifications therefor adopted and on file with the **City of Gilroy** within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
1	Mobilization	1	LS			
2	Construction Surveying	1	LS			
3	Temporary Erosion and Sediment Controls	1	LS			
4	Construction Fencing, Gates, and Signs	1	LS			
5	Clear and Grub, Including Root Removal	31,600	SF	F		
6	Demolish Existing Asphalt and Concrete	6,500	SF	F		
7	Relocate Existing Picnic Table	5	EA			
8	Relocate Existing Barbeque	3	EA			
9	Tree Protection	6	EA			
10	Site Grading, Off Haul, and Disposal	39,000	SF	F		
11	Relocate Existing Fence	160	LF	F		
12	Demolish Existing Storm Drain Structure	5	EA			
13	Demolish Existing Storm Drainpipe	230	LF	F		
14	Storm Drain Manhole, Frame and Cover	3	EA			
15	Storm Drain Catch Basin, Frame, and Grate	2	EA			
16	Storm Drain Overflow Structure, Frame, and Grate	2	EA			
~~17~~	~~10" SDR 26 PVC~~	~~149~~	~~LF~~	~~F~~	DELETED	
18	12" SDR 26 PVC	170	LF	F		

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
19	Bioretention Facility	1	LS			
20	Complete Water System	1	LS			
21	Complete Lighting and Electrical System	1	LS			
22	4” Portland Cement Concrete Sidewalk	1,749	SF	F		
23	6” Portland Cement Concrete Sidewalk	5,693	SF	F		
24	Hot Mix Asphalt (Type A) (Pickleball Courts)	260	TON	F		
25	Hot Mix Asphalt (Type A) (Parking Lot)	19	TON	F		
26	Class II Aggregate Base	510	CY			
27	Court Surfacing	13,600	SF	F		
28	Concrete Flat Curb	532	LF	F		
29	4' Wide Swing Gate, 8’ High (Exterior Gates)	3	EA			
30	4' Wide Swing Gate, 6’ High (Interior Gates)	4	EA			
31	Chain Link Fence, 8' High (Includes Posts & Hardware)	520	LF	F		
32	Chain Link Fence, 6' High (Includes Posts & Hardware)	130	LF	F		
~~33~~	~~Chain Link Fence, 4’ High (Includes Posts & Hardware)~~	~~160~~	~~LF~~	~~F~~	DELETED	
34	Chain Link Fence, 3' High (Includes Posts & Hardware)	132	LF	F		
35	Pickleball Court Net, Posts, and Anchor	6	EA			
36	Custom Pickleball Court Entry Sign	2	EA			
~~37~~	~~Stormwater Basin Sign~~	~~5~~	~~EA~~		DELETED	
38	Complete Landscape Improvements	1	LS			
39	Landscape 90 Day Maintenance Period	1	LS			
40	Relocate Existing Electrical	90	LF			
	TOTAL Base Bid Items 1 thru 40 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Base Bid in Words:					

BID ALTERNATE #1

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
41	Conventionally Reinforced Concrete Slab	13,600	SF	F		
	TOTAL Bid Alternate #1 Bid Item 41 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Bid Alternate #1 in Words:					

Note: If Bid Alternate #1 is awarded, Bid Item #24 - Hot Mix Asphalt (Type A) for Pickleball Courts of the base bid, shall be eliminated.

BID ALTERNATE #2

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
42	Chain Link Fence, 6' High	520	SF	F		
	TOTAL Bid Alternate #2 Bid Item 42 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Bid Alternate #2 in Words:					

Note: If Bid Alternate #2 is awarded, Bid Item #26 – Chain Link Fence, 8’ High, of the base bid shall be eliminated and total quantity of 6’ gates will be 7 EA.

BID ALTERNATE #3

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
43	Covered Cabana Bench	3	EA			
	TOTAL Bid Alternate #3 Bid Item 43 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Bid Alternate #3 in Words:					

BID ALTERNATE #4

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
44	Wind Screen 8’ High	4,230	SF	F		
	TOTAL Bid Alternate #4 Bid Item 44 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Bid Alternate #4 in Words:					

BID ALTERNATE #5

Item No.	Description	Qty	Unit	F= Final Pay	Unit Price	Total
45	Wind Screen 6' High	3,173	SF	F		
	TOTAL Bid Alternate #5 Bid Item 45 inclusive and all work incidental thereto and connected therewith					**$**
	TOTAL Bid Alternate #5 in Words:					

The cost of all incidental work shall be included in the various bid item prices and no additional or direct payment will be made therefor.

The Bid amount of each of the above bid items must be filled in and completed. Work shown on the plans or included in the specifications, but not specifically mentioned in the above items of work, shall be included in the bid and spread uniformly throughout the above items. This includes field fitting all improvements to meet ADA requirements, including maximum slopes as shown on Standard plans (see also Section 01050 – Field Engineering).

All bid items are to be considered revokable and may be "Eliminated" by the Engineer. The procedure for eliminated items will be as noted under Section 9-1.06D of the Standard Specifications. Changed quantity payment adjustments under Section 4-1.05 of the Standard Specifications shall not apply to revoked bid items.

_____

Name of Bidder

*****END OF SECTION*****

SECTION 00410
BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____ AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the **City of Gilroy** in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the **City of Gilroy** for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the **City of Gilroy** to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of $_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the above-mentioned bid to the **City of Gilroy**, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at City of Gilroy Council Chambers.

FOR: Las Animas Park Pickleball Courts, Project No. 26-PW-305
NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him/her for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the **City of Gilroy**, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands on this day of _____, _____.

_____	_____
Title of Signator	Title of Signator
_____	_____
Signature of Principal	Signature of Surety
Address _____	Address _____

Note: Signatures of those executing for the surety must be properly acknowledged.

*****END OF SECTION*****

SECTION 00420
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The Bidder shall list below three (3) projects completed in the last two (2) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1. **Project Name:** _____

   City: _____

   Construction Cost: _____

   Construction Time: _____ **Calendar Days:** _____

   City's Representative: _____

   City's Telephone No.: _____

   Date of Substantial Completion: _____

2. **Project Name:** _____

City: _____

Construction Cost: _____

Construction Time: _____ **Calendar Days:** _____

City's Representative: _____

City's Telephone No.: _____

Date of Substantial Completion: _____

3. **Project Name:** _____

City: _____

Construction Cost: _____

Construction Time: _____ **Calendar Days:** _____

City's Representative: _____

City's Telephone No.: _____

Date of Substantial Completion: _____

Signed this _____ day of _____, _____.

_____

Name of Bidder

*****END OF SECTION*****

SECTION 00425
PROPOSED BOND PROVIDER

Company:_____

Address:_____

_____

Phone: _____

Best Rating:_____

California Department of Insurance Approval: Yes_____ No____

*****END OF SECTION*****

SECTION 00430
PROPOSED SUBCONTRACTORS

Pursuant to California Public Contract Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract (additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Business Name, Address, and Phone Number	California Contractor License #	DIR Registration #	UEI # (If Applicable)	Description of Work	Bid Item #	Percent of Work

Business Name, Address, and Phone Number	California Contractor License #	DIR Registration #	UEI # (If Applicable)	Description of Work	Bid Item #	Percent of Work

_____
Name of Bidder

_____
Signature of Bidder

*****END OF SECTION*****

SECTION 00480

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of)

_____, being first duly sworn, deposes and say*s* that he or she is of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____
Signature

_____
Name of Bidder

Subscribed and sworn before me this
_____ day of _____, _____.

_____
Title

_____ _____
Signature of Notary Public in and for Date
the County of _____,
State of California.

*****END OF SECTION*****

SECTION 00490
WAGE THEFT PREVENTION POLICY CONTRACTOR CERTIFICATION

It is the policy of the City that all parties contracting with the City must comply with all applicable federal, state and local wage and hour laws including but not limited to the Federal Fair Labor Standards Act ("FLSA") and the California Labor Code. Suitable language regarding this requirement should be in all contracts.

1. **Disclosure**. As a part of any City solicitation for goods and/or services, including public works projects, contractor shall complete a "Bid Certification" ("Certification") that requires each potential contractor to disclose whether the contractor has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the past five (5) years from the date of the submitted bid or proposal.

2. **Disqualification.** The City MAY disqualify a potential contractor based on the disclosed violation.

3. **Contract Termination**. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five (5) years prior to or during the term of the contract with the City, may be in material breach of its contract with the City if the violation is not fully disclosed and/or satisfied per City contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

I, _____certify that (Business Name) _____

☐ ***Has***
☐ ***Has Not***

been found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on more than one (1) occasion or has one (1) unpaid wage judgment.

For each disclosed violation, please provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of potential contractor's efforts to date to satisfy the order/judgment.

The completed Certification shall be submitted by the potential contractor to the City as a part of its bid or proposal.

Signature and Date:_____

*****END OF SECTION*****

SECTION 00500
AGREEMENT

LAS ANIMAS PARK PICKLEBALL COURTS, PROJECT NUMBER 26-PW-305

THIS AGREEMENT, made this _____ day of _____ , 2026, by and between the **City of Gilroy**, hereinafter called the "City," and _____ _____hereinafter called the "Contractor."

W I T N E S S E T H:

WHEREAS, the City has caused the Contract Documents to be prepared comprised of bidding and contract requirements and technical specifications and drawings for the construction of the Las Animas Park Pickleball Courts, Project No. 26-PW-305, as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the City and Contractor agree as follows:

Article 1. Work.

Contractor shall complete the Work as specified or indicated in the Contract Documents.

Article 2. Contract Time.

The Work shall be completed by the Contractor in accordance with the Contract Documents within the time period required by Paragraph 00810-2.0, Time Allowed for Completion, subject to extension as expressly provided in the Contract Documents.

Article 3. Liquidated Damages.

The city and the contractor recognize that the city will suffer substantial damages and significant financial loss as a result of the contractor's delays in performance of the work described in the contract documents. The city and the contractor hereby acknowledge and agree that the damages and financial loss sustained as a result of any such delays in performance will be extremely difficult and impractical

to ascertain. Therefore, the city and contractor hereby agree that in the event of such delays in performance, the city shall be entitled to compensation by way of liquidated damages (and not penalty) for the detriment resulting therefrom in accordance with paragraph 00700-6.5, liquidated damages, of the contract documents. The city and the contractor further agree that the amounts designated as liquidated damages are a reasonable estimate of the city's damages and financial loss in the event of any such delays in performance considering all of the circumstances existing as of the date of this agreement, including the relationship of such amounts to the range of harm to the city which reasonably could be anticipated as of the date of this agreement and the expectation that proof of actual damages would be extremely difficult and impractical.

By initialing this paragraph below, the parties hereto signify their approval and consent to the terms of this article 3.

_____	_____
City's Initials	**Contractors Initials**

Article 4. Contract Price.

In consideration of the Contractors performance of the Work in accordance with the Contract Documents, the City shall pay the Contract Price set forth in the Contract Documents.

Article 5. Contract Documents.

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement (Section 00500 of the Contract Documents) and the following, all of which are hereby incorporated into this Agreement by reference with the same force and effect as if set forth in full.

Invitation to Bid
Instructions to Bidders
Bid Documents
Designation of Subcontractors
Bid Guaranty Bond
Agreement
Acknowledgements
Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
General Requirements
Standard Specifications (Caltrans)
Technical Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Maintenance Bond
Notice of Award
Notice to Proceed

Article 6. Miscellaneous.

Capitalized terms used in this Agreement which are defined in Section 01090,

References, of the Contract Documents will have the meanings set forth in Section 01090, References.

Contractor shall not assign any rights, obligations, duties or responsibilities under or interest in the Contract Documents without the prior written consent of the City, which consent may be withheld by the City in its sole discretion. No assignment by the Contractor of any rights, obligations, duties or responsibilities under or interests in the Contract Documents will be binding on the City without the prior written consent of the City (which consent may be withheld in City's sole discretion); and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, executed by the City, no assignment will release or discharge the assignor from any liability, duty, obligation, or responsibility under the Contract Documents.

Subject to the foregoing, the Contract Documents shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained in the Contract Documents shall in any way constitute a personal obligation of or impose any personal liability on any employees, officers, directors, agents or representatives of the City or its successor and assigns.

In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, this agreement has been executed on this day of _____, _____.

_____	_____
Name of Contractor	Signature of City
_____	_____
Signature of Contractor	Title of Signator
_____	
Title of Signator	

ATTEST:	ATTEST:
_____	_____
Signature	Signature
_____	_____
Title of Signator	Title of Signator

*****END OF SECTION*****

SECTION 00610
FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, **City of Gilroy**, hereinafter designated the "City," has, on _____, _____, awarded to, _____hereinafter designated as the "Principal," a Contract for the construction of the **Las Animas Park Pickleball Courts** project**,** and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and, as Surety, are held and firmly bound unto the City the penal sum of _____ _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on it or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for a one-year warranty period, during which time this bond remains in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly

signed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

(Seal)

_____
Signature for Principal

_____
Title of Signator

_____
Surety

(Seal)

_____
Signature for Surety

_____
Title of Signator

*****END OF SECTION*****

SECTION 00620
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, **City of Gilroy ,** hereinafter designated as the "City," has, on _____, _____, awarded to _____, hereinafter designated as the "Principal," a Contract for the construction of the **Las Animas Park Pickleball Courts** project and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal, and, as Surety, are held and firmly bound unto the City the penal sum of _____ _____ Dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

The Payment Bond for which this Section provides shall secure the payment of those persons or entities to whom the Principal, its Subcontractors or its heirs, executors, administrators, successors, or assigns, shall be become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the bidder in performing the work, or taxes or amounts to be withheld thereon. The Surety or Sureties will pay the following amounts should the Principal or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 3181; (2) amounts due under the Unemployment Insurance Code with respect to work contracted to be done or any work or labor thereon of any kind; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. This Payment Bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to

the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

(Seal) Signature for Principal Title

_____
Surety

(Seal)

_____
Signature for Surety Title

*****END OF SECTION*****

SECTION 00630
CERTIFICATE OF INSURANCE

Return Completed
Certificate to
City of Gilroy (Agency)

This certifies to the Agency that the following described policies have been issued to the Insured named below and are in force at this time.

Insured
Address
Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES AND INSURERS	LIMITS Bodily Injury / Property Damage	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation (Name of Insurer) (Best's Rating)	Employers Liability $		
Check policy type: COMPREHENSIVE GENERAL LIABILITY_____, or COMMERCIAL GENERAL LIABILITY _____. (Name of Insurer) (Best's Rating)	"Claims Made" ____ Occurrence Each Occurrence $_____ / Each Occurrence $ Aggregate $_____ / Aggregate $ or Combined Single Limit $ Aggregate $		
BUSINESS AUTO POLICY Liability Coverage Symbol	Each Person / Each Accident $_____ $_____ / $ Each Accident $ or, Combined Single Limit $		
UMBRELLA LIABILITY (Name of Insurer) (Best's Rating)	"Claims Made" ____ Occurrence Occurrence/Aggregate $ Self-Insured Retention $		

The following coverage or conditions are in effect:	Yes	No
The Agency, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the Agency 30 days written notice of cancellation or reduction of coverage or limits		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B and C		
Broad Form Property Damage		
X, C, U& Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the Agency, its officials, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency		
Waiver of subrogation from Workers' Compensation Insurer		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature Date

Telephone No.

Note: Authorized signatures may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

City of Gilroy ("the Agency")
7351 Rosanna Street
Gilroy, CA 95020
Attn: Risk Manager

GENERAL LIABILITY ENDORSEMENT

A. POLICY INFORMATION Endorsement No.

1. Insurance Company_____ Policy No.
2. Policy Term (from)_____(to)
3. Named Insured_ _____
4. Address of Named Insured_____
5. Limit of Liability Any One Incident/Aggregate $_____
6. Deductible or Self-Insured Retention:
   (Nil unless otherwise specified): $_____
7. Coverage is equivalent:
   Comprehensive General Liability form GL0002 (Ed 1/73)_____
   Comprehensive General Liability "occurrence" form CG0001_____
   Comprehensive General Liability "claims-made" form CG0002.....
8. Bodily Injury and Property Damage Coverage is: "claims-made" - "occurrence"
   if claims-made, the retroactive date is _____.

NOTE: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The Agency, its elected and appointed officers, officials, employees and volunteers are included as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees and volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** This coverage, if primary, affords coverage at least as broad as:

   (1) Insurance Services Office form number GL 002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement: or
   (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or

(3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

3. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

4. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.

5. **CANCELLATION NOTICE.** The insurance afforded by this policy 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 Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

_____
(Company)

_____

(Address) _____

_____
(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Agency)

ORGANIZATION_____TITLE_____

ADDRESS_____TELEPHONE

WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

The City of Gilroy ("the Agency")
7351 Rosanna Street
Gilroy, CA 95020
Attn: Risk Manager

A. POLICY INFORMATION Endorsement #

1. Insurance Company_____ ("the Company")
   Policy Number
2. Effective Date of This Endorsement
3. Named Insured
4. Employer's Liability Limit (Coverage B)

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **Cancellation Notice**. The insurance afforded by this policy 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 Agency. Such notice shall be addressed as shown in the heading of this endorsement.
2. **Waiver of Subrogation**. The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Agency)

ORGANIZATION_____TITLE_____

ADDRESS_____TELEPHONE_____

SECTION 00650
WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

_____
Signature

_____
Name of Contractor

_____
Title

_____
Date

*****END OF SECTION*****

SECTION 00670
NOTICE OF NONDISCRIMINATION IN EMPLOYMENT

The undersigned contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, marital status or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notice to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

Date	Licensed General Contractor
Company	License #

*****POST IN CONSPICUOUS PLACE OF EMPLOYMENT*****

*****END OF SECTION*****

SECTION 00700
GENERAL CONDITIONS

1. GENERAL

1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Plans and Specifications is to describe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Plans and Specifications are divided into groups for the convenience of the City, Design Consultant, and Construction Manager. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers, and manufacturers.

Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

Unless specifically noted otherwise, all sections of the Specifications and the Plans shall be complementary and applicable to each other.

In the event the materials and/or equipment are to be furnished by the City, as designated in the General Requirements or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

Words and abbreviations which have well known technical or trade meaning are used in the Contract Documents in accordance with such recognized meanings. For the definition of terms and abbreviations used in these Contract Documents see Section 01090, **REFERENCES**.

1.2 DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Construction Manager immediately. The Construction Manager will clarify discrepancies or omissions, in writing, within a reasonable time.
In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Contract
    a. Agreement

b. Permits
c. Change Orders

2. General Requirements – Section 01010
3. Supplementary Conditions – Section 00800
4. Instructions to Bidders – Section 00100
5. General Conditions – Section 00700
6. Project Plans
7. Technical Specifications
8. Reference Specifications
9. Reference Standard Plans

With reference to the Project Plans, the order of precedence is as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over standard drawings.
4. Contract drawings govern over standard drawings.
5. Large-scale drawings govern over small-scale drawings.

1.3 HEADINGS

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 PENALTY FOR COLLUSION

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work.

1.5 SUCCESSORS AND ASSIGNS

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligation contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

1.6 ASSIGNMENT TO CITY

Pursuant to Public Contract Code 7103.5, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the

Contractor and its subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract and subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

1.7 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2. ADMINISTRATION

2.1 ADMINISTRATION OF THE CONTRACT

The City's Representatives, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during the construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that of the former Design Consultant or Construction Manager, respectively.

2.2 CITY'S REPRESENTATIVE

2.2.1 General - The City's Representative has the authority to act on behalf of the City on change orders, progress payments, Contract decisions, acceptability of the Contractor's work, and early possession.

2.2.2 Change Orders - The City's Representative has the authority to accept or

reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

2.2.3 Progress Payments - The City's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

2.2.4 Contract Decisions - Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the City's Representative in accordance with the provisions of the Contract

2.2.5 Acceptability of Work - The City's Representative has the authority to make the final determination of the acceptability of the Work. The City's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of defective work as provided.

2.3 CONSTRUCTION MANAGER

2.3.1 **General** - The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under Paragraph 00700-2.1, **Administration of the Contract**, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the City or Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.2 **Representative** - The Construction Manager will be represented at the Site by a resident construction manager or resident engineer who will

observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

2.3.3 **Inspection of Construction** - The Construction Manager shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

In addition to the resident construction manager or resident engineer, the Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

2.3.4 **Acceptability of the Work** - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

2.3.5 **Change Orders** - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the City.

2.3.6 **Construction Schedule** - The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.

2.3.7 **Progress Payments** - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 **Final Payment** - The Construction Manager, with the assistance of the Design Consultant will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the City, for the City's review, written warranties,

and related documents required by the Contract and assembled by the Contractor.

2.3.9 **Early Possession** - The Construction Manager has the authority to recommend early possession.

2.4 DESIGN CONSULTANT

2.4.1 **General** - The Design Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.

2.4.2 **Interpretations** - The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to City.

2.4.3 **Acceptability of the Work** - The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 **Site Observations** - The Design Consultant may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.5 **Submittal** - The Contractor shall submit, through the Construction Manager, all shop drawings, product data and samples for review in accordance with Section 01340, **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**.

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

3. CITY

3.1 GENERAL

The City, acting through the City's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 ATTENTION TO WORK

The City shall notify the Contractor in writing of the name of the individual designated as the City's Representative and the name of the individual designated by the Construction Manager to act as resident construction manager or resident engineer. The Construction Manager's designated representative normally will be at the Site of the Work. During the representative's absences, the Contractor may contact a previously designated representative of the Construction Manager.

3.3 INSPECTION

In addition to the resident construction manager or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for its decision.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies.

The City also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, public, City, and any property or

equipment. In either case an appropriate Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor all direct, indirect and consequential costs and damages of correcting such deficiencies and/or for performing such work, including without limitation compensation for the Design Consultant's, the Construction Manager's, and City's additional services made necessary by such default, neglect, failure or emergency.

3.5 CITY'S RIGHT TO USE OR OCCUPY

The City reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the Substantial Completion thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Substantial Completion are noted in Paragraph 01010-3.0, **OCCUPANCY REQUIREMENTS**. Failure to include a part of the Work in the above section, shall not limit the City's right to use or occupy parts of the Work not listed.

3.6 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

The City reserves the right to perform the work related to the Project with the City's own forces, and to award separate Contracts in connection with the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved because of

such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents. When separate Contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

The City will provide for the coordination of the work of the City's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 00700-4.8.3, **Cooperation.**

4. CONTRACTOR

4.1 OFFICE

If provided, the Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication.

CONTRACTOR'S REPRESENTATIVE

The Contractor shall notify the City in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's representative shall be an employee of the Contractor. Upon written request of the Contractor, the City may waive this requirement. The City's waiver, if granted, will be in writing. There is no obligation by the City to waive this provision regardless of the effect on the Contractor's operations.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. If neither the Contractor's representative or a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority as provided in Paragraph 00700-6.6, **Temporary Suspension of Work**, to suspend the work until such a representative is at the Project site.

Before initial work is begun on the Contract, the Contractor shall file with the Construction Manager, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

4.3 CONSTRUCTION PROCEDURES

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

4.4 CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the Construction Manager to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the Construction Manager, and such person shall not again be employed on the Project.

The Contractor is reminded that he is an integral part of a city service. All public contact shall be courteous, congenial, and informational only. Discourtesy cannot be tolerated.

4.5 SUBCONTRACTORS

Subcontractors will not be recognized as having a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Bid in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the City.

4.6 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

4.7 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to insure the protection of persons and property at no extra cost to the City. The Contractor shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

4.8 CITY-CONTRACTOR COORDINATION

4.8.1 **Service of Notice** - Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 00700-4.2, **Contractor's Representative**, to the Contractor's office designated in Paragraph 00700-4.1, **Office**, or to the Contractor's address provided in the Bid Proposal.

4.8.2 **Suggestions to Contractor** - Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, and Construction Manager, or the Design Consultant assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

4.8.3 **Cooperation** - The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution

of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with regard to their work, shall be submitted to the City for its decision in the matter. If such separate contractor sues the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such proceedings at the Contractor's expense. If any judgment or award against the City arises from any such litigation whether defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all attorney's fees and court costs which the City has incurred or for which it is liable.

4.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the City.

4.10 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future County, State,

and National laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the City and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

4.10.1 **Prevailing Wage** - In accordance with Section 1770 of the Labor Code, the City has ascertained and does hereby specify that the prevailing wage rates shall be those provided by the California Division of Labor Statistics & Research. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code. It shall be the duty of the Contractor to post a copy of such prevailing wages at the job site. Prevailing wage information may be obtained at www.dir.ca.gov.

For each worker paid less than the stipulated rate in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive, the Contractor shall be subject to the provisions and penalties of Section 1775 of the Labor Code. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor. The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.

No extra compensation whatever shall be allowed by the City due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

If it becomes necessary to employ a craft other than those listed, the Contractor shall notify the City immediately and the City will obtain the additional prevailing rate from the Director of the Department of

Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

The Contractor shall pay travel and subsistence payments to workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

4.10.2 **Certified Payrolls** - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractors compliance with the provisions of Section 1776 of the Labor Code.

4.10.3 **Overtime Requirements** - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than

one and a half (1.5x) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

4.10.4 **Apprentice and Trainee** - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish any and all evidence of compliance with this code section when requested by the City.
For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

4.10.5 **Workers' Compensation Insurance** - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.4, **Workers' Compensation Insurance**.

4.11 SAFETY

4.11.1 **Contractor's Safety Responsibility** - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any other party than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the City. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

4.11.2 **Safety Program** - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Construction Manager a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety program, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7. The program shall also address the following:

A. Compliance with Laws, Rules, and Regulations
B. Infractions of Safety Rules
    1. Reported to Contractor's designated Safety Supervisor
    2. Time correction
    3. Contractor to enforce safety requirements on its subcontractors
    4. Noncomplying employees to be removed from the Project

C. Housekeeping
    1. Continuous cleaning required
    2. Final clean up required
D. Means of Implementing the Program
    1. All new employees to receive training on the Contractor's Safety Program prior to starting work.
    2. Periodic tool box meetings with agenda recorded
    3. Documented safety inspections by Safety Supervisor
    4. Establish emergency procedures and telephone numbers including the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite. The Contractor shall maintain at its office or other well-known place at the Site safety equipment applicable to the Work as prescribed by the aforementioned authorities, and all items necessary for giving first aid to the injured.
    5. Project bulletin board with required policies
    6. At least two employees on each shift should have First Aid training and maintain a current First Aid card issued by an agency such as the American Red Cross.
    7. Completion of a job hazard analysis for specific construction activities.
    8. Establish a hazard communication program for informing the Contractor's and subcontractor's personnel, Construction Manager, City, and other affected parties of specific hazards on the project.
E. Define the duties and responsibilities of Contractor management personnel for safety.
    1. Project Manager
    2. General Superintendent
    3. Foreman
    4. Safety Supervisor
F. Accident Investigation
    1. Investigate all accidents and near misses.
    2. Develop steps to prevent a recurrence.
    3. Completion of all reporting paperwork.

The Contractor's compliance with requirements for safety and/or the Construction Manager's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

4.11.3 **Safety Supervisor** - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the

name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor perform its work safely.

4.11.4 **Safety Coordination Meetings** - The Contractor and its affected subcontractors shall attend safety coordination meetings with the Construction Manager and any other affected parties. The meeting shall be held at least monthly and prior to the start of new construction activities.

Construction activities will be reviewed prior to the start of work in the various areas to determine potential hazards. The Contractor will be responsible for preparing job hazard analyses to breakdown the activities to be performed in a step-by-step procedure and provide safety guidelines for each step and any special equipment necessary to protect workers. The Contractor will act as facilitator for the meeting. The Construction Manager will participate in the Safety coordination meetings but will not direct the Contractor on how to perform its safety operations.

4.11.5 **Safety and Protection** - The Contractor shall take all necessary protection to prevent damage, injury, and loss to:

- All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all

necessary safeguards for such safety and protection. The Contractor shall notify City of adjacent property and of underground facilities and utility City when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

4.11.6 **Excavation Safety** - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders. The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.11.7 **Safety Emergencies** - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

4.11.8 **Safety Violations** - Should the Contractor fail to correct an unsafe condition, the Construction Manager shall immediately notify the City of the Contractor's failure to correct the unsafe condition. The City shall then notify the Contractor through the Construction Manager that the unsafe condition must be corrected or the work in question will be stopped in accordance with Section 00700-6.6.1, **Temporary Suspension of Work** until the condition is corrected to the satisfaction of the City. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Construction Manager

and City shall not relieve the Contractor of its sole responsibility and liability for safety.

The City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

4.11.9 **Equipment Safety Provisions** - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.11.10 **COVID-19 Safety Plan and Program** – Includes furnishing all labor, materials, tools, equipment, and incidentals for preparing and implementing a safety plan and program to comply with all regulations set by all local, state, and federal agencies regarding COVID-19, including but not limited to, Santa Clara County, State of California, and Cal/OSHA. The Contractor shall determine which safety protocols defined by the Santa Clara County Health Department are applicable to this project and follow all requirements of those protocols, as needed.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

4.12 MUNICIPAL LICENSE

In addition to all other requirements set forth in the Contract Documents, the Contractor must obtain and keep in force throughout the progress of the Work, a municipal license issued by the City of Gilroy. Concurrent with delivery of the executed Agreement, the Contractor shall furnish a copy of such license.

5. CONTROL OF WORK AND MATERIALS

5.1 MEANS AND METHODS

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances

where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultants, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

Acceptance by the Construction Manager, City and/or Design Consultant of any drawings, or any information regarding materials and equipment the Contractor proposes to furnish or method of work shall not be regarded as an assumption of risks or liability by the Construction Manager, Design Consultant, or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Construction Manager, City, and/or Design Consultant has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

5.2 CITY-FURNISHED MATERIALS

Materials, if furnished by the City, will be made available as designated in the General Requirements. The cost of loading, unloading, hauling and handling, and placing City-furnished materials shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

5.3 DEFECTIVE AND UNAUTHORIZED WORK

Materials or workmanship that is unsatisfactory, faulty or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred in the Contract Documents; or work that has been damaged prior to the Construction Managers recommendation of final payment; shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the Construction Manager.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Construction Manager made under the provisions of this Paragraph 00700-5.3, Defective or Unauthorized Work, the Construction Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 00700-3.4, **City's Right to Carry Out the Work**, shall apply for this Paragraph 00700-5.3, Defective or Unauthorized Work also. Contractor shall bear all direct, indirect and consequential costs and damages due to defective work or materials, whether or not the defective work or materials are corrected or accepted with a reduction in the Contract Price, including without limitation compensation for the Design Consultants, the Construction Managers and City's additional services made necessary by such defective work or materials, notwithstanding any other provision of the Contract Documents.

If laws or regulations of any public body having jurisdiction other than the City require any work to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the City's or the Construction Managers acceptance

of a supplier of materials or equipment proposed as a substitution or equal to be incorporated in the Work, or of materials or equipment submitted for review prior to the Contractors purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the City (unless otherwise specified), except for the cost of any re-inspections or re-testing made necessary by the Work not complying with the Contract Documents, the cost of which shall be borne by the Contractor.

The Construction Manager will make, or have made, such inspections and tests as the Construction Manager deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary Conditions or elsewhere in the Contract Documents, the cost of such inspection and testing will be borne by the City. If such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Construction Manager, as well as the cost of subsequent reinspection and retesting. Neither observations by the Construction Manager nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractors obligation to perform the Work in accordance with the Contract Documents.

All inspections, tests, or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Construction Manager.

If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Construction Manager, it must, if requested by the Construction Manager, be uncovered for observation. Such uncovering shall be at the Contractors expense unless the Contractor has given the Construction Manager timely notice (which in no event shall be less than two (2) full work days prior to any such performance or covering, as applicable), the Contractor’s intention to cover the same and the Construction Manager has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of the Construction Manager, it must, if requested by the Construction Manager, be uncovered by the Contractor for the Construction Managers observation and replaced by the Contractor, all at the Contractors expense.

If the Construction Manager considers it necessary or advisable that covered Work be observed by the Construction Manager or inspected or tested by others, the Contractor, at the Construction Managers request, shall uncover, expose, or

otherwise make available for observation, inspection, or testing as the Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of Construction Manager, Design Consultant and other professionals. However, if such Work is not found to be defective, the Contractor shall be allowed an appropriate increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Paragraph 00700-7.3.2, Claims.

5.4 UNNOTICED DEFECTS

Any defective work or material that may be discovered by the City, Construction Manager, or Design Consultant before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the City, Construction Manager, or Design Consultant to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

5.5 RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work but shall make such deductions in the final payment therefor as may be just and reasonable.

6. PROGRESS OF THE WORK

6.1 BEGINNING OF WORK

The Contractor shall begin work within ten (10) days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the time required by the Contract Documents.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer.

6.2 TIME OF COMPLETION

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Paragraph 00810-2.0, **TIME ALLOWED FOR COMPLETION**.

6.3 DELAYS

6.3.1 **Notice of Delays** - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

6.3.2 **Non-excusable Delays** - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 **Excusable Delays** - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension pursuant to Paragraph 00700-6.4.2.c, Weather Delays. *Weather delays are not compensable.*

6.3.3.3 Material Shortages - Upon the submission of satisfactory proof to the Construction Manager by the Contractor, shortages of material will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 **Compensable Delays** - Compensable delays in the prosecution or completion of the Work shall include only those delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule and which are due to the following cause(s) *only*:

a. Delays due solely to the actions and/or inactions of the City.
b. Delays due to differing site conditions as defined in Paragraph 00700-7.2, **Differing Site Conditions**.
c. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

6.3.5 **Concurrent Delays** - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Paragraphs 00700-6.3.2, **Non-Excusable Delays**, 00700-6.3.3, **Excusable Delays**, or 00700-6.3.4, **Compensable Delays**. During such concurrent delay periods, time extensions will be granted in accordance with Paragraph 00700-6.4, **Time Extensions**; however, the Contractor shall not be compensated for its overhead costs as defined in Paragraph 00700-6.4.3, **Indirect Overhead**, and the City shall not assess its actual costs as defined in Paragraph 00700-6.4.1, **Non-excusable Delays**.

6.4 TIME EXTENSIONS

6.4.1 **Non-excusable Delays** - The City may grant an extension of time for non-excusable delays if the City deems it is in its best interest. If the City grants

an extension of time for non-excusable delays, the Contractor agrees to pay the City's actual costs, including without limitation charges for engineering, inspection and administration incurred during the extension. Contractor shall not be entitled to any compensation if the City chooses to grant an extension of time for non-excusable delays.

6.4.2 **Excusable or Compensable Delays** - If the Contractor is delayed in the performance of its work as defined in Paragraphs 00700-6.3.3, **Excusable Delays**, or 00700-6.3.4, **Compensable Delays**, then the Contract completion date may be extended by the City at its sole reasonable discretion for such time that, in the City's and Construction Manager's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

a. The Contractor shall provide notification, in accordance with Paragraph 00700-6.3.1, **Notice of Delays**, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Paragraph 01310-6.0, **TIME IMPACT ANALYSES**.

b. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.

c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 00700-6.3.3.2, Weather Delays, which exceeds the allowance as provided for in Paragraph 00810-4.0, **WEATHER DELAYS**. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Time extensions will not be unreasonably withheld if the foregoing conditions are met.

Should the Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Paragraph 00700-6.5, **Liquidated Damages**.

6.4.3 **Indirect Overhead** - The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Paragraph 00700-6.3.4, **Compensable Delays**. However, no reimbursement for indirect overhead shall be made for compensable delays which occur during a concurrent delay as defined in Paragraph 00700-6.3.5, **Concurrent Delays**. No reimbursement for indirect overhead as covered in this section shall be made for any time extensions granted for Contract change orders as provided in Section 01035, **MODIFICATION PROCEDURES**. As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Paragraph 00700-6.4.2, **Excusable or Compensable Delays**. No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions.

6.4.3.1 Indirect Field Overhead – see section 6.4.3.2 below

6.4.3.2 Indirect Home Office and Indirect Field Overhead - For those allowable delay periods as defined in Paragraph 00700-6.4.3, **Indirect Overhead**, the Contractor shall be reimbursed for its home office and field overhead based on the following formula:

$$\frac{\text{Contract Bid Price (\$)}}{\text{Contract Period (Days)}} \times (0.03) = \text{Daily Home Office Overhead (\$/Day)}$$

As it is impractical to determine the actual home and field office overhead, such reimbursement shall be mutually agreed between the City and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to indemnify, defend and hold the City harmless for any indirect overhead claims from its subcontractors.

6.5 LIQUIDATED DAMAGES

THE CITY AND CONTRACTOR RECOGNIZE THAT THE CITY WILL SUFFER SUBSTANTIAL DAMAGES AND SIGNIFICANT FINANCIAL LOSS AS A RESULT OF THE CONTRACTOR'S DELAYS IN PERFORMANCE OF THE

WORK DESCRIBED IN THE CONTRACT DOCUMENTS. THE CITY AND THE CONTRACTOR HEREBY ACKNOWLEDGE AND AGREE THAT THE DAMAGES AND FINANCIAL LOSS SUSTAINED AS A RESULT OF ANY SUCH DELAYS IN PERFORMANCE WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN. THEREFORE, THE CITY AND THE CONTRACTOR HEREBY AGREE THAT IN THE EVENT OF SUCH DELAYS IN PERFORMANCE DESCRIBED BELOW, THE CITY SHALL BE ENTITLED TO COMPENSATION BY WAY OF LIQUIDATED DAMAGES (AND NOT AS PENALTY) FOR THE DETRIMENT RESULTING THEREFROM. THE CITY AND THE CONTRACTOR FURTHER AGREE THAT THE FOLLOWING AMOUNTS ARE A REASONABLE ESTIMATE OF THE CITY'S DAMAGES AND FINANCIAL LOSS IN THE EVENT OF ANY SUCH DELAYS IN PERFORMANCE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH AMOUNTS TO THE RANGE OF HARM TO THE CITY WHICH REASONABLY COULD BE ANTICIPATED AS OF THE DATE OF THIS AGREEMENT AND THE EXPECTATION THAT PROOF OF ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE.

AS LIQUIDATED DAMAGES FOR THE CONTRACTOR'S DELAY IN COMPLETING THE WORK WITHIN THE CONTRACT TIME (AS THE SAME MAY BE EXTENDED IN ACCORDANCE WITH PARAGRAPH 6.5 OF THESE GENERAL CONDITIONS), THE CONTRACTOR SHALL PAY TO THE CITY LIQUIDATED DAMAGES IN THE AMOUNT SET FORTH IN PARAGRAPH 00810-3.0, DAMAGES FOR DELAYS, PER DAY FOR EACH DAY DURING WHICH COMPLETION OF THE WORK IS DELAYED BEYOND THE CONTRACT TIME. CONTRACTOR AGREES TO PAY SUCH LIQUIDATED DAMAGES IMMEDIATELY UPON REQUEST BY CITY, AND IF THE SAME ARE NOT TIMELY PAID, AGREES THAT CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT DOCUMENTS, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO CITY UNDER THE CONTRACT DOCUMENTS OR APPLICABLE LAW.

6.6 TEMPORARY SUSPENSION OF WORK

6.6.1 If the Contractor fails to correct defective work as required by Paragraph 00700-5.3, **Defective and Unauthorized Work**, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, by a written order of the City's representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City

to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City.

6.6.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

6.6.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the City shall provide the provisions as stipulated in Paragraph 00700-6.6.2 above. Such additional work shall be compensated as provided for in Section 00700-7.0, **SCOPE OF WORK - CHANGES IN THE WORK**.

6.7 TERMINATION OF CONTRACT

If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Construction Manager, within the time specified in such notice, the City or the City's Representative in such case shall have the authority to terminate the operation of the Contract.

Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the City may designate. Upon such termination, the Contractor's control shall terminate and thereupon the City or its fully authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the City may employ other parties to carry the Contract to completion, employ the necessary workers,

substitute other machinery or materials and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract Price will be charged against the Contractor and its sureties, who will be liable therefor.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the City; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract, and Contractor and its sureties shall remain liable for the full cost of completing the Work, whether or not the funds left in the construction account at the time the Contract is terminated are sufficient to cover the balance of the Work. Any excess cost over and above the Contract amount incurred by the City arising from the termination of the operations of the Contract and the completion of the Work by the City as above provided shall be paid for by any available funds held by the City. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In addition to the City's rights under this section, if at any time before completion of the Work under the Contract, it shall be determined by the City that reasons beyond the control of the parties hereto render it impossible or against the interests of the City to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may, upon ten (10) days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the Work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done, nor for any claim for liquidated damages.

7. SCOPE OF WORK - CHANGES IN THE WORK

7.1 CHANGE ORDERS

7.1.1 Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field

Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time.

7.1.2 Extra work shall be that work not shown or detailed on the Contract Drawings or Contract Documents and not specified or reasonably inferred therefrom. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

7.1.3 In case any change increases or decreases the Work shown, the Contractor shall be paid for the Work actually done at a mutually agreed upon adjustment to the Contract Price, based upon the provisions of Section 01035 - **MODIFICATION PROCEDURES**

7.1.4 If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract *Price*, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 00700-7.3.2, **Claims**.

7.2 DIFFERING SITE CONDITIONS

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before the following conditions are disturbed, notify the Construction Manager in writing, of any:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
b. Subsurface or latent physical conditions at the site differing from those indicated.
c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally

recognized as inherent in work of the character provided for in the Contract.

The City shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work the City shall cause to be issued a Change Order under the procedures provided in Paragraph 00700-7.1, **Change Orders**.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Paragraph 00700-7.3, **Resolution of Disputes**.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required. The Contractors failure to give notice of differing site conditions within twenty-four (24) hours of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature, including any claims for an increase in the Contract Price and/or an extension of the Contract Time.

7.3 RESOLUTION OF DISPUTES

7.3.1 **Contract Interpretation by the Construction Manager** - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within ten (10) days of receipt of the request.

7.3.2 **Claims**

7.3.2.1 Notice - If the Contractor disagrees with the Construction Manager's decision in Paragraph 00700-7.3.1, **Contract Interpretation by the Construction Manager**, or in any case where the Contractor deems additional compensation or a time extension to the Contract Time is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions provided in Paragraph 00700-7.3.1 or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of

receipt of such decision. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words “Notice of Potential Claim”. Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Paragraphs 00700-6.3, **Delays,** and 6.4, **Time Extensions**, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventive action, to monitor the Contractor’s increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

7.3.2.2 Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the Construction Manager, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Construction Manager on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

7.3.2.3 Submission of Claim Costs. Within 30 days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager as best the Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Construction Manager be dissatisfied with format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01035, **MODIFICATION PROCEDURES**.

7.3.2.4 Claim Meetings. From time to time the Construction Manager may call a

special meeting to discuss outstanding claims should it deem this of possible help. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

7.3.2.5 **Right To Audit -** If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation for the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence of accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plans, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all Subcontractors and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City. If the Contractor's claim to the City for additional compensation is ultimately denied, then the Contractor shall reimburse the City for all costs and expenses incurred by the City in connection with the audit.

7.3.3 **Resolution of Claims** - For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy-five thousand dollars ($375,000) or less shall be resolved pursuant to the provisions of that code section.

Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor that are not resolved between the City and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes.

Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

8. PAYMENT

8.1 SCOPE OF PAYMENT

8.1.1 **General** - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefor. Neither full payment nor the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Notwithstanding any other provision of the Contract Documents, if Contractor disputes any determination by City with regard to payment, Contractor shall not be entitled to stop work pending resolution of such payment dispute, but shall expeditiously continue to prosecute the Work unless directed otherwise by City.

8.1.2 **Payment for Patents and Patent Infringement** - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the Work, and the Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultants, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the Work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.

8.1.3 **Payment of Taxes** - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract Price.

8.1.4 **Payment for Labor and Materials** - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security

payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

8.2 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, the City will pay the Contractor for all such Work installed on the basis of percentage completion. Amounts earned will be based on accepted Cost Breakdown (Section 01025, **MEASUREMENT AND PAYMENT**).

Payments will be made by the City to the Contractor on estimates duly certified and approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the Work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on Work accomplished by the 25th day of the month. The Contractors estimate is to be submitted no later than the last day of the same month. Late submittals will not be processed until the following month.

The Contractor shall submit its estimate of the Work completed during the prior month and the Work completed to date in a format corresponding to the accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Paragraph 00700-8.3, **Partial Payments - Inclusion of Materials on Hand.** Upon receipt of Contractor's requests for payment, the City shall act in accordance with the following:

(a) The Construction Manager shall review the submitted estimates, as soon as practical after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of Work done and acceptable materials and equipment on hand.
(b) Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as

practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Construction Manager will be available to meet to discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms with the Construction Manager's evaluation, the Construction Manager will calculate the amount due the Contractor, prepare the progress payment request for signature by the Contractor, and submit the recommended progress payment request with Contractors accompanying invoice for the City's approval and processing. The City will make payment to the Contractor in accordance with City's normal accounts payable procedures; the City shall retain amounts in accordance with Paragraph 00700-8.4, **Right to Withhold Amounts.**
No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars ($1,000.00).

The City shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code Section 20104.50, if the City fails to pay an undisputed request for payment within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

8.3 PARTIAL PAYMENTS - INCLUSION OF MATERIALS ON HAND

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

a. Only equipment or materials which have received favorable review of shop drawings will qualify.
b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.
c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.
d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.
e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Paragraph 00700-8.4., **Right to Withhold Amounts**.

8.4 RIGHT TO WITHHOLD AMOUNTS

8.4.1 **Retention** - The City will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Section 22300. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a qualified bank to be chosen by City, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to

ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

Any Contractor wishing to exercise this option shall give notice in writing to City, and shall thereafter execute an escrow agreement in the following form:

ESCROW AGREEMENT FOR

SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

_____

whose address is _____

hereinafter called “City”, and _____

whose address is _____

hereinafter called “Contractor”, and_____

whose address is _____

hereinafter called “Escrow Agent.”
For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for in the amount of _____ dated _____ (hereinafter referred to as the “Contract”). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial City.

2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor

until such time as the escrow created under this Contract is terminated.

4. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.

5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.

6. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.

8. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.

9. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

10. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of City: On Behalf of Contractor:

_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On Behalf of Escrow Agent:

_____

Title

_____

Name

_____

Signature

_____

Address

At the time the Escrow Account is opened, City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

CITY:	CONTRACTOR:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

8.4.2 **Other Withholds** - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover Two hundred percent (200%) of the cost of the following:

a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
b. Defective work or materials not remedied.
c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
e. Damage to another contractor or third party, or to property.
f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current “As-Built” record drawings.
g. The City’s costs for the Contractor’s failure to complete within the allowed time.
h. Cost of insurance arranged by the City due to cancellation or reduction of the Contractor’s insurance.
i. Failure of the Contractor to make proper submissions, as herein

specified.

j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
k. Payments due the City from the Contractor.
l. Reduction of Contract Amount because of modifications.
m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.
n. Provisions of law that enable or require the City to withhold such payments in whole or in part.
o. Punchlist items.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

8.5 SUBSTANTIAL COMPLETION

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Construction Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the project is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion. The Certificate shall establish the date of Substantial Completion and the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents,

and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the punch list accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the punchlist within the time period provided in the Certificate of Substantial Completion.

8.6 FINAL INSPECTION, NOTICE OF COMPLETION AND PAYMENT

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the City that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the City. After completion of the Work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor in accordance with Paragraph 00700-8.2, **Partial Payments,** with the right to subtract therefrom any Liquidated Damages owed to City (provided that failure to subtract any portion of Liquidated Damages owed to City shall not be a waiver of City's right to collect Liquidated Damages at any time thereafter).

After receipt of the last partial payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Paragraph 00700-7.3.2, **Claims**, may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the City accept the project, the City will take formal action on acceptance.

Within ten (10) days of the acceptance by the City of the completed Work embraced in the Contract, including the landscape maintenance, the City will submit to be recorded in the office of the County Recorder a Notice of Completion.

Thirty-five (35) days after recording the Notice of Completion of the Work involved in the Contract, the City will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

8.7 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City *free* from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

9. EXISTING UTILITIES

9.1 GENERAL

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate required notification center.

9.2 NOTIFICATION AND LOCATION

At least two (2) working days before performing any excavation work, the Contractor shall request the utility company to mark or otherwise indicate the location of their service. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility company and which the Contractor believes may affect or be affected by the Contractor's operations. If no pay item

is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

9.3 DAMAGE AND PROTECTION

The Contractor shall immediately notify the Construction Manager and City of any damage to a utility.

The party responsible for the cost of repairing and/or relocating damaged utility shall be as follows:

	Description	Responsible Party
A.	Utility mains delineated incorrectly on City's plans	City/Utility Company
B.	Utility mains delineated correctly on City's plans but information provided incorrectly by utility company	Utility Company
C.	Utility mains not shown on City's plan	Utility Company
D.	Utility mains incorrectly marked in the field by utility company	Utility Company
E.	Utility mains correctly marked and/or delineated on City's plans	Contractor
F.	Utility service laterals whether indicated or not indicated on plans and whether correctly or incorrectly shown on City's plans.	Contractor

9.4 UTILITY RELOCATION AND REARRANGEMENT

The right is reserved to the City and the utility companies or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the Owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the Construction Manager of the

existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by Construction Manager. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 00700-9.3, **Damage and Protection**.

Where it is determined by the Construction Manager that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the Construction Manager will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 00700-7.1, **Change Orders**.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

*****END OF SECTION*****

SECTION 00800
FEDERAL PROVISIONS AND REQUIREMENTS

Not Used

*****END OF SECTION*****

SECTION 00810
MODIFICATIONS TO GENERAL CONDITIONS

1. CONTRACT ADMINISTRATION

The following are designated:

1.1 **Name of Construction Manager**

Weston Hill, Senior Engineer

1.2 **Name of Design Consultants**

BFS Landscape Architects

Acies Engineering

3. DAMAGES FOR DELAYS

In accordance with the provisions of Paragraph 00700-6.5, **Liquidated Damages**, for the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract documents, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City $3,600 per day liquidated damages.

Liquidated Damages for Failure to Start Work

It is the City's intent to have the work prosecuted as quickly as possible. This section shall apply to starting up the project or re-starting a project that has a mutually agreed to work stoppage. The Contractor shall diligently prosecute the work and be ready to start immediately upon receiving Notice to Proceed. The Contractor shall submit a project Schedule and said schedule shall be approved by the Engineer prior to commencement of the work. The Contractor shall start construction within 10 days of the Notice to Proceed. The contractor shall immediately re-start work on the date agreed to after a work stoppage. If the Contractor does not diligently prosecute the work after being notified that they are not diligently prosecuting the work or fails to start work within ten days of the Notice to Proceed or re-start work on the agreed upon date, this shall be considered an avoidable delay and the Contractor shall be charged Liquidated Damages for each day, regardless of the time it occurs within the Contract Period. The Contractor may at their option elect to be charged for each day of work or have the Contract Period reduced by one day, for each day making the contract end one day sooner for each day not worked.

4. WEATHER DAYS

In accordance with the provisions of Paragraph 00700-6.4.2.c, Weather Delays, an allowance of zero (0) calendar days of weather caused delay is provided for in the time allowed for completion stated in Paragraph 2.0 above. Contract time extensions for weather caused delays will not be considered until this allowance is spent.

*****END OF SECTION*****

SECTION 00820
LIABILITY AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION

To the fullest extent permitted by applicable laws and regulations, the Contractor shall indemnify, defend and hold harmless the City, the Construction Manager, and their officers, directors, agents, and employees, against and from all liability or claims arising under, by reason of or incidentally to the Contract Documents and/or performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Construction Manager, or their agents, servants, or independent contractors who are directly responsible to the City or the Construction Manager. As used herein, the words liability or claims shall mean all liabilities, claims, costs, expenses, losses and damages, including without limitation actual attorneys' fees and legal costs. Such obligations of the Contractor shall include but not be limited to the following:

A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or Contractors Agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or Contractors Agents;

B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractors or a Subcontractors own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Construction Manager;

C. Liability or claims arising directly or indirectly from or based on the violation of any laws or regulations, whether by the Contractor or Contractors Agents;

D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor or Contractors Agents in the performance of the Work of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;

E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor or Contractors Agents;

F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or Contractors Agents;

G. Liabilities or claims arising directly or indirectly from any breach by the Contractor or Contractors Agents of any terms, covenants or provisions contained in the Contract Documents.

The Contractor shall reimburse the City and the Construction Manager for all costs and expenses (including but not limited to fees and charges of Construction Manager, architects, attorneys, and other professionals and court costs) incurred by said City and the Construction Manager in enforcing the provisions of this Paragraph 00820-1.0, Indemnification.

The indemnification obligation under this Paragraph 00820-1.0, Indemnification, shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under Workers Compensation Acts, Disability Benefit Acts, or other employee benefit acts, or by the coverage of any insurance maintained by Contractor or any such Subcontractor.

All obligations of Contractor under the Contract Documents, including without limitation this Paragraph 00820-1.0, Indemnification to indemnify, defend and hold the City, the Construction Manager and any other persons or entities harmless, shall survive the acceptance of the Work by the City or the sooner termination of the Agreement.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability under Section 00820-1.0, **Indemnification.** The City will not be liable for any accident, loss, or damage to the Work prior to its completion and acceptance.

2. INSURANCE REQUIREMENTS

2.1 General

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Paragraph 00820-2.0, **INSURANCE REQUIREMENTS,** and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 00820-2.0 **INSURANCE REQUIREMENTS.**

2.2 INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

2.2.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. ~~Course of Construction insurance covering all risks of loss less policy exclusions~~. NOT REQUIRED ON THIS PROJECT.
5. Performance and Payment Bonds for the full amount of the contract.

2.2.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations): **$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **$1,000,000** per accident for bodily injury and property damage.

3. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

4. ~~Course of Construction: Completed value of the project with no coinsurance penalty provisions~~. NOT REQUIRED ON THIS PROJECT.

2.2.3 Deductibles and Self-Insured Retentions

Ay deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense

expenses within the retention.

2.2.4 Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG20 10 11 85), as a separate Owner's and Contractor's Protective Liability Policy, or on the City's own form.

b. For any claims related to this project, **the Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

2.3.1. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII- or otherwise acceptable to City.

2.3.2 Verification of Coverage

Contractor shall **furnish the City with original certificates and amendatory endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than

the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

2.3.3 Subcontractors

Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated herein.

2.4 Workers' Compensation Insurance

The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

a. The required policy shall provide coverage for Workers' Compensation (Coverage).
b. This policy shall provide coverage for One Million Dollars ($1,000,000) Employers' Liability (Coverage B).

2.5 Builder's Risk Insurance – NOT REQUIRED ON THIS PROJECT

2.5.1 ~~**Standard Coverage** - The Contractor shall cause to be taken out, and maintain in the name of the City and the Contractor until final completion and acceptance of the project, Special Form (Course of Construction) Builder's Risk Insurance including but not limited to coverage against loss of damage to the project by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed $10,000 for any one loss. Such insurance will not cover loss or damage to the Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the project.~~

2.5.2. **Earthquake and Flood Coverage** - NOT REQUIRED ON THIS PROJECT

2.5.3 **Subrogation** - The City and Contractor hereby waive their rights of subrogation against each other provided the same does not prejudice coverage under the applicable policy. The Contractor shall obtain from all

insurers a recognition that a waiver of subrogation endorsement for losses caused by fire or other perils to the extent covered by this insurance is provided. Contractor shall pay any extra premium required therefor.

2.6 Notices

Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

Attn: Weston Hill
Public Works Department
Engineering Division
7351 Rosanna Street
Gilroy, CA 95020

2.7 Change in Terms

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the location identified in Paragraph 00820-2.6.d, **Endorsements**. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.

2.8 Occupancy

The City reserves the right to occupy existing facilities under construction or to use or occupy parts of the Work as provided for in Paragraph 00700-3.5, **City's Right to Use or Occupy**. Insurance policies shall not restrict or limit such use.

*****END OF SECTION*****

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010
SUMMARY OF WORK

1. WORK COVERED BY CONTRACT

The work includes furnishing all labor, materials, incidentals, and equipment necessary to construct six pickleball courts at Las Animas Veterans Park, including demolition and site preparation, grading, construction of six pickleball courts, concrete work, paving, striping and signage, fencing and gates, storm drainage system, stormwater treatment facility, water and irrigation system, lighting and associated electrical system, site furnishings, landscaping, and other minor site improvements, as indicated in these Plans and Specifications. The cost of all such incidental work shall be included in the various bid item prices and no additional or direct payment will be made therefor.

2. WORK SEQUENCE AND CONSTRAINTS

A. It is expected that a Notice to Proceed will be issued by the City for physical construction after the execution of the contract documents. However, WPCP and SWPPP preparation, project schedule, shop drawings, and various required submittals may be completed with a Partial Notice to Proceed issued by the City after the issued of Notice of Intent to Award and after the bid protest clock is expired.

B. All erosion control measures must be in place prior to the start of work.

C. Contractor shall coordinate work and schedule with City approved Special Events and ensure that the project site is thoroughly cleared, cleaned and safe for those events. The City reserves the right to ask the contractor to thoroughly clear and clean the project site for an approved Special Event within the project limits. The City shall notify the contractor at least ten (10) working days prior to the date of clearance and demobilization. All delays associated with this work are considered Excusable Delays and will not be compensable to the contractor. Requests for time extensions due to this delay will be acceptable to the City. All costs associated with this work shall be included in the mobilization bid item, no additional compensation will be made for this work.

3. ORDER OF WORK

The suggested order of work is listed below.

1. Install all protective measures for existing trees and site elements to remain and implement all erosion and sediment control measures.

2. Perform site clearing, demolition, salvaging, abandonment, clearing and grubbing, and grading.

3. Complete trenching, installation, and backfill of proposed utilities, including water, irrigation, storm drainage, and electrical improvements.

4. Install foundations and posts for light poles, fencing, gates, relocated benches, relocated barbeques, electrical control cabinet, and net anchors.

5. Construct asphalt concrete slab (if bid alternate is not awarded).

6. Construct concrete curbing, sidewalks, and conventionally reinforced slab (if bid alternate is awarded).

7. Install light posts, furnishings, fencing, and miscellaneous surface features.

8. Perform fine grading and installation of bioretention soil mix, mulch, and sod.

9. Install plantings.

10. Final site stabilization and demobilization.

4. OCCUPANCY REQUIREMENTS

None

5. CITY FURNISHED MATERIALS

None

6. TRENCH EXCAVATION

Refer to Project Plans.

7. WORK UNDER OTHER CONTRACTS

None

8. CONTRACTOR'S WORK PERCENTAGE

The Contractor shall perform at least fifty (50) percent of the Contract bid amount, except that any designated “Specialty Items” may be performed by subcontract and the amount of any designated “Specialty Items” performed by subcontractor may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization. This portion of work shall encompass the performance of work by the contractor’s forces and equipment and the procurement of materials and equipment by the Contractor.

Subcontractors shall not be responsible for the performance of any work or procurement of materials and equipment within the above Contractor's work percentage allotment.

9. UNDERGROUND FACILITIES

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided the Contractor for compliance with the provisions of Paragraph 01010-9.0, Underground Facilities, or for the damage and repair of facilities due to the lack of such care.

*****END OF SECTION*****

SECTION 01025
MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

1.1. **General** - Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

1.2 **Units of Measurement** - Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.3 **Certified Weights** - When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

1.4 **Methods of Measurement** - Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and/or inspector and shall be deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.
Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as

included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefor.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2. DESCRIPTION OF BID ITEMS

A. GENERAL

Bid Items described in Section 00310 are presented to indicate major categories of the work for purposes of comparative bid analyses, payment breakdown for monthly progress payments and to comply with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified:

B. CONTRACTOR'S COST BREAKDOWN

Lump Sum Price Breakdown - For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The price breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. Mobilization, overhead, bonds, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bonds and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown shall be generally in the same format as the Contract specifications, divisions and subdivisions, with major items of Work listed individually. The price breakdown shall be by structure, civil, landscaping, or other logical division of work. The price breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The price breakdown shall include separate allowances for any

testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of Work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The price breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of Work. The price breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the price breakdown.

C. BID ITEMS

Unit prices for all bid items shall include full compensation for furnishing all labor, materials, tools, equipment, staging, hauling, disposal, and incidentals for doing all the work involved and related incidental work.

Base Bid

1. Mobilization, Lump Sum

The unit price paid includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals associated with all preparatory and operational work necessary to provide for: insurance; bonds; required permits and fees; submittals; mobilization; demobilization; shop drawings; project phasing; multiple move ins and move outs which are required to prosecute the work; work sequencing; staging; portable toilets; public notifications; posting of “No Parking” signs; cleanup and restoration of any damage to existing improvements; supervision; project management; project office; coordination of concurrent work with other contractors; schedules; meetings; preparing “as-built” plans or record drawings; clean up; repairs; the movement of personnel, equipment, supplies, and incidentals to and from the project site; the establishment of all other facilities necessary for work on the project; all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and

work and improvements called for or implied by the Contract Documents which are not included in the other bid items but are required to complete the Work. Pre-demolition video is required to show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Lump sum per CA Public Contract Code Section 10264.

2. Construction Surveying, Lump Sum

The work shall include, but not be limited to, construction staking and marking required to establish the lines and grades to construct the project. Also included in this work item is referencing all necessary control points, setting benchmarks and performing all construction layout and reference staking necessary for the proper control and satisfactory completion of the project. This bid item also includes protecting existing monuments, and replacing lost of damaged points/monuments.

3. Temporary Erosion and Sediment Controls, Lump Sum

The implementation, maintenance, and adjustment of erosion and sediment control measures per the approved CASQA BMP standards for the duration of the project, including daily inspection/maintenance, emergency measures as directed, and ensuring subcontractor compliance, and temporary BMP removal at the end of the project.

4. Construction Fencing, Gates, and Signs, Lump Sum

Furnish, install, maintain, and remove temporary fencing, gates, and signs to fully enclose the project's limits of construction for the full duration of the project. Access control and site security shall be incidental to this bid item for the duration of the project.

5. Clear and Grub, Including Root Removal, Square Foot (Final Pay)

This work includes the removal, staging, and off-haul and disposal (as necessary) of existing grass, surface vegetation (excluding trees), and the top 3 inches of topsoil within the limits of work shown on the Plans or as directed by the Engineer to a Class III Facility. All materials and soils removed and disposed of under this bid item will not be measured or paid for under the "Site Grading, Cut and Fill, Off Haul, and Disposal, Square Foot" bid item.

6. Demolish Existing Asphalt and Concrete, Square Foot (Final Pay)

This work includes the removal, off-haul, and disposal of all materials within existing asphalt and cement concrete areas as needed to construct the proposed improvements to the grades specified. This also includes sawcut and root removal under pavement locations. Existing base rock below the grading plane may remain in place if approved by the Engineer.

7. Relocate Existing Picnic Table, Each

This work includes the salvaging, staging, and re-installation of existing picnic tables, demolition and removal of existing foundations, and the construction of new foundations. Picnic tables shall be re-installed onto new foundations per plan.

8. Relocate Existing Barbeque, Each

This work includes the salvaging, staging, and re-installation of existing grills, demolition and removal of existing foundations, and the construction of new foundations. Grills to be re-installed onto new foundations per plan.

9. Tree Protection, Each

This work includes protection of all existing trees not designated for removal within the construction limit through installation and maintenance of protective fencing one foot beyond the dripline as shown on the plans, and any necessary careful pruning of roots or limbs to allow grading or excavation while maintaining tree health and stability. The work also includes temporary stabilization of tree root zones during excavation, locating structural roots, setting posts, attaching fencing fabric, installing signage, and maintaining all protective measures until stabilization of the project area.

10. Site Grading, Cut and Fill, Off Haul, and Disposal, Square Foot (Final Pay)

This work includes excavation, material staging and hauling, embankment and compaction, rough grading, and fine grading of the site's entire limit of work, to the finish grades shown on the Plans and subgrades as necessary to facilitate construction, including cut and fill, removal, transport, and disposal of all excess soil and materials to a Class III Facility. Materials removed under "Clear and Grub" shall not be measured or paid for under this bid item. Soil testing and reporting for native and imported soil proposed to be compacted in place or used as backfill and then compacted shall be incidental to this bid item.

11. Relocate Existing Fence, Linear Feet (Final Pay)

This work includes the salvaging of existing fence, demolition of existing fence posts and foundations, re-installation of existing fence, and construction of new fence posts, foundations, and hardware, per plan.

12. Demolish Existing Storm Drain Structure, Each

Includes all work and materials necessary for the removal and disposal of existing storm drain structures. Work may include but not be limited to sand

bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, compaction, and off-haul and disposal of on-site soils from excavation operations.

13. Demolish Existing Storm Drainpipe, Linear Feet (Final Pay)

Includes all work and materials necessary for the removal and disposal of existing storm drain pipe in conflict with proposed improvements. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, compaction, and off-haul and disposal of on-site soils from excavation operations.

14. Storm Drain Manhole, Frame, and Cover, Each

Includes all work and materials necessary for the installation of storm drain manholes, frames, and covers. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, compaction, and off-haul and disposal of on-site soils from excavation operations.

15. Storm Drain Catch Basin, Frame, and Grate, Each

Includes all work and materials necessary for the installation of storm drain catch basins, frames, and grates. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, and off-haul and disposal of on-site soils from excavation operations.

16. Storm Drain Overflow Structure, Frame, and Grate, Each

Includes all work and materials necessary for the installation of storm drain overflow structures, frames, and grates. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, compaction, and off-haul and disposal of on-site soils from excavation operations.

17. BID ITEM DELETED

18. 12” SDR 26 PVC, Linear Feet (Final Pay)

Includes all work and materials necessary for the installation of 12” SDR 26 storm drain pipes. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, and off-haul and disposal of on-site soils from excavation operations.

19. Bioretention Facility, Lump Sum

Includes all work and materials necessary for the installation of a bioretention facility per the plans and specifications. Work may include but not be limited to excavation and backfill, construction staking, installation of rock, bioretention soil mix, perforated pipes, cleanouts, and associated fittings, and off-haul and disposal of on-site soils, excavated from bioretention construction operations.

20. Complete Water System, Lump Sum

Includes the modification (including removal, furnishing, and installation) of domestic water and irrigation systems for the purpose of maintaining the existing use of the domestic water and irrigation system, if in conflict with proposed improvements, and the extension of the existing irrigation system to service all proposed plants and lawn, as shown per Plan. This includes new piping, fittings, connections, backfilling, compaction, and pressure testing of new facilities.

21. Complete Lighting and Electrical System, Lump Sum

Includes all work and materials necessary for the installation of 12” SDR 26 storm drainpipes. Work may include but not be limited to sand bedding backfill, Class II aggregate backfill, geotextile for drainage, excavation and backfill, construction staking, and off-haul and disposal of on-site soils from excavation operations. See plans for electrical specifications.

22. 4” Portland Cement Concrete Sidewalk, Square Foot (Final Pay)

Includes all work and materials for removal, preparation, compaction, protection of existing improvements and substructures, forming, furnishing, placement, finishing, curing, concrete joints, protection, cleaning, sweeping, and disposal, as indicated in as indicated in the project plans and specifications.

23. 6” Portland Cement Concrete Sidewalk, Square Foot (Final Pay)

Includes all work and materials for removal, preparation, compaction, protection of existing improvements and substructures, forming, furnishing, placement, finishing, curing, concrete joints, protection, cleaning, sweeping, and disposal, as indicated in as indicated in the project plans and specifications.

24. Hot Mix Asphalt (Type A) for Pickleball Courts, Ton (Final Pay)

Includes all work and materials involved in furnishing and installing Hot Mix Asphalt (Type A) and as specified in the Standard Specifications, Plans, and as directed by the Engineer, including, the furnishing, placement, and compaction of the material.

25. Hot Mix Asphalt (Type A) for Parking Lot, Ton (Final Pay)

Includes all work and materials involved in furnishing and installing Hot Mix Asphalt (Type A) and as specified in the Standard Specifications, Plans, and as directed by the Engineer, including, the furnishing, placement, and compaction of the material.

26. Class II Aggregate Base, Cubic Yard

Includes all work and materials involved in furnishing and installing Class II aggregate base and as specified in the Standard Specifications, Plans, and as directed by the Engineer, including the furnishing, placement, and compaction of the material and the demolition, excavation, off-haul and disposal of existing materials.

27. Court Surfacing, Square Foot (Final Pay)

Includes the furnishing and installation of a durable, textured, color-infused acrylic coating system, including resurfacing base, emulsion primers, paint, and any additional materials necessary to fully coat and color the pickleball court foundation, per plan.

28. Concrete Flat Curb, Linear Foot (Final Pay)

Includes the construction of a reinforced 12” wide by 18” deep concrete curb, per plan.

29. 4' Wide Swing Gate, 8” High (Exterior Gates), Each

Furnish and install 4’ wide swing gates in 8’ high chain link fences, including foundations, per plan.

30. 4' Wide Swing Gate, 6” High (Interior Gates), Each

Furnish and install 4’ wide swing gates in 6’ high chain link fences, including foundations, per plan.

31. Chain Link Fence, 8’ High, Linear Foot (Final Pay)

Furnish and install 8’ high chain link fence, including foundations, posts, and hardware, per plan.

32. Chain Link Fence, 6’ High, Linear Foot (Final Pay)

Furnish and install 6’ high chain link fence, including foundations, posts, and hardware, per plan.

33. BID ITEM DELETED

34. Chain Link Fence, 3’ High, Linear Foot (Final Pay)

Furnish and install 3’ high chain link fence, including foundations, posts, and hardware, per plan.

35. Pickleball Court Net, Posts, and Anchor, Each

Furnish and install pickleball court net, posts, and anchor, including foundations, per plan.

36. Custom Pickleball Court Entry Sign, Each

Furnish and install custom pickleball court entry sign, including mounting hardware, installed onto fence, per plan.

37. BID ITEM DELETED

38. Complete Landscape Improvements, Lump Sum

Includes the furnishing and installation of all plants, weed prevention fabric, and sod installation, per plan, and the watering and maintenance of plants until final project closeout.

39. Landscape 90 Day Maintenance Period, Lump Sum

Includes the maintenance of newly installed landscaping for a 90-day period following final project closeout. Work includes watering, fertilizing, pruning, weeding, replacement of dead or failing plants, repair or adjustment of irrigation systems as needed, and all other tasks required for the establishment of installed plantings.

40. Relocate Existing Electrical, Linear Foot

Includes the possible relocation of existing electrical conduit and all associated components of existing lighting per keynotes 10, 11, 12, and 13 on Sheet E100. Work includes investigating existing underground electrical facilities, confirming depth of existing electrical conduit, and relocating existing electrical conduit closer to pathway as necessary if in conflict with existing utilities. The unit price per linear foot of conduit relocation shall include all associated costs including trenching, excavation, disposal, removal and patching/backfilling of existing surface, adjusting existing underground box to grade, and protecting all existing lighting and electrical feeder to remain.

Bid Alternates

41. Conventionally Reinforced Concrete Slab, Square Foot (Bid Alternate #1) (Final Pay)

Includes the construction of a reinforced concrete slab, per plan.

42. Chain Link Fence, 6’ High, Linear Foot (Bid Alternate #2) (Final Pay)

Furnish and install 6’ high chain link fence, including foundations, posts, and hardware, per plan.

43. Covered Cabana Bench, Each (Bid Alternate #3)

Furnish and install embedded, 8 foot wide, covered, 2-sided backrest Cabana bench, SunTrends Cabana Bench 8 or City-approved equivalent. Includes all mounting hardware, installed per manufacturer’s recommendations.

44. Wind Screen 8’ High, Square Foot (Bid Alternate #4) (Final Pay)

Furnish and install 50% opacity vinyl wind screen onto exterior chain link fence.

45. Wind Screen 6’ High, Square Foot (Bid Alternate #5) (Final Pay)

Furnish and install 50% opacity vinyl wind screen onto exterior chain link fence.

*****END OF SECTION*****

SECTION 01035
MODIFICATION PROCEDURES

1. CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Construction Manager and approved by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

a. By unit prices accepted by the City and stated in the Contract Documents;

b. By unit prices subsequently fixed by agreement between the parties;

c. By an acceptable lump sum proposal from the Contractor; or

d. By Force Account (as described in Paragraph 01035-3.0, Force Account Payment), when directed in writing and administered by the City through its agents or representatives.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be approved by the City in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

2. NEGOTIATED CHANGE ORDERS

Under the methods described in Paragraph 01035-1.0b and 1.0c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or Cityship values acceptable to the Construction Manager as described in Paragraph 01035-3.0, **Force Account Payment;** and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraph 01035-1.0b and 1.0c the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

a. For work by its own organization, the Contractor may add the following percentages:

Direct Labor	25 percent
Materials	15 percent
Equipment (owned or rented)	15 percent

b. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to ten (10) percent of the subcontractor's total for its combined overhead and profit.

c. For all such work done by subtier-subcontractors, such sub- subcontractors may add the same percentages as the Contractor as listed in (a) above to its actual net increase in costs for combined overhead and profit, and the subcontractor may add up to ten (10) percent of the sub-subcontractor's

total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.

d. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance.

The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 01035-3.0, **Force Account Payment**. The Contractor shall not claim for anticipated profits on work that may be omitted.

3. FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

a. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City.

b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

c. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars ($1,000.00).

d. Additional bond.

e. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

A fixed fee not to exceed fifteen (15) percent of the costs of Items a, b, and c above.

To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items d and e above.

For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates for such equipment listed in the California Department of Transportation publication, “Labor Surcharge and Equipment Rental Rate,” which is in effect on the date upon which the work is performed. Owner-operated equipment shall not exceed the rates in the Previously Mentioned Rental Rate publication plus the labor costs as provided in Section 01035-4.1, Direct Labor. The rental cost allowed for equipment will be understood, in all cases, to cover all fuel, lubricants, supplies, consumables, repairs, ownership and incidental costs. No further allowances will be made for these items, unless a specific written agreement to that effect is made.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Construction Manager to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00700-7.3.2.1, Notice.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has

expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

4. UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.05, Changes and Extra Work, of the 2022 State of California, Department of Transportation Standard Specifications, with the following modifications:

a. Delete all references to "Section 9-1.04" and insert "Paragraph 01035-3.0, **FORCE ACCOUNT PAYMENT**".

5. TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Paragraph 01310-6.0, **TIME IMPACT ANALYSES**.

*****END OF SECTION*****

SECTION 01050
FIELD ENGINEERING

1. DATUM

Where applicable, elevation datum for this Project is based on the Project benchmark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

2. LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the bid price for the construction of the improvements the Contractor shall provide and be responsible for the layout of all work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake the work limits.

The Contractor's layout shall be based on existing structures, survey control and benchmarks established by the City.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor, if requested by the Construction Manager. This shall include moving materials and equipment located between monuments and the construction work.

3. POTHOLING

Potholing shall be undertaken as necessary to determine the existing utility elevation where new pipe installation is suspected of conflicting with existing utilities, and to confirm size and material of existing utilities. Prior to new pipe installation, a maximum 1’-1- square hole shall be neatly cut in pavement areas and care not to disturb adjacent soils must be taken. The hole shall be excavated to expose the existing utility and the elevation, size, and material of the pipe shall be determined and provided to the Engineer. Recompact backfill in 2 to 3 inch lifts

to 95% relative density. Replace pavement in kind so that no discontinuity in smooth surface results.

4. PAYMENT

Field Lay Out shall be included in the various bid items and no additional payment shall be allowed therefor.

Potholing shall be included in the various bid items and no additional payment shall be allowed therefor.

*****END OF SECTION*****

SECTION 01060
REGULATORY REQUIREMENTS

1. APPLICABLE CODES-

Per Plans and Specifications.

2. PERMITS, FEES AND LICENSES

All City permits will be paid by the City of Gilroy. Unless specifically stated to be provided by the City, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start-up of any equipment or facility for this Contract. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or fileholder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any non-City permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's bid price.

The Contractor shall apply for and obtain in its name the necessary building, plumbing and electrical permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. The Construction Manager shall be notified in advance of all inspections. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall include in its bid the fees for any non-City permits required.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

2.1 The following permits and certifications are required for construction of the project. Also shown is the permit status and who is responsible for paying the associated fee:

Non-City Permit	Status	Responsible Party for Fee

2.2 Other permits required but not listed shall be the responsibility of the contractor to apply for and pay for.

*****END OF SECTION*****

SECTION 01090
REFERENCES

1. DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the City, Design Consultant, or Construction Manager.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal written acceptance by the City of an entire Contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the bid which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

Agreement - The written document covering the performance of the Work as more fully described in the Contract Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Payment Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Any day including legal holidays, Saturdays and Sundays.

City - A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the City is identified by name in the agreement.

City's Representative - The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The City's Representative is not the Construction Manager, but an employee of the City or other individual who has been designated to represent the City.

Construction Manager - The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Contract Change Order - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents - The words "Contract Documents" shall mean any or all of, the following items, as applicable:

Invitation to Bid
Instructions to Bidders
Bid Documents
Designation of Subcontractors

Bid Guaranty Bond
Agreement
Acknowledgements
Performance Bond
Payment Bond
General Conditions
Maintenance Bond
Supplementary Conditions
Standard Specifications (Caltrans)
Technical Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Notice of Award
Notice to Proceed

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form. Also referred to as Contract Amount or Contract Sum.

Contract Time - Number of calendar days stated in the Contract for the completion of the Work.

Contract Completion Date - The date on which the City accepts the work as being complete.

Contractor - The person or persons, firms, partnership, corporation, or combination thereof, who have entered with the City, as party or parties of the second part of its or their legal representatives.

Contractor's Agents - All employees, agents, suppliers and subcontractors (at all tiers) of the Contractor and any other persons who are directly or indirectly employed by the Contractor or its subcontractors (at all tiers) or for whose acts they may be liable.

Contractor's Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Day(s) - Calendar Day(s) unless otherwise specified.

Direct - Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings - Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Design Consultant, approved by the City, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

Design Consultant - The engineer or architect designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Final Pay Item - Bid item whose quantity shown on the Bid Item List is the quantity paid.

Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

Furnish - To deliver to the job site or other specified location any item, equipment, or material.

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Requirements - Part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Herein - Refers to information presented in the Project Manual.

Holidays - Legal holidays designated by the City or specifically identified in the Contract.

Install - Placing, erecting, or constructing any item, equipment, or material.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and work involved in the Contract.

Liquidated Damages - The amount prescribed in Paragraph 00700-6.5, **Liquidated Damages**, and Paragraph 00810-3.0, **DAMAGES FOR DELAYS**, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the specifications.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed - The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

Paragraph - For references or citation purposes, refers to the paragraph(s), called out by paragraph number and alphanumeric designator.

Person - Includes firms, companies, corporations, partnerships, and joint ventures.

Project - The undertaking to be performed under the provisions of the Contract.

Project Manual - Those Contract Documents which are bound into one or more volumes prior to bidding.

Provide - Furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.

Site - The property as described in the General Conditions or as shown on the Drawings.

Specifications - That part of the Contract Documents consisting of the General Conditions, Supplementary Conditions, General Requirements, applicable State Standard Specifications, and Technical Specifications.

Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

State of California Specifications - The State of California Department of Transportation (Caltrans) Standard Specifications in effect at the time of advertising the Work. Also referred to as State Standard Specifications and Caltrans Standard Specifications, and Standard Specifications.

Subcontractor - A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor means a subcontractor or subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the Project Manual.

Substantial Completion - Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance

with the Contract Documents so the City can occupy or utilize the Work for its intended use.

Sub-subcontractor - A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the Site. The term Sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Will - Actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Working Day - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the Construction Manager toward the completion of the Contract.

2. ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations	Stands For
AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association

AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EP	Encroachment Permit
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute

IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

*****END OF SECTION*****

SECTION 01200
PROJECT MEETINGS

1. PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities. At the discretion of the Construction Manager, meetings may be in person or virtual meetings. Contractor shall be equipped to attend virtual meetings through the following platforms:

- Zoom
- WebEx
- Microsoft Teams

1.1 Attendees

The City, Design Consultant, Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

1.2 Agenda

The Construction Manager will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction.

2. PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the project site or other convenient location at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings are to be determined at the pre-construction conference. Meeting minutes will be taken by the Construction Manager and distributed accordingly. At the discretion of the Construction Manager, meetings may be in person or virtual meetings. Contractor shall be equipped to attend virtual meetings through the three platforms mentioned above.

2.1 Attendees:

The City, Construction Manager, and Contractor shall each be represented at these meetings. Attendance by Subcontractors, Suppliers and other entities is subject to issues and/or items of the agenda which may, or may not, require

attendance.

2.2 Agenda:

Review, correct or approve minutes of the previous progress meeting. Review items of significance that could affect progress. Review/discuss topics as appropriate to the current and future status and/or needs of the project. Review the progress of the work in the preceding week and in the subsequent week, coordinate the work with public agencies or other Contractors as required, and allow the Construction Manager to plan its activities for testing, inspection, etc.

3. CONFERENCES

At any time during progress of the Work, the City and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers.

*****END OF SECTION*****

SECTION 01300
SUBMITTALS

1. SUBMITTALS

Where the Contractor is required by these Specifications to make submittals, they shall be made according to General Requirements Section 01340, **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**.

The Contractor shall provide sufficient number of document for the following items:

Designation of Contractor's Representative
Cost Breakdown
Construction Schedule
Materials List
Substitutions List
Shop Drawings
Material Safety Data Sheets
Operation and Maintenance Manuals
Requests and Notices
Manuals and Instructions
Manufacturer's Affidavits
Affidavits on Patent Fees
Affidavit of Bills Paid
Warranty Data
Irrigation Plan
Water Pollution Prevention Plan
SWPPP
Others as Specified in the Technical Specifications

Where the Contractor is required by these Specifications to submit samples of products, the Contractor shall provide a sufficient number of physical samples to allow three (3) to be retained by the Construction Manager of all structural and architectural products involving color, finish, texture, or the like.

The city will be using Virtual Project Manager (VPM) as the electronic management system for the project. All communication including submittals, RFIs, and transmittals for the project will be conducted through VPM. Contractor shall have a designated person who is proficient in VPM. Licensing for VPM will be provided by the City of Gilroy. For more information, visit the following website: https://www.virtual-pm.com/

2. MATERIALS LIST

Within thirty-five (35) days after the Notice of Award, the Contractor shall submit a List of Materials to the Construction Manager for review. The List shall include all items of equipment and materials for mechanical, piping, architecture, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been or will be placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth in SECTION 01340, **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

3. SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are separately mounted or anchored shall be so designed and installed as to be in conformance to all requirements of the Uniform Building Code - for the edition adopted by the governing jurisdiction, both for vertical and lateral loading. This requirement applies, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, generators, motors, fans, ventilating ducts and equipment, and other similar equipment or facilities. The applicable seismic zone for this project shall be as defined by the Uniform Building Code. All equipment or facilities within these Specifications or on the Drawings shall be designed and anchored to resist seismic forces appropriate for this seismic zone. Anchorage or restraints shall be so designed as to resist the code required forces acting in any direction. The design of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or supplier. The Contractor, working closely with the manufacturer or supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, or angles and similar items.

*****END OF SECTION*****

SECTION 01310
PROJECT SCHEDULE

1. GENERAL

The base schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

The Contractor shall submit the schedule based on the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

a. The start and completion dates of all work items.

b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

c. Progress milestone events or other significant stages of completion.

d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than 10 workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

The Construction Manager shall review the Base Schedule and provide any comments, its favorable review of the schedule, or request a meeting to review the schedule with the Contractor within fifteen (15) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within ten (10) days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the reasons for the change. Neither the Contractor nor the City shall own the “float”. To the

extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

2. REPORTS

The following reports shall be submitted with the Base Schedule:

a. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.

CPM network report sorted by total float.
CPM network report sorted by early start.

3. WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary Conditions, Paragraph 00810-4.0, **WEATHER DAYS**, shall be included in a separate identifiable critical activity labeled "Weather Days Allowance" to be included at the end of the project schedule. When weather days are experienced, and are approved as such by the Construction Manager, the Contractor shall either:

a. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the project shall be

considered as float and shall not be for the exclusive use or benefit of either the City or Contractor.

4. UPDATES

4.1 Submittal Period

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period.

The City will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule or schedule update conforming to the requirements of this section, as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

4.1.1 **All Monthly Updates** - All monthly updates shall include as a minimum:

a. Tabulation reports for the following sorts:

1. I-J [or Activity] Numbers
2. Total Float
3. Early Start
4. Logic report of proceeding and succeeding activities with all restraints indicated (precedence schedules only)

b. Narrative Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule, including I-J (or Activity) numbers and activity descriptions, shall be listed.

The Contractor shall submit a narrative report with each monthly update which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

4.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than seven (7) working days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the Construction Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

5. TIME IMPACT ANALYSES

5.1 When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current schedule completion date prepared at Contractor's cost.

a. Each Time Impact Analysis shall include an analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule.
b. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities.

6. WEEKLY ACTIVITIES PLAN

On the last working day of every week or one business day prior to the weekly progress meeting, the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity's I-J or Activity number as provided in the Construction Schedule.

*****END OF SECTION*****

SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit at its own expense submittals and details of equipment, material, and other appurtenances as required in technical specifications.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

2. TRANSMITTAL PROCEDURES

2.1 <u>Virtual Project Manager (VPM)</u>

A. Submittal Procedure
   a. The Contractor shall utilize the agency’s online cloud-based project management system (Virtual Project Manager) for submittals.

B. Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel involved with the project at any time using the internet.

C. The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.

D. In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the agency.

E. The contractor shall use the following features:

1. Daily Logs: Contractor's daily reports shall be entered electronically via VPM.
2. Change Order Manager: Contractor requests for change order shall be submitted electronically via VPM.
3. Transmittals: Schedules, Pay applications, etc. shall be submitted electronically via VPM.
4. Submittals: Submittals requiring approval shall be submitted electronically via VPM.
5. RFIs: Requests for information (RFIs) shall be submitted electronically via VPM.

2.2 **Transmittal Form**

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXXXX.YYY"; where "XXXXX" is the specification section number assigned by and "YYY" is sequential item number within a given submittal. Resubmittals shall have the following format: "XXXXX-YYYA"; where "XXXXX.YYY" is the originally assigned submittal number and "A" is a sequential letter assigned for resubmittals, e.g., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 01340.025B, for example, is the second resubmittal of submittal 25, under specification section 01340.

2.3 Deviations From The Contract

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

2.4 Submittal Completeness

The Contractor shall check all submittals before submitting them to the Construction Manager and shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data. The City reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

2.5 Submittal Period

All submittals shall be completed within ten (10) days after Notice to Proceed by the City, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.

3. REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and returned within ten (10) working days after receipt. Review of submittals by the Design Consultant has as its primary objective the completion for the City of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

A. **NO EXCEPTIONS TAKEN (RESUBMITTAL NOT REQUIRED) -** Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.

B. SUPPLY AS NOTED **(RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.

C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.

D. REJECTED **(RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review." Items C and D above (correction and resubmittal required) are considered "unfavorable review."

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

4. EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

The Design Consultant's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a change order to the Contract requirements.

The favorable review of all submittals by the Design Consultant shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the Design Consultant shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review by the Design Consultant will not constitute acceptance by the Design Consultant of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

SECTION 01400
QUALITY CONTROL

1. QUALITY CONTROL

All materials and equipment shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions at Contractor's cost (except for errors and omissions for which the City is responsible) which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents. As to errors and supply omissions for which the City is responsible, the Construction Manager shall obtain City's approval prior to incurring extra cost.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 15 days prior to the shipment of materials and equipment to be tested and inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The adopted QAP can be found at the following link: https://www.cityofgilroy.org/DocumentCenter/View/12354

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP. Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

2. INSPECTION

All work and materials are subject to the inspection of the Construction Manager.

The Contractor shall notify the Construction Manager two (2) working days prior to the date of the requested inspection. If the Specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice, in writing, of its readiness for inspection. Unless otherwise determined by the Construction Manager, all inspections shall be done only in the presence of the Construction Manager or its authorized representatives. The City, Construction Manager, Design Consultant and authorized government agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefor has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner whatsoever without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require that such work be uncovered for examination; defective work, if any, corrected; and recovered *all* at the Contractor's expense.

3. SAMPLES AND TESTS

At the option of the Construction Manager, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of materials to be used in the Work in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

Certificates of compliance shall be provided by the Contractor as required in the Technical Specifications.

3.1 Sampling

The Contractor shall furnish such samples of materials as are requested by the Construction Manager, without charge. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Testing Firm in the presence and with the assistance of the Contractor.

3.2 Testing

Unless otherwise provided, all testing for asphalt concrete, concrete, base materials, water, and soils shall be at the Contractor's expense and shall be performed by the Contractor's designated representative. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the Construction Manager, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

3.3 Test Standards

All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

2. TEMPORARY UTILITIES

2.1 Electrical Service

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

2.2 Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

2.3 Temporary Lighting

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided, however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

2.4 Heating and Ventilation

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers.

Unvented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

2.5 **Sanitary Conveniences**

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

3. CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

3.1 **Staging and Falsework**

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the City's Representative, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with Section 00700-4.12, **Safety**.

3.2 **Temporary Enclosures**

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

3.3 Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

3.4 Above Grade Protection

On multi-level structures, the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of Title 8, California Code of Regulations.

3.5 Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire Prevention Bureau; and all work shall be governed by the Health & Safety Code and any amendments or existing Articles of the National Board of Fire Underwriters Fire Prevention Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

4. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible.

The Contractor shall give reasonable notice to occupants or City of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

5. PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.

5.1 Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations.

5.2 Temporary Fences

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

6. ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7. SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

7.1 **Dust Control**

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the City's Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.2 All sound control requirements shall conform to Section 14-8 Noise and Vibration of the Standard Specifications.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.3 **Noise Abatement**

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a

muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.4 Working Hours

Working hours shall be only between the hours of seven-thirty (7:30) A.M. and four-thirty (4:30) P.M. Monday through Friday. Construction activities shall not occur on Saturdays, Sundays, or City holidays, which include New Year's Day, Martin Luther King, Jr. Day, President's Day, Farmworker's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. "Construction Activities" are defined as including but not limited to, excavation, grading, paving, demolitions, construction, alteration or repair of any building, site, street or highway, delivery or removal of construction material to a site, or movement of construction materials on a site. Deviations from these working hours are subject to City Engineer approval.

Construction within five blocks of any school or that will impact any major route to any school (as determined by the Engineer) shall not begin before 9:00 a.m. and shall be completed for the day no later than 2:00 p.m. while schools are in session. The Contractor shall be responsible to coordinate with the Gilroy Unified School District and each school that is impacted by the project.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

On a case-by-case basis, the Contractor can request permission for emergency construction work outside the normal working hours defined above.

7.6 Drainage Control

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to ensure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7.7 Construction Cleaning

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, temporary paint and marking, rubbish, and waste materials resulting from its operations.

Construction cleaning shall be coordinated with the scheduled events described in Section 2.0, Work Sequence and Constraints.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7.8 Disposal of Material

The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the City on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is

disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

All contractors doing business with the City of Gilroy are required to utilize the City's exclusive franchised contractor (**Recology, 1351 Pacheco Pass Highway, Gilroy, CA, phone (408) 842-3358)** for solid waste services, except for services for source-separated recyclables materials that will not enter a landfill facility.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.9 Parking and Storage Areas

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage is the responsibility of the contractor and must be approved by the City's Representative. All parking and storage areas must be approved by the City.

The Contractor shall not base the bid on storing equipment or materials within the road right-of-way. Approval for any staging location is required prior to start of work. If the Contractor is authorized to use any portion of a street or parking lot or other location on City property for their operations, they shall repair the area as required by the engineer and fog seal and restripe to the limits required by the Engineer at no additional cost to the City.

8. TRAFFIC REGULATION

8.1 General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without prior approval from the City and the property owner. Access must be restored during all non-working hours.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and any affected agency. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies.

The Contractor shall not block or obstruct fire lanes at any time.

Payment for compliance with this section is deemed to be included in the traffic control bid item.

8.2 Haul Routes

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s). Contractor shall use the City designated truck routes as much as possible. The City designated truck routes can be found at the following website: https://www.cityofgilroy.org/244/Encroachment-and-Transportation-Permits

8.3 Traffic Control

Traffic control shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD). The Contractor shall submit for approval, by the City and any other applicable agency, its traffic control plans prior to work on public streets.

Traffic Control Plans shall be site-specific for each street included in the project. The Traffic Control Plans shall be prepared by a licensed California Professional Engineer with experience in traffic control for approval to the City Engineer or Representative a minimum of ten (10) working days prior to any work within an existing public street. Contractor shall provide all necessary traffic control in accordance with the latest edition of the California MUTCD while working within the public right-of-way. Two traffic lanes (10' min.) (one in each direction) shall be open to vehicular traffic during all hours, weekends, and holidays. One lane, two-way traffic control may be permitted under the control of not less than 2 (two) competent flagmen during construction operations upon City Engineer (or City Engineer designee's) approval. Lane closures, street closures and detours shall only take place upon City Engineer (or City Engineer designee's) approval.

The City Engineer shall be notified of any closure date and its duration at least five (5) working days in advance of closure. Contractor shall

provide sufficient access for emergency vehicles through the project site at all times.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the City's Representative may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense.

The Contractor shall submit a Temporary Pedestrian Access Route plan for review and approval by the Engineer per section 12-4.04. Contractor shall provide a minimum of one direction of travel for pedestrians at all times. At four-legged intersections, the contractor may only close two curb ramps at one time. In no event shall the pedestrian detour route be longer than 1200 feet.

After the City has applied and obtained the Encroachment Permit, the contractor must apply and obtain the double permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits. The Contractor shall submit signed copies of all Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

Payment for compliance with this section is deemed to be included in the traffic control bid item.

9. PROJECT SIGN

Not Used

10. PROJECT OFFICE

The Contractor shall maintain project copies of the Contract Documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the City and City's Representative during normal working hours.

11. PUBLIC NOTIFICATION

Prior to Start of Project

As determined by the City designee/construction manager, all residents and businesses affected by the project shall be provided notice, in writing in the form of a doorknob hanger. At a minimum, all properties within 500 feet of the project limits shall be notified. Notifications shall also be provided to residents and businesses that are located on streets that will experience road closures due to the project. Written notice to residents and businesses shall inform them of the scope of the project, all streets to receive work shown on an 8 ½" x 11" map handout, and the day(s) and date(s) work will be done on each sheet. Written notice shall be reviewed and approved by the Construction Manager prior to being sent.

The Contractor shall deliver two (2) notices. The first notice shall be given to the public at least two weeks prior to any construction. Where apartment complexes and office complexes are affected by the work, the Contractor shall also deliver notices to each tenant. Posting notices on a common mailbox will not be considered acceptable notification.

The Contractor shall deliver a second written notice to the public 72 hours prior to starting work on their street. Such notices shall at minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, the times of any restricted driveway access, the Contractor's Representative name and phone number, and any other information requested by the Engineer.

The Contractor's Representative shall deliver notices to the Engineer 48 hours prior to posting, for Engineer's review. The Engineer shall approve all notices for content prior to actual delivery. When required by the Engineer, the text of such notices shall be printed in English with the reverse side in Spanish.

The Contractor shall make all necessary arrangements prior to start of work on a street. A minimum of 72 hours advance notice must be provided to the following:

1.	City Engineering Division	(408) 846-0223
2.	City Police Department	(408) 846-0350
3.	City Fire Department	(408) 846-0379
4.	United States Post Office	(408) 842-1354
5.	Recology (Waste Collection)	(408) 842-3358
6.	VTA (Gilroy Area Transit)	(408) 321-2300
7.	St. Louise Hospital	(408) 848-2000
8.	Gilroy Unified School District	(669) 205-4095

12. PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

A. "NO PARKING" signs posted by the Contractor shall be of heavy card stock and be a minimum dimension of 12" x 18". Background color shall be white and letters shall be printed in red water-resistant ink except that day, date, time of restriction and date posted may be printed in blue or black water-resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed below the above-mentioned wording in characters of not less than 1.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three or four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign and shall not be comprised of a range of dates that include weekends or holidays. Each sign shall list the name and local phone number of the Contractor's Representative in letters of not less than 0.75 inch in height; the Contractor shall staff such phone lines to answer all phone inquiries by the public between the hours of 7 a.m. and 6 p.m. on working days.

If the schedule changes the Contractor shall immediately remove or modify incorrect signage to indicate the correct day and date of operation to be performed. Reposting of "No Parking" restrictions shall be no less than 72 hours before restriction becoming effective.

B. Signs shall be mounted such that the wording "NO PARKING" is at an elevation at least three feet and not more than seven feet above the adjacent street or gutter flowline. Signs may be tied with string to trees and utility poles, taped to existing sign poles, or mounted to stakes, barricades or delineators provided by the Contractor.

C. The signs shall be placed as needed to control the parking of cars within the construction zone; and in no case shall they be placed at intervals in excess of 30 feet apart along each side of the roadway where there are no driveways. Where streets exist with numerous driveways, signs shall be placed between each driveway but in no case more than 30 feet apart. Sign placement shall be approved by the Engineer.

D. Signs shall be posted and maintained by the Contractor for a minimum period of 72 hours prior to the restrictions becoming effective and may be modified to 96 hours as required by the Engineer. Streets which have time restricted parking shall be posted and maintained for 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all missing, damaged or defective signs. Signs shall be checked daily. Upon completion of the work, all signs, stakes, and barricades or delineators shall be promptly and completely removed and disposed by the Contractor.

E. The contractor is required to complete all work on the day the posting is designated for. If the contractor does not complete work on the designated day on a posted street the contractor is required to immediately post Work Canceled signs over the No Parking signs, shall notify all residents on the affected street that the work has been canceled and why it has been canceled and approximately when it will be rescheduled. Once rescheduled, the Contractor shall notice and post as required by these specifications. Additional documentation will be required by the Engineer to confirm work is being completed on time.

F. For removal of parked vehicles, the Contractor's Representative shall coordinate with the City Inspector and the Police Department at (408-846-0350) not less than two hours prior to the needed removal time with the address nearest the parked vehicle, make, model, color, and license number. The Police Department shall coordinate all vehicle removals. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

G. If a vehicle owner successfully contests a towing citation in court, and his or her citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

H. The Contractor's Representative shall notify the City Inspector and Police Department in writing, with a map and time and date of posting, upon posting of the parking restrictions for a particular street.

I. To verify the posting of "NO PARKING" signs have been completed accurately, photographic evidence must be submitted to 72hour@cityofgilroy.org 72 hours prior to the date and time of parking restrictions.

*****END OF SECTION*****

SECTION 01600
MATERIAL AND EQUIPMENT

1. STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces, and covered when directed.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed therefor. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the Construction Manager.

Payment for compliance with this section is deemed to be included in the mobilization bid item.

2. HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets, shall be submitted to the Construction Manager prior to the delivery of materials to the project.

Payment for compliance with this section is deemed to be included in the mobilization bid item.

3. MATERIAL AND EQUIPMENT SUBSTITUTIONS

3.1 General

Whenever products, materials or equipment are indicated in the Contract

Documents by using the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, products, materials or equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Construction Manager to determine that the products, material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type , function, and quality of any such substitute product, material, or equipment shall be upon the Contractor.

2. The Construction Manager will be the sole judge as to the type, function, and quality of any such substitute and the Construction Manager's decision shall be final.

3. The Construction Manager may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

4. The City may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

5. Acceptance by the Construction Manager of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute.

6. The Contractor shall be responsible for resultant changes including design and construction changes and all additional costs resulting from the changes which the accepted substitution requires in the Contractor's Work, the Work of its Subcontractors and of other contractors, and shall effect such changes without cost to the City.

3.2 **Procedures**

The procedure for review by the Construction Manager will include the following:

1. If the Contractor wishes to provide a substitute item, the Contractor shall make written application to the Construction Manager on the

"Substitution Request Form".

2. Unless otherwise provided by law or authorized in writing by the Construction Manager, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the Contract.

3. Wherever a proposed substitute item has not been submitted within said 35-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the Construction Manager, the Contractor shall provide the product, material, or equipment indicated in the Contract Documents.

4. The Contractor shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.

5. The Construction Manager will evaluate each proposed substitute within a reasonable period of time.

6. As applicable, no shop drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Construction Manager's prior written acceptance of the Contractor's "Substitution Request Form".

7. The Construction Manager will record the time required by the Construction Manager in evaluating substitutions proposed by the Contractor and in making changes by the Contractor in the Contract Documents occasioned thereby. Whether or not the Construction Manager accepts a proposed substitute, the Contractor shall reimburse the City for the charges of the Construction Manager for evaluating each proposed substitute.

3.3 **Required Statements and Information**

The Contractor's application using the "Substitution Request Forms" shall contain the following statements and information which shall be considered by the Construction Manager in evaluating the proposed substitution:

1. The evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of substantial completion on time.

2. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.

3. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

4. All variations of the proposed substitute from the items originally specified will be identified.

5. Available maintenance, repair, and replacement service will be indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.

6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

3.4 **SUBSTITUTION REQUEST FORM**

To:

Project:
Specified Item: Section _____ Page _____ Item Number _____ Paragraph _____
Description:

The undersigned requests consideration of the following:
Proposed Situation: (put N/A where not appropriate)

Manufacturer:_____ Color:_____

Model Number:_____ Material:_____
Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified. Attached data also includes description of changes to Contract Documents which the proposed substitution requires for proper installation.
Submitted by:

Signature:_____ Title:_____

License Category:_____ License Number:_____

Firm:_____ Phone Number:_____

Address:_____

Telephone:_____ Fax:_____

***CITY ACTION:**
C Accepted
C Accepted as Noted
C Not Accepted
C Received too Late

By:_____ Date:_____
Remarks:

*****END OF SECTION*****

SECTION 01660
SYSTEM TESTING

The Contractor shall test the facilities or systems as specified in the Technical Specifications. The Contractor shall provide all other necessary facilities for conducting the tests, including but not limited to, personnel, power, water equipment, and chemicals. The Contractor shall provide a minimum of 24 hours' notice to the Construction Manager of its readiness and intent prior to each test.

*****END OF SECTION*****

SECTION 01700
CONTRACT CLOSEOUT

1. OPERATION AND MAINTENANCE

Prior to the delivery and installation of any item of machinery or equipment the Contractor shall submit the Operation and Maintenance Manual. The manual will be reviewed by the Construction Manager for general content, and the Construction Manager will advise the Contractor within five days of receipt if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. No equipment or machinery shall be delivered or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals must be submitted and favorably reviewed prior to final acceptance.

All manuals shall be bound and marked to indicate the specific equipment furnished for this project and shall include:

a. Start-up instructions
b. Assembly and disassembly instructions
c. Trouble shooting instructions
d. Lubrication instructions
e. Maintenance and reinstallation instructions
f. Parts identification
g. List of spare parts recommended to have on hand
h. Operator safety
i. Installation drawings

In addition, all operation and maintenance manuals for electrical equipment shall include:

a. Equipment ratings
b. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

a. Alternate specified operating modes
b. Normal shutdown instructions
c. Long term shutdown instructions

2. EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and City but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

3. FINAL CLEANING

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

4. RECORD DRAWINGS

The Contractor shall keep at the Site a copy of the plans and specifications, including addenda and change orders, to which the Design Consultant, Construction Manager, and City's Representative shall have access at all times.

The Contractor shall maintain one (1) set of specifications and full size prints and mark thereon any deviation from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. The Contractor shall submit the record drawings in good condition to the Construction Manager upon completion of the Work as a condition of acceptance of the Work. Marked prints shall be updated at least weekly and shall be available to the City and its representatives for review. The City may withhold partial payments if it does not find the record drawings to be satisfactory or if the record drawings are not kept, maintained or delivered as required by this Paragraph 01700-4.0 Record Drawings.

5. WARRANTY

The Contractor hereby agrees to make, at its own expense, all repairs or replacements (as directed by City at City's option) necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the project or the Substantial Completion date whichever is later or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or

manufacturers of packaged equipment components. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City, the Construction Manager, and their officers, directors, agents and employees against and from all liabilities, claims, costs, expenses, losses and damages, including without limitation actual attorneys' fees and legal costs, arising in connection with any defects or Contractor's failure to repair or replace defects as required by this Paragraph 01700-5.0, Warranty.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work, and any portion of the Work possessed in accordance with Paragraph 00700-3.5, **City's Right to Use or Occupy**. The Warranty Form shall be submitted prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

Prior to the expiration of the Warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The City and the Contractor agree that warranty on the parts of the work possessed and used by the City in accordance with Paragraph 00700-3.5, **"City's Right to Use or Occupy,"** shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further

agree that such possession, and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Contractor's warranty obligations under the Contract Documents are in addition to and not in lieu of all other rights and remedies that City has under the Contract Documents and applicable law. Nothing contained in this Paragraph 01700-5.0, Warranty, shall be construed to establish a period of limitations with respect to any obligations which the Contractor might have under the Contract Documents or applicable laws including without limitation its obligations under Paragraph 01700-5.0, Warranty. Establishment of the time period of one (1) year, as described in this Paragraph 01700-5.0, Warranty, relates only to these specific obligations of the Contractor to correct the Work if a defect becomes apparent during the warranty period, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

WARRANTY FORM

Warranty For

_____ (Location)

We hereby guarantee the Las Animas Park Pickleball Courts Project (Project _____ that we have constructed for a period of one (1) year from _____ the date of acceptance of the work/substantial completion by the City of Gilroy

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the (City of Gilroy) to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed:

Title:

Date:

*****END OF SECTION*****

SECTION 02140
DEWATERING

PART 1 – GENERAL

It is assumed that the project will not require dewatering. If required, see below.

1.1 THE REQUIREMENT

A. The Contractor shall provide all labor, materials, and equipment necessary to dewater trench and structure excavations, in accordance with the requirements of the Contract Documents. The Contractor shall secure all necessary permits to complete the requirements of this Section of the Specifications.

1.2 CONTRACT SUBMITTALS

A. Prior to commencement of excavation, the Contractor shall submit a detailed plan and operation schedule for dewatering of excavations. The Contractor may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times, The Contractor's dewatering plan is subject to review by the Construction Manager.

1.3 QUALITY CONTROL

A. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.

B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor.

C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement which may develop. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Dewatering, where required, may include the use of well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment shall be maintained on the jobsite.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. The Contractor shall provide all equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.

B. Dewatering for structures and pipelines shall commence no later than when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.

C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.

D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.

E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the City.

F. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

G. Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.

H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or other means used to prevent pumping of fine sands or silts from the substance. A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.

I. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property and in conformance with all applicable rules, regulations, and permits. Contractor shall be responsible for obtaining any permits and performing any testing that may be necessary to dispose of water. No water shall be drained into Work built or under construction without prior consent of the Construction Manager. Water shall be filtered using an approved method to remove sand and fine-sized soil particles before disposal. Discharge of this water back into the creek will not be allowed.

J. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

K. Dewatering of trenches and other excavations shall be considered as incidental to the construction of the Work and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.

*****END OF SECTION*****

TECHNICAL SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

The work embraced herein must conform to the provisions in the 2025 Standard Specifications and the 2025 Standard Plans of the California Department of Transportation insofar as the same may apply, and these special provisions. These special provisions incorporate by reference the City of Gilroy Standard Details and the City of Gilroy Standard Specifications.

In case of conflict, the Project Plans take precedence over the Technical Specifications, which take precedence over the Reference Specifications, which take precedence over the Reference Standard Plans.

Whenever the following terms occur in the Caltrans Standard Plans and Caltrans Specifications, the meaning shall be interpreted as follows:

State of California - The City of Gilroy

Department of Transportation - The Engineering Division of the City of Gilroy

Division of Highways - The Engineering Division of the City of Gilroy

Director - The City Engineer of the City of Gilroy

Engineer - The City Engineer of the City of Gilroy, acting, either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

END OF SECTION

SECTION 01 57 23

TEMPORARY WATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Work in this section includes furnishing all labor, equipment and materials necessary for the implementation of temporary Water Pollution Controls, including implementation, monitoring, and maintenance of Best Management Practices (BMPs).

B. The anticipated area of disturbance for this project is less than one acre. If the area of disturbance will exceed one acre, the OWNER must obtain coverage under the State's Construction General Permit. The CONTRACTOR shall notify the ENGINEER in the event he anticipates the area of disturbance will exceed one acre. The CONTRACTOR shall not disturb more than one acre on the site, including staging, material lay-down, and equipment storage areas, if the OWNER has not gained coverage under the Permit

C. Principal items of work include:

1. Training employees and subcontractors in stormwater Best Management Practices (BMPs)
2. Stormwater site inspections
3. Reporting and recordkeeping
4. Implementing and maintaining BMPs and removing BMPs when no longer needed.
5. Non-stormwater management and good housekeeping practices
6. Final site cleanup

1.2 REFERENCES

A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2025 edition

B. Standard Plans, State of California, Department of Transportation (Caltrans), 2025 edition

C. Construction Site Best Management Practices Manual (BMP Manual), State of California, Department of Transportation (Caltrans), 2024 edition

1.3 QUALITY ASSURANCE

A. CONTRACTOR's Water Pollution Control Manager (WPCM) is responsible for overseeing the implementation of Temporary Water Pollution Control (WPC) work on a day-to-day basis. The WPCM shall be an employee of the Contractor and shall be on site regularly.

B. The WPCM shall educate, direct and enforce compliance with WPC requirements by all employees and subcontractors.

C. All contractor employees, subcontractors, and heavy equipment operators shall attend a pre-construction WPC training session conducted by the Contractor's WPCM.

1.4 GENERAL PERFORMANCE REQUIREMENTS

A. All storm water and non-storm water discharges shall be in compliance with all applicable federal, state, and local requirements.

B. This Section outlines the contract minimum requirements, and does not relieve the Contractor of his responsibilities for protection of water quality in accordance with all federal, state, and local requirements.

C. Additional BMPs shall be required if the BMPs which are utilized are not adequately protecting water quality.

D. The Contractor shall update the Water Pollution Control Drawings to indicate current operations, equipment used, sequence of work, and other aspects of the project.

E. Contractor is responsible for the performance of subcontractors. Contractor's WPCM shall inspect and monitor all subcontractors' work and storage areas for compliance with this Section.

1.5 FINES AND PENALTIES

A. Contractor shall pay any fines and be liable for any other penalties that may be imposed by any federal, state, or local regulatory agency for non-compliance with any water quality requirement during the course of work.

B. Contractor is responsible for implementing any and all BMP corrective measures, at his own expense, as may be directed by the regulatory agencies.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Provide all temporary and permanent water pollution control measures, equipment and materials as required by this Section and the Construction Drawings.

B. Materials shall conform to the Caltrans Standard Specifications and Caltrans Standard Plans including Standard Specifications sections:

1. 13-4 Job Site Management
2. 13-5 Temporary Soil Stabilization
3. 13-6 Temporary Sediment Control
4. 13-7 Temporary Tracking Control
5. 13-8 Temporary Active Treatment System
6. 13-9 Temporary Concrete Washouts
7. 13-10 Temporary Linear Sediment Barriers
8. 14-9 Air Quality
9. 14-10 Solid Waste Disposal and Recycling
10. 14-11 Hazardous Waste and Contamination

2.2 SUBMITTALS

A. Provide documentation for WPCM, employee and subcontractor training, including pre-construction WPC training.

PART 3 – EXECUTION

3.1 MONITORING, INSPECTIONS AND REPORTING

A. Monitor the National Weather Service (NWS) forecast on a daily basis during the rainy season.

B. Conduct inspections:

1. Within 72 hours prior to predicted rain events to ensure that the site is prepared for the rain event
2. Within 48 hours after a rain event to evaluate BMP performance and identify corrective actions
3. Conduct daily inspections of adjoining public roadways, material storage areas, and vehicle and equipment areas.

C. Implement identified corrective actions within 72 hours, unless a later date is authorized.

D. Notify the OWNER of any site visits by or correspondence received from any federal, state, or local agency, which are related to activities under this Section.

3.2 BEST MANAGEMENT PRACTICES

A. Implement Best Management Practices as required by Sections 13 and 14 of the Caltrans Standard Specifications.

B. Work shall comply with the following Caltrans Standard Specifications Sections, as applicable:

1. 13-4 Job Site Management
2. 13-5 Temporary Soil Stabilization
3. 13-6 Temporary Sediment Control
4. 13-7 Temporary Tracking Control
5. 13-8 Temporary Active Treatment System
6. 13-9 Temporary Concrete Washouts
7. 13-10 Temporary Linear Sediment Barriers
8. 14-9 Air Quality
9. 14-10 Solid Waste Disposal and Recycling
10. 14-11 Hazardous Waste and Contamination

C. Best Management Practices shall be implemented concurrent with the commencement of construction, shall be maintained throughout construction, and shall be removed when no longer required, when approved by the ENGINEER.

3.3 COMPLETION OF WORK

A. Final site cleanup and stabilization shall be considered complete when all of the following have been achieved:

1. The site will not pose any additional sediment discharge risk than it did prior to the commencement of construction activity;
2. There is no potential for construction-related storm water pollutants to be discharged into site runoff;

3. Final stabilization has been reached;
4. Construction materials and wastes have been disposed of properly;
5. Post-construction storm water management measures have been installed;
6. All construction-related equipment, materials and any temporary BMPs no longer needed are removed from the site.

END OF SECTION

SECTION 11 68 23

PICKLEBALL NET TENSION SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Work in this section includes the installation of pickleball court nets, net posts and associated equipment and concrete footings as described herein and as shown on the Drawings, including all labor and incidentals.

B. Related Work:
   1. Site Concrete
   2. Court Paving

1.3 SUBMITTALS

A. Submit complete product information, including color of net and posts, to the Architect for approval, prior to purchase.

PART 2 - MATERIALS

2.1 PICKLEBALL NET SYSTEM

A. Acceptable Pickleball Net system, complete, including net posts with ground sleeve, or equal as approved by the Architect:
   1. Edwards Pickleball Net (22 ft), from Fraser Edwards Company of San Francisco, California, (800) 772-4078 or approved equal.

B. Net posts: Shall be eleven (11) gauge galvanized steel having an outside diameter of not less than two and seven-eighths (2-7/8) inches and shall be equipped with internal, self-locking, worm gear tensioning systems. Posts and sleeves shall be located where indicated on the drawings or details. Post shall be set plumb and true so as to support the net at a height of thirty-six (36) inches above the court surface at each post.
   1. Acceptable product: Edwards Pickleball Posts with Internal Winder, green color, with sleeves, or approved equal.

C. Pickleball nets: Shall be a polypropylene netting system at three (3) mm black braided thickness. The headband shall be double-stitched white vinyl with an internal cable system designed for a twenty-two (22) foot span. The cable shall be galvanized steel, PVC coated, with looped ends and clamps suitable for pickleball net tensioning applications.
   1. Each net shall be provided with a two (2) inch wide white nylon center strap with adjustable swivel hook to maintain a thirty-four (34) inch height at center of net.

D. Tensioning System (Reel) Tensioning system shall be internal to the post, consisting of a self-locking worm gear mechanism. External reels shall not be permitted. Crank for winding shall be removable and constructed of durable metal.
   1. Acceptable product: Internal winding mechanism integral to Edwards pickleball post system or approved equal.

E. Center Anchor Strap: Acceptable product: Edwards Center Strap Anchor as manufactured by Fraser Edwards Company, or approved equal.

2.2 POST FOUNDATIONS

A. Post foundations shall not be less than fifteen (15) inches in diameter at the top, not less than twenty-four (24) inches in diameter at the bottom, and not less than thirty-six (36) inches deep, unless otherwise recommended by the Geotechnical Engineer. Posts shall be set at twenty-two (22) feet on center

1. Concrete for the foundations shall be mixed in ratios of six (6) standard ninety-four (94) pound sacks of cement per cubic yard of concrete, with one (1) sack of cement of not more than six (6) gallons of water (US measure). The compressive strength of the concrete shall be not less than three thousand five hundred (3500) pounds per square inch at the thirty (30) day period after pouring. Foundations shall be so poured and the posts set so as not to cause any cracking or other damage to the finished court surface.

PART 3 - EXECUTION

3.1 POSTS AND SLEEVES

A. Posts and sleeves shall be located where indicated on the Drawings. Post shall be set plumb and true so as to support the net at a height of thirty-six (36) inches above the court surface at each post.

B. Posts shall be set in sleeves (minimum twenty-four (24) inches in length) provided with the net post system. Sleeves shall be embedded in concrete footings as shown on the Drawings. Posts, when set into the sleeves, shall bear on a through-bolt or support pin within the sleeve at approximately eighteen (18) inches below finished grade.

3.2 CENTER STRAP ANCHORS

A. Center strap anchors shall be positioned at the centerline of each pickleball court, as shown on the Drawings and details, and set in concrete footings as indicated. One (1) anchor shall be installed per pickleball court.

B. Anchors for the pickleball net center strap tie-down shall be Edwards Center Strap Anchor as manufactured by Fraser Edwards Company or approved equal. Anchor shall be galvanized steel with an integral eye, loop, or pin designed to receive the center strap hook. Anchor shall be installed per manufacturer's recommendations, set plumb and true, and finished flush with the adjacent court surface. Anchor shall be embedded in a concrete footing as shown on the Drawings.

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Work in this section includes surveying and engineering services required for the execution of work.

B. Work to be performed by the Contractor shall include establishing line and grade for all improvements (including but not limited to concrete, asphalt concrete paving, utilities, storm catch basins, bioretention areas, sports courts, site furnishings, structures, gates, fences, etc.).

C. Contractor shall verify benchmark and existing utility elevations, establish elevations, control lines and grades for all construction, paving work, and aggregate base conform and shoulder work, as necessary.

D. The Contractor shall verify benchmark, establish elevations, control lines and grades for excavation work, paving, sidewalk, gutter, and conform work.

E. Any additional new staking or re-staking, as deemed necessary by the City or Engineer to perform Contract work, will be performed at the expense of the Contractor, including cost of providing new stakes.

F. The Contractor is responsible to verify grades of all new concrete and asphalt concrete work, and to provide adequate flow in the flowline, regardless of the City providing new elevations or not. If the Contractor determines that the section of concrete or asphalt concrete being replaced is insufficient to correct drainage issues, they must bring it to the City Inspector's attention immediately.

G. CONTRACTOR must:

1. Provide SURVEYOR to perform construction staking as outlined herein.
2. Locate utilities by an appropriate combination of potholing and electronic detection.
3. Verify horizontal and vertical locations of all utility crossings and points of connection.
4. Verify horizontal and vertical elevations of existing improvements at match points.
5. Provide any engineering calculations and/or plans required for execution of CONTRACTOR'S construction methods.

H. Principal items of work include:

1. Field location of existing on-site utility lines and improvements required for the execution of the work under this contract.
2. Surveying and construction staking work required for the execution of the work under this contract.
3. Civil, structural, or other professional engineering services required to execute Contractor's construction methods.

1.02 EXISTING DATA

A. Review and verify the existing horizontal and vertical controls within two (2) weeks of Notice to Proceed, and prior to the start of work.

B. Review all record documents provided by the OWNER within two (2) weeks of Notice to Proceed, and prior to the start of work.

C. Site data given herein and on the Drawings are as exact as could be secured, but their absolute accuracy cannot be guaranteed. Exact locations, distances, elevations, etc., shall finally be governed by field conditions and the ENGINEER'S instructions.

D. In the event there is any conflict between actual conditions and the Drawings, notify the ENGINEER immediately and do not proceed with the work until directed by the ENGINEER.

1.03 QUALIFICATIONS OF SURVEYOR

A. California registered civil engineer or California licensed land surveyor, acceptable to OWNER

1.04 QUALIFICATIONS OF ENGINEER

A. California registered engineer of the appropriate discipline, acceptable to OWNER.

1.05 SUBMITTALS

A. Submit the name, address, and license number of the ENGINEER to the OWNER, if CONTRACTOR-provided.

PART 2 – PRODUCTS

2.01 NOT USED.

PART 3 – EXECUTION

3.01 PROTECTION OF SURVEY REFERENCE POINTS

A. Locate and protect existing survey reference points prior to starting site work and preserve all permanent reference points during construction.

B. All stakes, boundary lines, corner markers, benchmarks survey markers, etc., which have been or may be established in any part of the site, must be carefully preserved and respected by the CONTRACTOR and must be restored at the CONTRACTOR's expense if lost or destroyed as a result of the CONTRACTOR's operations.

3.02 CONSTRUCTION STAKING

A. Prior to the start of work, SURVEYOR shall review and verify the existing horizontal and vertical controls. Report any discrepancies to the ENGINEER.

B. Establish and safeguard a minimum of two permanent benchmarks on the project site.

C. SURVEYOR shall establish all necessary horizontal and vertical survey control lines and points on site prior to commencement of CONTRACTOR's work, as outlined below. These controls shall be maintained by the CONTRACTOR throughout the course of construction.

D. The following survey stakes shall be provided by the CONTRACTOR-PROVIDED SURVEYOR for use in constructing the improvements as shown on the contract documents.

1. Rough Grade Stakes for areas to be paved, sports court areas, and bioretention areas to be excavated.

2. Finish Grade Stakes for curbs, gutters, slabs, and sidewalk areas – Provided stakes at grade breaks and angle points, at beginning and end of horizontal and vertical curves, at maximum 25’ spacing on curved alignments, at 50’ spacing on tangent alignments, and as generally necessary for construction of the work.

3.03 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. Upon completion of final site improvements, prepare record (as-built) drawings including locations and elevations of all underground utilities, site drainage piping and structures, points of connection, manholes and drain inlets, and locations of utility stub outs.

END OF SECTION

SECTION 12 93 00

SITE FURNISHINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of Site Furnishings as shown on the Drawings and as specified in this Section. The work includes all miscellaneous hardware, foundations, footings and miscellaneous appurtenances associated with the installation. Items to be installed include:

1. Covered Cabana Bench
2. Custom Entry Signs
3. Salvaged Picnic Tables
4. Salvaged Barbeques
5. Salvaged Trash Can
6. Salvaged Pet Waste Station
7. Salvaged Concrete Receptacle

B. Related work includes but is not limited to:

1. Site Concrete

1.03 STANDARDS

A. Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of: the State of California Department of Transportation (CALTRANS) Standard Specifications, latest edition, except for measurement and payment requirements.

B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

C. C1107 Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

D. Applicable ISO Testing Standards (latest revisions) as they apply to this work.

1.04 SUBMITTALS

A. Documentation: product data for all standard site furnishings and accessories. Include material descriptions, recycled content, dimensions of individual components and profiles, finishes, field-assembly requirements, and installation details as applicable.

B. Samples:

1. If the Drawings and/or Specifications note that the color(s) is/are to be selected from the Manufacturer's standard range, the submit original color chart(s) or standard color sample chips. Digital files or prints are not acceptable.

2. If the Drawings and/or Specifications note that the color(s) is/are custom, then submit custom sample chips of all the selected finishes and colors.

C. Shop Drawings: for all custom site furnishings and accessories. Show all locations, markings, quantities, materials, sizes, and shapes and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades. Revise and resubmit if required per review by the Owner's Representative.

D. Maintenance Data: At Substantial Completion submit maintenance information for site furnishings and accessories where applicable for inclusion in the Owner's maintenance manuals.

1.05 REVIEWS

A. Review and Adjustment: Review all site furnishing locations with the Owner's Representative prior to proceeding with any installation. Use stakes / flags in planting areas, tape / removable paint in paving areas. The Owner's Representative may require the site furnishings to be placed in their proposed locations to make visual adjustments. Make adjustments to locations as approved by the Owner's Representative.

1. Mark-up the as-built plans prior to project completion with final locations, unless the revisions were already recorded by the Owner's Representative.

1.06 QUALITY ASSURANCE

A. Manufacturer's Instructions: Materials, products, processes, equipment or the like shall be installed or applied in strict accordance with printed instructions furnished by the manufacturer of the material for use under conditions similar to those at the job site.

B. Perform all work in accordance with all applicable State and local laws, codes and regulations.

1.07 DELIVERY, STORAGE & HANDLING

A. Delivery & Handling: Transport and handle new site furnishings and accessories in a manner to avoid hairline cracks, staining or other damage.

B. Storage & Protection: Store all site furnishings and accessories free of the ground and protected from mud or rain splashes. Cover units, secure covers firmly, and protect the units from dust, dirt or other staining material.

1. Coordinate with the Owner's Representative for appropriate locations to store existing salvaged site furnishings and accessories, until required for reinstallation.

PART 2 - PRODUCTS

2.01 FURNISHINGS

1. Covered Cabana Bench
2. Custom Entry Signs
3. Salvaged Picnic Tables
4. Salvaged Barbeques
5. Salvaged Trash Can
6. Salvaged Pet Waste Station
7. Salvaged Concrete Receptacle

2.02 PRODUCT DATA

1. Submit catalog cut sheets of all materials and equipment proposed to be furnished and/or installed under this portion of the work. Include the manufacturer and distributor name, sub-contractor as applicable.

2. Ensure that the cut sheets clearly describe the specific product by catalog number and that additional non-specified products that may appear on the same cut sheet are crossed out where applicable.

3. Submit samples of colors and finishes for all applicable products and furnishings for selection by Engineer.

4. Submit complete shop drawings for all materials or furnishings requiring field or shop fabrication.

2.03 FOOTINGS

A. Dimensions: As shown on the Drawings. If not shown on the Drawings, then the furnishing manufacturer’s standard footing design.

B. Aggregate Base: See Specification Aggregate Base if included in these Specifications. If not included, then Caltrans Standard Specifications, Section 26, Class-2, 3/4" maximum. Recycled aggregate base complying with the same requirements is acceptable.

C. Concrete: See Specification Site Concrete if included in these Specifications. If not included, then a pre-blended mix, 4000 PSI at 28-days, Quikrete or approved equal, is acceptable for footings for site furnishings.

2.04 FASTENERS

A. Fasteners, Fittings, and Hardware: Stainless steel or noncorrodible materials; commercial quality; tamperproof, vandal and theft resistant; concealed, recessed, and capped or plugged. Provide as required for site furnishings' assembly, mounting, and secure attachment.

B. Anchors: Diameter as recommended by furnishing manufacturer or appropriately sized for bolt holes; length to leave 1” clear at the bottom of concrete paving.

1. Hilti Kwik Bolt SS304 Wedge Anchor SS316
2. Simpson SS304 Titen-HD Screw Anchor SS316

2.05 GROUTS & ADHESIVES

A. Grout: Provide grout as specified by furnishings manufacturer for exterior applications. If not specified, then a premixed, factory-packaged, non-shrink, non-staining, non-metallic grout complying with ASTM C1107. Pre-approved product: Quikrete Non-Shrink General Purpose Grout.

B. Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic controlled expansion cement formulation for mixing with potable water at project site to create pourable anchoring, patching, and grouting compound. Formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by furnishings manufacturer for exterior applications.

PART 3 - EXECUTION

3.01 GENERAL

A. Premeasure: Measure installed features of the project critical to the correct off-site fabrication of custom furnishings.

B. Work Conditions: Examine areas and conditions for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Install all embedded site furnishings in concrete paving or asphalt concrete paving areas prior to the concrete pour. Schedule the receiving of equipment in conjunction with the concrete pour. Any block outs of concrete pour due to scheduling conflicts shall be approved by the Owners Representative and at no additional cost to the Owner. Finish of any block out areas shall match adjacent paving.

1. Furnishings damaged due to the concrete pour shall be replaced at the discretion and to the satisfaction of the Owners Representative and not repaired or cleaned.

3.02 INSTALLATION

A. General: install site furnishings as shown on the Drawings and as specified herein.

B. Comply with manufacturer’s written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

C. Install site furnishings plumbed to the vertical and securely anchored. Provide spacers under the bases / legs, as acceptable to Owner’s Representative, to level the furnishings.

D. Cast-in place posts: Set cast-in-place support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

E. Posts Set into Voids in Concrete or sleeves: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and maximum 3/4 inch larger than outer diameter of post, or use steel pipe sleeves preset and anchored into concrete for installing posts. Clean holes of loose material, insert posts, and fill annular space between post and concrete or sleeve with specified grout mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

F. Prior to commencing installation, Contractor shall stake layout and request a review by the Engineer to determine adjustments on site from locations shown on drawings.

G. All site accessories shall be installed per manufacturer's specifications.

H. All bolts shall be cut back to within three threads of the nut. Relevant to benches, and other materials with exposed bolts.

I. All site furnishings shall be inspected and accepted upon delivery by the Contractor. Final acceptance of site furnishings and locations of site furnishings shall be per the discretion of the Engineer.

3.03 REPAIR, CLEAN-UP AND PROTECTION

A. Repair damaged site furnishing finishes to match original finish or replace damaged products prior to Substantial Completion.

B. Clean site furnishings of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.

C. Restore adjacent areas that have been damaged from the installation of playground equipment.

D. Cleaning: After installation of site furnishings, remove all excess soil, packaging, and other debris and legally dispose off-site. Clean all walks, walls, pavements, and planting areas leaving the entire area in a neat, orderly condition.

3.04 CLOSEOUT

A. Maintenance Data: cleaning and maintenance information for site furnishings and accessories.

3.05 MEASUREMENT AND PAYMENT

A. The Contract lump sum or Contract unit price paid for each item shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings, and as directed by the Owners Representative, and no separate payment shall be made.

B. Payment for concrete foundations or footings, including sub-grade and base preparation, shall be included in the Contract unit price or Contract lump sum price paid for items requiring foundations or footings.

END OF SECTION

SECTION 31 00 01

EARTHWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes:

1. Clearing
2. Stripping
3. Excavation
4. Moisture conditioning and compaction
5. Embankment

1.3 REFERENCES

A. California Building Standards Code (CBSC), 2025 Edition

B. California Code 4216 – Protection of Underground Infrastructure

C. California Occupational Safety and Health Administrative Code

D. Standard Specifications, State of California, Department of Transportation (Caltrans), 2025 Edition

E. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

F. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method.

G. ASTM D1557 - Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort

H. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate

I. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

J. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

K. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 SUBMITTALS

A. Submit samples of proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER. Number and size of samples shall be as directed by the GEOTECHNICAL ENGINEER.

B. Submit gradation and quality testing results for proposed imported engineered fill materials to the GEOTECHNICAL ENGINEER.

C. Submit samples and test results at least two weeks prior to planned purchase/delivery.

D. Existing on-site soils will be sampled and tested by the GEOTECHNICAL ENGINEER during construction.

1.5 DEFINITIONS

A. Relative Compaction, or Percent Relative Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.

B. Remove: Remove and dispose of off-site, in a legal manner.

PART 2 – PRODUCTS

2.1 MATERIALS

A. General Engineered Fill – Proposed fill material shall be of approved on-site soil supplemented by imported material, if necessary.

1. On-site soil shall meet the following requirements:

    a. Soil shall be free of organics, debris, and other deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
    b. Soil shall not contain any rocks and clods over 2 inches in maximum dimension

2. Imported soil shall meet the following requirements:

    a. Soil shall be free of organic and deleterious materials, and recycled materials such as asphaltic concrete, concrete, brick, etc.
    b. Soil shall not contain any rocks or clods over 2 inches in maximum dimension.
    c. Soil shall be granular, having a plasticity index of less than 15, and not more than 20 percent by weight passing the #200 sieve.
    d. Soil shall have sufficient binder to allow excavations to stand without caving.
    e. The portion finer than the no. 200 sieve shall not contain any expansive clays.

B. Controlled Density Fill – Slurry cement backfill conforming to the Standard Specifications.

PART 3 – EXECUTION

3.1 GENERAL

A. All improvements shall be constructed in accordance with the California Building Standards Code, the Drawings, and these Specifications.

B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.

C. In the event that any unusual conditions are encountered during grading operations which are not covered by these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made

D. Provide dust control in accordance with all federal, state, and local requirements.

3.2 PREPARATION

A. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection for utilities, benchmarks, paving, site features, and the public.

B. Excavation for any purpose shall not remove lateral support from any foundation without first underpinning or protecting the foundation against settlement or lateral translation. The excavation outside the foundation shall be backfilled with soil that is free of organic material, construction debris, cobbles, and boulders or with a controlled low-strength material (CLSM). The backfill shall be placed in lifts and compacted in a manner that does not damage the foundation or the waterproofing or damp proofing material.

3.3 CLEARING AND STRIPPING

A. Remove structures, pavements, and utilities as shown on the Drawings.

B. Areas to be graded shall be cleared of all grass, brush, trees, rubbish, and debris. The cleared materials shall be removed from areas to be graded and shall be disposed of in areas designated by the Owner.

C. Completely remove tree stumps and root balls in areas to receive pavements, structures, or engineered fill.

D. Upper natural soils containing roots, deleterious materials, and excessive organics shall be stripped from all areas to be graded. This material shall not be reused as compacted fill and shall either be removed from the site or stockpiled for later use in landscape areas.

E. Unanticipated buried subsurface objects encountered, or voids created during site preparation, shall be called to the attention of the geotechnical engineer.

3.4 EXCAVATION, MOISTURE CONDITIONING, AND RECOMPACTION

A. Following clearing and stripping, subgrade shall be cut and finished true to line and grade, to present a smooth surface free from ruts, hummocks or other uneven features which would tend to prevent uniform compaction.

B. The exposed subgrade shall then be scarified to a depth of 8 inches, moisture conditioned, and recompacted to at least 90% relative compaction.

1. In vehicular traffic areas, recompact to 95% relative compaction.

C. When the moisture content of the subgrade is below the desired moisture, water shall be added until the proper moisture content is achieved.

D. When the moisture content of the subgrade is too high to permit the specified compaction to be achieved, the subgrade shall be aerated by blading, ripping, disking or other methods until the moisture content is satisfactory for compaction.

3.5 PLACING, SPREADING, AND COMPACTING FILL MATERIAL

A. The geotechnical engineer shall inspect all surfaces to receive fill prior to the placement of fill.

B. Fill shall be placed in horizontal layers not exceeding eight inches (8") in loose thickness (before compaction). Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.

C. All re-compacted and engineered fill soils shall be compacted within 3 percent of the laboratory optimum moisture content for the soil.

1. When the moisture content of the fill material is below the proper moisture, water shall be added until the proper moisture content is achieved.

2. When the moisture content of the fill material is too high to permit the specified degree of compaction to be achieved, the fill material shall be aerated by blading, ripping, or disking or other methods until the moisture content is satisfactory.

D. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted to at least 90% relative compaction.

1. Compact the upper 12 inches of finished subgrade in vehicular traffic areas to at least 95% relative compaction.

E. Compaction shall be undertaken with equipment capable of achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the required density has been obtained.

F. Fill slopes shall be compacted by slope rolling and trimming or shall be overfilled and trimmed back to planned grade.

G. The filling operations shall be continued until the fills have been brought to the finished slopes and grades as shown on the Drawings.

H. Fill slopes shall be no steeper than 3:1 (horizontal to vertical), unless shown otherwise in the Construction Documents.

I. The completed fill shall be finished true to line and grade. Any depressions shall be filled and compacted and all loose material shall be removed.

3.6 SUBGRADE PREPARATION IN PAVEMENT AREAS:

A. Pavement Areas are exterior areas which are not in the building subgrade preparation area and which will receive asphalt, concrete, or DG pavement or other flatwork, including parking lots, driveways, access roads, patios, equipment slabs, curbs, gutters, or sidewalks.

B. Subgrade preparation in pavement areas shall be as directed by the GEOTECHNICAL ENGINEER.

1. Over-excavate to at least 12 inches below pavement subgrade or existing grade, whichever is lower.

C. Subgrade preparation shall extend at least 2 feet horizontally beyond the edge of pavement areas.

3.7 SURPLUS MATERIAL

A. Surplus material shall become the property of the CONTRACTOR and shall be disposed of off the site in a legal manner.

3.8 TESTING AND OBSERVATION

A. The GEOTECHNICAL ENGINEER will inspect all surfaces to receive fill prior to the placement of any fill.

B. The GEOTECHNICAL ENGINEER will make field density tests after compaction of each layer of fill or as determined necessary. Additional layers of fill shall not be spread until the field density tests indicate that the minimum specified density has been obtained.

C. Should the result of any compaction test fail to meet the minimum required density as specified in these Specifications, the deficiency shall be corrected to the satisfaction of the GEOTECHNICAL ENGINEER, at the contractor's expense. The expense of retesting such areas shall also be borne by the contractor.

END OF SECTION

SECTION 31 11 11

TREE PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Tree Protection measures as shown on the Drawings and as specified in this Section.

1. The work includes protection and replacements of trees and vegetation indicated to be protected on the Drawings that are affected by temporary or permanent construction.
2. For pruning of trees if required to install protection measures, see Specification Section Tree Removal and Pruning.

B. Related work includes but is not limited to:

1. Site Clearing
2. Demolition
3. Earthwork and Grading
4. Soil Preparation
5. Planting

1.03 DEFINITIONS

A. Vegetation: Shrubs, groundcovers, grass, and other plants.

B. Root Zone: The root zone diameter of a tree is determined to be that area located out a distance 15 times the trunk diameter in all directions or the drip line, whichever is greater, unless otherwise noted on the Drawings.

C. Protection Zone: Area surrounding individual trees, vegetation areas, and groups of trees and vegetation to be temporarily protected during construction.

1. Temporary protection shall extend till the edge of the Root Zone, unless otherwise noted and shall be fenced.
2. At no time shall the fencing be located closer than 3-feet away from the approved foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk.

D. Topsoil: See Specification Section Soil Preparation

1.04 QUALITY ASSURANCE

A. Project Arborist: Engage a third-party / independent ISA certified arborist to direct plant-protection measures in the vicinity of trees and vegetation indicated to remain and to prepare inspection reports. Submit qualification data indicating proof of certification / license of the Project Arborist.

1. Cost of the Project Arborist's services shall be borne by the Contractor.

B. Tree Service Firm: See Specification Section Tree Removal and Pruning

C. Conduct a pre-construction walk-through at Project site to review tree protection measures by the Owner's Representative. Notify the Owners Representative 24 hours in advance of this review.

D. Codes: The City of Gilroy has an ordinance which calls for protection of trees. Willful violation of this ordinance by not exercising proper precautionary measures as ordained and as described herein can result in fines. Copies of the ordinance are available at City Hall. Follow the guidelines of the ordinance or the specifications below, whichever is more stringent.

1.05 SUBMITTALS

A. Project Arborist Qualifications including current ISA certification.

B. Post-construction Certification: Submit from Project Arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

1. Submit from Project Arborist, recommendations for care and protection of trees affected by construction during and after completing the Work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Temporary Fencing (Steel): New or re-used 2" x 2" steel chain-link fence as approved by the Owners Representative; minimum 6-ft high. Fence material shall be mounted on 2" diameter galvanized steel poles with caps, maximum spacing 10-ft between poles. Posts shall be embedded minimum 24-in into the ground.

B. Temporary Mulch: Commercial recycled wood chip mulch or approved chippings from removed trees on site.

C. Warning Sign: Laminated card, rigid plastic or metal sheet, minimum 8.5"x11", with attachment holes, legibly printed with non-fading letters.

1. Sign text and graphics per the requirement of the permitting agency for the project.
2. If no requirements from the permitting agency exist, then the sign shall clearly state "WARNING – TREE & PLANT PROTECTION ZONE"

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION

A. Erosion and Sedimentation Control: Verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross Protection Zones.

B. Existing Conditions: Review trees and vegetation indicated to remain on site, and document preconstruction conditions that might be misconstrued as damage caused by construction activities.

C. Documentation: Prepare written report, if necessary, endorsed by Project Arborist, listing conditions detrimental to the protection of trees and vegetation.

D. Preconstruction Meeting: Review methods and procedures related to temporary plant protection

including, but not limited to:

1. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
2. Enforcing requirements for protection zones.
3. Project Arborist's responsibilities.
4. Field quality control.

E. Install all tree protection measures prior to any site preparation, demolition, or grading work. Protection may include fencing and/or tree trunk and individual branch protection at the discretion of the Owner's Representative.

F. Identification: Trees to be preserved shall be marked with a spot of paint. The marking is required to notify City Inspectors that the subject tree or tree(s) are to be protected at all times during construction.

G. Verification: Verify in writing that all preconstruction conditions noted in this Specification have been met and are in place. Submit verification to the Owners Representative for approval prior to any site preparation, demolition, or grading work.

3.02 PROTECTION ZONES

A. Protection Zones shall be maintained in a natural condition and not compacted. The following practices are prohibited within tree and Protection Zones:

1. Storage of construction materials, debris, or excavated materials.
2. Dumping of chemicals or garbage.
3. Parking vehicles or equipment.
4. Foot traffic.
5. Erection of sheds or structures.
6. Impoundment of water.
7. Excavation or other digging unless otherwise indicated.
8. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Prohibit heat sources, flames, ignition sources, and smoking within or near Protection Zones and mulch.

C. Signage: Install warning signs in visibly prominent locations in a manner approved by the Owners Representative or Project Arborist - in enough quantity so as to be visible from all accessible sides.

D. Fencing:

1. Fencing shall be located at the edge of the Protection Zone, unless otherwise noted on the Drawings or as approved by the Owners Representative or Project Arborist.
2. Fencing shall be rigidly supported and maintained during all construction periods until Final Inspection.
3. Do not remove protection-zone fencing to allow deliveries or equipment access through the Protection Zone.
4. Temporary access is permitted subject to preapproval in writing by Project Arborist if a root buffer effective against soil compaction is constructed as directed by Project Arborist. Maintain root buffer so long as access is permitted.
5. Removal of fencing shall be approved by Project Arborist, Owners Representative, or Agency Inspector.

E. Root Buffer: for vehicular movement within the Protection Zone is to be constructed with a 6”-8” layer of 3/4-inch crushed rock placed over Mirafi-140N or equal filter fabric.

3.03 EXCAVATION

A. All cut, fill and/or foundations shall be located a minimum of three (3) times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6-feet away from the outside edge of the trunk for all trees of a trunk diameter less than 2-feet. The diameter of a tree shall be measured at 4-feet and 6-inches above the surrounding grade (diameter at breast height, (DBH). Where Drawings conflict with this, immediately contact the Owners Representative for direction.

B. Utility and Drainlines: Shall be located outside the root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within six (6) feet of the trunk. Immediately contact the Owners Representative if the Drawings conflict with this.

C. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection:

1. Hand trench at point or line of grade cuts closest to the trunk to expose major roots 2- inches in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the Owners Representative, provided that work inside the drip-line is closely supervised by the Project Arborist to prevent tearing or other damage to major roots.

D. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3-inches back from new construction and as required for root pruning.

E. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.04 REPAIR & REPLACEMENT

A. Tree Repair: Repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots as directed the Owner’s Representative. Aerate, water and mulch as directed by the Owner’s Representative.

B. Tree Replacement: Remove and replace trees that the Owner’s Representative determines to have been damaged by construction, and incapable of being restored to a normal growth pattern. Replace removed trees with species and size as directed by the Owner’s Representative.

1. Replacement planting shall conform to Specification Section Landscape Planting, and soil amendments shall conform to Specification Section Soil Preparation.

C. Disposal: Remove all tree removal / pruning debris, and associated waste, unsuitable, and excess material from the Owner's property and dispose of legally as directed by the Owners Representative. Burning of waste materials is not permitted.

3.05 REGRADING

A. Lowering and raising grades: Where new finish grade is indicated below or above existing grade around trees, maintain existing grades within the Protection Zone, and slope grade beyond the Protection Zone, unless otherwise noted on the Drawings.

B. Lowering grade within Protection Zone: slope grade away from trees as recommended by Project Arborist unless otherwise noted on the Drawings.

C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. See Specification Section Soil Preparation. Place topsoil in a single un-compacted layer and hand grade to required finish elevations.

3.06 CLEAN-UP

A. Remove waste materials and unsuitable and excess material from the Owner's property and dispose of legally.

3.07 MEASUREMENT AND PAYMENT

A. The Contract lump sum price paid for Tree Protection shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings and as directed by the Owners Representative, and no separate payment shall be made.

END OF SECTION

SECTION 31 11 13

SITE CLEARING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Site Clearing work as shown on the Drawings and as specified in this Section. The work includes but is not limited to:

1. Clearing and Grubbing.

B. Related work includes but is not limited to:

1. Demolition
2. Earthwork and Grading

1.03 DEFINITIONS

A. Existing Topsoil: The top layer of existing soil in unpaved / planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over one cubic inch and other objectionable material. Depth of existing topsoil shall be taken to be 2-4 inches deep on average or as determined by the Owner's Representative at the time of construction after clearing and grubbing.

1. At turf areas, existing topsoil starts below the grass root zone.
2. At unpaved / planting areas other than turf, existing topsoil starts below the mulch layer.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 SITE CLEARING

A. General

1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing. See Specification Section Tree Protection.
2. For removal of trees see Specification Section Tree Removal and Pruning
3. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
4. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.

B. Clearing and Grubbing

1. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes complete root systems.
2. Removal of sod includes plastic netting / mesh used as sod backing.
3. Remove all organic matter in unpaved / planting areas to be replanted, to a sufficient depth to remove such material. Replanting includes areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.

C. Stripping

1. Remove all vegetation and grass before stripping existing topsoil.
2. Strip existing topsoil from all unpaved areas to be improved with paving, structures. Average depth of topsoil is specified elsewhere in this Specification. Additional topsoil may be required to be removed in localized areas to depths encountered to prevent intermingling with underlying subsoil or other waste materials.
3. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 CLEAN-UP

A. Disposal: Remove cleared & grubbed material, waste, unsuitable, and excess material from the Owner's property and dispose of legally or as directed by the Owner's Representative.

END OF SECTION

SECTION 31 13 13

TREE REMOVAL AND PRUNING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for tree removal and pruning as shown on the Drawings and as specified in this Section. The work includes but is not limited to:

1. Removal of existing trees as shown on the Drawings
2. Removal of all existing tree stumps unless otherwise noted.
3. Pruning of existing trees to remain, including coordinating and scheduling of pruning inspections
4. Pine Beetle Control

B. Related work includes but is not limited to:

1. Tree Protection
2. Demolition
3. Earthwork and Grading
4. Soil Preparation

1.03 REFERENCE STANDARDS

A. American National Standards Institute (ANSI). 2006. Safety Requirements for arboricultural Operations (Z133). New York NY.

B. American National Standards Institute (ANSI). 2008. American National Standard for tree care operations – Tree Shrub and Other Woody Plant Maintenance – Standard Practices (A300 Part 1): Pruning. New York NY.

C. Gilman, E. 2012 An Illustrated Guide to Pruning. 3rd edition. Delmar. Clifton Park NY.

D. Gilman, E. and S. Lilly. 2006. Best Management Practices: Tree Pruning. 2nd edition. International Society of Arboriculture. Champaign IL.

E. Harris, Richard W., James Clark and Nelda Matheny, 2004. Arboriculture: The Integrated Management of Landscape Trees, Shrubs and Vines. 4th edition. Englewood Cliffs, NJ: Regents/Prentice Hall.

F. Matheny, N. and Clark, J. 2000. Trees and Development: A Technical Guide to Preservation of Trees During Land Development. Champaign, IL: International Society of Arboriculture.

1.04 QUALITY ASSURANCE

A. Project Arborist: See Specification Section Tree Protection.

B. Tree Service Firm: An experienced and professional tree service firm, with a Class C61-D49 license, that has successfully completed tree removal and pruning work similar to that required

for this Project.

1. Pre-Approved firm or approved Equal.
2. Cost of the tree service firm's services will be paid for by the Contractor.

C. Prior to Tree Pruning Schedule: Submit written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

D. Reviews: Prior to proceeding with any tree removal or pruning, notify the Owners Representative 24 hours in advance for a review by the Agency Representative.

E. Coordinate all tree pruning the with the Agency Representative.

1.05 SUBMITTALS

A. Tree Service Firm Qualifications and Class C61/D49 Tree Service Contractor License

B. Pruning: Submit a written description for review and approval of proposed pruning method of trees, including the tree pruning schedule.

PART 2 - PRODUCTS

2.01 GENERAL

A. Water: Clean, potable and free of deleterious matter. Source, in accordance with local regulations and codes governing water conservation measures.

B. Temporary Mulch / Temporary Fencing / Temporary Trunk Protection: See Specification Section Tree Protection.

PART 3 - EXECUTION

3.01 GENERAL

A. Haul road: If temporary haul or access roads must pass over root area, provide 4 to 6-inch mulch over filter fabric to cover root zones of trees to remain.

B. Do not allow fires under or adjacent to remaining trees or other plants.

C. Irrigation Adjustments: See Specification Section Demolition

3.02 TREE / STUMP REMOVAL

A. General:

1. Fell trees designated to be removed so as to fall away from Tree Protection Zone if present, and/or to avoid pulling and breaking of roots of any trees to remain. If roots are entwined, the Owner's Representative may require first severing the major woody root mass before extracting the trees or grinding the stump below ground.
2. For trees/stumps to be removed in areas of new path alignments or where paving, footings,

foundations, piers, or other new structures are to be installed, grind/remove entire stump to allow new proposed construction. See clause on Root Grinding.
3. For trees/stumps to be removed in areas of planting, grind down roots to a depth of minimum 24" below finished grade, and greater as required to accommodate the rootballs and planting pits of new tree planting. See clause on Root Grinding. Chase and remove surface roots beyond the stump till the extent of the planted area.

B. Root Grinding

1. Crews shall be well-trained in the use of root grinding equipment.
2. Verify that there are no existing irrigation or utility lines that will be affected by the root grinding process.
3. Protect any structures and landscape that will be affected by the throw of the root grinding machine.
4. Remove chips from the site, do not re-use as mulch on the project unless for temporary haul roads.

C. Stump Treatment

1. For other trees/stumps to be removed, cut stump flush to finish grade and immediately apply an approved herbicide (Garlon 4 or Aquamaster) to prevent re-sprouting. If herbicide will not be applied immediately, leave greater amount of trunk above grade, and make the final cut immediately prior to applying herbicide. Cut and re-apply approved herbicide as needed in the event of re-sprouting.
2. Approved herbicide and pesticide shall be per local Integrated Pest Management ordinance.
3. Posting of herbicide application must occur per the following Herbicide Pre-Application Requirements:
4. Public Protection and Required Noticing of Herbicide Application:

a. Area to receive approved herbicide must be closed off from public access with temporary
b. construction fencing approved by the Owner's Representative.
c. A minimum of four (4) days prior to herbicide application, post required notices at area where herbicide will be applied, and/or entrances to overall site, as approved by the Owner's Representative. Herbicide notice template forms will be provided to the Contractor by the Owner's Representative. Request notice template forms at least ten (10) days in advance of herbicide application. Write the application window dates in the spaces provided on the Notice. A one-week window is advised.
d. On application of herbicide, fill out the "Date Completed" on the Notice. The Notice is to remain for four (4) calendar days following the application.
e. Remove the notices on the fifth (5th) day following application.

D. Grade Restoration

1. For backfill of voids in proposed paving areas, see Specification Section Earthwork & Grading.
2. For backfill of voids in proposed planting areas, see Specification Section Soil Preparation.
3. Fine grade and prepare planting backfill for planting. For disturbed and backfilled areas on slopes steeper than 4H:1V, install erosion control mesh and straw wattles prior to planting.
4. Remove excess topsoil or planting backfill as required to complete finish grades as shown on the Drawings.

3.03 TREE PRUNING

A. General:

1. Prune existing trees that are indicated to remain on drawings and confirmed by Project

Arborist report and/or pre-construction walk-through. This includes trees that may be outside and adjacent to the Limit of Work.

2. Prune trees to reduce hazards and develop a strong, safe framework of branches. Trees may also be pruned for ‘crown cleaning’ as defined by the International Society of Arboriculture Pruning Guidelines.
3. Prune trees for safety considerations, such as crown cleaning, limb end weight reduction, and as determined by the pre-construction walk-through.
4. Prune trees to compensate for limb or root loss caused by damage due to construction work.
5. Prune those portions of trees which obstruct new construction.
6. Remove no more than 20% of live foliage on any one branch or throughout the entire tree. Do not strip our interior branches.
7. Use branch removal or reduction cuts (thinning cuts) rather than heading cuts. Do not top or head back trees.
8. Clean the crown of diseased, crossing, weak, dead, dying and otherwise structurally unsound branches to 1” diameter.
9. Reduce the risk of failure by thinning small diameter (<2”) branches on horizontal and bowed scaffold limbs.
10. Reduce the length and weight of heavy horizontal branches by thinning and reducing small (4”) laterals.
11. Reduce the risk of failure of leaning trees by reducing the size of the crown on the lean side.
12. Do not raise canopies by removing lower branches unless required for clearance above paths of movement.

B. Methods and Equipment:

1. Carefully and cleanly cut branches and roots with sharp and clean pruning instruments; do not break or chop.
2. Backfill holes and depressions with approved site soil / backfill or imported topsoil if these are unavailable. Compact dampened soil to 85 percent. Water to settle. Add soil and grade to conform continuously to adjacent existing grades.
3. Provide subsequent maintenance of pruned trees during Contract period as directed by the Owner’s Representative.

3.04 PINE BEETLE CONTROL

A. Prior to any tree removal or pruning, all Monterey Pine trees within a 50' radius of trees to be removed or pruned shall be sprayed with an approved Pine Beetle insecticide, Sevin or equal. Spraying shall be accomplished by a licensed pest control applicator.

B. Spray the first seven feet of trunk of all remaining trees within the 50' radius. Wrap the entire sprayed area of each tree within 25' of the trees to be pruned or removed with visqueen and fasten with rope or elastic straps. Nailing or boring into the tree trunk shall not be permitted. The wrapping shall remain on the trees until completion of the construction work as directed by the Owners Representative.

3.05 REPAIR, REPLACEMENT AND CLEAN-UP

A. Tree Repair: Repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots as directed the Owner’s Representative. Aerate, water and mulch as directed by the Owner’s Representative.

B. Tree Replacement: Remove and replace trees that the Owner’s Representative determines to have been damaged by construction, and incapable of being restored to a normal growth pattern. Replace removed trees with species and size as directed by the Owner’s

Representative.

C. Replacement planting shall conform to Specification Section Landscape Planting, and soil amendments shall conform to Specification Section Soil Preparation.

D. Disposal: Remove all tree removal / pruning debris, and associated waste, unsuitable, and excess material from the Owner's property and dispose of legally as directed by the Owners Representative. Burning of waste materials is not permitted.

3.06 MEASUREMENT AND PAYMENT

A. The Contract lump sum price paid for Tree Removal and Pruning shall be considered full compensation for furnishing all labor, material, equipment, tools, and incidentals, for all work involved as specified in this Section, as shown on the Drawings and as directed by the Owners Representative, and no separate payment shall be made.

END OF SECTION

SECTION 31 11 17

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Demolition work as shown on the Drawings and as specified in this Section. The work includes but is not limited to:

1. Demolition of concrete, asphalt paving, including subgrades, concrete wheel stops, catch basins, grass/gravel, irrigation control valves, storm drainpipes, fence posts, and associated curbs and aggregate base.
2. Saw-cutting of existing concrete and asphalt as required.
3. Site clearing and grubbing

B. Related work includes but is not limited to:

1. Earthwork and Grading

C. Prior to any excavation of soil or sub-grade, the Contractor shall call USA (811) for utility location five days before the demolition work.

1.03 DEFINITIONS

A. Topsoil: See Specification Section Earthwork and Grading.

1.04 SUBMITTALS

A. Indicate on the project schedule submittal, proposed time for demolition work in this Section, including shut-off time and capping of any utility service.

1.05 QUALITY ASSURANCE

A. Reviews: Prior to any site clearing or demolition work, prepare protection measures for review by the Owners Representative.

1.06 SITE CONDITIONS

A. Occupancy: Paving areas and structures to be removed or demolished will be vacated and discontinued in use prior to the start of work.

B. Explosives: Use of explosives for demolition work is not permitted.

C. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied facilities without permission from Owner.

D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and injury to

persons. See Special Provisions for additional information regarding building access.

E. Construction Fence: Contractor is required to fence site and provide an adequate level of safety and protection at all times during construction

F. Protection of existing trees and vegetation to remain: Protect all trees and shrubs to remain.

G. Damage: Promptly repair damages to facilities to remain in place and adjacent facilities caused by demolition operations at no cost to Owner.

H. Potholing is required prior to trenching or directional boring, or as required by the Owner's Representative.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.01 GENERAL

A. Protect all trees and items to remain in place.

B. Clearing and grubbing:

1. Protection measures for trees to be preserved are to be in place and reviewed by the Owner's Representative prior to any clearing and grubbing.
2. Clear and grub only areas as necessary to construct improvements shown on the Drawings.
3. Use only hand methods for grubbing inside the drip line of trees indicated to be preserved, unless otherwise approved by the Owners Representative.
4. Remove vegetation, improvements, and obstructions protruding through the ground surface and/or interfering with installation of new construction. Removal includes stumps and roots.
5. Remove all organic matter in unpaved areas to be replanted, to a sufficient depth to remove such material. Replanting may include areas with mulch-only applications. The depth of removal will vary with the type and density of vegetation across the project site and with the time of year.
6. Remove all vegetation and grass before stripping existing topsoil.
7. Strip existing topsoil from all unpaved areas to be improved with paving, structures, etc., to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
8. Remove all vegetation matter from collected existing topsoil and stockpile for re-use in proposed planting areas unless otherwise instructed by the Owner's Representative. See Specification Section Soil Preparation. Do not use stockpiled existing topsoil as structural fill and/or under proposed paving.

3.02 DEMOLITION

A. Pollution Controls:

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Owner or governing authorities.

B. General: Remove above and below grade pavements, curbing and other conditions necessary to

permit new construction and other work as indicated on the Drawings. Removal of underground pipe or conduit interfering with construction is included under this Section.

C. Damage: Return adjacent areas to condition existing prior to the start of the work.

D. Saw-cutting: Sawcut all asphalt and concrete to interface with new planting, concrete, paving areas, etc. Concrete interfaces are to be saw-cut with a diamond tipped blade. Use the correct blade for the application as determined by the Blade Application Code for Diamond Saw Blades, 2004 edition, developed by the Masonry and Concrete Saw Manufacturers Institute.

E. Salvaged Items: Deliver all items noted for salvage and not to be re-used on site to the Owner, unless directed otherwise by the Owners Representative.

3.03 REMOVAL OF PAVEMENTS AND STRUCTURES

A. All existing pavement, structures, footings and base material within the limits of work not shown to be retained shall be removed and resulting voids shall be backfilled with engineered filled or controlled density fill.

3.04 SAWCUTTING

A. Saw-cutting shall be done so as to provide a straight, neat edge. Where construction operations cause damage beyond the limits of the sawcut line, the damaged area shall also be removed and replaced to a sawcut edge.

B. Sawcut slurry shall be vacuumed and not be allowed to run into catch basins.

C. Asphalt concrete pavement shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall be parallel or perpendicular to the adjacent curb line where possible. Sawcut shall be to a minimum depth of 2 inches.

D. Curb and gutter shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut shall be to a minimum depth of 6 inches.

E. Sidewalk shall be sawcut at the locations indicated by the engineer and as shown on the plans. Sawcut lines shall coincide with existing score marks or joints. Sawcut shall be to a minimum depth of 6 inches, or to a full depth, whichever is less.

3.05 UTILITY REMOVAL AND ABANDONMENT

A. Pipes 4” and larger, vaults, risers, boxes, inlets, etc. which are not to be retained in service shall be completely removed from within the work area. Pipes smaller than 4” may be abandoned in place by capping both ends of the pipe, unless otherwise noted.

3.06 CLEAN-UP

A. Disposal Waste materials are defined as all materials generated by demolition or excavation that are not identified for salvage or re-use by the Owner. Dispose of waste materials legally off-site.

END OF SECTION

SECTION 31 23 33

TRENCHING

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes:

1. Trench excavation, shoring, and dewatering
2. Pipe bedding, installation, and alignment
3. Concrete encasement
4. Warning tape and tracer wire
5. Trench backfilling and compaction
6. Surface restoration
7. Record drawing requirement

1.2 RELATED SECTIONS

A. Section 31 00 00 – Earthwork

B. Division 33 – Utilities

1.3 REFERENCES

A. California Building Standards Code (CBSC), 2025 Edition

B. California Code 4216 – Protection of Underground Infrastructure

C. California Occupational Safety and Health Administrative Code

D. Standard Specifications, State of California, Department of Transportation (Caltrans), 2025 Edition

E. ASTM C 136 – Standard Test Method for Sieve Analysis of Fine and Course Aggregates

F. ASTM D1556 – Standard Test Method for Density of Soil in Place by the Sand - Cone Method

G. ASTM D 1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort

H. ASTM D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

I. ASTM D 2419 – Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate

J. ASTM D 2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

K. ASTM D 2922 – Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

L. ASTM D 3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

M. ASTM F 1668 – Standard Guide for Construction Procedures for Buried Plastic Pipe

1.4 SUBMITTALS

A. Submit proposed foundation, bedding, and backfill materials to the GEOTECHNICAL ENGINEER at least 2 weeks prior to planned delivery or use.

B. Submit manufacturer's cut sheets for all other materials to the ARCHITECT

C. Submit samples and test results at least two weeks prior to planned purchase/delivery.

1.2 DEFINITIONS

A. Relative Compaction, R.C., or Percent Compaction: Dry density expressed as a percentage of the maximum dry density at optimum moisture content obtained in accordance with ASTM D1557.

B. Remove: Demolish, remove and dispose of off-site in a legal manner.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Pipe: as specified for the utility being installed.

B. Foundation, bedding and backfill materials shall be as noted on the Plans and as specified for the type of facility being installed.

C. Concrete: Minor concrete conforming to Section 90 of the Caltrans Standard Specifications.

D. Controlled density fill (CDF): 2-sack slurry cement backfill conforming to Section 19 of the Standard Specifications.

E. Aggregate base: Class 2 aggregate base conforming to Section 26 of the Standard Specifications.

F. Clean Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; maximum particle size and volume of ½" and 18% respectively, with minimum Sand Equivalent value of 30 per California Test 217 or ASTM D2419

G. Select native material may be used for bedding and/or backfill only if approved by the GEOTECHNICAL ENGINEER.

2.2 ACCESSORIES

A. Detection tape: Polyethylene plastic warning tape, minimum 3.5 mils thick, 6" wide, appropriately labeled and color coded.

B. Tracer wire: Insulated No. 10 copper wire.

C. Geotextile fabric: as shown on the Plans and as approved by the GEOTECHNICAL ENGINEER.

PART 3 – EXECUTION

3.1 GENERAL

A. All improvements shall be constructed in accordance with the California Building Standards Code, the Drawings, and these Specifications.

B. Onsite grading and earthwork, site preparation, excavation, trenching and compaction shall be observed and tested by the GEOTECHNICAL

ENGINEER. All grading and earthwork shall be done to the satisfaction of the GEOTECHNICAL ENGINEER.

C. In the event that any unusual conditions are encountered during grading operations which are not covered by these Specifications, the GEOTECHNICAL ENGINEER shall be immediately notified such that additional recommendations may be made.

D. Where work is performed in public streets or rights of way, or on public utilities, perform the work in accordance with the requirements of the authority having jurisdiction and/or utility owner, if such requirements are more stringent than the requirements of this section.

3.2 SAFETY

A. Work shall comply with all federal, state, and local safety requirements

B. No trench shall remain open overnight.

3.3 PROTECTION

A. Protect trees, shrubs, lawns, rock outcropping, and other landscape features to remaining as portion of final landscaping.

B. Protect benchmarks, existing structures, fences, roads, sidewalks, paving, curbs and other improvements to remain.

C. Locate and protect above and below grade utilities which are to remain.

D. Document all pre-existing surface defects by photographic means prior to conducting trenching operations. Upon completion of construction, all surfaces showing non- documented settlement, spalls, gouges, cracks or other defects shall be repaired or replaced to the satisfaction of the ARCHITECT.

E. Return all surface improvements designated to remain, which are removed for excavation, to their original condition, except as required to comply with other portions of the contract.

F. Utility trenches which are parallel to the side of a footing shall be placed so that the trench bottom does not extend below a plane sloping downward and away from the building/footing at an inclination of 2:1 (H:V) from the bottom outside edge of the footing.

3.4 POTHOLING

A. Pothole utility lines in advance of construction to determine if adjustment in horizontal or vertical location of pipeline is required. Submit drawing to Architect showing located utility locations and elevations.

B. If potholing indicates a conflict between existing and proposed facilities, notify the ARCHITECT immediately. Do not perform work on systems which may be affected by the conflict until a resolution has been reached and you have been notified by the ARCHITECT.

C. The Contractor shall locate existing utilities, including water, sewer, storm drain, gas, electric, and telecommunications prior to performing trenching work or any excavation.

D. The Contractor shall notify the Owner's Representative a minimum of two weeks prior to planned utility location work. The Owner may identify areas for underground utility location, other than those shown on the Plans.

E. The precise locations and elevations of all utility crossings and points of

connection must be verified by the Contractor prior to construction of systems which may be affected by the existing utility's location. Utilities shall be located by potholing where location and/or grade is critical

3.5 EXCAVATION, BEDDING, PIPE PLACEMENT, AND BACKFILLING

A. Trenching

1. Excavate to the lines and grades indicated on the Drawings. The OWNER reserves the right to make changes to lines, grades, and depths when required due to field conditions.
2. The excavation and the preparation of the trench shall be completed a sufficient distance in advance of pipe laying to prevent dislodged material from entering the pipe.
3. If the foundation soil is soft, wet, spongy or unstable, the trench shall be excavated to stable soil as determined by the Geotechnical Engineer, and the excavation backfilled with pipe bedding material.

B. Shoring

1. The sides of all excavations shall be laid back or supported in the manner set forth by CAL/OSHA.
2. Sheet piling and other shoring shall be withdrawn in such a manner as to prevent caving of the walls of excavations or damage to piping or other structures.
3. Whenever timber or other sheeting is driven to a depth below the elevations of the top of the pipe, that portion of the sheeting below the elevation of the top of the pipe shall not be disturbed or removed.

C. Dewatering

1. Remove all water which may accumulate in the excavation during progress of the work so that all work can be done under dry conditions. Trenches shall be kept free from water while the pipe or other structures are installed, while concrete is setting, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.
2. Dewatering shall conform to the best management practices as outlined in the California Stormwater Quality Association's *Stormwater Best Management Practice Handbook: Construction*, latest edition.

D. Pipe bedding

1. Bedding shall be placed in such a manner that the pipe may be laid true to line and grade. When the pipe is bedded, it shall be brought into true alignment and secured.
2. Place and compact the initial backfill material to the pipe spring line in maximum 8" lifts. Carefully compact this material around and under the pipe.
3. Place and compact the initial backfill material to 12" above the top of the pipe in maximum 8" lifts. Carefully compact this material around and under the pipe.
4. Place and compact final trench backfill material in maximum 8" lifts to the final grade or subgrade elevation.
5. Bedding and backfill shall be compacted to at least 95% relative compaction in improved areas, and 90% in landscaped or unimproved areas.
6. Where slurry cement is utilized for pipe bedding, the pipe shall be set on precast mortar blocks or similar devices to allow for placement of required thickness of material under and around the pipe. The Contractor must take the necessary steps to avoid pipe flotation or misalignment.

E. Pipe Installation:

1. Pipe installation shall be in accordance with the manufacturer's instructions.

2. All pipe handling shall be done in a manner that will not damage the materials. Pipe shall be carried into position, not dragged, and shall be carefully lowered into the trench. Under no circumstances shall the pipe or accessories be dropped into the trench.
3. Before lowering into the trench, and while suspended, the pipe shall be inspected for defects. Any defective, damaged or unsound pipe shall be rejected and replaced with sound material. The interior of the pipe shall be clean and free of debris.
4. Joints shall be centered and tight. Cutting of pipe for inserting fittings or for pipe connections shall be done in a neat and skillful manner without damage to the pipe. Each joint shall be inspected to ensure it is properly made before backfilling is done.
5. The pipe shall be laid true to line and grade. When completed, the pipe shall have a smooth and uniform invert. Care shall be taken to prevent any dirt or foreign matter from entering the open end of the pipe.
6. Where piping is installed on curves, the maximum deflection of each joint shall be no more than 80% of the maximum deflection recommended by the pipe manufacturer.

F. Trench Backfill and Compaction:

1. All backfill shall be placed in a manner to avoid rock pockets, voids, or other conditions that could lead to future settlement of the backfill.

3.6 TEMPORARY PIPE COVER

A. Provide temporary backfill or other means as necessary to protect underground utilities from heavy construction loads.

3.7 CONTROLLED DENSITY FILL (CDF)

A. Backfill trenches with CDF where trenches cross below footings, including perimeter footings. CDF plug shall be a minimum of 36” long and shall extend a minimum of 12” beyond the edge of footing.

B. Backfill trenches with CDF where pipes are “nested” in clusters where adequate compaction cannot be achieved between and around the pipes, and at all pipe connections, valves, utility vaults, etc. where adequate compaction cannot be achieved by mechanical means.

C. Backfill other areas with CDF where indicated on the Drawings and as directed by GEOTECHNICAL ENGINEER.

D. If pipe will be partly or entirely embedded in CDF, support and brace the pipe in a manner that will prevent movement or displacement of the pipe during testing and during placement and consolidation of the slurry backfill. Consolidate CDF under and around the pipe without displacing the pipe.

3.8 CONCRETE BACKFILL

A. Place concrete backfill where indicated on the Drawings.

B. If pipe will be partly or entirely embedded in concrete, support and brace the pipe in a manner that will prevent movement or displacement of the pipe during testing and during placement and consolidation of the concrete. Consolidate concrete under and around the pipe without displacing the pipe.

3.9 WARNING TAPE

A. Provide warning tape for

1. All exterior gas pipes
2. All other pipes which are 2”-diameter and larger

B. Install 12” above the pipe.

3.10 TRACER WIRE

A. Tape continuous tracer wire on top of and along entire length of pipes and extend to the grade at each end of the utility pipe so locator equipment can be connected.

B. Install tracer wire on:

1. All exterior gas pipes
2. All exterior nonmetallic pressure pipes 2”-diameter and larger (water, recycled water, sewer force mains, and gas)

3.11 SURFACE RESTORATION

A. Any pavement, curb, walk or any other surface or subsurface improvement removed or damaged during progress of the work, shall, before termination of the contract, be restored to its original condition whether or not such restoration is shown on the Drawings.

B. The trench patch shall be per City of Gilroy standards.

END OF SECTION

SECTION 32 01 90

LANDSCAPE MAINTENANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Landscape Maintenance as specified in this Section during the landscape maintenance period, referred to herein as the Maintenance Period. The work includes establishing the plantings, providing pest and disease control, mowing, and maintaining the irrigation system and related construction elements during the Maintenance Period.
   1. Mowing is to include the bioswale areas to control weeds.

B. Related Work:
   1. Irrigation
   2. Planting

1.3 MAINTENANCE PERIOD

A. Time Limits: The Maintenance Period commences from the date of approval of substantial completion and extend for 90 calendar days, or until final completion approval, whichever is later.

1.4 REVIEWS

A. Substantial Completion Review: Specifically request this review at least (5) five days in advance of the proposed start of the Maintenance Period. The Owners Representative will review for a final checklist of minor items to be completed. The Maintenance Period commences once the items are completed and approved by the Owners Representative. Items to be checked during this review include but are not limited to:
   1. All planted areas including turf and bioswale areas if applicable.
   2. Valve boxes, spray head / emitter / tree bubbler installation.
   3. Overall operation of the irrigation system. Irrigation coverage if not already inspected in an earlier review. See Specification Section Irrigation for requirements.
   4. For point-source drip-irrigated areas, do not apply mulch until the system has been inspected unless permitted otherwise by the Owner's Representative.
   5. For sub-surface drip irrigated areas, ensure that the system was inspected earlier by the Owner's Representative prior to soil backfill over the drip lines.

B. Punch -list Check: This review will be conducted by the Owners Representative half-way through the Maintenance Period, at the request of the Owner, when punch-list items identified at Substantial Completion have been corrected and are ready for inspection. The Final Review may be rescheduled at the discretion of the Owners Representative, if additional time beyond the scheduled date of final completion is needed to correct Punch-list items.

C. Final Review: Specifically request this review at least (5) five days in advance of the end of the Maintenance Period. Failure to request this notice automatically extends the date of completion. The Maintenance Period will continue until final completion is approved by the Owner's Representative. Items to be checked during this review include but are not limited to:

1. All planted areas including turf and bioswale areas if applicable, including all punch-list items identified at Substantial Completion Review and Punch-list Check
2. All irrigation punch-list items identified at Substantial Completion Review, and Punch-list Check.

1.5 MAINTENANCE PERIOD SUBMITTALS

A. Fertilizer: Submit written certificate showing rates, materials, and date of fertilizer application, to the Owner within five (5) days of each application.

B. Pesticides / herbicides: If pesticides / herbicides are used, submit written certificate showing rates, materials, and date to the Owner's Representative within five (5) days of each application.

c. Mowing: Submit mowing occurrences to the Owner's Representative each time mowings are completed

1.6 CLOSE-OUT DOCUMENTATION

A. Submit prior to the Final Review, the following additional documents for the Maintenance Binder.
   1. Work tags / reports, countersigned by the Owner's Representative:
      a. Fertilizer applications, including initial application.
      b. Pesticide and herbicide applications, including initial application.
      c. Mowing occurrences
      d. In-service meeting discussion / decisions.
   2. Soils Reports:
      a. Existing soils test report(s) – see Specification Section Soil Preparation.

B. The Final Review will take place only after additional submittals and documents have been reviewed and approved by the Owners Representative.

PART 2 - MATERIALS

2.1 FERTILIZER

A. For maintenance fertilization: as specified in Specification Section Landscape Planting.

2.2 WATER

A. During the course of Maintenance Period, including any extensions by the Owner's Representative, water for plantings will be paid for and supplied by the Contractor.
   1. For turf areas, submit a watering schedule at start of the Maintenance Period.

2.3 CHEMICALS

A. General: see Specification Section Planting

PART 3 - EXECUTION

3.1 GENERAL

A. Contractor's Responsibility: Work installed under this Contract damaged by vandalism, vehicular damage and/or theft during the installation of the work and up to the Substantial Completion approval, is to be repaired or replaced without additional cost to the Owner.

B. Owner's Responsibility: Throughout the Maintenance Period, these damages and similar factors such as excessive litter, abuse and defacement will be the Owner's responsibility to repair or replace and will not be a part of this Contract. No planting is to be guaranteed beyond the Maintenance Period, except as to conformance to specified species and variety, and as specified in Specification Section Landscape Planting.

3.2 BASIC REQUIREMENTS

A. Irrigation: Maintain all planting areas at optimum moisture for plant growth.
   1. Schedule and monitor controller stations as necessary to minimize water consumption while still providing adequate water for the plant material.
   2. Adjust and clean all heads, emitters, valves, filters, regulators and other equipment as necessary to maintain the system.
   3. Hand water planting not adequately served by the automatic irrigation system.

B. Erosion: Repair settlement of soil and plants and soil erosion and replant areas to the satisfaction of the Owner’s Representative. Repair eroded soil berms as required to assist in irrigation.

C. Protection of Work: Take particular precautions to protect structures, fencing, overhead and underground utilities, and all existing trees to remain. All damaged, stained, or disturbed items are to be replaced or repaired at no additional expense to the Owner, and to the satisfaction of the Owner's Representative, prior to Final Review.

D. Cultivating and Clean-Up: Keep all planting areas neat and free from debris at all times and cultivate at not more than ten (10) day intervals.
   1. Keep Project Site reasonably free from accumulation of debris, topsoil, and other materials resulting from landscape maintenance work.
   2. Remove soil and related amendments and fertilizers from walks and paving daily.
   3. Broom and hose down areas daily as necessary to maintain clean adjacent structures and pavements.

E. Weed control: Keep all planting areas weed-free at all times during the Maintenance Period. See Specification Section Planting for herbicide use in weed control.

F. Insect, Pest, and Disease Control: Control insects, pests, rodents and diseases by the use of insecticides and fungicides, as applied by a licensed pest control operator with the prior approval of the Owner’s Representative.

G. Fertilizer: Application for all planting areas including turf: as specified in Specification Section Landscape Planting.

H. Mowing Schedule:
   1. Winter - Mow grass to 1-1/2" when it reaches a height of 2-1/2".
   2. Other Seasons - Mow grass to 2” when it reaches a height of 3”.
   3. Should the grass reach a height of more than 1” above the specified height, mow the grass in multiple passes, lowering the grass height by no more than 1” with each pass.
   4. Spray mower decks and blades with water and thoroughly clean these of grass clippings and dirt prior to mowing. Have the Owners Representative inspect the equipment prior to mowing operations.
   5. Mow bioswale areas a minimum of two times during the Maintenance Period or mow to 4" when majority of weed growth or desirable growth reaches 6".

I. Pruning: Prune new trees and shrubs as directed by the Owners Representative. Do not remove lower branches from multi-trunk or low branching trees unless directed.

3.3 REPLACEMENTS

A. General: Immediately replace any dead or damaged plants as they become apparent or as directed by the Owner's Representative.
   1. Repair or replace turf areas not fully established and healthy as directed by the Owner's Representative.
   2. Carry out replacements per the project Specifications and as required to match the species and growth (spread / height) of adjacent plantings of the same species at no additional cost to the Owner.
      a. Replacement plants are to be sourced from the same nursery / batch as the original plants. If unavailable, see Specification section Planting for submittal requirements prior to delivering replacement plants to the site.

3.4 CONDITION OF PLANTING AT END OF MAINTENANCE PERIOD

A. Complete the following tasks prior to Final Review and bring all planting areas to a satisfactory condition before final acceptance of the work. Replace plantings that do not conform to specifications.

B. Clean all mulched planting areas of all broadleaf and grass weeds including those sprouting from root balls. Remove all basal growth and tree suckers from tree trunks and branches.

C. Remove all nursery tree stakes and associated tying materials. Plant stakes if used, may be left in place at the discretion of the Owner's Representative.

D. Mulch: Rake out watering basins from all plants under a permanent irrigation system and re-spread the mulch, keeping mulch away from the plant stem.

E. All turf areas are to be completely covered at the time of final acceptance, free of all weeds (broadleaf and grass weeds) and mowed to specified height. Patch up low spots and/or bare patches with sod, to be equivalent to the sod used during planting operations / to be equivalent to the seed used in the hydroseeding operations.

F. All bioswale areas are to be free of broadleaf weeds and mowed to specified height.

3.5 IN-SERVICE MEETING

A. Specifically request, prior to Final Review, an In-Service meeting with the Owner's maintenance staff to identify any landscape maintenance issues and verify mowing schedules and irrigation station sequence / run-times (controller schedule).
   1. Document any discussions / decisions at the in-service meeting and provide this to the Owners Representative. Include a copy in the Maintenance Binder. See Specification Section Irrigation for other documents to be included in the Maintenance Binder.
   2. The Final Review will take place only after the in-service meeting is completed, and final approval is contingent on the in-service meeting taking place to the satisfaction of the Owners Representative.

END OF SECTION

SECTION 32 11 00

AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Work in this section includes, but is not limited to, providing all labor, materials, and equipment necessary for the complete installation of a stable, compacted aggregate base layer, as shown on the Drawings.

B. Related Work:
   1. Earthwork and Grading
   2. Asphalt Concrete Paving

1.03 STANDARDS AND DEFINITIONS

A. State of California, Department of Transportation Standard Specifications, referred to in this Specification as 'Caltrans Standard Specifications'.

B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

   1. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
   2. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
   3. D448 Classification for Sizes of Aggregate for Road and Bridge Construction
   4. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
   5. D2940 Specification for Graded Aggregate Material for Bases

C. Relative compaction or compaction is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density as determined by ASTM Test D1557 latest edition, expressed as a percentage.

1.04 QUALITY ASSURANCE

A. Layout Review: Stake and layout all paving installations for review by the Owners Representative prior to excavation.

B. Tolerances: Install the aggregate base and concrete to the minimum thickness shown and maintain tolerances for sub-grade, sub-base and finished grade as specified by Caltrans Standard Specifications. No combination of high and low tolerances will be permitted.

1.05 SUBMITTALS.

A. Sieve analysis: Sieve analysis for aggregate base.

1.06 STORAGE

A. Store aggregate at site on a hard, dry and level patch of ground. Prevent contamination of the material with clay, dust, vegetable or other foreign matter.

1. Maintain sufficient distance between stacks of fine and coarse aggregates, and any permeable aggregates if present, to prevent the material at the edges of the stock piles from getting intermixed.
2. Stack fine aggregate in such a place where loss due to effect of wind is minimum.

1.07 TESTING

A. General: Test installed aggregate base per the requirements of Caltrans Standard Specifications.

B. Inspection: Notify the Owner's Representative at the completion of the various stages of the operation as indicated below and allow such reasonable time for testing and inspection as the Owners Representative may require. Do not proceed with the next stage until authorization to proceed has been received from the Owners Representative.

1. After all rough grading is complete and sub-grade has been prepared to receive aggregate base.
2. After each course of aggregate base has been placed and compacted and is ready for the following course.
3. After final placement and compaction of aggregate base has been prepared to receive paving operations.

C. Testing: document and submit all tests for aggregate base to the Owner's Representative.

1. Cost of all tests to be borne by the Contractor.
2. If at any time the aggregate base does not meet the Specifications, restore the aggregate base, at no additional cost to the Owner, to the required grade, cross-section and density.

PART 2 - PRODUCTS

2.01 AGGREGATE BASE

A. Delivery Moisture Content: Aggregate base is to contain 90% to 110% of the optimum moisture content to ensure that fines do not migrate in transit or during placement and to facilitate proper compaction. Ensure that aggregate leaving the source plant meets this requirement. Apply water to the aggregate base on site to attain and maintain this minimum moisture content.

B. Sieve: Caltrans Standard Specifications, Section 26, Class-2, 3/4" maximum.

Sieve Sizes	Percentage Passing			
	1 ½“ Maximum		¾“ Maximum	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2”	100	100		
1 ½ “	90-100	87-100		
1”			100	100
¾ “	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

Quality Requirements		
Test	Operating Range	Contract Compliance
Resistance (R-value)		78 min.
Sand Equivalent	25 min.	22 min.
Durability Index		35 min.

PART 3 - EXECUTION

3.01 JOB CONDITIONS

A. Protection: Take all steps necessary not to damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 SUB-GRADE PREPARATION

A. General: See Specification Section Earthwork and Grading for sub-grade preparation and compaction requirements.

B. Verify that sub-grade preparation, compacted density and elevations conform to the Project requirements and Specifications.

1. In the event of over-excavation, use select-fill materials to achieve design sub-grade elevations. Materials and compaction as specified in Specification Section Earthwork and Grading.

C. Verify that subgrade is free of rocks, depressions, voids, organic materials, and irregularities. Remove any excess or contaminated backfill from the drainage trenches. Re-compact and re-grade as necessary to place aggregate base.

3.03 AGGREGATE BASE INSTALLATION

A. Place and compact aggregate base as specified in Caltrans Standard Specifications Section 26, to at least 95% relative compaction in accordance with ASTM D1557, and to a depth as noted on the Drawings. Verify grades to allow for finish paving.

B. Roll the aggregate base until entire surface is firm, dense, and free from rock pockets and mud pads; do not slurry the base course. Clean the surface of all loose and extraneous material. Water the base course after compaction.

3.04 PROTECTION AND CLEAN-UP

A. Protect the installed aggregate base from contamination by the work of other trades until paving is installed.

B. Disposal: Upon completion of the work and transport excess material from the job site and dispose of in a legal manner.

END OF SECTION

SECTION 32 12 17

ASPHALT CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes:

1. Asphalt concrete paving (Hot Mix Asphalt).

1.2 RELATED REQUIREMENTS

A. Section 32 11 23 – Aggregate Base Course.

1.3 REFERENCES

A. Standard Specifications, State of California, Department of Transportation (Caltrans), 2025 edition.

1.4 SUBMITTALS

A. Hot mix asphalt mix design prepared by a certified laboratory

B. Materials certificates signed by material producer and Contractor

PART 2 – PRODUCTS

2.1 ASPHALT CONCRETE PAVEMENT (HOT MIX ASPHALT)

A. HMA (Type A): in accordance with Section 39 of the Standard Specifications.

1. Construction Process: Standard.
2. Tack Coat: as required by the Standard Specifications
3. Payment for Tack Coat shall be included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.
4. Binder: PG64-10

PART 3 – EXECUTION

3.1 GENERAL

A. Perform work in accordance with Section 39 of the Standard Specifications.

B. Equipment, methods and tolerances used for spreading and compacting HMA shall comply with the requirements of Standard Specifications.

C. Finish paving shall conform to slopes, lines and finish grades shown and noted on the Drawings and shall drain properly.

1. Maintain line and profile shown on the Construction Drawings to tolerance of 1/4 inch plus/minus, in any 10 feet, non-cumulative.
2. HMA surface shall be free from depressions exceeding 1/8 inch when measured with a 10 foot straight-edge.

D. Surface shall be free of gouges, ridges and ruts, with a uniform and consistent finish.

E. Where adjacent surfaces are intended to be flush, they shall conform smoothly at all points with no greater than 1/4 inch grade differential, and shall drain properly across the seam.

3.2 FIELD QUALITY CONTROL

A. Field density and thickness testing of asphalt pavement will be performed by the GEOTECHNICAL ENGINEER.

B. For accessible paths of travel and accessible parking areas, comply with California Building Code accessibility requirements regarding:

1. Surface: slip resistant
2. Changes in Level: 1/4 inch or less (vertical)
3. Path of travel:
    a. Clear Width: 4 feet minimum, unless otherwise noted
    b. Running Slope: less than 1:20 (5%)
    c. Cross-Slope: not greater than 1:48 (2%)
1. Slope in Landings and Accessible Parking and Loading Areas: not greater than 1:48 (2%) in any direction

C. Flood Test:

1. Perform a flood test in areas which are sloped less than 3%. Where a seal coat is to be applied, perform flood test prior to application of seal coat.
2. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, repair or replace HMA in a manner acceptable to the OWNER to provide proper drainage, at no cost to the OWNER.

3.3 PROTECTION

A. Do not permit vehicular traffic on pavement until it has cooled to atmospheric temperature and hardened, but in no case less than 8 hours.

B. Do not use completed paving surface for storage of construction vehicles or construction materials.

C. Gouges, cracks, stains, or other surface defects or marks shall be corrected by the CONTRACTOR in a manner acceptable to the OWNER, at no cost to the OWNER.

END OF SECTION

SECTION 32 13 14

CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes exterior concrete paving including driveways, walkways, patios, curbs, and gutters.

1.2 RELATED REQUIREMENTS

A. Section 32 11 24 – Aggregate Base Course

1.3 REFERENCES

A. California Code of Regulations, Title 24, Part 2, California Building Code (CBC), 2025
B. Standard Specifications, State of California, Department of Transportation (Caltrans), 2025 edition.

1.4 SUBMITTALS

A. Concrete mix design and materials certificates:
   1. Aggregate (gradation and quality)
   2. Cementitious materials
   3. 28-day compressive strength
   4. Slump
   5. w/c Ratio
   6. Entrained Air
   7. Admixtures
   8. Curing compound
   9. Steel reinforcement and reinforcement accessories.
   10. Bonding agent or epoxy adhesive
B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with the Contract Documents
C. Manufacturers' current printed specifications and catalogue cut sheets for each type of manufactured product, including:
   1. Expansion joint filler, backer rod and bond breaker and/or zip strip.
   2. Integral color
   3. Applied finish materials
   4. Joint Sealant Color Sample
D. Proposed joint pattern, if not indicated on or if different from the Drawings
E. Sample chip of specified color indicating pigment number and required dosage rate.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
B. Installer Qualifications: Regularly engaged and specializing in concrete paving, with a minimum 5 years' experience
C. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
   1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification pro- gram

PART 2 – PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials

to provide full-depth, continuous, straight, smooth exposed surfaces.

B. Use flexible or curved forms for curves with a radius 100 feet or less.

C. Use commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces

2.2 CONCRETE:

1. Concrete mix design shall conform to Section 90, “Concrete,” of the Caltrans Standard Specifications.
2. Cementitious material: Portland cement, Type II, low alkali, with supplementary cementitious materials as defined in Section 90 of the Standard Specifications.
   a. Pedestrian Paving, Curbs, and Gutters: provide at least 505 pounds per cubic yard cementitious materials.

B. Admixtures: complying with Section 90, “Concrete” of the Caltrans Standard Specifications

2.3 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets

B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet

C. Epoxy-Coated Welded Wire Fabric: ASTM A 884, Class A, plain steel

D. Reinforcing Bars: ASTM A615, grade 40 for #3 and smaller bars and grade 60 for #4 and larger bars

E. Galvanized Reinforcing Bars: ASTM A 767, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615, Grade 60 deformed bars.

F. Epoxy-Coated Reinforcing Bars: ASTM A 775 or ASTM A 934; with ASTM A 615, Grade 60 deformed bars.

G. Smooth Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs, with half of the dowel length lubricated to prevent bonding with the concrete, and with polyethylene cap installed on lubricated end to prevent end bearing.

H. Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.4 CURING MATERIALS

A. Curing materials conforming to “Section 90, “Concrete” of the Caltrans Standard Specifications.

2.5 EXPANSION JOINT MATERIAL

A. Premolded Joint Filler: ASTM D1751, non-extruding and bituminous type resilient filler, compatible with sealant and backer rod.

B. Sealant Backer Rod:
   1. Type: Compressible polyethylene foam rod or other flexible, permanent, durable non-absorptive material as recommended by joint sealer manufacturer for compatibility with joint sealer.

C. Expansion Joint Cap: Snap Cap by W.R. Meadows or similar.

D. Joint Sealer
   1. Type: Multi-component modified polyurethane sealant conforming to Federal Specification TT-S-00227E, designed for exterior locations subject to foot traffic.
   2. Color: Submit Samples

E. Bond Breaker: Polyethene tape as recommended by joint sealant manufacturer where bond to joint filler must be avoided for proper performance of joint sealer.

PART 3 – EXECUTION

3.1 GENERAL

A. Construct in accordance with the Standard Specifications.

3.2 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic- tired equipment to identify soft pockets and areas of excess yielding.
   1. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/4 inch shall be brought to the attention of the Geotechnical Engineer, who will pro- vide recommendations for corrective action.
C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.3 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.
B. Precautions to protect fresh concrete from developing plastic shrinkage cracks must be taken in advance of concrete placement when evaporation rate due to any combination of temperature, humidity, and wind velocity is expected to approach 0.2 lb./sq. ft./hr. as determined by Figure 2.1.5 of ACI 305.

3.4 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.5 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing mate- rials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating accord- ing to ASTM D 3963.

3.6 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
   1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
   1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
   2. Provide tie bars at sides of pavement strips where indicated.

C. Isolation (Expansion) Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
   1. Locate expansion joints as shown on the Drawings, and at a minimum:
      a. At the beginning and end of curves and at changes in direction
      b. At re-entrant corners
      c. At abutting walls, column penetrations, footings, or other structures
      d. At approximately 20 feet on center each way in plaza areas, as necessary to limit area to a maximum of 400 square feet
      e. At maximum intervals of 60 feet.
   2. Extend joint fillers full width and depth of joint.
   3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished sur- face if joint sealant is indicated.
   4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
   5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least 1-1/4 inches, or one- fourth of the concrete thickness, whichever is greater.
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface, and before the pavement develops shrinkage cracks.
   3. Locate contraction joints as shown on the Drawings, and at a minimum:
      a. At 10 feet on center maximum for curbs and cross gutters. Where concrete sidewalk occurs adjacent to curb, align curb and side- walk joints.
      b. At pavement plazas, approximately 4 feet on center each way, and as necessary to limit area to a maximum of 20 square feet.
      c. At all re-entrant corners and at changes in direction.
      d. To provide rectangles of not less than 12 nor more than 20 square feet in linear walkways

E. Dowels: Install dowel bars and support assemblies at joints where indicated and at construction joints.
   1. Expansion joint dowels: Lubricate one-half of dowel length to prevent concrete bonding to one side of joint and install polyethylene end sleeve on the lubricated end to prevent end bearing of the dowel against the concrete.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius, unless otherwise shown on the Drawings. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.7 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
C. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
D. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

E. Do not add water to fresh concrete after testing.
F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
G. Consolidate concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Con- solidate with care to prevent dislocating reinforcement, dowels, and joint devices.
H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
   1. Remove and replace concrete that has been placed for more than 15 minutes with- out being covered by top layer or use bonding agent if approved by Engineer.
I. Screed pavement surfaces with a straightedge and strike off.
J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading sur- face treatments.
K. Slip-Form Pavers: When automatic machine placement is used, submit specific mix design and laboratory test results.
   1. Produce pavement to required thickness, lines, grades, finish, and jointing as re- quired for formed pavement.
   2. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.
L. Hot and Cold Weather Placement: Comply with ACI 306.1.

3.8 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.
B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
   2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float- finished concrete surface perpendicular to line of traffic to provide a uniform, fine- line texture.
   3. All exterior walkway surfaces shall receive a slip-resistant finish at least equivalent to a medium broom finish.
   4. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
C. All exposed faces shall be finished. Faces of curbing at planter areas shall be finished to 6” below finish planter grade.

3.9 SPECIAL FINISHES

A. See Landscape Drawings

3.10 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and

bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
E. Curing Methods: Cure concrete by the moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
   1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      a. Water.
      b. Continuous water-fog spray.
      c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
   2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
   3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.11 TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:
   1. Elevation: 1/4 inch
   2. Thickness: Plus 3/8 inch, minus 1/4 inch.
   3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
   4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
   5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
   6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
   7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
   8. Joint Spacing: 3 inches.
   9. Contraction Joint Depth: Plus 1/4 inch, no minus.
   10. Joint Width: Plus 1/8 inch, no minus.
B. Comply with California Title 24 accessibility requirements regarding:
   1. Surface: slip resistant
   2. Changes in Level: 1/4 inch or less (vertical)
   3. Clear Width: complying with the minimum clear width required for the various types of facilities being constructed.
   4. Running Slope, General: less than 1:20 (5%)
   5. Running Slope, Ramps and Curb Ramps: not greater than 1:12 (8.33%)
   6. Cross-Slope: not greater than 1:48 (2%)
   7. Slope in Landings: not greater than 1:48 (2%) in any direction

C. Provide flood test of all gutters and paving. Where water ponds in excess of 1/8 inch deep or in an area greater than 2 feet in any direction, or where the drainage pattern does not conform to the intent of the Drawings, replace the gutter or pavement to the nearest joint to provide proper drainage, at no cost to the OWNER.

3.12 FIELD QUALITY CONTROL

A. Testing Agency: a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
   1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
      a. When frequency of testing will provide fewer than five compressive- strength tests for

each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39; test 1 specimen at 7 days and 2 specimens at 28 days.
    a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive- strength test value falls below specified compressive strength by more than 500 psi.
D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other re quirements have not been met, as directed by Engineer.
G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.13 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
B. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with port- land cement concrete bonded to pavement with epoxy adhesive.
C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 18 00

ATHLETIC AND RECREATIONAL SURFACING

PART 1 - GENERAL

1.01 SUMMARY

A. Furnish all labor, materials, equipment, facilities, transportation, and services to install and complete all surfacing and related work as shown on the Drawings and/ or specified herein.

B. Scope of work:

The general extent of the miscellaneous paving surfacing is shown on the Drawings and may include, but is not limited to:

1. Poured in place rubber resilient surfacing

C. Related sections can include, but may not be limited to:

1. Section 310000 - Earthwork
2. Section 321100 - Base Courses
3. Section 323300 - Site Furnishings

1.02 REFERENCES AND REGULATORY REQUIREMENTS

A. State of California Department of Transportation Standard Specifications, Current Edition

1.03 SUBMITTALS

A. Conform to Section 01330 and applicable Division One and/or Division Two specifications, General Conditions and Special Provisions.

B. Submit two (2) (unless noted otherwise) one-quart samples of the following:

1. Poured in place rubber surfacing - Contractor shall submit a 1’x1’ poured sample of each color of poured-in-place rubber resilient surfacing to be used by the Owner’s Representative for approval prior to delivery of material to the site.

1.04 QUALITY ASSURANCE

A. Materials Source: Sources of materials specified herein shall not be changed during course of work without review and written acceptance by the Owner’s Representative.

1.05 SEQUENCING AND SCHEDULING

A. Coordinate all applicable subgrade preparations, installations of base course materials and all other work with work of this section to insure a proper, timely installation.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Aggregate Base: shall be per Section 321124 - Base Courses.

2.02 Pickleball Court Surfacing:

A. Pickleball Master Surfacing System. SportMaster Sport Surfaces. Contact:
   1. Colors per plan.

PART 3 - EXECUTION

3.01 AGGREGATE BASE

A. Install as per Drawings.

3.02 POURED IN PLACE RUBBER RESILIENT SURFACING

A. Install per manufacturers specifications where shown on the Drawings.

B. Surface colors are as specified on the plans.

3.03 BONDED RUBBER SURFACING

A. Install per manufacturers specifications where shown on the Drawings.

B. Surface color are as specified on the plans.

3.04 TOLERANCES

A. Vertical deviation from specified lines, grades, and detail cross sections shall not exceed 0.04 foot for all surfacing specified in thissection.

END OF SECTION

SECTION 32 19 00

SITE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.02 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of plain Site Concrete, including where reinforced, as shown on the Drawings and as specified in this Section.

B. Related work includes but is not limited to:
   1. Earthwork and Grading
   2. Aggregate Base
   3. Site Furnishings
   4. Sports Equipment

1.03 STANDARDS AND DEFINITIONS

A. Caltrans Standard Specifications, 2025

B. Unless otherwise shown or specified all materials and methods shall conform to the appropriate current sections of the State of California, Department of Transportation Standard Specifications (Caltrans Standard Specifications) as they reasonably apply to this work, except for measurement and payment requirements.

C. Portland Cement Association, Design and Control of Concrete Mixtures, latest edition.

D. American Concrete Institute (ACI) specifications, latest editions, including:
   1. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
   2. ACI 301 Specifications for Structural Concrete
   3. ACI 302 Guide to Concrete Floor and Slab Construction
   4. ACI 304 Guide for Measuring, Mixing, Transporting and Placing Concrete
   5. ACI 318 Building Code Requirements for Structural Concrete
   6. ACI 347 Guide to Formwork for Concrete

E. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
   1. A615 Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
   2. A1064 Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
   3. C33 Specification for Concrete Aggregates
   4. C39 Test Method for Compressive Strength of Cylindrical Concrete Specimens
   5. C94 Specification for Ready-Mixed Concrete
   6. C114 Test Methods for Chemical Analysis of Hydraulic Cement
   7. C131 Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
   8. C136 Test Method for Sieve Analysis of Fine and Coarse Aggregates
   9. C143 Test Method for Slump of Hydraulic-Cement Concrete

10. C150 Specification for Portland Cement
11. C157 Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete
12. C171 Specification for Sheet Materials for Curing Concrete
13. C173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
14. C260 Specification for Air-Entraining Admixtures for Concrete
15. C309 Specification for Liquid Membrane-Forming Compounds for Curing Concrete
16. C311 Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
17. C330 Specification for Lightweight Aggregates for Structural Concrete
18. C494 Specification for Chemical Admixtures for Concrete
19. C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
20. C778 Specification for Standard Sand
21. C881 Specification for Epoxy-Resin-Base Bonding Systems for Concrete
22. C920 Specification for Elastomeric Joint Sealants
23. C979 Specification for Pigments for Integrally Colored Concrete
24. C989 Specification for Slag Cement for Use in Concrete and Mortars
25. C1240 Specification for Silica Fume Used in Cementitious Mixtures
26. C1602 Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
27. C1603 Test Method for Measurement of Solids in Water
28. D1751 Specification for Preformed Expansion Joint Filler for Concrete Paving
29. D1883 Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils

F. California Air Quality Management District (AQMD) Rule 1113 Volatile Organic Compound (VOC) Limits.

G. California Building Code (CBC), Part 2 of California Code of Regulations, Title 24: Walking surface finishes are to comply with accessibility provisions of the CBC, applicable edition.

1.04 QUALITY ASSURANCE

A. Layout Review: Stake and layout all site concrete installations for review by the Owners Representative prior to excavation.

B. Inspection: Notify the Owners Representative 24 hours prior to placement of any concrete to inspect sub-grade, forms, and reinforcement.

C. Substitutions: shotcrete / gunite will not be permitted as a substitute for cast-in-place concrete.

1.05 SUBMITTALS

A. Product data:
   1. Steel reinforcement (mill certificates). Any fiber reinforcement / expansion joint filler, metal-key joints, reinforcement / mesh chairs.

B. Concrete Mix**:** Proposed mix design of each class of concrete, indicating name of batch plant, date and # of mix design, project location, Contractor requesting delivery.
   1. Mix design: state the following:
      a. Proportions of all materials used
      b. Compressive strength in PSI at 28 days.
      c. Slump
      d. Water-cement ratio
      e. Color, if applicable
   2. Slump Test Data in support of submitted concrete mix
   3. Cylinder Report in support of submitted concrete mix

4. Strength Performance Reports per ASTM C39 and ACI 301 of submitted concrete mix
5. Sieve data / certification for coarse and fine aggregate
6. Test report / certification for cement and fly ash.
7. Admixture data.
8. Water test report for ready mix concrete.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store materials in a dry and protected location. Protect reinforcing steel, dowels, and welded wire mesh from rusting, deformation, staining, and moisture damage.

1.07 TESTS

A. Testing and analysis of concrete will be performed under provisions of Caltrans Standard Specifications Section 6-3.

B. Testing firm shall take cylinders and perform slump, compression strength, and air entrainment tests in accordance with ASTM C143, C39 and C173.
   1. Testing shall be carried out for vertical surfaces equal to or greater than 48” as measured from bottom of footing to top of wall, and for vehicular concrete subject to increased loading conditions such as stress pads.
   2. All testing shall be at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 FORMWORK AND REINFORCEMENT

A. Formwork: Steel or wood, of size and strength to resist movement during concrete placement and to retain straight, true, and to proper elevation, horizontal and vertical alignment until removed. Use forms that are straight and free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required.
   1. Form lumber: #2 or better grade wood. Do not use used form lumber.

B. Reinforcement Bars and Dowels: ASTM A615. Clean and free of paint, grease, oils, and loose rust scale. Deformed steel bars, Grade 60 for bars #5 and larger; Grade 40 minimum for bars #4 and smaller.
   1. Tie Wire: 16-gauge plain cold-drawn steel conforming to ASTM A1064, clean and free of rust, dirt, grease or oils.
   2. Supports: bolsters, chairs, dobies, spacers and other devices for spacing, supporting and fastening reinforcing bars in place.
   3. Sleeves: for doweling across expansion joints and cold joints: Sika Speed Dowel or equal, sized for round dowel diameter and length.

C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A1064 by Davis Wire Corporation or approved equal. Clean and free of paint and rust. Furnished in flat panels, not rolls.
   1. Supports: Chairs or dobies to support welded wire mesh reinforcement at half the depth of the paving.

D. Form-release: form release agent, California AQMD Rule 1113 VOC-limits compliant.

2.02 CONCRETE

A. Cementitious Materials:
   1. Portland Cement: ASTM C150. Type-II. Use single source throughout entire project.

2. Fly Ash: ASTM C618 & C311. Class C, F, or N.
    a. Source fly ash from an experienced producer, conforming to all applicable standards.
    b. At no time during the course of the project will a change of fly ash source (plant) be permitted without the prior written consent of the Owners Representative.
3. Slag: ASTM C989 if specified in the concrete mix design.

B. Coarse Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Gravel, crushed gravel, crushed rock, or combinations thereof, free from organic matter and other deleterious substances, from an approved source. Use single source throughout entire project.

C. Fine Aggregate: ASTM C33 and Caltrans Standard Specifications Section 90. Natural sand or a combination of not less than 50% natural and manufactured sand, free from deleterious coatings, roots, bark, sticks, rags, and other extraneous material. Thoroughly and uniformly washed. Use single source throughout entire project.

D. Water: ASTM C1602, clear and free from injurious amounts of oil, salts, acid, alkali, organic matter, or other deleterious substances. For ready-mix concrete water density shall be monitored with an automated device conforming to ASTM C1603.

E. Chemical Admixtures:
1. All admixtures: California AQMD Rule 1113 VOC-limits compliant
2. Air Entraining: ASTM C260. Use five percent (5%) air entrainment: Manufactured by BASF, Sika, W.R. Grace or approved equal.
3. Water Reducing / Plasticizer: ASTM C494, manufactured by BASF, Sika, W.R. Grace or approved equal.
4. Shrinkage Reducing: ASTM C494. Capable of reducing drying shrinkage up to 80% at 28 days per ASTM C157, BASF, W.R. Grace or approved equal.
5. Accelerating: ASTM C494, non-corrosive admixture manufactured by BASF, W.R. Grace or approved equal.
6. Hydration Controlling: ASTM C494, Type B, and Type D by BASF, or approved equal.
7. Calcium chloride is not permitted in the manufacture of chemical admixtures.
8. Admixtures batched, mixed and transported in accordance with ASTM C94

F. Cure: ASTM C309 Type 1, Class A&B, California AQMD Rule 1113 VOC-limits compliant, clear membrane curing compound, by W.R. Meadows, L.M. Scofield, or approved equal.
1. Do not use white liquid membrane curing compound.
2. For colored concrete, see clause on Concrete Colors in this Specification for cure-sealers that are applied to freshly placed concrete. Do not use this cure.

2.03 CONCRETE MIX DESIGN

A. Concrete mix: conform to applicable industry standards for concrete materials, admixtures, bonding materials, curing and other except as noted.
1. Concrete mixes shall be properly proportioned for yield.
2. Water / cement ratio: 0.50 max unless otherwise approved by the Owners Representative
3. Slump: maximum four (4”) inches. A tolerance of up to one (1”) inch above the maximum indicated is allowed for one batch in any five consecutive batches tested.

B. Strength: ASTM C39 designated by class based on 28-day compressive strengths when tested:
1. Class-2 (590 lbs of cementitious material per cubic yard) for curbs, walls, footings, and all above-grade structures unless otherwise noted. Minimum compressive strength of 3000 PSI at 28-days.

2. Class-3 (505 lbs of cementitious material per cubic yard) for all sidewalks, pavements, sub-pavements, and sub-slabs unless otherwise noted. Minimum compressive strength of 3000 PSI at 28-days.

C. Fly Ash: Incorporation of fly ash into the concrete mix is at the Contractor's discretion. If fly-ash is to be used in the mix, substitute up to 25% of Portland cement with fly ash for all classes of concrete, final proportions to be determined by the concrete supplier.
1. Concrete mixtures with fly ash must be properly designed for the application, and finishing procedures must be appropriately applied.

D. Slag: Incorporation of slag into the concrete mix is at the Contractor's discretion. If slag is to be used in the mix, substitute up to 25% of Portland cement with slag for all classes of concrete, final proportions to be determined by the concrete supplier.
1. Concrete mixtures containing slag cement should be proportioned according to ACI 211.1, be properly designed for the application, and finishing procedures must be appropriately applied.

E. Chemical Admixtures
1. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: do not include Air Entraining Mixtures.
2. Concrete mixes for walls and/or structures equal to and over 4'-0" in height: include Water Reducing Admixtures.
3. Chemical admixtures: at the Contractor's discretion or the mix design submitted by the concrete ready-mix supplier, with the two exceptions noted above.
4. Chemical admixtures: specified within the range of the manufacturer's recommended concentration.

2.04 CONTROL JOINTS

A. General: All adhesives, fillers, sealants: California AQMD Rule 1113 VOC-limits compliant

PART 3 - EXECUTION

3.01 JOB CONDITIONS

A. Weather Conditions: Construct concrete paving only when atmospheric temperature is above 40 degrees F., when the underlying base is dry, and when weather is not rainy.

B. Grade Control: Establish and maintain the required lines and grades, including cross-slope during construction operations.

C. Protection: Take all steps necessary not to discolor or damage existing improvements. If damage occurs, repair immediately and if repair cannot be made to the satisfaction of the Owners Representative, remove and replace at no expense to the Owner.

3.02 SITE PREPARATION

A. Verify that aggregate base preparation and elevations conform to the Project requirements and Specifications. Do not install work specified in this Section prior to acceptance of aggregate base.

B. Clear aggregate base surface of all loose or unsuitable material.

3.03 INSTALLATION

A. Form Construction: Set forms to the required grades and lines, rigidly braced and secured; work conforming to ACI 347.
   1. Construct walls and seat walls less than 18” above finish grade without form ties unless essential for stability of formwork. Align form ties horizontally and vertically.
   2. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
   3. Remove forms without damage to the placed concrete.
   4. Do not use form ties for exposed portions of sand-blasted walls and structures where the holes will be visible after the form ties are removed. Use form braces only.
   5. Install form ties and similar accessories such that all metal will be at least 1 inch from surface when forms are stripped.

B. Reinforcement: Install per the Drawings, and secure in place. Do not pour concrete prior to the inspection by the Owners Representative.
   1. Use reinforcement (rebar) chairs to ensure that bar reinforcement / welded wire mesh has the required clearance off the bottom of the slab and installed parallel to the bottom of the slab and without dents. See Drawings for recommended spacing.
   2. Install reinforcement / welded wire mesh with minimum cover as shown on the Drawings. A single cut through reinforcing materials in full depth vertical joints in paving as a means of separation is not acceptable.

C. Placement: Moisten aggregate base as required to provide a uniform, dampened condition at the time concrete is placed. Place concrete using methods which prevent segregation of the mix, with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse assemblies, reinforcement, or side forms. Use care to prevent dislocation of reinforcing, dowels, and joint devices. Deposit and spread concrete in a continuous operation between transverse joints. If interrupted for more than 1/2 hour, place a construction/cold joint.

D. Control Joints: Construct control joints true-to-line with face perpendicular to surface of the concrete, unless otherwise shown. Construct transverse joints at right angles to the centerline, unless otherwise noted. See Control Joint Types specified herein for specific guidelines.
1. Set all joints accurately to grade and straight in alignment as shown on the Drawings. Alignment shall not vary more than 1/8" in 10' length.

E. Finishing: After striking-off and consolidating concrete, smooth the surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Distribute concrete as required to remove surface irregularities, and re-float repaired areas to provide a continuous, smooth finish. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise shown. Eliminate any tool marks on concrete surface.
   1. After floating, test concrete surface for trueness - maximum 1/8" variation in 10’ length in any direction.
   2. After completion of floating and when excess moisture or surface sheet has disappeared, complete surface finishing, as specified herein.
   3. During finishing, do not apply cement to the dry concrete surface.
   4. See Concrete Finishing elsewhere in this Specification

F. Curing: Protect and cure finished concrete, conforming to applicable requirements of Caltrans Standard Specifications.

   1. Cure all concrete for at least 7 days after placing.

3.04 CONTROL JOINTS

A. General: Work under this Section to comply with ACI 302.

B. Expansion Joints: locate as shown on the Drawings.
   1. Dowels: grease both ends.
   2. Joint fillers: one-piece lengths for the full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together. Form top edge of filler to conform to top profile of concrete.

C. Construction (Cold) Joints:
   1. At old and new concrete pours. Drill the existing concrete to accept dowels and embed. Grease both ends of dowel, or epoxy end in existing concrete and grease end in new concrete.
   2. At previous day's pour and fresh pour: Grease both ends of dowel.
   3. When curb and/or gutter and pedestrian paving are poured separately, provide #3 dowels, 8" length 24" O.C.

D. Weakened Plane Joints: locate as shown on the Drawings.
   1. Pedestrian paving: construct tooled as shown on the Drawings, or as specified.
   2. Joint Width & Depth: Per Drawings. Do not exceed 3/16-inch in width.
   3. Do not end completed joints short of vertical surfaces.

3.05 CONCRETE FINISHING

A. General: finishes as specified on the Drawings. Walking surfaces including curbs: slip-resistant and comply with accessibility provisions of CBC.
   1. Prior to finishing, fill in form holes flush with concrete surface. Excludes Form Finish.
   2. Remove all imperfections and blemishes that cannot be removed by specified finish type.

B. Finish types:
   1. Broom finish - draw a stiff fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture. Texture must be true and straight across entire width of concrete slab.

3.06 REPAIR AND CLEAN-UP

A. Repair: repair or remove and replace defective work such as under-strength concrete, concrete out of line, level or plumb, or showing objectionable cracks, honeycomb, rock pockets, voids, spalling, exposed reinforcing, etc., directed by the Owners Representative and at no additional cost to the Owner. All cleaning, patching, and repairs shall be subject to approval and acceptance by the Owners Representative.
B. Protect new concrete from all construction activities for 72 hours; from construction material or equipment movement for 7 days; and from heavy vehicular movement for 28 days. Any activity on new concrete prior to 28 days is at the Contractor's discretion and risk.
C. Clean up and remove from the site all spillage, overpour, discarded forming materials, rejected work or materials, and any other refuse or debris resulting from the work. Sweep concrete and wash free of stains, discolorations, dirt and other foreign materials just prior to final inspection.
D. Disposal: Segregate surplus material and debris remaining upon completion of the work as to type, and transport from the job site and dispose of in a legal manner.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Chain-link Fencing as shown on the Drawings and as specified in this Section.
   1. The work includes but is not limited to installation of framework, fabric, gates, related hardware and accessories, and associated concrete footings.

B. Related work includes but is not limited to:
   1. Site Concrete

1.3 STANDARDS AND DEFINITIONS

A. The State of California Department of Transportation (CALTRANS) Standard Specifications, except for measurement and payment requirements.

B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
   1. A153 / A153M Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
   2. F626 Specification for Fence Fittings
   3. F1043 Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework
   4. F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

1.4 SUBMITTALS

A. Product data: include mill certificates for each size and wall thickness of pipe required for the Project.

B. Shop Drawings: of typical fence section and all gates. Show all locations, markings, quantities, materials, sizes, and shapes, and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trades.

1.5 INSPECTIONS

A. Field-welding Inspections: All field welding inspections of frames shall be per direction of the Owners Representative.

PART 2 - PRODUCTS

2.1 FABRIC

A. Chain-link, 9 GA with a uniform square mesh measuring approximately 1-3/4" between its parallel sides, woven out of galvanized Chain-link steel wire. Fabric heights as shown on the Drawings. Install one piece fabric widths.
   1. Perimeter fencing: As Shown on Drawings
   2. Fencing between court and spectator area, and between courts: As Shown on Drawings

B. Acceptable manufacturers for Chain-link mesh or approved equal:
   1. Anchor Fence Co, Inc.
   2. Master Halco, Inc.
   3. Merchants Metals.

2.2 PIPE

A. Type-I Pipe: ASTM F1083 and ASTM F1043, Group-1A, Schedule 40 steel pipe. Minimum yield strength 30,000 psi (Regular Grade). Hot-dipped galvanized zinc exterior and interior coating at 1.8 oz / ft^2. See tables for pipe sizes.

B. Type II Pipe: ASTM F1083 and ASTM F1043, Group-1C, Schedule 40, cold-rolled electric resistance steel pipe. Minimum yield strength 50,000 psi (High Strength). Hot-dipped galvanized zinc exterior and interior coating at 1.8 oz / ft^2. See tables for pipe sizes.

C. Acceptable manufacturers for pipes, or approved equal:
   1. Allied Tube and Conduit
   2. Wheatland Tube Company

D. Pipe sizes: per the tables below, unless specified otherwise in the Drawings:

Fences less than and including 6’ height

Pipe location	Nominal Dia	Outside Dia.	Type-I Weight	Type-II Weight
Line Posts	1-1/2”	1.900”	2.72 lb/ft	2.28 lb/ft
Terminal (end, corner, & pull) posts,	2”	2.375”	3.66 lb/ft	3.12 lb/ft
Top & bottom rails, braces	1-1/4”	1.660”	2.27 lb/ft	1.84 lb/ft

Fences over 6’ and less than 12’ height

Pipe location	Nominal Dia	Outside Dia.	Type-I Weight	Type-II Weight
Line Posts	2”	2.375”	3.66 lb/ft	3.12 lb/ft
Terminal (end, corner, & pull) posts,	2-1/2”	2.875”	5.80 lb/ft	4.64 lb/ft
Top, middle, & bottom rails	1-1/2”	1.900”	2.72 lb/ft	2.28 lb/ft
Braces	1-1/4”	1.660”	2.27 lb/ft	1.84 lb/ft

Fences less than and including 6’ height with Wind Screen

Pipe location	Nominal Dia	Outside Dia.	Type-I Weight	Type-II Weight
Line Posts		4.5”		
Terminal (end, corner, & pull) posts,		4.5”		
Top & bottom rails, braces		2.38”		

Fences over 6’ and less than 12’ height with Wind Screen

Pipe location	Nominal Dia	Outside Dia.	Type-I Weight	Type-II Weight
Line Posts		5.56”		
Terminal (end, corner, & pull) posts,		5.56”		
Top, middle, & bottom rails		2.38”		
Braces		2.38”		

Gates less than and including 6’ height

Swing gate up to 6’ wide: Posts	2-1/2”	2.875”	5.80 lb/ft	4.64 lb/ft
Swing gate 6’-12’ wide: Posts	3-1/2”	4.000”	9.12 lb/ft	6.56 lb/ft
Swing gate 0’-12’ wide: Frames	1-1/2”	1.900”	2.72 lb/ft	2.28 lb/ft

Gates over 6’ and less than 12’ height

Swing gate up to / incl. 6’ wide per leaf: Posts	3-1/2”	4.000”	9.12 lb/ft	6.56 lb/ft
Swing gate up to / incl. 6’ wide per leaf: Frames	1-1/2”	1.900”	2.72 lb/ft	2.28 lb/ft
Swing gate over 6’ up to / incl.12’ wide per leaf: Posts	6”	6.625”	18.99 lb/ft	n/a
Swing gate over 6’ up to / incl.12’ wide per leaf: Frames	2”	2.375”	3.66 lb/ft	3.12 lb/ft

1. 4’ wide gates into tennis courts: post outside diameter of 2.875”, and gate frame outside diameter 1.875”, nominal weights corresponding to type of steel noted herein.

2.3 FRAMEWORK

A. Posts: sufficient length to allow for installation to a depth of approximately 3'-0" below ground minimum, or as shown on Drawings if greater. See table for pipe sizes.

B. Top Rail, Bottom and Middle (Center) Rail:
   1. Install a continuous top and bottom rail for the full length. See table for pipe sizes.
   2. Fencing 8’ height and above: additionally install continuous middle rail for the full length. See table for pipe sizes.

2.4 FITTINGS

A. General: ASTM F626, galvanized iron or steel, zinc coated in accordance with ASTM A153, with zinc weights per Table I. All threaded parts: coated in the field with a vinyl base compound after installation.

B. Wire ties: 9 GA [0.148”] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 GA [0.092”] for rails and braces. Hog ring ties of 12-1/2 GA [0.0985”] for attachment of fabric to tension wire.

C. Post Tops: Weather tight pressed steel not lighter than 14 GA, wrought iron or malleable iron with openings to accommodate top rail or tension wire where required. Post tops: simple cane type without ornamentation.

D. Tension and Stretcher Bars: Hot-dip galvanized steel with minimum length 2" less than full height of fabric, minimum cross-section of 3/16" by 3/4" and minimum 1.2 ounce zinc coating per square foot of surface area. Provide one bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into posts.

E. Tension and Brace Bands: Minimum 3/4" wide hot-dip galvanized steel with minimum 1.2 ounce zinc coating per square foot of surface area.
   1. Tension Bands: Minimum 14 GA thick.
   2. Brace Bands: Minimum 12 GA thick.

F. Truss rods & Tightener: Steel rods with minimum diameter of 5/16”. Capable of withstanding a tension of minimum 2,000 lbs.

2.5 FOOTINGS

A. As shown on the Drawings and as specified in Specification Section Site Concrete.

2.6 GATES

A. General: as shown on the Drawings, joined at the corners by specially designed corner fittings, or welded at corners. See table for pipe sizes. Fill gate frame with chain-link fabric of the same gauge (GA) and finish as the fence.

B. Frame: shown on the Drawings. See table for pipe sizes. In addition:
   1. Install two truss-rods diagonally on each gate leaf unless otherwise noted.
   2. Install a middle rail on gates 6’ height and above

C. Fabric: fasten the fabric to the frame on all sides by means of fasteners and tension rods.

D. Hinges: install galvanized gate frame and gate post hinges of adequate strength for the gate size specified and to allow 180 degree swing.

E. Single gate hardware: include the following, unless otherwise noted on the Drawings:
   1. Galvanized fulcrum latch type padlocking device

F. Double gate hardware: include the following, unless otherwise noted on the Drawings:
   1. Fixed leaf: install the following:
      a. Drop rod with fork latch and lock bar.
      b. Drop rod catch in concrete base.
      c. Hold-open stop in concrete base.
   2. Free leaf: install a cane bolt, with a hold-open stop in concrete base.

2.7 ADA-COMPLIANT GATE HARDWARE /

A. Lever Handle: Locinox Gate Lock, with chain-link fence framework adapter plates, gate keeps and chain-link fabric tension bar adapter as shown on the Drawings.

B. Floor-Stop: Ives FS18L 3-1/2” floor-stop by Ives Hinges, www.iveshingers.com. Grouted into concrete.

C. Kick Plate: Minimum 16 ga kick plate both sides of gate, width to match gate and minimum 12” high or as shown on the Drawings. Material / color / finish: match that of gate.

2.8 WINDSCREEN

A. Windscreen: 6-ft or 8-ft. high 70% screen material, with fibers made of 100% UV stabilized high density polyethylene.

PART 3 - EXECUTION

3.1 FRAMEWORK

A. Space all posts in line of fence approximately 10' apart, unless otherwise noted on the Drawings. Install terminal posts at all corners and changes in direction.

B. Footings: as shown on the Drawings; if not shown then 36” deep minimum for fences 6-ft in height and lower. Excavate hole for the full depth of the post, not less than 12" in diameter.

C. Install the top rail through openings provided in the post tops and couple each length with sleeve couplings or by a 3-inch long swagged end.

3.2 FABRIC

A. Fabric: Install fabric, top and bottom selvage knuckled, and attach so that fabric remains in tension after pulling force is released. Leave approximately 2” between finish grade and bottom selvage. Attach fabric by a double wrap of fabric of wire ties to line posts, rails, braces, and tension wire spaced at intervals of maximum 16” on center.
   1. Install fabric on the inside for play courts and fields.
   2. Attach fabric on gates to the frames by means of tensions strips.

B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 16” on center.

3.3 ACCESSORIES

A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.

B. Fasteners: Install nuts on the side of the fence opposite the fabric side.

3.4 CLEAN-UP

A. Clean up debris and unused material and remove from the site.

B. Touch-up minor scratches on vinyl surface with PVC touch-up paint, color to match that of framework and fabric. Replace framework and fabric with major scratches and dents at the direction of the Owners Representative and at no additional cost to the Owner. ***VINYL FENCE ONLY***

END OF SECTION

SECTION 32 84 00

IRRIGATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of a complete and operational automatic Landscape Irrigation system as shown on the Drawings and as specified in this Section. The work includes:
   1. Trenching, excavation, backfill including base and backfill materials.
   2. Valve wiring associated with the system.
   3. Maintenance of the system during the maintenance period.
   4. Electrical wiring/conduit work associated with the controller.
   5. Removal and modification and/or relocation of existing irrigation equipment as required to complete the work.
   6. Connection to existing mains / backflow preventer.
   7. Connection to existing controller(s).

B. Related work includes but is not limited to:
   1. Planting
   2. Landscape Maintenance

1.3 CODES, STANDARDS & DEFINITIONS

A. California Model Water Efficient Landscape Ordinance (MWELO) latest revision, or applicable local Water Efficient Landscape Ordinance (WELO) latest revision, where applicable.

B. Unless otherwise shown or specified, all materials and methods shall conform to the applicable current sections of:
   1. National Sanitation Foundation (NSF) Standard 61 Drinking Water System Components
   2. California Code of Regulations (CCR) Title 24 Part 5 California Plumbing Code (CPC)
   3. California Code of Regulations (CCR) Title 24 Part 3 California Electrical Code (CEC)
   4. State of California, Department of Transportation (CALTRANS) Standard Specifications (DTSS), except for measurement and payment requirements.
   5. South Coast Air Quality Management District (SCAQMD) and / or Bay Area Air Quality Management District (BAAQMD) Rules and Regulations on Volatile Organic Compound (VOC) limits of PVC, CPVC, and ABS pipe cements, and adhesives.

C. ASTM International Standards (latest revisions) as they apply to this work and as referenced in this Specification, including related test methods:
   1. D1557 Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
   2. D1784 Specification for Rigid PVC Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds
   3. D1785 Specification for Polyvinyl Chloride Plastic Pipe, Schedules 40, 80, and 120
   4. D2241 Specification for Polyvinyl Chloride Pressure-Rated Pipe (SDR)

5. D2287 Specification for Non-rigid Vinyl Chloride Polymer, Copolymer Molding, &Extrusion Compounds
6. D2464 Specification for Threaded Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
7. D2466 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 40
8. D2467 Specification for Polyvinyl Chloride Plastic Pipe Fittings, Schedule 80
9. D2564 Specification for Solvent Cements for Polyvinyl Chloride Plastic Piping Systems
10. D2609 Specification for Plastic Insert Fittings for Polyethylene Plastic Pipe
11. D2672 Specification for Joints for IPS PVC Pipe Using Solvent Cement
12. D2737 Specification for Polyethylene (PE) Plastic Tubing
13. D2855 Standard Practice for Making Solvent-Cemented Joints with Polyvinyl Chloride Pipe and Fittings
14. D3350 Specification for Polyethylene Plastics Pipe and Fittings Materials
15. F656 Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings
16. F690 Standard Practice for Underground Installation of Thermoplastic Pressure Piping Irrigation Systems
17. F1498 Specification for Taper Pipe Threads 60° for Thermoplastic Pipe and Fittings
18. F1970 Specification for Special Engineered Fittings, Appurtenances or Valves for use in PVC or CPVC Systems

D. ANSI / AWWA Standards (latest revisions) as they apply to this work and related test methods.

E. All materials and methods shall conform to the applicable standards of the following organizations:
1. American Society of Irrigation Consultants (ASIC) Design Guidelines for Earth Grounding Electronic Equipment in Irrigation Systems
2. American Society of Mechanical Engineers (ASME) Standards
3. American Welding Society (AWS) Specifications
4. Copper Development Association: Copper Tube Handbook.
5. Manufacturers Standardization Society (MSS) Standards
6. National Electrical Manufacturers Association (NEMA) Standards
7. Underwriters Laboratories (UL) Standards

F. Relative compaction: is defined as the in-place dry density of the compacted soil divided by the laboratory compacted maximum dry density determined in accordance with ASTM D1557, expressed as a percentage.

G. Slope: as defined for installation of sub-surface drip irrigation, emitters low-flow bubblers, and tree bubblers on the uphill side of a plant or tree is any gradient in excess of 5%.

1.4 QUALITY ASSURANCE

A. Materials: All materials shall be new and of the best quality available unless otherwise specified. Manufacturer shall be clearly marked on all material, containers, or certificates of contents for inspection.

B. Codes: Install and test irrigation system in accordance with applicable codes and manufacturer's specifications

C. Guarantee: Guarantee irrigation system installation for 12-months from the date of acceptance by the Owner.

D. Warranty: All products supplied will be supplied with a 12-month warranty, unless otherwise noted.

1.5 SUBMITTALS

A. General:

1. Product data: all specified irrigation equipment, including any proposed substitutions.

B. Drawings: Irrigation As-built Drawing(s) and Valve Stationing Plan(s).

C. Close-out Documentation: As specified elsewhere in this Specification Section

1.6 REVIEWS

A. Review - Removal of and adjustments to existing valve boxes and valves and sprinkler heads and drip lines / emitters. Adjustments as needed to make final grade.

B. Review – Main-line layout, trenching, pressure-test, flushing of main-line. Valve manifold locations.

C. Review

1. Valve box inspection.

2. Sprinklers - lateral line installation including swing joints where applicable.

D. Review - Irrigation coverage. Requirements for irrigation coverage inspection are specified elsewhere in this Section.

E. Substantial Completion Review (to initiate Maintenance Period) – see Specification Section Landscape Maintenance

F. Punch-list Check – see Specification Section Landscape Maintenance.

G. Final Review (at the completion of Maintenance Period) – see Specification Section Landscape Maintenance

H. If not part of a regularly scheduled Owner-Architect-Contractor site meetings, then specifically request the above reviews at least (5) five days in advance prior to progressing with the work.

I. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

J. See Specification Sections Soil Preparation and Planting for other items to be inspected, which may be combined with these reviews.

1.7 DELIVERY, STORAGE AND HANDLING

A. General: Exercise care in loading, unloading, storage, and handling of pipe, fittings, and irrigation equipment.

B. Remove any pipe / fittings that have been cracked, dented, or otherwise damaged from the site. If installed, replace pipe / fittings with undamaged pipe / fittings as directed by the Owner's Representative at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 PLASTIC PIPE AND FITTINGS

A. Unless otherwise noted:
1. Lateral lines: Schedule-40 PVC, solvent weld joints.
2. Mainline up to 2" diameter: Schedule-40 PVC, solvent weld joints.
3. Mainline 2-1/2" – 3" diameter: Class 315 PVC SDR13.5 / SCH-40 PVC, solvent weld joints.
4. Lateral line threaded / solvent weld fittings: Schedule 40 PVC.
5. Risers, swing joints, adapters, and nipples: Schedule 80 PVC, molded thread. Machine threaded nipples will not be permitted.

6. PVC lines installed above grade and exposed to sunlight: UVR Schedule-40 Brown Solvent Weld

2.2 CEMENTS, SEALANTS, AND PRIMERS

A. Unless otherwise noted:
   1. Pipe Thread Sealant: low VOC, odor-free, grit-free, soft-setting multi-purpose sealant, Weld-On All Seal by IPS Corporation or approved equal. NSF-61 compliant. Do not use Teflon / PTFE tape.
   2. PVC cement: low VOC, high strength, heavy bodied, medium setting, solvent weld cement. ASTM D2564, NSF-61 Compliant. Weld-On 711 by IPS Corporation or approved equal. Do not use fast setting cements.
   3. Primer: low VOC, industrial strength, clear primer, ASTM F656, Weld-On P-70 by IPS Corporation or approved equal.
   4. PVC Flex-hose glue: low VOC, medium bodied, fast setting solvent cement, ASTM D2564, Weld-on 795 Flex-PVC cement or approved equal.
   5. Paint: Krylon Fusion spray paint for plastics, for PVC pipe only where approved by the Owner's Representative to be installed above grade.
   6. Ensure that cans of solvents and primers have labels intact and stamped with the date of manufacture. Do not use cans dated over 1-year old. Do not thin solvents and primers.

2.3 SAND

A. Bedding sand for irrigation mainlines:

Sieve Size:	Percent Passing:
#30 (600 um)	At least 75%
#100 (150 um)	Less than or equal to 5%

2.4 SLEEVING

A. Sleeves: As shown and/or noted on the Drawings and specified elsewhere in this Specification Section.

2.5 MARKING TAPE

A. General: Christy's 3-inch-wide detectable marking tape - blue with black text "Caution Irrigation Line Buried Below".

2.6 VALVE BOXES

A. General: Pre-cast plastic with bolt-down covers free of all cracks, chips or structural defects. Include stainless steel bolts for covers by valve box Manufacturer.
   1. Size: valve boxes as required by equipment plus adequate clearance to operate valves and remove assemblies for maintenance – unions at the ends of the assemblies should be fully accessible by hand. For drip irrigation valves, size the box so that with the filter assembly mounted sideways or pointing down as shown on the Drawings, the cover and filter insert can be easily removed for cleaning. Box size suggestions, to be verified in field:
      a. Remote control valve only: standard size box
      b. Remote control valve with shut-off valve: standard size box
   2. Rodent screen: welded wire mesh, hot-dip galvanized, size as shown on the Drawings.
   3. Color: unless otherwise noted on the Drawings: Green for turf areas. Black for shrub / groundcover / mulch areas.

B. Models / Types:
   1. Shrub / groundcover / mulch areas: Carson, Rainbird PVB Series, NDS Standard Series (Commercial) or approved equal.
   2. Turf areas: ribbed / reinforced lids capable of withstanding the loads of ride-on lawn mowers. Carson TrussT Line, Rainbird VB Series, NDS Pro Series Plus or approved equal.
   3. Vehicular paving: concrete with traffic rated lids.

C. Valve Identification (ID) Tags: Christy's Irrigation Standard size ID Tags by T.Christy Enterprises, Anaheim CA, (800)258-4583, or approved equal. Blue background for potable water, purple background for reclaimed/recycled water.
   1. For existing controllers, match the existing numbering system.

2.7 IRRIGATION EQUIPMENT

A. General: Supply and install irrigation equipment as shown on the Drawings or approved equal.

B. Ball-valves: True-union type unless otherwise noted on the Drawings.

C. See Irrigation Adjustment / Demolition Plan for removal and salvaging of existing irrigation equipment for relocation or return to the Owner as specified on the Irrigation Plan.

2.8 IRRIGATION CONTROLLER

A. Controller: Existing irrigation controller.
   1. Additional station modules to be added as indicated on the Drawings.

B. Control Wire: Type UF, 600V, copper, common ground white, UL listed for irrigation control use.
   1. Minimum wire gauge #14, use gauge appropriate to distance to account for voltage loss.
   2. PVC (polyvinyl chloride) or PE (polyethylene) insulation.
   3. Seal splices with connectors using epoxy resin or sealant; grease filled connectors not permitted: Spears DS-100 connectors with Spears DS-300 sealant, 3M Scotchlok 3570 connector sealing pack, or approved equal.

2.9 CONDUIT

A. Conduits: ASTM D1784 Sch 40 / Sch 80 Grey, made from PVC1120 Type 1, Grade 1. Sunlight resistant per UL 651, rated for use with 90º C wiring, NSF listed / certified. Glue-on PVC couplings and factory-made elbows and sweeps.
   1. Size: minimum 1" diameter or size for the conductors, whichever is greater.
   2. Install conduits minimum 18" depth in planting areas, minimum 24" depth under paving.
   3. Make couplings and connectors watertight in all runs. Utilize solvent cement of type approved by conduit manufacturer.
   4. Join conduits with approved conduit couplings with ends butted in all such cases. Ream all conduit ends to remove burrs and sharp edges.
   5. Provide adapters and locknuts where conduit is attached to metal boxes and panels.
   6. Chamfer inner edges of conduits which open into pull boxes or install bushings.
   7. Bends: free from dents or flattening, made with standard conduit elbows or conduit bent to not less than same radius. No more than 360 degrees of bend between pull boxes.
   8. Leave a 14 AWG trace wire in each empty conduit.
   9. Use Duct Seal to seal all conduit ends.

B. Conduits above grade: rigid galvanized steel.
   1. Field wrap steel conduits extending below grade with 3M Scotchrap 50, with a 50% overlap. Complete with necessary fittings for a complete watertight installation.

PART 3 - EXECUTION

3.1 GENERAL

A. Acceptance of Work: Complete site grading to specified tolerances before trenching. Verify the existing conditions on site and the removal and or reinstallation required making the grades.

B. Existing Utilities: Verify location of all on site utilities prior to trenching. Notify Owner's Representative by telephone and in writing of any conflicts prior to installation. Restore damaged utilities as directed by the Owner's Representative at no additional cost to the Owner.

C. Coordination: Coordinate trenching as required with trenching contractor as well as with any other trades affected by irrigation installation. Coordinate installation of pipe and other irrigation equipment with other existing and proposed utilities and planting locations.

D. Grading: Install all irrigation features to their finished elevation and at depths indicated.

E. Finish Grade: Unless otherwise noted, set all heads at and perpendicular to, finish grade.

F. As-Built Conditions: regularly update a print of the system and any changes made to the system throughout the project. See Valve Stationing requirements elsewhere in this Specification.

G. Unusual Conditions: Immediately notify the Owner's Representative in the event that any unusual soil conditions are encountered during irrigation trenching operations. Excavate unsuitable material encountered below the natural grade and dispose of as directed by the Owner's Representative. Unsuitable material is defined in Section 19 Earthwork Clause 1.01B of the CALTRANS Standard Specifications.

H. Hazardous Materials: In the event existing asbestos pipe is encountered and needs to be modified and/or removed, comply with the requirements of Federal (OSHA) regulations, and California Code of Regulations Title 8 (Cal/OSHA).

3.2 INSTALLATION – TRENCHING & PIPE

A. Point of Connection: below grade. Connect to existing mains and plumb remaining irrigation system.

B. Excavation:
   1. Depth – excavate trenches for mainline, sleeves, and laterals to the depth required for laying pipe or conduit, plus depth of additional bedding if required as noted below.
   2. Level bottom of trenches for a smooth flat grade, and excavate bell holes where necessary to ensure that pipe rests for entire length on smooth, solid ground.
   3. For pipes 4" dia. and less: depth of pipe and bedding as shown on the Drawings
   4. For pipes greater than 4" dia. – depth of pipe and bedding as shown on the Drawings, or 6" below bottom of pipe whichever is greater.
   5. Width – excavate trenches wide enough to provide adequate working space to align and lay pipe or to construct the trench, make up and inspect joints, and allow placing and compaction of bedding material.
      a. Maximum trench width at the top of the pipe is the pipe outside diameter plus 12-inches on each side of the pipe.
      b. Multiple pipes in a joint trench require 12-inches beyond the outermost pipes on each side.

6. Additional bedding: Should rock or other unsuitable material be encountered, excavate to 6" below bottom of pipe and replace with well tamped and compacted approved backfill material or sand before laying pipe.
7. Maintain excavations free of water while installing pipe and until backfilled.
8. Install marking tape on all sections of mainline.

C. Bedding: Install bedding upwards from the bottom of the trench to the extent shown on the Drawings.
1. Bedding material for any trench including a mainline: compacted sand as specified elsewhere in this Specification.
2. Bedding material for trenches with lateral lines and/or electrical conduits only: approved backfill material as noted below.
3. All bedding is to be compacted to the same requirements as backfill. Mechanical compaction may be necessary to achieve this required density.
4. In planting areas sand bedding may be jetted or ponded into place. If the bedding is jetted or ponded, the operation should be closely supervised and provisions should be made for the removal of excess water.

D. Backfill: Cover no joints until system has been pressure tested and approved by the Owner's Representative.
1. Backfill material: selected on-site excavated/sub-soil material, imported sandy soils, subject to prior approval by the Owner's Representative. Backfill with potentially damaging rocks and debris is not permitted.
2. When piping has been installed, tested, inspected, and approved, backfill excavations in layers not exceeding 8"(loose thickness prior to compaction). Moisten and machine tamp as required.
3. Planting areas including mulch only areas:
    a. Below the top 6-inches: backfill material as specified
    b. In the top 6-inches, use on-site adjacent near surface soils and remove all rocks and clods over 1 cubic inch, as well as all construction aggregates and construction gravel. In turf areas, remove all rocks over ½ cubic inch.
    c. Condition backfill at time of compaction to 1% to 3% above the optimum moisture content of the soil, and compact each lift to minimum 85% relative compaction for the full depth of the trench, with the exception of slopes greater than 3:1 or engineered embankments which require 90% relative compaction below the top 6-inches of soil.
    d. At existing planting areas maintain upper layer of backfill as uniform as possible with upper stratum of existing soils. Restore the ground to the pre-construction condition.
4. Paving areas:
    a. Backfill material as specified or aggregate base matching that under paving.
    b. Condition backfill at time of compaction, to 1% to 3% above the optimum moisture content of the soil, and compact each lift to minimum 90% relative compaction.
    c. At existing paving areas, restore the paving to the pre-construction condition.
5. After backfilling, remove surplus soil from the Owner's property and dispose of legally or as directed by the Owner's Representative.

E. Pipe: pipes shown parallel on the Plan may be installed in a common trench. Where required, snake pipe from side to side when trench exceeds 30 feet in length.
1. Install pipes in planting areas including those shown schematically adjacent or parallel to such areas.
2. Install all changes in depth of pipe using 45-degree fittings.
3. Any plastic pipe permitted to be installed above grade by the Owner's Representative will be painted to protect the plastic from UV.

F. Check Valve: On sloped sites, install in-line check-valves in sloped lateral / supply lines as required to prevent low sprinkler head / drip emitter / tree bubbler drainage.
   1. This may be omitted only on a circuit(s) where all sprinkler heads / drip emitters / tree bubblers have built-in check valves that can prevent low-head drainage up to an elevation greater than that of the circuit(s).

G. Sleeves: install sleeves for all wiring and irrigation lines to be placed (with ends clearly marked above grade) under driveways and walks prior to their construction.
   1. Install sleeves minimum 24” under paving.
   2. Extend sleeves a minimum of 12-inches into planting areas.
   3. Install all wiring in a separate sleeve.
   4. Install temporary PVC caps to prevent intrusion of earth/debris prior to installation of pipes / wire.
   5. For longer lengths of sleeve (> 15’-20’) with multiple pipes, consider installing pipes along with sleeve and connecting later.
   6. Install removable non-decaying plugs, expanding insulation foam, grout, or equal, at ends of sleeves and conduits to prevent entrance of earth and roots.

H. Fabrication: Install all manifolds in a neat and orderly manner, for ease in maintenance operations. Install manifolds to allow valve boxes to be parallel to each other and to adjacent walls, walks, and curbs. Cuts and joints shall be free of burrs, smooth and minimum in quantity.

I. Flushing of System: After installation of pipes and risers, but before installation of sprinkler heads, tree bubblers, and/or drip irrigation emitters, thoroughly flush the system to remove any foreign material in the pipes.
   1. Flush the system in the presence of the Owner’s Representative.
   2. Flush mainline and sprinkler portions of the system using full water main pressure.
   3. Flush drip irrigation filters prior to flushing downstream drip irrigation using drip system design pressure.
   4. Flush downstream drip irrigation via flush ports using drip system design pressure.
   5. After flushing, backfill and settle soil. Rake smooth to match surrounding grade.
   6. Flush out the existing mainline by operating one of the existing quick couplers downstream of the new valve installation, prior to operating any portion of the system again.

3.3 INSTALLATION – EQUIPMENT

A. General: Install irrigation equipment as shown on the Drawings

B. Valve Boxes: Install valve boxes so that the top of box is ½” above finish grade in turf areas and 1-½” above finish grade in mulched areas. Install valve box assembly in ground cover / shrub and not in hard paved areas. Install in lawn area only if groundcover does not exist adjacent to lawn.
   1. Install valve box so that it does not rest on or touch the pipe or equipment in any way.
   2. Label valve box lids with the valve station number / ID# using a weather resistant method. Plastic valve box lids may be labeled using a branding tool / branding iron.
   3. Install a Valve ID tag, with the valve station number clearly marked with weatherproof method, to each remote control valve, attached by means of a weatherproof tie.

3.4 CONTROL WIRE

A. General: Install control wire in pipe trenches wherever practical. Install wire below or level with the bottom of adjacent pipes. Install wire inside conduits as specified in this section where pipes are not available.
   1. Bundle wire and tape to pipe every 10 feet. Size conduits or sleeve required based on control wires as specified herein.

2. Enclose wiring above finish grade in steel conduit.
3. Use a different color for control wires and the common wire.
4. One solenoid valve per station unless otherwise indicated on the Drawings or with prior approval of the Owner's Representative.
5. Test all wiring for continuity, open circuits and unintentional grounding prior to connecting.

B. Splices: seal with direct bury connectors as specified in this section.
1. Install wire splices in valve boxes, locations as approved by the Owner's Representative. Install traffic rated boxes in vehicular areas.

C. Additional wire:
1. Pull control wire for unused stations as noted on the Drawings.
2. Pull control wire and common to each stub-out as shown on the Drawings. Minimum one control wire and common if not indicated on the Drawings.
3. Provide 24" excess wiring in each valve box / pull box and in the nearest project valve box at 100-ft intervals on wire runs of greater than 100-ft. Neatly coil in valve box or pull box.

D. Existing Wire: Project has existing control wires installed to existing valves in working condition. Test each station from the controller in the presence of the Owner's representative, to verify connection to each valve, prior to starting work.
1. Should any of the existing wire connections appear to be not working, inform the Owner's Representative in writing.
2. New valves, if shown in locations different from existing valves, will require additional control wire, spliced as specified elsewhere in this Section.

3.5 AS-BUILT DRAWING(S)

A. As-built Drawing: Provide the Owner's Representative with as-built mark-ups of the most current irrigation drawings, to reflect changes to the irrigation system layout, including:
1. Markups are to be neat and legible, as determined by the Owner's Representative.
a. Use only red color and one font size and type for all markups.
b. Use arrows as needed to avoid overlapping information.
2. Irrigation Equipment:
a. Point of connection, isolation valves, filter, pressure regulator, master valve & flow sensor as applicable.
b. Remote control valve locations and renumbering if applicable.
c. Isolation valve, quick couplers, and stub-out locations as applicable.
d. Valve boxes for intermediate control wire splices.
e. Dimensionally locate all the above irrigation equipment with at least two measurements from surface features such as pavements, fences and buildings.
3. Main-lines. Dimensionally locate each direction of mainline with one offset measurement from a surface feature. Changes to alignment from the Drawings must be drawn in.
4. Lateral lines. Draw changes accurately or provide one offset measurement similar to main-lines.
5. Record all final changes before trenches are backfilled.
6. Include 'AS-BUILT DRAWINGS' with Contractor name and date, preferably in the title block area of the drawing, otherwise on an area of the drawing that does not have information below it.
7. Submit completed as-bult mark-ups digitally to the Owner's Representative for review and approval.
a. After approval, if required by the Owner's Representative, then submit to the Owner's landscape maintenance agency for approval.
8. As-built Drawing(s) are to be prepared to the satisfaction of the Owner's Representative and at no additional cost to the Owner.

3.6 VALVE STATIONING PLAN(S)

A. Valve-stationing Plan (Irrigation Zone Plan):
   1. Prepare plan neatly in color using software capable of annotating PDF documents. Hand colored mark-ups will not be accepted.
      a. On any one sheet, use different colors for each valve zone.
   2. Larger OR non-contiguous sites may require multiple sheets for clarity as determined by the Owner's Representative.'
   3. New Systems: Clearly label and sequence stations according to the assigned valve identification numbers shown on the approved As-built / Record ***SELECT ONE*** Drawings and color code the corresponding valve zones.
      a. In case valve sequencing needs to be changed for ease in maintenance operations, verify changes in advance with the Owner's Representative.
   4. Existing System Modifications: Obtain clear copies of the existing Irrigation Drawings or existing Valve Stationing Plans and mark-up as required to reflect changes.
   5. Use a separate color for each valve zone. Use colors that will show up in printed form. Do not use solid color fills that mask the irrigation information below – use hatch patterns or use transparent (25%-35%) fills.
   6. Tree zones can be shown by coloring the lateral lines supplying tree bubblers. Use appropriate graphics to visually separate tree zones from other zones or provide the tree zones on a separate sheet.
   7. Include 'IRRIGATION CONTROLLER CHART' with Contractor name and date, preferably in the title block area of the drawing, otherwise on an area of the drawing that does not have information below it.
   8. Submit completed valve-stationing plan digitally to the Owner's Representative for review and approval.
      a. After approval, if required by the Owner's Representative, then submit to the Owner's landscape maintenance agency for approval.
   9. Valve-stationing plan(s) are to be prepared to the satisfaction of the Owner's Representative and at no additional cost to the Owner.

3.7 PRESSURE TEST

A. General:
   1. Pressure test all main lines as noted below.
   2. Pressure test all lateral supply lines (non-pressurized) with joints under paving.
   3. Notify the Owner's Representative a minimum of two (2) working days prior to pressure test.
   4. Furnish all equipment and temporary connections required for tests at no additional cost to the Owner.
   5. Exercise caution in filling the system to prevent excessive surge pressure and water hammer.
   6. Test pipe subject to continuous water pressure (pressure lines) at 125 lbs. of hydrostatic pressure for two hours with a maximum 5 PSI drop.
   7. Repair any leaks, if necessary, and re-test.
   8. Have the Owner's Representative visually inspect the pressure gauge at the start and end of the test period, without which the test will not be approved.

B. Closing in Un-inspected Work: Pay all costs necessitated by requiring opening, restoration and correction of all work closed in or concealed before inspection, testing as required and approval by Owner's Representative. Notify Owner's Representative 48 hours in advance of required testing.

3.8 IRRIGATION COVERAGE

A. Inspection of irrigation coverage shall take place during the Intermediate Review, as specified herein.
   1. In the presence of the Owner's Representative, perform a coverage and operation test to determine if the system is fully operational.
      a. For turf areas, schedule this inspection at least two days before any sod or seed is delivered to site, to provide time for adjustments if necessary.
   2. Sprinkler Irrigation: Prior to planting adjust all heads for arc, radius, riser height, and distribution for uniform and optimum coverage of planting areas and eliminate overspray onto paved surfaces and structures. Such adjustments are to include nozzle changes, respacing of heads without additional cost to the Owner.
   3. Carry out corrections including those described above and obtain complete and adequate coverage in all irrigated areas at no additional cost to the Owner.

3.9 HARDWARE

A. See Specification Section Landscape Maintenance for items to be handed over to the Owner at the in-service meeting.

3.10 CLOSE-OUT DOCUMENTATION

A. General: Submit prior to the Final Review, close-out documentation in electronic PDF form.
   1. If the Owner requests, submit the documents and drawings additionally as hard-copies in a 3-ring binder, in the order noted above.

B. Package-1 / Submittal Contents:
   1. Cover page with Contractor's name, address, and phone number on each sheet, or in the case of multiple drawing sheets, a separate cover page with this information is acceptable.
   2. Drawings
      a. Approved As-built Drawing(s)
      b. Approved Valve Stationing Plan(s). Unlocked copy of the PDF for future use by the Owner.

C. See Specification Sections Irrigation Control System and Landscape Maintenance for other items to be included in the Close-out documentation.

D. The Final Review will not be considered complete until the Close-out Documentation has been reviewed and approved by the Owner's Representative.

3.11 IN-CONTROLLER DOCUMENTATION

A. Provide (1) 11"x17" laminated copy of each Valve Stationing Plan(s) inside each controller.

3.12 CLEAN-UP

A. Keep the project area clean on a daily basis, removing debris from the site.

END OF SECTION

END OF SECTION

SECTION 32 91 13

SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for Soil Preparation of planting areas as shown on the Drawings and as specified in this Section. The work includes installation of amendments including compost, fertilizers, finish grading and plant pit backfill.

B. Related work includes but is not limited to:
   1. Site Clearing
   2. Demolition
   3. Earthwork and Grading
   4. Planting

1.3 STANDARDS AND DEFINITIONS

A. Finish Grade: is defined as the finished top surface of the soil after all grading and soil preparation activities, and prior to installation of hydroseed, sod, or mulch.

B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:

   1. C602 Specification for Agricultural Liming Materials

C. California Code of Regulations (CCR) Title 14 (Natural Resources) § (Sections) 17852 & 17896.2 for definitions related to compost, composting processes, and composting facilities.

1.4 QUALITY ASSURANCE

A. Compost: supplied by a producer who participates in the U.S. Composting Council's Standard Testing Assurance (STA) program.

B. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.

1.5 SUBMITTALS

A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.

   1. Amendments, fertilizers, and chemicals

B. Compost Certification:

   1. SB1383 Compliant / Eligible compost – from compost supplier / vendor.

   2. Proof of purchase of SB1383 compliant compost. Receipt / invoice should state the client / project name, address for delivery, and quantity (yards or tons).

C. Samples: to be approved by the Owners Representative before the material is delivered to the site.

1. 1-quart bag of Compost. Waived if a pre-approved supplier is used. See section on Soil Amendments.

D. Testing - General: Provide samples, as specified herein, to an agricultural soil testing laboratory approved by the Owner's Representative, referred to herein as the Test Lab, unless delivered to the site in original, unopened containers, each bearing the manufacturer guaranteed analysis.

1. Pre-approved Test Labs include:

a. Waypoint Analytical 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777

b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116

c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422

2. The Owners Representative reserves the right to reject the analysis from an alternate soil Test Lab without prior approval.

3. Do not deliver any soil or amendment to the site without approval of test results by the Owner's Representative.

4. Pay for all testing fees from the Test Lab for all tests specified herein.

E. Soil Testing – Minimum requirements:

1. Waypoint Analytical A05-2 complete analysis or approved equal. Test report is to include:

a. complete chemical analysis, including pH, ECe, soil fertility, in tabular form

b. complete soil texture analysis in tabular form, USDA classification

c. Organic content %

d. Lab based estimated infiltration rate

e. A recommendations summary

F. Testing – Existing Soil:

1. Sampling - after rough grading operations and prior to finish grading operations or at least 3 weeks before, but no more than 12 weeks before proposed planting operations, take (1) sample of soil in planting areas indicated on the Drawings, from 0"-12" deep.

2. Initial Report – Forward the composite soil samples to the Test Lab for testing and their recommendations as to exact amendments and fertilizers to be used in planting.

a. Note the proposed planting types specific to the project – turf and bioswale area

1) If each composite sample is for a different type of planting, each set of recommendations is to reference that planting type.

3. Updated Report: Send the approved Compost Test and the approved Imported Topsoil test if applicable, to the Test Lab.

a. Revised amendment and fertilizer recommendations are to be:

1) Specific to the approved compost. Reference the compost test report by test number / sample ID and testing date.

2) Specific to the proposed mixture of Imported Topsoil if applicable and existing soil. Reference the Imported Topsoil Test report by test number / sample ID and testing date.

G. Testing – Compost: Provide, along with a sample, latest analysis of compost / bulk organic materials by the Test Lab for verification of conformance to this Specification.

1. Analysis is to be carried out / reported no more than 12 weeks prior to the date of compost installation, not the start of the project.
2. US Composting Council technical data sheets for compost are not sufficient as a submittal – the complete analysis on the dated letterhead of the laboratory is required, plus pages which fully interpret the results.
3. Analysis is to conform to physical and chemical properties specified herein.
4. Since compost is a natural material whose chemical properties changes with time, initial approval may be conditional; final approval to be based on updated Test Lab report with recommendations for existing soil including proportion of the approved compost, additional amendments, and watering / leaching.

H. Documentation for all amendments, fertilizers, and chemicals, delivered to the Site for the Project. These may be in the form of:

1. Delivery tags, or clear photographs of delivery tags.
    a. For fertilizers and chemicals, these should clearly indicate the project address, and the product(s) by name and NPK designation in case of fertilizers.
    b. For compost, these should clearly indicate the project address, and the delivered material corresponding to the approved compost test report number or specific compost name.
2. Photographs of sealed chemicals and fertilizer bags delivered to the site. These should clearly show the product name and NPK designation in case of fertilizers.
3. Provide a written calculation, using a square foot or cubic yard basis, indicating how the quantities of amendments delivered to the site were arrived at.

1.6 REVIEWS

A. Specifically request at least (2) two days in advance the following review prior to progressing with the work:
1. Soil Preparation Review – completion of site grading, amendment / fertilizer depths, finish grade.
2. Planting Pit Review – open planting pits for all trees and plants and showing width of backfill areas and soil pedestal at bottom of pits.
    a. At the discretion of the Owner's Representative, this inspection may be reduced to one or more representative pits for each size of planting.
3. See Specification Sections Irrigation and Planting for other items to be inspected, which may be combined with these reviews.
4. The Soil Preparation and Planting Pit reviews may be carried out at the same time. The review(s) will be conducted only after all items pertaining to the review(s) as noted above and in related Sections have been completed.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated, making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.1 EXISTING SITE SOIL

A. Existing Topsoil: The top layer of existing soil in planting areas, containing minerals and organic materials including humus, and completely free of weeds, roots, rocks/clods over 1 cubic inch and other objectionable material. Depth of topsoil shall be taken to be 4-6 inches deep or as determined by the Owners Representative at the time of construction after clearing and grubbing.
   1. At turf areas topsoil starts below the grass root zone.
   2. At unpaved / planting areas other than turf, topsoil starts below the mulch and organic matter layer.
   3. Soil underneath paving and aggregate base areas will not be considered as existing topsoil.

B. Sub-soil: The remaining existing soil on the site after clearing & grubbing, after topsoil has been removed, and after all rocks over 1 cubic inch and all foreign debris and organic material have been removed and/or the engineered fill on the site after completion of rough grading operations.
   1. Soil under paving and aggregate base areas may be considered as subsoil provided contamination testing as specified elsewhere in this section indicates that it is free of contaminants that are harmful to plant growth.

2.2 FERTILIZER

A. Soil amendment fertilizer: commercial fertilizer, 16-6-8 (N-P-K) uniform pellet. For bidding purposes only, exact fertilizer type and quantity to be determined by Test Lab analysis.

B. Plant fertilizer: commercial fertilizer packets / tablets, two-year controlled-release 20-10-05 (N-P-K). Best Tabs by Simplot Professional Products, Agriform by The Scotts Company, or equal.

2.3 SOIL AMENDMENTS

A. Compost: nitrogen stabilized organic compost produced only from landscape / yard trimmings, grass clippings, food scraps or agricultural residues.
   1. Nitrified bark, nitrified sawdust, wood-based soil conditioners will not be permitted.
   2. Compost is to be produced from recovered organic waste and suitable for landscape maintenance, renovation, or construction.
      a. Compost is to be produced through the controlled biological decomposition of organic solid wastes that are separated at source from the municipal solid waste stream, or which are separated at a centralized facility.
      b. Compost must be produced at a permitted compostable material handling operation or a large volume in-vessel digestion facility that composts on-site.
   3. Compost is to have a dark brown color, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot upon delivery or rewetting.
   4. Compost gradation:

Sieve Size	Percent Passing
3/8 inch (9.5 mm)	100%
1/4 inch (6.25 mm)	At least 95%
#8 (2.36 mm)	At least 60%
#16 (1.18 mm)	20% - 70%
#32 (500 um)	0% - 30%

B. Compost Chemistry – Suitability Considerations
   1. Nitrogen (dry weight basis): 0.4 to 0.6%

2. Iron (minimum): 0.08%
3. Organic content: above 17%
4. Carbon-Nitrogen Ratio: below 25
5. pH: below 8.0
6. Salinity (ECe): a numerical value such that when combined with the existing site soil at a use rate determined by the Test Lab Analysis, the salinity of the amended soil / backfill mix shall not exceed 4.0 dS/m (mmhos/cm).

C. Compost pre-approved suppliers – no physical sample is required. The test is still required as described elsewhere in this Specification:
1. L.H. Voss Materials, Concord, CA
2. Lyngso Garden Materials, San Carlos, CA
3. TMT Enterprises, San Jose, CA
4. Vision Recycling, Fremont, CA
5. Zanker Road Resource Management (Z-Best), Gilroy, CA

D. Gypsum (if required by existing soils test): agricultural grade, OMRI listed.
1. Cal-Sul Pelletized Gypsum by North Pacific, Portland OR
2. Ultra Fine AG Gypsum by Western Mining & Minerals
3. Approved equal.

E. Sulfur (if required by existing soils test): granular degradable sulfur product, Tiger 90CR Organic 0-0-0-90 Sulfur by TigerSul.com, or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

A. Limits and Grades: Prior to commencing soil preparation operations request a review by the Owner's Representative to verify rough grading work including elevations completed to date and verify specified limits of soil preparation work to commence.
1. Do not accept rough earthwork elevations if after soil preparation the finished grades will not meet the elevation criteria noted elsewhere in this Specification.

B. Finish-grade all non-hardscape areas to round the top and toe of all slopes, providing natural contouring to integrate newly graded areas with the existing topography.

C. Finish grade all non-hardscape areas to smoothly integrate areas undergoing grading and/or soil preparation with the existing grades.

D. Protect concrete from any sulfate-based fertilizers that may be specified from soils analysis to avoid staining. Replace any concrete damaged from amendment placement at no additional cost to the Owner.

3.2 TOPSOIL

A. The term 'topsoil' as used in this section refers to stockpiled Existing Topsoil and/or Imported Topsoil if necessary or if specified as required to achieve finished grades. Refer to the clauses on Existing Site Soil and Imported Topsoil elsewhere in this Specification.
1. If both stockpiled Existing Topsoil and Imported Topsoil are present at the Project site, then blend the two thoroughly prior to placement unless otherwise noted.
2. For the top 4-inches of topsoil to be installed, screen stockpiled Existing Topsoil to remove clods over 1 cubic inch prior to blending.

3.3 SOIL PREPARATION SCHEDULE

Planting Type	Topsoil Minimum Cultivation Depth	Imported Topsoil (min compacted depth)	Amendments (compost)	Amendments (gypsum, sulfur)	Commercial Fertilizers
Turf & Bioswale Area s (Sod / Seed)	10-inches	None	6 CY / 1000 sf (*)	50 lbs / 1000 sf (*)	12 lbs / 1000 sf (*)

(*) For bidding purposes only, exact amendment / fertilizer type and quantity to be determined by Test Lab analysis.

(**) Test Lab may recommend compost and amendments to improve soil texture and address alkalinity for native grass and restoration areas. Lab recommendations supersede this table.

3.4 SOIL PREPARATION

A. Graded / Restored Areas:
   1. For areas to be graded or that have been disturbed by construction that are to be planted, install topsoil across the entire such areas to produce the final finish grade requirement as shown on the Drawings, minimum depth of topsoil as noted in the Soil Preparation Schedule in this Specification section
      a. Excavated subsoil that is amended cannot be used as a substitute for topsoil.
      b. Graded / restored in-place surface soils that are amended per the recommendations of the Soils Report can be proposed in lieu of topsoil placement.

B. Cross-ripping:
   1. For graded / restored areas to be planted, cross-rip the sub-grade to the minimum depth specified in the Soil Preparation Schedule. Add water if necessary and continue ripping or cultivation until the entire specified depth is loose and friable.
      a. Cross-ripping includes areas in between tree and plant pits unless otherwise noted on the Drawings.
      b. Bring topsoil to a smooth, even grade and settle the soil with water as needed and re-grade high/low areas in accordance with paragraph "Finish Grading" in this Specification.

3.5 AMENDMENT PLACEMENT

A. See Soil Preparation Schedule in this Specification for requirements, adjustments to the bidding formula to be determined by Owner's Representative based on the Test Lab analysis and provided to the Contractor in writing.

   1. Upon completion of cross-ripping apply the amendments / fertilizers as described in the Soil Preparation Schedule and blend to a depth of 6-inches.

B. Uniformly spread and incorporated the materials to obtain a homogeneously blended soil, 6-inches in depth unless otherwise noted. See comments on watering.

   Plant pits: Use soil which has been amended in the above manner as the backfill mix around the sides of the root balls.

1. Plant pit sizes: as shown on the Drawings, which take precedence over the recommendations of the Existing Soils Report. If not shown on the Drawings, then follow the Existing Soils Report.

2. Plant pits in paved areas are to extend to the edge of the planter opening in all directions unless otherwise noted on the Drawings.

C. Watering: Apply water to planting areas including turf areas to thoroughly mix in amendments and fertilizers immediately after amending soil, and a minimum of 24-hours prior to planting, unless rain is forecast for that period.

1. If the Testing lab recommends adding amendments to lower alkalinity / pH values, then apply at least half (1/2) inch of water over all planting areas.

2. For drip-irrigated areas, manually apply water by hose-end spray attachments, impact sprinklers on stands or lawn oscillating sprinklers.

3. Connect hose pipes to quick couplers or hose bibs. If neither is available or the main line has not been pressurized, use a portable lawn sprinkler pump connected to a water tank.

4. The cost of watering to mix in amendments is at no additional cost to the Owner.

D. Finish grade all planting areas smoothly and uniformly, including those indicated to be only mulched on the Drawings, with the exception of areas under tree canopies..

1. In all planting areas including mulch-only areas, remove all rocks and clods over 1 cubic inch, as well as all construction aggregates and construction gravel.

2. In turf and bioswale areas, remove all rocks over ½ cubic inch.

3. Repair all erosion damage during the construction period.

E. Unless otherwise shown on the Drawings, all soil finished grades after watering and / or natural settlement shall be 1-inch maximum below finish surface of pavements, curbs, mow bands, utility pads and utility box rims.

1. For existing planting areas being replanted use stockpiled topsoil and/or import topsoil if required to meet the finish grade, at no additional cost to the Owner.

3.6 PLANT FERTILIZER

A. Apply additional fertilizer to all container stock, in the form of commercial fertilizer packets / tablets at the rate of: ***DELETE ROWS WITH LARGER SIZES IF NOT PART OF PROJECT***

Container size	**Fertilizer Packets / Tablets**
Up to and including 1 gal	one (1)
Up to and including 3 gal	two (2)
5-gal	three (3)
15-gal	nine (9)
24" box & larger	twelve (12)

1. Space the packets / tablets evenly around the ball halfway up backfill touching side of root ball.
2. The additional fertilizer requirement is independent of the recommendations of the Test Lab Report(s).
3. Plant fertilizer requirement includes plants planted in bioretention areas.

3.7 CLEAN UP

A. After completion of all soil preparation operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

END OF SECTION

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BIORETENTION SOIL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General: Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for supply, preparation and installation of Bioretention Soil Mix in storm water treatment measures as shown on the Drawings and as specified in this Section.

1.3 STANDARDS

A. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
   1. C33 / C33M Specification for Concrete Aggregates
   2. D422 Standard Test Method for Particle Size Analysis of Soils

1.4 SUBMITTALS

A. Samples: Provide one-quart samples each of compost, mulch, and mixed Bioretention Soil to the ARCHITECT for review.

B. Certification, signed and dated, from the soil supplier that the Bioretention Soil Mix meets the requirements of this specification.
   1. Certification shall include, as included at the end of this Specification:
      a. Supplier Analysis of Bioretention Soil Mix
      b. Lab Analysis OR supplier/quarry sieve analysis of Sand Component of Bioretention Soil Mix
      c. Lab Analysis of Compost Component of Bioretention Soil Mix
      d. Supplier Analysis of Compost Component of Bioretention Soil Mix

C. Compost Testing: Laboratory (Lab) analysis for Compost Component noted above shall be performed by either:
   1. Pre-approved Lab – Soil Control Lab, 42 Hangar Way, Watsonville, CA 95076, (831)724-5422
   2. A Lab that is enrolled in the US Composting Council Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). Lab qualifications shall include:
      a. Address, phone number, email address.
      b. Qualifications of Lab personnel
      c. Date of current certification by STA, ASTM, or approved equal.
   3. Quality analysis results for compost performed by an independent STA Program approved lab in accordance with US Composting Council's Seal of Testing Assurance (STA) standards. Samples are to be taken using the STA sample collection protocol. (Sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans

Memorial Highway, Suite 275, Holbrook, NY 11741, (631) 737-4931 www.compostingcouncil.org).

4. Organic content test results of mixed Bioretention Soil: Organic content test shall be performed in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On Ignition Organic Matter Method".
5. Tests must be conducted within 120 calendar days prior to the installation date of Bioretention Soil Mix in the Project site.
6. Use of an alternate soil testing lab without prior approval shall be cause for rejection of the submitted analysis.
7. Contractor shall pay for all testing fees from the Lab for all tests specified herein.
8. No material shall be delivered to the site until the ARCHITECT approves the material.

D. Other Testing: Laboratory analysis for Bioretention Soil Mix texture and amendments if required shall be performed by:
   1. Soil Control Lab, 42 Hangar Way, Watsonville, CA 95076, (831)724-5422
   2. Waypoint Analytical (formerly Soil & Plant Laboratory) 1101 S. South Winchester Blvd., Suite G173, San Jose, CA 95128, (408) 727-0330 or prior approved equal.
   3. Use of an alternate soil testing lab without prior approval shall be cause for rejection of the submitted analysis.

E. No material shall be delivered to the site until the ARCHITECT approves the material.

F. Contractor shall pay for all testing fees from the Testing Lab for all tests specified herein.

1.5 REVIEWS

A. See Specification Section Soil Preparation.

PART 2 - PRODUCTS

2.1 BIORETENTION SOIL

A. General: Bioretention soil shall be sufficiently permeable to achieve a long-term (life of the facility) in-place infiltration rate of minimum 5 inches per hour. Bioretention Soil Mix shall also have sufficient moisture and nutrients to support healthy vegetation.

B. Composition: Bioretention Soil Mix shall be a mixture of 60%-70% sand, and 30%-40% compost, measured on a volume basis.
   1. Bioretention Soil Mix may be prepared on site, or Contractor may elect to provide it pre-mixed to the Project.

C. Approved Suppliers of pre-mixed Bioretention Soil: pre-approval shall not release the compost supplier from complying with this Specification including submittal requirements.
   1. “Bio-Treatment Soil Mix”, L.H.Voss Materials, Dublin, CA, (925) 676-7910
   2. “Z-Best Bio Soil Mix”, Greenwaste, San Jose, CA (408) 586-9292
   3. Prior-approved Equal

D. Depth: Bioretention Soil Mix shall be minimum 24” (twenty-four inches) depth unless otherwise noted on the Drawings.

2.2 SAND

A. General: Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

B. Grain size / texture: Sand shall be analyzed in accordance with ASTM D422 and meet the following gradation below. All sands complying with ASTM C33 for fine aggregate comply with these gradation requirements.

Sieve Size Percent Passing (by weight)

	Min	*Max*
3/8"	100%	100%
No.4	90%	100%
No.8	70%	100%
No.16	40%	95%
No.30	15%	70%
No.40	5%	55%
No.100	0%	15%
No.200	0%	5%

2.3 COMPOST

A. General: Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials. Compost shall not include manure or bio-solids.
   1. Compost shall meet the standards developed by the US Composting Council (USCC). The material shall be certified through the USCC Seal of Testing Assurance (STA) Program.

B. Approved Products: pre-approval shall not release the compost supplier from complying with this Specification including submittal requirements.
   1. **"Z-Best Organic Compost", Greenwaste, San Jose, CA (408) 586-9292**
   2. **Keith Day Company dba Gabilan Ag, Salinas, CA, (831) 970-0486**
   3. **Prior-approved Equal**

C. Feedstock Materials shall be specified by the compost supplier and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.

D. Quality Analysis: Lab report shall verify the following:
   1. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
      a. Total Nitrogen content 0.9% or above preferred.
      b. Boron: Total shall be < 80 ppm; Soluble shall be < 2.5 ppm
   2. Moisture Content shall be between 30% - 55% of dry solids.
   3. pH shall be between 6.5 and 8. May vary per requirements of plant species.
   4. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard (18.5 – 40.7 lbs/cu.ft)
   5. Salinity (electrical conductivity): Must be reported; < 6.0 mmhos/cm
   6. Organic Matter Content: 35% - 75% by dry wt.
   7. Carbon and Nitrogen Ratio: C:N >15:1 and < 25:1
   8. Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or re-wetting is not acceptable. In addition, <u>any one</u> of the following is required to indicate stability:
      a. Oxygen Test < 1.3 02 /unit TS /hr

b. Specific oxy. Test < 1.5 02/ unit BVS /
c. Respiration test < 8 C / unit VS / day
d. Dewar test < 20 Temp. rise (Celsius)
e. Solvita® > 5 Index value

9. Toxicity: anyone of the following measures is sufficient to indicate non-toxicity. a. NH4- : N03-N < 3
   a. Ammonium < 500 ppm, dry basis
   b. Seed Germination > 80 % of control
   c. Plant Trials > 80% of control
   d. Solvita® > 5 Index value
10. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
11. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
12. Trace Contaminants/Metals (Lead, Mercury, Etc.): must pass US EPA, 40 CFR 503 regulations.

E. Weed seed/pathogen destruction: Compost supplier shall provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

F. Compost shall be analyzed in accordance with ASTM D422 or as approved by local agency, and meet the gradation below:

Sieve Size	**Percent Passing (by weight)**	
	Min	*Max*
1-inch	99%	100%
1/2-inch	90%	100%
1/4-inch	40%	90%
No.200	1%	10%

2.4 MULCH

A. Mulch shall be aged mulch / compost mulch.

B. Mulch shall be pathogen free / weed free as specified for compost above, free of inorganic impurities, and shall have a dark brown color and semi-fine texture.

C. Approved Suppliers: pre-approval shall not release the supplier from complying with this Specification including submittal requirements.
1. “Z-Best Organic Bioretention Mulch”, Greenwaste, 705 Los Esteros Road, San Jose, CA 95134, (408) 586-9292, https://www.greenwaste.com/products/bay-area/organic-bioretention-mulch
2. “Midnight Mulch”, Vision Recycling, 41900 Boscell Road, Fremont, CA 94538, (510) 429-1300, https://www.visionrecycling.com/wp-content/uploads/2020/09/Midnight-Mulch.pdf
3. Other pre-approved equal

2.5 DRAIN ROCK

A. Filter Course:
1. Class 2 Permeable Material per Caltrans Standard Specifications

B. Drain rock shall be washed to remove fines, prior to delivery to the site. Drain rock observed on site with fines will be rejected.

PART 3 - EXECUTION

3.1 GENERAL

A. Prevent compaction of native soils in the Bioretention facility. Delineate the facility area as outside the limit of disturbance and keep construction traffic off. Protect soils with fencing, plywood, etc.

B. Verify that Bioretention materials meet this specification prior to delivery.

C. Install the permeable aggregate drainage layer and perforated pipe under drain as shown on the Drawings, or if by other sub-contractor, then verify that installation of the drainage layer and perforated pipe under drain is correct prior to placing Bioretention Soil Mix.

D. Limits and Grades: Prior to installing prepared Bioretention Soil, request a review by the ARCHITECT to verify grading work completed to date and verify specified limits of Bioretention Soil Mix.

E. If mixing bioretention media onsite, use an adjacent impervious area or on plastic sheeting to prevent contamination by other materials and soil.

3.2 TEMPORARY CONTROLS

A. As first order of work, provide the ARCHITECT with a construction schedule outlining the proposed construction sequence and demonstrating compliance with these specifications. Proper scheduling is the primary method used to protect the bioretention pond from damage and contamination during construction.

B. Request and obtain the ARCHITECT's approval prior to commencing pond excavation.

C. Pond excavation shall commence after April 15 and the pond shall be completed (including installation of mulch, cobble, planting and irrigation, as applicable) prior to October 15 of the same year. If pond excavation needs to occur between October 15 and April 15, the work shall commence when there is no rain forecast, and the permeable material, Bioretention Soil Mix and mulch shall be installed a maximum of 15 working days after initiation of pond excavation.

D. Deploy temporary BMPs to prevent loose soil, such as from adjacent grading, stockpiles, or trench spoils, from entering the pond during construction.

E. During active pond construction there should be a clear and level area around the pond, free of spoils and stockpiled soil.

F. Provide temporary silt fence or temporary geotextile cover after the Bioretention Soil Mix has been installed, to avoid contaminating the Bioretention Soil Mix with site soil during construction of adjacent improvements.

G. Perform pond maintenance during construction until contract acceptance. This includes removal of sediment, trash and debris which are deposited in the ponds during construction.

H. Remove all trash, debris and accumulated sediment from within the pond immediately prior to contract acceptance, to the satisfaction of the ARCHITECT. If a significant amount of sediment

entered the pond during construction, the ARCHITECT may require removal and replacement of the affected area of mulch and may also require removal and replacement of any contaminated Bioretention Soil Mix.

3.3 BIORETENTION SOIL PLACEMENT

A. Do not excavate, place soils, or amend soils during wet or saturated conditions.

B. If required, or as determined by the Engineer, rip or scarify the bottom soils to promote greater infiltration or excavate any sediment that may have built up during construction.

C. Place Bioretention Soil Mix in 12" lifts with machinery operated adjacent to, and not in, the Bioretention facility. If working within the facility, avoid over compaction of the soil, using light weight, low ground-contact pressure equipment.

D. Allow Bioretention Soil lifts to settle naturally and achieve 83%-87% relative compaction. The method to achieve required compaction shall be approved by the ARCHITECT before the Bioretention Soil Mix is installed.
   1. Bioretention Soil Mix may alternatively be compacted by lightly watering until soils are just saturated. Allow for extra time to let soils dry between each lift. Note that Bioretention Soil Mix cannot be worked when saturated.

E. After all lifts are placed, wait a few days to check for settlement, and add additional material as needed.

F. Verify Bioretention Soil Mix elevations before applying mulch or installing plants.

G. All Bioretention Soil Mix areas shall have a top layer of mulch with the exception of hydroseeded areas. See Specification Section Landscape Planting for mulch thickness.

3.4 FINISH GRADING

A. See Specification Section Soil Preparation for finish grade requirements if Bioretention Soil Mix is part of, or adjacent to, planting areas.

END OF SECTION

SECTION 32 93 03

PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

1.2 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the provision and installation of plant materials as shown on the Drawings and as specified in this Section.

B. Related work includes but is not limited to:
   1. Soil Preparation
   2. Irrigation
   3. Landscape Maintenance

1.3 CODES, STANDARDS & DEFINITIONS

A. California Model Water Efficient Landscape Ordinance (MWELO) latest revision, or applicable local Water Efficient Landscape Ordinance (WELO) latest revision, where applicable.

B. Applicable ASTM International Standards (latest revisions) as they apply to this work and related test methods, including:
   1. D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension

1.4 QUALITY ASSURANCE

A. Quality: Minimum quality of all plant material shall unless otherwise indicated conform to:
   1. ANSI Z60.1-2004 American Standard for Nursery Stock, Sponsored by the American Nursery and Landscape Association (ANLA)
   2. Prevailing published specifications of the California Association of Nurserymen.
   3. Additional standards as indicated on the Drawings and as specified herein.

B. Fertilizers: Comply with the requirements of the Fertilizing Materials Inspection Program of the California Department of Food and Agriculture.

C. Guarantee: Any plant material, within twelve (12) months following the final acceptance of the project, determined by the Owners Representative to be defective, restricted, declining or otherwise deficient due to abnormal root growth, shall be replaced to the equal condition of the adjacent plants, at the time of replacement.

1.5 SUBMITTALS

A. Product Data: to be approved by the Owners Representative before the material is delivered to the site.
   1. Plant List Summary certifying species / size of plant material ordered, the nursery supplier(s).
      a. Note any plant material not available and proposed substitutions to be reviewed.

2. Nursery photographs of plant species. Submit these no more than 12 weeks prior to planting at the Project Site. Photographs should be current at the time and reflect the actual plant stock to be purchased and planted.
    a. Photographs should be sharp and capable of being enlarged to examine branching and leafing patterns; clear and without any other vegetation / trees in the background.
    b. With each photograph, note the species, container size, and the nursery supplier; in case of multiple nursery locations note the specific location of the nursery supplying the plants.
    c. All trees – note the height range from the ground when planted (soil level inside the container) and spread range.
    d. Standard form trees - note the minimum branching height from the ground when planted (soil level inside the container)/
    e. 36-inch box and larger trees – photographs must include a red/white ranging pole so that branching height can be assessed.
    f. Photographs that do not conform to the above guidelines are liable to be rejected by the Owner's Representative.
    g. Deciduous species – bare branch photographs are subject to further approval once leaves have grown.
    h. Approval of photographs only constitutes approval of the portion of the plant above ground; root balls and container soil levels are subject to approval after delivery to site as described elsewhere in this Specification.
3. All associated planting products and accessories specified in this Section and shown on the Drawings, including fertilizers / chemicals /sod.

B. Sod soils texture analysis: by an agricultural soil testing laboratory approved by the Owners Representative, referred to herein as the "Testing Lab".
1. Pre-approved Testing Labs include:
    a. Waypoint Analytical, 4741 E Hunter Ave Suite A, Anaheim, CA 92807, (714)282-8777
    b. Wallace Laboratories LLC, 365 Coral Circle, El Segundo, CA 90245, (310) 615-0116
    c. Soil Control Lab, 42 Hangar Way, Watsonville CA 95076, (831) 724-5422
    d. Approved Equal
2. Analysis shall not be more than three months old at the time of delivery of the sod to the site.
3. Soil texture analysis is to note percent of gravel, sand, silt, and clay, and indicate USDA soil classification. Soil agricultural suitability analysis is to indicate pH, salinity (ECe), and sodium absorption ration (SAR).
4. Sod soils texture analysis not conforming to the requirements noted above will be rejected.
5. Do not deliver any sod to the site without approval by the Owners Representative.
6. The Owner's Representative reserves the right to take a separate sample of the sod soil on-site and send to the Testing Lab for analysis
7. Remove and replace sod not matching the approved soils texture analysis with approved sod at no additional expense to the Owner.

1.6 REVIEWS

A. Review(s) - plant material approval.
1. Plants - allow a minimum of two (2) plants and maximum of 5% of the quantity of plants of each species for removal from containers and inspection of root balls.
2. Trees – allow a minimum of one (1) and maximum of three (3) of the quantity of trees of each species for removal from containers in case of 15-gallon specimens, and opening of the side of the containers in case of 24" and larger box sizes, for inspection of root balls.
3. Root systems and container soil levels not complying with the requirements as described elsewhere in these Specifications may be rejected by the Owner's Representative.

B. Review(s) – plant layout / locations:
   1. Locate the plants on top of the soil at locations per the Drawings. Make on-site adjustments as directed by the Owner's Representative.
   2. The Owner's Representative may choose to combine this review with that of plant material i.e. review the plant material in their proposed planting locations.

C. Substantial Completion Review (to initiate Maintenance Period) – all planting areas including turf and bioswale areas. See Specification Section Landscape Maintenance.

D. Final Review (at the completion of Maintenance Period) - all planting areas including turf and bioswale areas, including all punch-list items identified at Substantial Completion Review. See Specification Section Landscape Maintenance.

E. If not part of a regularly scheduled Owner-Architect-Contractor site meetings, then specifically request the above reviews at least (5) five days in advance prior to progressing with the work.

F. Each review will be conducted only after all items pertaining to that review as noted above and in related Sections have been completed.

G. See Specification Sections Irrigation and Soil Preparation for other items to be inspected, which may be combined with these reviews.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver fertilizers and manufactured amendments to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Materials in broken containers or which become caked or contaminated making them unsuitable for use will not be accepted and are to be removed from the site.

PART 2 - PRODUCTS

2.1 GENERAL

A. Nomenclature and Labels: Plant botanical names conform to "Standardized Plant Names," second edition, and secondly, "A Checklist of Woody Ornamental Plants of California, "Manual 32, University of California. Deliver all plants of each clone, species, and cultivar to the site labeled with their full botanical name. Label every plant species with no less than one label for every ten plants of a species.

B. Quantities: The quantities shown on the plant list and in labels are for the use of the Owners Representative use and are not to be construed as the complete and accurate limits of the Contract. Furnish and install all plants shown schematically on the Drawings.

C. Health: Foliage, roots and stems of all plants shall be of vigorous health and normal habit of growth for its species. All plants shall be free of all diseases, insect stages, burns or disfiguring characteristics.

D. Untrue Species: All plant material, within 12-months following the final acceptance of the Project, determined by the Owner to be untrue to the species, clone, and/or variety specified, shall be replaced to the equal condition of adjacent plants at the time of replacement.

2.2 FERTILIZER

A. 15-15-15 (N-P-K) Commercial Fertilizer, uniform pellet.

1. The requirements above are for bidding purposes only, exact fertilizer types per Testing Lab analysis.

2.3 CHEMICALS

A. General: Insecticides, fungicides, herbicides registered with the California Department of Pesticide Regulation (DPR), approved by the local agency with jurisdiction over the project, and as recommended by a Pest Control Operator licensed in the State of California.
   1. Pre-emergent herbicides: (granular form only) Treflan, Ronstar, or approved equal. Note: these products are stated by their manufacturers to be harmful to aquatic life and are not permitted to be used on areas draining directly to aquatic / riparian areas.
   2. Post-emergent herbicides:
      a. 2,4-D based selective herbicide, Speedzone or approved equal. Turflon or approved equal for lawn areas only. Note: these products are stated by their manufacturers to be harmful / toxic to aquatic life and are not permitted to be used on areas draining directly to aquatic / riparian areas.
      b. Rodeo or approved equal. This herbicide is permitted to be used in aquatic / riparian areas per the manufacturer's instructions. It is a non-selective herbicide so only spot-treatment with extreme care is permitted.
      c. Organic oil-based herbicide, Weed Zap by J.H.Biotech Inc, or approved equal, for bioretention areas.

2.4 TURF SEED

A. Minimum 95% purity and 85% germination certified by the California Crop Improvement Association. Inert matter not to exceed 5.0% nor weed content 0.2% with no noxious weeds. Pre-treat all seed with "Thiram " or a similar pre-emergent fungus preventive.

B. Pre-approved Seed Supplier: Pacific Coast Seed, 1880 N. MacArthur Dr. Tracy CA 95376, (925) 373-441, www.pcseed.com

C. Seed mix: 90% turf type dwarf fescue, 10% bluegrass. Cultivars suitable to project locale.

2.5 TURF & BIOSWALE SOD

A. Sod: grown from high quality seed in soil treated with appropriate State and Federal agency approved pesticides, fungicides, and herbicides and regularly inspected by the State in accordance with "State of California Regulations for Nursery Inspection ".
   1. For projects existing sandy or sandy loam soils, sod is to be grown in fields with a sandy loam soil containing a minimum of 65% sand. Clay or clay loam soils are not be acceptable.
   2. For projects with existing clay or clay loam soils, sod is to be grown in peat soils, unless otherwise requested by the Owner.
   3. Well-developed root structure sufficiently mature so that it will hold together when held by one end of the roll.
   4. Yellowing, brown, diseased, dried, or pest infested sod will be rejected.
   5. Soil thickness: 1/4 inch to 5/8-inch-thick excluding top growth and thatch.
   6. Size of rolls or slabs: consistent to the supplier's standard length and width and is not to vary by more than 2% in either dimension.
   7. See submittal requirements for sod soil as specified elsewhere in this Specification.

B. Dwarf fescue and bluegrass blend. Pre-approved suppliers:
   1. Dwarf Enduro Sod, by Greenfields Turf, Greenfield, CA (800) 673-3058, www.greenfieldsturf.com
   2. Elite Plus Sod, by A-G Sod Farms, Stockton, CA (800) 588-6882, www.agsod.com

3. Approved equal.

C. Bioswale Sod: As shown on the Drawings

2.06 TREE RINGS

A. Tree ring: 14 gauge steel, 2-piece construction, commercial tree ring by Colmet, Garland TX, (800)829-8225 www.colmet.com.
   1. Size: 4' diameter
   2. Color: black

PART 3 - EXECUTION

3.01 GENERAL

B. Plant Material Approvals: Before planting operations commence, review all plant material with the Owners Representative. Remove defective plants from the site and substitute acceptable material in its place. The review does not accept defective plants which may be installed.

C. Layout: Lay out only those plants to be planted in any single day. Review locations of all plants prior to planting. Plants installed without this review may have be relocated and replanted as directed by the Owners Representative.

D. Protection of Plants: Maintain all plant material in a healthy growing condition prior to and during planting operation. Contractor shall be responsible for vandalism, theft, and damage to plant material until commencement of the maintenance period.

E. Pruning: Do not prune without specific authorization of the Owners Representative. Replace plants pruned without authorization if directed by the Owners Representative.

3.02 CHEMICALS

F. General: Verify compatibility, dosage and other application procedures with the manufacturers. All chemicals shall be applied by a Pest Control Operator licensed in the State of California.

G. Pre-emergent herbicides: After planting and prior to installation of mulch, treat all planting areas and mulch-only areas if proposed, for weed control with pre-emergent herbicide, as recommended by the manufacturer.
   1. For drip irrigation areas and non-irrigated mulch-only areas, manually water granular herbicides into the soil soils using impact sprinklers or hose-end sprinklers.

H. Post-emergent herbicides, insecticides, and fungicides: at the Contractor's discretion, to provide the weed free condition specified, and as approved by the Owners Representative.

I. Include copies of documentation of pesticide and herbicide applications, countersigned by the Owner's Representative, as part of Close-out Documentation – see Specification Section Landscape Maintenance.

3.03 FERTILIZER

J. Turf and Bioswale Areas - Apply Commercial Fertilizer at 5 pounds per 1,000 square feet to all turf areas 30 days after planting. Schedule re-application at 45-day intervals until completion of Landscape Maintenance.

1. The requirements above are for bidding purposes only, exact application rates per Testing Lab analysis.

K. Include copies of documentation of fertilizer applications, countersigned by the Owner as apart of Close-out Documentation – see Specification Section Landscape Maintenance.

3.04 SILT SEED INSTALLATION AT EXISTING TURF AREAS

L. Install seeding with a slit seeder. Apply seed separately at a total mixture of 10 lbs. per 1,000 SF.

M. Slit seed bluegrass in two directions—North/South; East/West at a total rate of 2 lbs./1,000 SF (1 lb. per 1,000 SF each direction). Wait for germination and grass to break the surface prior to seeding rye grass. Upon completion of slit/drill seeding, drag the field to break up clumps.

N. Once bluegrass has germinated, broadcast rye grass in two directions diagonally to the bluegrass, or in northwest/ southwest, northeast/ southeast directions. Broadcast SF the total rate of 8 lbs per 1000 SF, or 4 lbs each direction per 1000 SF.

3.05 SOD INSTALLATION AT EDGES OF PAVEMENT AND TRENCHES

A. The installation specifications below prevail over the sod grower's installation specifications, unless otherwise noted.

B. Grading / Soil Preparation: Finish grade to smooth, even surface, allowing for sod thickness at pavement and other structures to leave the sod flush to the finish grade of adjacent surfaces and with existing adjacent sod areas where present.

C. Lightly roll the soil surface so that it is sufficiently firm to resist impressions over 1/4 inch deep. Water the top 6-8 inches of soil until this zone has an optimum moisture content for root growth.

D. Fertilization: Follow Existing Soils Report recommendations for amendments and fertilization.

E. Storage: Protect sod from wind and sun exposure during storage, with a maximum storage period of twenty-four hours.

F. Installation: Lay sod in rows with staggered ends neatly and tightly butted on all edges. Remove harvesting netting upon installation. No overlap, gaps, ripples, or other uneven placement will be accepted. Lightly roll sod after installation to insure optimum contact with the soil. Cut and trim sod around structures with sharp tools and carefully fit the panels so the final appearance is a continuous bed of turf with no gaps at the edges.

G. Establishment Watering / Mowing: Follow sod grower's specifications.

H. Rolling: Allow the field sod to grow for a minimum of two weeks before rolling. Roll both in length and width.

3.06 TREE RING

A. Install metal tree rings per manufacturer's instructions and approved submittals. Locate as shown and verify tree positions in the field; notify Landscape Architect of conflicts. Excavate and prepare a firm, level subgrade. Set rings flush with adjacent finished grade unless noted otherwise. Assemble and secure components to form a rigid, continuous ring. install plumb and concentric around tree trunks, maintaining uniform clearance for growth. Backfill and compact to provide stable support without deformation. Coordinate with adjacent paving for proper alignment and finish. Protect from damage and replace defective units prior to Substantial Completion.

3.07 MAINTENANCE

A. See Specification Section Landscape Maintenance

3.08 CLEAN UP

A. After completion of all planting operations, remove all trash, excess soil and other debris. Sweep and wash clean all walks, walls, and pavement. Leave the entire area in a neat, orderly condition.

END OF SECTION

SECTION 33 40 00

STORM DRAINAGE UTILITIES

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:

1. Storm drain pipe and fittings
2. Manholes, cleanouts, inlets, and other appurtenances

1.02 RELATED REQUIREMENTS

A. Section 017123 – Field Engineering

B. Section 310000 – Earthwork

C. Latest Edition California Building Standards Code (CBSC)

1.03 REFERENCES

A. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

1.04 SUBMITTALS

A. Submit testing results for proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.

B. Submit samples of proposed bedding, backfill and drain rock to the GEOTECHNICAL ENGINEER at least 2 weeks prior to proposed use.

C. Submit manufacturer cut sheets for piping and appurtenances.

D. Submit concrete mix design and shop drawings for any cast-in-place concrete structures proposed.

PART 2 – PRODUCTS

2.01 BEDDING AND BACKFILL

A. Pipe bedding and backfill: As shown on the Plans.

2.02 PLASTIC PIPE

A. SDR 26 PVC.

2.03 PERFORATED PIPE

A. Perforated Pipe: As shown on Plans.

B. Perforation pattern: As shown on the Plans.

2.04 CONCRETE DRAINAGE STRUCTURES

A. Manholes: As shown on Plans.

B. Catch Basins: As shown on Plans.

C. Cast in place concrete and precast concrete drain inlets shall conform to Section 51, "Concrete Structures", Section 52 "Reinforcement", Section 70 "Miscellaneous Facilities", Section 75 "Miscellaneous Metal" of the Standard Specifications, and these Specifications.

D. Precast members shall conform to section 70-1.02h, "Precast Concrete Structures", of the standard specifications.

E. Concrete drainage inlets shall be precast or cast-in-place units conforming to the details shown on the plans.

F. Concrete manholes shall be precast units conforming to ASTM C 478 and the details shown on the plans.

G. Precast unit joints shall be sealed with preformed butyl rubber joint sealant conforming to ASTM C-990.

H. Plastic pipe connections to concrete structures shall be fitted with a flexible, watertight elastomeric gasket conforming to ASTM C-923 (for PVC pipe), or ASTM F-2510 (for HDPE Type 'S' pipe).

I. The flow line of drain inlets, whether precast or cast in place, shall be formed in the field to provide a smooth flow line with bench at the pipe spring line. The invert paving thickness in precast structures shall be at least 3" below the bottom of the lowest pipe.

J. Structures, grates, and covers shall be H-20 load rated if located in vehicular areas, and pedestrian load rated otherwise.

K. Cast in place concrete structures shall conform to Section 51-7, “Minor Structures” of the Standard Specifications and to the dimensions on the Drawings. Contractor shop drawings shall be required for approval for any cast-in-place concrete.

L. ADA-compliant grates shall have less than 1/2" clear between bars, and the openings shall be aligned perpendicular to the path of travel. All grates within pedestrian areas shall be ADA-compliant.

2.05 CLEANOUTS AND OVERFLOW STRUCTURES

A. Cleanouts and Overflow Structures: As shown on Plans.

B. Materials for cleanouts shall be in accordance with the California Plumbing Code and the details on the Construction Drawings. Cleanout risers shall be of the same material as the storm drain line.

2.06 DRAIN ROCK

A. As shown on Plans.

2.07 ACCESSORIES

A. Provide warning tape as specified in Section 312333 – Trenching

PART 3 – EXECUTION

3.01 GENERAL

A. All work shall be in accordance with:

1. The California Plumbing Code
2. Product manufacturer's recommendations
3. ASTM D 2421

3.02 PIPE INSTALLATION

A. Lay each length of pipe on a firm bed with a true bearing for its entire length between bell holes. Excavate holes of only sufficient size to accommodate the bell at each joint location. Adjust line and grade by scraping away, filling in and tamping the earth to provide true grade to fit the barrel of the pipe. No wedging or blocking up of the pipe will be permitted. The trench and bell holes shall be kept free from water during the laying of the pipe.

B. All dirt and foreign matter shall be removed from the pipe interior prior to installation and all joints shall be thoroughly cleaned before joining.

C. Plug open ends of pipe when construction is not underway.

D. Lay pipe upgrade with bell end forward, unless specifically shown otherwise.

E. After making each joint, rigidly secure the pipe in place by backfilling to the top of the pipe at the center. Keep fill clear of bell hole so it does not interfere with the next jointing operation.

F. Install pipe in accordance with the manufacturer's instructions. Place pipe within the installation areas at least 24 hours prior to installation to permit temperature equalization.

G. Pipe ends shall be cut squarely, reamed and deburred inside and out. Clean pipe ends and bells of dirt, grease and other foreign materials prior to making the joint.

3.03 CLEANING

A. After installation and prior to any testing, the inside of the pipe shall be thoroughly cleaned of all dirt, loose scale, sand and other foreign material. Cleaning shall be by flushing with water or balling as appropriate for the size and type of pipe.

3.04 PERMANENT PLUGS

A. Clean interior contact surfaces of all pipes to be cut off or abandoned. Construct a concrete plug in the end of all pipe 18 inches or less in diameter.

B. Minimum length of concrete plugs shall be 8 inches. For pipe 21 inches and larger, the plugs may be constructed of common brick or concrete block.

C. The exposed face of block or brick shall be plastered with mortar. All plugs shall be watertight and capable of withstanding all internal and external pressures without leakage.

3.05 DRAINAGE STRUCTURES

A. General: Set rim or cover elevations to specified grades utilizing a minimum of two grade rings (or extensions) at top of drainage structure to facilitate potential elevation adjustments in the future.

B. Catch Basins: Install as shown in the Drawings and as follows:

1. Excavate as required.

2. Set on firm, unyielding base. Set on compacted select backfill material if directed by Owner's Representative.

3. Prefabricated units not having a bottom shall be set on a poured-in-place concrete slab with smooth trowel finish. Mortar and properly seal unit to slab, making a watertight connection.

4. Install pipe inlets and outlets to specified elevations. Grout and/or seal all joints to a watertight condition with material per manufacturer's recommendation.

3.06 CLEANOUTS

A. Select backfill shall not be contaminated with site soil and shall be protected during construction. No amendments or rototilling shall occur in or above these lines.

B. Install as shown in the Drawings.

3.07 TRENCHING

A. Perform trenching in accordance with the Plans.

3.08 PIPE COVER

A. Pipes which are located within vehicular traffic areas and with less than 24" of cover measured from the top of pipe to the finished pavement grade shall be backfilled with minimum 2,500 psi concrete to at least 6" above the top of pipe. Pipe shall be adequately restrained to prevent floatation or movement during backfilling.

3.09 TESTING

A. Following placement and compaction of backfill, and prior to the placement of permanent concrete or pavement, storm drains shall be cleaned and videoed to verify that the pipeline is free from obstructions (deflections, joint offsets, lateral pipe intrusions, etc.).

END OF SECTION

Appendix A

Geotechnical Data

Project No. E9528-04-01
January 22, 2026

City of Gilroy
7351 Rosanna Street
Gilroy, California 95020

Attention: Mr. Shaun Wright

Subject: LAS ANIMAS VETERANS PARK PICKLEBALL COURT
400 MANTELLI DRIVE
GILROY, CALIFORNIA
LIMITED GEOTECHNCIAL INVESTIGATION

Reference: Plans: *Las Animas Veterans Pickleball Improvements,* prepared by City of Gilroy, dated December 31, 2025

Dear Mr. Wright:

In accordance with your request and authorization, we have prepared this correspondence to present the results of our recent subsurface exploration and borehole percolation testing for a proposed pickleball court at Las Animas Veterans Park in Gilroy. Additionally, a borehole percolation test was performed at San Ysidro Park. Per the City's requested scope of services, the borehole percolation testing was performed to provide information for the design of project stormwater treatment systems by others. Provided herein are a summary of our field exploration and testing, and geotechnical recommendations for new sports court pavement at Los Animas Veterans Park.

Subsurface exploration and borehole percolation testing were performed at the locations shown on the attached Site Plans (Figure 1 and Figure 2). The borings for percolation testing were excavated with a 3-inch-diameter hand auger to depths ranging from 4.5 to 6 feet. The boreholes were fitted with a 2-inch-diameter slotted PVC pipe and the annular space was packed with gravel. Boreholes were pre-saturated immediately after excavation and percolation test trials were completed with potable water the same day of or the following day. Percolation rates from our testing are presented in the attached Figures 3 and 4. We recommend a factor of safety of at least 2 be applied to account for variability in subgrade soils.

Our subsurface exploration at Las Animas Veterans Park included a hand auger boring to a depth of approximately four feet and a Dynamic Cone Penetrometer (DCP) test to a depth of approximately 6 ½ feet. Logs for the DCP and hand auger boring are attached. Selected soil samples from our hand auger boring were subjected to laboratory testing for gradation (fines content) and Atterberg Limits. Lab results are included on the boring log.

Our hand auger boring encountered lean clay with variable amounts of gravel to a depth of approximately 3 ½ feet with clayey sands noted below. The clays encountered should be considered expansive as defined by 2025 California Building Code. The recommendations of this report assume subgrade soils at the proposed sports court will comprise engineered fills derived from the onsite soils.

SPORTS COURT GRADING

All clearing operations and earthwork (including over-excavation, scarification, and recompaction) should be observed and all fills tested for recommended compaction and moisture content by representatives of Geocon.

Pad preparation should commence with the removal of all existing improvements from the area to be developed/graded. All active or inactive utilities within the construction area should be protected, relocated, or abandoned. Any pipelines to be abandoned should be removed. Excavations or depressions resulting from demolition and site clearing operations, or other existing excavations or depressions, should be restored with engineered fill in accordance with the recommendations of this report. Geocon representatives should observe site conditions after demolition and site clearing; supplemental recommendations may be provided in the field.

After the removal of existing improvements, soils in the sports court pad should be over-excavated to a depth of at least one foot below proposed subgrade. The resultant bottom should then be scarified to a depth of approximately 8 to 12 inches, moisture conditioned to at least 2% above optimum moisture and recompacted to at least 90% relative compaction. Although not expected, deeper over-excavations will be necessary if artificial fill materials or soft soils are present at over-excavation bottom.

In general, over-excavated materials may be used for new engineered fill provided they do not contain deleterious matter, organic material, or cementations larger than 3 inches in maximum dimension. Over-excavations and the exposed bottom surfaces and bottom processing should be observed by our representatives. Supplemental recommendations may be provided based on site conditions during grading.

If grading commences in winter or spring, or in periods of precipitation, excavated and in-place soils may be wet. Earthwork contractors should be aware of potential compaction/workability difficulties. The most effective site preparation alternatives will depend on site conditions prior to and during grading operations; we should evaluate site conditions at those times and provide supplemental recommendations, if necessary. It has been our experience that existing landscaping and pavement subgrade can be wet and require drying in order to achieve suitable compaction.

All structural fill and backfill should be placed in layers no thicker than 8 inches in loose thickness. Fill soils should be placed and compacted to at least 90% relative compaction to at least 2% above optimum moisture content (near optimum where predominantly sands or gravels). Fill areas with in-place density tests showing moisture contents less than those recommended will require additional moisture conditioning prior to placing additional fill. Subgrade moisture content should be maintained until the overlying pavement section is constructed.

SPORTS COURT PAVEMENT

We understand the preferred pavement alternatives for the pickleball court are asphalt over aggregate base and conventionally-reinforced concrete over aggregate base. We recommend the following sections.

TABLE 1
SPORTS COURT PAVEMENT RECOMMENDATIONS

Location	Alternative #1		Alternative #2	
	AC Thickness (inches)	AB Thickness (inches)	PCC Thickness (inches)	AB Thickness (inches)
Pickleball Court	3	8	4	8

Notes: The recommended flexible pavement sections are based on the following assumptions:
1. AB: Class 2 AB meeting the requirements of Section 26 of the latest Caltrans Standard Specifications.
2. AC: Asphalt concrete conforming to local agency standards or Section 39 of the latest Caltrans Standard Specifications.
3. PCC: Portland cement concrete reinforced with No. 3 rebar at 18 inches on-center, each way, positioned at the midpoint of the slab, and a minimum 28-day compressive strength of 3,000 pounds per square inch.

In lieu of specific recommendations from the civil engineer, we recommend that crack control joints be spaced at intervals not greater than 8 feet for 4-inch-thick PCC slabs. Crack control joints should extend a minimum depth of one-fourth the slab thickness and should be constructed using saw-cuts or other methods as soon as practical after concrete placement.

The performance of pavements is highly dependent upon providing positive surface drainage away from the edge of pavements. Ponding of water on or adjacent to the pavement can result in saturation of the subgrade materials and subsequent cracking, subsidence and pavement distress. Since the new court will be adjacent to landscape areas, it is recommended that a perimeter curb or similar moisture cut-off be extended at least 6 inches below the bottom of the aggregate base to minimize the introduction of water beneath the court pavement.

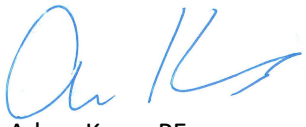
Our professional services were performed in accordance with generally accepted engineering principles and practices used in this area at this time. We make no warranty, express or implied. Please contact the undersigned with any questions or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.







Shane Rodacker, GE
Senior Engineer

Adam Knox, PE
Project Engineer

(1/e-mail) Addressee

Attachments: Site Plans
Boring Log
Borehole Percolation Test Results
DCP Log



GEOCON CONSULTANTS, INC.
6671 BRISA STREET – LIVERMORE, CA 94550
PHONE 925.371.5900 – FAX 925.371.5915

SITE PLAN

Project: Las Animas Veterans Park Pickleball Court
Location: Gilroy, California
Project No. E9528-04-01

FIGURE 1



GEOCON CONSULTANTS, INC.
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PHONE 925.371.5900 – FAX 925.371.5915

SITE PLAN

Project: Las Animas Veterans Park Pickleball Court
Location: Gilroy, California
Project No. E9528-04-01

FIGURE 2

SOIL BORING NUMBER: B1

PROJECT NAME Las Animas Veterans Park Pickleball Court
PROJECT NUMBER E9528-04-01
DATE STARTED 01/19/2026 **COMPLETED** 01/19/2026
LATITUDE / LONGITUDE 37.0218, -121.5818
CONTRACTOR Geocon Consultants, Inc
EQUIPMENT Hand Auger
METHOD Hand Auger
LOCATION 400 Mantelli Drive, Gilroy, CA 95020
LOGGED BY Chris Travers
DEPTH 4.00' **SURFACE ELEVATION** N/A

Depth (ft)	Water Levels	Graphic Log	Material Description	Sample Information: Sample Graphic	Sample Information: Sample Type	Sample Information: Field Sample ID	Laboratory Results: Moisture Content (%)	Laboratory Results: % Fines	Laboratory Results: Atterberg Limits
0			**ALLUVIUM**; Topsoil						
			Damp, dark brown, **LEAN CLAY**, with trace gravel						
1					Bulk	B1-1-3	11.9	62.5	
2									LL: 38 PI: 17
3			With some gravel, angular						
			Dry, brown, **Clayey SAND**, with some gravel, angular						
4			Boring terminated						

REMARKS

Backfill Method: tamped auger cuttings

Water Levels

▽ -

▼ -

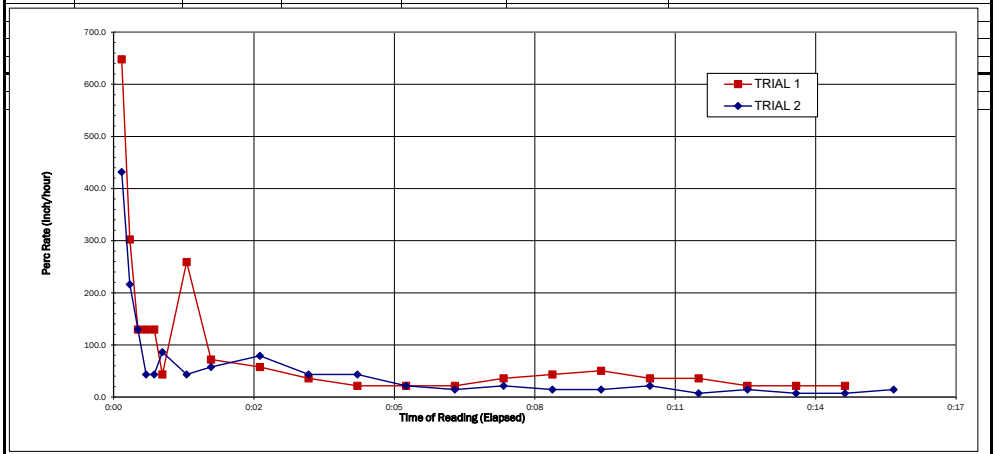
The log of subsurface conditions shown applies only to the specific location at the date indicated and might not represent subsurface conditions at other locations or times. The stratigraphy presented represents the approximate boundary between soil types; these transitions could be gradual.

Excavation Details

Percolation Hole #:	PT-1	**Test Duration:**	17	**minutes**
Date Excavated:	1/19/2026	**Hole Depth:**	4.5	**feet**
Date Presaturated:	1/19/2026	**Hole Diameter:**	4	**inch**
Date Tested:	1/20/2026	**Soil Type:**	CL/SC	**USCS**

Percolation Measurements

Time	Interval (Seconds)	Time Elapsed	Recorded Level (inches)	Fall (inches)	Percolation Rate (inch/hour)	Comments
TRIAL 1						
10:30	--	0:00	18.00	--	--	Begin Test
10:30	0:00	0:00	19.80	1.80	648.0	
10:30	0:00	0:00	20.64	0.84	302.4	
10:30	0:00	0:00	21.00	0.36	129.6	
10:30	0:00	0:00	21.36	0.36	129.6	
10:30	0:00	0:00	21.72	0.36	129.6	
10:31	0:00	0:01	21.84	0.12	43.2	
10:31	0:00	0:01	22.56	0.72	259.2	
10:32	0:00	0:02	23.16	0.60	72.0	
10:33	0:01	0:03	23.64	0.48	57.6	
10:34	0:01	0:04	24.24	0.60	36.0	
10:35	0:01	0:05	24 3/5	0.36	21.6	
10:36	0:01	0:06	24.96	0.36	21.6	
10:37	0:01	0:07	25.32	0.36	21.6	
10:38	0:01	0:08	25.92	0.60	36.0	
10:39	0:01	0:09	26.64	0.72	43.2	
10:40	0:01	0:10	27.48	0.84	50.4	
10:41	0:01	0:11	28	0.60	36.0	
10:42	0:01	0:12	28.68	0.60	36.0	
10:43	0:01	0:13	29.04	0.36	21.6	
10:44	0:01	0:14	29.40	0.36	21.6	
10:45	0:01	0:15	29.76	0.36	21.6	End Test
TRIAL 2						
11:15	--	0:00	18.00	--	--	Begin Test
11:15	0:00	0:00	19.20	1.20	432.0	
11:15	0:00	0:00	19.80	0.60	216.0	
11:15	0:00	0:00	20.16	0.36	129.6	
11:15	0:00	0:00	20.28	0.12	43.2	
11:15	0:00	0:00	20.40	0.12	43.2	
11:16	0:00	0:01	20.64	0.24	86.4	
11:16	0:00	0:01	21.00	0.36	43.2	
11:17	0:00	0:02	21.48	0.48	57.6	
11:18	0:01	0:03	22.80	1.32	79.2	
11:19	0:01	0:04	23.52	0.72	43.2	
11:20	0:01	0:05	24.24	0.72	43.2	
11:21	0:01	0:06	24.60	0.36	21.6	
11:22	0:01	0:07	24.84	0.24	14.4	
11:23	0:01	0:08	25.20	0.36	21.6	
11:24	0:01	0:09	25.44	0.24	14.4	
11:25	0:01	0:10	25.68	0.24	14.4	
11:26	0:01	0:11	26.04	0.36	21.6	
11:27	0:01	0:12	26.16	0.12	7.2	
11:28	0:01	0:13	26.40	0.24	14.4	
11:29	0:01	0:14	26.52	0.12	7.2	
11:30	0:01	0:15	26.64	0.12	7.2	
11:31	0:01	0:16	26.88	0.24	14.4	
11:32	0:01	0:17	27.00	0.12	7.2	
11:33	0:01	0:18	27.12	0.12	7.2	
11:34	0:01	0:19	27.12	0.00	0.0	
11:35	0:01	0:20	27.24	0.12	7.2	
11:36	0:01	0:21	27.33	0.09	5.4	
11:37	0:01	0:22	27.36	0.03	1.8	End Test



Est. Percolation Rate (in/hr)	Est. Percolation Rate (min/in)	Corrected* Est. Percolation Rate (min/in)
1.8	**33.3**	**46.6**

*Assumed gravel adjustment factor of 1.4

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Livermore, California 94550
(925) 371-5900

Borehole Percolation Test

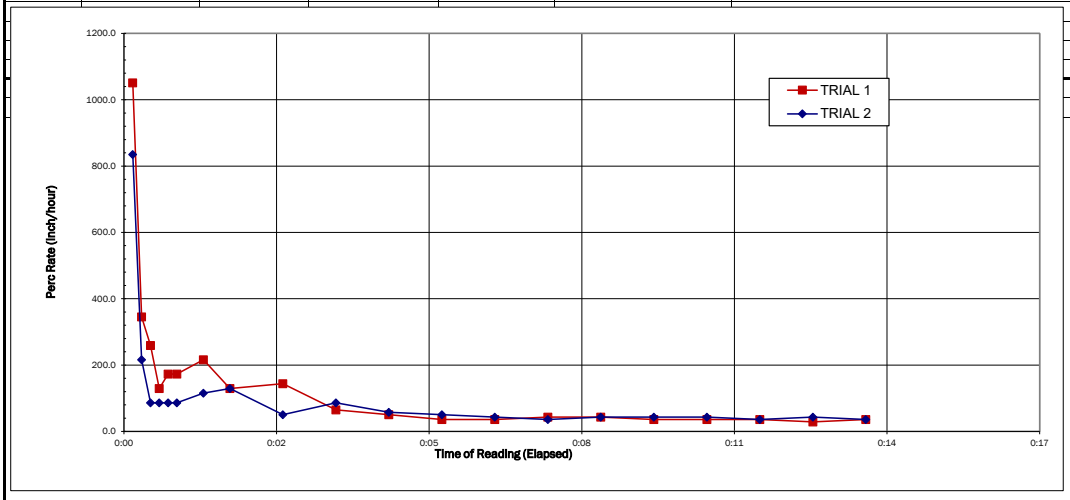
Project: Las Animas Veteran Park Pickleball Court
Location: Gilroy, CA
Number: E9528-04-01

Excavation Details

Percolation Hole #:	PT-2	**Test Duration:**	14	**minutes**
Date Excavated:	1/19/2026	**Hole Depth:**	6	**feet**
Date Presaturated:	1/19/2026	**Hole Diameter:**	4	**inch**
Date Tested:	1/20/2026	**Soil Type:**	CL/SC	**USCS**

Percolation Measurements

Time	Interval (Seconds)	Time Elapsed	Recorded Level (Inches)	Fall (Inches)	Percolation Rate (Inch/hour)	Comments
TRIAL 1						
12:05	--	0:00	5.00	--	--	Begin Test
12:05	0:00	0:00	7.92	2.92	1051.2	
12:05	0:00	0:00	8.88	0.96	345.6	
12:05	0:00	0:00	9.60	0.72	259.2	
12:05	0:00	0:00	9.96	0.36	129.6	
12:05	0:00	0:00	10.44	0.48	172.8	
12:06	0:00	0:01	10.92	0.48	172.8	
12:06	0:00	0:01	11.52	0.60	216.0	
12:07	0:00	0:02	12.60	1.08	129.6	
12:08	0:01	0:03	13.80	1.20	144.0	
12:09	0:01	0:04	14.88	1.08	64.8	
12:10	0:01	0:05	15 5/7	0.84	50.4	
12:11	0:01	0:06	16.32	0.60	36.0	
12:12	0:01	0:07	16.92	0.60	36.0	
12:13	0:01	0:08	17.64	0.72	43.2	
12:14	0:01	0:09	18.36	0.72	43.2	
12:15	0:01	0:10	18.96	0.60	36.0	
12:16	0:01	0:11	19 5/9	0.60	36.0	
12:17	0:01	0:12	20.16	0.60	36.0	
12:18	0:01	0:13	20.64	0.48	28.8	
12:19	0:01	0:14	21.24	0.60	36.0	End Test
TRIAL 2						
12:20	--	0:00	5.00	--	--	Begin Test
12:20	0:00	0:00	7.32	2.32	835.2	
12:20	0:00	0:00	7.92	0.60	216.0	
12:20	0:00	0:00	8.16	0.24	86.4	
12:20	0:00	0:00	8.40	0.24	86.4	
12:20	0:00	0:00	8.64	0.24	86.4	
12:21	0:00	0:01	8.88	0.24	86.4	
12:21	0:00	0:01	9.84	0.96	115.2	
12:22	0:00	0:02	10.92	1.08	129.6	
12:23	0:01	0:03	11.76	0.84	50.4	
12:24	0:01	0:04	13.20	1.44	86.4	
12:25	0:01	0:05	14.16	0.96	57.6	
12:26	0:01	0:06	15.00	0.84	50.4	
12:27	0:01	0:07	15.72	0.72	43.2	
12:28	0:01	0:08	16.32	0.60	36.0	
12:29	0:01	0:09	17.04	0.72	43.2	
12:30	0:01	0:10	17.76	0.72	43.2	
12:31	0:01	0:11	18.48	0.72	43.2	
12:32	0:01	0:12	19.08	0.60	36.0	
12:33	0:01	0:13	19.80	0.72	43.2	
12:34	0:01	0:14	20.40	0.60	36.0	End Test



Est. Percolation Rate (in/hr)	Est. Percolation Rate (min/in)	Corrected* Est. Percolation Rate (min/in)
36	**1.6**	**2.2**

*Assumed gravel adjustment factor of 1.4

Geocon Consultants, Inc.
6671 Brisa Street
Livermore, California 94550
(925) 371-5900

Borehole Percolation Test

Project: Las Animas Veteran Park Pickleball Court
Location: Gilroy, CA
Number: E9528-04-01

WILDCAT DYNAMIC CONE LOG

Geocon Consultants, Inc.

PROJECT NUMBER: E9528-04-01
DATE STARTED: 01-19-2026
DATE COMPLETED: 01-19-2026

HOLE #: DCP1
CREW: CT
PROJECT: Las Animas Veterans Park Pickleball Court
ADDRESS: 400 Mantelli Dr Gilroy, CA 95020
LOCATION: Gilroy, CA

SURFACE ELEVATION: Existing grade
WATER ON COMPLETION: none
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY SAND & SILT	CLAY
-	2	8.9	••	2	VERY LOOSE	SOFT
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
- 1 ft	3	13.3	•••	3	VERY LOOSE	SOFT
-	5	22.2	••••••	6	LOOSE	MEDIUM STIFF
-	14	62.2	••••••••••••••••••	17	MEDIUM DENSE	VERY STIFF
- 2 ft	15	66.6	•••••••••••••••••••	19	MEDIUM DENSE	VERY STIFF
-	5	22.2	••••••	6	LOOSE	MEDIUM STIFF
-	4	17.8	•••••	5	LOOSE	MEDIUM STIFF
- 3 ft	6	26.6	•••••••	7	LOOSE	MEDIUM STIFF
- 1 m	28	124.3	••••••••••••••••••••••••••••••••••••	-	DENSE	HARD
-	18	69.5	•••••••••••••••••••	19	MEDIUM DENSE	VERY STIFF
- 4 ft	14	54.0	••••••••••••••	15	MEDIUM DENSE	STIFF
-	15	57.9	•••••••••••••••	16	MEDIUM DENSE	VERY STIFF
-	18	69.5	•••••••••••••••••••	19	MEDIUM DENSE	VERY STIFF
- 5 ft	23	88.8	•••••••••••••••••••••••	25	MEDIUM DENSE	VERY STIFF
-	13	50.2	•••••••••••••	14	MEDIUM DENSE	STIFF
-	14	54.0	••••••••••••••	15	MEDIUM DENSE	STIFF
- 6 ft	67	258.6	••	-	VERY DENSE	HARD
-	58	223.9	••	-	VERY DENSE	HARD
- 2 m						
- 7 ft						
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
-						
- 4 m 13 ft						

Appendix B

Bioretention Attachments

Attachment A

Supplier Analysis of Biotreatment Soil Mix

The table below shall be completed by the Biotreatment Soil Mix Supplier.

Date: **(All lab tests must be done within the last 120 days)**	**Name of Person Filling Out This Form:**
Title:	**Signature:**
Phone:	**Email:**
Company Name:	**City:**
Street Address:	**Zip:**

I certify that the provided Biotreatment Soil Mix meets the requirements of the BASMAA Regional Biotreatment Soil Specification (2016).	☐ Yes (Pass) ☐ No (Fail)

Describe the equipment and methods used to mix the compost and sand components of the Biotreatment Soil Mix.	

Material	Standard Percent (by volume)	Actual Mix %	Pass	Fail
Sand	60% - 70%		☐	☐
Compost	30% - 40%		☐	☐

Does the soil mix have a permeability of at least 5 inches per hour?[1]	☐ Yes (Pass) ☐ No (Fail)
Will the soil mix support vigorous plant growth?	☐ Yes (Pass) ☐ No (Fail)

[1]Soil mix permeability testing is only required for alternative biotreatment soil mixes. Soil permeability tests must be conducted on a minimum of two samples using constant head permeability in accordance with ASTM D2434 with a 6-inch mold and vacuum saturation.

Attachment B

Lab Analysis of Sand Component of Biotreatment Soil Mix

The table below shall be completed by the laboratory conducting the sand analysis.

Name of Person Filling Out This Form:	**Signature:**
Title:	**Date:**
Phone:	**Email:**
Company:	**City:**
Street Address:	**Zip:**
Qualifications & relevant certifications (ASTM, CTM or approved equivalent certifications):	

Is sand free of wood, waste, coating (such as clay, stone dust, carbonate, etc.), or any other deleterious material?	☐ Yes (Pass) ☐ No (Fail)
Is all aggregate passing the No. 200 sieve non-plastic?	☐ Yes (Pass) ☐ No (Fail)

Particle size analysis shall be conducted in accordance with ASTM D 422 (Standard Test Method for Particle Size Analysis of Soils) or CTM 202. Other equivalent methods acceptable only if approved.

Sieve Size	Standard Percent Passing (% by weight)	Testing Results (%)	Pass	Fail
3/8 inch	100%		☐	☐
No. 4	90% - 100%		☐	☐
No. 8	70% - 100%		☐	☐
No. 16	40% - 95%		☐	☐
No. 30	15% - 70%		☐	☐
No. 40 or 50	5% - 55%		☐	☐
No. 100	0% - 15%		☐	☐
No. 200	0% - 5%		☐	☐

Attachment C

Lab Analysis of Compost Component of Biotreatment Soil Mix

The table below shall be completed by the laboratory conducting the compost analysis.

Name of Person Filling Out This Form:	**Signature:**
Title:	**Date:**
Phone:	**Email:**
Company:	**City:**
Street Address:	**Zip:**
Qualifications & relevant certifications: (STA, ASTM or approved equivalent certification)	

Specification	Standard	Testing Results		Pass	Fail
Organic Matter Content	35% - 75% (by dry weight)		%	☐	☐
Carbon-to-Nitrogen Ratio	15:1 to 25:1 (C:N)		C:N	☐	☐
Salinity	< 6.0 mm hos/cm		mm hos/cm	☐	☐
pH	6.2 - 8.2		pH	☐	☐
Bulk Density	500 – 1100 dry lbs / yd^3		dry lbs / yd^3	☐	☐
Moisture Content	30%-55% (of dry solids)		%	☐	☐
Percent inert ingredients (incl. plastic, glass, paper)	< 1% (by weight or volume)		%	☐	☐

Provide the results of <u>at least one</u> of the following analyses to indicate compost stability:

Specification	Standard	Testing Results		Pass	Fail
Oxygen Test	< 1.3 0_2 /unit TS/hr		0_2 /unit TS/hr	☐	☐
Specific Oxygen Test	< 1.5 0_2/unit BVS/hr		0_2/unit BVS/hr	☐	☐
Respiration Test	< 8mg CO_2-C/g OM/day		mgCO_2-C/g OM/day	☐	☐
Dewar test	< 20 ˚C Temp. rise e.		˚C Temp. rise e.	☐	☐
Solvita® Index value	> 5 Index value		Index value	☐	☐

Provide the results of at least one of the following analyses to indicate compost toxicity:

Specification	Standard	Testing Results		Pass	Fail
Ratio NH_4^+N: NO_3^--N	< 3		NH_4^+-N : NO_3^--N	☐	☐
Ammonium	< 500 ppm, dry basis		ppm, dry basis	☐	☐
Seed Germination	> 80% of control		% of control	☐	☐
Plant Trials	> 80% of control		% of control	☐	☐
Solvita® Index value	= 5 Index value		Index value	☐	☐

Provide the analysis of the nutrient content of the compost, including the following:

Specification	Standard	Testing Results		Pass	Fail
Boron (total, in ppm)	< 80 ppm		ppm	☐	☐
Nitrogen (N)(total %)	> 0.9% preferred.		%		
Phosphorus (as P_2O_5)	*[not specified]*		%		
Potassium (as K_2O)	*[not specified]*		%		
Calcium (Ca)	*[not specified]*		%		
Sodium (Na)	*[not specified]*		%		
Magnesium (Mg)	*[not specified]*		%		
Sulfur (S)	*[not specified]*		ppm		

Provide the results of at least one of the following select pathogens:

Specification	Standard	Testing Results		Pass	Fail
Salmonella	< 3 MPN/4 grams TS		MPN/4 grams TS	☐	☐
Coliform Bacteria	< 10,000 MPN/gram		MPN/gram	☐	☐

Does the product meet US EPA, 40CFR 503 regulations regarding trace contaminants metals (Lead, Mercury, etc.)?	☐ Yes (Pass) ☐ No (Fail)

Particle size analysis shall be conducted in accordance with ASTM D 422 (Standard Test Method for Particle Size Analysis of Soils)-washing not required. Equivalent methods acceptable if approved.

Sieve Size	Standard Percent Passing (by weight)	Testing Results (%)	Pass	Fail
1 inch	**99% - 100%**		☐	☐
½ inch	**90% - 100%**		☐	☐
¼ inch	**40% - 90%**		☐	☐
No. 200	**1% - 10%**		☐	☐

Attachment D

Supplier Analysis of Compost Component of Biotreatment Soil Mix

The table below shall be completed by the Compost Supplier providing the compost for the mix.

Name of Company:	**Date of Delivery:**
Qualifications & relevant certifications: **(STA, ASTM or approved equivalent certifications)**	**Date of the Compost Lab Analysis Report:** **(Must be dated within 120 days prior to delivery)**
Name of Person Filling Out This Form:	**Date:**
Signature:	**Street Address:**
Email address:	**City:**
Phone:	**Zip:**

Feedstock materials have been specified and include only the following: Landscape/yard trimmings, grass clippings, food scraps, or agricultural crop residues?	☐ Yes (Pass) ☐ No (Fail)
Compost has a dark brown color and a soil-like odor, does not exhibit a sour or putrid smell, does not contain recognizable grass or leaves, and is not hot (120˚F) upon delivery or rewetting?	☐ Yes (Pass) ☐ No (Fail)
The compost has gone through the process to further reduce pathogens (PFRP)? For example, turned windrows must reach a minimum temperature of 55˚C for 15 days with at least 5 turnings during that period.	☐ Yes (Pass) ☐ No (Fail)

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Public Hearing and Adoption Pursuant to California Water Code Section 10642 for the 2025 Urban Water Management Plan and the 2025 Water Shortage Contingency Plan**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Public Utilities
Submitted by:	Izabela Cirloganu, Sr. Management Analyst
Prepared by:	Izabela Cirloganu, Sr. Management Analyst

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Receive the informational report on the Draft 2025 Urban Water Management Plan (UWMP).
2. Open Public hearing;
3. Close Public Hearing; and
4. Adopt a resolution approving the 2025 Urban Water Management Plan.

EXECUTIVE SUMMARY

The Urban Water Management Plan (UWMP) is a comprehensive planning document mandated by the California Urban Water Management Planning Act (UWMPA). Urban water suppliers serving more than 3,000 customers or delivering more than 3,000 acre-feet of water annually are required to update and adopt a UWMP and submit it to the California Department of Water Resources every five years. The City of Gilroy's Draft 2025 Urban Water Management Plan has been prepared in accordance with California Water Code requirements and must be submitted to the California Department of Water Resources by July 1, 2026.

Findings of the Draft 2025 UWMP confirm that the City of Gilroy is projected to meet

water demands within its service area under normal hydrologic conditions and has strategies in place to address multiple-year droughts and water shortages.

Key technical elements of the 2025 UWMP evaluate the City's current and projected long-term water use, available potable and non-potable supplies through 2050, and assess the City's ability to reliably meet customer demands under normal, single dry-year, and multiple dry-year conditions. The UWMP also includes a Water Shortage Contingency Plan (WSCP) that is consistent with "Making Conservation a California Way of Life" state regulations, which became effective January 1st, 2025.

BACKGROUND

The UWMP serves as the legal and technical foundation for urban water management planning throughout California. The Urban Water Management Planning Act was originally adopted in 1983 following the severe 1976-1977 drought, which highlighted the need for statewide long-term water resource planning. Since then, the Act has been amended numerous times to expand planning requirements, drought preparedness standards, conservation reporting, and water supply reliability assessments.

The City of Gilroy has prepared and adopted UWMPs every 5 years, with the most recent being the 2020 UWMP, adopted on October 18, 2021. DWR completed its review of the City's 2020 UWMP and issued a letter of completeness on Nov 1, 2022.

The UWMP serves as the City's primary long-range water planning document and provides:

- A roadmap for addressing current and long-term water use
- Evaluation of potable and recycled water supplies
- Assessment of water supply reliability during varying hydrological conditions
- Planning for drought response and water shortage contingencies; and
- Coordination between land use planning and water supply infrastructure

The Urban Water Management Planning Act also requires that the City's UWMP include a Water Shortage Contingency Plan (WSCP) and provisions for demand management measures and recycled water use. Recycled water use was added to reporting requirements because it provides a reliable alternative water source and can help meet future water demand.

The Draft 2025 UWMP was prepared by Akel Engineering Inc., in coordination with City staff. The plan was made available for public review on the City website prior to the public hearing and adoption process. The California Water Code requires the City to hold a public hearing before adopting the Plan.

ANALYSIS

The City of Gilroy currently provides potable water services to approximately 15,935 service connections and, in 2025, supplied approximately 7913 acre-feet of water to the community. Water supplies rely on groundwater from two subbasins, Llagas and Coyote Valley, supplemented by recycled water supplies. The UWMP identifies that the City has sufficient water supplies to meet projected demands during the planning horizon, while continuing to implement conservation measures, water-efficiency programs, and plan for recycled water expansion projects.

Highlights of the 2025 Draft UWMP

A. Water Demand and Supply Outlook (2025-2050)

1. Long-Term Water Demand Stabilizes Despite Population Increases

Since 2000, Gilroy's population has grown by over 20,000 residents. However, the volume of water consumed over that period has remained the same or even decreased slightly. See Figure 1 below. This is due to a steady decline in per capita use, demonstrating the City's continued success in water conservation and efficiency efforts.

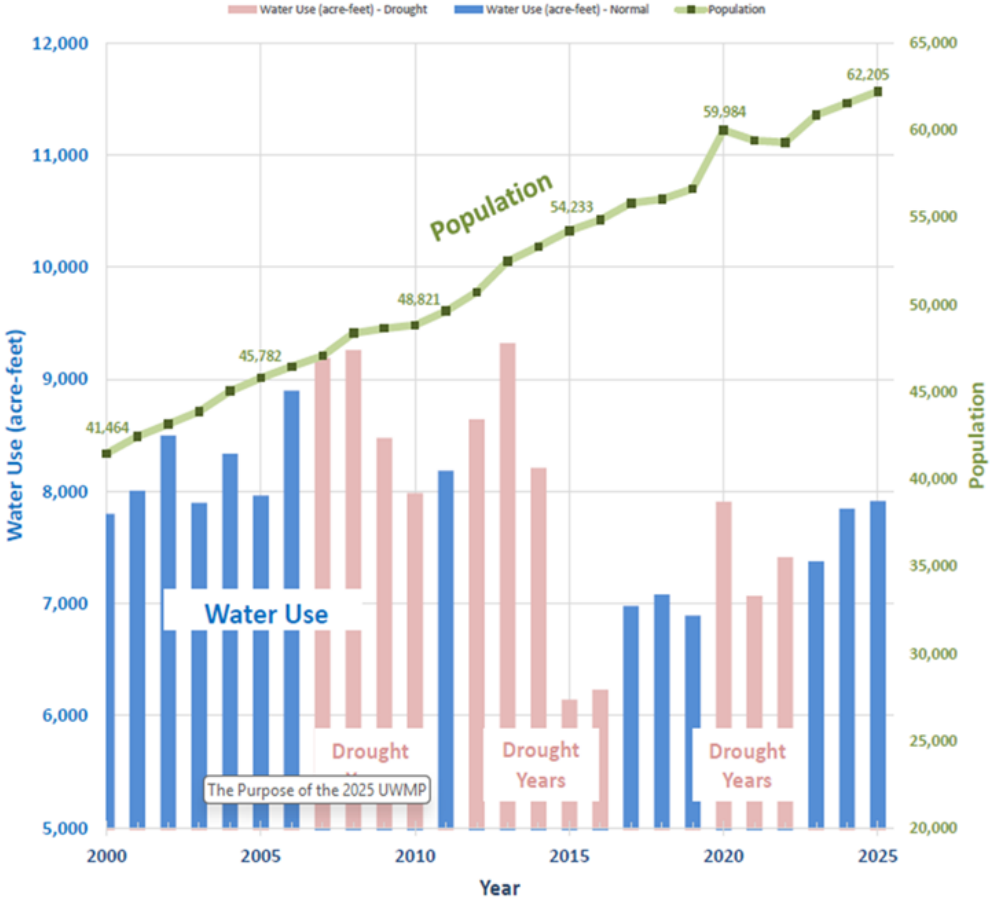


Fig. 1. Historical Water Use and Population Trends

2. 2025 Per Capita Water Consumption (GPCD) Meets the City's 2020 Water Use Target

The City's average water use fluctuated between 146 and 176 gallons per capita per day (gpcd) from 1995 to 2013. Since 2013, water consumption has been successfully reduced and maintained within a range of 101 to 118 gpcd, consistently remaining below the 2020 water use target of 133 gpcd (Figure 2).

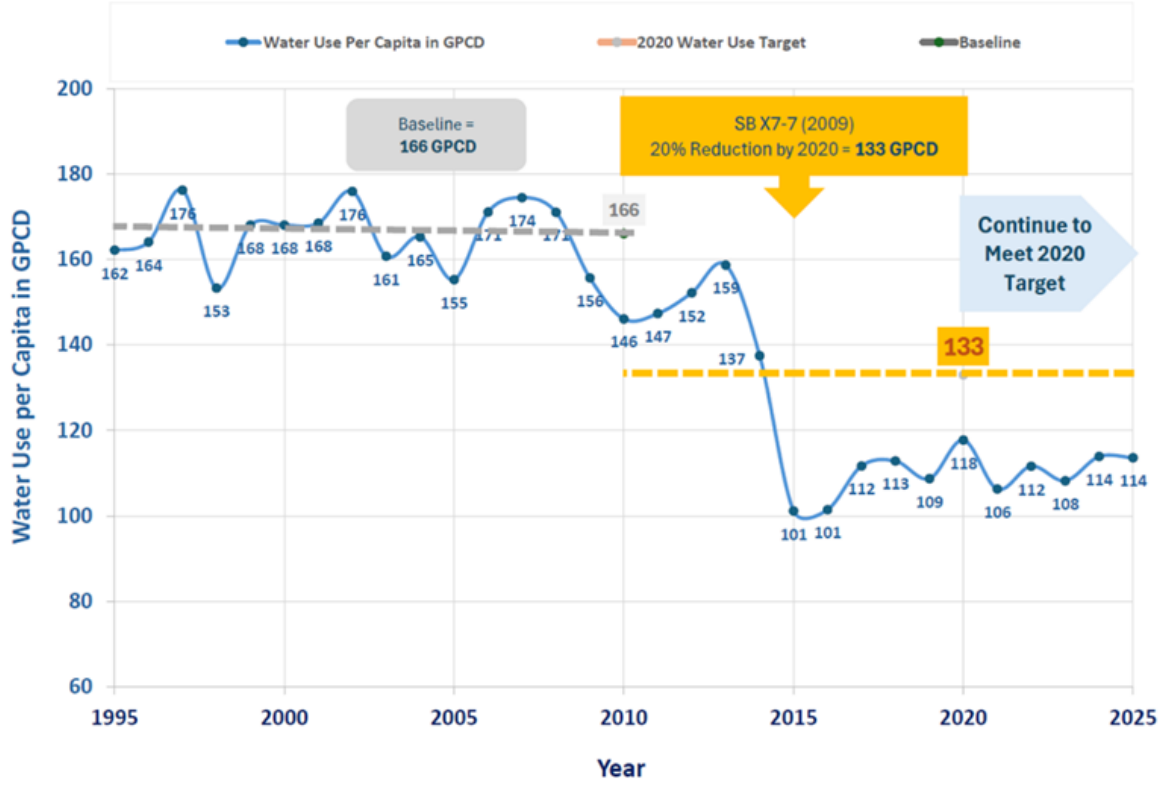


Fig. 2. Historic Water Consumption Per Capita vs 2020 Target

B. Groundwater Is the Backbone of the Local Supply

The City relies exclusively on local groundwater as its sole source of potable water supply and does not directly purchase or import water from other suppliers or entities. Groundwater is extracted from the Llagas Subbasin, which is managed and monitored by the Santa Clara Valley Water District (Valley Water). In its role as regional groundwater basin manager, Valley Water imports water from the Central Valley and recharges the aquifer that supplies the City. To support these basin management activities, Valley Water charges the City a groundwater extraction fee for each acre-foot of water pumped from municipal wells. According to Valley Water's 2024 Annual Groundwater Report, groundwater within the Llagas Subbasin is generally considered to be of high quality.

The City currently operates nine municipal groundwater wells distributed throughout the service area, with a combined production capacity of approximately 18.8 million gallons

per day (mgd).

C. Recycled Water Supports Long-Term Supply Security

Recycled water is an important part of Gilroy's long-term water supply strategy. It provides a reliable, drought-resilient source of non-potable water, improving overall water supply reliability and reducing demand on potable water resources.

The South County Recycled Water System was originally constructed in 1977 and was expanded and upgraded in 1999 to serve customers throughout southern Gilroy and adjacent areas outside the City. Today, the system includes more than 15 miles of transmission and distribution pipelines that deliver recycled water for beneficial reuse.

Use Type	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	Potential Recycled Water Use	
							Volume	Narrative page number (OPTIONAL)
Agricultural irrigation	289	362	447	532	617	617		
Landscape irrigation (exc golf courses)	91	114	141	168	195	195		
Golf course irrigation	722	903	1,116	1,329	1,539	1,539		
Industrial use	103	128	159	189	219	219		
Total	**1,205**	**1,507**	**1,864**	**2,218**	**2,570**	**2,570**	**0**	**0**

Fig. 3. Recycled Water Direct Beneficial Uses within Service Area

Over the years, Valley Water has conducted extensive analyses and prepared water reuse master plans to evaluate opportunities for expanding recycled water use within Gilroy. These plans identified a range of potential applications, including landscape irrigation, agricultural irrigation, industrial processes, and potable reuse. Most recently, the 2024 South County Recycled Water Master Plan Update recommended a series of improvements to enhance system capacity, reliability, and operational flexibility, including activating existing transmission pipelines, upgrading reservoirs and pump stations, and implementing operational modifications.

As Gilroy continues to plan for future water demands, recycled water remains an important component of the City's diversified water portfolio, strengthening long-term water supply security.

D. Water Supply Reliability

Assembly Bill 2242 (2018) requires urban water suppliers to evaluate water supply reliability under normal, single dry-year, and multiple dry-year conditions as part of the UWMP process. In addition to assessing projected water supplies and demands, the UWMP evaluates the City's vulnerability to seasonal and climatic variability. The 2025 UWMP analyzed the City's water supply reliability under both single dry-year and five consecutive dry-year scenarios.

Under the single dry year, the conservation-driven reductions eliminate the projected deficits. The analysis demonstrates the planned Water Shortage Contingency Planning demand management measures are sufficient to maintain a reliable water supply under projected conditions through 2050.

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	8,943	8,953	9,788	10,830	11,230
Use totals	10,684	11,528	12,395	13,287	13,856
Surplus/(shortfall)	**(1,741)**	**(2,575)**	**(2,608)**	**(2,457)**	**(2,626)**
Percent of Total Supply	**119%**	**129%**	**127%**	**123%**	**123%**
Recommend WSCP Actions					
Water Shortage Level	Level 1	Level 2	Level 2	Level 2	Level 2
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1850	2800	3000	2800	2900
Revised Surplus/(shortfall)	**109**	**225**	**392**	**343**	**274**
Percent of Total Supply	**99%**	**97%**	**96%**	**97%**	**98%**

Fig. 4. Single Dry Year Supply and Use Comparison

Under the five consecutive year drought conditions, the water supply reliability analysis indicates that projected water demands would exceed available supplies during the first three years of a drought. This forecasting exercise assumes no supply augmentation benefits; instead, projected deficits are offset through water use reduction measures. With implementation of the recommended WSCP actions, projected shortages are eliminated. During the 4th and 5th years, available supplies exceed projected demands under all planning scenarios, generating surpluses without the need for additional conservation measures. It is important to note that the projected surpluses are driven by increased groundwater basin supplies, which are based on recharge estimates and supply projections provided by Valley Water.
Overall, the analysis demonstrates that the City's existing WSCP demand reduction strategies are sufficient to maintain supply reliability throughout the five-year drought planning period.

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
First year					
Supply totals	9,712	10,179	11,139	11,906	12,401
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(973)**	**(1,348)**	**(1,256)**	**(1,384)**	**(1,457)**
Percent of Total Supply	**110%**	**113%**	**111%**	**112%**	**112%**
Water Shortage Level	Level 1	Level 1	Level 1	Level 1	Level 1
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1,400	1,700	1,600	1,600	1,800
Revised Surplus/(shortfall)	**427**	**352**	**344**	**216**	**343**
Percent of Total Supply	**96%**	**97%**	**97%**	**98%**	**97%**
Second year					
Supply totals	9,993	11,137	12,019	12,949	13,502
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(692)**	**(391)**	**(376)**	**(341)**	**(356)**
Percent of Total Supply	**107%**	**104%**	**103%**	**103%**	**103%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1,000	700	600	600	700
Revised Surplus/(shortfall)	**308**	**309**	**224**	**259**	**344**
Percent of Total Supply	**97%**	**97%**	**98%**	**98%**	**97%**

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Third year					
Supply totals	10,541	12,250	13,163	12,904	13,453
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(144)**	**723**	**768**	**(386)**	**(405)**
Percent of Total Supply	**101%**	**94%**	**94%**	**103%**	**103%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	500	0	0	700	750
Revised Surplus/(shortfall)	**356**	**723**	**768**	**314**	**345**
Percent of Total Supply	**97%**	**94%**	**94%**	**98%**	**97%**
Fourth year					
Supply totals	12,200	11,670	12,543	13,463	14,042
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**1,515**	**142**	**148**	**173**	**184**
Percent of Total Supply	**88%**	**99%**	**99%**	**99%**	**99%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	**1,515**	**142**	**148**	**173**	**184**
Percent of Total Supply	**88%**	**99%**	**99%**	**99%**	**99%**
Fifth year					
Supply totals	12,649	13,187	14,736	14,729	15,374
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**1,964**	**1,659**	**2,341**	**1,439**	**1,516**
Percent of Total Supply	**84%**	**87%**	**84%**	**90%**	**90%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	**1,964**	**1,659**	**2,341**	**1,439**	**1,516**
Percent of Total Supply	**84%**	**87%**	**84%**	**90%**	**90%**

Fig. 5. Multiple Dry Years Supply and Use Comparison

E. Water Shortage Contingency Plan (WSCP)

The Water Shortage Contingency Plan (WSCP) provides a structured framework for managing water shortages through proactive monitoring, staged response actions, and demand reduction measures. The WSCP establishes water shortage levels, identifies conservation actions, and outlines procedures for conducting annual supply-and-demand assessments to minimize service disruptions during drought conditions.

The City's WSCP includes four shortage levels, including Level 0, which establishes permanent conservation measures intended to reduce water use by up to 10 percent. These shortage levels are consistent with the broader response framework adopted by the Department of Water Resources (DWR) and Valley Water, helping ensure coordinated regional water management during drought conditions (Fig. 6).

2025 Gilroy WSCP			Corresponding Relationship ("Crosswalk")	DWR Standard Levels			Valley Water Shortage Level Condition
Stage	Percentage Supply Reduction	Percentage Supply Reduction		Level	Percentage Supply Reduction	DWR Shortage Level Condition	
0	0 to 10%	Permanent Measure		0	0%	Normal	Normal
				1	1 to 10%	Alert	Alert
1	11 to 20%	Minor Shortage Potential		2	11 to 20%	Significant	Severe
2	21 to 35%	Moderate Shortage Potential		3	21 to 30%	Severe	Critical
				4	31 to 40%	Critical	Critical
3	36 to 50%	Critical Shortage Potential		5	41 to 50%	Crisis	Emergency
N/A	N/A	N/A		6	Greater than 50%	Emergency	Emergency

Fig. 6. Drought Response Levels: City vs DWR vs Valley Water

Implementation of the WSCP and associated conservation measures is projected to reduce supply deficits and improve overall water supply reliability throughout the 2030–2050 planning horizon. This forecasting analysis demonstrates the City's proactive approach to drought preparedness and its commitment to maintaining reliable water service during both short-term and prolonged drought conditions.

F. Demand Management Measures

The 2025 UWMP outlines a range of Demand Management Measures (DMMs) adopted by the City to promote long-term water conservation, enhance system efficiency, and reduce water demand. These measures include water-waste prevention ordinances, citywide metering through the Advanced Metering Infrastructure (AMI), public education and outreach, dedicated conservation staff, and regular monitoring of water loss in the distribution system. The City has achieved about 95 percent AMI coverage and is expanding the AquaTrax customer portal, enabling customers and staff to monitor usage and detect leaks in real time.

In partnership with Valley Water, the City promotes water conservation through educational outreach, water-efficient landscaping initiatives, and rebate and survey programs that encourage reduced consumption. Additional efforts include leak detection and repair, landscaping incentives, and community events promoting efficient water use.

ALTERNATIVES

N/A

FISCAL IMPACT/FUNDING SOURCE

Holding the public hearing on the Draft 2025 UWMP and adopting the document has no fiscal impact. The UWMP plan development was funded through the Water Fund (705).

PUBLIC OUTREACH

The UWMP requires public participation as part of the plan development and adoption process. In accordance with state law, this public hearing gives community members an opportunity to review the Draft UWMP, learn about the City's existing and future water supplies, and provide comments or raise concerns about the plan. The draft UWMP was made available on the City's website, and public notices were published in the local newspaper on May 28, June 5, and June 12.

NEXT STEPS

Following the public hearing and approval of the UWMP at the June 15, 2026 Council meeting, staff will submit the plan to the State Department of Water Resources.

Attachments:

1. 2026 UWMP Resolution
2. 2025 Draft UWMP

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING THE 2025 URBAN WATER MANAGEMENT PLAN (UWMP)

WHEREAS, in 1983, the State of California Legislature (Legislature) enacted the Urban Water Management Planning Act; and

WHEREAS, the UWMP Act requires an urban water supplier (Supplier) providing water for municipal purposes to more than 3,000 customers and serving more than 3,000 acre-feet annually to adopt an Urban Water Management Plan (UWMP) every five years, demonstrating water supply reliability in normal, single dry, and multiple dry water years; and,

WHEREAS, the City of Gilroy ("Gilroy") is an "urban water supplier: as defined by the Water Code section 10617, providing water to approximately 15,935 water connections and 62,000 residents; and

WHEREAS, on October 18, 2021, the City Council adopted Gilroy's 2020 Urban Water Management Plan which also included the Water Shortage Contingency Plan, which were submitted to the California Department of Water Resources; and

WHEREAS, during a public hearing, Gilroy must review and adopt its 2025 Urban Water Management Plan (which includes 2025 Water Shortage Contingency Plan) and thereafter submit the adopted plan to Department of Water Resources (DWR) on or before July 1st, 2026; and

WHEREAS, on June 15th, 2026, the City of Gilroy held a public hearing to receive and consider public comments on the proposed 2025 Urban Water Management Plan; and

WHEREAS, on June 15, 2026, the City of Gilroy closed the hearing and adopted the 2025 Urban Water Management Plan; and

WHEREAS, the 2025 UWMP was published on the City website on May 1st, 2026 and notice of public hearing was published in Gilroy Dispatch on May 28, June 5, and June 12, 2026; and,

WHEREAS, based on the evidence presented in the UWMP and the staff report, the City Council determined that the 2025 UWMP will further the public health, safety, and welfare by supporting Gilroy's long-term resource planning to ensure that adequate supplies of water are available to meet the existing and future water needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

1 The City Council hereby adopts the 2025 Urban Water Management Plan with final modifications, if any, made by the Utilities Department Director, or designee, after the public hearing to address public input received at the public hearing.

2. The Utilities Director, or designee, is hereby authorized to file the 2025 Urban Water Management Plan to the DWR, and pursuant to Water Code section 10645, make the plan available for public review during normal business hours no later than 30 days after filing the plan with DWR.

3. The Utilities Director or designee is hereby authorized and directed to administer and implement the 2025 Urban Water Management Plan

PASSED AND ADOPTED this XX day of MONTH 2026 by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 202-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, 06.18.2026**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Tuesday, XXXXX**

_____
Kim Mancera
City Clerk of the City of Gilroy



City of Gilroy

2025 Urban Water Management Plan

DRAFT

May 2026

AKEL
ENGINEERING GROUP, INC.

CITY OF GILROY

2025
URBAN WATER MANAGEMENT PLAN

DRAFT

May 2026

AKEL
ENGINEERING GROUP, INC.

AKEL
ENGINEERING GROUP, INC.

Smart Planning Our Water Resources

May 28, 2026

City of Gilroy
7351 Rosanna Street
Gilroy California, 95020

Attention: Izabela Cirloganu, Sr. Management Analyst

Subject: **2025 Urban Water Management Plan - Draft**

Dear Izabela:

We are pleased to submit the City of Gilroy 2025 Urban Water Management Plan (2025 UWMP), compliant with the Urban Water Management Planning Act (UWMPA) of 1983 and subsequent amendments.

The plan updates existing and future water needs through the next 25 years, includes a Water Shortage Contingency Plan (WSCP), a Drought Risk Assessment (DRA), and must be submitted to the California Department of Water Resources every five years.

We extend our thanks to you; Karl Bjarke, Interim Utilities Director; Jeff Castro, Operation Services Supervisor; and other City staff whose courtesy and cooperation were valuable in reviewing and completing this study.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

Enclosure: 2025 Urban Water Management Plan

7433 NORTH FIRST STREET, SUITE 103 • FRESNO, CALIFORNIA 93720 • (559) 436-0600 • FAX (559) 436-0622
www.akeleng.com

City of Gilroy
2025 Urban Water Management Plan

Contact Sheet

Date this plan was submitted to the Department of Water Resources:

Name of Person(s) preparing this plan:

Izabela Cirloganu, Sr. Management Analyst
City of Gilroy
Phone: (408) 846-0255
Email: Izabela.Cirloganu@cityofgilroy.org

Tony Akel, P.E., Project Manager
Akel Engineering Group, Inc.
Phone: (559) 436-0600
Fax (559) 436-0622
Email: takel@akeleng.com

The Water supplier is a Municipality

The Water supplier is a Retailer

Utility Services provided by the water supplier include: Water, Sewer, Recycled Water

Is this Agency a Bureau of Reclamation Contractor? No

Is this Agency a State Water Project Contractor? No

Acknowledgements

City Council

Greg Bozzo, Mayor

Zach Hilton, Mayor Pro Tempore

Carol Marques

Dion Bracco

Kelly Ramirez

Terence Fugazzi

Tom Cline

Management Personnel

Karl Bjarke, Interim Utilities Director

Izabela Cirloganu, Sr. Management Analyst and Project Manager

Jeff Castro, Operation Services Supervisor - Water Division

City of Gilroy
2025 Urban Water Management Plan

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Acronyms and Abbreviations	Description
Act	Urban Water Management Planning Act
AF	acre-feet
AMI	advanced meter infrastructure
AMR	automatic meter reading
AWWA	American Water Works Association
CCAP	Climate Change Action Plan
CCR	California Code of Regulations
CDEC	California Data Exchange Center
CEQA	California Environmental Quality Act
CII	commercial, industrial and institutional
CIMIS	California Irrigation Management Information System
CY	Calendar Year
Delta	Sacramento–San Joaquin River Delta
DIM	dedicated irrigation meter(s)
DMM	demand measurement measure(s)
DPR	direct potable reuse
DRA	Drought Risk Assessment
DWR	California Department of Water Resources
eAR	Electronic Annual Reporting
ERP	Emergency Response Plan
EWEAP	Extrema Weather Event Action Plan
GPCD	gallons per-capita per day
GPMD	gallons per mile of main per day
GPSCD	gallons per service connection per day
GSA	Groundwater Sustainability Agency(ies)
GSP	Groundwater Sustainability Plan(s)
Guidebook	Urban Water Management Plan Guidebook
IPR	indirect potable reuse
IRWM	Integrated Regional Water Management
NAICS	North American Industry Classification System
NOAA	National Oceanographic and Atmospheric Agency
NPDES	National Pollutant Discharge Elimination System
PWS	public water system(s)
PWSID	public water system identification number
R-GPCD	residential gallons per-capita per day
RHNA	regional housing needs allocation
RUWMP	Regional Urban Water Management Plan
SDWIS	Safe Drinking Water Information System
SGMA	Sustainable Groundwater Management Act

Acronyms and Abbreviations	Description
State Water Board	State Water Resources Control Board
Supplier	urban water supplier
SWP	State Water Project
USGS	U.S. Geological Survey
UWMP	Urban Water Management Plan
UWUO	urban water-use objective
VAR	Volumetric Annual Report of Wastewater and Recycled Water
WDR	waste discharge requirements
WRR	water recycling requirements
WSCP	Water Shortage Contingency Plan
WSRA	Water Service Reliability Assessment

CHAPTER 1 – INTRODUCTION AND OVERVIEW

This chapter introduces the purpose of the Urban Water Management Plan (UWMP), its importance and its overall focus intended to meet statuary reporting requirements for submission to the California Department of Water Resources (DWR).

Urban Water Management Plan Focus

The purpose of the Urban Water Management Plan (UWMP) is to review and enhance the reliability of urban water supplies, ensure that future beneficial uses are supported by adequate water supply availability, promote policies and programs that encourage water conservation, and provide a framework for responding to water supply shortages and drought conditions. The 2025 UWMP focuses on the following water-planning fundamentals:

- Preparing a roadmap for addressing **current and long-term future water use**.
- Evaluating **potable and non-potable water supplies**, assessing water deliveries, and identifying constraints on water availability under certain regulatory and hydrological conditions.



- Evaluating **water supply reliability** by integrating the water-use analyses with the water supply analyses to summarize the water service reliability assessment under normal conditions, single dry-year conditions, and five consecutive dry years through year 2050.
- Preparing a realistic **Drought Risk Assessment** (DRA) by including integrated water supplies and projected water use in a hypothetical consecutive five-year drought condition.
- Developing an effective **Water Shortage Contingency Plan** (WSCP) that specifies opportunities to reduce demand and augment supplies under various, and even unpredictable, water shortage conditions.

Reinforcing the coordination between land-use planning, water supply planning, and climate change, make the City's 2025 UWMP both a valuable water management and water planning tool.

1.1 PURPOSE

The City of Gilroy (City) is required to submit an Urban Water Management Plan to the Department of Water Resources (DWR) in accordance with the California Water Code. The purpose of the UWMP is to review and enhance the reliability of urban water supplies, ensure that future beneficial uses are supported by adequate water supply availability, promote policies and programs that encourage water conservation, and provide a framework for responding to water supply shortages and drought conditions.

In addition to being filed every five years, the UWMP must comply with the requirements established in the Urban Water Management Planning Act (UWMP Act) of 1983, including all subsequent amendments. The UWMP Act requires agencies providing water for municipal purposes to more than 3,000 customers or serving more than 3,000 acre-feet annually to adopt an Urban Water Management Plan (UWMP) every five years, demonstrating water supply reliability in normal, single dry, and multiple dry water years. The UWMP Act also requires the California Department of Water Resources (DWR) to report to the Legislature on the status of UWMPs.

1.2 BACKGROUND

The drought of 1976-1977 caused widespread water supply shortages across California. Many cities and water districts were forced to seek additional water sources, highlighting the urgent need for comprehensive, long-term water management planning at both the local and statewide levels. In response, the Urban Water Management Planning Act (UWMPA) was proposed and adopted in 1983 to reduce the risk of future emergencies caused by inadequate water resource planning. State Assembly Bill 797 amended Division 6 of California Water Code in 1983, formally establishing the UWMPA. Since its enactment, more than 20 amendments have been made, expanding the data requirements and the planning elements included in the 2025 UWMP.

Early amendments to the UWMPA required a 20-year planning horizon, evaluated in 5-year increments, to compare water demand with available water supplies. More recently, these planning projections have been extended to a 25-year planning horizon to preserve the 20-year projections while allowing sufficient time for the preparation of the subsequent UWMP.

Additional amendments to the UWMPA require that the City's UWMP includes a Water Shortage Contingency Plan that meets the specifications of the Act as well as provisions for demand management measures and recycled water use. Recycled water use was added to reporting requirements because it provides a reliable alternative water source and can help meet future water demand. Individual water purveyors, in coordination with other water purveyors in the same general area where practicable, are responsible for preparing the Water Shortage Contingency Plan. Each supplier must also describe the water demand management measures currently in practice or scheduled for implementation. Notable Amendments include:

- **2009, SBX7-7** requires the state and its municipal water purveyors to achieve a 20 percent reduction in urban per capita water usage by the year 2020. The "20X2020" plan set an interim goal of a 10 percent reduction by 2015 and a 20 percent reduction by 2020.
- **2018, SB606** adds new requirements to the UWMP process as well as established updated urban water use objectives and water use reporting requirements:
    - Prepare a drought risk assessment that examines water shortage risks for a drought lasting for the next five years.
    - Prepare a comprehensive Water Shortage Contingency Plan that will include water budgeting forecast procedures, standard water shortage levels, shortage response actions, and other protocols.
    - Enacts an annually required water supply and demand assessment wherein an urban water supplier will assess local demand and supply conditions and provide that information to DWR.
- **2024, "Making Conservation a California Way of Life" regulation**, adopted by The State Water Resources Control Board (SWRCB) in summer 2024, went into effect on January 1, 2025. The regulation established efficiency goals for urban water retail suppliers to implement two enacted legislative mandates (AB 1668 and SB 606) in 2018. Under the new regulation:
    - Suppliers are held to calculate annual "urban water use objectives" and should include budgets for a subset of water uses.
    - The regulation provides for variances and temporary provisions to address unique water use circumstances.
    - Suppliers must annually demonstrate compliance with objectives beginning January 1, 2027.

1.3 UWMP IMPORTANCE

The importance of the UWMP was exceptionally well defined in the 2025 guidebook and included in this section.



Urban Water Management Plan Importance

A UWMP is the legal and technical water management foundation for Suppliers throughout California. A well-constructed UWMP can save Suppliers time and money, and it provides the Supplier's staff, the public, and elected officials with an understanding of past, current, and future water conditions and management. The UWMP integrates local and regional land-use planning, regional water supply, infrastructure, and demand management projects, as

well as statewide issues of concern like climate change and regulatory revisions. In short, the UWMP gathers, characterizes, and synthesizes water-related information from numerous sources into a plan with local, regional, and statewide practical utility.

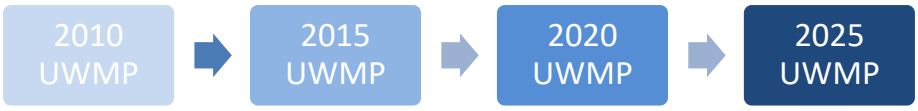
Thoughtful urban water management planning provides an opportunity for a Supplier to integrate supplies and use in a balanced and methodical planning platform that addresses short-term and long-term water-planning conditions. In so doing, a Supplier will:

- Assess changes in natural hydrology, climate, and **groundwater conditions**
- Anticipate the implications of regional, State, and **federal regulations**
- Understand supply conditions and **water-use variability**
- **Identify regional constraints** on, or opportunities for, shared water resources
- Integrate local **land-use changes**, development, plans, and population growth
- Prepare for **water shortages** and unforeseen calamities
- Anticipate **infrastructure improvements**
- Recognize project **funding needs** and opportunities

Thus, a UWMP provides a supplier with a reliable water management action plan that can be referenced during management decisions related to water supplies and especially during droughts. Importantly, UWMPs provide DWR, the State Water Resources Control Board (State Water Board), and the Legislature with an assessment of statewide water reliability.

1.4 NOTABLE UPDATES SINCE 2020 UWMP

The City of Gilroy has been preparing and submitting an UWMP every 5 years, and the last submittal was for the 2020 UWMP, which was adopted on December 15, 2021.



This 2020 UWMP addressed many of the same elements required for the 2025 UWMP, including: plan preparation, service area description, water use characterization, SBX7-7 baselines, 2020 targets, normal-year water supply characterization, water service reliability and drought risk assessment, water shortage contingency plan, demand management measures, and plan adoption. On November 1, 2022, DWR completed the review of the City's 2020 UWMP and its supplements, issuing a letter of completeness.

The 2025 UWMP guidebook identifies the following notable updates since the 2020 UWMP:

2025 Updates	Description
Changes in Water Code	Minor Water Code updates have been made since 2020, but none affect the 2025 UWMP requirements
Suppliers with Multiple Public Water Systems (PWSs)	State agencies now use consistent criteria to decide when a supplier operating multiple PWSs counts as an Urban Water Supplier subject to UWMP rules
DWR Submittal Tables	Submittal tables have been updated to match the current reporting year, improve accuracy, and better show what Water Code requires versus what is optional.
Water Loss Standard Reporting	Water Loss Standard rules haven't changed, but updated standards for 2028 are now available. New guidance explains how suppliers should report progress on meeting these standards in their 2025 UWMPs.
Direct Potable Reuse	Regulations for direct potable reuse have been adopted since the last reporting cycle; minor updates were made to demand and supply tables to support this new reporting requirement.
Lower-Income Housing	New guidance clarifies how suppliers should project water demand for lower-income housing, integrating RHNA information and updated land-use planning.
Reporting Groundwater Recharge and Other Water Storage	Updated guidance clarifies how to report water placed into storage and later withdrawn, ensuring that water is not double-counted when moving between long-term and short-term storage.

1.5 UWMP IN RELATION TO OTHER EFFORTS

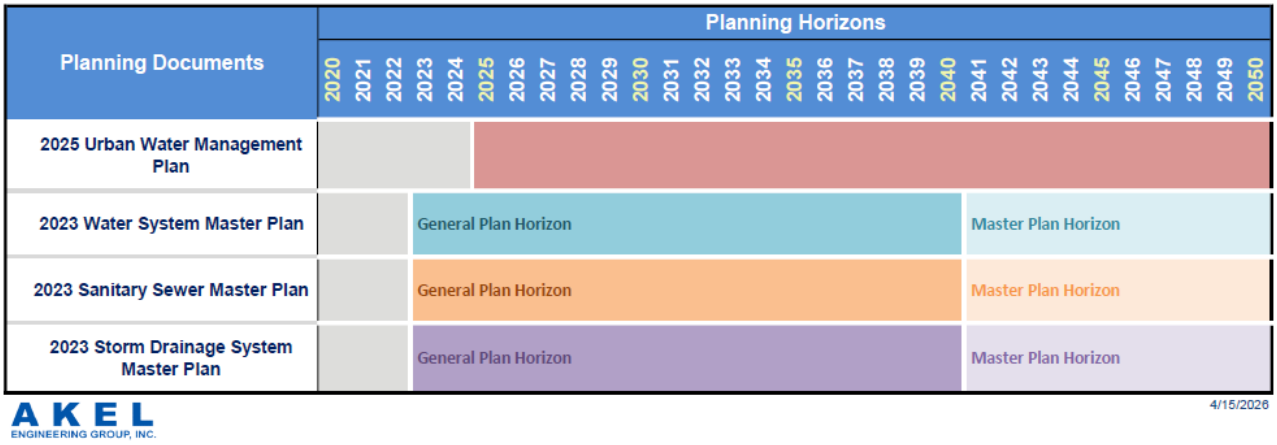
In addition to preparing the 2025 Urban Water Management Plan, the City has the following relevant infrastructure planning efforts:

- Water System Master Plan. An adopted version was available since 2023.
- Sewer System Master Plan. An adopted version was available since 2023.
- Storm Drainage System Master Plan. An adopted version was available since 2023.

The planning horizons of these documents, in comparison with the 2025 UWMP horizon, are illustrated as **Figure 1-1**. These master plans include relevant information on growth, as well as population and demand projections.

The preparation of the 2025 UWMP complements these planning efforts by providing guidance for efficient water use throughout the master planning horizon and identifying water conservation

measures that influence both water demands and associated wastewater flows. Efforts have been made to ensure consistency between the water demand projections, and the projected water use for the 2025 UWMP and current master planning updates.



Notes:

1. The effective planning horizon for water, sanitary sewer, and storm drainage master plans utilizes the 2040 General Plan buildout year (adopted November 2020).

Figure 1-1 Planning Horizons

In 2019, in a joint effort with the City of Morgan Hill, the City of Gilroy completed a Sustainable Water Management Planning document. This plan reviewed and ranked potential supplemental long-term supply projects, including groundwater recharge, recycled water, surface water treatment projects, a scalping plant, and other initiatives. The ranking criteria considered factors such as increased yield to the Llagas Subbasin, cost, location of benefit, ease of implementation, regulatory considerations, and overall resiliency.

1.6 UWMPS AND GRANT OR LOAN ELIGIBILITY

To be eligible for any water grant or loan administered by DWR, a City must have a current UWMP on file that has been determined by DWR to meet the requirements of the following Water Code.

California Water Code

10608.56 (a)	*On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.*
10608.56 (c)	*Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.*

10656	*An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.*

Beginning in 2016, changes to California law require that urban retail water suppliers comply with the water conservation requirements established by the Water Conservation Act of 2009 to be eligible for State water grants or loans. For 2025 UWMPs, compliance with this Act means that a water agency must have met its 2025 Urban Water Use Target, which is discussed further in another Chapter. This compliance must be documented and reported in the 2025 UWMP.

1.7 SUBMITTAL TABLES

This report includes the completed tables required by DWR in the 2025 UWMP Guidebook (January 2026), and included in **Appendix B**.

California Water Code

10644 (a)(2)	*The plan, or amendments to the plan, submitted to the department … shall include any standardized forms, tables, or displays specified by the department.*

As part of this 2025 UWMP, submittal tables required by the 2025 UWMP Guidebook were completed electronically using the DWR provided 2025 MS Excel workbook, and also filed electronically with DWR. Additionally, each 2025 submittal table is included in this document, within its respective section. Furthermore, each chapter includes a section summarizing the submittal tables.

1.8 REPORT ORGANIZATION

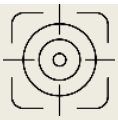
This report is organized in accordance with the outline suggested by the Department of Water Resources for the 2025 Urban Water Management Plans. According to the 2025 UWMP Guidebook, the following items and updates are provided with further explanation.

Chapter	Title	Description
Chapter 1	**Introduction and Overview**	This chapter introduces the purpose of the Urban Water Management Plan (UWMP), its importance, and its overall focus to meet statuary reporting requirements for submission to the California Department of Water Resources (DWR).
Chapter 2	**Plan Preparation**	This chapter describes the process used as well as the coordination and outreach during the preparation of the UWMP. The chapter also includes guidance and tables to ensure consistent use throughout the UWMP for two key elements: the use of a fiscal or calendar year, and the specific units of measurement the City uses to report water volumes.

Chapter 3	**Service Area Description**	This chapter describes the City's water service area, including existing and future land use types, climate, and historical and projected population.
Chapter 4	**Existing and Projected Water Demands**	This chapter provides a description of the current water uses as well as projected water uses through year 2050. Additionally, a description of potential recycled water uses is included.
Chapter 5	**Water Conservation Requirements**	This chapter includes the City's per-capita water conservation target requirements (SB X7-7) as calculated in previous UWMPs and monitors compliance in accordance with the Water Code. As California built the Urban Water Use Objective (UWUO) framework on top of the conservation goals from SB X7-7, using it as a benchmark and requiring suppliers' overall objectives to go beyond the older 20% by 2020 target to ensure ongoing water conservation efforts.
Chapter 6	**Normal-Year Water Supply**	This chapter summarizes the City's current and planned water supply sources and volumes, including characterization of the groundwater basins.
Chapter 7	**Water Service Reliability Assessment**	This chapter assesses the reliability of the City's water supply under normal conditions, single-year dry conditions, and consecutive five-year dry conditions. The assessment includes a comparison of water use versus expected water supply through 2050, and includes the Drought Risk Assessment.
Chapter 8	**Water Shortage Contingency Plan**	This chapter includes the City's Water Shortage Contingency Plan (WSCP) which is a required structured plan for dealing with water shortages, incorporating standardized water conservation action levels, along with implementation actions in the event of a catastrophic supply interruption.
Chapter 9	**Demand Management Measures**	This chapter documents the City's efforts to reduce water demand using specific demand measurement measures (DMMs) as well as any other actions to maintain ongoing water conservation.
Chapter 10	**Plan Adoption**	This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.
Appendices		The appendices provide supplemental and relevant information, in support of the report chapters.

CHAPTER 2 – PLAN PREPARATION

This chapter describes the process used as well as the coordination and outreach during the preparation of the UWMP. The chapter also includes guidance and tables to ensure consistent use throughout the UWMP for two key elements: the use of a fiscal or calendar year, and the specific units of measurement the City uses to report water volumes.



Chapter Focus

This chapter provides guidance on determining whether a City is required to prepare a UWMP, the various levels of regional coordination that a City may employ, and how the City can document consistency with plan preparation requirements.

2.1 BASIS FOR PREPARING A PLAN

This section documents the basis for preparing the 2025 UWMP and includes references to the relevant California Water Code.

California Water Code

10617	*"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.*
10608.12 (t)	*"Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.*
10621 (a)	*Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.*

The California Water Code (CWC) defines an "urban water supplier" as a publicly or privately owned supplier that provides water for municipal purposes either directly or indirectly to more than 3,000 customers or supplies more than 3,000 acre-feet of water annually. At the time of preparation of the 2025 UWMP, the City of Gilroy supplied water to over 15,935 active service connections in 2025, with a corresponding 2025 volume of approximately 7,913 acre-ft, as

summarized in Table 2-1. Thus, the City of Gilroy qualifies as an urban water supplier and has been preparing an Urban Water Management Plan every five years.

The City's Public Water System identification number (PWSID), regulated by the State Water Board's Division of Drinking Water, is also documented on Table 2-1.

Submittal Table 2-1 Retail: Public Water Systems

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA4310004	City of Gilroy	15,935	7,913
	Total	**15,935**	**7,913**

2.2 INDIVIDUAL OR REGIONAL PLAN

The City's 2025 UWMP is prepared as an individual plan, and the City is not currently part of any regional alliance preparing a regional UWMP. The 2025 UWMP identification as an "individual plan" is documented in Table 2-2.

California Water Code

10620 (d)(1) *An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.*

Submittal Table 2-2: Plan Identification

Select One or Both	Type of Plan	Name of Regional Alliance or RUWMP
☑	**Individual UWMP**	
	☐ Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**	

2.3 SUPPLIER IDENTIFICATION

This section discusses supplier identification.

California Water Code

10608.20 (a)(1) *Urban retail water suppliers … may determine the targets on a fiscal year or calendar year basis.*

This UWMP has been prepared using calendar year (CY) data and incorporates complete data for 2025. All units of measure reported in the tables and submittal tables are in acre-feet (AF), as documented in Table 2-3.

Submittal Table 2-3: Supplier Identification

Type of Supplier	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
Units of measure used in UWMP[1]	
Unit	AF

2.4 COORDINATION AND OUTREACH

This section describes the outreach and coordination efforts conducted for 2025 UWMP. More detailed notifications are documented in a separate chapter.

California Water Code

10620 (d)(3) *Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.*

10621 (b) *Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*

The City's 2025 UWMP is an update to the 2020 UWMP and is intended to address the aspects of the UWMPA that fall under the City's authority, specifically water supply and water use. The draft plan has been shared with regional stakeholders and made available to the public in electronic

format on the City's website. The wholesale water suppliers informed of the City's projected water use are listed in Table 2-4.

The UWMPA requires that the adopted UWMP demonstrate the water agency solicited public participation. In accordance with this requirement, the City held a public hearing to allow community members to provide comments, learn about existing and future water supplies, and raise concerns towards the plan being adopted. A notice of the public hearing was published in the local newspaper on _____ and _____, 2026, notifying interested parties that the draft 2025 UWMP was available at various City facilities and on the City's web page (https://www.cityofgilroy.org/) for review two successive weeks prior to adoption. After public review, the plan was adopted on _____, 2026.

Submittal Table 2-4 Retail: Water Supplier Information Exchange
Water Code Section 10631(h)

Wholesale Water Supplier Name
Valley Water

2.5 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 2-1 Public Water Systems
- Table 2-2 Plan Identification
- Table 2-3 Supplier Identification
- Table 2-4 Water Supplier Information Exchange

CHAPTER 3 – SERVICE AREA DESCRIPTION

This chapter describes the City's water service area, including existing and future land use types, climate, and historical and projected population.

Chapter Focus

This chapter describes the City's water service area, including the discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. It also summarizes historical and projected population trends and provides an overview of the City's demographics and socioeconomic conditions.

3.1 GENERAL DESCRIPTION

This section documents the City's location, service area, land use, and socioeconomic conditions.

California Water Code

10631 (a) *Describe the service area of the supplier…*

3.1.1 Location

The City is located in Santa Clara County, approximately 30 miles south of the City of San Jose, 15 miles northwest of the City of Hollister, and 25 miles to the east of the City of Santa Cruz (Figure 3-1). The City's closest neighbor, the City of Morgan Hill, is located 10 miles to the north. Highway 101 bisects the eastern boundary of the City in the north-south direction, and Highway 152 bisects the middle of the City in the east-west direction. In 2002, the City outlined the long-term Ultimate Growth Boundary (UGB), which was approved by City Council, and identified lands intended for future urbanization within the City service area.

3.1.2 Land Use

According to the City's 2023 Water System Master Plan (WSMP) Update, the City's UGB encompasses approximately 10,272 acres of varying land-use types, which are defined as follows: 3,045 acres of residential; 4,750 acres of non-residential, including but not limited to: commercial, industrial, and institutional; and 2,477 acres of other non-demand generating land-use types such as rural county, open space and landscape irrigation. The residential component can be further subdivided, with 90 percent of the total residential acres designated for single-

family dwellings and the remaining 10 percent for multi-family dwellings within the city limits. The existing and future land use maps, extracted from the City's 2023 WSMP Update, are shown on **Figure 3-3** and **Figure 3-4,** respectively. The existing and future land use information was the basis of water demand and supply planning for the City's 2023 WSMP Update.

3.1.3 Socioeconomic Conditions

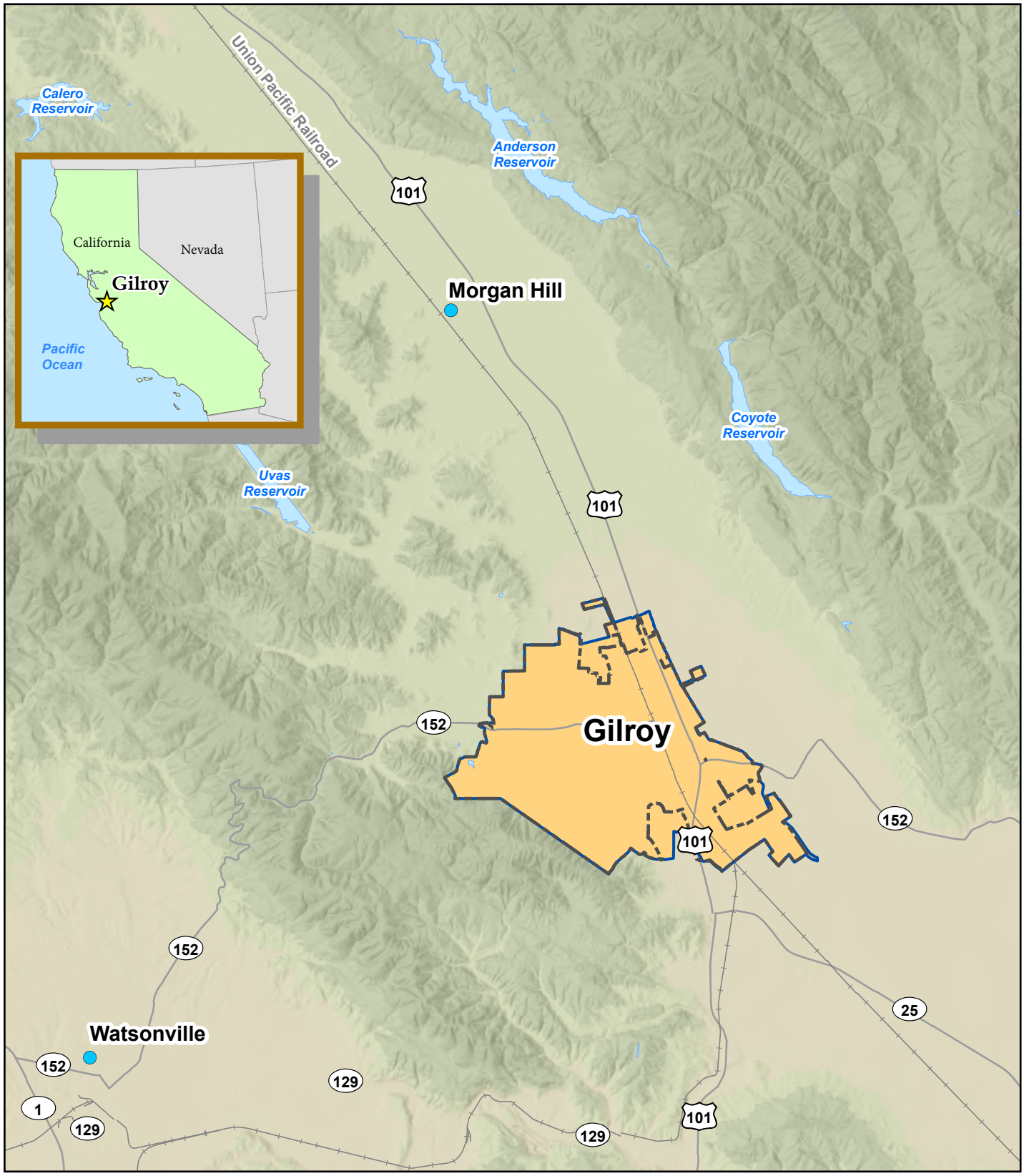
Based on data from the U.S. Census American Community Survey, the City has a median household income of approximately $133,107 per year and a per capita income of approximately $48,965 per year as of 2024. Approximately 29.3% of the population has a bachelor's degree or higher and 83.4% have a high school diploma or higher. Approximately 6.7% of the population lives below the poverty line.

According to population and housing statistics prepared by the California Department of Finance (DOF), the City has an average household occupancy of 3.27 people per household in 2025. Approximately 74% of the current residential units are single-family residences, with the other 26% reflecting multiple-family dwelling units. The 2025 residential vacancy rate is approximately 3.4%.

According to the City's General Plan, the primary sectors of employment are manufacturing and health services. The City's proximity to Silicon Valley plays an important role in economic activity, and agricultural production continues to be an important element to the City. The most recent unemployment rate was listed as 6.3%.

3.2 SERVICE AREA BOUNDARY MAPS

The City's most recent General Plan was adopted in November 2020 and outlines the UGB. Infrastructure improvements necessary to serve lands within the UGB were outlined in the City's 2023 water distribution, sewer collection, and storm drainage master plans. As shown in **Figure 3-2**, the City's existing water service area is generally consistent with the existing UGB. The City's UGB incorporates approximately 16.1 square miles and is the City's ultimate growth boundary for the life of the current General Plan; it is assumed that the UGB describes water system service area, as shown in **Figure 3-4**.



Legend

- Cities
- Study Area
- City Limits
- Urban Growth Boundary
- Highways
- Railroads
- Lakes

Elevation (ft)

- 0 - 250
- 250 - 500
- 500 - 1,000
- 1,000 - 2,000
- 2,000 - 3,000
- 3,000 - 4,000

PRELIMINARY

N W GIS E S

0 0.5 1 2 Miles

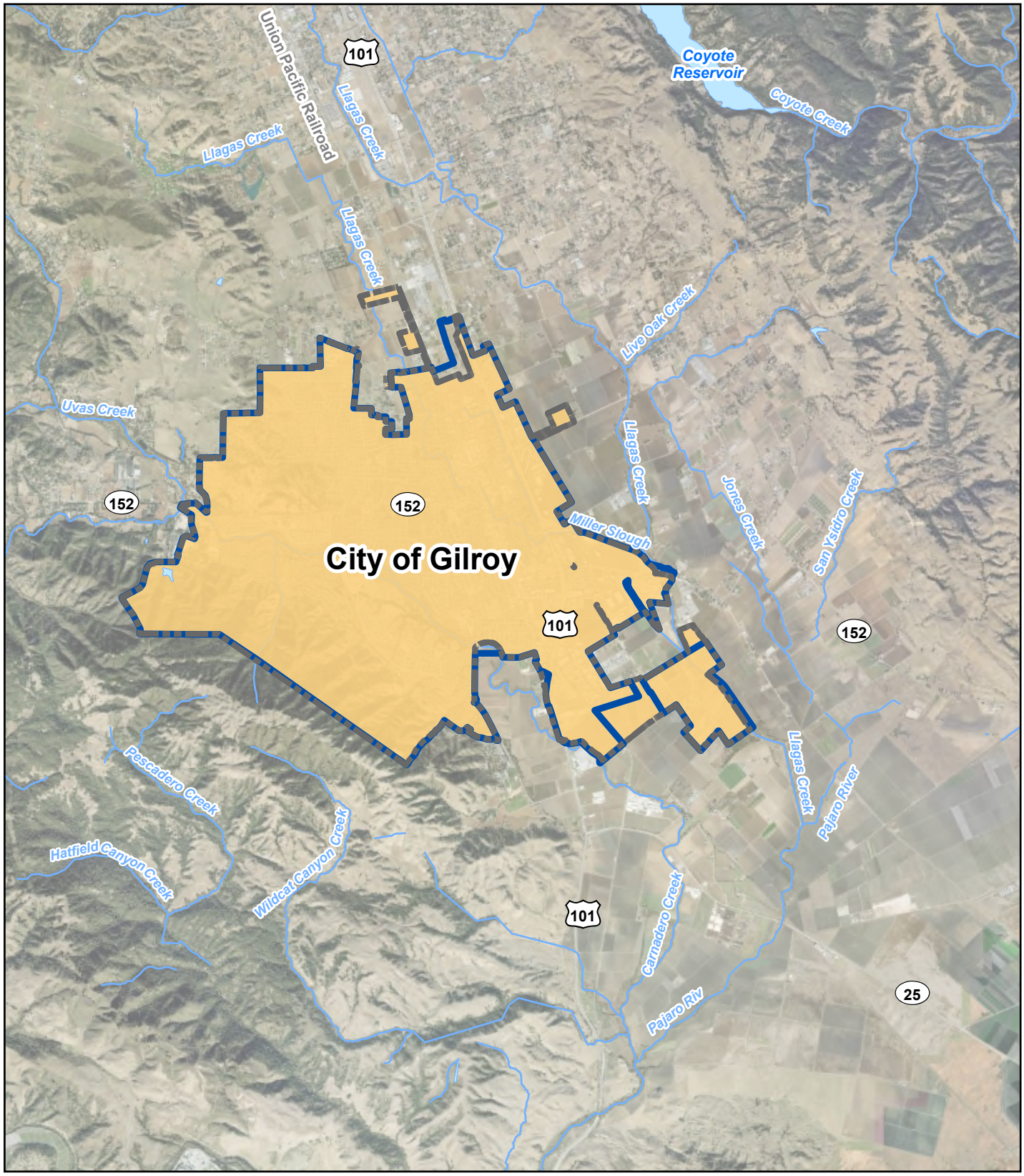
Updated: February 10, 2026

AKEL ENGINEERING GROUP, INC.

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Figure 3-1
Regional Location Map

2025 Urban Water Management Plan
City of Gilroy



Legend

PRELIMINARY

Boundaries

- Urban Service Area
- City Limits
- Rivers & Creeks
- Waterbodies

N
W GIS E
S

0 0.5 1 2 Miles

Updated: February 10, 2026

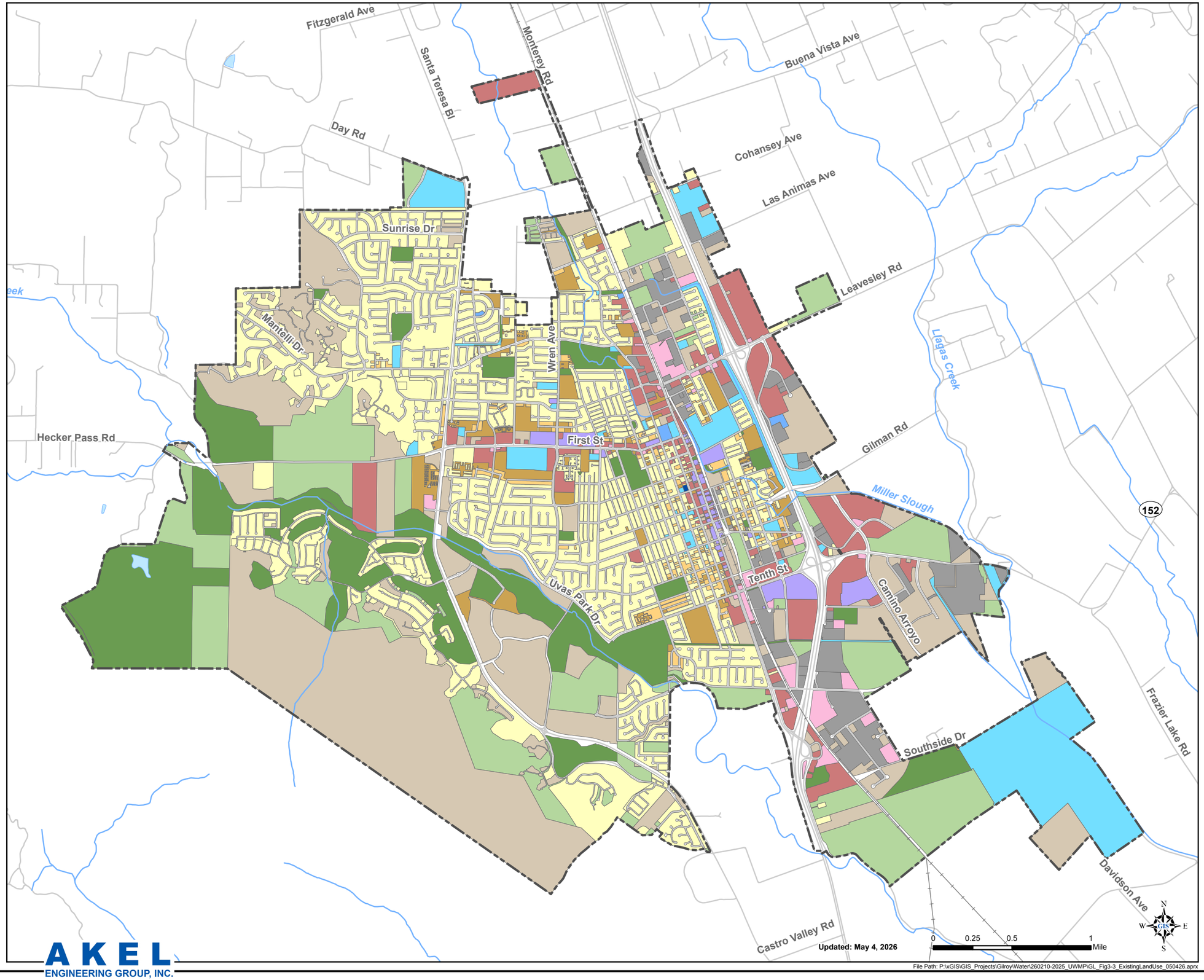
AKEL ENGINEERING GROUP, INC.

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Figure 3-2
Existing Service Area

2025 Urban Water management Plan
City of Gilroy

gilroy



Legend

Existing Land Use

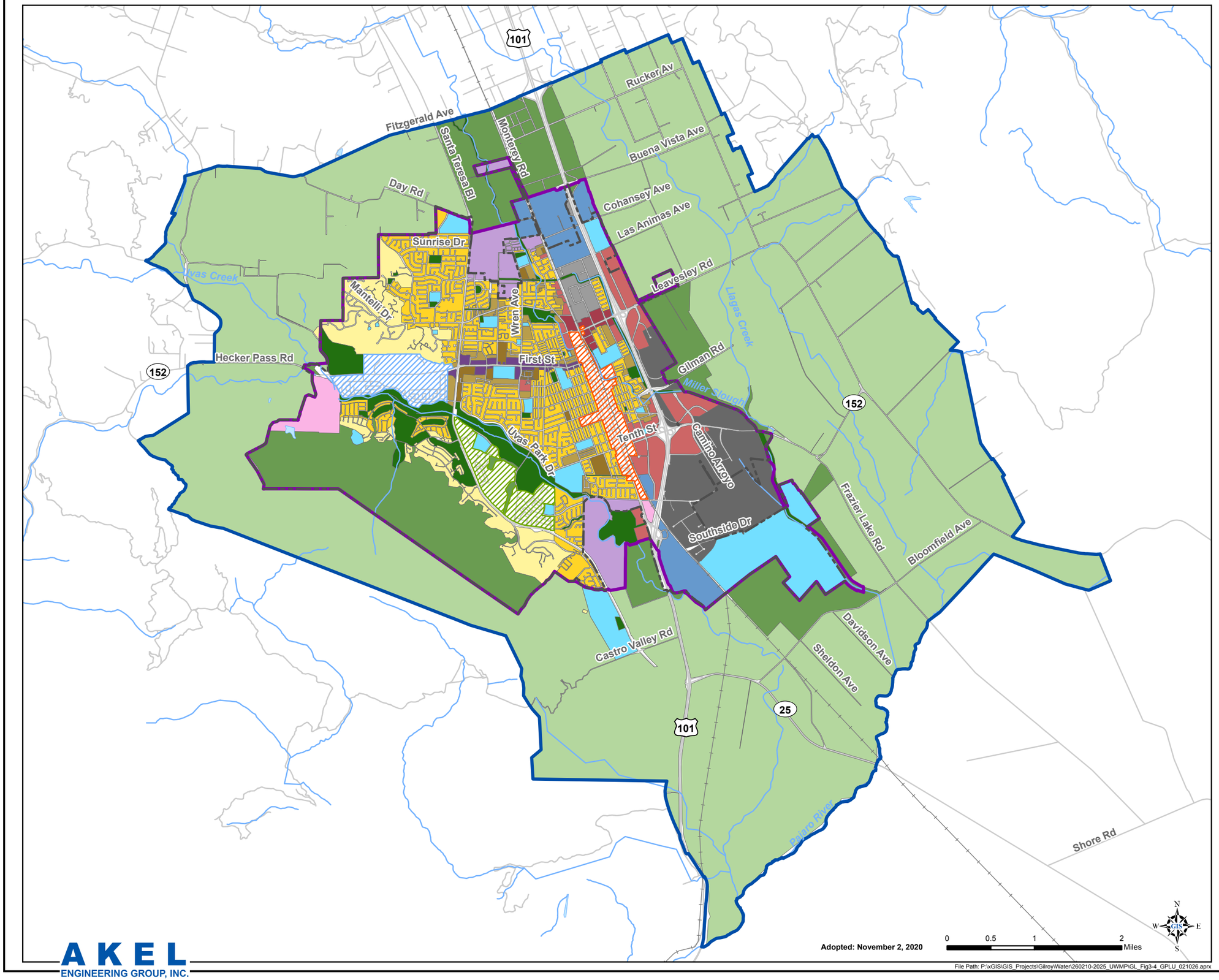
- Low Density Residentia
- Medium Density Residential
- High Density Residential
- Neighborhood District
- Public/Quasi-Public Facility
- Educational Facility
- Professional Office
- General Services Commercial
- Visitor-Serving Commercial
- Industrial
- Open Space
- Park and Recreation Facility
- Vacant
- City Limits
- Roads
- Railroads
- Rivers & Creeks
- Waterbodies

PRELIMINARY

Figure 3-3
Existing Land Use

2025 Urban Water Management Plan
City of Gilroy

AKEL
ENGINEERING GROUP, INC.



Legend

Boundaries
- Planning Area/Sphere of Influence
- Urban Growth Boundary
- City Limits

General Plan Land Use
- Hillside Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- General Services Commercial
- City Gateway District
- Visitor Serving Commercial
- General Industrial
- Employment Center
- Industrial Park
- Public and Quasi-Public Facility
- Neighborhood District
- Mixed Use
- Rural County
- Open Space
- Park and Recreation Facility

Specific Plan Areas
- Downtown
- Glen Loma Ranch
- Hecker Pass
- Roads
- Railroads
- Rivers & Creeks
- Waterbodies

PRELIMINARY

Figure 3-4
2040 General Plan Land Use

2025 Urban Water Management Plan
City of Gilroy

AKEL ENGINEERING GROUP, INC.

3.3 SERVICE AREA CLIMATE

The following sections include a description of the City's historical climate data as well as a general summary of the potential impacts due to climate change.

California Water Code

10630	*It is the intention of the Legislature, in enacting this part, to permit levels of water management planning … while accounting for impacts from climate change.*
10631 (a)	*Describe the service area of the supplier, including … "climate…"*

3.3.1 Historic Climate Data

The City has historically had a temperate climate due to its location in Santa Clara Valley and its proximity to the Pacific Ocean. The mean annual temperature in the City is 74.3 degrees Fahrenheit (°F), with the hottest month being August at approximately 86.3 °F for the average high, and the coldest month being December, with an average low of approximately 37.3 °F. The City has a historical average annual rainfall of approximately 17.0 inches, with the majority of the rainfall occurring from November to March. These months typically experience between 3 to 4 inches total. The average annual evapotranspiration (ETo) is approximately 52.7 inches. Average climate data is included in Table 3-1A.

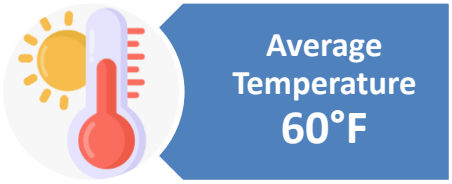




Table 3-1A Average Climate Data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average ETo (inches)	1.7	2.5	3.7	5.2	6.4	7.3	6.9	6.2	5.2	3.9	2.2	1.6	**52.7**
Rainfall (inches)	3.4	3.0	2.9	1.2	0.4	0.1	0.0	0.0	0.2	0.9	1.7	3.2	**17.0**
Average Maximum Temp. (°F)	61.4	64.3	67.4	72.3	77.0	83.2	86.2	86.3	85.3	79.1	68.2	60.8	**74.3**
Average Minimum Temp. (°F)	37.5	39.4	42.2	44.4	48.2	51.6	53.9	54.1	52.3	47.3	40.7	37.3	**45.7**

Notes:

1. Source: WRCC station 043417 (Mar 1906-Jun 2016)
2. Source: CIMIS Station 211 (Sept 2009-Dec 2025)

Historical rainfall in the city is shown in Figure 3-5 and has ranged from 2.56 inches in 2013 to 37.8 inches in 1983.

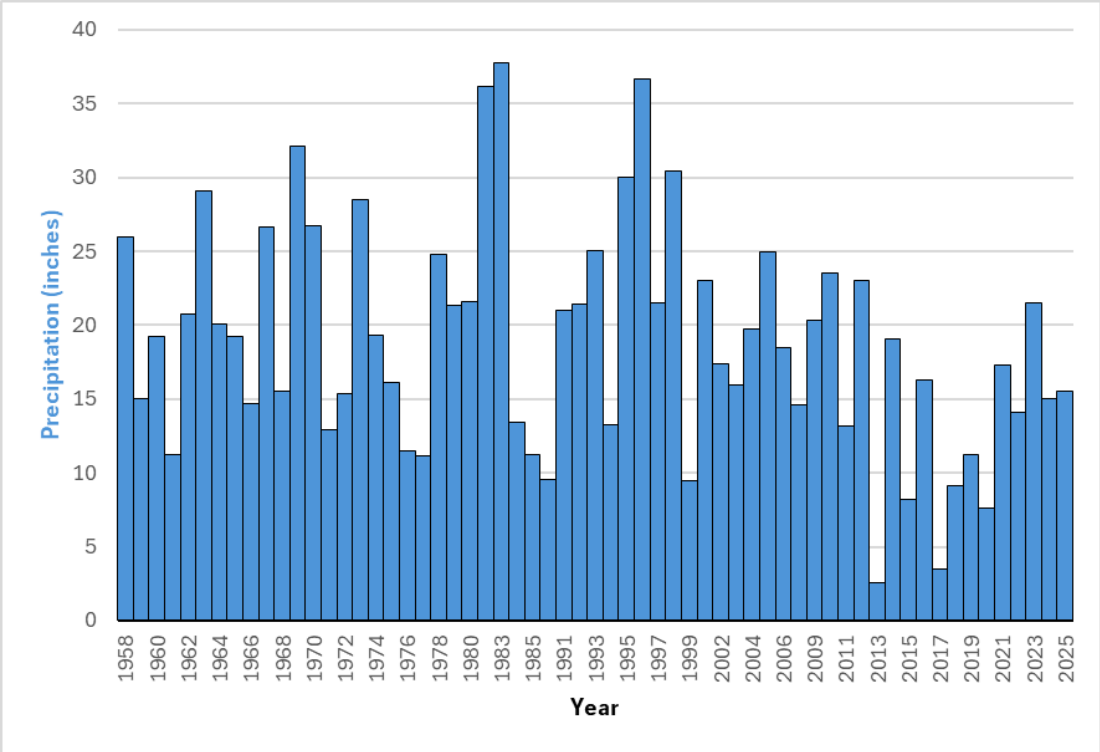


Figure 3-5 Historical Annual Rainfall

3.3.2 Climate Change

As part of the 2025 UWMP update, the California Water Code requires urban water suppliers to provide a general description of the climate change impact within the service area. Based on the City's location and current climate, the most notable changes in climate are related to increasing average temperatures, intensifying storm events, and periods of extended drought. Other effects, such as decreasing snowpack or rising sea levels do not have a direct impact on the City's water demand or supply. Changes in annual precipitation and temperature will likely have an impact on the City's overall water use as well as available supply volumes.

As the local Groundwater Sustainability Agency, Valley Water is in the process of developing multiple studies to estimate the impact of climate change throughout Santa Clara County and proactively plan for the future.

The Valley Water Board of Directors adopted Climate Change Action Plan in 2021 which includes seven goals related to climate mitigation, climate adaptation and emergency preparedness:

- Goal 1: Reduce Direct Greenhouse Gas Emissions
- Goal 2: Expand Renewable Energy and Improve Energy Efficiency
- Goal 3: Reduce Indirect Greenhouse Gas Emissions

- Goal 4: Water Supply Adaptation
- Goal 5: Flood Protection Adaptation in Santa Clara County
- Goal 6: Ecosystem Adaptation in Santa Clara County
- Goal 7: Emergency Preparedness

Valley Water published the Climate Change Action Plan (CCAP) Annual Implementation Report for fiscal years (FY) 2022 and 2023, which includes progress updates and a summary of actions taken since the adoption of the CCAP. Water supply adaptation is one of the plan's goals, and the report highlights multiple strategies and project initiatives designed to achieve it. Valley Water has continued its efforts to: (1) coordinate with Gilroy in terms of maximizing non-potable reuse and, (2) evaluate future water purification opportunities in both Gilroy and Morgan Hill.

Additionally, Valley Water publishes Extreme Weather Event Action Plan (EWEAP) Biennial Reports to track implementation progress and highlight how the agency's projects and programs are evolving to meet climate challenges. The latest report, published for Fiscal Years 2024 and 2025, highlights the adoption of a long-term water demand guidance through the Water Supply Master Plan 2050 in November 2025; the approval of a potable/drinkable water reuse goal of up to 24,000 AFY by 2035; and on-going projects to ensure a safe and reliable long-term water supply.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

The City is a growing community with over 1.5 percent of the Santa Clara County population residing within the City limits. Department of Finance records estimate the 2025 population of Gilroy at 62,205.

3.4.1 Service Area Population

California Water Code

10631 (a) *Describe the service area of the supplier, including current and projected population …The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.*

The current and projected service area population is summarized in **Table 3-1**. The population projections are based on the following growth rates:

- **1990-2025:** The historical growth rate average is calculated at 1.5% per year.
- **2026-2050:** Assumes 1.5% per year based on the historical growth rate and information given from the City on population projections.

According to 2024 United States Census Bureau's data, the City has a racially diverse population which is White (31.0%), Black or African American (1.9%), American Indian and Alaska Native

(1.6%), Asian (9.4%), Native Hawaiian and Pacific Islander (0.6%), Hispanic or Latino (58.9%), with the rest more than one race or other race.

Submittal Table 3-1 Retail: Population - Current and Projected

Water Code Section 10631(a)

2025	2030	2035	2040	2045	2050
62,205	64,840	68,283	71,908	75,726	79,746

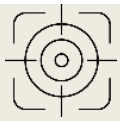
3.5 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 3-1 Population-Current and Projected

CHAPTER 4 – EXISTING AND PROJECTED WATER DEMANDS

This chapter provides a description of the current water uses as well as projected water uses through year 2050. Additionally, a description of potential recycled water uses is included.



Chapter Focus

This chapter describes the City's water service area. This description includes discussion of the City's location, the boundaries of the water service area, existing and future land use types, and climate. This chapter also summarizes the historical and projected population as well as a review of the City's demographics and socioeconomic conditions.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

The California State Water Code requires documentation of water use within the City's service area for potable, recycled, and raw water demands, as applicable. While the City does not provide any deliveries of raw water, treated wastewater effluent is used to irrigate crops on privately owned land and is discussed in more detail in a later Chapter. The remaining sections within this chapter summarize the historical and projected water use. The water use projection also includes preliminary estimation for recycled water demands, based on potable water demand and return-to-sewer ratio.

4.2 PAST, CURRENT AND PROJECTED WATER USE BY SECTOR

This section documents the historical and projected water use as well as the maximum day demand.

California Water Code

10631 (d)(1)	*For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:* *(A) Single-family residential.* *(B) Multifamily.* *(C) Commercial.* *(D) Industrial.* *(E) Institutional and governmental.* *(F) Landscape.* *(G) Sales to other agencies.*

	(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof. *(I) Agricultural.* *(J) Distribution system water loss.*
10631 (d)(2)	*The water use projections shall be in the same five-year increments described in subdivision (a).*

4.2.1 Historical Water Use

The relationship between water use and population is illustrated in Figure 4-1, which shows that water consumption declined after the 2007–2010, 2012–2016 and then 2020-2022 drought periods, despite continued population growth over the same timeframe.

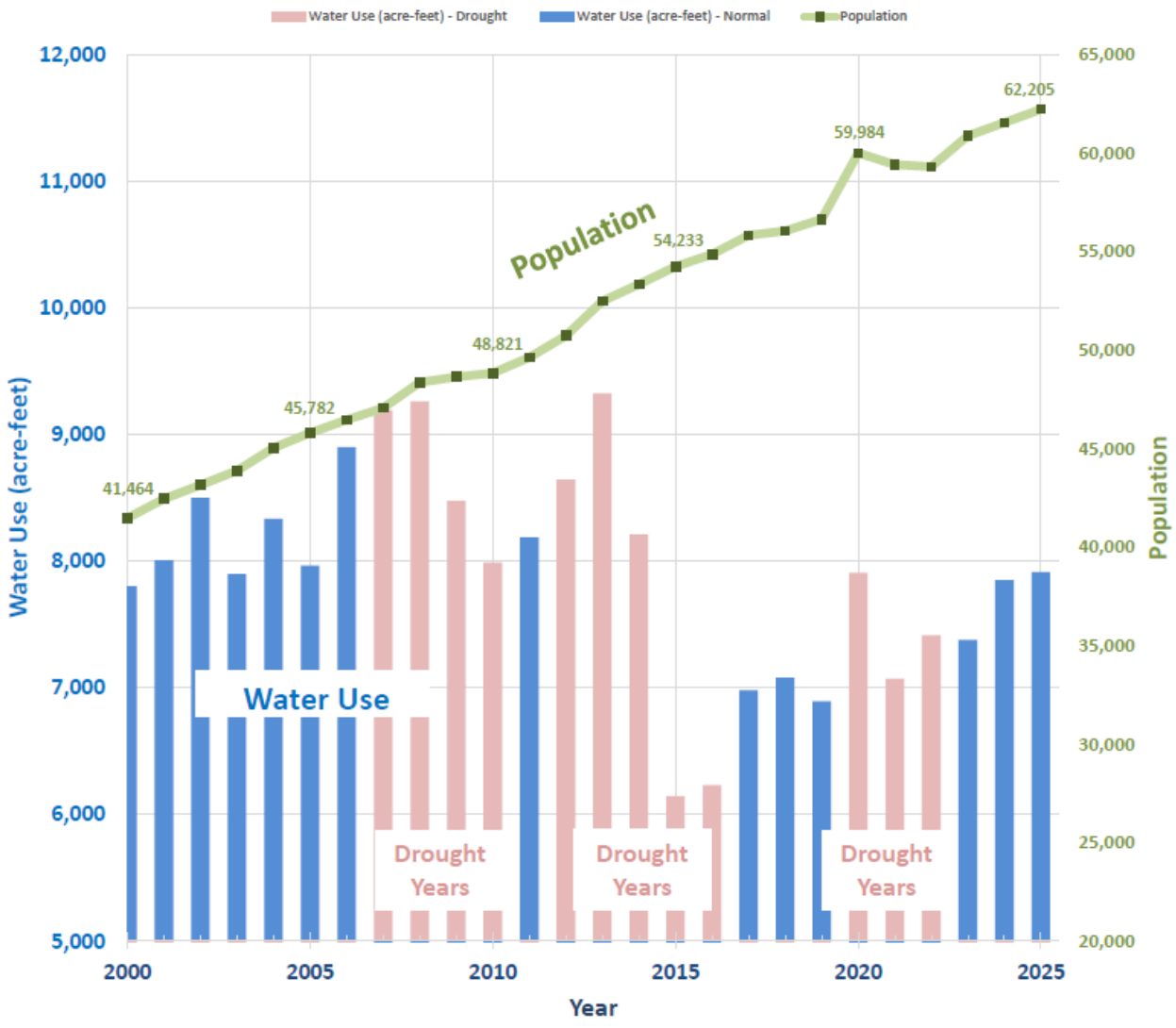


Figure 4-1 Historic Water Use and Population

4.2.2 Current Water Use

The City currently provides domestic water to residential, commercial and institutional customers within the City limits. At the time of preparation of the 2025 UWMP, based on the most recent available data, the City maintains over 15,935 individual connections to the water system. In 2025, total domestic water use was approximately 7,913 AF, as summarized in Table 4-1.

Submittal Table 4-1 Retail: 2025 Actual Total Uses for Potable and Non-Potable Water
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
		Level of Treatment When Delivered (OPTIONAL)	Volume (AF)
Single Family		Potable	4,140
Multi-Family		Potable	846
Commercial	Commercial & Institutional	Potable	1,267
Landscape		Potable	698
Other (optional)	Hydrant & City	Potable	195
Distribution System Water Loss		Potable	766
		Subtotal Potable	**7,913**
		Subtotal Non-Potable	**0**
		Total	**7,913**

Notes:

1. Includes Commercial and institutional Use Types
2. Losses (Non-revenue) include unbilled metered

4.2.3 Projected Water Use

This section documents the projected water use data.

California Water Code

10631 (d)(4)(A) *Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.*

10633 *The plan shall provide, to the extent available, information on recycled water...and shall include all of the following: ...*

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision...

The city-wide projected potable water demands by water use type through the year 2050 are summarized in Tables 4-2, and the demands include estimated future water savings from active conservation activities (Tables 4-3). To calculate the total projected potable water demand through the UWMP planning horizon of 2050, the City's 2025 urban water use target of 133 gallons per capita per day (gpcd) was applied to the projected population.

These projections also incorporate future water use reductions of up to five percent resulting from active water savings, as described in a following section. For planning purposes, the proportion of projected demand by use type is assumed to be consistent with current consumption trends, which reflects a majority of users in single-family and multi-family residential categories.

Submittal Table 4-2 Retail: Total Uses of Potable, and Non-Potable Water - Projected

Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Level of Treatment When Delivered (OPTIONAL)	Projected Water Use (Report To the Extent that Records are Available) 2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Single Family		Potable	4,802	5,057	5,325	5,608	5,905
Multi-Family		Potable	981	1,033	1,088	1,146	1,207
Commercial	Include Institutional	Potable	1,470	1,548	1,630	1,716	1,807
Landscape		Potable	810	853	898	945	996
Other (optional)		Potable	226	238	251	264	278
Distribution System Water Loss		Potable	888	936	985	1,038	1,093
Other (optional)	Recycled Water	Non-Potable	1,507	1,864	2,218	2,570	2,570
		Subtotal Potable	**9,177**	**9,664**	**10,177**	**10,717**	**11,286**
		Subtotal Non-Potable	**1,507**	**1,864**	**2,218**	**2,570**	**2,570**
		Total	**10,684**	**11,528**	**12,395**	**13,287**	**13,856**

Submittal Table 4-3 Retail: Inclusion in Water Use Projections

Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)

Are Future Water Savings Included in Projections?	Yes
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.	4.2
Are Lower Income Residential Demands Included In Projections?	Yes

4.2.4 Passive Water Savings

Passive water savings include water use reduction that results from codes, standards, ordinances, and other plans (Table 4-4). These various sources of water savings typically result from state or regional requirements or guidelines, which are then implemented by the City. Examples of these codes and ordinances are as follows:

- **Model Water Efficient Landscape Ordinance (MWELO):** In 2015, DWR was tasked with updating the MWELO to increase water efficiency standards for new and retrofitted landscapes. This includes encouragement in the use of more efficient irrigation systems, greywater usage, and onsite stormwater capture.
- **California Energy Commission Title 20:** This includes appliance standards for toilets, urinals, faucets, and showerheads. These standards impact both new construction and replacement fixtures in existing homes.
- **CALGreen Building Code:** The code requires residential and non-residential water efficiency and conservation measures for new buildings and structures.
- **California's AB 1572 (2023):** AB 1572 prohibits using potable water on nonfunctional turf (such as decorative grass not used for recreation) in phases, and between 2027 to 2031. The ban starts with state/local government on January 1, 2027, moves to commercial/institutional in 2028, and then homeowners associations (HOAs) in January 1, 2029. Compliance self-certifications for large properties start on January 1, 2030.

Passive water savings are expected to continue to be a factor in new construction, however new regulations such as AB 1572 prohibitions, reducing turf in commercial and homeowners associations are expected to be noticeable. For planning purposes, it is assumed that these passive water savings will result in up to five percent reduction in water use, and were incorporated in the demand projections shown in Table 4-2.

Submittal Table 4-4 Retail: Passive Water Savings Projections

Water Code Section 10631(d)(4)(A)

Description (Codes, Standards, Ordinances, or Plans)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)
Codes, Standards, Ordinances, and Plans	483	509	536	565	594

4.2.5 Active Conservation Program Savings

While the demand projections included on Table 4-2 accounted for passive water savings, as discussed in the previous section, the City is taking a more conservative approach and excluding future active conservation savings, which are usually achieved through the programs and activities implemented by the City as part of its water conservation program. The City's water

conservation programs and demand management measures are discussed in detail in **Chapter 9** – Demand Management Measures. Active savings that are part of previous conservation efforts and reflected in historical demands, are also reflected in the projections. Only additional active savings are excluded.

4.2.6 Water Use for Lower Income Households

California Water Code

10631.1 (a)	*The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.*
10631.1 (b)	*It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.*

California Health and Safety Code

50079.5 (a)	*"Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families… In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.*

SB 1087 (Florez, 2005) amended the UWMPA to require urban water suppliers to include single-family and multi-family residential units for lower-income households, as identified by the City, County, or both, within the service area of the provider. As part of the City's 2040 General Plan, an updated Housing Element was released, providing the number of lower-income housing units allocated through 2021. According to the Housing Element, 21 percent of the Regional Housing Needs Allocations (RHNA) must be affordable to lower-income households. The projected residential water demands presented in **Table 4-2** reflect this allocation for lower-income households.

4.2.7 Climate Change Considerations

California Water Code

10630	*It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.*
10635 (b)	*Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment …(and) shall include each of the following …* *(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.*

Based on the City's location and current climate, the most significant changes include rising average temperature, more intense storm events, and extended periods of drought. While the

precise effects of climate change on water demand remain uncertain, increased temperatures and extended drought periods are expected to influence water consumption. According to the Valley Water 2020 UWMP, a preliminary climate study indicates that the average annual maximum temperature in Santa Clara County could rise by 2.0°F by 2050, while precipitation is expected to continue exhibiting high year-to-year variability, with both very wet and very dry years. Without continued water conservation efforts, these changes in annual temperature and precipitation patterns may lead to higher water demand, particularly for outdoor irrigation and agricultural uses.

4.3 DISTRIBUTIONS SYSTEM WATER LOSSES

California Water Code

10631 (d)(3)(A)	*The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.*
10631 (d)(3)(B)	*The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.*
10631 (d)(3)(C)	*In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.*

4.3.1 Previous Five Years Distribution System Losses

As part of the 2025 UWMP update, urban water suppliers are required to quantify the previous five years' distribution system water losses in a manner consistent with the American Water Works Association (AWWA) water system balance methodology. The City has completed the required water loss audit worksheet in accordance with the DWR. Table 4-5 documents the reported water loss information for 2020-2024.

Submittal Table 4-5 Retail: Water Loss Audit Reporting

Water Code Section 10631(d)(3)(A)

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program
CA4310006	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

4.3.2 Progress Toward Meeting the Water Loss Performance Standard

Pursuant to Water Code Section 10631(d)(3)(C), Retail Suppliers are required to provide data demonstrating whether the Retail Supplier met its State Water Board Water Loss Performance

Standard in 23 CCR Section 980 et seq. for each applicable PWS. Submittal **Table 4-6** allows for reporting on progress toward meeting the Water Loss Performance Standard.

The Water Loss Performance Standard does not have to be met until 2028. However, Water Code Section 10631(d)(3)(C) still requires that Retail Suppliers include data in their 2025 UWMPs to show whether they met it. For clarification purposes, the following definition is provided to distinguish between “real loss” and “apparent loss”: real loss is physical water leaving the pipes via leaks and not reaching customers; while apparent loss is related to inaccurate meters, data errors, and thefts.

From Submittal **Table 4-6**, the current real water loss per unit per day is 28.9 gallons per connection per day, which exceeds the 2028 standard of 18.0 gallons per connection per day. In contrast, the current apparent loss per unit per day is 2.0 gallons per connection per day, significantly below the 2028 standard of 8.8 gallons per connection per day. This comparison suggests that apparent loss is not a primary concern. However, the elevated real loss warrants further investigation, particularly for potential leaks within the storage system, transmission and distribution mains, and service lines up to and including the meter.

4.4 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 4-1:2025 Actual Uses for Potable and Non-Potable Water
- Table 4-2: Total Uses of Potable and Non-Potable Water-Projected
- Table 4-3: Total Water Use (Potable and Non-Potable) Inclusion in Water Use Projections
- Table 4-4: Passive Water Savings Projections
- Table 4-5: Water Loss Audit Reporting
- Table 4-6: Progress Towards 2028 Water Loss Standard

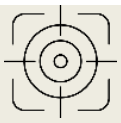
Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard

Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
CA4310004	Yes	17.985	Gallons per Service Connection per Day (GPSCD)	15,935	487	28.9	8.8	Gallons per Service Connection per Day (GPSCD)	15,935	33.7	2.0

CHAPTER 5 – WATER CONSERVATION REQUIREMENTS

This chapter includes the City's per-capita water conservation target requirements (SB X7-7) as calculated in previous UWMPs and monitors compliance in accordance with the Water Code. As California built the Urban Water Use Objective (UWUO) framework on top of the conservation goals from SB X7-7, using it as a benchmark and requiring suppliers' overall objectives to go beyond the older 20% by 2020 target to ensure ongoing water conservation efforts.



Chapter Focus

The purpose of the SB X7-7 Baseline, 2020 Targets, and 2025 Reporting chapter in the City's 2025 UWMP is to document the City's progress toward achieving its urban water-use efficiency targets, in accordance with California Water Code Section 10608.40. This chapter provides the framework for meeting UWMP reporting requirements, with detailed calculation methods and considerations for establishing SB X7-7 baselines, targets, and compliance values.

5.1 REPORTING REQUIREMENTS FOR RETAIL SUPPLIERS

California Water Code

10608.40	*Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.*
10608.12 (af)	*"Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.*

5.1.1 2020 Target & Historical Per Capita Use

The need for additional supply sources or storage to accommodate future growth is typically evaluated using historical per capita water consumption, and which is expressed in gallons per capita per day (gpcd), and defines as follows:

- **Gallons Per Capita Per Day (GPCD),** as used in UWMP calculations, represents the total water use within a service area divided by the population. It measures daily per-person water use in gallons.

The future requirements of the supply source are then estimated by applying the per capita consumption rate, expressed in gallons per capita per day (gpcd), to the projected population.

Figure 5-1 presents the City's historical water use per capita in gpcd and the 2020 water use target.

The City's average water use fluctuated between 137 and 176 gallons per capita per day (gpcd) from 1995 to 2014. Since 2014, conservation efforts have successfully reduced per capita water consumption to a range of 101 to 118 gpcd, falling below the 2020 water use target of 133 gpcd.

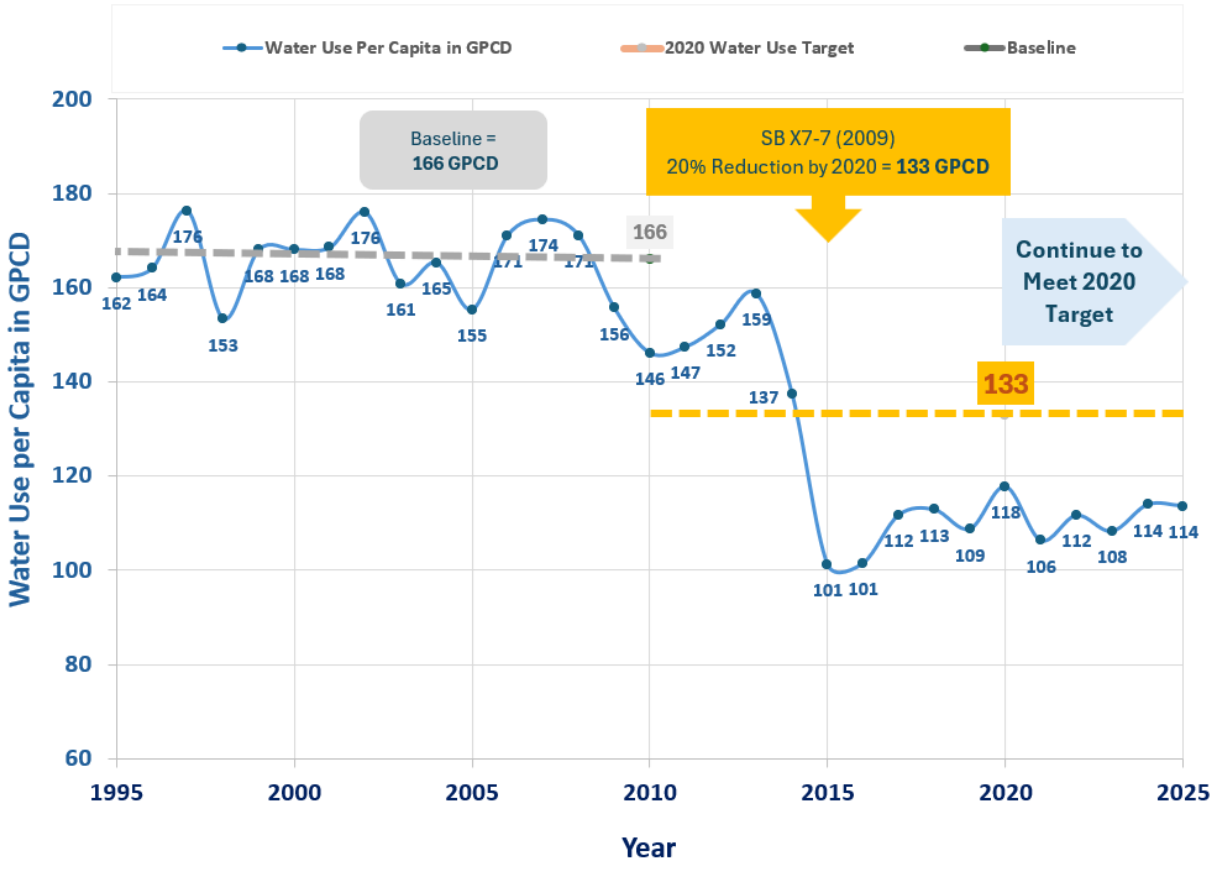


Figure 5-1 Historic Water Consumption Per Capita vs. 2020 Target

5.2 SUPPLIER MET 2020 TARGET IN 2025

Suppliers that met their 2020 Target in 2025 will submit Submittal Table 5-1 and include their "2020 Target" as well as their "2020 Actual GPCD" to verify that they met the SB X7-7 requirement. As directed in the 2025 UWMP guidebook, this information is obtained from the City's 2020 UWMP and the calculations are thus not reproduced.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress

Water Code Section 10608.40

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target?	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?
No	Individual Target	133	118	Yes

5.3 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 5-1: SBX7-7 2020 Target Progress

CHAPTER 6 – NORMAL-YEAR WATER SUPPLY

This chapter summarizes the City's current and planned water supply sources and volumes, including characterization of the groundwater basins.

Chapter Focus

The purpose of this chapter is to describe and quantify the sources of existing and planned water available to the City during a normal year. This chapter includes a description of the groundwater basin underlying the City, as well as ongoing planning efforts for the potential use of recycled water within the City's service area.

California Water Code

10631 (b)	*Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier as described in subdivision (a) [in five-year increments to 20 years or as far as data is available]1, providing supporting and related information, including:* *(1) A detailed discussion of anticipated supply availability under a normal water year,* *(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.* *(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.*

6.1 PURCHASED OR IMPORTED WATER

The City currently uses local groundwater as the sole source of water supply, and at this time does not purchase or import water from any other water suppliers or entities.

6.2 GROUNDWATER

This section provides information on the groundwater basin, groundwater management, groundwater pumping and overdraft conditions and how these conditions will affect the water supply to the City.

California Water Code

10631 (b)(4)	*If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:*

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

The most recent version of California Water Plan Update was released in 2023, and it documents the Department of Water Resources dividing the state into ten separate hydrologic regions. Each hydrologic region is divided into distinct groundwater basins, each of which is typically divided further into smaller interconnected groundwater subbasins.

The following section summarizes the groundwater basin and subbasins underlying the City of Gilroy which is within the *Central Coast Hydrologic Region.*

6.2.1 Basin Description

California Water Code

10631 (b)(4) *If groundwater is identified as an existing or planned source of water available to the supplier, the following information shall be included:*

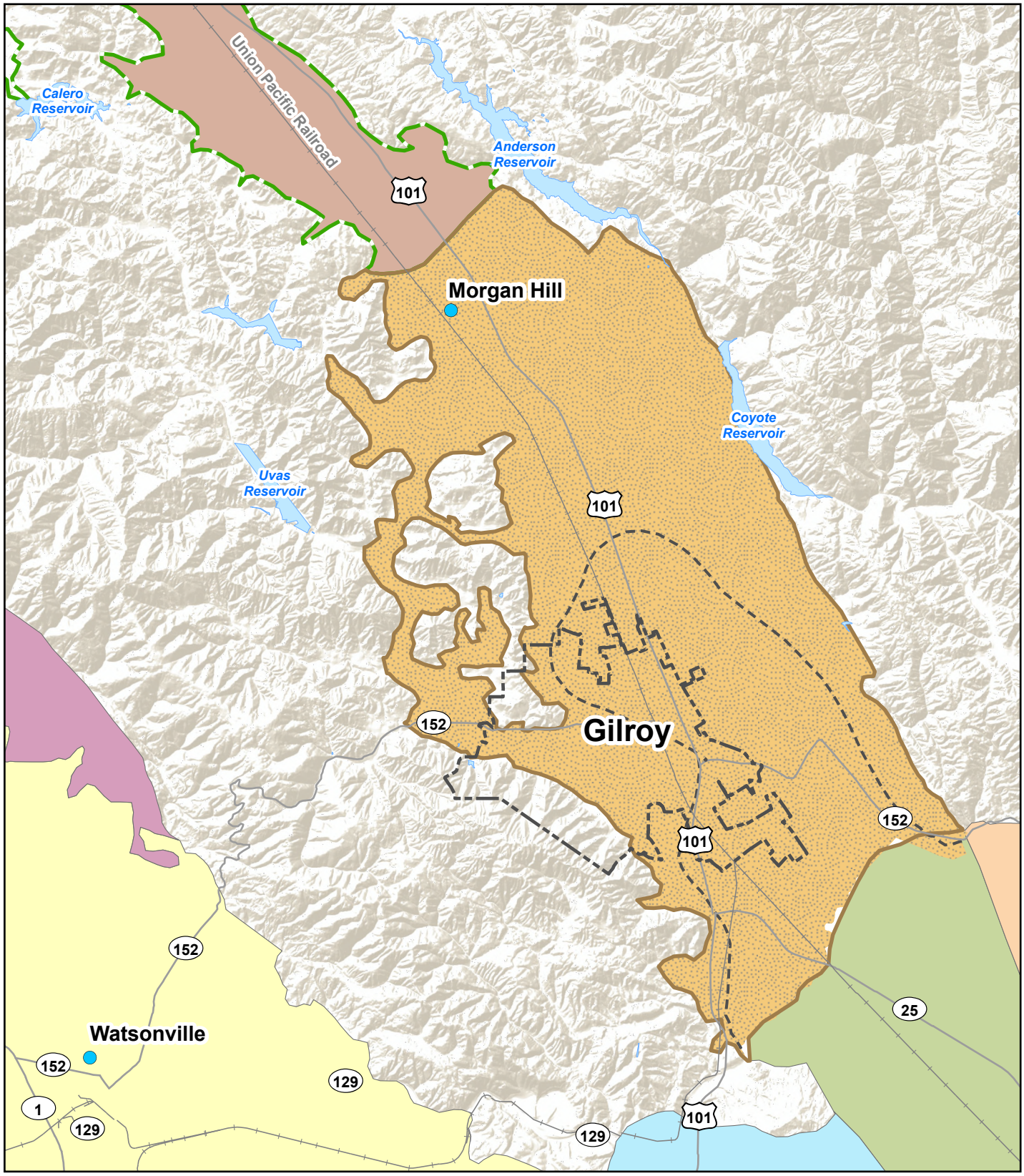
(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

This section provides a brief discussion of the groundwater basin, basin boundary and groundwater quality.

6.2.1.1 Groundwater Basin

The City extracts water from the following groundwater subbasin shown on **Figure 6-1**:

- **Llagas Subbasin:** The Llagas subbasin of the Gilroy-Hollister Groundwater Basin (Subbasin 3-003.01)



Legend

PRELIMINARY

Groundwater Subbasins

DWR Subbasins

- Santa Clara (2-9.02)
- Llagas (3-3.01)
- Pajaro Valley (3-02)
- Bolsa Area (3-03.02)
- Hollister Area (3-03.03)
- San Juan Bautista Area (3-03.04)
- Santa Cruz Purisima Formation (3-21)

Hydrographic Units

- Coyote Valley Recharge Area
- Llagas Recharge Area
- Llagas Confined Area
- Bedrock
- Approximate Extent of Confined Area
- City Limits

N W GIS E S

0 0.5 1 2 Miles

Updated: February 10, 2026

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Gilroy\Water\260210-2025_UWMP\GL_Fig6-1_GroundWaterBasins_021026.aprx

Figure 6-1
Groundwater Subbasins

2025 Urban Water Management Plan
City of Gilroy

gilroy

The subbasin and subarea divisions help better define the aquifer below the City. This subbasin helps filter, transmit, and store water and can also be further defined by the aquifer characteristics, such as confinement and soil properties.

The Llagas subbasin is monitored and addressed by Valley Water. The November 2025 Groundwater Condition Report from Valley Water indicates that groundwater levels in index wells during October 2025 was 15 feet lower than October 2024 levels. The report also states that groundwater pumping in September 2020 was 100% of the five-year average. In contrast, managed recharge in October 2025 reached 114% of the five-year average across Llagas Subbasin.

6.2.1.2 Basin Boundaries

The Llagas Subbasin, located in the southern portion of Santa Clara County, is the subbasin to which the City of Gilroy is located within. It approximately begins at Cochrane Road near the City of Morgan Hill and reaches south to the Santa Clara-San Benito County line. The flow in the Llagas Subbasin is generally to the southeast toward the Pajaro River. The Llagas Subbasin is 15 miles long, 3 miles wide along with the northern bounds, and tapers out to approximately 6 miles along the Pajaro River boundary. The subbasin has recharge area, and confined and unconfined portions within its boundary. An unconfined aquifer has direct contact with the atmosphere through permeable soil, meaning its upper boundary is the water table. A confined aquifer is sandwiched between impermeable rock or clay layers, trapping the water under pressure so that the water level in a well rises above the top of the aquifer. At approximately 74 square miles, the confined area protrudes to the north from the Pajaro River, with a thick clay layer binding the subbasin to approximately Church Creek. The extreme east-west portions, as well as north of Church Creek, are generally categorized as the unconfined portion of the Llagas Subbasin.

6.2.1.3 Groundwater Quality

Drinking water standards follow Title 22 as set forth by the State of California Code of Regulations, in conjunction with the Environmental Protection Agency, to monitor the quality of potable water. The City currently monitors its supply wells and the Vally Water monitors groundwater in Santa Clara County.

According to the Valley Water 2024 Annual Groundwater Report, the quality of the South County groundwater, which includes the Llagas Subbasin, is generally of high quality. The District reports median nitrate levels for the Llagas Subbasin groundwater as 5.2 mg/L. Valley Water reports median total dissolved solid levels for the Llagas Subbasin groundwater as 407 mg/L.

One of the primary contaminants of note in the City is perchlorate, originally identified in the 2010 UWMP. The primary source of perchlorate contamination was identified as the Olin Chemical Corporation highway safety flare plant. At one point, the plume of perchlorate in groundwater was nearly ten miles long but has been getting smaller and approximately extends from Tennant Avenue to the San Martin Airport, according to previous studies prepared by Valley Water.

6.2.2 Groundwater Management

California Water Code

10631 (b)(4) *If groundwater is identified as an existing or planned source of water available to the supplier, the following information shall be included:*

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

This section documents relevant plans addressing groundwater supply and quality.

6.2.2.1 Groundwater Management Plan

Valley Water prepared a Groundwater Management Plan report published in 2021 (2021 GMP) as an alternative to the Groundwater Sustainability Plan (GSP). The 2021 GMP delineates the role of Valley Water as groundwater managers within the County, as well as provides details of the basins to which the District maintains. The following are excerpts taken from the Executive Summary section of the 2021 GMP. It should be noted that Valley Water was previously known as Santa Clara Valley Water District (SCVWD), which is reflected in the excerpts below.

> *Nearly half of the water used in Santa Clara County (county) is pumped from the Santa Clara and Llagas subbasins, with some communities relying solely on groundwater. For over 90 years, the Santa Clara Valley Water District (District) has managed groundwater in the county per statutory authority provided by the Santa Clara Valley Water District Act (District Act). The District's comprehensive groundwater management programs and investments have resulted in sustainable groundwater conditions for many decades, and will ensure groundwater resources are sustainable far into the future.*
>
> *This 2021 Groundwater Management Plan (GWMP) describes the Valley Water's comprehensive groundwater management framework, including existing and potential actions to achieve basin sustainability goals and ensure continued sustainable groundwater management. The GWMP covers the Santa Clara and Llagas subbasins, located entirely in Santa Clara County and identified by the Department of Water Resources (DWR) as Basins 2-9.02 and 3-3.01, respectively.*
>
> *This 2021 GWMP is prepared pursuant to authority granted by the District Act and supersedes all previous Groundwater Management Plans. The 2021 GWMP also satisfies the objectives of the Sustainable Groundwater Management Act (SGMA).*
>
> *SGMA was enacted by the state legislature in 2014, and subsequent Groundwater Sustainability Plan (GSP) Emergency Regulations have resulted in statewide requirements*

for basins designated as medium and high priority basins by DWR. In the basins designated by DWR as medium and high priority, local public agencies and Groundwater Sustainability Agencies (GSAs) are required to develop and implement GSPs or alternatives to GSPs (Alternative Plans). DWR has identified the Santa Clara and Llagas subbasins as high-priority basins and are not critically overdrafted basins.

Prior to the statutory deadline of January 1, 2017, Valley Water submitted the 2016 GWMP for both the Santa Clara and Llagas subbasins to DWR as an Alternative Plan. The 2016 GWMP updated technical information from Valley Water's 2012 GWMP with information functionally equivalent to elements required by Articles 5 and 7 of the GSP Emergency Regulations. The 2016 GWMP met the requirements of California Water Code (Water Code) Section 10733.6, which allows for an Alternative Plan to be submitted to DWR. The 2016 GWMP, prepared pursuant to the District Act, qualified as an Alternative Plan per Water Code Section 10733.6(b)(1), which states that an Alternative Plan can be a plan developed pursuant to other law authorizing groundwater management. This 2021 GWMP is also prepared pursuant to the District Act.

6.2.2.2 Integrated Water Resource Plan

The objective of the Integrated Water Resource Plan (IWRP) is to develop a comprehensive and flexible water supply plan for the County through the year 2040. The IWRP incorporates community input and is capable of responding to changing water supply and demand conditions.

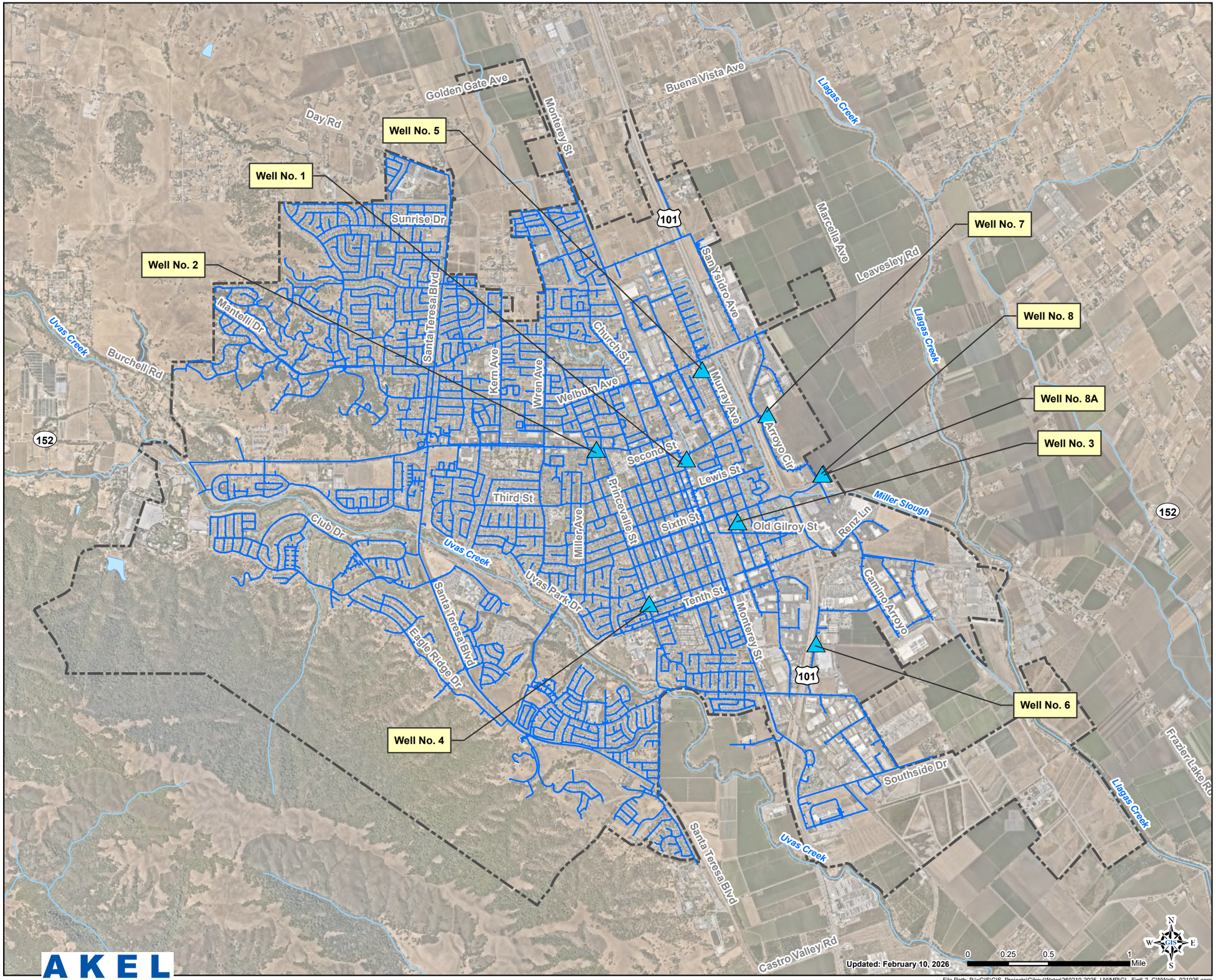
The IWRP Preferred Strategy aims to maximize the Districts flexibility to meet actual water demands, and where they match water projections. It relies on practices, such as water banking, recycled water, demand management, and water transfers. It further relies on "core elements" designed to validate baseline planning assumptions, monitor or evaluate resource options, and help meet planning objectives.

6.2.3 Overdraft Conditions

The Santa Clara Valley Groundwater Basin is not an adjudicated groundwater basin. According to the DWR 2016 updated Bulletin 118, the Santa Clara Valley Groundwater Basin and Gilroy-Hollister Valley Groundwater Basin are not in a condition of overdraft. In order to reduce the risk of groundwater basin overdraft, a recharge system has been developed by Valley Water.

6.2.4 Past Five Years Groundwater Pumping

There are currently 9 existing municipal groundwater wells located throughout the City, as shown on **Figure 6-2**. The combined supply capacity for these wells is approximately 18.8 mgd. The City's supply firm capacity, designated as the total capacity when the largest unit is out of service, is approximately 15.5 mgd. The volume of groundwater pumped by the City over the past five years is summarized in **Table 6-1**.



Legend

Existing Water System

- Groundwater Wells
- Pipes
- Roads
- Rivers & Creeks
- City Limits

PRELIMINARY

Figure 6-2
Existing Groundwater Well Locations
2025 Urban Water Management Plan
City of Gilroy

AKEL ENGINEERING GROUP, INC.

Submittal Table 6-1 Retail: Groundwater Volume Pumped

Water Code Section 10631(4) and 10631(4)(c)

Groundwater Type	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Gilroy-Hollister Groundwater Basin, Llagas Subbasin	7,069	7,412	7,375	7,847	7,913
Total		**7,069**	**7,412**	**7,375**	**7,847**	**7,913**

6.3 SURFACE WATER

At the time of preparation of the 2025 UWMP, the City does not use surface water as part of its water supply.

6.4 STORMWATER

At the time of preparation of the 2025 UWMP, the City does not use stormwater as part of its water supply.

6.5 WASTEWATER AND RECYCLED WATER

This section discusses recycled water coordination with Valley Water, wastewater collection, treatment and disposal, the recycled water system in south county and current, potential and projected recycled water uses within the system service area.

California Water Code

10633R *The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.*

6.5.1 Recycled Water Coordination

In 1977, Valley Water, the City, and Gavilan Water Conservation District embarked on a partnership to construct and operate a recycled water system extending from the South County Regional Wastewater Authority (SCRWA) Wastewater Treatment Plant in southeast Gilroy to customers in the City of Gilroy.

In 1999, a joint partnership between SCRWA, Valley Water, and the cities of Morgan Hill and Gilroy sought to develop a recycled water system that would enhance the wastewater treatment plant and the recycled water distribution system. Under this agreement, SCRWA would serve as

the provider, Valley Water as the wholesaler, and Gilroy as a retailer. This agreement would serve as a benchmark to expand the recycled water system, and set future goals for further expansion.

According to the 2015 South County Recycled Water Master Plan Update, as of September 2015, the existing recycled water system was providing recycled water to 12 locations throughout the southern portion of the City. 2024 South County Recycled Water Master Plan Update was adopted in May 2024, which is discussed in a later section.

6.5.2 Wastewater Collection, Treatment, and Disposal

This section describes wastewater collection and disposal.

6.5.2.1 Wastewater Collected Within Service Area

The City operates a wastewater collection system that collects wastewater within the City's service area and transports it to the South County Regional Wastewater Authority (SCRWA) wastewater treatment plant (WWTP). Based on reports prepared by SCRWA, the City collected a total wastewater volume of more than 4,362 AF in 2025 (Table 6-2).

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2025
Water Code Section 10633(a)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated?	Volume of Wastewater Collected from UWMP Service Area 2025	Name of Wastewater Treatment Plant (WWTP) and Place ID Number	Is WWTP Located Within UWMP Area?
City of Gilroy	Metered	4,362	SCRWA Reclamation Facility, Use Areas, Place ID 256038	Yes
Total Wastewater Received from UWMP Service Area in 2025:		**4,362**		

6.5.2.2 Wastewater Treatment and Discharge Within Service Area

SCRWA currently operates and maintains the regional wastewater treatment plant (WWTP) south of the City under an agreement with Jacobs Engineering Group, Inc, and treats an average dry weather flow of approximately 6.5 million gallons per day (mgd). SCRWA also updated its facilities to increase the recycled water production capacity from 3 mgd to 9 mgd. The total wastewater treated and discharged within the City's service area is summarized in Table 6-3.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025

Water Code Section 10633(a)

Wastewater Treatment Plant Name and Place ID Number	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL)	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater								
				Water Recycled Within UWMP Service Area (enter data as applicable)		Water Recycled Outside of UWMP Service Area (enter data as applicable)		Effluent Discharge that is not a Permitted Recycled Water Use (enter data as applicable)		Required Discharge for Instream Flow (enter data as applicable)		Delivered to Another Entity for Additional Treatment (enter data as applicable)		
				Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Treatment Level	Volume (AF)	Name of other entity
SCRWA Reclamation Facility, Use Areas, Place ID 256038	Yes	4,362	7,210	Tertiary	572	Tertiary	634	Secondary, Disinfected - 23	6,005					
Total		**4,362**	**7,210**		**572**		**634**		**6,005**		**0**		**0**	

As demand for recycled water continues to increase, SCRWA intends to increase capacity to accommodate these flows. It is important to note that recycled water production is limited by the amount of wastewater influent to SCRWA. Currently, SCRWA and Valley Water plan to recycle all wastewater flows coming into the plant.

6.5.3 Recycled Water System

The South County Recycled Water System was initially constructed in 1977. In 1999 the system was improved, and recycled water had been delivered to the City of Gilroy and adjacent area outside the City. Today the recycled water system only serves users in the City of Gilroy service area.

The existing recycled water distribution system consists of more than 15 miles of 8-inch to 36-inch diameter pipelines extending from the SCRWA WWTP to the western edge of the City along Hecker Pass Road. The system is comprised of two primary distribution systems, the North System and South System, which operate independently of each other.

6.5.4 Current, Potential, and Projected Recycled Water Uses

This section documents the description of the quantity of current, potential and projected recycled water uses within their service area. In addition to California Water Code 10633 (b), (d) and (e), California Code of Regulations below provides the definition of the term direct beneficial use.

California Water Code

10633 (b)	*A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.*
10633 (d)	*A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.*
10633 (e)	*The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.*

6.5.4.1 Current and Planned Uses of Recycled Water

In March 2016, the Recycled Water Feasibility Evaluation (RWFE) was prepared as part of the 2015 South County Recycled Water Master Plan Update (2015 South County RWMP). The RWFE identified potential recycled water users through a market assessment, which identified potential future uses of recycled water in the City such as landscape irrigation, agricultural irrigation, industrial processes and potable reuse. **Figure 6-3** and **Figure 6-4** show the existing and future recycled water system within the service area, respectively.

In October 2020, Valley Water published the Final Draft Countywide Water Reuse Master Plan (CoRe Plan). This report is intended to identify opportunities to expand water reuse throughout



Legend

Existing System

- WWTP
- Booster Station
- Storage Tank
- Pipes

Existing Features

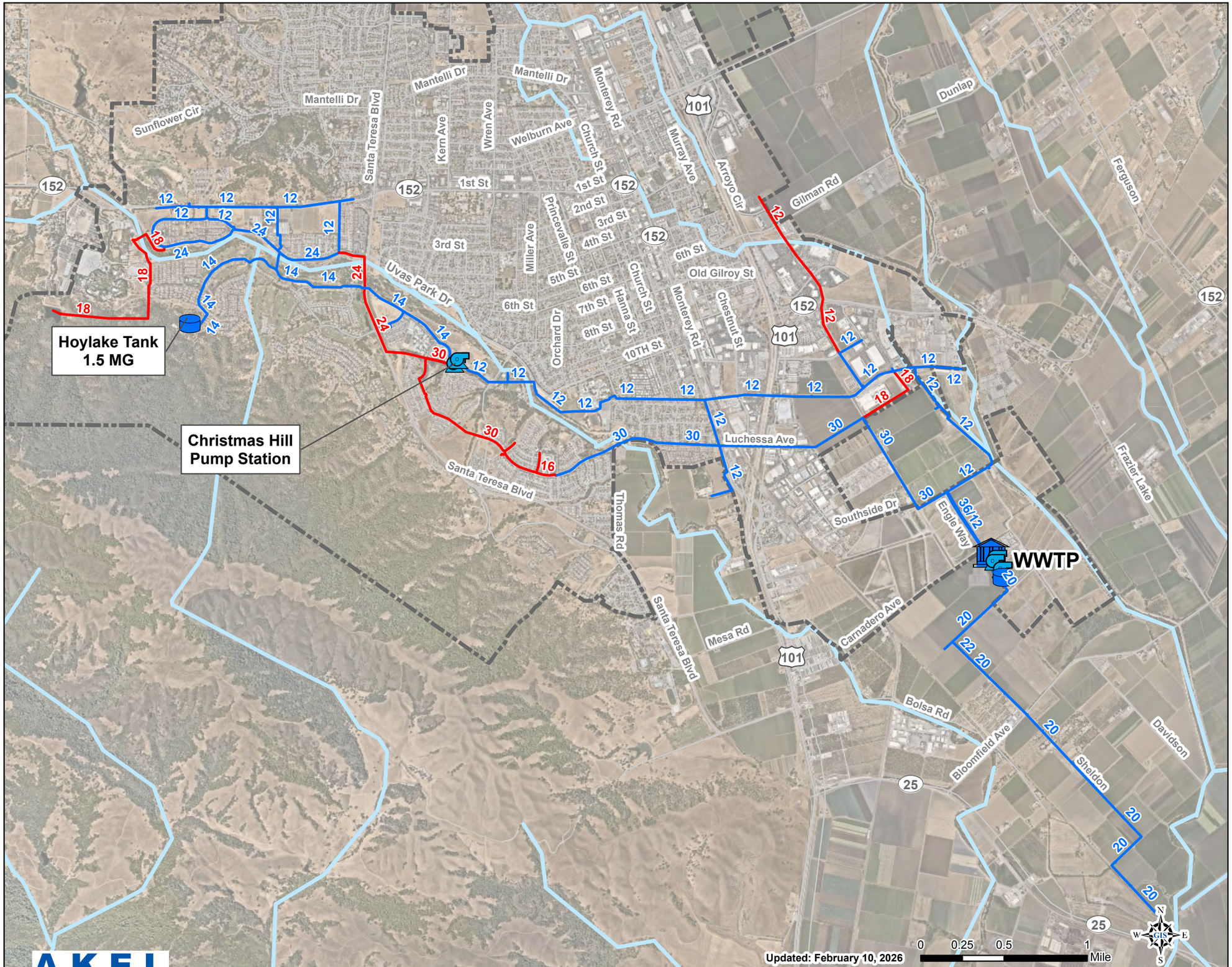
- Rivers
- City Limits

PRELIMINARY

Figure 6-3
Existing Recycled Water System
2025 Urban Water Management Plan
City of Gilroy

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Gilroy\Water\260210-2025_UWMP\GL_Fig6-3_ExistingRWSystem_021026.aprx



Legend

Future System

- Planned Baseline System

Existing System

- WWTP
- Booster Station
- Storage Tank
- Pipelines

Existing Features

- Rivers
- City Limits

PRELIMINARY

Figure 6-4
Future Recycled Water System
2025 Urban Water Management Plan
City of Gilroy

AKEL ENGINEERING GROUP, INC.

File Path: P:\xGIS\GIS_Projects\Gilroy\Water\260210-2025_UWMP\GL_Fig6-4_FutureRWSystem_021026.aprx

Valley Water's service area, including the City of Gilroy. The expansion of water reuse will thus increase water supply reliability and water supply self-reliance within the County.

The CoRe Plan accounts for up to 3.3 mgd of recycled water use within the City's service area by the year 2045. This recycled water use volume is based on estimates originally prepared as part of the 2015 South County RWMP. The CoRe Plan indicates that the feasibility of recycled water deliveries within the City's service area increases when considered in the context of an integrated countywide plan. The CoRe Plan identified three opportunities for water reuse related to the City of Gilroy, which are briefly described as follows:

- **Opportunity 1 – Surface Water Augmentation (SWA)**

  This option includes recharging the Llagas subbasin with water supplies provided by Valley Water, which would be delivered to ponds within the City's service area. In exchange for these water supplies, the City would deliver purified water, produced from an AWPF at SCRWA (Gilroy), that would be delivered to the Valley Water Coyote Reservoir north of the City's service area.

- **Opportunity 2 – Raw Water Augmentation (RWA)**

  Pump purified water from an AWPF at SCRWA (Gilroy) to Pacheco Conduit for RWA at two WTPs. In exchange for these supplies, the Valley Water will recharge Llagas Subbasin with equal volume of raw water from Santa Clara Conduit.

- **Opportunity 3 – Treated Water Augmentation (TWA)**

  Deliver purified water from an AWPF at SCRWA to engineered storage, then into Gilroy's potable water distribution system.

It should be noted that all of the above potential future south county reuse opportunities do not have a specified capital cost estimates and the volume of recycled water direct beneficial uses under each use type within service area is documented on **Table 6-4.** It should also be noted that the City staff is continuing to look at other conceptual alternatives, including the use of recycled water from SCRWA to support increased water supply resiliency. Newer technologies related to treated water augmentation may bring additional options for the City in the future.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area

Water Code Section 10633 (c)(e)

Use Type	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	Potential Recycled Water Use	
							Volume	Narrative page number (OPTIONAL)
Agricultural irrigation	289	362	447	532	617	617		
Landscape irrigation (exc golf courses)	91	114	141	168	195	195		
Golf course irrigation	722	903	1,116	1,329	1,539	1,539		
Industrial use	103	128	159	189	219	219		
Total	**1,205**	**1,507**	**1,864**	**2,218**	**2,570**	**2,570**	**0**	**0**

Later in May 2024, Valley Water published the latest South County Recycled Water Master Plan Update (2024 SCRWMP). This study provides an updated distribution system capacity evaluation to the 2015 South County Recycled Water Master Plan, accounting for recent pipeline construction, change in customer usage, and the operation at the Wastewater Treatment Plant during peak usage and the high demand season. The 2024 SCRWMP summarizes recommended improvements and system operations for Gilroy to mitigate existing capacity deficiencies and accommodate future system expansion within the City, along with the most updated information from the City staff during the preparation of this report.

- **Constructed but Inactive Improvements:** there is approximately 13,650 feet of 30-inch main that can be activated once the remaining baseline system improvements in Zone 1 are constructed.
- **Recently Constructed Improvements:** two segments of 30-inch pipelines (3,380 and 10,270 feet in length).
- **In Construction:** an 18-inch pipeline project (2,450 feet in length, Section P-3 from 2024 SCRWMP) is in construction.
- **Near-Term Improvements:** a segment of 30-inch pipelines (715 feet in length). Additionally, there are recycled water reservoir expansion, pump station and on-site pipelines improvement at the WWTP.
- **Long-Term Improvements (Conceptual):** two segments of 24-inch pipelines (4,250 and 1,620 feet in length), and two sets of 18-inch pipelines (3,700 and 3,230 feet in length). Additionally, 3 pump station upgrades and a new storage reservoir are mentioned for the long-term improvement.
- **Operational Improvements:** Christmas Hill pump station operates at a reduced flow to maintain adequate suction pressures. With the activation of and construction of the recently constructed and near-term pipelines, the Christmas Hill pump station will be able to pump at its design capacity.

6.5.4.2 Planned Versus Actual Use of Recycled Water

The City currently provides recycled water within its service area, as documented in Table 6-5.

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual

Water Code Section 10633 (e)

Use Type	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Agricultural irrigation	402	289
Landscape irrigation (exc golf courses)	127	91
Golf course irrigation	1,002	722
Industrial use	142	103
Total	**1,673**	**1,205**

6.5.4.3 Actions to Encourage and Optimize Future Recycled Water Use

Table 6-6 summarizes the method expected to be implemented by the City to encourage future recycled water use; the method identified are consistent with the 2020 UWMP. As part of the 2025 UWMP, the expected increase in recycled water demand due to the expansion methods must be estimated. For planning purposes, it is expected that the methods identified will account for the increase in recycled water use by the year 2035.

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use

Water Code Section 10633 (f)

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Financial Incentives	Financial incentives applied to recycled water	2025-2045	1,365
		Total	**1,365**
		Unit Conversion to AF	**1,365**

6.6 DESALINATED WATER OPPORTUNITIES

California Water Code

10631 (g) *Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.*

The City intends to continue to collaborate and partner with Valley Water on potential opportunities related to water supply and groundwater. Valley Water is actively exploring a potential seawater desalination plant in the South Bay, having completed an initial Environmental Feasibility Study in 2023. The current, early-stage plan focuses on a plant designed to produce 10 million gallons per day (MGD) to boost water supplies, with studies analyzing environmental, regulatory, and cost impacts. Valley Water's ongoing analysis has found that desalination may be an expensive, energy intensive and environmentally challenging option at this time. However, Valley Water will keep desalination as a tool to pursue if and when it becomes more feasible. In the meantime, Valley Water is actively pursuing a program to bolster drinking water supplies: advanced purification of treated wastewater, which has proven be more cost-effective than desalination.

6.7 WATER EXCHANGES AND TRANSFERS

California Water Code

10631 (c) *Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.*

There are currently no known exchanges, transfers, or interties that exist between the City and any other water system.

6.8 FUTURE WATER PROJECTS

California Water Code

10631 (f) *Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.*

As discussed in previous sections, the City's sole source of potable water is groundwater. As such, the only method available to provide additional capacity for growing demand is the construction of new wells, and there are no additional types of imminent water projects the City plans to implement, as indicated on **Table 6-7**.

According to 2023 Water System Master Plan, the City's total capacity is approximately 18.8 mgd. The firm capacity, calculated as the total capacity excluding the largest well (Well No.3), is approximately 15.5 mgd. The existing firm capacity is capable of meeting the City's current demands and no imminent water supply projects are planned currently. However, as the City continues to grow, additional groundwater wells will be constructed as needed.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs

Water Code Section 10631 (f)

☑	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Procees to the next table.
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format. Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Water Type (after treatment if treated) (OPTIONAL)	Planned Implementation Year	Planned for Use in Year Type	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					

6.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

The City's groundwater supply has historically been adequate to meet the City's water demands. Table 6-8 on the following page summarizes the total volume of groundwater pumped in 2025. However, the City's groundwater supply sustainability is dependent on raw water deliveries negotiated and imported by Santa Clara Valley Water District to the Llagas subbasin. These deliveries are intended to recharge the groundwater aquifers.

Submittal Table 6-8 Retail: Water Supplies — 2025 Actual

Water Code Section 10631 (b)

Water Supply	2025	
	Water Type (after treatment if treated) (OPTIONAL)	Actual Volume (AF)
Groundwater (not desalinated)	Potable	7,913
Recycled Water	Non-Potable	1,205
	Subtotal Potable	**7,913**
	Subtotal Non-Potable	**1,205**
	Total	**9,118**

The City intends to continue to use groundwater as the sole source of potable water supply. Table 6-9 summarizes the total projected water supply available through 2050. In Gilroy's 2023 Water System Master Plan update, three new groundwater wells are recommended to meet city

performance and design criteria (4,500 afy total capacity). The first, second and third new well are recommended to be operational by year 2033, 2041 and 2048, respectively. The projected water supply capacity in this report is calculated from the annual natural recharge at Llagas subbasins.

Submittal Table 6-9 Retail: Water Supplies — Projected

Water Code Section 10631 (b)

Water Supply	Additional Detail on Water Supply	Water Type (after treatment if treated) (OPTIONAL)	Projected Water Supply (Report to the Extent Practicable)				
			2030 Reasonably Available Volume (AF)	2035 Reasonably Available Volume (AF)	2040 Reasonably Available Volume (AF)	2045 Reasonably Available Volume (AF)	2050 (opt) Reasonably Available Volume (AF)
Groundwater (not desalinated)		Potable	9,991	9,969	10,496	11,314	11,910
Recycled Water		Non-Potable	1,507	1,864	2,218	2,570	2,570
		Total	**11,498**	**11,833**	**12,714**	**13,884**	**14,480**

6.10 CLIMATE CHANGE CONSIDERATIONS

Ongoing impacts of climate change not only influence demand throughout the City's service area but also affect Valley Water's role as the local Groundwater Sustainability Agency for Santa Clara County, which includes the City's service area. While the City currently uses groundwater as its sole source of supply, Valley Water's complete supply portfolio includes multiple sources such as groundwater, surface water, imported water, exchanges, and recycled water. The following section summarizes the water supply impacts documented in the Valley Water 2020 UWMP, which have a direct or indirect effect on the City's groundwater supplies.

- **Decreases in the quantity of imported water supplies.** Potential reductions in imported water allocations or winter runoff volumes due to lower snowpack levels may decrease the amount of water available for import.
- **Decreases in the ability to utilize local surface water supplies.** Changes in the timing and intensity of rainfall and runoff may change the ability of Valley Water to capture and use local surface water.
- **Increases in irrigation and cooling water demands.** Higher temperatures will increase irrigation demands for agricultural, residential, and non-residential uses.

- **Decreases in water quality.** Increases in algal blooms, turbidity, or salinity in water supplies due to changes in temperature, wildfire occurrence, or flow patterns will potentially reduce the quality of various water supplies.
- **Increases in the severity and duration of droughts.** A combination of increased demands and reduced supplies during dry years will require proactive water supply planning by Valley Water, which may include the implementation of demand management measures of additional supplies.

The above conditions will challenge the water resource management efforts of the City and Valley Water. The City will continue to rely on the climate change impact planning efforts being coordinated by Valley Water, which will evaluate the overall water supply portfolio and not just the City's groundwater basins. Valley Water is currently analyzing climate impacts on existing and future water supply and preparing a climate change study.

6.11 ENERGY INTENSITY

California Water Code

10631.2.(a) *In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:*
(1) An estimate of the amount of energy used to extract or divert water supplies.
(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.
(3) An estimate of the amount of energy used to treat water supplies.
(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.
(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.
(6) An estimate of the amount of energy used to place water into or withdraw from storage.
(7) Any other energy-related information the urban water supplier deems appropriate.

As part of the 2025 UWMP update, California Water Code requires a general estimate of the amount of energy used to extract and convey water supplies. Due to the limitation of available utility bills or other energy use data, the City's energy intensity is estimated based on well and booster station pump horsepower and estimated annual runtimes. The City's estimated energy intensity is reported in **Appendix B** as part of the DWR standardized tables.

6.12 SUBMITTAL TABLES SUMMARY

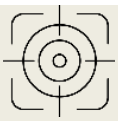
This chapter included the following submittal table(s):

- Table 6-1: Groundwater Volume Pumped
- Table 6-2: Wastewater Collected Within Service Area in 2025
- Table 6-3: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025
- Table 6-4: Recycled Water Direct Beneficial Uses Within Service Area
- Table 6-5: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual

- Table 6-6: Methods to Encourage Future Recycled Water Use
- Table 6-7: Expected Future Water Supply Projects or Programs
- Table 6-8: Water Supplies- 2025 Actual
- Table 6-9: Water Supplies-Projected

CHAPTER 7 – WATER SERVICE RELIABILITY ASSESSMENT

This chapter assesses the reliability of the City's water supply under normal conditions, single-year dry conditions, and consecutive five-year dry conditions. The assessment includes a comparison of water use versus expected water supply through 2050, and includes the Drought Risk Assessment.



Chapter Focus

This chapter focuses on integrating the City's water supply portfolio with its water use characterization. This integration brings together the UWMP elements into a succinct synopsis that depicts the City's water service reliability. The reliability assessments highlight the incongruencies, if any, between the City's water supplies and customer's water demands, and influence the development of the City's DRA described in this chapter and the WSCP described in a later chapter.

The DRA is a specific planning action that assumes the City is experiencing a drought over the next five years and addresses the City's reliability in the context of presumed drought conditions. Together, the WSRA, DRA, and WSCP allow the City to have a comprehensive picture of its short-term and long-term water service reliability and to identify the tools to address any perceived or actual shortage conditions.

7.1 CONSTRAINTS ON WATER SOURCES CONSIDERATIONS

California Water Code

10631 (b)(1)	*A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.*
10634	*The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.*

As discussed in previous sections, groundwater is the City's sole existing and planned water supply source. The potential constraints affecting the City's water supply are summarized below.

7.1.1 Legal Factors

The City's only source of supply is groundwater extracted from the Llagas subbasin of the Gilroy-Hollister Groundwater Basin, which is part of the Santa Clara Valley Groundwater Basin. These groundwater basins and subbasins are not adjudicated, and no current legal constraints are expected to limit the availability of groundwater supply.

7.1.2 Environmental Factors

Environmental concerns may arise during the water planning process when a project's potential impacts on the ecosystem are considered. Such concerns can lead to supply limitations through the enforcement of environmental regulations. However, the City's groundwater sources are not expected to be limited by any environmental factors.

7.1.3 Water Quality Factors

Water quality factors that could affect supply availability include contamination from biological or chemical constituents. The primary water quality concerns that could potentially affect the City are perchlorate and nitrate. To estimate the potential impact of water quality contamination on supply, the analysis assumes that the highest capacity well would be unavailable for use. Under this assumption, the City's supply capacity would be reduced by approximately 3,707 acre-feet per year (AFY).

7.1.4 Climatic Factors

Groundwater levels in the Llagas subbasin fluctuate in response to rainfall, leading to variability in water levels during periods of above- or below-average precipitation. Inconsistent water levels during drought conditions may affect the City's water supply availability. To mitigate these impacts, Valley Water, in coordination with the City and other member agencies, has implemented a series of measures designed to reduce the effects of drought and other climate-related factors on the water supply. These measures are summarized below. Additional considerations regarding the potential impacts of climate change on the City's water supply and demand are discussed in previous sections.

- **Groundwater Recharge System**: To maintain groundwater levels, Valley Water imports raw water and operates a managed recharge system. This facility-based recharge system contributes a portion of the total groundwater recharge within the basins overseen by Valley Water.
- **Imported Water Connections**: Valley Water provides water for recharge using supplies from the State Water Project and the federal Central Valley Project. Drought and other climate-related factors may reduce the volume of water available through these imported sources.

7.2 WATER SERVICE RELIABILITY ASSESSMENT

California Water Code

10635 (a) *Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.*

7.2.1 WSRA Year-Type Characterization

This section outlines the annual water supply year-types, and the data sources used to evaluate supply.

Types of Years

This section discusses the types of years considered in the evaluation of water supply reliability, summarized in Table 7-1 on the following page. The conditions are as follows:

- **Normal Year** – The normal year, as it pertains to supply, is based on an averaged range of hydrologic years representing the historical median runoff (**1922-2025**).
- **Single Dry Year** – The single dry year, as it pertains to water supply, is defined as the year that represents the lowest historical water supply availability (**1977**).



- **Five-Consecutive-Year Drought** – Multiple dry years can significantly impact the water supply system by reducing local and statewide reservoir levels and lowering groundwater levels. Available supply under these conditions is based on the minimum historical yields calculated as a five-year running average. The five-consecutive-year drought, as it pertains to water supply, is defined as the period of the driest five-year historical water supply availability (**1988-1992**).

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats ☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location: [insert location from UWMP] Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	% of Average Supply
Average Year	1922-2025	11,498	100%
Single-Dry Year	1977	8,943	78%
Consecutive Dry Years 1st Year	1988	9,712	84%
Consecutive Dry Years 2nd Year	1989	9,993	87%
Consecutive Dry Years 3rd Year	1990	10,541	92%
Consecutive Dry Years 4th Year	1991	12,200	106%
Consecutive Dry Years 5th Year	1992	12,649	110%

NOTES:

1. Volumes available are based on supplies anticipated to be available in 2030. Supply availability will vary with the demand year.

Sources for Water Data

Historical rainfall data sources listed in the DWR guidebook, including the National Weather Service website operated by the National Oceanic and Atmospheric Administration (NOAA), California Irrigation Management Information System (CIMIS) website, and the Western Regional Climate Center (WRCC) website, were consulted and analyzed to establish the basis for a normal year, a single dry year, and a five-consecutive-year drought for the City.

The groundwater data was obtained from the Santa Clara Valley Water District (SCVWD) Groundwater Sustainability Plan.

7.2.2 WSRA Supply and Demand Comparison

During extended drought periods, city-wide water use patterns are expected to change. Outdoor water use may initially increase as irrigation compensates for reduced rainfall; however, these potential increases can be partially mitigated through enhanced water conservation measures.

In accordance with California Water Code Section 10635(a), urban water suppliers must evaluate the reliability of their water service by comparing available water supplies with projected water

demands over a 20-year planning horizon in five-year increments. This assessment considers water supply availability under three hydrologic conditions: a normal water year, a single dry water year, and a drought lasting five consecutive dry years.

The water supply available to the City under different hydrologic conditions is summarized in Table 7-1. Normal-year supply is based on estimated natural groundwater recharge for the Llagas Subbasin, as documented in the Valley Water 2021 Groundwater Management Plan. For conservative planning, percentages of normal-year supply are applied to estimate available supply during single-dry and multiple-dry water years.

7.2.2.1 Supply and Demand Comparisons – Normal Year

Under normal-year conditions, the estimated groundwater recharge from the subbasins is assumed to meet the City's projected water demand over the planning horizon. Table 7-2 shows the normal-year supply and use comparison, while Table 7-2A shows subbasin-level water budgets, documenting total supply and demand under normal-year conditions and establishing a baseline for water supply reliability. Figure 7-1 illustrates the water budget in Llagas Groundwater Subbasin in 2045 with respect to the City of Gilroy and other users.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison

Water Code Section 10635 (a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	11,498	11,833	12,714	13,884	14,480
Use totals	10,684	11,528	12,395	13,287	13,856
Surplus/(shortfall)	**814**	**305**	**319**	**597**	**624**
Percent of Total Supply	**93%**	**97%**	**97%**	**96%**	**96%**
Recommend WSCP Actions					
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	**814**	**305**	**319**	**597**	**624**
Percent of Total Supply	**93%**	**97%**	**97%**	**96%**	**96%**

Table 7-2A: Normal Year Supply and Use Comparison (Llagas Subbasin) - Detail

	2030 (AFY)	2035 (AFY)	2040 (AFY)	2045 (AFY)	2050 (AFY)
Projected Water Supply of the Llagas Subbasin[1]					
Natural Groundwater Recharge	22,533	22,533	21,423	21,423	21,423
Local Surface Water	9,972	11,175	11,238	11,139	11,138
Valley Water CVP Deliveries	13,407	8,986	9,304	9,715	9,696
Recycled Water Supply	1,507	1,864	2,218	2,570	2,570
Recycled Water [2, 3] (WWTP Utility Water)	1,224	1,228	1,232	1,232	1,232
Total Supplies (Excluding WWTP Utility Water)	**47,418**	**44,558**	**44,183**	**44,846**	**44,826**
Total Supplies (Including WWTP Utility Water)	**48,642**	**45,786**	**45,415**	**46,078**	**46,058**
Projected Average Annual Water Demand					
City of Gilroy (domestic)[4]	9,177	9,664	10,177	10,717	11,286
City of Morgan Hill (domestic)[4,5,6]	6,744	7,229	7,711	8,145	8,577
Other Users[7]	27,635	26,301	24,952	23,617	22,615
Total Demands	**43,556**	**43,194**	**42,840**	**42,478**	**42,478**
Supply vs Demand Comparison[3]					
Difference (Supply - Demand)	**3,863**	**1,363**	**1,343**	**2,368**	**2,348**
Percent of Total Supply	**92%**	**97%**	**97%**	**95%**	**95%**

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5/26/2026

Notes:

1. Projected supply per South County Supply document received from Valley Water staff March 26, 2026.
2. Source: 2023 South County Recycled Water Distribution System Master Plan, Tables 2 and 3.
3. Recycled water use internally at WWTP facility is not considered as a reportable supply/demand of recycled water. Therefore, it was excluded from Supply vs Demand Comparison.
4. For planning purposes, it is assumed that the City will achieve up to a five percent reduction in water use as a result of active water savings.
5. Demand consistent with City of Morgan Hill draft 2025 UWMP.
6. City of Morgan Hill demand excludes Boys Ranch wells which are located in the Coyote Valley subarea.
7. Demand for other users calculated from documents received from Valley Water staff March 26, 2026.

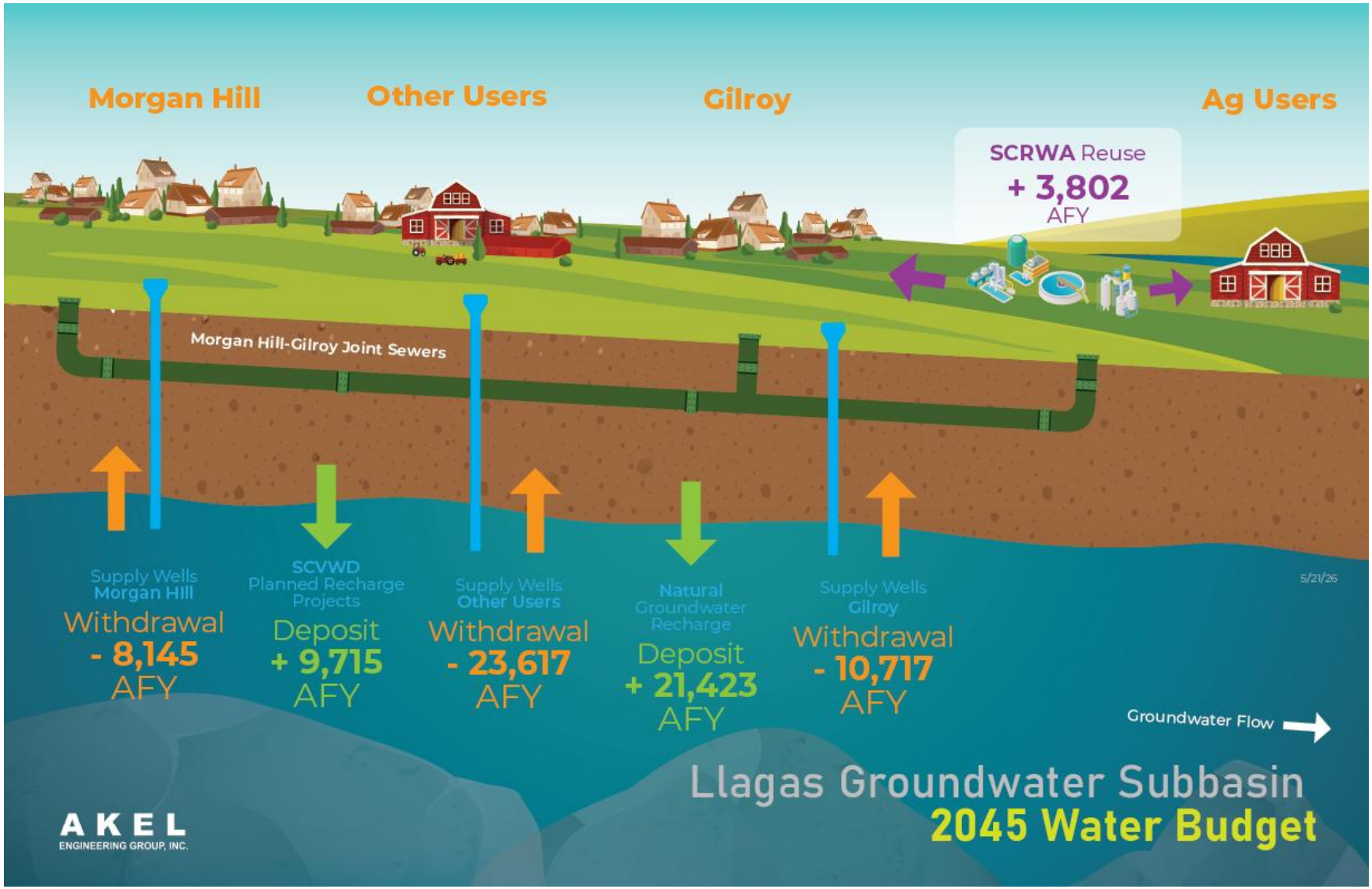


Figure 7-1 2045 Water Budget in Llagas Groundwater Subbasin

7.2.2.2 Supply and Demand Comparison – Single Dry Year

During a single dry year, groundwater recharge and overall water supply are expected to decrease due to reduced precipitation. The available supply is estimated by applying a single dry-year percentage of normal-year recharge for the subbasins. Water demand patterns may shift during dry conditions, with outdoor irrigation potentially increasing, though conservation measures help mitigate these increases. Comparing this reduced supply with projected demand allows assessment of the City's ability to maintain reliable water service under short-term drought conditions. Table 7-3 presents the City's total projected demand alongside the reduced supply, documenting total supply and demand under single dry year conditions and establishing a baseline for water supply reliability.

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison

Water Code Section 10635(a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	8,943	8,953	9,788	10,830	11,230
Use totals	10,684	11,528	12,395	13,287	13,856
Surplus/(shortfall)	**(1,741)**	**(2,575)**	**(2,608)**	**(2,457)**	**(2,626)**
Percent of Total Supply	**119%**	**129%**	**127%**	**123%**	**123%**
Recommend WSCP Actions					
Water Shortage Level	Level 1	Level 2	Level 2	Level 2	Level 2
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1850	2800	3000	2800	2900
Revised Surplus/(shortfall)	**109**	**225**	**392**	**343**	**274**
Percent of Total Supply	**99%**	**97%**	**96%**	**97%**	**98%**

7.2.2.3 Supply and Demand Comparison – Five Consecutive Dry Years

A drought lasting five consecutive dry years represents a more severe scenario with prolonged reductions in groundwater recharge. For this condition, the available supply is estimated as a lower percentage of the normal-year recharge to account for the cumulative effects of multiple dry years. Comparing this long-term reduced supply with projected demand helps identify potential shortages and informs planning for drought response and water conservation measures. Table 7-4 summarizes the City's total projected demand alongside the long-term reduced supply,

documenting total supply and demand under multiple dry year conditions and establishing a baseline for water supply reliability.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison

Water Code Section 10635(a)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
First year					
Supply totals	9,712	10,179	11,139	11,906	12,401
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(973)**	**(1,348)**	**(1,256)**	**(1,384)**	**(1,457)**
Percent of Total Supply	**110%**	**113%**	**111%**	**112%**	**112%**
Water Shortage Level	Level 1	Level 1	Level 1	Level 1	Level 1
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1,400	1,700	1,600	1,600	1,800
Revised Surplus/(shortfall)	**427**	**352**	**344**	**216**	**343**
Percent of Total Supply	**96%**	**97%**	**97%**	**98%**	**97%**
Second year					
Supply totals	9,993	11,137	12,019	12,949	13,502
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(692)**	**(391)**	**(376)**	**(341)**	**(356)**
Percent of Total Supply	**107%**	**104%**	**103%**	**103%**	**103%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1,000	700	600	600	700
Revised Surplus/(shortfall)	**308**	**309**	**224**	**259**	**344**
Percent of Total Supply	**97%**	**97%**	**98%**	**98%**	**97%**

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Third year					
Supply totals	10,541	12,250	13,163	12,904	13,453
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**(144)**	**723**	**768**	**(386)**	**(405)**
Percent of Total Supply	**101%**	**94%**	**94%**	**103%**	**103%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	500	0	0	700	750
Revised Surplus/(shortfall)	**356**	**723**	**768**	**314**	**345**
Percent of Total Supply	**97%**	**94%**	**94%**	**98%**	**97%**
Fourth year					
Supply totals	12,200	11,670	12,543	13,463	14,042
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**1,515**	**142**	**148**	**173**	**184**
Percent of Total Supply	**88%**	**99%**	**99%**	**99%**	**99%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	**1,515**	**142**	**148**	**173**	**184**
Percent of Total Supply	**88%**	**99%**	**99%**	**99%**	**99%**
Fifth year					
Supply totals	12,649	13,187	14,736	14,729	15,374
Use totals	10,685	11,527	12,395	13,290	13,858
Surplus/(shortfall)	**1,964**	**1,659**	**2,341**	**1,439**	**1,516**
Percent of Total Supply	**84%**	**87%**	**84%**	**90%**	**90%**
Water Shortage Level	Level 0	Level 0	Level 0	Level 0	Level 0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	**1,964**	**1,659**	**2,341**	**1,439**	**1,516**
Percent of Total Supply	**84%**	**87%**	**84%**	**90%**	**90%**

7.2.3 WSRA Description of Management Tools and Options

California Water Code

10620 (f) *An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.*

To reduce the strain on groundwater resources during prolonged droughts, the City has developed a Water Shortage Contingency Plan to prevent water waste and encourage conservation within the community.

The City's supply reliability depends on the rate of available recharge to the groundwater subbasins beneath the City. Valley Water imports raw water through the State Water Project and the federal Central Valley Project to recharge the groundwater subbasins it manages, including the Llagas Subbasin. During drought periods, imported water supplies may be reduced or unavailable, decreasing the amount of recharge to the groundwater basins. In times of water shortage, Valley Water coordinates with cities extracting from these basins to minimize overdraft and subsidence. When regional supply reliability is at risk, Valley Water typically calls on cities to reduce water use through voluntary and mandatory conservation measures.

In addition, the Cities of Morgan Hill and Gilroy have collaborated with Valley Water to explore opportunities for expanding recycled water use. The 2024 South County Recycled Water Master Plan Update provides a capacity analysis and presents improvement alternatives for the existing distribution system located in the City of Gilroy, while also summarizing recycled water options for the City of Morgan Hill.

Furthermore, during drought conditions, Valley Water anticipates that the City will rely on groundwater reserves. Historical groundwater monitoring in the Llagas Subbasin indicates stable groundwater levels even during multiple-year droughts. Through the implementation of conjunctive use programs, Valley Water has maintained well-managed groundwater levels in the Llagas Subbasin. As a result, this subbasin is considered a reliable water supply source during shortages. Although pumping may temporarily exceed recharge during droughts, basin management practices have prevented long-term adverse impacts.

7.3 DROUGHT RISK ASSESSMENT

California Water Code

10612 *"Drought Risk Assessment" means a method that examines water shortage risks based on the driest five-year historic sequence for the agency's water supply, as described in subdivision (b) of Section 10635.*

10635(b) *Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk*

assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

As part of the 2025 UWMP, the California Water Code requires urban water suppliers to develop a Drought Risk Assessment (DRA). The DRA is a planning exercise that evaluates the potential impacts on available water supply if a five-year drought were to occur immediately following its preparation. As with the supply and demand assessment described in the previous section, the DRA focuses exclusively on the effects of a five-year drought. It also accounts for the influence of the City's Water Shortage Contingency Plan on both available supply and total demand. Overall, the DRA provides a proactive review to prepare the City for a worst-case water supply scenario in the near term.

7.3.1 DRA Data, Methods, and Basis for Water Shortage Conditions

The DRA assesses the impact on available water supply over the course of a five-year drought. Since the City's only water supply source is groundwater, the same data and methodology used to prepare the supply and demand assessment through 2050, as described in the preceding section, can be applied for the DRA.

For conservative planning purposes, the DRA assumes an unconstrained demand condition within the City's service area, meaning that no additional demand management measures or water use reductions are applied beyond the City's year-round prohibitions. This approach allows the DRA to determine whether further water use reductions, as outlined in the Water Shortage Contingency Plan, may be necessary. It should also be noted that the Valley Water 2020 UWMP applies a similar unconstrained demand condition in its planning, which encompasses the City's service area.

7.3.2 DRA Individual Water Source Reliability

The DRA water supply and demand comparisons are presented in **Table 7-5**, which indicates that available groundwater supplies cannot meet projected demands through 2030 under a five-year drought scenario, unless water shortage contingency levels are implemented.

The City's DRA assumes that available groundwater supply is equivalent to the rate of natural groundwater recharge. Reductions in supply volumes during the five-year drought are applied to account for the effects of consecutive dry years. The available water supply volumes for the source are documented as follows:

- **Llagas Subbasin:** The available supply volume for the City of Gilroy during a normal water year is assumed to equal the proportional rate of natural groundwater recharge as established by Valley Water. During normal year, this amount is equal to 9,991 AF in 2030 as documented on Table 6-9 for the Llagas subbasin. During a five-year drought, this supply will reduce from 7,913 AF in 2025 to 6,684 AF in 2026, then increase to 8,705 AF in 2030. Supply deficiency in the following years is still likely to occur until 2030, as summarized on Table 7-5.

As shown in Table 7-5, the City's total available water supply ranges from 7,950 AF to 10,212 AF.

7.3.3 DRA Total Water Supply and Use Comparison

The City's DRA is summarized in Table 7-5. Based on assumptions for available supplies consistent with prior planning efforts and considering unconstrained demand condition, the DRA indicates that the City cannot meet projected water demands under a five-consecutive-year drought beginning in 2026. Water shortage levels are expected to be as high as level 2 within the next five years, and use reduction savings at different levels will be required in order to minimize the water supply shortage in the City.

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment

Water Code Section 10635(a)

	2,026 (AF)	2,027 (AF)	2,028 (AF)	2,029 (AF)	2,030 (AF)
Total Water Use	10,144	10,279	10,414	10,549	10,684
Total Supplies	7,950	8,204	8,641	9,843	10,212
Surplus/Shortfall w/o WSCP Action	**(2,194)**	**(2,075)**	**(1,773)**	**(706)**	**(472)**
Percent of Total Supply	**128%**	**125%**	**121%**	**107%**	**105%**
Recommend WSCP Actions (use reduction and supply augmentation)					
Water Shortage Level	2	2	2	0	0
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	2,500	2,300	2,000	950	720
Revised Surplus/(shortfall)	**306**	**225**	**227**	**244**	**248**
Percent of Total Supply	**96%**	**97%**	**97%**	**98%**	**98%**

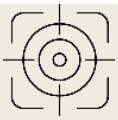
7.4 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 7-1: Basis of Water Year Data
- Table 7-2: Normal Year Supply and Use Comparison
- Table 7-3: Single Dry Year Supply and Use Comparison
- Table 7-4: Multiple Dry Years Supply and Use Comparison
- Table 7-5: Five-Year Drought Risk Assessment

CHAPTER 8 – WATER SHORTAGE CONTINGENCY PLAN

This chapter includes the City's Water Shortage Contingency Plan (WSCP) which is a required structured plan for dealing with water shortages, incorporating standardized water conservation action levels, along with implementation actions in the event of a catastrophic supply interruption.



Chapter Focus

This chapter focuses on the City's Water Shortage Contingency Plan (WSCP), a critical tool for proactive and efficient water management during shortages. The WSCP provides a structured framework for monitoring supply conditions and implementing pre-planned response actions and minimizing service disruptions. The WSCP defines levels of water shortage, outlines demand reduction measures, and describes the process for conducting an annual supply and demand assessment.

The WSCP prepares the system to address both predictable and unexpected risks, including natural disasters or the failure of a primary water source by establishing tiered demand reduction and supply enhancement measures for events such as earthquakes, fires, floods, or system failures, allowing the City to anticipate challenges and respond effectively. It also addresses communication protocols during shortages, methods for determining compliance and enforcing water use restrictions, discussing financial impacts, and monitoring and reporting the effectiveness of any implemented water demand reduction measures.

8.1 WATER SUPPLY RELIABILITY ANALYSIS

California Water Code

10632.3	*It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.*
10632 (a)(1)	*The analysis of water supply reliability conducted pursuant to Section 10635.*
10632.5.(a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*

The City currently relies solely on groundwater, with supply wells extracting water from the Llagas Subbasin. This subbasin is managed by Valley Water, and the Valley Water 2021 GMP

documents the rates of natural recharge for these supply sources. Consistent with prior planning efforts, the City's Water Supply Reliability Analysis assumes that the available supply from each subbasin is equal to the rate of natural recharge. The analysis also accounts for the impacts of a single-dry year and a five consecutive dry-year period.

As part of the 2025 UWMP, the City has also prepared a Drought Risk Assessment (DRA), a proactive planning tool designed to prepare the City for potential worst-case water supply conditions. The DRA evaluates the City's projected water demands over the next five years against estimated available supplies in the event of a five-year drought. The results of the DRA, prepared as part of the 2025 UWMP, indicate that the City has adequate supplies to meet projected demands over the next five years.

Pursuant to the California Water Code, the City's Water Shortage Contingency Plan also includes a seismic risk assessment, which describes the vulnerability of the Gilroy water system facility to earthquakes and other seismic hazards. Details on the Seismic Risk Assessment and Mitigation Plan are provided in a subsequent section of this chapter.

8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT

California Water Code

10632 (a) — *Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:*

10632 (a)(2) — *The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:*

(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

10632.1 — *An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.*

Updates to the California Water Code now require urban water suppliers to prepare an annual water supply and demand assessment (Annual Assessment). The results of this assessment must be summarized in a report submitted to the DWR by July 1 of each year, with the first report due on July 1, 2022. The purpose of the Annual Assessment is to ensure that water suppliers proactively evaluate available water supplies and demand, while identifying any potential need to implement the Water Shortage Contingency Plan.

It should be noted that the DWR is currently preparing a stand-alone guidance document to provide general procedures for urban water suppliers in completing the Annual Assessment. At this time, the decision-making process and steps for completing the Annual Assessment are preliminary and will be refined once the DWR guidance document is finalized.

8.2.1 Decision Making Process

This section describes the decision-making process for preparing and approving the Annual Assessment each year. The reporting timeline is illustrated in Figure 8-1, and the milestones documented on Table 8-1A.

It should be noted that the Annual Assessment and associated decision-making process will rely on the findings of the Valley Water Annual Assessment, which provides documentation of available water supply information and any County-wide water shortage actions that may be required.

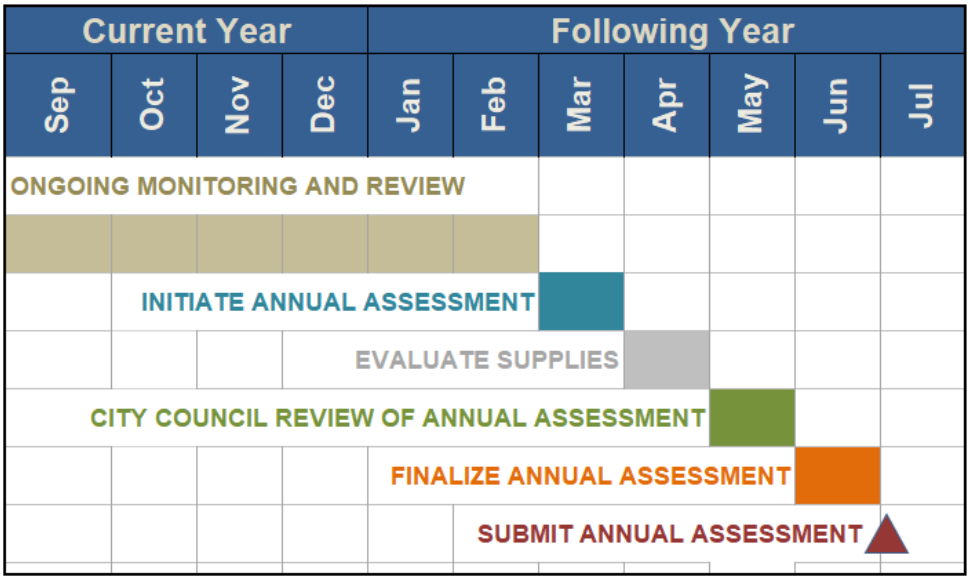


Figure 8-1 Annual Assessment Reporting Timeline

Table 8-1A Annual Assessment Reporting Milestone

Key Timeline	Description
September to February: Ongoing Monitoring and Review	For most of the year, City staff will continue to monitor and report monthly water production and consumption. This data will be used when preparing the Annual Assessment to compare system-wide water demands year-to-year and to project demands for the following year.
March: Initiate WSCP Annual Assessment	City staff will initiate the Annual Assessment process by compiling collected water demand and production data. Other relevant information includes, but is not limited to: • Land Use/Planning: Changes in land use or the number of building permits, which will be used to estimate demand for the following year. • Hydrologic Year Review: Review of rainfall and hydrologic conditions over the past year, noting that the City's wet year typically ends in April. • Climate Forecast: Consideration of any available climate projections. The purpose of gathering this information is to assess the various factors affecting water demand across the City's service area. This analysis will guide projections of water demand for the upcoming year.
April: Review Available Supply Information	A preliminary Annual Assessment is usually completed by Valley Water and prior to April. City staff will review this document upon its availability and use it as the basis for estimating available water supply for the upcoming year. If necessary, staff will also prepare to implement any water shortage response actions identified by Valley Water.
May: City Council Review of Annual Assessment	The Annual Assessment draft will be presented to the City Council for information and discussion. If the assessment recommends water shortage actions, the City Council will be asked to authorize the implementation of the recommended measures.
June: Finalize Annual Assessment	The Annual Assessment is finalized after considering feedback received during the City Council review process.

July: Submit Annual Assessment	The Annual Assessment will be submitted to DWR on or before July 1.

8.2.2 Data and Methodologies

This section describes the key data and methodologies used to prepare the Annual Assessment. This includes historical water supply information, historical and projected water demand, and projected water supply, which the City uses to evaluate their water supply reliability for both a normal and a subsequent dry-year condition.

8.2.2.1 Evaluation Criteria

The primary criteria used in preparing the City's Annual Assessment are projected water demand and available supply. Available supply information is based on a County-wide review prepared by Valley Water. Demand projections are developed using multiple factors, including historical demand, land use changes, building permits, and historical rainfall. The City will continue to evaluate its Annual Assessment preparation process, and additional criteria may be incorporated if considered appropriate.

8.2.2.2 Water Supply

The City currently relies solely on groundwater as its water supply. The City operates 9 groundwater wells, each of which is monitored with production reported monthly. These monthly production records are used to characterize current water use and to compare with previous years, providing a basis for estimating water production requirements for the upcoming year.

As the Groundwater Sustainability Agency, Valley Water manages water supplies throughout Santa Clara County, including the Llagas Subbasin, which are used by the City for supply. The water supply analysis prepared by Valley Water for its Annual Assessment provides a critical basis for the City's water supply assumptions, including available supply volumes and any required pumping restrictions.

8.2.2.3 Current Year Unconstrained Customer Demand

Billed water consumption is reported monthly and will be used to characterize the City's current water use. These records will be compared to the corresponding months of the previous year to identify significant changes in water use patterns across the City's service area. In addition, information on recent developments and current building permits will allow City staff to estimate anticipated changes in water demand for the upcoming year.

8.2.2.4 Current Year Available Supply

The Annual Assessment estimates the available water supply for the current year under existing hydrologic conditions, as well as for a potential subsequent dry year. These supply estimates will be based on the Drought Risk Assessment supply estimation methodology documented in a previous chapter of this 2025 UWMP and will also incorporate information from the Valley Water Annual Assessment.

8.2.2.5 Infrastructure Considerations

The Annual Assessment will include a review of ongoing capital projects that may affect the demand and supply projections. Examples of such capital projects include water loss reduction, distribution system expansions to serve growth, or the development of new groundwater wells. The City's 2023 Water, Wastewater and Storm Drainage System Master Plans, identifies any additional infrastructure considerations to be implemented within the City's service area.

8.3 WATER SHORTAGE LEVELS

The City has adopted the four standard water shortage levels recommended by DWR, as shown in **Table 8-1B**. Identifying the appropriate shortage level will be in accordance with the procedures outlines in a section of the Annual Assessment procedures.

California Water Code

10632 (a)(3)(A)	*Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.*
10632 (a)(3)(B)	*An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.*

For example, if the Annual Assessment identifies a 22% water shortage, the City would be considered in a Severe Drought condition. Based on recommendations from City staff, the City Council has the authority to declare the appropriate conservation level necessary to manage system demands and mitigate the shortage. The City Council may also adjust or terminate a shortage response level as recommended by staff.

The City's groundwater supply relies on natural recharge from surface water runoff as well as additional recharge provided by Valley Water through imported raw water. During drought periods, when imported water availability is reduced, Valley Water may request cities to limit groundwater pumping to prevent basin overdraft and minimize subsidence. To support these efforts and reduce

water consumption citywide, the City maintains a water conservation ordinance that can be invoked to implement water use restrictions.

Table 8-1B Water Shortage Contingency Plan Levels

2025 Gilroy WSCP			Corresponding Relationship ("Crosswalk")	DWR Standard Levels			Valley Water Shortage Level Condition
Stage	Percentage Supply Reduction	Percentage Supply Reduction		Level	Percentage Supply Reduction	DWR Shortage Level Condition	
0	0 to 10%	Permanent Measure		0	0%	Normal	Normal
				1	1 to 10%	Alert	Alert
1	11 to 20%	Minor Shortage Potential		2	11 to 20%	Significant	Severe
2	21 to 35%	Moderate Shortage Potential		3	21 to 30%	Severe	Critical
				4	31 to 40%	Critical	Critical
3	36 to 50%	Critical Shortage Potential					
				5	41 to 50%	Crisis	Emergency
N/A	N/A	N/A		6	Greater than 50%	Emergency	Emergency

The City's conservation ordinance currently establishes permanent water use restrictions and a multi-stage water rationing plan that can be implemented to adjust water use during shortage conditions. Each rationing stage specifies a water demand reduction percentage to be applied to normal water demands. Implementation of the plan depends on the cause, severity, and anticipated duration of the water shortage, and may include a combination of voluntary and mandatory conservation measures to reduce citywide water use. The water shortage stages are also summarized in Table 8-1B.

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels

Water Code Section 10632(a)(3)(B)

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	0	0-10%
2	Up to 20%	1	11-20%
3	Up to 30%	2	21-35%
4	Up to 40%	2,3	21-35% 36-50%
5	Up to 50%	3	36-50%
6	>50%	N/A	N/A

8.4 SHORTAGE RESPONSE ACTIONS

Pursuant to CWC 10632(a)(4), this section documents the detailed shortage response actions, organized into categories that correspond with the established shortage levels.

California Water Code

10632 (a)(4)	*Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:* *(A) Locally appropriate supply augmentation actions.* *(B) Locally appropriate demand reduction actions to adequately respond to shortages.* *(C) Locally appropriate operational changes.* *(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.* *(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.*
10632.2	*An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.*

The City's WSCP includes shortage response actions that may be implemented during a water shortage. In addition, the City's municipal code establishes permanent, year-round water use restrictions to minimize water waste. Both the shortage response actions and permanent water use restrictions are summarized in this chapter.

8.4.1 Supply Augmentation

As noted in previous sections, groundwater is the City's sole source of supply, and there are no known opportunities for direct supply augmentation through exchanges, transfers, or purchase programs. Therefore, supply augmentation actions are not included in the City's Water Shortage Contingency Plan at this time (**Table 8-2**).

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions

Water Code Section 10632(a)(4)(A), (C) and (E)

No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage	Shortage Gap Reduction Value (May be a range) (AF)	

8.4.2 Demand Reduction

The City of Gilroy can implement a variety of demand reduction measures as response actions to corresponding water shortage levels. These measures may include restrictions on irrigation and outdoor water use, changes to water rate structures, public education and outreach efforts, or adjustments to water supply service. Other demand reduction such as infrastructure improvements or the installation of water efficient fixtures are considered long-term water demand reduction strategies and are therefore not included as actions in this Water Shortage Contingency Plan. City staff will continue to evaluate additional demand management approaches, including the potential implementation of Water Offsets for new developments and drought rate structures in the immediate future.

Consumption reduction actions are measures taken by the City to reduce demand within the service area, and usually in response to a declared water shortage or emergency condition. The City's consumption reduction actions and reduction action matrix, for each shortage level, are summarized in **Table 8-3** and **Table 8-3A**, respectively, along with brief descriptions or explanations.

Submittal Table 8-3 Retail: Demand Reduction Actions

Water Code Section 10632(a)(4)(B) and (E)

No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
0	CII - Lodging establishment must offer opt out of linen service	Percentage	0-10%	Encourage hotels, motels and other commercial lodging establishments to provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments are encouraged to prominently display notice of this option in each bathroom using clear and easily understood language.	No
0	CII - Restaurants may only serve water upon request	Percentage	0-10%	Encourage eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale to provide drinking water to any person only when expressly requested.	No
0	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	0-10%	Encourage food preparation establishments, such as restaurants or cafes to use water conserving dish wash spray valves.	No
0	Pools and Spas - Require covers for pools and spas	Percentage	0-10%	Recommend that all existing pools use a pool cover or solar blanket to reduce water loss due to evaporation.	No
0	Other	Percentage	0-10%	When directed by the Public Works Director, recycled water fill stations shall be made available for construction water for purposes, including dust control. Recycled water fill stations may be removed upon completion of construction activities in the area.	No
0	Other	Percentage	0-10%	Discourage installation of non-recirculating water systems in new commercial conveyor car wash and new commercial laundry systems.	No

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
0	Landscape - Limit landscape irrigation to specific days	Percentage	0-10%	Limit watering or irrigating of lawn, landscape or other vegetated area with potable water to three days per week from April through October. The watering days are designated depending upon house address (odd house and no house address – Monday, Wednesday, and Friday, even house address – Tuesday, Thursday, and Saturday). This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.	Yes
0	Pools and Spas - Require covers for pools and spas	Percentage	0-10%	Require all new pools to have a pool cover or solar blanket to reduce water loss through evaporation.	Yes
0	Other - Prohibit use of potable water for washing hard surfaces	Percentage	0-10%	Prohibit washing down hard or paved surfaces, including but not limited to buildings, structures, sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys.	Yes
0	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	0-10%	Require leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within seventy-two (72) hours of notification by the city unless other arrangements are made with the city.	Yes
0	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	0-10%	Prohibit the application of water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, driveway, street, alley, gutter, ditch, parking lots, or structures.	Yes

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
0	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-10%	Prohibit the operation a water fountain or other decorative water feature that does not use recirculated water	Yes
0	CII - Restaurants may only serve water upon request	Percentage	0-10%	Prohibit eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale, from providing drinking water to any person unless expressly requested.	Yes
0	CII - Lodging establishment must offer opt out of linen service	Percentage	0-10%	Require hotels, motels and other commercial lodging establishments to provide customers with the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.	Yes
0	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	0-10%	Prohibit food preparation establishments, such as restaurants or cafes from using non-water conserving dish wash spray valves.	Yes
0	Other water feature or swimming pool restriction	Percentage	0-10%	Refilling of existing private pools is prohibited, except to maintain water levels, unless the pool is in eminent danger of failure	Yes

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
1	Landscape - Limit landscape irrigation to specific days	Percentage	11-20%	Limit watering or irrigating of lawn, landscape orother vegetated area with potable water to two days per week from April through October. The watering days are designated depending upon house address (odd house and no house address – Wednesday and Sunday, even house address – Tuesday and Saturday). This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.	Yes
2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	21-35%	Prohibit filling or re-filling ornamental lakes or ponds with potable water, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level under this section.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	21-35%	Require all leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within forty-eight (48) hours of notification by the city unless other arrangements are made with the city	Yes
2	Landscape - Other landscape restriction or prohibition	Percentage	21-35%	Prohibit the applications of potable water to outdoor landscapes during and within 48 hours following measurable rainfall.	Yes
2	Other	Percentage	21-35%	City Council may consider adopting rate structures and other pricing mechanisms to maximize water conservation.	Yes

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
3	Landscape - Prohibit all landscape irrigation	Percentage	36-50%	Prohibit watering or irrigating of lawn, landscape or other vegetated area with potable water. This restriction does not apply to the following categories of use, unless the city has determined that recycled water is available and may be applied to the use: (a) Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self–closing water shut-off nozzle or device; (b) Maintenance of existing landscape necessary for fire protection; (c) Maintenance of existing landscape for soil erosion control; (d) Maintenance of plant materials identified to be rare or essential to the well-being of protected species; (e) Maintenance of landscape within active public parks and playing fields, day care centers, golf course greens, and school grounds, provided that such irrigation does not exceed two (2) days per week for no more than fifteen (15) minutes watering per designated water day per station and is prohibited between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard/Daylight Savings Time. (f) Actively irrigated environmental mitigation projects.	Yes
3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	36-50%	Require all leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within twenty-four (24) hours of notification by the city unless other arrangements are made with the city.	Yes

Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap? Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
3	Other	Percentage	36-50%	The city may limit the issuance of new potable water services, temporary meters and/or statements of immediate ability to serve or provide potable water service (such as, can and will-serve letters, certificates, or letters of availability), except under the following circumstances: (a) A valid, unexpired building permit has been issued for the project; or (b) The project is necessary to protect the public health, safety, and welfare; or (c) The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the city. (d) This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.	Yes

Table 8-3A: Reduction Actions Matrix

Response Actions	Level 0 0 - 10% Reduction	Level 1 11 - 20% Reduction	Level 2 21 - 35% Reduction	Level 3 36 - 50% Reduction
Washing Restrictions	**Encouraged**: Car Washing in Commercial Conveyor with Recirculating Systems **Mandatory**: Allowed personal vehicle handwashing and not allowed hard surface washing	☑	☑	☑
Restricted Watering or Irrigation Hours	**Discouraged**: 9:00 AM - 5:00 PM PST	**9:00 AM - 5:00 PM PST** (Exception: Hand-watering, reparation or recycled water)	☑	**No Watering or Irrigation**: Maximum 2 days per week 9:00 AM - 5:00 PM PST during 15 minutes on actively used landscape
Watering Duration	**Encouraged**: 15 minutes of irrigation systems or unattended devices Exception: Recycled Water and 2-gph drip irrigation systems or 70% efficient rotor sprinklers	**15 minutes of irrigation systems or unattended devices** Exception: Recycled Water and 2-gph drip irrigation systems or 70% efficient rotor sprinklers	☑	
Watering Days	**Mandatory**: Any time after 48 hours of rainfall **Encouraged**: Max. 3 day/week	Apr - Oct: 3 days/week Nov - Mar: 1 day/week	Apr - Oct: 2 days/week Nov - Mar: 1 day/week	
Obligation to Fix Water Fixtures	**Encouraged**: Practical discovery and correction of escape of water	72-hour period to repair leaks, breaks, malfunctioning water fixtures	48-hour period to repair leaks, breaks, malfunctioning water fixtures	☑
Limits on Filling Ornamental Ponds or Lakes	**Encouraged**: Only to sustain aquatic life	---	Prohibited for Filling or Refilling Exception: When aquatic life has been maintained in it	☑
Water Consumption	**Mandatory**: Drinking water provided only if requested at commercial establishments.	---	Adoption of water rate structures and pricing	☑
Exceptions for Watering Restrictions	**Mandatory**: Watering Ornamental Turf in Median and non-recirculating decorative features is prohibited	---	---	Controlled maintenance of important vegetation, fire protection or soil erosion control landscape.
Limits on Potable Services	**Mandatory**: No new single-pass cooling installations or non-recirculating Car Wash and Laundry Systems	---	---	No issuance of new potable services (Exception: Critical Infrastructure Facilities)
Limits on Buildings and Construction	**Mandatory**: Recycled Water Stations shall be available for construction. Pool covers shall be placed.	---	---	No issuance of new building permits (Exception: Critical Infrastructure Facilities)
Limits on New Developments or Annexations	**Mandatory**: Irrigation must follow California Buidling Standards Commission regulations	---	---	No annexations to water service area (Exception: Corrections or areas not increasing water use.

Notes:

1. Source: City of Gilroy Municipal Code, Article VI
2. Every level of shortage includes the most restrictive limitations of the previous levels (e.g. level 3 includes level 0 through 2 prohibitions).

8.4.3 Operational Changes

During a water shortage, changes to water system operations may be implemented. These operational changes may include enhanced monitoring and tracking of water use, adjustments to fire hydrant testing frequencies, modifications in maintenance cycles, and expedited repair of water leaks.

8.4.4 Additional Mandatory Restrictions

Additional mandatory restrictions are described in a previous section.

8.4.5 Emergency Response Plan

During an imminent or emergency-related shortage, the City Manager will activate a water shortage response team. This team will include public utilities, water, fire, planning, health, emergency services, and the Mayor's office. Other actions and procedures that are to follow a catastrophic event will be developed by this team.

8.4.6 Seismic Risk Assessment and Mitigation Plan

California Water Code

10632.5 (a)	*In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
10632.5 (b)	*An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
10632.5 (c)	*An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.*

The City engaged AARC Consultants to conduct a study, which is Risk and Resilience Assessment (RRA), published in December 2020, in response to the America's Water Infrastructure Act 2018. The City identified and characterized both asset-specific and system-wide vulnerabilities and threats and quantified the consequences of disruption during the RRA Process. The report estimates the total amount of risk is approximately $251,684 annually. The City is located in a seismically active zone and most at risk from natural threats, approximately 48% of various threat types. A table of top high-risk threat-asset pairs illustrates that the City's wells and distribution system are at highest risk due to the potential for damage associated with earthquake.

In response to the identified seismic threats, the report also provides preliminary risk mitigation options based on the consultant's ANSI/AWWA J100-10 analysis. The J100-10 analysis is a standardized seven-step analysis that provides a risk and resilience management framework for water and wastewater systems against malevolent attacks and natural hazards: 1) Asset

Characterization, 2) Threat Characterization, 3) Consequence Analysis, 4) Vulnerability Analysis, 5) Threat Analysis, 6) Risk/Resilience Analysis, and 7) Risk/Resilience Management:

Groundwater wells: Provide well discharge piping with the ability to accommodate differential settlement between the well head and buried pipe.

Distribution system: Consider installing isolation valves on main distribution lines. In addition, consider using steel with welded joints, high-density polyethylene (HDPE) pipes with fused joints, ductile iron with seismic joints and molecularly oriented PVC (PVCO) with restrained joints.

Storage Tanks: Consider replacing inflexible tank joints with flexible joints to limit breakage, especially where tank wall uplift is anticipated. Also, consider seismically retrofitting water tanks.

In addition to the Emergency Response Plan described in a previous section, the California Water Code requires urban water suppliers to document a locally appropriate multi-hazard mitigation plan developed under the federal Disaster Mitigation Act of 2000, that includes documentation of seismic risk assessment. Valley Water developed such a hazard mitigation plan in February 2024. The City's service area is included within the boundaries evaluated as part of this mitigation plan.

8.4.7 Shortage Response Action Effectiveness

In addition to documenting demand reduction actions, the 2025 UWMP also estimates the effectiveness of these actions in reducing systemwide demand. The City records water consumption and production on a monthly basis, and this data can be used to evaluate the effects of any demand reduction actions that are implemented.

Starting in 2021, the City declared a Water Shortage Level 2, which included the implementation of multiple demand reduction actions described in a previous section. Based on a comparison of historical monthly production data, it is estimated that systemwide water use was approximately 11 to 20 percent lower during the Level 2 Water Shortage period compared to other years. Therefore, as documented in Table 8-3, the Level 2 Water Shortage response actions are estimated to achieve a reduction effectiveness of 11 to 20 percent.

8.5 COMMUNICATION PROTOCOLS

California Water Code

10632 (a) *Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan consists of each of the following elements:*
(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:
(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.
(C) Any other relevant communications

When the City identifies the need for short-term water use reductions as directed by the Water Shortage Contingency Plan or the Annual Assessment, clear and effective communication will be critical to achieve the necessary demand reductions. Methods of public notification may include newspaper publications, bill inserts, announcements on the City's website, social media posts, and press releases or informational campaigns. These public notification methods may be implemented during a Level 1 Water Shortage, with more targeted communications regarding leaks and high water users during a Level 2 Water Shortage.

8.6 COMPLIANCE AND ENFORCEMENT

California Water Code

10632 (a)(6)	*For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.*

Customers who violate the provisions of the water code related to water shortage conditions may be subject to the following penalties:

- One written notice of the violation from Utilities Department (Water Conservation Specialists) or police department.
- A second violation within any consecutive 12-month period is punishable by a fine not to exceed one hundred dollars.
- A third violation within any consecutive 12-month period is punishable by a fine not to exceed two hundred dollars.
- Any subsequent violation within any consecutive 12-month period is punishable by a fine not to exceed five hundred dollars.
- In addition to fines, the City, after written notice, may install a flow restrictor or discontinue service to consumers who violate provisions of this section.

8.7 LEGAL AUTHORITIES

California Water Code

10632 (a)(7)(A)	*A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.*
10632 (a)(7)(B)	*A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.*

10632 (a)(7)(C)	*A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.*
Division 1, Section 350	*Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

This section lists relevant statutory authorities, local ordinances, codes, and resolutions, as well as any water supply contract provisions that apply to the City.

8.7.1 Declaration of Water Shortage

The City has the legal authority to implement and enforce its water shortage response actions, including associated penalties, water rate adjustments, and restrictions or alterations to water service. City Ordinance 2015-04, which amended the water supply shortage regulations in May 2015, documents the demand reduction measures and enforcement protocols.

8.7.2 Proclamation of Local Emergency

Pursuant to California Government Code, California Emergency Services Act (Article 2, Section 8558), the City is required to coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency.

8.8 FINANCIAL CONSEQUENCES OF A WATER SHORTAGE CONTINGENCY PLAN

California Water Code

10632 (a)(8)	*A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:* *(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).* *(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]*

For most water suppliers, operating costs are largely fixed and do not fluctuate with the volume of water sold. As a result, when conservation programs reduce overall consumption, utilities often need to raise water rates to make up for the decline in revenue. This occurs because lower water sales reduce revenues while many system costs remain fixed. In addition, reducing peak demand can help defer or avoid the need for costly infrastructure expansions, such as new supply sources or capacity upgrades, by improving system efficiency and extending existing supply reliability.

The City of Gilroy approved the updated Water and Wastewater Master Plans in April 2023. The plans identify infrastructure improvements needed to fix existing systems' deficiencies and service growth. In order to continue investing in critical utilities' infrastructure and keep pace with rising operational costs, the City engaged NBS Government Finance Group to conduct a rate study in 2023. Multi-year rate adjustments were in effect since January 1, 2024, with an adopted water rate increases rate at 6% annually until 2028.

The new Enterprise Fund for water, Utilities Water Fund (Fund 705), accounts for the operation and maintenance of the City's water production and distribution system, with interest allocated accordingly. The Fund also provides for a small emergency cash reserve, and capital improvement projects within the fund may be deferred, if necessary, to help offset revenue shortfalls.

The Water Fund is projected to experience a decrease in fund balance over the next several years due to the implementation of planned capital improvement projects, as well as increases in groundwater extraction charges by Valley Water and rising utility costs. To address these financial pressures, the City has completed a comprehensive utilities rate study that establishes multi-year rate adjustments beginning in FY24 and continuing annually over a five-year period.

The City also maintains Fund 435, which is the Water Development Fund, to help fund capital improvement projects related to new developments. In the event of an emergency, General Fund reserves may be used.

The City's current water rate structure consists of a fixed monthly charge based on meter size and a uniform volumetric rate applied to all water consumption, eliminating the prior tiered rate structure. This approach provides a consistent pricing structure for all customers while supporting overall water conservation objectives.

The measures shown on **Table 8-4**, may be implemented in the more restrictive water shortage levels to offset the reduced revenue.

If at any time, Valley Water institutes a tiered pump tax structure, City may increase water rates, drought surcharges, and/or excess use penalties based on tiered Valley Water's rate structure.

An excess water use surcharge may be imposed in order to encourage compliance with the water shortage level 4 to level 6 conditions, if the customer water allotment is exceeded. The excess water surcharge applies only to the water bill and does not correspond to the water use prohibitions.

Table 8-4 Financial Consequences of WSCP

Stage	Supply Reduction	Potential Mitigation Actions
4-6	> 30%	Increase the unit rate by a fixed percentage.
4-6	> 30%	Increase the unit rate for all tiers except discounts offering to senior by a percentage by the City, which might be the same for all tiers or larger increases for higher tiers.
4-6	> 30%	Impose a temporary drought surcharge on each account based on meter size.
4-6	> 30%	Impose excessive penalties for water use over a specific amount.
4-6	> 30%	Impose a peaking charge based on the highest billed monthly water use from the previous year.

8.9 MONITORING AND REPORTING

California Water Code

10632 (a)(9) *For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.*

Monitoring and reporting under the Water Shortage Contingency Plan and Annual Assessment will be based on metered water production and consumption data. Ongoing review and comparison with historical data for corresponding months will allow the City to assess the effectiveness of WSCP measures. Additionally, in response to implemented shortage response actions and water shortage levels, the City's Utilities Department may increase meter reading frequency to better collect, track, and analyze water use.

8.10 WSCP REFINEMENT PROCEDURES

California Water Code

10632 (a)(10) *Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.*

The WSCP is intended as a dynamic planning tool subject to ongoing refinement as needed. Following the declaration of water shortage and implementation of the WSCP, the monitoring and reporting procedures described in a previous section will provide insight into its effectiveness. City staff will assess the performance of communication protocols, demand reduction actions, operational adjustments, and financial mitigation measures. If this review identifies opportunities for procedural improvements or new WSCP actions, staff may incorporate these into an amended 2025 UWMP.

8.11 SPECIAL WATER FEATURE DISTINCTION

California Water Code

10632 (b) *For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.*

The California Water Code requires urban water suppliers to differentiate between water features that are artificially supplied and swimming pools or spas. The City's current demand reduction actions reflect this distinction, as documented in a previous section.

8.12 PLAN ADOPTION, SUBMITTAL, AVAILABILITY, AND AMENDMENT PROCEDURES

California Water Code

10632 (c) *The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.*

The adoption and submittal process for the WSCP, as well as its public availability, follow the same procedures as the City's UWMP. If an amendment is made, stakeholder and public notification will be conducted in accordance with UWMP procedures prior to adoption of the amended plan.

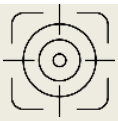
8.13 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels
- Table 8-2: Supply Augmentation and Other Actions
- Table 8-3: Demand Reduction Actions

CHAPTER 9 – DEMAND MANAGEMENT MEASURES

This chapter documents the City's efforts to reduce water demand using specific demand measurement measures (DMMs) as well as any other actions to maintain ongoing water conservation.



Chapter Focus

This chapter summarizes the demand management measures, which are additional actions the City plans on implementing to achieve water use targets and maintain ongoing conservation. The purpose of this section is to provide a comprehensive overview of the water conservation programs the City has implemented, is currently implementing, and plans to implement to achieve its water conservation goals.

9.1 DEMAND MANAGEMENT MEASURES FOR RETAIL SUPPLIERS

California Water Code

10631 (e) *Provide a description of the supplier's water demand management measures. This description shall include the following:*

(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measure that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

9.1.1 Implementation Over the Past Five Years

Below is a concise narrative description of each Demand Management Measures (DMMs) implemented by the City of Gilroy over the past five years:

i. **Water-Waste Prevention Ordinances**: the City has recommended 1 (one) day per week for landscape irrigation, with a maximum of 15 minutes per station. In addition, large

industrial, commercial, and multi-family water users may be required to undergo water audits.

ii. **Metering**: The City of Gilroy maintains universal metering for all potable water service connections and bills customers based on metered water use. The City has a metering policy in which meters are replaced and upgraded every 10 years, corresponding to the new battery lifespan for meters. All meters are part of the City's Advanced Metering Infrastructure (AMI) network, which automatically records and transmits water usage data to support efficient utility management. The AMI implementation is almost 95%, according to the City's latest information. The City is also implementing and deploying a community-wide software called AquaTrax, which works with the AMI system to provide customers and staff with detailed water-use data and leak detection capabilities.

iii. **Conservation Pricing**: The City of Gilroy no longer maintains a tiered water billing policy.

iv. **Public Education and Outreach**: The AquaTrax portal serves as a key outreach tool that allows residents to track their water use, receive alerts, and make informed decisions to reduce consumption.

v. **Programs to Assess and Manage Distribution System Real Loss**: Over the past five years (2021–2025), the City of Gilroy has continuously monitored all repairs and leaks in its distribution system real loss. Leveraging the AMI network, which automatically records and transmits water usage data, along with the AquaTrax customer portal, which provides residents and staff with near real-time usage data and leak alerts, the City can more precisely detect, track, and repair distribution system losses while actively engaging customers in water conservation.

vi. **Water Conservation Program Coordination and Staffing Support**: the City has launched a Water Conservation Program, which is currently staffed by two part-time Water Conservation Specialists. A third staff member (a Sr Management Analyst) will lead the conservation team and support policy updates and implementation.

9.1.2 Required Demand Management Measures

9.1.2.1 Water-Waste Prevention Ordinances

In response to the Drought of 1992, the City adjusted its water reduction program to promote efficient water use within the City. With the amendments to the Water Reduction Program, the following are currently prohibited water uses:

- Flooding or runoff on sidewalks, driveways, streets, gutters, and similar outdoor surfaces
- Cleaning or washing of sidewalks, driveways, filling station aprons, patios, porches, parking lots or other paved or hard-surfaced areas, except for cleaning and washing for health or safety purposes

- Use of water through an unattended hose without a positive automatic or manual shutdown valve, or a sprinkler device on the outlet end of the hose
- Use of water for construction purposes, such as consolidation of backfill, unless no other source of water or method can be used
- Waste of water due to broken or defective plumbing, sprinklers, and watering/irrigation systems
- Restaurant water service unless upon request
- From April 1 to November 1, outside landscape irrigation for any residential, business, or industrial purpose between the hours of 10:00 a.m. and 6:00 p.m., with exemptions from this provision:
    - Drip irrigation systems and the use of reclaimed water.
    - The watering of landscaping at the time of installation.
- Large industrial, commercial, and multi-family water users may be required to undergo water audits; however, City staff do not conduct them.

9.1.2.2 Metering

California Water Code

526 (a) *Notwithstanding any other provisions of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract... shall do both of the following:*
(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings... located within its service area.

527 (a) *An urban water supplier that is not subject to Section 526 shall do both the following:*
(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

All new connections to the water system must be equipped with meters that record the volume of use, as well as a program be put in place to convert unmetered connections to meters.

The City has a metering policy in which meters are replaced and upgraded every 10 years, corresponding to the new battery lifespan for meters. When taking the reading, if an error is suspected, the meter is evaluated by the City, and consumptive use, whether high or low, is taken into account on an individual basis to account for leaks or possible meter error. The AMI implementation is almost 95%, according to the City's latest information.

9.1.2.3 Conservation Pricing

Starting January 1, 2024, the City no longer maintains a tiered water billing policy.

9.1.2.4 Public Education and Outreach

The City, in cooperation with Valley Water, has several programs to reduce water consumption by promoting public awareness of water conservation. These programs also provide incentives for replacing high water use fixtures through both voluntary and mandated replacement initiatives.

9.1.2.4.1 Public Information Programs

In order to raise public awareness of water conservation, the City offers programs for the purpose of distributing water use information to the public through varying methods, which can include brochures, radio or television broadcasts, or through school programs and videos. Additionally, information on water use conservation can be found on the City website.

Programs offered by the City and Valley Water include:

- Free showerheads and aerators, as well as water conservation brochures, are offered by the City through either City Hall or the City website. Additional water conservation information and other useful links are also available online through the City website.
- The City has an annual Water Conservation Booth at the fair, where they make available water conservation information, as well as free showerheads and aerators upon request. Additionally, City staff may participate in other community held events to provide water conservation information to the public.
- Water conservation pamphlets are inserted in the water bills, as well as made available on the City's website, in English and Spanish. Historical water use information for the individual account is also included in the bill.
- Yearly contract for water conservation/education commercials with the local theater (commercial on seven screens, totaling 168,822 impressions annually).
- The City is also implementing and deploying a community-wide software called AQUATRAX, a customer portal allowing users to view and track their water consumption in real time.
- Water Conservation Program: the program is currently staffed by two part-time Water Conservation Specialists. A third staff member (a Senior Management Analyst) will lead the conservation team and support policy updates and implementation.

9.1.2.4.2 School Education Program

Valley Water employs staff to provide youth education through free classroom presentations, puppet shows, and tours of Valley Water facilities across the County. These programs aim to educate students on water conservation and water supply topics.

9.1.2.4.3 Water Conservation Rebate Programs

The City used to implement the clothes washer rebate program in collaboration with Valley Water that, but now it is not available.

9.1.2.4.4 Landscape Rebate Program

Valley Water's Landscape Rebate Program is available to homeowners, apartment complexes, and commercial sites in Santa Clara County that make qualifying water-efficient upgrades to their landscapes. The program aims to convert high water use landscaping to low water use landscaping and retrofit existing irrigation systems with more efficient solutions.

9.1.2.4.5 Survey Programs

The following section summarizes the survey programs available to water system customers within the City.

Valley Water offers outdoor water use surveys to residential sites under one-half acre. During this outdoor water use survey, a trained irrigation professional will review the existing irrigation system and mark any observed issues, as well as perform any necessary adjustments to onsite irrigation controllers. The findings of the survey will be summarized in a customized report.

Water Conservation Specialists disseminate self-evaluation kits when they complete site visits or during the numerous tabling and outreach events they attend throughout the year. The self-evaluation kit includes materials to test shower and sink flow rates as well as dye tablets for testing toilet leaks. The kit includes a guide on how to perform the tests as well as general information on common indoor water leaks.

9.1.2.5 Programs to Assess and Manage Distribution System Real Loss

When water enters the transmission and distribution system, it is difficult to account for the end result of the water. As a means to better account for water use in the system, a water supplier may use a water audit. Unaccounted for water is the difference between the water supplied to the system and the cumulative total of metered water use. Currently, the City does not meter sewer and hydrant flushing, as well as street sweeping, and the City compares well production with water usage to determine these uses. Additionally, unaccounted for water can be an indicator of leaks, meter errors, water system repair or maintenance, or illegal connections.

The City's annual capital improvement budget currently allocates funds for system repairs, including transmission and distribution mains, as well as pump stations and storage tanks. Leaks within the system are immediately fixed upon detection. The City keeps a record of all repaired leaks in the Utilities Department.

9.1.2.6 Water Conservation Program Coordination and Staffing Support

The City established the position of Water Conservation Specialist within the newly formed Utilities Department, whose responsibilities included the coordination and expansion of water conservation efforts within the City. These roles included establishing water conservation programs, and maintaining communication with City residents about water conservation practices.

9.1.2.7 Other Demand Management Measures – Water-Wise Landscaping

The City promotes water-efficient gardening practices among community members. Valley Water's Water-Wise Gardening software is available to the public, offering resources such as water-efficient garden examples, photos, and detailed descriptions of over 1,000 plants.

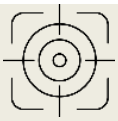
Since 2025, water-wise landscaping efforts have been further supported through rebate programs offered in partnership with Valley Water, which provide incentives for converting high water-use turf to low water-use landscaping, retrofitting irrigation systems, and implementing graywater reuse.

9.2 SUBMITTAL TABLES SUMMARY

This chapter does not include any submittal tables.

CHAPTER 10 – PLAN ADOPTION

This chapter summarizes the process for adopting and submitting the UWMP as well as the ways the public can access the adopted UWMP.



Chapter Focus

This chapter outlines the procedures for adopting, submitting, and making the UWMP and WSCP publicly accessible. Transparent adoption and implementation ensure that customers and stakeholders are informed about water management practices and water supply reliability. Public notices and hearings provide opportunities for review and input, while formal adoption incorporates the plans into the City's management strategy, supporting informed decision-making and compliance with statutory requirements.

10.1 PLAN COMPLETION TIMELINE

The 2025 UWMP guidebook allows for the reporting of either calendar year or fiscal year reporting. The City of Gilroy has completed this 2025 UWMP based on calendar year reporting, and thus the data was collected through December 31, 2025, and evaluated as part of this reporting.

10.2 NOTICE OF PLAN PREPARATION

California Water Code

10621 (b) *Every urban water supplier required to prepare a plan shall … at least 60 days prior to the public hearing on the plan … notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.*

The City provided notice to relevant stakeholders, summarized in **Table 10-1**, on December 17, 2025. This notification was issued more than 60 days prior to the public hearing on the 2025 UWMP, meeting the required timeline.

Submittal Table 10-1 Retail: Notification to Cities and Counties

Water Code Section 10621(b) and 10642

City Name	60 Day Notice	Notice of Public Hearing
City of Morgan Hill	Yes	Yes
Valley Water	Yes	Yes

County Name	60 Day Notice	Notice of Public Hearing
Santa Clara County	Yes	Yes

10.3 NOTICE OF PUBLIC HEARING

California Water Code

10642 — *…Prior to adopting either [the plan or water shortage contingency plan], the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code [see below].. ..*

California Government Code

6066 — *Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.*

A notice of the public hearing was published in the local newspaper in accordance with Government Code 6066. Documentation of the public notice is included in **Appendix C**, and the draft 2025 UWMP was made available for review at various City facilities and on the City's website.

10.4 PUBLIC HEARING AND ADOPTION

California Water Code

10642 — *Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or*

	hearings thereon…. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

California Government Code

7291	*…every local public agency… serving a substantial number of non-English-Speaking people, shall employ a sufficient number of qualified bilingual persons in public contact positions or as interpreters to assist those in such positions, to ensure provision of information and services in the language of the non-English-speaking person.*

Following the public review, the City held an informational public hearing on _____, 2026, to present the 2025 UWMP and receive comments from the community. Subsequently, the City Council adopted the final 2025 UWMP at a meeting on _____. A copy of the adopting resolution is included in **Appendix C**.

10.5 PLAN SUBMITTAL

California Water Code

10621 (e)	*Each urban water supplier shall update and submit its 2025 plan to the department by July 1, 2026…*
10635 (c)	*The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.*
10644 (a)(1)	*An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.*

10.5.1 Submitting a UWMP to DWR

The UWMPA requires water agencies to submit a copy of the adopted 2025 UWMP to the Department of Water Resources within 30 days of adoption and no later than July 1, 2026. Additionally, agencies must provide a copy of the adopted 2025 UWMP to all relevant stakeholders within 30 days of adoption.

10.5.2 Electronic Data Submittal

California Water Code

10644 (a)(2)	*The plan, or amendments to the plan, submitted to the department … shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.*

The City of Gilroy is required to submit the UWMP, along with associated Submittal Tables and any other relevant information, electronically through the WUEdata portal.

10.5.3 Submitting a UWMP to the California State Library

Within 30 days of adoption, the City of Gilroy shall submit a copy of the adopted 2025 UWMP, including the adopted WSCP, to the California State Library, either on a compact disc (CD) or as a hard copy.

10.5.4 Submitting a UWMP to Cities and Counties

Within 30 days of adoption, the City of Gilroy shall provide a copy of the adopted 2025 UWMP, to each city or county to which the City delivers water.

10.6 PUBLIC AVAILABILITY

California Water Code

10645 (a)	*Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.*
10645 (b)	*Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.*

The UWMPA requires water agencies to submit a copy of the adopted 2025 UWMP to the Department of Water Resources within 30 days of adoption and no later than July 1st, 2026. Additionally, agencies must provide a copy of the adopted 2025 UWMP to all relevant stakeholders within 30 days of adoption.

10.7 DWR REVIEW

Following the submittal of this adopted 2025 UWMP, DWR reviews the report and the submitted workbook for data completeness. Following the review, DWR will issue a letter to the City of Gilroy, summarizing the review results, and advising if the 2025 UWMP is deemed complete or if any items need clarifications.

10.8 SUBMITTAL TABLES SUMMARY

This chapter included the following submittal table(s):

- Table 10-1: Notification to Cities and Counties.

APPENDICES

APPENDIX A

DWR Checklist

This appendix shows the checklist of specific UWMP requirements. The California DWR asks the City to complete this checklist as part of their 2025 UWMP. In the table, the City of Gilroy has entered information in the far-right column labeled “2025 UWMP Location,” and indicated the section number in their UWMP where a requirement is addressed.

Table A-1 DWR Checklist

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	1	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and overview	n/a	Chapter 1
x	x	1	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan preparation	n/a	Chapter 1
x	x	2.1	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan preparation	n/a	Section 2.1
x	n/a	2.5	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan preparation	2-1	Section 2.1 & Table 2-1
x	x	2.5	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan preparation	2-2	Section 2.2 & Table 2-2
x	x	2.5	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan preparation	2-3	Section 2.3 & Table 2-3
x	x	2.4	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan preparation	n/a	Section 2.4, Section 8.12, Section 10.2, Section 10.3 & Section 10.4
x	x	2.4	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan preparation	n/a	Section 2.4
x	n/a	2.4	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan preparation	2-4 R	Section 2.4 & Table 2-4
n/a	x	2.4	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan preparation	2-4 W	n/a
x	x	3	Chapter 3.0	10631(a)	Describe the Supplier service area.	System description	n/a	Section 3.2

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	3.3	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System description	n/a	Section 3.3
x	x	3.4	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System description	3-1	Section 3.4 & Table 3-1
x	x	3.4	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System description	n/a	Section 3.1.3 & Section 3.4
x	x	3.5	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System description and baselines	n/a	Section 3.1.2
x	Optional	4.2	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System water use	4-1 and 4-2	Section 4.2, Table 4-1 & Table 4-2
x	Optional	4.3	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System water use	4-5	Section 4.3.1 & Table 4-5
x	n/a	4.3	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System water use	4-6	Section 4.3.2 & Table 4-6
x	n/a	4.2	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System water use	4-3	Section 4.2.6 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System water use	4-3	Section 4.2.4 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System water use	4-3	Section 4.2.4 & Table 4-3
x	n/a	4.2	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System water use	4-3	Section 4.2.4 & Table 4-3
x	x	4.2	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System water use	n/a	Section 4.2.7
n/a	x	5.1	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and targets	n/a	n/a

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	n/a	5.2	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: - Was considered an urban retail water supplier in 2020, - Met its 2020 target in 2020, or - Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and targets	5-1	Section 5.2 & Table 5-1
x	x	6.1	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System supplies	n/a	Section 6.1
x	x	6.1	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System supplies	n/a	Sections 7.2.1
x	x	6.2	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water supplies and recycled water	6-1	Section 6.2 & Table 6-1
x	x	6.2	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System supplies	n/a	Section 6.2
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System supplies	n/a	Section 6.2.1.1
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System supplies	n/a	Section 6.2.1.1
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water supplies and recycled water	n/a	Section 6.2.1.2, Section 6.2.2.1 & Section 6.2.3
x	x	6.2	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water supplies and recycled water	n/a	Section 6.2

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	6.2	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System supplies	n/a	Section 6.2
x	x	6.2	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System supplies	6-9	Section 6.9 & Table 6-9
x	x	6.1	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System supplies	6-8 and 6-9	Section 6.9 & Table 6-8 and 6-9
x	x	6.2	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System supplies	n/a	Section 6.7
x	n/a	6.2	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System supplies (recycled water)	6-2	Section 6.5.2.1 & Table 6-2
x	x	6.2	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System supplies (recycled water)	6-3	Section 6.5.2.2 & Table 6-3
x	x	6.2	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System supplies (recycled water)	6-4	Section 6.5.4 & Table 6-4
x	x	6.2	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System supplies (recycled water)	6-4	Section 6.5.4 & Table 6-4
x	x	6.2	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System supplies (recycled water)	6-4 and 6-5	Section 6.5.4 & Table 6-4 and 6-5
x	x	6.2	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System supplies (recycled water)	6-6	Section 6.5.4 & Table 6-6
x	x	6.2	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System supplies (recycled water)	n/a	Section 6.5.4
x	x	6.2	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System supplies	6-7	Section 6.6
x	x	6.2	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System supplies	6-7	Section 6.8 & Table 6-7

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	6.3	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System suppliers, energy intensity	O-1A, O-1B, O-1C, and O-2	Section 6.11
x		7.1	Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water supply reliability assessment	n/a	Section 7.1.3
x	x	7.2	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water supply reliability assessment	7-2, 7-3, and 7-4	Section 7.2 & Table 7-2, 7-3, and 7-4
x	x	7.2	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water supply reliability assessment	n/a	Section 7.2.3
x	x	7.3	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water supply reliability assessment	n/a	Section 7.3
x	x	7.3	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water supply reliability assessment	n/a	Section 7.3.1
x	x	7.3	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water supply reliability assessment	n/a	Section 7.3.2
x	x	7.3	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water supply reliability assessment	7-5	Section 7.3.3 & Table 7-5
x	x	7.3	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water supply reliability assessment	n/a	Section 7.1.3 & Section 7.3
x	x	8	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water shortage contingency planning	n/a	Chapter 8
x	x	8	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water shortage contingency planning	n/a	Section 8.1

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	8.2	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water shortage contingency planning	n/a	Section 8.2.1
x	x	8.2	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water shortage contingency planning	n/a	Section 8.2.2
x	x	8.3	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water shortage contingency planning	n/a	Section 8.3
x	x	8.3	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water shortage contingency planning	8-1	Section 8.3, Table 8-1B & Table 8-1
x	x	8.4	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water shortage contingency planning	8-2	Section 8.4.1 & Table 8-2
x	x	8.4	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water shortage contingency planning	8-3	Section 8.4.2 & Table 8-3
x	x	8.4	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water shortage contingency planning	8-2	Section 8.4.3 & Table 8-2
x	x	8.4	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water shortage contingency planning	Table 8-3	Section 8.4.4 & Table 8-3
x	x	8.4	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water shortage contingency planning	8-2 and 8-3	Section 8.4 & Table 8-2 and 8-3
x	x	8.4	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water shortage contingency plan	n/a	Section 8.4.6
x	x	8.5	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water shortage contingency planning	n/a	Section 8.5

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	8.5	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water shortage contingency planning	n/a	Section 8.5
x	n/a	8.6	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water shortage contingency planning	n/a	Section 8.6
x	x	8.7	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water shortage contingency planning	n/a	Section 8.7
x	x	8.7	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. *Water Shortage Emergencies*.	Water shortage contingency planning	n/a	Section 8.7.1
x	x	8.7	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water shortage contingency planning	n/a	Section 8.7.2
x	x	8.8	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.8
x	x	8.8	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water shortage contingency planning	n/a	Section 8.8 & Table 8-4
x	n/a	8.8	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, *Excessive Residential Water Use During Drought*.	Water shortage contingency planning	n/a	Section 8.8
x	n/a	8.9	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water shortage contingency planning	n/a	Section 8.9
x	x	8.10	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water shortage contingency planning	n/a	Section 8.10
x	n/a	8.11	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water shortage contingency planning	n/a	Section 8.11

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	8.12	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water shortage contingency planning	n/a	Section 8.12
x	n/a	9.1	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand management measures	n/a	Section 9.1
n/a	x	9.2	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand management measures	n/a	n/a
x	n/a	10	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan adoption, submittal, and implementation	n/a	Section 10.4
x	x	10.2	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan adoption, submittal, and implementation	10-1	Section 10.2 & Table 10-1
x	x	10.4	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 202 6.	Plan adoption, submittal, and implementation	n/a	Section 10.5
x	x	10.2	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan adoption, submittal, and implementation	n/a	Section 10.6
x	x	10.2	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan adoption, submittal, and implementation	10-1	Section 10.2.2 & Table 10-1
x	x	10.3	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan adoption, submittal, and implementation	n/a	Appendix C
x	x	10.4	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan adoption, submittal, and implementation	n/a	Section 10.5.3
x	x	10.4	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan adoption, submittal, and implementation	n/a	Sections 10.5

Retail (x = required)	Wholesale (x = required)	Order	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	10.4	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan adoption, submittal, and implementation	n/a	Sections 10.5
x	x	10.7	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan adoption, submittal, and implementation	n/a	Section 10.5
x	x	10.5	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.6
x	x	10.5	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan adoption, submittal, and implementation	n/a	Section 10.6
x	x	10.6	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan adoption, submittal, and implementation	n/a	n/a

APPENDIX B

DWR Submittal Tables

Submittal Table 2-1 Retail: Public Water Systems			
Has there been a change in the number of affiliated Public Water Systems since the 2020 UWMP? (OPTIONAL)			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA4310004	City of Gilroy	15,935	7,913
	Total	15,935	7,913

DWR NOTES:

Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Table 2-3.

NOTES:

Submittal Table 2-2: Plan Identification			
Select One or Both	**Type of Plan**		**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**		
	☐	Water Supplier is also a member of a SB X7-7 Regional Alliance	
☐	**Regional Urban Water Management Plan (RUWMP)**		
NOTES:			

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange Water Code Section 10631(h)
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631 (h).
Wholesale Water Supplier Name
Add additional rows as needed
Valley Water
NOTES:

10631(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available.

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	62,205	64,840	68,283	71,908	75,726	79,746
NOTES:						

CWC 10631(a) describe the current and projected population of the service area including current and projected population…

Submittal Table 4-1 Retail: 2025 Actual Total Uses for Potable and Non-Potable Water
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	4,140
Multi-Family		Potable	846
Commercial	Commercial & Institutional	Potable	1,267
Landscape		Potable	698
Other (optional)	Hydrant & City	Potable	195
Distribution System Water Loss		Potable	766
		Subtotal Potable	7913
		Subtotal Non-Potable	0
		Total	7,913

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES: Water Loss extracted from the Water Production report provided by City staff.

CWC 10631(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use…identifying the uses among water use sectors including but not limited to:

Submittal Table 4-2 Retail: Total Uses of Potable, and Non-Potable Water - Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		Level of Treatment When Delivered (OPTIONAL) Drop down list	**2030** (AF)	**2035** (AF)	**2040** (AF)	**2045** (AF)	**2050** (opt) (AF)
Add additional rows as needed.							
Single Family		Potable	4,802	5,057	5,325	5,608	5,905
Multi-Family		Potable	981	1,033	1,088	1,146	1,207
Commercial	Include Institutional	Potable	1,470	1,548	1,630	1,716	1,807
Landscape		Potable	810	853	898	945	996
Other (optional)		Potable	226	238	251	264	278
Distribution System Water Loss		Potable	888	936	985	1,038	1,093
Other (optional)	Recycled Water	Non-Potable	1,507	1,864	2,218	2,570	2,570
		Subtotal Potable	9,177	9,664	10,177	10,717	11,286
		Subtotal Non-Potable	1,507	1,864	2,218	2,570	2,570
		Total	10,684	11,528	12,395	13,287	13,856

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

CWC 10631(d)(1) For an urban retail water supplier, quantify, to the extent records are available... projected water use…identifying the uses among water use sectors…

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	Yes
If "Yes" to above: State the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. **OPTIONAL** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	4.2
Are Lower Income Residential Demands Included In Projections? (Refer to Appendix K of UWMP Guidebook) **Drop down list (y/n)**	Yes
OPTIONAL If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found. (An example is included in Appendix K.)	
NOTES:	

CWC10631 (d) (4) (A) Water use projections, where available, shall display and account for water savings estimated to result from adopted codes, standards, ordinances, or transpotation and land use plans identified by the urban water supplier, as applicable to the service area.

CWC 10631 (d) (4) (B) to the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following: (i) Provide citations of the various codes, standards, ordinances or transportation and land use plans utilized in making the projections.
(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.
CWC 10631(a) Water use projections required by section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county, in the service area of the supplier .

OPTIONAL Submittal Table 4-4 Retail: Passive Water Savings Projections
Water Code Section 10631(d)(4)(A)

Description (Codes, Standards, Ordinances, or Plans)	Passive savings				
	2030	2035	2040	2045	2050 (opt)
	(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed					
Codes, Standards, Ordinances, and Plans	483	509	536	565	594

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

Water Code Section 10631(d)(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA1610003	2020	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES: https://wuedata.water.ca.gov/		

CWC 10631(d)(3) (A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss Audit			State Water Board Standard		Most Recent AWWA Water Loss Audit		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA4310004	Yes	17.985	Gallons per Service Connection per Day (GPSCD)	15,935	487	28.9	8.8	Gallons per Service Connection per Day (GPSCD)	15,935	33.7	2.0

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

CWC 10631(d)(3)(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	**Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.**					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	**Only for suppliers that did not meet the Target in 2020** **See DWR NOTES below.**	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	133	118	Yes		NA
DWR NOTES: **Suppliers calculating a 2025 GPCD** will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies. **Suppliers that were part of a merger or consolidation since 2020** see Chapter 5 and Appendix P for guidance.						
NOTES:						

10608.40 Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631.

Submittal Table 6-1 Retail: Groundwater Volume Pumped
Water Code Section 10631(4) and 10631(4)(c)

☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)

Groundwater Type **Drop Down List** May use each category multiple times	Water Type (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin		Gilroy-Hollister Groundwater Basin, Llagas Subbasin	7069	7412	7375	7847	7913
		Total	7,069	7,412	7,375	7,847	7,913

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES

10631(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2025 Water Code Section 10633(a)				
☐	Check the box if there is no wastewater collection system. Proceed to the next table.			
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)			
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)			
Wastewater Collection			**Recipient of Collected Wastewater**	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Add additional rows as needed				
City of Gilroy	Metered	4,362	SCRWA Reclamation Facility, Use Areas, Place ID 256038	Yes
Total Wastewater Received from UWMP Service Area in 2025:		4,362		
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3. **Additional Guidance**. See Appendix M, Section M.21 for detailed guidance on this table.				
NOTES:				

CWC 10633 (a) (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area in 2025
Water Code Section 10633(a)

☐	**Check the box if no wastewater is treated or disposed of within the UWMP service area.** Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R)	Total 2025 Volume of Water Treated	**2025 Outcomes of Treated Wastewater**										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Add additional rows as needed														
SCRWA Reclamation Facility, Use Areas, Place ID 256038	Yes	4362	7,210	Tertiary	572	Tertiary	634	Secondary, Disinfected - 23	6,005					
Total		4,362	7,210		572		634		6,005		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requrement in the Level of Treatment drop-down.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier...and shall include all of the following:
(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c)(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	
Supplemental Water Added in 2025 (volume) Include units (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	Water Type (after treatment if treated) (OPTIONAL) **Drop down list**	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (opt) (AF)	Potential Recycled Water Use: Volume	Potential Recycled Water Use: Narrative page number (OPTIONAL)
Add additional rows as needed										
Agricultural irrigation			289	362	447	532	617	617		
Landscape irrigation (exc golf courses)			91	114	141	168	195	195		
Golf course irrigation			722	903	1116	1329	1539	1539		
Industrial use			103	128	159	189	219	219		
		Total	1205	1507	1864	2218	2570	2570	0	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use - a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier... and shall include...

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633 (e)

☐ Check the box if recycled water was not used in 2025 nor previously projected for use in 2020.
Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Add additional rows as needed		
Agricultural irrigation	402	289
Landscape irrigation (exc golf courses)	127	91
Golf course irrigation	1,002	722
Industrial use	142	103
Total	1,673	1,205

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3
Additional Guidance. See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:
(e) ...a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use
Water Code Section 10633 (f)

☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.
	Provide page location of narrative in the UWMP

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Add additional rows as needed			
Financial Incentives	Financial incentives applied to recycled water supplied to potential City customers	2025-2045	1,365
		Total (AF)	1,365
		Unit Conversion to AF	1,365

DWR NOTES:
Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.
The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-feet.

NOTES:

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the serv`ice area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(f) a description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre feet of recycled water used per year.

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631 (f)

☑	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Procees to the next table.
☐	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
	Provide page location of narrative in the UWMP

Name of Future Projects or Programs	Joint Project with other suppliers?		Additional Description (as needed)	Water Type (after treatment if treated) (OPTIONAL) **Drop Down list**	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range)
	Drop Down List (yes/no)	If Yes, Supplier Name					(AF)
Add additional rows as needed							

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:

10631 (f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

Submittal Table 6-8 Retail: Water Supplies — 2025 Actual
Water Code Section 10631 (b)

Water Supply		2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	**Actual Volume**	**Total Entitlement** (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)
Add additional rules as needed				
Groundwater (not desalinated)		Potable	7,913	
Recycled Water		Non-Potable	1,205	
		Subtotal Potable	7,913	0
		Subtotal Non-Potable	1,205	0
		Total	9,118	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information...

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	**Water Type** (after treatment if treated) (OPTIONAL) **Drop Down list**	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below	Reasonably Available Volume	Total Entitlement (OPTIONAL) See "DWR Notes" below
			(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)	(AF)
Add additional rows as needed												
Groundwater (not desalinated)		Potable	9,991		9,969		10,496		11,314		11,910	
Recycled Water		Non-Potable	1,507		1,864		2,218		2,570		2,570	
Subtotal Potable			9,991	0	9,969	0	10,496	0	11,314	0	11,910	0
Subtotal Non-Potable			1,507	0	1,864	0	2,218	0	2,570	0	2,570	0
Total			11,498	0	11,833	0	12,714	0	13,884	0	14,480	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following... (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following

OPTIONAL Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats	
		☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]	
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available AF	**% of Average Supply**
Average Year	1922-2025	11,498	100%
Single-Dry Year	1977	8,943	78%
Consecutive Dry Years 1st Year	1988	9,712	84%
Consecutive Dry Years 2nd Year	1989	9,993	87%
Consecutive Dry Years 3rd Year	1990	10,541	92%
Consecutive Dry Years 4th Year	1991	12,200	106%
Consecutive Dry Years 5th Year	1992	12,649	110%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table. **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table reports the units of measure reported in Submittal Table 2-3.

NOTES: Volumes available are based on supplies anticipated to be available in 2030. Supply availability will vary with the demand year.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals (autofill from Submittal Table 6-9 R)	11,498	11,833	12,714	13,884	14,480
Use totals (autofill from Submittal Table 4-2 R)	10,684	11,528	12,395	13,287	13,856
Surplus/(shortfall)	814	305	319	597	624
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	0	0	0	0	0
Revised Surplus/(shortfall)	814	305	319	597	624
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a **normal water year**, a single dry water year, and a drought lasting five consecutive water years.

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
Supply totals	8,943	8,953	9,788	10,830	11,230
Use totals	10,684	11,528	12,395	13,287	13,856
Surplus/(shortfall)	(1,741)	(2,575)	(2,608)	(2,457)	(2,626)
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit	0	0	0	0	0
WSCP - use reduction savings benefit	1,850	2,800	3,000	2,800	2,900
Revised Surplus/(shortfall)	109	225	392	343	274
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a normal water year, a **single dry water year**, and a drought lasting five consecutive water years.

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison Water Code Section 10635(a)						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (Opt) (AF)
First year	Supply totals	9,712	10,179	11,139	11,906	12,401
	Use totals	10,685	11,527	12,395	13,290	13,858
	Surplus/(shortfall)	(973)	(1,348)	(1,256)	(1,384)	(1,457)
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit	0	0	0	0	0
	WSCP - use reduction savings benefit	1,400	1,700	1,600	1,600	1,800
	Revised Surplus/(shortfall)	427	352	344	216	343
Second year	Supply totals	9,993	11,137	12,019	12,949	13,502
	Use totals	10,685	11,527	12,395	13,290	13,858
	Surplus/(shortfall)	(692)	(391)	(376)	(341)	(356)
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit	0	0	0	0	0
	WSCP - use reduction savings benefit	1,000	700	600	600	700
	Revised Surplus/(shortfall)	308	309	224	259	344
Third year	Supply totals	10,541	12,250	13,163	12,904	13,453
	Use totals	10,685	11,527	12,395	13,290	13,858
	Surplus/(shortfall)	(144)	723	768	(386)	(405)
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit	0	0	0	0	0
	WSCP - use reduction savings benefit	500	0	0	700	750
	Revised Surplus/(shortfall)	356	723	768	314	345
Fourth year	Supply totals	12,200	11,670	12,543	13,463	14,042
	Use totals	10,685	11,527	12,395	13,290	13,858
	Surplus/(shortfall)	1,515	142	148	173	184
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit	0	0	0	0	0
	WSCP - use reduction savings benefit	0	0	0	0	0
	Revised Surplus/(shortfall)	1,515	142	148	173	184
Fifth year	Supply totals	12,649	13,187	14,736	14,729	15,374
	Use totals	10,685	11,527	12,395	13,290	13,858
	Surplus/(shortfall)	1,964	1,659	2,341	1,439	1,516
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit	0	0	0	0	0
	WSCP - use reduction savings benefit	0	0	0	0	0
	Revised Surplus/(shortfall)	1,964	1,659	2,341	1,439	1,516
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.						
NOTES:						

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment **shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments,** for a normal water year, a single dry water year, and a d**rought lasting five consecutive water years.**

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)		
2026		**Total**
Total Water Use	(AF)	10,144
Total Supplies	(AF)	7,950
Surplus/Shortfall w/o WSCP Action		(2,194)
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	0
WSCP - use reduction savings benefit	(AF)	2,500
Revised Surplus/(shortfall)		306
2027		**Total**
Total Water Use	(AF)	10,279
Total Supplies	(AF)	8,204
Surplus/Shortfall w/o WSCP Action		(2,075)
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	0
WSCP - use reduction savings benefit	(AF)	2,300
Revised Surplus/(shortfall)		225
2028		**Total**
Total Water Use	(AF)	10,414
Total Supplies	(AF)	8,641
Surplus/Shortfall w/o WSCP Action		(1,773)
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	0
WSCP - use reduction savings benefit	(AF)	2,000
Revised Surplus/(shortfall)		227
2029		**Total**
Total Water Use	(AF)	10,549
Total Supplies	(AF)	9,843
Surplus/Shortfall w/o WSCP Action		(706)
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	0
WSCP - use reduction savings benefit	(AF)	950
Revised Surplus/(shortfall)		244
2030		**Total**
Total Water Use	(AF)	10,684
Total Supplies	(AF)	10,212
Surplus/Shortfall w/o WSCP Action		(472)
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit	(AF)	0
WSCP - use reduction savings benefit	(AF)	720
Revised Surplus/(shortfall)		248
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.		
NOTES:		

10635 (b) Every urban water supplier shall include, as part of its urban water management plan, a **drought risk assessment** for its water service... The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.
(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.
(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.
(4) Considerations of the historical drought hydrology, ...

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels
Water Code Section 10632(a)(3)(B)

☐	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.

Standard Shortage Levels	Percent Shortage Range	Suppliers Shortage Levels	Percent Shortage Range
1	Up to 10%	0	0-10%
2	Up to 20%	1	11-20%
3	Up to 30%	2	21-35%
4	Up to 40%	2,3	21-35% 36-50%
5	Up to 50%	3	36-50%
6	>50%	N/A	N/A

NOTES:

10632 (a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

(3)(A)Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. **Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use.** Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with th erequirement in subparagaph (A) by developing and including a corss-reference relating its existing categores to the six standard water shortage levels.

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
No	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)	
Add additional rows as needed				
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				
NOTES:				

10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(C) Locally appropriate operational changes.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

Submittal Table 8-3 Retail: Demand Reduction Actions Water Code Section 10632(a)(4)(B) and (E)					
No	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
0	CII - Lodging establishment must offer opt out of linen service	Percentage	0-10%	Encourage hotels, motels and other commercial lodging establishments to provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments are encouraged to prominently display notice of this option in each bathroom using clear and easily understood language.	No
0	CII - Restaurants may only serve water upon request	Percentage	0-10%	Encourage eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale to provide drinking water to any person only when expressly requested.	No
0	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	0-10%	Encourage food preparation establishments, such as restaurants or cafes to use water conserving dish wash spray valves.	No
0	Pools and Spas - Require covers for pools and spas	Percentage	0-10%	Recommend that all existing pools use a pool cover or solar blanket to reduce water loss due to evaporation.	No
0	Other	Percentage	0-10%	When directed by the Public Works Director, recycled water fill stations shall be made available for construction water for purposes, including dust control. Recycled water fill stations may be removed upon completion of construction activities in the area.	No
0	Other	Percentage	0-10%	Discourage installation of non-recirculating water systems in new commercial conveyor car wash and new commercial laundry systems.	No

0	Landscape - Limit landscape irrigation to specific days	Percentage	0-10%	Limit watering or irrigating of lawn, landscape or other vegetated area with potable waterto three days per week from April through October. The watering days are designated depending upon house address (odd house and no house address – Monday, Wednesday, and Friday, even house address – Tuesday, Thursday, and Saturday). This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.	Yes
0	Pools and Spas - Require covers for pools and spas	Percentage	0-10%	Require all new pools to have a pool cover or solar blanket to reduce water loss through evaporation.	Yes
0	Other - Prohibit use of potable water for washing hard surfaces	Percentage	0-10%	Prohibit washing down hard or paved surfaces, including but not limited to buildings, structures, sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys.	Yes
0	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	0-10%	Require leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within seventy-two (72) hours of notification by the city unless other arrangements are made with the city.	Yes
0	Landscape - Restrict or prohibit runoff from landscape irrigation	Percentage	0-10%	Prohibit the application of water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non irrigated areas, private and public walkways, driveway, street, alley, gutter, ditch, parking lots, or structures.	Yes

0	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	0-10%	Prohibit the operation a water fountain or other decorative water feature that does not use recirculated water	Yes
0	CII - Restaurants may only serve water upon request	Percentage	0-10%	Prohibit eating or drinking establishments, including but not limited to a restaurant, hotel, cafe, cafeteria, bar, or other public place where food or drinks are sold, served, or offered for sale, from providing drinking water to any person unless expressly requested.	Yes
0	CII - Lodging establishment must offer opt out of linen service	Percentage	0-10%	Require hotels, motels and other commercial lodging establishments to provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.	Yes
0	CII - Commercial kitchens required to use pre-rinse spray valves	Percentage	0-10%	Prohibit food preparation establishments, such as restaurants or cafes from using non-water conserving dish wash spray valves.	Yes
0	Other water feature or swimming pool restriction	Percentage	0-10%	Refilling of existing private pools is prohibited, except to maintain water levels, unless the pool is in eminent danger of failure	Yes
1	Landscape - Limit landscape irrigation to specific days	Percentage	11-20%	Limit watering or irrigating of lawn, landscape orother vegetated area with potable water to twp days per week from April through October. The watering days are designated depending upon house address (odd house and no house address – Wednesday and Sunday, even house address – Tuesday and Saturday). This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.	Yes

2	Water Features - Restrict water use for decorative water features, such as fountains	Percentage	21-35%	Prohibit filling or re-filling ornamental lakes or ponds with potable water, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level under this section.	Yes
2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	21-35%	Require all leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within forty-eight (48) hours of notification by the city unless other arrangements are made with the city	Yes
2	Landscape - Other landscape restriction or prohibition	Percentage	21-35%	Prohibit the applications of potable water to outdoor landscapes during and within 48 hours following measurable rainfall.	Yes
2	Other	Percentage	21-35%	City Council may consider adopting rate structures and other pricing mechanisms to maximize water conservation.	Yes
3	Landscape - Prohibit all landscape irrigation	Percentage	36-50%	Prohibit watering or irrigating of lawn, landscape or other vegetated area with potable water. This restriction does not apply to the following categories of use, unless the city has determined that recycled water is available and may be applied to the use: (a) Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self–closing water shut-off nozzle or device; (b) Maintenance of existing landscape necessary for fire protection; (c) Maintenance of existing landscape forsoil erosion control; (d) Maintenance of plant materials identified to be rare or essential to the well-being of protected species;	Yes

3	Landscape - Prohibit all landscape irrigation	Percentage	36-50%	(e) Maintenance of landscape within active public parks and playing fields, day care centers, golf course greens, and school grounds, provided that such irrigation does not exceed two (2) days per week for no more than fifteen (15) minutes watering per designated water day per station and is prohibited between the hours of 9:00 a.m. and 5:00 p.m. Pacific Standard/Daylight Savings Time. (f) Actively irrigated environmental mitigation projects.	Yes
3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Percentage	36-50%	Require all leaks, breaks, or other malfunctions in the water user's plumbing or distribution system to be repaired within twenty four (24) hours of notification by the city unless other arrangements are made with the city.	Yes
3	Other	Percentage	36-50%	The city may limit the issuance of new potable water services, temporary meters and/or statements of immediate ability to serve or provide potable water service (such as, can and will-serve letters, certificates, or letters of availability), except under the following circumstances: (a) A valid, unexpired building permit has been issued for the project; or (b) The project is necessary to protect the public health, safety, and welfare; or (c) The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the city. (d) This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.	Yes
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					
10632(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:					
(B) Locally appropriate demand reduction actions to adequately respond to shortages.					
(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.					

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
City of Morgan Hill	Yes	Yes
Valley Water	Yes	Yes
County Name Drop Down List	60 Day Notice Drop Down (yes/no)	Notice of Public Hearing Drop Down (yes/no)
Add additional rows as needed		
Santa Clara County	Yes	Yes
NOTES:		

CWC 10621 (b)Notify at least 60 days prior to the public hearing any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.
CWC 10642 The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.

APPENDIX C

Urban Water Management Plan
Public Notices and Adoption

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Introduction of an Ordinance of the City Council of the City of Gilroy Amending Gilroy City Code Chapter 5D, Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Bryce Atkins, Deputy Director of Community Development

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

Council:

1. Motion to read the ordinance by title only and waive further reading.
2. Introduce an Ordinance of the City Council of the City of Gilroy amending Gilroy City Code Chapter 5D, Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts.

BACKGROUND

In 2023, the City Council established the Downtown Committee to focus on economic enhancement and revitalization of Downtown Gilroy. From its inception, the Committee identified plywood coverings on vacant storefronts and long-term vacant buildings as major visual and economic deterrents. These elements harm the downtown's image, economic activity, and community safety.

To address these challenges, the Downtown Committee formed two specialized subcommittees:

- **Plywood Removal Subcommittee (PRS)**: Tasked with developing strategies and regulations to minimize or eliminate unsightly plywood coverings on vacant storefronts, while promoting aesthetically pleasing and transparent alternatives.
- **Vacancy Ordinance Subcommittee (VOS)**: Focused on addressing prolonged vacancies in downtown buildings through new regulations and incentives to promote occupancy.

In 2024, the PRS and VOS presented their joint report and recommendations to the City Council, who directed staff to add the two items to the Community Development Department's work plan. In subsequent updates to the City Council, staff noted that these items fell under the discretionary category – City initiatives for the public good that are typically Council- or community-driven but not mandated or core services. Staff also estimated completion by June 2025 (FY 2025 Q4), balancing priorities, daily operations, and mandated and core items against limited resources.

In spring 2025, during budget and workplan development, a long-term Code Enforcement Officer retired – just as the GilroyConnect (SeeClickFix) platform launched – requiring staff to defer these items to FY 2026.

On November 3, 2025, staff returned to Council to provide an update on the initiative and to receive Council direction to revive and strengthen Chapter 5D. The Council provided direction to pursue updating Chapter 5D, consider the Downtown Committee's recommendations, seek input from property and business owners, and return with a discussion of a possible vacancy tax.

At the May 18, 2026 regular meeting of the City Council, staff presented a report on the property and business owner input received and on draft code language incorporating the Downtown Committee's recommendations, with a few modifications. The Council provided direction to accept the modifications, proceed with the ordinance process, and not pursue the vacancy tax at this time.

ANALYSIS

Based on the direction received from Council, staff has prepared the attached ordinance for introduction, incorporating the Downtown Committee's recommendations as modified and directed by the City Council. In summary, it incorporates the following changes to Chapter 5D of the Gilroy City Code:

1. Removes the sunset section of Chapter 5D. Upon the effective date of the proposed ordinance, Chapter 5D will become active again as a result of this removal. There will be no sunset provision going forward, allowing for active enforcement until the Council approves a change to this chapter.
2. Includes the registration fee. The initial and annual renewal registration fee language is already included in Chapter 5D and will become active again once the sunset section is removed. The registration fee has been increased to $750

for initial registration, with an annual renewal fee of $1,500. The 10% per month interest provision for late payments is proposed to remain.

3. Amends the chapter language regarding the collection of delinquent fees, fines, interest, and penalties to allow for all legal remedies and specifically identifies the ability to assess the amounts owed to the City as a special assessment to the property tax bill of the property where the violations occurred.
4. Adds the requirement of a building report card that would be placed on the property with required information, including name, telephone number, address, date the building became vacant, and any identified code violations for the building.
5. Adds a section focused on the use of plywood and the regulations surrounding it. These provisions include the following:
    a. Prohibited materials
    b. Appropriate decorative artwork required
    c. 90-day and one-year limitations for decoration and removal, respectively, as well as fine amounts proposed
6. Identifies that delinquent fees, fines, interest, and penalties may be collected via special assessments on annual property tax rolls or via liens on the property when sold.

The ordinance in Attachment 1, for introduction and eventual adoption, repeals the entirety of Chapter 5D and replaces it with the revised Chapter 5D due to the sunset language of the original Chapter 5D. A document containing the redline edits showing the changes from the current version of Chapter 5D is also attached for review as Attachment 2.

ALTERNATIVES

Council may choose to amend or reject the proposed ordinance. Amending the ordinance would require holding a new public hearing, incurring a minor additional cost for a second advertisement, and requiring staff time to make the modifications.

FISCAL IMPACT/FUNDING SOURCE

Staff time will be used to implement the identified programs and any additional regulations that Council may direct. Revenue will be generated from program fees to help offset the impact on staff time and associated costs of managing and enforcing the program. The amounts will vary based on vacancy rates and compliance levels with the proposed code provisions.

An estimate, assuming 25 vacancies exist at the effective date, would be $18,750 in initial registration fee revenue. An estimate of expenditures at this time is unavailable due to significant variability in the factors that affect program costs.

PUBLIC OUTREACH

This item has been discussed as part of the City Council's strategic planning process, at the November 3, 2025, and May 18, 2026, regular meetings, and was included on the publicly posted agenda for this meeting. Additionally, there have been two input meetings with business and property owners, and a survey was advertised by mail to all business and property owners in the City's downtown. For a description of the input received, please reference the staff report entitled "*Consideration of Downtown Plywood and Vacancy Regulations*" in the May 18, 2026, agenda packet.

If adopted, staff will conduct outreach to property and business owners regarding the implementation of the revised City Code chapter.

NEXT STEPS

If introduced, the ordinance will return to the City Council at the July 27, 2026, regular meeting on the consent calendar for adoption. Staff will then develop and distribute outreach materials to affected property and business owners.

Attachments:

1. Draft Chapter 5D Ordinance
2. Gilroy City Code Chapter 5D with Edits

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY REPEALING AND REPLACING GILROY CITY CODE CHAPTER 5D, VACANT COMMERCIAL SPACE IN THE DOWNTOWN HISTORIC AND DOWNTOWN EXPANSION DISTRICTS

WHEREAS, pursuant to California Constitution Article XI, Section 7, and the City Charter, Section 600, the City Council has the authority to enact ordinances which promote the public health, safety, and general welfare of its residents; and

WHEREAS, the City Council adopted Ordinance No. 2012-02 on February 6, 2012, creating Chapter 5D entitled "Vacant Commercial Space in the Downtown Historic and Downtown Expansion Districts", for the purpose of reducing the adverse effects of vacant commercial buildings in the Downtown Historic and Expansion Districts, by requiring ground floor windows to be maintained with interesting and/or artistic visual displays, registration of vacant commercial spaces, and monitoring for substandard and/or unkempt commercial buildings and the appearance of long-term vacancies in commercial buildings; and City Code, Chapter 5D, pertaining to downtown vacancies; and

WHEREAS, Chapter 5D contained a sunsetting provision (Section 5D.13) whereby the entire chapter was to terminate and be of no further force and effect upon the termination date of the Seismic Safety Ordinance (Ordinance No. 2011-07); and

WHEREAS, the Seismic Safety Ordinance's final extension period, effectuated by Resolution No. 2015-56, ended on December 16, 2016, at which time Chapter 5D's sunset provision took effect, and the requirements and enforcement provisions to address vacant commercial spaces in the downtown districts expired; and

WHEREAS, In 2023, the City Council of the City of Gilroy created the Downtown Ad Hoc Committee to review identified issues to be addressed in the downtown districts. Two of these issues were vacant commercial buildings and the use of plywood in the downtown districts; and

WHEREAS, the Downtown Ad Hoc Committee issued recommendations to the Gilroy City Council to re-activate Chapter 5D of the Gilroy City Code and modifications to the same to enhance its effectiveness at addressing the above-mentioned issues; and

WHEREAS, commercial buildings that remain vacant for extended periods may adversely affect surrounding businesses, detract from the appearance of a vibrant downtown, and contribute to blighted conditions that negatively impact the community; and

WHEREAS, the City Council desires to strengthen the City's vacant commercial space regulations by requiring a building report card for registered vacant commercial spaces, prohibiting unfinished window and facade coverings, regulating temporary plywood installations, updating registration fees and fines, expanding collection remedies, and removing the sunset provision; and

WHEREAS, the City Council finds that these amendments will further the public health, safety, and welfare by promoting the maintenance, appearance, and accountability of vacant commercial spaces in the downtown area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I

Chapter 5D of the Gilroy City Code is hereby repealed and replaced to read as follows:

CHAPTER 5D
VACANT COMMERCIAL SPACE IN THE DOWNTOWN HISTORIC AND DOWNTOWN EXPANSION DISTRICTS

5D.1 Purpose.

Commercial buildings that are vacant for an extended period of time may adversely affect surrounding businesses, detract from the appearance of a vibrant downtown, and may contribute to blighted conditions that negatively impact the entire community. The purpose of this chapter is to minimize these adverse effects by preserving and improving the appearance of downtown Gilroy by requiring ground-floor windows of vacant commercial buildings in the Downtown Historic and Downtown Expansion Districts to be aesthetically pleasing when viewed from the street and sidewalk.

5D.2 Scope.

The provisions of this chapter shall apply to all structures in the Downtown Historic District and the Downtown Expansion District, unless otherwise stated, including, but not limited to, properties that have been the subject of a foreclosure sale wherein title has been transferred to the beneficiary of a deed of trust involved in the foreclosure, and to any properties transferred under a deed in lieu of foreclosure or sale. All responsible persons shall comply with the requirements of this chapter.

5D.3 Administration.

This chapter will be administered by, and may be enforced by, the community development director or his or her designee, who may adopt administrative rules and regulations consistent with its terms.

5D.4 Definitions.

For the purposes of this chapter:

“City” means the City of Gilroy.

“Commercial space” means any portion of a structure in the Downtown Historic District or Downtown Expansion District that is not intended for residential use.

“Downtown Historic District” and “Downtown Expansion District” mean the respective zoning districts of the city, as defined in the Gilroy Zoning Ordinance.

“Occupied”. A commercial space is deemed to be “occupied” when a permitted, nonresidential tenant or user resides in or is physically located in, and is lawfully and actively operating in, the space for at least thirty (30) days and meets the proof of physical occupancy criteria as set forth in Section 5D.6(g).

“Responsible person” means any person, firm, association, corporation, business entity, trustee, or receiver, or agent thereof, which owns, leases, rents or has lawful possession of a structure in the Downtown Historic District or in the Downtown Expansion District.

“Vacant commercial space” means any portion of a street-level commercial space that is not occupied and has not been occupied for a period of ninety (90) consecutive days at the time the ordinance codified in this chapter becomes effective or any time thereafter.

5D.5 General minimum maintenance requirements.

Responsible persons shall at all times maintain all structures they own, lease, rent or lawfully possess in the Downtown Historic District and Downtown Expansion District pursuant to the Gilroy City Code, the Gilroy Zoning Ordinance and the current construction codes contained in Chapter 6, as amended by the city council.

5D.6 Vacant commercial space registration.

(a) At least one (1) responsible person for each vacant commercial space must register that space with the city in accordance with this chapter within ten (10) consecutive days of the date the space becomes vacant commercial space.

(b) In order to register a vacant commercial space, as required by this chapter, a responsible person must submit to the community development director, or his or her designee, all of the following information in writing:

(1) The street address and assessor’s parcel number of the vacant commercial space;

(2) The name, address, and daytime and evening telephone numbers of each responsible person for the vacant commercial space, including any owner or tenant;

(3) The period of time the vacant commercial space is estimated to remain vacant; and

(4) Any other information requested by the community development director or his or her designee for the administration of this chapter.

(c) The registration of a vacant commercial space subject to this chapter must be renewed annually no later than January 1st of each year that the space was vacant.

(d) The registration of a vacant commercial space subject to this chapter must be renewed within ninety (90) consecutive days of its change of ownership.

(e) Initial and renewal registrations must be submitted on forms to be provided by the community development director, which forms shall be filled out completely and signed by at least one (1) responsible person.

(f) Building Report Card. Upon completion of registration, the department shall produce a sign no less than eighteen inches by twenty-four inches (18" x 24") posted on the front of the exterior building or structure so it is legible from the public-right-of-way with the following information: (i) name, address, and twenty-four-hour contact telephone number of the owner, responsible party, or property management company; and (ii) the statement "THIS PROPERTY MANAGED BY" with the appropriate name inserted and "TO REPORT PROBLEMS OR CONCERNS CALL" with the twenty-four hour telephone number listed. The sign shall also identify the date the structure became vacant and identify any building or city code compliance violations requiring correction.

(g) Upon satisfactory proof to the community development director, or his or her designee, that a vacant commercial space is and has been occupied for at least thirty (30) consecutive days, the vacant commercial space will be unregistered. Proof of physical occupation may include, but is not limited to, proof of the presence of usable furniture, office equipment, retail inventory or other equipment and inventory in the street-level commercial space that is consistent with the structure’s intended use, and the regular presence of persons using the street-level commercial space for its intended use. Proof of physical occupancy must also include documentation of occupancy, which may include, but is not limited to, an executed lease agreement, or valid state and local business licenses indicating the subject space is the official business address of the person or business claiming occupancy.

(h) The determination of the number of vacant commercial spaces a structure contains for purposes of registration will be made by the community development director or his or her designee. The number of vacant commercial spaces will be determined by the physical areas that have separate entrances to the commercial space from a public entry or a joint tenant corridor and/or entry to the commercial space.

(i) The provisions of this chapter shall not apply to a vacant commercial space if the following apply:

(1) The window display area space is the subject of a current, valid building permit for repair or rehabilitation and the responsible person provides proof, such as receipts, invoices or executed contracts, that the repair or rehabilitation is proceeding without significant delay.

5D.7 Window displays for commercial spaces not occupied for (90) ninety days.

Whether or not a vacant commercial space is registered pursuant to this chapter, if any commercial space in the Downtown Historic District or Expansion District has been unoccupied for more than ninety (90) consecutive days at the time this chapter becomes effective or any time thereafter, then responsible persons shall immediately construct and/or install at least one (1) of the following types of displays on or inside all ground-floor windows that face sidewalks, streets, alleys, or public open spaces:

(a) Faux window dressings containing goods or services with the visual characteristics of a vibrant business using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas;

(b) Works of art or other displays of cultural, historical, or educational value, using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas;

(c) Window paintings featuring visually appealing scenes depicting or suggesting business or cultural activities;

(d) Drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings are strictly prohibited. All windows, openings, doors, facades, awnings, must be finished in appearance or in compliance with at least one of the above methods; or

(e) Other measures consistent with these examples, if approved in writing by the community development director or his or her designee, in his/her discretion.

(f) Any decorative artwork and mural designs proposed for use must be appropriate for all ages in the community. The community development department will provide examples of appropriate designs to interested responsible persons.

5D.8 Regulations on the use of plywood.

(a) Plywood may be utilized if the building façade needs to be removed, or as a temporary measure to restrict unpermitted entry when doors, windows, or other potential entry points are exposed and need to be secured.

(b) Plywood must be decorated in compliance with the requirements provided in Section 5D.7. Such decoration shall be completed within ninety (90) days of installation.

(c) Plywood must be removed one (1) year after installation.

(1) No additional permits will be approved until any active permit is completed, the temporary front is removed, and all applicable fines are paid.

(2) Properties may request a one-year extension if there are extenuating circumstances. The community development director or their designee may approve such extensions in writing at their discretion.

5D.9 Fees and fines.

(a) Commercial space registration. At least one (1) responsible person shall pay an annual registration fee for each registered vacant commercial space that is separately owned or leased. In the case of a newly constructed or remodeled building in which individual spaces are not separately owned or leased, a single initial and annual registration fee shall be paid to cover all commercial spaces within the building. At least one responsible person must pay an initial registration fee to the city at the time the space is registered, and must pay an annual renewal registration fee by January 1st each following year that the space or spaces remain vacant. Registration fees will not

be prorated. These registration and fee requirements are applicable to any vacant commercial space in the Downtown Historic District or Expansion District that at the time the ordinance codified in this chapter becomes effective or any time thereafter. The fees will be as follows:

(1) Initial registration: seven hundred fifty dollars ($750.00).

(2) Annual renewal registration: one thousand five hundred dollars ($1,500.00).

(3) The fees are intended to defray the costs of administering this chapter and may be changed by the city council to meet these costs.

(b) Failure to register, or renew the registration of, vacant commercial space in violation of Section 5D.6 shall incur a fine of one hundred fifty dollars ($150.00) per week, or portion thereof, until compliance with the registration requirements is complete.

(c) Plywood, or any portion thereof, that remains undecorated after ninety (90) days in violation of Section 5D.8 (b) shall incur a fine of five hundred dollars ($500.00) per month or portion thereof.

(d) Plywood that remains beyond one (1) year after installation in violation of Section 5D.8 (c) shall incur a fine of two hundred fifty dollars ($250.00) per month, or portion thereof, until all plywood is removed.

(e) Any other violation of this Chapter shall incur a fine as detailed in Chapter 1.7 of the Gilroy City Code.

5D.10 Delinquent fees, fines, interest and penalties—collection.

(a) If a responsible person fails to pay the registration fee by the due date, the city is authorized to take action to collect the registration fee including a ten percent (10%) per month late payment penalty and its costs of collection, including attorneys' fees, by use of any and all available legal means; in which case such penalties and costs incurred by the city as a result of the collection process will be assessed to the responsible person or responsible persons in addition to the registration fee.

(b) The city may pursue any and all legal and equitable remedies for the collection of fees and fines, including interest and penalties.

(c) Delinquent fees, fines, interest, and penalties may be recorded as a lien or special assessment against the property on which the code violation occurred. Prior to recording a lien or special assessment, the city shall prepare a cost report itemizing the amount owed by the responsible person. The city shall comply with the State Board of Equalization or any other state or county law pertaining to the recording of any delinquent fines, interest, and penalties as a lien on the property, or as a special assessment.

(d) The administrative citation process described in this chapter does not preclude the city from recovering any code violation abatement cost incurred by the city in performing its code enforcement efforts.

5D.11 Duty to amend registration statement.

Responsible persons for any registered vacant commercial space shall advise the community development director or his or her designee, in writing, of any changes to the information on the registration form within thirty (30) consecutive days of the occurrence of the change.

5D.12 Inspections.

The community development director or his or her designee, or code enforcement officers, or both are authorized to conduct inspections to enforce the provisions of this chapter.

5D.13 Enforcement.

(a) The city may enforce the provisions of this chapter by any of the provisions of the Gilroy City Code, which are in addition to any other remedies provided for by law. Said remedies shall be cumulative and not exclusive.

(b) It shall be unlawful for any responsible person to violate or fail to comply with any provisions of this chapter. Each responsible person commits a separate offense for each and every day they commit, continue or permit a violation of any provision of this chapter.

(c) Any responsible person violating any of the provisions of this chapter shall be deemed guilty of an infraction, and upon conviction, shall be punished as set forth in Government Code Section 36900, as it now exists or may hereafter be amended.

(d) All responsible persons are jointly and severally responsible with respect to compliance with all provisions of this chapter and for any payments required to be made to the city under this chapter, including but not limited to registration fees, late penalties, and costs of collection and enforcement, including attorneys' fees and costs. If the commercial space is subject to a lease, the city shall have discretion to determine whether to enforce this chapter against the commercial space owner, the tenant, or both of them.

SECTION II

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Gilroy hereby declares that it would have passed and adopted this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION III

Pursuant to section 608 of the Charter of the City of Gilroy, this ordinance shall be in full force and effect thirty (30) days from and after the date it is adopted.

PASSED AND ADOPTED this 27th day of July, 2026, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **Kim Mancera**, City Clerk of the City of Gilroy, do hereby certify that the attached **Ordinance No. 2026-XX** is an original ordinance, or a true and correct copy of a City Ordinance, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, July 27, 2026**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **DATE**.

_____

Kim Mancera

City Clerk of the City of Gilroy

Chapter 5D

VACANT COMMERCIAL SPACE IN THE DOWNTOWN HISTORIC AND DOWNTOWN EXPANSION DISTRICTS

Sections:

5D.1 Purpose.
5D.2 Scope.
5D.3 Administration.
5D.4 Definitions.
5D.5 General minimum maintenance requirements.
5D.6 Vacant commercial space registration.
5D.7 Window displays for commercial spaces not occupied for ninety (90) days.
5D.8 Regulations on the use of plywood.
5D.~~8~~9 Fees for vacant commercial space registration.
5D.10~~9~~ Delinquent ~~registration~~ fees, fines, interest, and penalties—Collection.
5D.11~~0~~ Duty to amend registration statement.
5D.12~~1~~ Inspections.
5D.13~~2~~ Enforcement.
~~5D.13 Sunset.~~

5D.1 Purpose.

Commercial buildings that are vacant for an extended period of time may adversely affect surrounding businesses, detract from the appearance of a vibrant downtown, and may contribute to blighted conditions that negatively impact the entire community. The purpose of this chapter is to minimize these adverse effects by preserving and improving the appearance of downtown Gilroy by requiring ground-floor windows of vacant commercial buildings in the Downtown Historic and Downtown Expansion Districts to be aesthetically pleasing when viewed from the street and sidewalk. (Ord. No. 2012-02, § 1, 2-6-12)

5D.2 Scope.

The provisions of this chapter shall apply to all structures in the Downtown Historic District and the Downtown Expansion District, unless otherwise stated, including, but not limited to, properties that have been the subject of a foreclosure sale wherein title has been transferred to the beneficiary of a deed of trust involved in the foreclosure, and to any properties transferred under a deed in lieu of foreclosure or sale. All responsible persons shall comply with the requirements of this chapter. (Ord. No. 2012-02, § 1, 2-6-12)

5D.3 Administration.

This chapter will be administered by, and may be enforced by, the community development director or his or her designee, who may adopt administrative rules and regulations consistent with its terms. (Ord. No. 2012-02, § 1, 2-6-12)

5D.4 Definitions.

For the purposes of this chapter:

"City" means the City of Gilroy.

"Commercial space" means any portion of a structure in the Downtown Historic District or Downtown Expansion District that is not intended for residential use.

"Downtown Historic District" and "Downtown Expansion District" mean the respective zoning districts of the city, as defined in the Gilroy Zoning Ordinance.

"Occupied". A commercial space is deemed to be "occupied" when a permitted, nonresidential tenant or user resides in or is physically located in, and is lawfully and actively operating in, the space for at least thirty (30) days and meets the proof of physical occupancy criteria as set forth in Section 5D.6(fg).

"Responsible person" means any person, firm, association, corporation, business entity, trustee, or receiver, or agent thereof, which owns, leases, rents or has lawful possession of a structure in the Downtown Historic District or in the Downtown Expansion District.

"Vacant commercial space" means any portion of a street-level commercial space that is not occupied and has not been occupied for a period of ninety (90) consecutive days at the time the ordinance codified in this chapter becomes effective or any time thereafter. (Ord. No. 2012-02, § 1, 2-6-12)

5D.5 General minimum maintenance requirements.

Responsible persons shall at all times maintain all structures they own, lease, rent or lawfully possess in the Downtown Historic District and Downtown Expansion District pursuant to the Gilroy City Code, the Gilroy Zoning Ordinance and the current construction codes contained in Chapter 6, as amended by the city council. (Ord. No. 2012-02, § 1, 2-6-12)

5D.6 Vacant commercial space registration.

(a) At least one (1) responsible person for each vacant commercial space must register that space with the city in accordance with this chapter within ten (10) consecutive days of the date the space becomes vacant commercial space.

(b) In order to register a vacant commercial space, as required by this chapter, a responsible person must submit to the community development director, or his or her designee, all of the following information in writing:

(1) The street address and assessor's parcel number of the vacant commercial space;

(2) The name, address, and daytime and evening telephone numbers of each responsible person for the vacant commercial space, including any owner or tenant;

(3) The period of time the vacant commercial space is estimated to remain vacant; and

(4) Any other information requested by the community development director or his or her designee for the administration of this chapter.

(c) The registration of a vacant commercial space subject to this chapter must be renewed annually no later than January 1st of each year that the space was vacant.

(d) The registration of a vacant commercial space subject to this chapter must be renewed within ninety (90) consecutive days of its change of ownership.

(e) Initial and renewal registrations must be submitted on forms to be provided by the community development director, which forms shall be filled out completely and signed by at least one (1) responsible person.

(f) Building Report Card. Upon completion of registration, the department shall produce a sign no less than eighteen inches by twenty-four inches (18" x 24") posted on the front of the exterior building or structure so it is legible from the public-right-of-way with the following information: (i) name, address, and twenty-four-hour contact telephone number of the owner, responsible party, or property management company; and (ii) the statement "THIS PROPERTY MANAGED BY" with the appropriate name inserted and "TO REPORT PROBLEMS OR CONCERNS CALL" with the twenty-four hour telephone number listed. The sign shall also identify the date the structure became vacant and identify any building or city code compliance violations requiring correction.

(~~f~~g) Upon satisfactory proof to the community development director, or his or her designee, that a vacant commercial space is and has been occupied for at least thirty (30) consecutive days, the vacant commercial space will be unregistered. Proof of physical occupation may include, but is not limited to, proof of the presence of usable furniture, office equipment, retail inventory or other equipment and inventory in the street-level commercial space that is consistent with the structure's intended use, and the regular presence of persons using the street-level commercial space for its intended use. Proof of physical occupancy must also include documentation of occupancy, which may include, but is not limited to, an executed lease agreement, or valid state and local business licenses indicating the subject space is the official business address of the person or business claiming occupancy.

(~~g~~h) The determination of the number of vacant commercial spaces a structure contains for purposes of registration will be made by the community development director or his or her designee. The number of vacant commercial spaces will be determined by the physical areas that have separate entrances to the commercial space from a public entry or a joint tenant corridor and/or entry to the commercial space.

(~~h~~i) The provisions of this chapter shall not apply to a vacant commercial space if the following apply:

(1) The window display area space is the subject of a current, valid building permit for repair or rehabilitation and the responsible person provides proof, such as receipts, invoices or executed contracts, that the repair or rehabilitation is proceeding without significant delay. (Ord. No. 2012-02, § 1, 2-6-12)

5D.7 Window displays for commercial spaces not occupied for (90) ninety days.

Whether or not a vacant commercial space is registered pursuant to this chapter, if any commercial space in the Downtown Historic District or Expansion District has been unoccupied for more than ninety (90) consecutive days at the time this chapter becomes effective or any time thereafter, then responsible persons shall immediately construct and/or install at least one (1) of the following types of displays on or inside all ground-floor windows that face sidewalks, streets, alleys, or public open spaces:

(a) Faux window dressings containing goods or services with the visual characteristics of a vibrant business using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas;

(b) Works of art or other displays of cultural, historical, or educational value, using background panels or other methods to screen views of the unoccupied space from the street, sidewalk and public areas;

(c) Window paintings featuring visually appealing scenes depicting or suggesting business or cultural activities;

(d) Drywall, sheeting, plastic, butcher paper, plain paper or other raw coverings are strictly prohibited. All windows, openings, doors, facades, awnings, must be finished in appearance or in compliance with at least one of the above methods; or

(~~d~~e) Other measures consistent with these examples, if approved in writing by the community development director or his or her designee, in his/her discretion. (Ord. No. 2012-02, § 1, 2-6-12)

(f) Any decorative artwork and mural designs proposed for use must be appropriate for all ages in the community. The community development department will provide examples of appropriate designs to interested responsible persons.

5D.8 Regulations on the use of plywood.

(a) Plywood may be utilized if the building façade needs to be removed, or as a temporary measure to restrict unpermitted entry when doors, windows, or other potential entry points are exposed and need to be secured.

(b) Plywood must be decorated in compliance with the requirements provided in Section 5D.7. Such decoration shall be completed within ninety (90) days of installation.

(c) Plywood must be removed one (1) year after installation.

(1) No additional permits will be approved until any active permit is completed, the temporary front is removed, and all applicable fines are paid.

~~(1)~~(2) Properties may request a one-year extension if there are extenuating circumstances. The community development director, or their designee, may approve such extensions in writing, at their discretion.

5D.98 Fees and Fines~~for vacant commercial space registration~~.

(a) Commercial space registration. At least one (1) responsible person shall pay an annual registration fee for each registered vacant commercial space that is separately owned or leased. In the case of a newly constructed or remodeled building in which individual spaces are not separately owned or leased, a single initial and annual registration fee shall be paid to cover all commercial spaces within the building. At least one responsible person must pay an initial registration fee to the city at the time the space is registered, and must pay an annual renewal registration fee by January 1st each following year that the space or spaces remain vacant. Registration fees will not be prorated. These registration and fee requirements are applicable to any vacant commercial space in the Downtown Historic District or Expansion District that at the time the ordinance codified in this chapter becomes effective or any time thereafter. The fees will be as follows:

(1) Initial registration: ~~one~~ seven hundred ~~twenty~~ fifty dollars ($~~12~~750.00).

(2) Annual renewal registration: one thousand five hundred ~~twenty~~ dollars ($1,~~52~~00.00).

(3) The fees are intended to defray the costs of administering this chapter and may be changed by the city council to meet these costs. (Ord. No. 2012-02, § 1, 2-6-12)

~~(b) The fees are intended to defray the costs of administering this chapter and may be changed by resolution of the city council to meet these costs. (Ord. No. 2012-02, § 1, 2-6-12)~~(b) Failure to register, or renew the registration of, vacant commercial space in violation of Section 5D.6 shall incur a fine of one hundred fifty dollars ($150.00) per week, or portion thereof, until compliance with the registration requirements is complete.

(c) Plywood, or any portion thereof, that remains undecorated after ninety (90) days in violation of Section 5D.8 (b) shall incur a fine of five hundred dollars ($500.00) per month or portion thereof.

(d) Plywood that remains beyond one (1) year after installation in violation of Section 5D.8 (c) shall incur a fine of two hundred fifty dollars ($250.00) per month, or portion thereof, until all plywood is removed.

(e) Any other violation of this Chapter shall incur a fine as detailed in Chapter 1.7 of the Gilroy City Code.

5D.109 Delinquent ~~registration~~ fees, fines, interest and penalties—Collection.

(a) If a responsible person fails to pay the registration fee by the due date, the city is authorized to take action to collect the registration fee including a ten percent (10%) per month late payment penalty and its costs of collection, including attorneys' fees, by use of any and all available legal means; in which case such penalties and costs incurred by the city as a result of the collection process will be assessed to the responsible person or responsible persons in addition to the registration fee. (Ord. No. 2012-02, § 1, 2-6-12)

(b) The city may pursue any and all legal and equitable remedies for the collection of fees and fines, including interest and penalties.

(c) Delinquent fees, fines, interest, and penalties may be recorded as a lien or special assessment against the property on which the code violation occurred. Prior to recording a lien or special assessment, the city shall prepare a cost report itemizing the amount owed by the responsible person. The city shall comply with the State Board of Equalization or any other state or county law pertaining to the recording of any delinquent fines, interest, and penalties as a lien on the property, or as a special assessment.

~~(a)~~(d) The administrative citation process described in this chapter does not preclude the city from recovering any code violation abatement cost incurred by the city in performing its code enforcement efforts.

5D.11~~0~~ Duty to amend registration statement.

Responsible persons for any registered vacant commercial space shall advise the community development director or his or her designee, in writing, of any changes to the information on the registration form within thirty (30) consecutive days of the occurrence of the change. (Ord. No. 2012-02, § 1, 2-6-12)

5D.12~~1~~ Inspections.

The community development director or his or her designee, or code enforcement officers, or both are authorized to conduct inspections to enforce the provisions of this chapter. (Ord. No. 2012-02, § 1, 2-6-12)

5D.13~~2~~ Enforcement.

(a) The city may enforce the provisions of this chapter by any of the provisions of the Gilroy City Code, which are in addition to any other remedies provided for by law. Said remedies shall be cumulative and not exclusive.

(b) It shall be unlawful for any responsible person to violate or fail to comply with any provisions of this chapter. Each responsible person commits a separate offense for each and every day they commit, continue or permit a violation of any provision of this chapter.

(c) Any responsible person violating any of the provisions of this chapter shall be deemed guilty of an infraction, and upon conviction, shall be punished as set forth in Government Code Section 36900, as it now exists or may hereafter be amended.

(d) All responsible persons are jointly and severally responsible with respect to compliance with all provisions of this chapter and for any payments required to be made to the city under this chapter, including but not limited to registration fees, late penalties, and costs of collection and enforcement, including attorneys' fees and costs. If the commercial space is subject to a lease,

the city shall have discretion to determine whether to enforce this chapter against the commercial space owner, the tenant, or both of them. (Ord. No. 2012-02, § 1, 2-6-12)

~~5D.13 Sunset.~~

~~The provisions of this chapter shall apply to any vacant commercial space in the Downtown Historic District or Expansion District that has been unoccupied for more than ninety (90) consecutive days at the time the ordinance codified in this chapter becomes effective or any time thereafter. Further, the provisions of this chapter shall terminate on the same termination date of the Seismic Safety Ordinance No. 2011-07 and be of no further force and effect, unless extended by a resolution of the city council. (Ord. No. 2012-02, § 1, 2-6-12)~~

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Resolution Declaring Results of Majority Protest Proceedings to Renew the Gilroy Tourism Business Improvement District**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Economic Development
Submitted by:	Raissa de la Rosa, Economic Development Director
Prepared by:	Raissa de la Rosa, Economic Development Director

STRATEGIC PLAN GOALS: Promote Economic Development Activities

RECOMMENDATION

1. Open/Close Public Hearing;
2. Declare the results of the majority protest proceedings; and
3. Adopt a Resolution to renew the Gilroy Tourism Business Improvement District.

EXECUTIVE SUMMARY

Council's April 20, 2026, approval of Resolution No. 2026-20 stating the intention to renew the Gilroy Tourism Business Improvement District (GTBID) authorized the release of a Draft Management District Plan and set the dates for this Public Hearing. Holding this final hearing, declaring results of the majority protest proceedings, and adopting this Resolution will result in the renewal of the GTBID and the continuation of the levy of assessments on certain lodging businesses.

BACKGROUND

The City established the GTBID on September 17, 2012, through Resolution No. 2012-36, for an initial five-year term. The GTBID was subsequently renewed on October 17, 2016, by Resolution No. 2016-54 for an additional ten-year term as allowed by state law, and is set to conclude on December 31, 2027. This current renewal process will

extend the life of the District for another ten-year period. If renewed, the GTBID would generate approximately $324,000 annually. The GTBID is a benefit assessment district proposed to continue a dedicated revenue source to help fund destination sales and marketing efforts for Gilroy lodging businesses, with residual benefits to the city's broader tourism industry.

Tourism Business Improvement Districts

The GTBID is a collaborative funding mechanism voluntarily approved and paid for by local lodging establishments to create a dedicated, locally controlled revenue stream to support programs that increase overnight stays and strengthen the city's tourism economy. GTBID funds cannot be diverted to other government program use, and the funds are governed by those paying the assessment. In California, TBIDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994.

GTBID Renewal Process

April 20, 2026	Resolution of Intention Hearing - completed *Initiated upon submission of a written petition signed by business owners who will pay more than 50% of the assessment levied.*
May 1, 2026	Notice - completed *Mailing of a written notice to owners of all businesses proposed to be assessed.*
May 18, 2026	Public Meeting - completed *Allow public testimony on the renewal of the GTBID; no Council action required*
June 15, 2026	Final Public Hearing / Resolution of Formation *If written protests are received from the owners of businesses in the renewed GTBID which will pay 50% or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than 50%, no further proceedings to levy the proposed assessment against such businesses shall be taken for the period of 1 year from the date of the finding of a majority protest by the Council.* *If the Council, following the public hearing, decides to establish the renewed GTBID, the Council shall adopt a Resolution of Formation.*

ANALYSIS

The Management District Plan (Attachment 1) includes the GTBID boundary (non-contiguous, comprised of the qualifying Gilroy lodging establishments), a service plan and budget, and a means of governance. Consistent with previous plans, the GTBID will include all lodging businesses (i.e. no minimum room threshold for assessment

applicability).

The current annual assessment rate is 2% of gross short-term room revenue. During the GTBID's ten-year term, the assessment rate may be increased by the Gilroy Visitors Bureau, Inc. dba the Gilroy Welcome Center's Board to a maximum rate of 5%, further subject to City Council approval. If the assessment rate is increased, it may subsequently be decreased, but never below a minimum of 2%. The maximum increase or decrease in any year is 2%. In the life of the GTBID to date, the assessment rate has been 2% with no changes enacted. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days.

The renewed GTBID will have a ten-year (10) term beginning January 1, 2028, or as soon as possible thereafter. As the current 10-year term does not expire until December 31, 2027, it should be noted that the renewal will remain dormant until 2028 and allows for a seamless transition into the next term. Coupled with the GTBID renewal is the need to extend the professional services agreement with Gilroy Visitors Bureau, dba Gilroy Welcome Center, which serves as the GTBID's Owners' Association charged with managing funds and implementing programs in accordance with the Management District Plan. Renewal of that agreement is estimated to be presented to Council for action in August of this year.

The City will continue to collect the assessments on a quarterly basis, for which the City will be paid a fee equal to two percent (2%) of the amount of assessment collected to cover the cost of collection and administration.

ALTERNATIVES

The Council could choose not to adopt the Resolution of Formation. Staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

The City will receive a fee of two percent (2%) of the amount collected to cover its costs of administration. In addition, GTBID programs are intended to increase visitation to the City, resulting in a potential increase in transient occupancy tax and sales tax collections.

PUBLIC OUTREACH

Notice of the process, including the public hearing, was mailed to owners of all businesses proposed to be assessed within the GTBID.

NEXT STEPS

None.

Attachments:

1. 26-0615 - GTBID Reso of Formation Att 1 - MDP 5-27-26 - Redline
2. 26-0615 - GTBID Resolution of Formation

2028-2037



GILROY TOURISM BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN

Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

~~October 31,~~ ~~2025~~May 27, 2026

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Prepared by
Civitas

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VISIT GILROY CALIFORNIA

I. OVERVIEW

Developed by Gilroy lodging businesses and Gilroy Visitors Bureau, Inc. dba the Gilroy Welcome Center (GWC), the Gilroy Tourism Business Improvement District (GTBID) is an assessment district proposed to continue to provide specific benefits to payors by funding Sales and Marketing promotion efforts for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The GTBID was initially created in 2012 for a five (5) year term and was subsequently renewed in 2018 for a ten (10) year term. Lodging businesses and the GWC now wish to renew the GTBID for an additional ten (10) year term.

Location: The renewed GTBID includes all lodging businesses ~~with ten (10) rooms or more~~, existing and in the future, available for public occupancy located within the boundaries of the City of Gilroy (City), as shown on the map in Section III.

Services: The GTBID is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. Sales and Marketing promotions, and other improvements and activities set forth in this Management District Plan (Plan), will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total GTBID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately $324,000. This assessment budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased or decreased pursuant to this Plan.

Cost: The initial annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the GTBID's ten (10) year term, the assessment rate may be increased by the GWC's Board to a maximum rate of five percent (5%) of gross short-term sleeping room rental revenue for assessed lodging businesses. If the assessment rate is increased, it may subsequently be decreased, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum increase or decrease in any year shall be two percent (2%). Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

Collection: The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the GTBID. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business.

Duration: The renewed GTBID will have a ten (10) year life, beginning January 1, 2028 through December 31, 2037. After ten (10) years, the GTBID may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if assessed lodging business owners support continuing the GTBID programs. Once per year, beginning on the anniversary of district renewal,

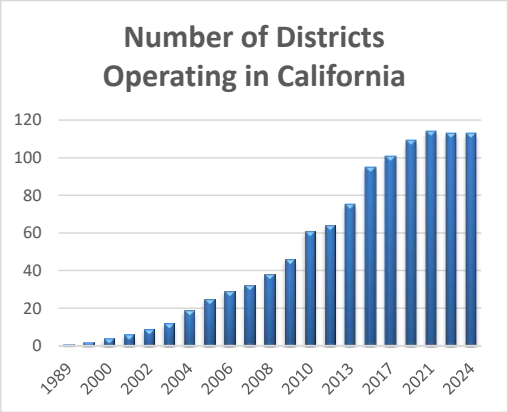
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there is a 30-day period in which owners paying more than fifty percent (50%) of the assessment may protest and initiate a City Council hearing on district termination.

Management: The GWC shall continue to serve as the GTBID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the City Council.

II. BACKGROUND

TBIDs are an evolution of the traditional Business Improvement District. The first TBID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model –Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TBID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TBIDs without a state law.



California's TBIDs collectively raise over $300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Gilroy lodging businesses continue to invest in stable, commerce-specific marketing programs.

TBIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow tourism business owners to organize their efforts to increase commerce. Lodging business owners within the TBID pay an assessment and those funds are used to provide services that increase commerce.

In California, most TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between* TBID*s and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TBIDs:

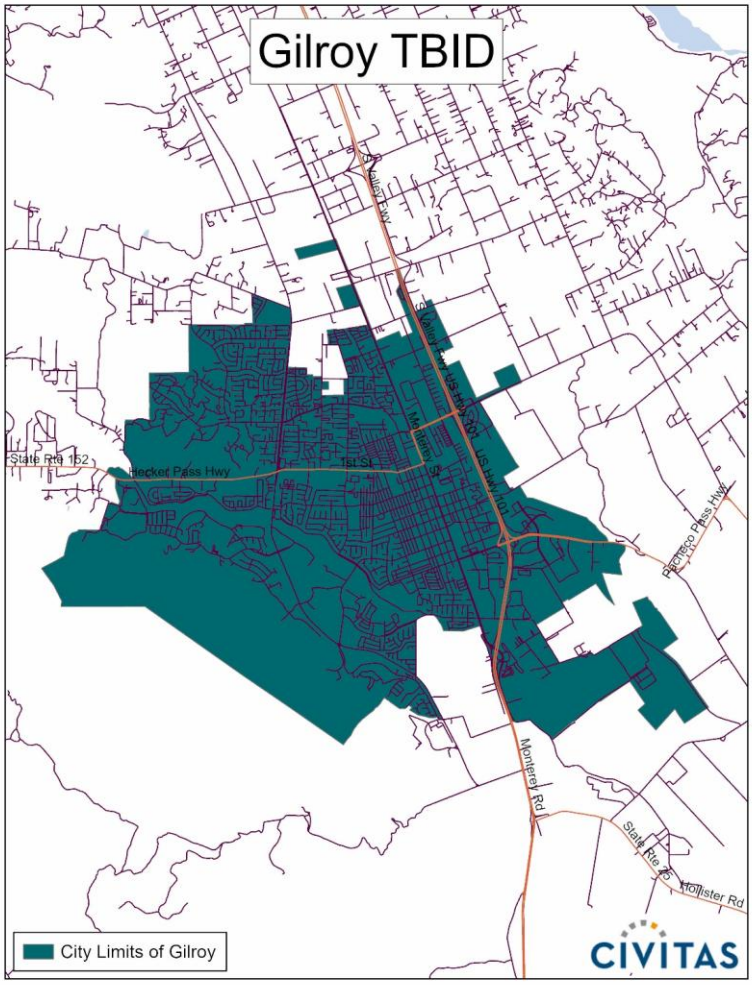
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. BOUNDARY

The GTBID will include all lodging businesses ~~with ten (10) rooms or more~~, existing and in the future, available for public occupancy within the boundaries of the City of Gilroy, as shown in the map below.

Lodging business means: any structure, or any portion of any structure, which is occupied or intended for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, or motel. Recreational vehicle parks and vacation rentals will not~~:~~ be included in the GTBID; pay the GTBID assessment; or be featured in GTBID programs.

A complete listing of assessed lodging businesses within the renewed GTBID can be found in Appendix 2.



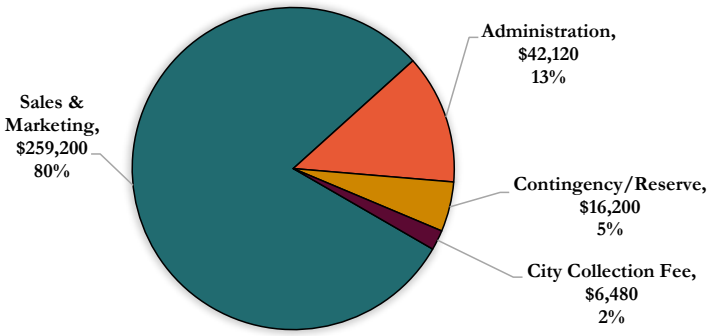
IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the GTBID funds are Sales and Marketing programs, and other improvements and activities set forth in this Plan, available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual assessment budget will be developed and approved by the GWC Board. The chart below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial assessment budget is estimated to be $~~365~~324,000.

INITIAL ANNUAL ASSESSMENT BUDGET - $324,000



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the GWC Board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the GTBID, any and all assessment funds may be used for the costs of defending the GTBID.

Each budget category includes all costs related to providing that service. For example, the Sales and Marketing budget includes the cost of staff time dedicated to overseeing and implementing the Sales and Marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by the GWC on an as-needed basis.

Sales and Marketing
A Sales and Marketing program will promote assessed lodging businesses as tourist, meeting, and event destinations. The Sales and Marketing program will have a central theme of promoting Gilroy as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed lodging businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Social media marketing efforts designed to drive overnight visitation and room sales to assessed lodging businesses;
- Attendance of trade and consumer shows to promote assessed lodging businesses;
- Sales blitzes for assessed lodging businesses;
- Familiarization tours of assessed lodging businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed lodging businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed lodging businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed lodging businesses; and
- Development and maintenance of a website designed to promote assessed lodging businesses.

Administration and Operations
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy and other general administrative costs such as insurance, legal, and accounting fees.

City Collection Fee
The City of Gilroy shall be paid a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Reserve
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration, or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Board of Directors of the Owners' Association. The reserve fund may be used for the costs of renewing the GTBID.

B. Annual Budget

The total ten (10) year assessment budget is projected at approximately $324,000 annually, or a total of $7,452,000 through the ten (10) year term of the GTBID if the maximum assessment rate increases are adopted. This budget is expected to fluctuate as room sales do, as businesses open and close, and if the assessment rate is increased or decreased pursuant to this Plan.

The initial annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the GTBID's ten (10) year term, the assessment rate may be increased by the GWC's Board to a maximum rate of five percent (5%) of gross short-term sleeping room rental revenue for assessed lodging businesses. If the assessment rate is increase, it may subsequently be decreased, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum increase or decrease in any year shall be two percent (2%).

The table below demonstrates the estimated maximum budget with the assumption that the assessment rate will be increased at the earliest opportunity as it is a required disclosure, it is not the anticipated course of action. Alternate courses of action may be taken in regard to implementing the assessment rate increase other than what is demonstrated in the chart below, within the parameters of this Plan.

Estimated Annual Budget if Maximum Assessment Rates Are Adopted
2028-2037

Year	Sales & Marketing 80%	Administration 13%	Contingency/ Reserve 5%	City Collection Fee 2%	Total
2028	$259,200	$42,120	$16,200	$6,480	$324,000
2029	$518,400	$84,240	$32,400	$12,960	$648,000
2030	$648,000	$105,300	$40,500	$16,200	$810,000
2031	$648,000	$105,300	$40,500	$16,200	$810,000
2032	$648,000	$105,300	$40,500	$16,200	$810,000
2033	$648,000	$105,300	$40,500	$16,200	$810,000
2034	$648,000	$105,300	$40,500	$16,200	$810,000
2035	$648,000	$105,300	$40,500	$16,200	$810,000
2036	$648,000	$105,300	$40,500	$16,200	$810,000
2037	$648,000	$105,300	$40,500	$16,200	$810,000
Total	**$5,961,600**	**$968,760**	**$372,600**	**$149,040**	**$7,452,000**

C. California Constitutional Compliance

The GTBID assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the GTBID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the GTBID a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general,

[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)

or parcels of land, but rather to serve the specific businesses within the GTBID. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the GTBID, and are narrowly tailored. GTBID funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in GTBID programs, or to directly generate sales for non-assessed lodging businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners' Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

The assessment imposed by this GTBID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with Marketing and Sales programs promoting lodging businesses paying the GTBID assessment. The Marketing and Sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the Marketing and Sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the GTBID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the GTBID are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

GTBID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the GWC, and reports submitted on an annual basis to the City. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from GTBID-funded activities, be featured in advertising campaigns, and benefit from other GTBID-funded services. The assessed lodging business list was compiled from records provided by the jurisdiction

[3] Government Code § 53758(a)
[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

and complies with the requirements of the 94 Law. Pursuant to Streets and Highways Code Section 36615, the City Council's determination of ownership is final and conclusive, with no obligation to obtain other information. Non-assessed lodging businesses will not receive these, nor any other, GTBID-funded services and benefits.

The GTBID-funded programs are targeted directly to benefit assessed lodging businesses. It is, however, possible that there will be a spill over benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-GTBID funds. GTBID funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The initial annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the GTBID's ten (10) year term, the assessment rate may be increased by the GWC's Board to a maximum rate of five percent (5%) of gross short-term sleeping room rental revenue for assessed lodging businesses. If the assessment rate is increased, it may subsequently be decreased, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum increase or decrease in any year shall be two percent (2%). Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

Any assessment increase or decrease authorized by the GWC's Board pursuant to this Plan shall be included in the Annual Report described in Section V(C), and approved by the Gilroy City Council during the fiscal year annual report review. Thereafter, the assessment increase or decrease will be effective starting the following fiscal year.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the businesses within the GTBID, with costs allocated based on the proportional benefit conferred to each business. Activities funded by the GTBID, are specifically targeted to increase room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

The term "gross short-term sleeping room rental revenue" as used herein means: the consideration charged on the room rate for the occupancy of space in a lodging business valued in money, not including other charges such as reservation fees, forfeited deposits, cancelation fees, attrition fees, no-show fees, parking fees, internet fees, roll-a-way beds fees, early and/or late checkout fees, or any other charges or fees (existing or in the future). Gross sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and is a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt

for payment from the business. If the GTBID assessment is identified separately it shall be disclosed as the "GTBID Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Interest and Overdue Charges

The GTBID shall reimburse the City for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent GTBID assessment are sought to be recovered in the same collection action by the City, the GTBID shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit any assessment imposed within the time required shall pay an overdue charge of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency overdue charge of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) overdue charge first imposed.
3. *Fraud:* If the City determines that the non-payment of any remittance due is due to fraud, an overdue charge of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the overdue charges stated in subsections 1 and 2 of this section E.
4. *Interest:* In addition to the overdue charges imposed, any lodging business that fails to remit any assessment imposed shall pay interest at the rate of eighteen percent (18%) per annum. The interest shall be calculated per month or fraction thereof on the amount of the assessment and overdue charges, from the date on which the remittance first became delinquent until paid.
5. *Overdue Charges Merged with Assessment:* Every overdue charge imposed and such interest as accrues shall become part of the assessment herein required to be paid.

Upon collection of delinquent assessments, overdue charges and interest, the City shall retain the overdue charges and interest to cover the costs of collection and shall forward the original assessment amount to the GWC.

F. Time and Manner for Collecting Assessments

The GTBID assessment will be implemented beginning January 1, 2028 through December 31, 2037. The City will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest and overdue charges) from each assessed lodging business. The City shall take all reasonable efforts to collect the assessments from each assessed lodging business. The City shall forward the assessments collected to the Owners' Association within thirty (30) days of receipt.

V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the GTBID as defined in Streets and Highways Code §36612. The City Council has determined that GWC will continue to serve as the Owners' Association for the GTBID.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the GWC Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The GWC shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

D. Annual Review

The City may review the financial records of the Owners' Association. A contract shall be entered into between the City and the Owners' Association. The contract will document the accounting processes including collections, allocations, and reporting required to be submitted to the City. The GTBID will be responsible for reasonable costs associated with the review. In the event of fraudulent activity, the GTBID will be responsible for all costs associated with the review.

APPENDIX 1 – LAW

CURRENT THROUGH ALL LEGISLATION OF THE 2024 REGULAR AND SPECIAL SESSIONS

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those

special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

(a) "Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) "Special benefit" also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
(1) A map showing the boundaries of the district.
(2) Information specifying where the complete management district plan can be obtained.
(3) Information specifying that the complete management district plan shall be furnished upon request.
(c) The resolution of intention described in subdivision (a) shall contain all of the following:
(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:
(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
(b) The name of the proposed district.
(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities

and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.
(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(m) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be

mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the

district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.
(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.
(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

36638. Assessment as government imposed fee on Civ C § 1770 transaction [Operative July 1, 2024]

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.
(b) This section shall become operative on July 1, 2024.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.
(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.
(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.
(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:
(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
(2) The improvements, maintenance, and activities to be provided for that fiscal year.
(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.
(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.
The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of

assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES*

Lodging Business	Street Address	City, State, ZIP
Best Western Plus / Forest Park Inn	375 Leavesley Road	Gilroy, CA 95020
Budget Motels / Whiterock	8897 Monterey Road	Gilroy, CA 95020
Garlic Farm Inn	5920 Travel Park Circle	Gilroy, CA 95020
Gilroy Inn	611 Leavesley Road	Gilroy, CA 95020
Hilton Garden Inn	6070 Monterey Road	Gilroy, CA 95020
Kings Rest Motel	8175 Monterey Road	Gilroy, CA 95020
Motel 6	6110 Monterey Road	Gilroy, CA 95020
Oaks Motel	8065 Monterey Road	Gilroy, CA 95020
Pacheco Pass Motel	570 Old Gilroy Street	Gilroy, CA 95020
Quality Inn & Suites	8430 Murray Road	Gilroy, CA 95020
Econolodge	360 Leavesley Road	Gilroy, CA 95020
Comfort Inn	8435 San Ysidro Avenue	Gilroy, CA 95020
Travel Inn	5530 Monterey Road	Gilroy, CA 95020
Hampton Inn	5975 Travel Park Circle	Gilroy, CA 95020

*Jurisdiction list as of ~~October 20, 2025~~
May 27, 2026

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE GILROY TOURISM BUISNESS IMPROVEMENT DISTRICT

WHEREAS, the City created the Gilroy Tourism Business Improvement District (GTBID) on September 17, 2012, by Resolution No. 2012-36 for an initial five (5) year term; and

WHEREAS, the GTBID was subsequently renewed on October 17, 2016, by Resolution No. 2016-54 for an additional ten (10) year term, which ends on December 31, 2027; and

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to renew business improvement districts upon petition by a weighted majority of the business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the GTBID have petitioned the Council to renew the GTBID**;** and

WHEREAS, included with the petitions was a Management District Plan (Plan) summary that describes the proposed assessment to be levied on lodging businesses, existing and in the future, within the GTBID to pay for sales and marketing programs, and other improvements and activities set forth in the Plan**;** and

WHEREAS, the assessed lodging businesses within the GTBID will receive a specific benefit from the activities and improvements set forth in the Plan**;** and

WHEREAS, on April 20, 2026, at 6:00 PM at the Council Chambers located at City Hall, 7351 Rosanna Street, Gilroy, CA 95020, the Council adopted a Resolution of Intention, Resolution No. 2026-20**;** and

WHEREAS, the public meeting and public hearing to consider the renewal of the GTBID have been properly noticed in accordance with Streets and Highways Code § 36623**;** and

WHEREAS, on May 18, 2026, at 6:00 PM at the Council Chambers located at City Hall, 7351 Rosanna Street, Gilroy, CA 95020, the Council held a public meeting regarding the renewal of the GTBID, and the Council heard and received objections and protests, if any, to the renewal of the GTBID and the levy of the proposed assessment**;** and

WHEREAS, on June 15, 2026, at 6:00 PM at the Council Chambers located at City Hall, 7351 Rosanna Street, Gilroy, CA 95020, the Council held a public hearing regarding the renewal of the GTBID, and the Council heard and received all objections and protests, if any, to the renewal of the GTBID and the levy of the proposed assessment**;** and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the renewed GTBID which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business**;** and

WHEREAS, the City bears the burden of proving by a preponderance of the evidence that an assessment imposed for a specific benefit or specific government service is not a tax, that the amount is no more than necessary to cover the costs to the City in providing the specific benefit or specific government service, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the specific benefits or specific government services received by the payor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are adopted by the Council as findings and they are true and correct.

2. The GTBID is hereby renewed for a ten (10) year term, beginning January 1, 2028, or as soon as possible thereafter, and ending ten (10) years from its start date, unless renewed pursuant to Streets and Highways Code § 36660.

3. The Plan dated May 27, 2026, is hereby adopted and approved.

4. The activities to be provided to benefit businesses in the GTBID will be funded by the levy of the assessment. The revenue from the assessment levy shall not be used: to provide activities that directly benefit businesses outside the GTBID; to provide activities or improvements outside the GTBID; or for any purpose other than the purposes specified in this Resolution, the Resolution of Intention, and the Plan. Notwithstanding the foregoing, improvements and activities that must be provided outside the GTBID boundaries to create a specific benefit to the assessed businesses may be provided, but shall be limited to marketing or signage pointing to the GTBID.

5. The Council finds as follows:

a) The activities funded by the assessment will provide a specific benefit to assessed businesses within the GTBID that is not provided to those not paying the assessment.

b) The assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

c) The assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does

not exceed the reasonable costs to the local government of providing the service or product.

d) Assessments imposed pursuant to the GTBID are levied solely upon the assessed business, and the business owner is solely responsible for payment of the assessment when due. If the owner chooses to collect any portion of the assessment from a transient, that portion shall be specifically called out and identified for the transient in any and all communications from the business owner as the "GTBID Assessment" as specified in the Plan.

6. The assessments levied for the GTBID shall be applied towards sales and marketing programs to market Gilroy lodging businesses as tourist, meeting and event destinations, and other improvements and activities as set forth in the Plan.

7. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase sleeping room rentals, an assessment based on gross short-term sleeping room rental revenue is the best measure of benefit.

8. The initial annual assessment rate is two percent (2%) of gross short-term sleeping room rental revenue. During the GTBID's ten (10) year term, the assessment rate may be increased by the Gilroy Visitors Bureau, Inc. dba the Gilroy Welcome Center (GWC) Board of Directors to a maximum rate of five percent (5%) of gross short-term sleeping room rental revenue for assessed lodging businesses. If the assessment rate is increased, it may subsequently be decreased, but shall not be decreased below a minimum of two percent (2%) of gross short-term sleeping room rental revenue. The maximum increase or decrease in any year shall be two percent (2%). Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

9. The assessments for the entire GTBID will total approximately $324,000 in year one (1).

10. Bonds shall not be issued to fund the GTBID.

11. The GTBID shall include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of the City. A boundary map is attached hereto as Exhibit A and incorporated herein by reference.

12. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the GTBID assessment is levied as long as they are used consistent with the requirements set forth herein.

13. The assessments to fund the activities and improvements for the GTBID will be collected by the City on a quarterly basis, and in accordance with Streets and Highways Code §

36631.

14. The Council, through adoption of this Resolution and the Plan, has the right pursuant to Streets and Highways Code § 36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the GTBID as defined in Streets and Highways Code § 36612. The Council has determined that the GWC shall continue to be the GTBID Owners' Association.

15. GWC, pursuant to Streets and Highways Code § 36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the GTBID.

16. The GTBID renewed pursuant to this Resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code § 36600 et seq.).

17. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the renewal of the GTBID and to levy the assessments.

18. This Resolution shall take effect immediately upon its adoption by the Council.

PASSED AND ADOPTED this 15th day of June 2026, by the following roll call vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

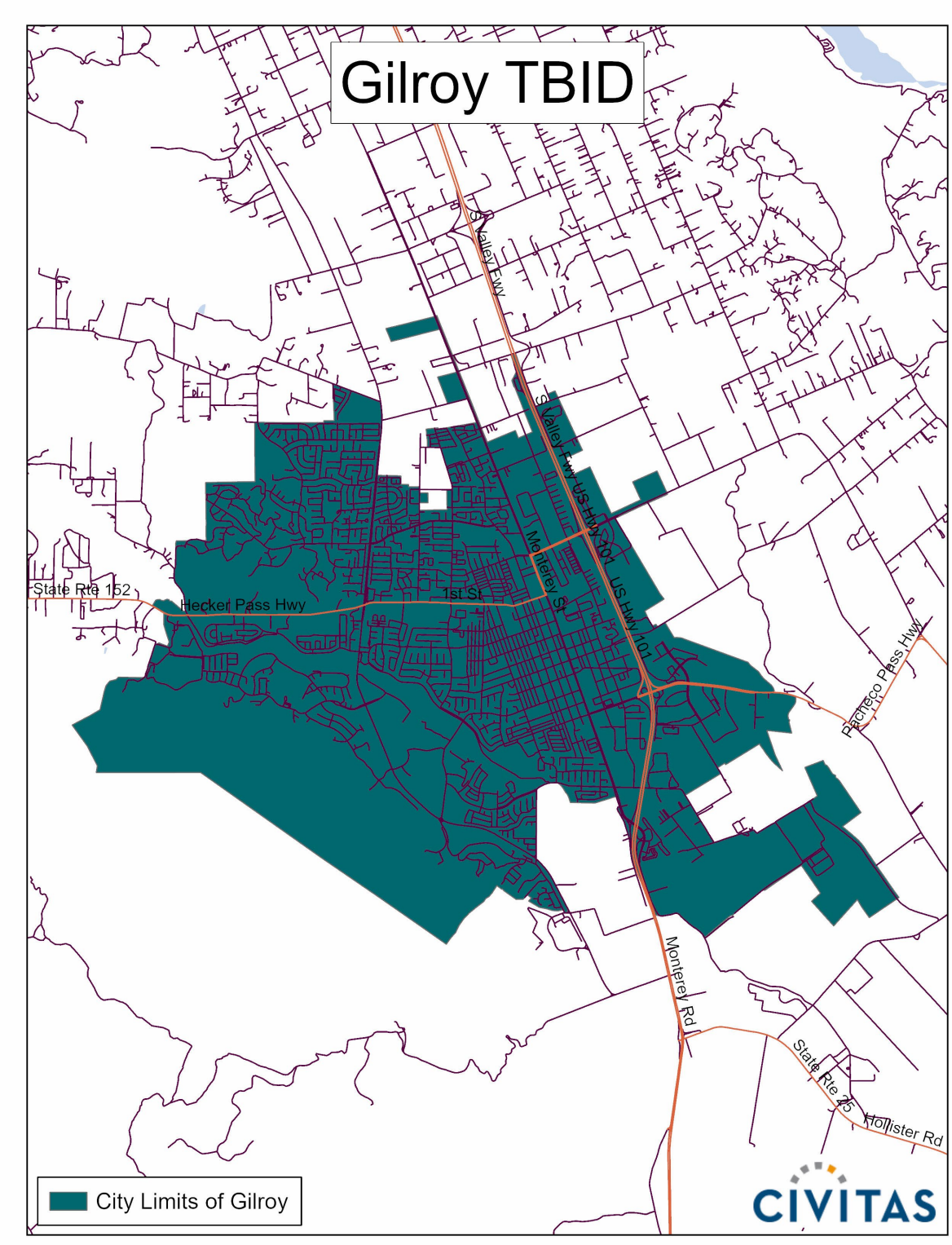
CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said Council held on **Monday, Date**, with a quorum present.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this **Tuesday, June 16, 2026.**

_____
Kim Mancera
City Clerk of the City of Gilroy

EXHIBIT A
District Boundary Map



City of Gilroy
STAFF REPORT

Agenda Item Title:	**Charles Lux Drive and Lopez Way All Way Stop Control Analysis and Las Animas Elementary School Area Study**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Public Works
Submitted by:	John Doughty, Public Works Director
Prepared by:	Nisha Patel, City Engineer

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Receive presentation from consultant, accept public comment and accept the Charles Lux and Lopez Way All Way Stop Control Analysis and Las Animas Elementary School Area Study.

EXECUTIVE SUMMARY

Following the fatal accident near the intersection of Charles Lux Drive and Lopez Way in early 2026, community members voiced concerns regarding traffic safety near Las Animas Elementary School. In response, the City committed to hiring an independent traffic engineering firm, to perform an all-way stop analysis at Charles Lux Drive and Lopez Way and complete a study of traffic around Las Animas School. Parmetrix was chosen and hired to perform the analysis.

Parametrix reviewed the intersection of Charles Lux Drive and Lopez Way with the guidance of California Manual on Traffic Control Devices (CA MUTCD) 2026 Section 2B.12 to determine whether the All Way Stop Control (AWSC) is appropriate at the intersection. AWSC was determined to not be warranted based on State traffic control guidance.

Parametrix also conducted a study of the Las Animas school area by: evaluating existing traffic conditions, speeds, and multimodal activity; reviewing collision history for

the study intersection and surrounding area; observing pedestrian activity associated with school arrival and dismissal periods; and identifying potential improvements to enhance intersection safety and visibility. Parametrix is recommending measures to address user behavior with education and awareness, operational improvements with near-term, low-cost measures, and structural improvements with long-term capital enhancements. The near term and structural improvements are shown in the attached Las Animas School Area Study Overview Map.

BACKGROUND

Following a tragic accident near the intersection of Charles Lux Drive and Lopez Way, the City committed to conduct a warrant study for the intersection of Lopez Way and Charles Lux Drive as well as review overall traffic safety related issues around Las Animas Elementary School.

Parametrix was contracted to prepare an All-Way Stop Control (AWSC) study for the intersection of Charles Lux Drive and Lopez Way.

Parmetrix was also requested to conduct a field review of nearby intersections within the Las Animas Elementary School circulation area to identify potential safety concerns and improvement opportunities. The following intersections were observed as part of this review:

- Charles Lux Drive / West 10th Street (roundabout)
- Charles Lux Drive / Sanchez Place
- Charles Lux Drive / Cimino Street
- Charles Lux Drive / Las Animas Elementary School driveway
- Charles Lux Drive / Greenfield Drive
- Cimino Street / Las Animas Elementary School Driveway (North)
- Cimino Street / Las Animas Elementary School Driveway (Central)
- Cimino Street / Las Animas Elementary School Driveway (South)
- Cimino Street / West Luchessa Avenue (signalized)
- Greenfield Drive / Alta Oak Way
- Greenfield Drive / Brook Way
- Greenfield Drive / West Luchessa Avenue
- West Luchessa Avenue / West 10th Street (roundabout)

These intersections together form the local circulation network serving Las Animas Elementary School and surrounding residential areas.

To further support school traffic safety, the City is also conducting an Engineering and Traffic Speed Survey to evaluate operating conditions and establish appropriate speed limits on roadways throughout the community. Staff will be establishing updated,

defensible speed limits based on current conditions; evaluating opportunities to apply reduced speed limits in school areas under current California law and MUTCD provisions; and, evaluating implementation of 20 mph or 15 mph speed limits in the vicinity of schools.

ANALYSIS

As previously noted, the City hired Parametrix to prepare a warrant study and a study of the Las Animas school area as well. The Final Draft study is included as Attachment 1 to this report. Parametrix will be presenting their findings and recommendation at this meeting.

Following the fatal accident, community members suggested the installation of an all way stop at the intersection of Lopez Way and Charles Lux Drive. The first task for Parametrix was to evaluate whether installation of all-way stop control is warranted at the intersection in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) 2026. The study assessed existing traffic conditions, including traffic volumes, speeds, collision history, and pedestrian activity, and identified potential improvements to enhance safety in the surrounding school area. The study concluded that an all way stop was not warranted/ appropriate for this location based upon California Manual on Uniform Traffic Control Devices (CA MUTCD) 2026.

As part of their scope of work, Parametrix conducted field observations of the Charles Lux Drive and Lopez Way intersection and surrounding areas during the morning school drop off and afternoon pick up periods. They observed driver behavior and traffic operations; pedestrian activity and behavior; sight distance and visibility; parking, loading, and bicycle facilities; and traffic control devices and markings.

They determined the study intersection and surrounding roadway network operate as a typical residential school environment. Observed conditions indicate that traffic operations are primarily influenced by school circulation patterns, pedestrian activity during peak periods, and localized visibility constraints.

While drivers adapt to visibility conditions through positioning and behavior, and overall operations remain stable, several factors such as inconsistent traffic control devices, informal pedestrian crossings, and parking-related impacts contribute to safety concerns. These conditions are best addressed through targeted improvements rather than changes to intersection control. Table 8 of the Parametrix study memo details what they observed, safety issues, and associated countermeasures.

The near term and driver awareness improvements they recommend include the removal of some on-street parking, new striping and pavement markings, re-striping of revised crosswalks and bike lanes, daylighting markings/ signage, and installation of school zone and pedestrian crossing signs to improve pedestrian and bicyclist safety as shown in Figures X and Y of their study memo.

Parametrix identified other areas that would benefit from further evaluation and design development. They include City partnering with Gilroy Unified School District (GUSD) to: evaluate opportunities to modify on-site circulation and access configurations, and on-site vehicle storage capacity; scope and fund a Cimino Street Corridor evaluation; and evaluate near-term operational strategies to improve pick-up and drop-off efficiency.

ALTERNATIVES

City Council could suggest revisions to the proposed safety improvements. Depending upon the nature of the revisions, the actions could delay implementation of the improvements.

City Council could choose to delay the proposed improvements. This is not recommended because the proposed improvements are measures to address observed safety conditions.

FISCAL IMPACT/FUNDING SOURCE

The City applied for $229,000 for Transportation Development Act, Article 3 (TDA 3) grant funding through the Metropolitan Transportation Commission (MTC) for design and construction of the near term/ low-cost improvements in the area of Las Animas Elementary School. Staff will return to City Council to add the project to the Capital Improvement Program and appropriate the grant funding to the project at the time of award of the construction contract.

PUBLIC OUTREACH

The City has worked closely with the community and Gilroy Unified School District (GUSD) on school traffic safety efforts including partnering on a community outreach and education program at Brownell Middle School.

NEXT STEPS

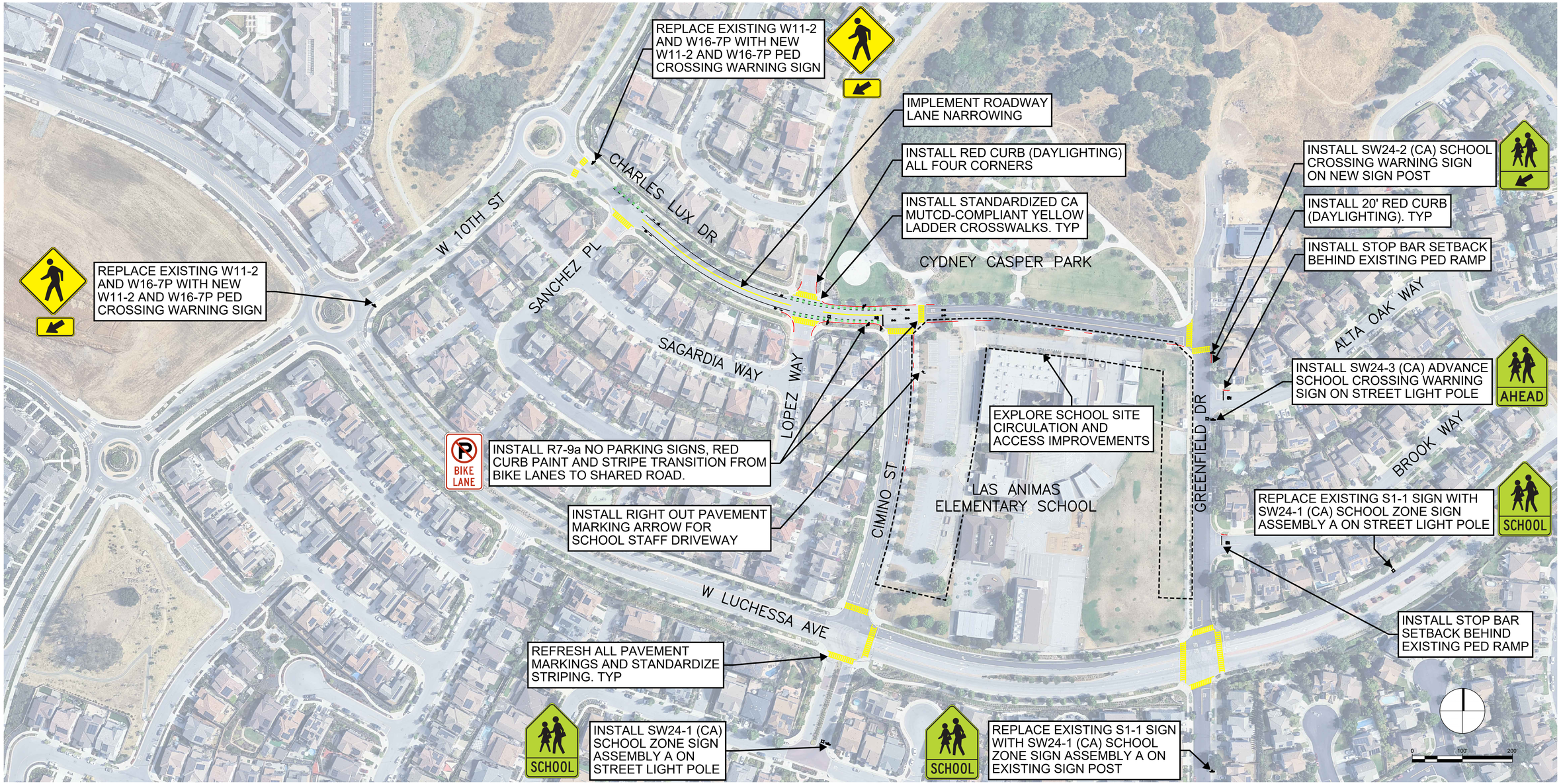
Assuming the Report is accepted, staff will finalize design of proposed improvements to address user behavior and operational issues, advertise the improvements for construction bids, award the contract, and construct the proposed improvements.

The City will also work with Las Animas Elementary School and GUSD to encourage and facilitate their implemention of near-term operational improvements to pick-up and drop off circulation.

Attachments:

1. Figures X and Y
2. Draft Final Memo

FIGURE X. RECOMMENDED SAFETY IMPROVEMENTS



GENERAL NOTE:
EXISTING PAVEMENT MARKINGS AND STRIPING IN CONFLICT WITH NEW STRIPING SHALL BE REMOVED BEFORE INSTALLING NEW STRIPING.

CONCEPTUAL
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

DRAFT

Parametrix

DRAWN:	CHECKED:	ADDRESS:
AD	MG	6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED:	APPROVED:	
MG	RW	

CITY OF GILROY
LAS ANIMAS ELEMENTARY SCHOOL AREA STUDY
OVERVIEW MAP

REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

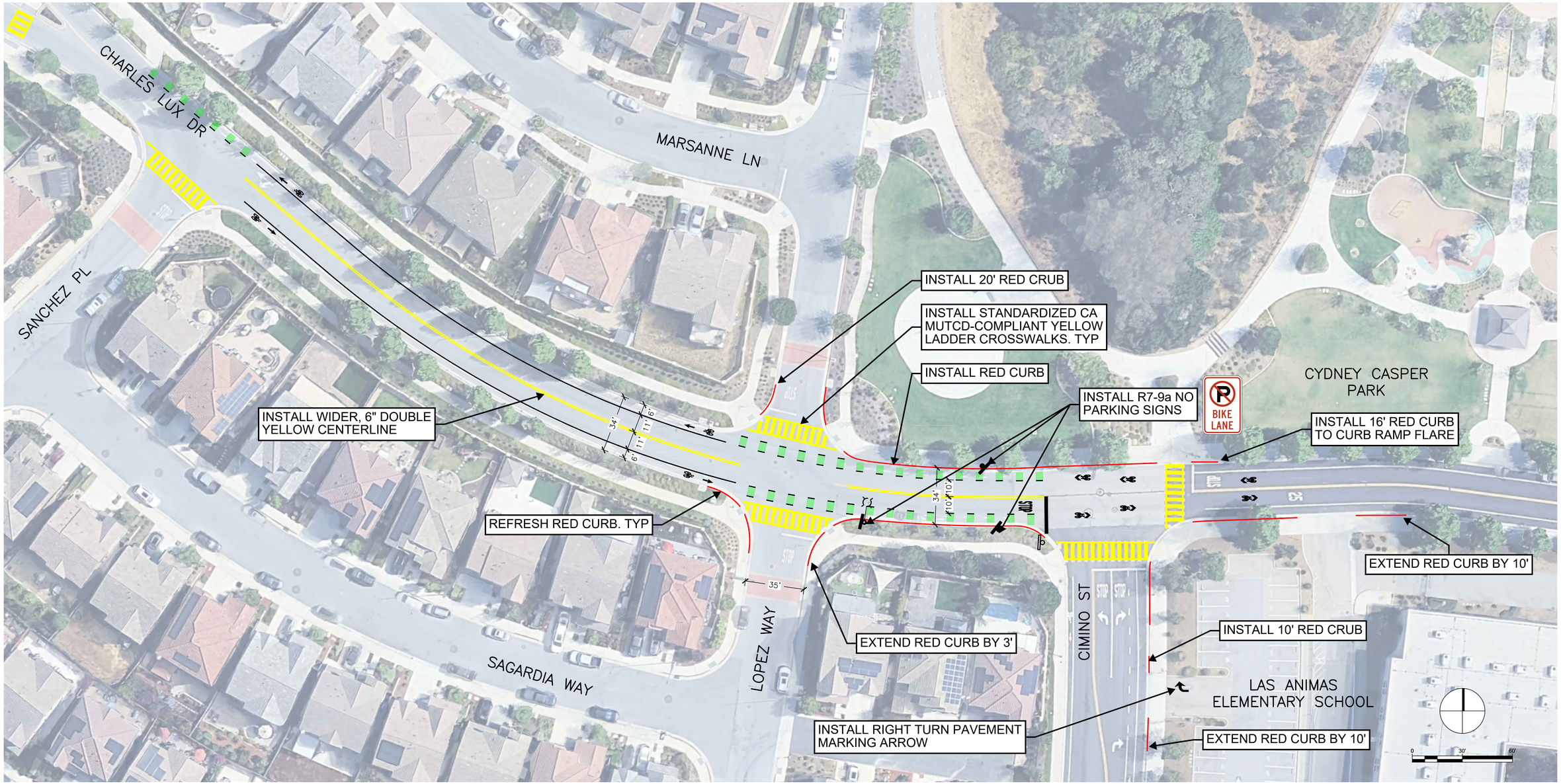
DATE	SCALE
05/08/2026	1" = 100'

PMX PROJECT NO. 484-9591-004

DRAWING P-1

SHEET NO. 1 OF 2

FIGURE Y. CHARLES LUX DRIVE QUICK BUILD STRIPING AND SIGNING PLAN



GENERAL NOTE:
EXISTING PAVEMENT MARKINGS AND STRIPING IN CONFLICT WITH NEW STRIPING SHALL BE REMOVED BEFORE INSTALLING NEW STRIPING.

CONCEPTUAL
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DESIGNED:	APPROVED:	
MG	RW	

CITY OF GILROY
LAS ANIMAS ELEMENTARY SCHOOL AREA STUDY
CONCEPT PLAN: CHARLES LUX DRIVE / LOPEZ WAY

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE	SCALE
05/08/2026	1" = 30'

PMX PROJECT NO. 484-9591-004
DRAWING P-2
SHEET NO. 2 OF 2

DATE: May 8, 2026
TO: Nisha Patel, PE City of Gilroy
FROM: David Parisi, PE, TE; Ryan Whipple, PE, TE
SUBJECT: Charles Lux Drive and Lopez Way All Way Stop Control Analysis - Draft
PROJECT NUMBER: 484-9591-004

1. Introduction & Background

1.1 Introduction & Purpose

This memorandum summarizes an All-Way Stop Control (AWSC) study conducted by Parametrix for the City of Gilroy at the intersection of Charles Lux Drive and Lopez Way.

The study was initiated following community concerns regarding traffic safety near Las Animas Elementary School, including a reported fatal collision at the study intersection in early 2026. Due to the proximity of the intersection to the school and its role in neighborhood circulation, the City requested a formal engineering evaluation of intersection operations and safety.

The purpose of this study is to evaluate whether installation of all-way stop control is warranted at the intersection in accordance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) 2026. In addition to the AWSC evaluation, the study assesses existing traffic conditions, including traffic volumes, speeds, collision history, and pedestrian activity, and identifies potential improvements to enhance safety in the surrounding school area.

Specifically, the study includes the following:

- Conduct an AWSC warrant analysis in accordance with CA MUTCD guidance
- Evaluate existing traffic conditions, speeds, and multimodal activity
- Review collision history for the study intersection and surrounding area
- Observe pedestrian activity associated with school arrival and dismissal periods
- Identify potential improvements to enhance intersection safety and visibility

1.2 Regulatory Context for School-Area Traffic Safety

Traffic safety in school-adjacent areas is governed by a combination of State law, local agency authority, and school-related operational practices. The California Vehicle Code (CVC) recognizes school zones as environments requiring enhanced safety considerations due to the presence of children, including reduced speed limits when children are present (CVC Section 22352), special crosswalk markings near schools (CVC Section 21368), and the use of crossing guards to support pedestrian safety (CVC Section 2815).

The CVC authorizes local jurisdictions to implement traffic control devices and roadway regulations to address these conditions (CVC Section 21100). However, safety outcomes in school areas are also influenced by school access, circulation patterns, and parent/guardian pick-up and drop-off behavior, which are typically managed in coordination with the school operator.

As a result, effective safety improvements in school areas generally require coordination between the City, school district, and school administration to address both roadway conditions and school-related circulation patterns. This study reflects that framework by evaluating not only intersection control, but also broader school-area operations and identifying improvements that may involve both infrastructure and operational strategies.

1.3 Project Context

The study intersection is located within the Las Animas residential neighborhood and serves as part of the local circulation network for Las Animas Elementary School. The surrounding street system includes a mix of residential collectors and local streets that accommodate school access, neighborhood traffic, and walking routes for students and families.

Although collision data for the five-year reporting period (2020–2025) indicate no reported crashes at the intersection, the recent fatal collision and community concerns prompted the City to evaluate existing conditions and consider whether additional traffic control or safety improvements are appropriate.

Charles Lux Drive functions as a neighborhood collector roadway, while Lopez Way operates as a local residential street. The intersection currently operates with STOP control on the Lopez Way approaches, with Charles Lux Drive as the uncontrolled major street.

1.4 Study Area Description

The primary study location is the intersection of Charles Lux Drive / Lopez Way (study intersection), located within the Las Animas residential neighborhood of Gilroy.

Charles Lux Drive is a residential collector roadway that generally runs east–west through the neighborhood and provides access to multiple residential streets and school access routes. The roadway is posted at 25 mph and carries the majority of through traffic within the neighborhood.

Lopez Way is a local residential street that runs north–south between Cimino Street and West Luchessa Avenue. At the study intersection, Lopez Way approaches are controlled by STOP signs, while Charles Lux Drive operates as the uncontrolled major street.

Las Animas Elementary School is located approximately 200 feet east of the intersection, and the surrounding street network experiences elevated pedestrian activity during morning school arrival and afternoon dismissal periods.

In addition to the primary study intersection, the City requested that Parametrix conduct a field review of nearby intersections within the Las Animas Elementary School circulation area to identify potential safety concerns and improvement opportunities. The following intersections were observed as part of this review:

- Charles Lux Drive / West 10th Street (roundabout)
- Charles Lux Drive / Sanchez Place
- Charles Lux Drive / Cimino Street
- Charles Lux Drive / Las Animas Elementary School driveway
- Charles Lux Drive / Greenfield Drive
- Cimino Street / Las Animas Elementary School Driveway (North)

- Cimino Street / Las Animas Elementary School Driveway (Central)
- Cimino Street / Las Animas Elementary School Driveway (South)
- Cimino Street / West Luchessa Avenue (signalized)
- Greenfield Drive / Alta Oak Way
- Greenfield Drive / Brook Way
- Greenfield Drive / West Luchessa Avenue
- West Luchessa Avenue / West 10th Street (roundabout)

These intersections collectively form the local circulation network serving Las Animas Elementary School and surrounding residential areas.

Figure 1 illustrates the location of the study intersection of Charles Lux Drive / Lopez Way within the Las Animas residential neighborhood of Gilroy. The figure also identifies Las Animas Elementary School and nearby intersections that were reviewed as part of the school-area safety assessment. The surrounding street network includes a mix of residential collector and local neighborhood streets that provide access to homes, the elementary school, and nearby community destinations. The study intersection is located approximately 200 feet west of Las Animas Elementary School, and several of the surrounding streets serve as primary walking and driving routes for students traveling to and from the school.



Figure 1. Study Area Vicinity Map
Google, 2026.

1.5 Relevant Policies and Planning Context

Several City policies and planning efforts provide context for evaluating traffic safety conditions in the Las Animas neighborhood.

Neighborhood Traffic Management Program

The City of Gilroy Neighborhood Traffic Management Program (NTMP) establishes a framework for addressing neighborhood traffic concerns through a combination of education, enforcement, and engineering measures. The program emphasizes that traffic control devices such as stop signs should be installed in accordance with CA MUTCD engineering standards and should not be used solely for speed control.

Active Transportation and School Safety

The City has also identified pedestrian and bicycle safety as a priority in several planning efforts, including the City's 2005 Trails Master Plan and 2019 Neighborhood Traffic Management Plan. The City has also identified the need to update the Trails Master Plan and develop a Pedestrian Master Plan per the 2024-2028 Capital Improvement Program. the identification of updates to the City's updates to the City's Bicycle and Pedestrian Plans. These planning efforts emphasize the importance of improving pedestrian connectivity and supporting Safe Routes to School initiatives.

Given the proximity of the study intersection to Las Animas Elementary School, pedestrian activity and school-related travel patterns were considered as part of this evaluation.

2. Data Collection and Methodology

To evaluate existing operations and safety conditions at the Charles Lux Drive / Lopez Way intersection, Parametrix conducted several data collection and analysis tasks. These tasks included a field review of intersection conditions, review of collision history, collection of multimodal traffic counts, and vehicle speed measurements along Charles Lux Drive.

The collected data were used to evaluate intersection conditions relative to the CA MUTCD 2026 All-Way Stop Control (AWSC) engineering study criteria and to better understand traffic patterns associated with Las Animas Elementary School.

2.1 Field Review and Observations

Parametrix staff conducted a field review of the study intersection and surrounding school area on Thursday, March 5, 2026, between approximately 7:15 AM and 3:30 PM. The field visit was conducted while Las Animas Elementary School was in session and included observation of both morning drop-off and afternoon pick-up operations.

The field review included observations at the Charles Lux Drive / Lopez Way intersection, the additional study intersections identified in Section 1, and the overall school circulation and access environment.

The field effort included sufficient staffing to allow for direct observation of operations, driver behavior, and qualitative sight distance assessment from each approach. The site visit included observation of:

- Driver behavior at the Lopez Way stop-controlled approaches and around Las Animas Elementary School

- Vehicle speeds and traffic flow along Charles Lux Drive during school arrival and dismissal periods
- Pedestrian and bicycle activity near the intersection and associated with school travel
- School-related traffic patterns associated with Las Animas Elementary School
- Existing traffic control devices, pavement markings, and signage
- Intersection geometry, including curvature and grade
- Corner visibility, sight distance conditions, and visibility constraints
- Curbside parking conditions, including parking and the use of bike lanes

The field observations were used to support the evaluation of AWSC warrants, particularly Warrant B (Sight Distance) and Warrant E (Other Factors), and to inform the development of potential safety improvements.

Additional detailed observations are summarized in Section 5 – Study Area Observations.

2.2 Crash Data Review

Parametrix reviewed collision records for the study intersection using data obtained from the California Crash Reporting System (CCRS) and information provided by the City of Gilroy.

Crash data were reviewed for the five-year period from January 1, 2020 through December 31, 2025, which represents the most recent period with consistent statewide reporting data available at the time of this study.

The review included evaluation of:

- Number of collisions
- Collision types
- Severity of reported collisions
- Potential crash patterns that may be correctable through traffic control modifications

The results of the collision history review are discussed in the AWSC Warrant A analysis in Section 4.

In addition to the study intersection, collision data were reviewed for the surrounding school area. A total of eight reported collisions occurred within the broader study area during the analysis period. These included collisions involving fixed objects or parked vehicles, a bicycle-involved collision resulting in a complaint of pain injury at West Luchessa Avenue / West 10th Street, and a pedestrian-involved collision resulting in a severe injury at Viognier Way / Cimino Street. One collision involving a school bus and a parked vehicle was also reported near Charles Lux Drive / Greenfield Drive. These collisions do not form a pattern at the study intersection but provide context regarding safety conditions within the surrounding school area.

2.3 Traffic Volume Counts

Turning movement counts were conducted at the intersection of Charles Lux Drive / Lopez Way on March 5, 2026 between 7:00 AM and 7:00 PM. Counts were performed by Traffic Counts Plus and included vehicle turning movements on all intersection approaches.

Traffic volumes were summarized by 15-minute intervals and aggregated into hourly totals to identify peak traffic periods and evaluate intersection demand. The collected traffic volumes were used to

identify peak hour traffic conditions, evaluate intersection operations, and assess AWSC Warrant D (Eight-Hour Volume) conditions. Detailed turning movement data sheets are included in the Appendix.

2.4 Speed Data Collection

Vehicle speed measurements were collected along Charles Lux Drive between Sanchez Place and Lopez Way to understand the operating speed environment near the study intersection.

Speed data were collected for a 12-hour period between 7:00 AM and 7:00 PM, concurrent with the turning movement count data collection. The speed study recorded individual vehicle speeds and calculated summary statistics including:

- Mean (average) speed
- 50th percentile speed
- 85th percentile speed
- 95th percentile speed
- Percentage of vehicles exceeding the posted speed limit

These metrics were used to evaluate whether operating speeds on Charles Lux Drive are consistent with the posted 25 mph residential speed limit and to assess whether speed conditions contribute to potential safety concerns.

Speed study results are summarized in Section 3 – Existing Conditions.

2.5 Pedestrian and Bicycle Counts

The turning movement counts conducted at the study intersection also recorded pedestrian and bicycle activity on all approaches. Pedestrian and bicycle counts were recorded by approach and movement during the 12-hour count period (7:00 AM – 7:00 PM). These data provide insight into multimodal activity near the intersection, particularly during school arrival and dismissal periods associated with Las Animas Elementary School.

The pedestrian and bicycle counts were used to evaluate multimodal traffic volumes for AWSC Warrant D, understand pedestrian crossing patterns at the intersection, and identify potential safety considerations related to pedestrian exposure. Pedestrian and bicycle volumes by intersection approach are summarized in Section 3 – Existing Conditions and further discussed in the AWSC Warrant E evaluation in Section 4.

3. Existing Conditions

3.1 Roadway Characteristics

The intersection of Charles Lux Drive / Lopez Way is located within the Las Animas residential neighborhood of Gilroy and functions as part of the local circulation network serving surrounding homes and Las Animas Elementary School. While the intersection of Charles Lux Drive / Lopez Way is the focus intersection of this study, descriptions are provided for the other streets within the study roadway for additional context. Field observations related to these streets are documented in Section 5.

Unless otherwise posted or established by City engineering and traffic survey, local residential streets within the study area operate under the California prima facie speed limit of 25 miles per hour.

Charles Lux Drive is a two-lane residential roadway that functions as a neighborhood collector within the Las Animas area. The roadway generally runs east–west and provides access to several residential streets and school access points. The roadway consists of two travel lanes with striped bike lanes on both sides from W. 10th Street to Cimino Street, with no on-street parking. East of Cimino Street to Greenfield Drive, there is on-street parking on the north side of the street and a parking/passenger loading zone on the south side of the street. Charles Lux Drive is posted at 25 miles per hour and serves both residential traffic and school-related travel.

Lopez Way is a local residential street that runs north–south between De Anza Way and Bonino Way. South of Charles Lux Drive, a portion of Lopez Way is privately maintained by a homeowners association. The roadway consists of two travel lanes with parking permitted on both sides and primarily provides direct access to adjacent residential properties. Lopez Way is controlled by STOP signs at its intersection with Charles Lux Drive. In the absence of observed posted signage or engineering survey modification, Lopez Way operates under the prima facie residential speed limit of 25 miles per hour.

West 10th Street is identified in the City's Mobility Element as an arterial roadway that provides east–west connectivity across the City. In the vicinity of the study area, West 10th Street consists of two travel lanes, a center median and a bike lane on each side and is traffic calmed with roundabouts at each intersection. The City's 2019 Speed Survey establishes a 35 miles per hour speed limit along portions of West 10th Street east of Uvas Park Drive; however, the segment within the study area was not included in the survey and is part of newer development. Posted speed limit signage was not observed during the field visit. Therefore, this segment is assumed to operate under the prima facie residential speed limit of 25 miles per hour.

Sanchez Place is a private local residential street that provides direct access to adjacent homes and connects to Charles Lux Drive. The roadway consists of two travel lanes with parking on both sides and serves only neighborhood traffic. No posted speed limit signage was observed, and the roadway operates under the prima facie residential speed limit of 25 miles per hour.

Cimino Street is a north–south local residential street that includes both publicly and privately maintained segments. The segment between Charles Lux Drive and West Luchessa Avenue is publicly maintained and functions as a neighborhood collector, providing direct frontage and primary access to Las Animas Elementary School. Segments south of West Luchessa Avenue are privately maintained and primarily serve adjacent residential properties. Along the public segment fronting the school, the roadway consists of two travel lanes, intermittent left-turn lanes, bike lanes on both sides, and a northbound parking/passenger loading zone adjacent to the school frontage. Posted signage reflects a 25 mph school zone speed limit.

Greenfield Drive is a north south running local residential street within the study area running from Charles Lux Drive to Oak Brook Way and provides neighborhood access, school access, and connectivity between local streets and nearby higher-order roadways. The roadway consists of two travel lanes with parking on each side. The southbound direction adjacent to Las Animas Elementary School functions as a passenger loading zone during school hours (7:00 AM – 4:00 PM). No posted speed limit signage was observed; therefore, Greenfield Drive operates under the prima facie residential speed limit of 25 miles per hour.

West Luchessa Avenue is identified in the City's Mobility Element as an arterial roadway providing east–west connectivity through the southern portion of Gilroy. In the study area, the roadway

consists of four travel lanes with a center median and bike lanes on each side. The City's 2019 Speed Survey establishes a 40 miles per hour speed limit east of Cimino Street. However, the segment west of Cimino Street was not included in the survey due to newer development. Posted speed limit signage was not observed along this segment; therefore, it is assumed to operate under the prima facie residential speed limit of 25 miles per hour.

Alta Oak Way is an east-west local residential street that connects to Greenfield Drive and provides access to adjacent homes and neighborhood circulation. The roadway consists of two travel lanes and serves only local neighborhood traffic. In the absence of posted signage, Alta Oak Way operates under the prima facie residential speed limit of 25 miles per hour.

Brook Way is an east-west local residential street that connects to Greenfield Drive and provides direct access to surrounding residential properties. The roadway consists of two travel lanes and carries only local neighborhood traffic. No posted speed limit signage was observed, and the roadway operates under the prima facie residential speed limit of 25 miles per hour.

These roadway characteristics, including functional classification, lane configuration, and speed environment, provide important context for evaluating traffic operations and safety conditions at the study intersection and surrounding school area.

3.2 Traffic Volumes - Charles Lux Drive / Lopez Way

Turning movement counts conducted on March 5, 2026 recorded 1,205 vehicles entering the intersection during the 12-hour count period (7:00 AM – 7:00 PM).

Traffic volumes are substantially higher on Charles Lux Drive than on Lopez Way. Approximately 74 percent of intersection traffic occurs on Charles Lux Drive, while 26 percent occurs on Lopez Way. Table 1 summarizes the distribution of vehicle volumes by approach.

Table 1. 12-hour Vehicle Volumes by Approach

Approach	Vehicles	Percent of Total
Charles Lux Drive Eastbound	357	30%
Charles Lux Drive Westbound	534	44%
Lopez Way Northbound	159	13%
Lopez Way Southbound	155	13%
Total	1,205	100%

These data indicate that Charles Lux Drive functions as the major roadway, carrying approximately three times the traffic volume of Lopez Way.

3.3 Peak Hour Conditions

The highest intersection demand occurs during the morning school arrival period, when traffic associated with Las Animas Elementary School is most active.

The AM peak hour occurs between 7:30 AM and 8:30 AM, during which 364 vehicles entered the intersection. Table 2 summarizes the distribution of peak hour vehicle volumes by approach.

Table 2. Peak Hour Traffic Volumes (7:30 AM – 8:30 AM)

Approach	Vehicles
Charles Lux Drive Eastbound	151
Charles Lux Drive Westbound	158
Lopez Way Northbound	30
Lopez Way Southbound	25
Total	364

Charles Lux Drive carries the majority of peak hour traffic, with through movements accounting for most vehicles traveling along the corridor.

3.4 Operating Speeds - Charles Lux Drive

Vehicle speed measurements were collected along Charles Lux Drive between Sanchez Place and Lopez Way during the same 12-hour period as the traffic counts.

The results indicate that typical operating speeds are consistent with residential collector roadways.

Table 3. Speed Study Results – Charles Lux Drive

Direction	Speed Limit	% of Vehicles Exceeding Speed Limit	Mean Speed	85th Percentile Speed	95th Percentile Speed
Eastbound	25 mph	50%	25 mph	29 mph	32 mph
Westbound	25 mph	66%	27 mph	30 mph	33 mph

While a portion of drivers exceed the posted speed limit, the observed speeds are typical for residential collector streets with a posted speed limit of 25 mph.

3.5 Pedestrian and Bicycle Activity - Charles Lux Dr / Lopez Way

Pedestrian and bicycle activity was recorded during the 12-hour turning movement count. A total of 120 pedestrian and bicycle movements were recorded during the count period.

The majority of pedestrian activity occurs along Charles Lux Drive, particularly on the south side of street crossing the Lopez Way northbound approach, reflecting pedestrian movements associated with Las Animas Elementary School.

Table 4. Pedestrian and Bicycle Volumes

Approach	Pedestrians (# Crossing Approach)	Bicycles	Total
Charles Lux Drive Eastbound	7	0	7
Charles Lux Drive Westbound	11	3	14
Lopez Way Northbound	81	0	81
Lopez Way Southbound	17	1	18
Total	116	4	120

The multimodal peak hour occurs during the morning school arrival period beginning at 7:30 AM, when approximately 33 pedestrians or bicyclists were recorded entering or crossing the intersection.

Although pedestrian activity is present, the observed volumes are typical for residential school-area intersections and are concentrated during school arrival periods.

3.6 Summary of Existing Conditions

The Charles Lux Drive / Lopez Way intersection exhibits the following key characteristics:

- Charles Lux Drive carries substantially higher traffic volumes than Lopez Way
- Peak traffic demand occurs during the morning school arrival period
- Operating speeds on Charles Lux Drive are typical for residential collectors
- Pedestrian activity is present but is primarily associated with school travel periods

These conditions provide the basis for evaluating whether the intersection satisfies the CA MUTCD AWSC engineering study warrants, which are discussed in the following section.

4. All-Way Stop Control (AWSC) Analysis

The following section summarizes our findings of the CA MUTCD AWSC study warrants.

4.1 All-Way Stop Control (AWSC) Engineering Study Guidelines

The California Manual on Uniform Traffic Control Devices (CA MUTCD) 2026 Section 2B.12 provides guidance for an engineering study to determine whether AWSC is appropriate at an intersection. The study guidance includes studies, or "warrants", for aspects of the intersection operations and safety. However, the CA MUTCD notes that "Warrants are not a substitute for engineering judgment. The fact that a warrant is met is not conclusive justification to install or not install all-way stop control."[1]

The CA MUTCD warrants are as follows:

1. Warrant A: Crash Experience (Section 2B.13) – For a four-leg intersection, five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.

2. Warrant B: Sight Distance (Section 2B.14) – Where the sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.

3. Warrant C: Transition to other control (Section 2B.15) – Where AWSC is an interim measure before installation of a traffic signal or circular intersection.

4. Warrant D: 8-Hour Volume (Section 2B.16) - At least 300 vehicles, bicyclists, and pedestrians entering the intersection from the major street approaches per hour AND at least 200 vehicles, bicyclists, and pedestrians from the minor street approaches per hour for eight hours of a typical day.

5. Warrant E: Other Factors (Section 2B.17) – Other factors may include, but are not limited to:

[1] Section 2B.12.01.

a. Need to control left turn conflicts.

b. An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

c. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

4.2 Collision Records (Warrant A)

Parametrix reviewed collision data obtained from the California Crash Reporting System (CCRS) for the study intersection for the period January 1, 2020 through December 31, 2025.

No reported collisions were identified at the intersection of Charles Lux Drive / Lopez Way during this five-year analysis period.

For a four-leg intersection, Warrant A is satisfied when:

- Five or more crashes occur within a 12-month period, or
- Six or more crashes occur within a 36-month period,

and those crashes are of a type that could reasonably be corrected by installation of all-way stop control.

Because no reported collisions were identified during the analysis period, the intersection does not satisfy Warrant A.

It is noted that the City initiated this study following a recent fatal collision reported in early 2026, which is not reflected in the CCRS dataset. While this incident is an important consideration in evaluating overall safety conditions, a single crash does not establish a pattern that would satisfy the CA MUTCD crash warrant.

While no collisions were reported at the Charles Lux Drive / Lopez Way intersection during the study period, a limited number of collisions were identified within the surrounding school area. These collisions include bicycle- and pedestrian-involved incidents at nearby intersections. Although these occurrences highlight broader safety considerations within the school vicinity, they do not represent a recurring crash pattern at the study intersection and therefore do not satisfy the criteria for Warrant A.

4.3 Sight Distance (Warrant B)

Parametrix conducted a field review of the study intersection on March 5, 2026 between approximately 7:15 AM and 3:30 PM, including observation of both school drop-off and pick-up periods, to evaluate intersection geometry, driver behavior, and sight distance conditions.

The field review included sufficient staffing to allow for direct observation of approach conditions and qualitative assessment of sight distance from each leg.

Observed conditions include:

- Charles Lux Drive operates on a gentle horizontal curve and slight downgrade in the eastbound direction, with the eastbound approach located on the outside of the curve, which can affect driver visibility and perception of approaching traffic

- During the morning drop-off period, the sun was low on the eastern horizon, creating potentially blinding conditions for eastbound drivers, which was observed during the field visit
- There is no on-street parking on Charles Lux Drive, and the roadway includes bike lanes with street trees located in the parkways on both sides of the street
- Drivers on Lopez Way were observed to creep forward beyond the stop bar in order to improve visibility of approaching traffic on Charles Lux Drive
- Sight distance concerns are more pronounced for the southbound Lopez Way approach, where drivers must look toward the eastbound Charles Lux approach under conditions influenced by curvature, grade, and street tree obstructions.

While some drivers were observed to queue or temporarily stop within the bike lane on Charles Lux Drive, this behavior was more prevalent east of the intersection and does not significantly affect sight distance at the Lopez Way approaches.

Although these conditions can affect visibility under certain circumstances, the available sight distance is generally adequate for drivers to observe and respond to approaching traffic when properly positioned at the intersection.

Furthermore, there are targeted improvements—such as traffic calming along Charles Lux Drive, tree trimming or selective removal, and enforcement—could address localized visibility concerns without the need for all-way stop control.

Therefore, Warrant B is not satisfied.

4.4 Temporary Control (Warrant C)

Warrant C applies when AWSC is installed as a temporary measure prior to implementation of a traffic signal or circular intersection. The Charles Lux Drive / Lopez Way intersection is not being considered for signalization or roundabout control.

Therefore, Warrant C does not apply.

4.5 Eight-Hour Multimodal Volumes (Warrant D)

Traffic Counts Plus conducted multimodal turning movement counts (vehicles, bicycles, and pedestrians) at the study intersection on March 5, 2026, between 7:00 AM and 7:00 PM. CA MUTCD Warrant D requires:

- At least 300 multimodal users per hour on the major street, and
- At least 200 multimodal users per hour on the minor street,

for eight hours of a typical day. Table 5 summarizes whether the counts satisfy the criteria of the AWSC Warrant D. The raw data sheets are included in the Appendix.

Table 5. Multimodal Traffic Counts, Charles Lux Drive / Lopez Way

Start Time	Major Approach (Charles Lux Drive)					Minor Approach (Lopez Way)				
	Vehicles	Bikes	Peds	Total	Total >300 per hour?	Vehicles	Bikes	Peds	Total	Total >200 per hour?
7:00	171	1	3	175	No	49	1	6	56	No
8:00	162	0	1	163	No	44	0	23	67	No
9:00	12	0	1	13	No	13	0	6	19	No
10:00	19	1	0	20	No	9	0	1	10	No
11:00	24	0	2	26	No	18	0	3	21	No
12:00	29	0	3	32	No	22	0	5	27	No
1:00	46	0	0	46	No	24	0	2	26	No
2:00	180	0	0	180	No	49	0	6	55	No
3:00	85	1	2	88	No	26	0	27	53	No
4:00	76	2	4	82	No	19	2	2	21	No
5:00	46	0	2	48	No	19	0	5	24	No
6:00	41	1	1	43	No	24	0	9	33	No
Total				916					412	

Source: Traffic Counts Plus and Parametrix, December 2, 2025

The highest observed multimodal volumes were:

- 180 users per hour on Charles Lux Drive
- 67 users per hour on Lopez Way

Neither approach meets the minimum thresholds required by the CA MUTCD. Additionally, volumes are substantially unbalanced, with Charles Lux Drive carrying the majority of traffic.

Therefore, Warrant D is not satisfied.

4.6 Other (Warrant E)

Warrant E contains guidance for other factors to be considered in the engineering study.

Left turn conflicts

Table 6 presents the hourly left turn vehicle movements recorded at the study intersection. The maximum number of left turns is 17 at the southbound Lopez Way approach. All four approaches have fewer than 15 left turns an hour during other times. As such, the traffic volumes do not indicate an issue for vehicles making left turns that would necessitate AWSC.

Table 6. Left Turn Traffic Counts, Charles Lux Drive / Lopez Way

	Major Approach (Charles Lux Drive)		Minor Approach (Lopez Way)	
Start Time	EB Left	WB Left	NB Left	SB Left
7:00	1	6	10	17
8:00	3	7	9	14
9:00	0	3	1	7
10:00	0	1	1	4
11:00	0	5	1	11
12:00	2	7	4	8
1:00	0	5	5	5
2:00	5	10	7	14
3:00	6	7	6	8
4:00	2	10	3	6
5:00	1	7	3	2
6:00	1	15	4	8

Residential neighborhood collectors

Charles Lux Drive functions as a residential collector roadway, while Lopez Way functions as a local residential street. Traffic volumes on Charles Lux Drive are approximately three times higher than those on Lopez Way, indicating the intersection does not involve two roadways with similar characteristics. Therefore, this factor does not support AWSC installation.

Pedestrian and bicyclist movements

Pedestrian and bicycle counts indicate 120 multimodal movements during the 12-hour period, with a peak of 33 movements during the morning school arrival period. Pedestrian activity is concentrated along Charles Lux Drive, particularly eastbound toward Las Animas Elementary School. While pedestrian activity is present, the volumes are moderate and typical for residential school areas and do not warrant AWSC installation based on pedestrian demand alone.

In addition to pedestrian activity observed during the field visit, collision data indicate that pedestrian- and bicycle-involved collisions have occurred within the broader school area. While these collisions did not occur at the study intersection, they highlight the importance of improving pedestrian visibility, crossing conditions, and driver awareness throughout the corridor. These findings support consideration of targeted safety improvements but do not, in isolation, justify installation of all-way stop control.

Operating Speed Environment

Speed data indicate 85th percentile speeds of approximately 29–30 mph, which are consistent with typical residential collector conditions. While some drivers exceed the posted speed limit, speeds are not unusually high relative to similar facilities.

Recent Fatal Collision and Community Concern

The City initiated this study following a recent fatal collision in early 2026. While this incident raises legitimate safety concerns, the available crash history does not indicate a recurring pattern that would typically support AWSC installation.

4.7 Summary of Findings

Table 7 summarizes whether the study intersection meets any of the CA MUTCD 2026 AWSC warrants.

Table 7. Charles Lux Drive / Lopez Way AWSC Warrant Summary

Criterion	Notes
Warrant A – Crash Experience	Not Satisfied
Warrant B – Sight Distance	Not Satisfied
Warrant C – Temporary Control	Not Applicable
Warrant D – Eight-Hour Volume	Not Satisfied
Warrant E – Other Factors	Not Satisfied

The intersection does not meet the primary CA MUTCD AWSC warrants and does not exhibit conditions that would typically justify installation of all-way stop control based on engineering judgment. Traffic volumes are relatively low throughout most of the day and are unbalanced between approaches, with Charles Lux Drive carrying the majority of through traffic. Under these conditions, installation of all-way stop control may result in unnecessary delay for major street traffic and could reduce overall compliance with stop control.

Based on this evaluation, installation of all-way stop control at the Charles Lux Drive / Lopez Way intersection is not warranted from an engineering and operational perspective. However, the City may elect to implement all-way stop control as a policy decision in response to community concerns. If pursued, such an installation should consider the potential tradeoffs related to intersection delay, driver compliance, and overall effectiveness relative to other targeted safety improvements identified in this study.

5. Study Area Observations

Parametrix conducted field observations of the Charles Lux Drive / Lopez Way intersection and surrounding study area on Thursday, March 5, 2026, between approximately 7:15 AM and 3:30 PM. Observations were conducted during both morning school drop-off and afternoon pick-up periods at Las Animas Elementary School and included review of all study intersections as well as overall school circulation patterns. Figure X provides additional context, notes and specific locations of these observations.

5.1 Driver Behavior and Traffic Operations

Traffic operations within the study area are primarily influenced by school-related circulation patterns rather than deficiencies in intersection control. During both peak periods, vehicle activity increased near Las Animas Elementary School, but traffic flow remained generally orderly.

Drivers accessing the school were observed to follow consistent circulation patterns, entering via Cimino Street, circulating through the school parking lot, and exiting onto Charles Lux Drive before returning to West Luchessa Avenue via Greenfield Drive or Cimino St. Similar patterns were observed

during both drop-off and pick-up periods. Drivers were observed parking along Charles Lux Drive, Cimino Street, Greenfield St, and Lopez Way and walking students to/from school. Drivers on Lopez Way complied with STOP control but frequently advanced beyond the stop bar to improve visibility.

The observed circulation patterns and on-street parking activity also suggest that school-site pick-up and drop-off operations may not fully accommodate peak demand, resulting in vehicles utilizing the surrounding street network for staging, parking, and student loading/unloading. This condition contributes to localized congestion, queueing, and pedestrian crossing activity outside of designated facilities.

During peak periods, queueing and congestion were observed throughout the network. Maximum queue lengths along eastbound Charles Lux Drive extended approximately 13 vehicles past Lopez Way from Cimino Street. Morning queueing was observed along both westbound right-turn and eastbound left-turn movements on West Luchessa Avenue. Afternoon queueing was also observed on southbound Cimino Street left turns onto West Luchessa Avenue, extending beyond existing turn pockets.

See **Figure 2** for a photo of afternoon pickup queueing and Cimino Street parking behavior.



Figure 2. Photo of Cimino Street During Afternoon Pickup

Charles Lux Drive, Cimino Street, and Greenfield Drive were heavily utilized in both directions during peak periods. The segment of Charles Lux Drive between Cimino Street and Greenfield Drive operated near saturation, limiting available gaps for turning movements and driveway access.

Instances of STOP control non-compliance were observed at the intersection of Cimino Street and Charles Lux Drive following drop-off periods, when traffic volumes decreased.

5.2 Pedestrian Activity and Behavior

Pedestrian activity was concentrated during school arrival and dismissal periods and was generally focused along Charles Lux Drive east of Cimino Street and along Cimino Street adjacent to the

school frontage. Pedestrian volumes observed during the field visit were consistent with typical residential school-area conditions.

While most pedestrian activity followed expected paths along sidewalks and designated crossings, some informal crossing behavior was observed. Parents were observed parking along Cimino Street and crossing mid-block to access the school. Similar behavior of crossing outside of designated crosswalks was observed along midblock on Charles Lux Drive and Greenfield Drive near the secondary school access point. These behaviors appear to be influenced by the interaction between parking availability, school access points and the location of designated crossing facilities. See Figure 3 for a photo of people crossing Cimino Street midblock.



Figure 3. Photo of People Crossing Cimino Street Midblock

These observed crossing behaviors appear to reflect a combination of factors, including both the location and spacing of designated crossing facilities within the public street network and the configuration of school access points, parking patterns, and pick-up/drop-off activity. In particular, pedestrians were observed to select crossing locations that align with convenient access to parked vehicles and school entry points rather than established crossings, indicating that both roadway design and school-related circulation patterns influence pedestrian behavior.

Accessibility conditions were also noted as a concern. Curb ramps at Brook Way and Alta Oak Way were observed to be non-compliant with current ADA standards and positioned behind the stop limit line, reducing their effectiveness. In addition, ADA-compliant crossing opportunities east of Greenfield Drive are limited to the all-way stop at Charles Lux Drive and the signalized crossing at West Luchessa Avenue, requiring pedestrians to travel longer distances to access compliant facilities.

Collision data indicate that pedestrian- and bicycle-involved crashes have occurred within the surrounding school area, reinforcing the importance of improving pedestrian crossing conditions and visibility, particularly during school arrival and dismissal periods. These conditions indicate that pedestrian safety in the study area is influenced by both the design and placement of roadway

crossing facilities and the configuration and operation of school access and circulation, and that effective improvements will likely require coordination between both.

5.3 Sight Distance and Visibility

Visibility at the study intersection is influenced by roadway geometry, lighting conditions, and roadside features. Charles Lux Drive runs gently downhill in the eastbound direction and follows a horizontal curve, with the eastbound approach located on the outside of the curve. This geometry affects the perception of approaching vehicles, particularly for drivers on Lopez Way.

During the morning field observations, the sun was low on the eastern horizon and created glare conditions for eastbound drivers. This condition was observed to potentially reduce visibility for both through vehicles and those entering from Lopez Way, depending on time of day and environmental conditions. See **Figure 4** for a photo showing the late morning sun glare looking east along Charles Lux Drive.



Figure 4. Photo Looking East Along Charles Lux Drive Towards Lopez Way

Drivers on Lopez Way were consistently observed to creep forward beyond the stop bar to obtain a clearer line of sight toward eastbound Charles Lux traffic. However, actual sight distance conditions vary by approach on Lopez Way. The northbound approach provides generally adequate visibility in the absence of parked vehicles, while the southbound approach is more constrained due to a wall, vegetation, and the combined influence of roadway curvature, grade and lighting.

Although no on-street parking is permitted on Charles Lux Drive west of Cimino Street, street trees located within the parkways may intermittently affect visibility depending on driver position. Between

Lopez Way and Cimino Street, drivers were observed to park in the bike lane which limits driver visibility as well. East of Cimino Street, on-street parking is present and fully occupied during peak periods. During peak periods, queueing along Charles Lux Drive further limits available sight distance for side street and driveway movements. In particular, queueing between Cimino Street and Greenfield Drive constrains visibility for vehicles exiting the school driveway.

Although red curb is present along portions of Charles Lux Drive east of Cimino Street, vehicles were observed stopping within these areas during peak periods, further reducing visibility for driveway egress.

5.4 Parking, Loading, and Bicycle Facilities

Parking and loading activity in the study area is strongly influenced by school operations and adjacent land uses. On-street parking along Charles Lux Drive east of Cimino Street was observed to be fully occupied during peak periods, likely due to both school activity and the adjacent park.

Vehicles were observed parking and queuing within bike lanes along Charles Lux Drive between Lopez Way and Cimino Street during peak school periods. Similar behavior was observed along Cimino Street, where parents parked along the southbound curb and crossed the street to access the school. Although this activity was concentrated east of the Lopez Way intersection and does not significantly affect its operations, it contributes to overall roadway function and user expectations.

An inconsistent transition from bike lanes to on-street parking occurs at Cimino Street along Charles Lux Drive, and no dedicated accommodation for bicyclists is provided through this transition area. This condition creates potential conflicts between bicyclists and parked or queued vehicles.

Temporary no-parking areas delineated with cones were observed along Charles Lux Drive and Cimino Street during school peak periods. Based on field observations, these treatments appear to be effectively preventing parking in specific targeted locations, such as along approaches to key driveways, where maintaining clear access is critical to site circulation. However, the intended application, duration, and broader operational objectives of these temporary measures were not confirmed at the time of the field review. In addition, while effective where deployed, these treatments do not address parking and queuing behavior occurring elsewhere within the study area, where similar constraints and conflicts were observed.

As a result, the current approach functions as a localized solution but does not comprehensively manage curbside activity across the school area. Further coordination with school staff is recommended to confirm the intended use of these measures and to evaluate whether a more consistent and formalized curb management strategy would improve overall effectiveness.

5.5 Traffic Control Devices and Markings

Traffic control devices and pavement markings within the study area exhibit several inconsistencies. Roundabout signage along West 10th Street was observed to be faded, and school area warning signage was generally limited. Pavement markings were observed to be faded and inconsistent, including stop bars, limit lines, and crosswalk markings at various locations within the study area.

Centerline striping along Charles Lux Drive consists of 4-inch and 6-inch double yellow striping without reflectors, reducing visibility under low-light conditions. Greenfield Drive lacks centerline and edge line striping, reducing lane definition. Additionally, the uncontrolled crossing on Greenfield Drive at Charles Lux Drive lacks daylighting, yield markings, and pedestrian warning signage.

Crosswalk markings are inconsistent throughout the study area, with a mix of white and yellow continental markings and the use of double continental striping, which is no longer included in current MUTCD guidance. Additionally, red curb (daylighting) treatments are not consistently applied throughout the study area, including at Charles Lux Drive and Greenfield Drive, reflecting varying approaches to curb management and intersection visibility. See **Figure 5** for a photo of faded pavement markings at the intersection of Luchessa Avenue / Greenfield Drive.



Figure 5. Photo of Faded Pavement Markings at Luchessa Avenue / Greenfield Drive

Curb return radii throughout the study area are relatively large, generally ranging from approximately 25 to 30 feet or greater. While excessive speeds were not observed, these larger radii allow for faster turning movements, particularly at uncontrolled right-turn locations.

5.6 Summary of Observations

Overall, the study intersection and surrounding roadway network operate as a typical residential school environment. Observed conditions indicate that traffic operations are primarily influenced by school circulation patterns, pedestrian activity during peak periods, and localized visibility constraints.

While drivers adapt to visibility conditions through positioning and behavior, and overall operations remain stable, several factors—such as inconsistent traffic control devices, informal pedestrian crossings, and parking-related impacts—contribute to perceived safety concerns. These conditions are best addressed through targeted improvements rather than changes to intersection control.

6. Recommended Safety Improvements

As discussed in Section 4, the intersection does not meet the CA MUTCD warrants for all-way stop control. However, field observations and engineering judgment identified several conditions that warrant targeted safety improvements. These improvements are divided into near-term measures and areas requiring further study.

6.1 Summary of Recommended Safety Improvements

The following recommendations are intended to address the observed safety conditions through a combination of near-term, implementable improvements and longer-term strategies. To support decision-making, the recommended countermeasures are organized into three categories: user behavior (education and awareness), operational improvements (near-term, low-cost measures), and structural improvements (long-term capital enhancements). This framework highlights low-cost, near-term actions that can be implemented quickly, while distinguishing more complex improvements that require additional design, coordination, or capital investment.

Many of the operational improvements can be incorporated into a coordinated quick-build striping and signing plan for Charles Lux Drive (Figure Y), while more complex or corridor-level improvements are identified separately in Section 6.2. **Table 8** on the next page summarizes the key observations from the field review and AWSC analysis and identifies recommended countermeasures for each condition. The locations of these improvements are shown on Figure X – Recommended Safety Improvements.

The conceptual quick-build plan shown in Figure Y integrates several of the operational recommendations into a coordinated corridor-level improvement for Charles Lux Drive, addressing visibility, lane organization, and pedestrian safety. Key elements include lane narrowing from Sanchez Place to Lopez Way, reduction to 10-foot travel lanes in each direction, the widening of existing bicycle facilities, additional conflict striping, and additional red curb for visibility.

Table 8. Observations and Recommendations Summary

Observation / Condition	Safety Consideration	Recommended Countermeasure
User Behavior (Education & Awareness)		
Morning sun glare impacts eastbound drivers	Temporary visibility impairment during school drop-off	Install advance warning signage (e.g., "Intersection Ahead"); reinforce crosswalk visibility (see Figure Y)
General lack of school area warning signage	Reduces driver awareness of pedestrian activity	Install school zone and pedestrian warning signage along key approaches (see Figure Y)
Parents parking on Cimino and crossing midblock outside of designated crosswalks to school	Increases mid-block pedestrian conflicts	Improve crossing visibility; evaluate formal crossing locations; reinforce use of designated crossings (see Figure X)
Jaywalking observed on Greenfield near secondary school access	Reflects unmet pedestrian crossing demand.	Evaluate supplemental signage near secondary access point (see Figure X)
Operational Improvements (Near-Term / Low-Cost)		
Drivers on Lopez Way creep forward beyond stop bar to gain visibility	Indicates constrained or perceived limited sight distance	Install red curb (daylighting) at all four corners, prioritize SB Lopez (see Figure Y)
Inconsistent crosswalk markings (yellow/white mix, outdated double continental)	Reduces driver recognition and consistency of pedestrian priority	Standardize to CA MUTCD-compliant yellow high-visibility continental crosswalks across study area (see Figure X & Y)
Inconsistent and faded stop bars, and crosswalks	Reduces clarity of control and crossings	Refresh all pavement markings; standardize striping (Figure X)
Lack of daylighting (red curb) at key intersections	Reduces visibility between vehicles and pedestrians	Implement red curb (daylighting) treatments at key intersections to improve visibility (see Figure X & Y)
Parking and queuing in bike lanes along Charles Lux east of Cimino	Increases multimodal conflict risk	Install curb management signage; incorporate new striping or buffer treatments for bike lanes to promote compliance. (see Figure Y)
Awkward transition from bike lane to parking at Cimino	Creates confusion and potential conflicts for bicyclists	Provide clear striping transition, consider buffer or taper treatments (see Figure Y)
Street trees in parkways affect visibility	Intermittent obstruction depending on driver position	Implement tree trimming or selective removal where needed to maintain sight triangles (see Figure Y)
Temporary cones and curb controls applied for specific locations	Functions as a localized solution but does not address broader curbside activity	Evaluate and formalize curb management strategy
Faded roundabout signage on West 10th Street	Reduces driver awareness and compliance	Replace and upgrade signage to current standards (see Figure Y)
School circulation creates localized congestion and informal behaviors	Influences driver expectations and pedestrian movements	Coordinate with school to refine pick-up/drop-off circulation and loading patterns
Structural Improvements (Long-Term / Capital)		
Non-ADA compliant curb ramps behind STOP limit line at Brook Way and Alta Oak Way	Limits accessibility and increases pedestrian risk	**Operational:** Adjust STOP limit line placement relative to curb ramps **Structural:** Address ADA curb ramp compliance as part of future CIP or similar programs
Wide curb radii (~25–30 ft) allow faster turning movements	Increases turning speeds and pedestrian conflict risk	Evaluate curb extensions or striping treatments to tighten turning paths (see Figure Y)
Lack of formal crossings in key areas	Pedestrian demand not fully accommodated	Evaluate new or enhanced crossings (e.g., midblock crossing near school access)

6.2 Recommended Areas for Future Study

In addition to the targeted improvements identified in Section 6.1, several areas were identified during the course of this study that would benefit from further evaluation and design development. These items involve more complex operational, geometric, or policy considerations and are recommended for future study by the City.

School Site Circulation and Access Improvements

Observed traffic operations within the study area indicate that school-site circulation and pick-up/drop-off patterns play a significant role in driving queueing, parking behavior, and pedestrian activity on adjacent streets. Current operations concentrate the majority of pick-up and drop-off activity at the southernmost driveway and along the internal curb adjacent to the main school entrance, which contributes to queuing within the on-site circulation aisle and spillback into the surrounding street network.

To better accommodate peak demand and reduce reliance on the adjacent street system, the City may consider partnering with Gilroy Unified School District (GUSD) to evaluate opportunities to modify on-site circulation and access configurations. A focused study could explore potential strategies to improve circulation efficiency and increase on-site vehicle storage capacity, including:

- Reconfiguring internal circulation to allow for continuous or through movement across the school site
- Relocating or expanding the primary pick-up/drop-off area further north to better distribute activity
- Modifying driveway access patterns
- Evaluating partial or full closure of the southernmost driveway to simplify circulation and increase on-site queueing capacity
- Considering opportunities to increase on-street parking supply in locations where access modifications may reduce driveway demand

These concepts are intended as planning-level considerations and may be implemented individually or in combination. Evaluation of these strategies should consider operational performance, safety outcomes, emergency access requirements, and coordination with school administration.

Given the direct influence of school-site operations on surrounding traffic conditions, a jointly funded and coordinated study between the City and GUSD would support development of effective, integrated solutions that address both on-site circulation and off-site conditions.

Cimino Street Corridor Evaluation

Cimino Street serves as the primary frontage and access point for Las Animas Elementary School and plays a key role in school circulation and pedestrian activity. Observations indicate opportunities to improve safety, accessibility, and operations along this corridor. The City should consider a focused study to evaluate alternative cross-section configurations for Cimino Street, including:

- Reallocation of roadway space to balance parking, bicycle facilities, and vehicle operations

- Evaluation of on-street parking utilization and loading behavior
- Opportunities to improve pedestrian safety along the school frontage
- Feasibility of a consolidated midblock crossing aligned with primary pedestrian desire lines

This effort should consider both operational performance and safety outcomes and be coordinated with school operations.

Given the role of Las Animas Elementary School in influencing traffic circulation, parking behavior, and pedestrian activity along the Cimino Street corridor, the City may consider partnering with Gilroy Unified School District (GUSD) to jointly scope and fund a focused corridor study. A coordinated effort would support development of improvements that address both roadway conditions and school-site operations, and would help ensure that recommended solutions are practical, effective, and aligned with both City and school objectives.

School Coordination – Pick-Up and Drop-Off Operations

Observed traffic patterns indicate that school-site circulation and pick-up/drop-off operations contribute to informal parking, queueing, and pedestrian crossing behavior within the surrounding neighborhood. While longer-term physical modifications to the school site may improve circulation capacity, there are also opportunities to improve operations through coordination with Las Animas Elementary School administration.

The City should consider working with the school to evaluate near-term operational strategies to improve pick-up and drop-off efficiency, including:

- Optimization of on-site circulation and queuing within the school parking lot
- Strategies to reduce reliance on on-street parking and loading along Cimino Street and Charles Lux Drive
- Reinforcement of designated access routes and loading areas

These operational improvements may provide interim benefits and help reduce conflicts between vehicles, pedestrians, and bicyclists, and can also inform the development of longer-term school site circulation improvements described above

Citywide Engineering and Traffic Speed Survey

The City is currently advancing an Engineering and Traffic Speed Survey to evaluate operating conditions and establish appropriate speed limits on roadways throughout the community. Portions of the study area, including newer roadway segments, should be incorporated into this effort to ensure that speed limits reflect current conditions and support school-area safety objectives.

Inclusion of the study area within the ongoing speed survey presents an opportunity to:

- Establish updated, defensible speed limits based on current conditions
- Evaluate opportunities to apply reduced speed limits in school areas under current California law and MUTCD provisions
- Evaluate implementation of 20 mph or 15 mph speed limits in the vicinity of schools

The City may also consider whether to implement this effort as:

- A programmatic approach applied to all school zones, or
- A location-specific approach based on individual school conditions

This effort should be coordinated with City staff and consistent with applicable State guidelines, and would complement the near-term improvements identified in Section 6.1 while supporting a comprehensive, long-term approach to improving safety and operations within the Las Animas Elementary School area.

Greenfield Drive Pedestrian Crossing Evaluation

Pedestrian activity, including informal midblock crossing behavior, was observed along Greenfield Drive near the secondary school access point during the field review. However, these observations were based on a limited duration dataset and may not fully represent typical or recurring conditions.

The City may consider conducting a focused evaluation to better understand pedestrian crossing patterns and demand at this location, including confirmation of crossing frequency, peak period activity, and the consistency of observed behaviors.

Based on the results of this evaluation, the City may then determine whether enhancements to existing crossings or additional pedestrian treatments—such as signage, markings, or other measures—are appropriate. This assessment should consider pedestrian volumes, sight distance, vehicle speeds, and proximity to school access points.

Accessibility Considerations (ADA Coordination)

The field review identified locations with non-compliant curb ramps and gaps in accessible pedestrian circulation within the study area. While these conditions present accessibility challenges, they are not directly associated with the primary operational or safety issues identified in this study.

To improve efficiency and minimize disruption, the City may consider addressing ADA-related improvements in coordination with future pavement, striping, or corridor-level projects, rather than as a standalone effort. This approach would allow accessibility upgrades—such as curb ramp replacement or realignment—to be implemented as part of planned capital improvements within the study area.

7. Next Steps

Based on the findings of this study, the City may consider advancing a combination of near-term improvements, operational coordination efforts, and longer-term study initiatives to address the observed safety and operational conditions within the Las Animas Elementary School area.

In the near term, the City can proceed with implementable signing, striping, and curb management improvements identified in Section 6.1. These measures can be advanced through a coordinated effort, including the proposed conceptual quick-build striping plan for Charles Lux Drive from West 10th Street to Greenfield Drive. This approach would allow the City to address visibility, pedestrian safety, bicycle operations, and roadway organization through a single, cohesive implementation.

In parallel, the City may consider working with Las Animas Elementary School and Gilroy Unified School District (GUSD) to implement near-term operational improvements to pick-up and drop-off circulation, with the goal of reducing reliance on the surrounding street network and minimizing conflicts related to parking, queueing, and pedestrian activity.

For longer-term improvements, the City may consider advancing focused studies and coordination efforts described in Section 6.2, including the Cimino Street corridor evaluation and school-site circulation and access improvements. These efforts may benefit from a coordinated or joint funding approach with GUSD, given the role of school-related circulation in influencing traffic operations within the study area.

Collectively, these actions provide a practical and phased approach to improving safety and operations in the study area, while maintaining consistency with engineering standards and City policies.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Fiscal Year (FY) 2026 Third Quarter Budget and General Fund Forecast Update and Adoption of Resolutions Amending the Budget and Updating the Position Control List**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Finance
Submitted by:	Cindy Murphy, Finance Director
Prepared by:	Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

1. Receive budget update as of the Third Quarter of Fiscal Year 2026 (FY26);
2. Adopt a resolution approving the updated Position Control List for FY26 and FY27;
3. Adopt a budget amendment resolution for FY26 and FY27.
4. Authorize the City Administrator to submit a bid for a Reserve Fire Engine from the Mountain View Fire Department for an amount not to exceed $150,000 and execute all related documents necessary to procure the Reserve Fire Engine if Gilroy's bid is accepted.

EXECUTIVE SUMMARY

This report provides the City Council with a budget update for FY26 as of the end of the third quarter, March 31, 2026. Additionally, staff is bringing for Council consideration and adoption an updated Position Control List and budget amendment resolution for FY26 and FY27.

BACKGROUND

The FY26 and FY27 budgets were adopted on June 2, 2025, as part of the City's biennial budget development process. Activity for FY26 began on July 1, 2025. The

City has now completed three quarters of operations for FY26 and this report provides a financial summary of such activity as compared to the budget for the period of July 1, 2025 through March 31, 2026. Included with the budget adoption was a resolution establishing the Position Control List (PCL) which lists the full-time equivalent positions authorized for the current budget cycle. The PCL was last updated on March 16, 2026, as part of the Second Quarter Budget Status report. Staff is bringing the PCL back to Council in this staff report with the most recent proposed updates, which are discussed within the Analysis section of the staff report.

ANALYSIS

General Fund Revenues

General Fund revenues received through the third quarter of FY26 totaled $46.8 million. This is approximately 63% of the amended budget of $74.9 million. Revenues received up to this point are typically under the 75% fiscal-year mark, especially tax revenues, due to the lag between when the economic transaction occurs and when the City receives those revenues. The table below provides a breakdown of General Fund Revenues by category and a comparison of the actual revenues to the amended budget.

General Fund Revenues by Category (In Millions)	FY26 Amended Budget	FY26 Q3 Actuals	% of Budget
Sales Tax	$ 20.4	$ 12.7	62%
Property Tax	22.9	12.3	54%
Utility User Tax	8.2	4.8	59%
Franchise Tax	2.6	0.8	30%
Transient Occupancy Tax	1.9	1.0	40%
Business License	0.8	0.6	78%
Other Revenues	18.0	14.6	81%
Total	**$ 74.9**	**$ 46.8**	**63%**

Sales Tax

Sales tax is the second largest source of tax revenue for the General Fund. The City receives its sales tax revenue approximately two months after funds are collected by the California Department of Tax and Fee Administration. The FY26 budget for sales tax revenue is $20.4 million, of which $12.7 million (62%) has been received as of March 31, 2026. Based on the latest quarterly sales tax report, the City's sales tax revenue for FY26 is expected to come in slightly above budget.

Property Tax

Property tax is the largest source of tax revenue for the General Fund. Property tax revenues are received at various intervals from Santa Clara County and are not distributed evenly, as tax payments are typically due in November and April of each fiscal year and remitted in installments. The FY26 budget for property tax revenue is $22.9 million, of which $12.3 million (54%) has been received as of March 31, 2026. Much of the annual property tax revenue is received in the second half of the fiscal year, including the annual ERAF payment. At this time, property tax revenue is expected to come in as budgeted.

Utility Users Tax (UUT)

Utility taxes are assessed against the value of energy and telecommunications, such as gas, electricity, steam, cable, and phone charges. The current tax rates are 4.5% for telecommunications and 5% for gas and electricity. The City's UUT revenues are received one month after the revenues are earned. The FY26 budget for utility user tax is $8.2 million, of which $4.8 million (59%) has been received as of March 31, 2026. The majority of the receipts for UUT to date represent revenue through February 2026. At this time, UUT revenues are expected to come in approximately $400,000 under budget. A related budget amendment is included for FY27 as discussed further in this section.

Franchise Tax

Franchise tax revenue is received from three franchise types, including gas and electric, cable TV, and garbage/refuse. The FY26 budget for franchise tax is $2.6 million, of which $0.8 million (30%) has been received as of March 31, 2026, which primarily reflects refuse franchise payments. The larger portion of franchise tax comes from PG&E, which remits payments once a year and is typically received in the fourth quarter of the fiscal year. The cable franchise is remitted on a quarterly basis; thus, the third quarter will be reflected in the FY26 Q4 budget report. At this point, this revenue source is projected to come in line with the budget.

Transient Occupancy Tax (TOT)

Transient Occupancy Tax revenue comes from a 9% tax on hotel room rentals under 30 days, as well as from some of the RV parks in the City. The hotels pay within one month after their quarter ends. The FY26 budget for TOT is $1.9 million, of which $1.0 million (40%) has been received as of March 31, 2026. Payments for the third quarter are expected to be received in April and will be reflected in the next quarterly budget report. It is anticipated that TOT at year-end will be in line with the budget.

Business License

The FY26 budget for Business License fees is $0.8 million, of which $0.6 million (78%)

has been received as of March 31, 2026. The business license revenue is tied to the timing of the annual license renewal and any new business licenses issued, and therefore, it can fluctuate throughout the year.

Other General Fund Revenues

This category comprises departmental service charges, general administration charges, fines and forfeitures, and other intergovernmental revenues. The FY26 budget for this aggregate revenue category is $18.0 million, of which $14.6 million (81%) has been received as of March 31, 2026. At this time, departmental revenues for building permits are expected to come in under budget. A related budget amendment is included for FY26 as discussed further in this section.

General Fund Expenditures

General Fund expenditures through the third quarter of FY26 totaled $59.1 million. This is approximately 75% of the amended budget of $79.2 million. The table below provides a breakdown by department and function comparing the actual expenditures through the third quarter to the amended budget. Generally, the majority of the departments are within or below their expenditure target through the third quarter of the fiscal year. Police and Fire are tracking slightly higher than the target, primarily in overtime costs. For Fire, overtime is related to Strike team activity and is reimbursable. The categories of “Other Transfers” and “Other General Government” are also tracking higher primarily due to one-time transfers to the Section 115 Trusts for Pension and OPEB, approved by Council in October 2025, and to the Capital Infrastructure Reserve Fund, approved by Council in January 2026.

General Fund Expenditures by Department/Function (In Millions)	FY26 Amended Budget	FY26 Q3 Actuals	% of Budget
Administration	$ 4.7	$ 3.3	72%
Recreation Transfer	1.5	1.1	75%
Other Transfers	1.3	1.1	81%
Human Resources	1.9	1.4	75%
Community Development	6.7	4.8	72%
Finance	1.3	0.9	71%
Fire	16.4	12.4	76%
Other General Government	2.8	2.2	80%
Police	32.9	25.5	77%
Public Works	9.8	6.3	64%
Total	**$ 79.2**	**$ 59.1**	**75%**

Non-General Fund Revenues

The City has approximately 60 non-general funds. The revenues and expenditures for these funds are presented in the table below in aggregate, by fund type, along with a brief description of what is included in these categories.

Non-General Fund revenues received as of March 31, 2026, total $61.4 million. This is approximately 59% of the amended budget of $104.8 million. Consistent with prior years, revenues received through the third quarter are under the 75% fiscal-year mark due to the timing of receipts, especially for special revenue and capital/development funds.

Non-General Fund Revenues by Fund Type (In Millions)	FY26 Amended Budget	FY26 Q3 Actuals	% of Budget
Special Revenue	$ 12.1	$ 5.8	48%
Recreation	2.4	1.9	70%
Capital/Development	30.7	9.2	30%
Debt Service	5.1	3.3	65%
Internal Service	17.2	13.7	80%
Sewer	19.5	14.4	74%
Water	17.9	13.2	74%
Total	**$ 104.8**	**$ 61.4**	**59%**

Special Revenues

The primary source of this fund type is intergovernmental funds in the manner of tax sharing or grants from Federal, State, County, and other regional governments. For the City of Gilroy, these Special Revenues provide funding for transportation (Gas Taxes, Vehicle Registration, and Measure B), public safety (Proposition 172 sales tax, Gang Prevention, and regional task forces), and community development (CDBG and housing) among others. The FY26 budget for Special Revenues is $12.1 million, of which $5.8 million (48%) has been received as of March 31, 2026. Many of these revenues are based on quarterly reimbursement claims submitted by staff. Staff is expecting to submit claims for reimbursement for approximately $5.0 million in the fourth quarter. Remaining grants will be included in the mid-cycle "true-up" to be carried over to FY27.

Recreation

The Recreation Fund receives an annual allocation of $1.5 million from the General Fund, in addition to the revenues it generates from charges for services and grants related to recreation programs. The services provided by Recreation are seasonal, with the majority of activity typically occurring during spring and summer. The FY26 budget for Recreation revenue is $2.4 million, of which $1.9 million (70%) has been received

as of March 31, 2026.

Capital/Development Impact Funds

Revenues in the Capital and Development Impact Funds are primarily generated by new development approvals and the required contributions to offset infrastructure impacts. Revenue depends on the size and impact of the development and the timing of the project; therefore, revenue is not evenly distributed throughout the fiscal year. The FY26 budget for Capital/Development Funds revenue is $30.7 million, of which $9.2 million (30%) has been received as of March 31, 2026. Of the $30.7 million in revenue budgeted, $15.0 million is for the Bond Proceeds budgeted for the Gilroy Ice Center in FY26. The majority of the remaining $6.5 million budget is allocated for development-related fees and for grant funded projects such as San Ysidro Healthy Living Enhancements.

Debt Service Funds

Debt Service funds receive their revenue from annual property tax levies and/or via interfund transfers from other funds and are typically aligned with the timing of the debt service payment. The FY26 amounts for the third quarter primarily reflect the interfund transfers. The property tax levies for the Library Bond debt service are received similarly to the General Fund property tax distribution, with the majority of it in the second half of the fiscal year. The FY26 budget for Debt Service Funds revenue is $5.1 million, of which $3.3 million (65%) has been received as of March 31, 2026.

Internal Service Funds

Internal Service Funds (Information Technology, Fleet, Facilities, Equipment Outlay, Worker's Compensation, and Liability Funds) primarily receive their revenue from charges to other departments and other funds within the City. These charges are assessed based on the budget, and it is expected that the full budgeted amount will be received. The FY26 budget for Internal Service Funds revenue is $17.2 million, of which $13.7 million (80%) has been received as of March 31, 2026.

Sewer Fund

The FY26 budget for Sewer revenue is $19.5 million, of which $14.4 million (74%) has been received as of March 31, 2026. The Sewer Enterprise Fund generates its revenue from utility user charges. At this time, it is expected that the revenue will come in at budget.

Water Fund

The FY26 budget for Water revenue is $17.9 million, of which $13.2 million (74%) has been received as of March 31, 2026. Like the Sewer Fund, the Water Fund generates its revenues from utility user charges. At this time, it is expected that the revenue will

come in at budget.

Non-General Fund Expenditures

Non-General Funds expenditures as of March 31, 2026, total $63.6 million, or 42% of the amended budget of $151.7 million. The table below presents the Non-General Fund expenditures by Fund Type.

Non-General Fund Expenditures by Fund Type (In Millions)	FY26 Amended Budget	FY26 Q3 Actuals	% of Budget
Special Revenue	$ 21.1	$ 10.1	48%
Recreation	3.0	1.4	48%
Capital/Development	48.2	7.5	16%
Debt Service	4.9	4.4	90%
Internal Service	23.5	12.9	55%
Sewer	22.8	14.3	63%
Water	28.2	12.9	46%
Total	**$ 151.7**	**$ 63.6**	**42%**

Special Revenues

The primary expenditures in this fund type are for maintenance and capital improvements of roads/sidewalks, followed by grant-related expenditures for the Police and Community Development Department for housing and CDBG. As of March 31, 2026, expenditures are at $10.1 million (48%) of the budgeted amount of $21.1 million. Road and infrastructure capital projects typically begin after the winter/rainy season. Staff expect additional expenditures during the fourth quarter of the fiscal year. However, some capital projects are anticipated to be carried over to FY27 and these projects will be included in the mid-cycle budget report.

Recreation

As of March 31, 2026, expenditures are at $1.4 million (48%) of the budgeted amount of $3.0 million. The services provided by Recreation are seasonal, typically most active during the spring and summer months. Staff expects funds to be encumbered and expenditures to occur in the fourth quarter of the fiscal year.

Capital/Development Impact Funds

As of March 31, 2026, expenditures are at $7.5 million (16%) of the budgeted amount of $48.2 million. The below target spending is primarily in the capital outlay. It is

important to note that $16.5 million of the $48.2 million is attributed to the Gilroy Ice Center project. Many of the budgeted projects are still in early phases, such as bidding or design phases, and the subsequent construction phase, the larger expenditure category, is expected to occur next fiscal year. Some capital projects are anticipated to be carried over to FY27, and these projects will be included in the mid-cycle budget report.

Debt Service Funds

As of March 31, 2026, expenditures are at $4.4 million (90%) of the budgeted amount of $4.9 million. The debt service payments typically include semiannual interest payments and an annual principal payment. These expenses are expected to come in at budgeted levels.

Internal Services Funds

As of March 31, 2026, expenditures are at $12.9 million (55%) of the budgeted amount of $23.5 million. Expenditures related to the City's internal service funds (Information Technology, Fleet, Facilities, Equipment Outlay, Worker's Compensation, and Liability Funds) are expected to come in under budgeted levels, primarily for capital outlay for Las Animas and Chestnut Fire Stations renovations. Staff is preparing the bid packet for these two fire station renovations.

Sewer Fund

As of March 31, 2026, expenditures are at $14.3 million (63%) of the budgeted amount of $22.8 million. Of the $22.8 million budgeted, $5.5 million is allocated to capital outlay, and the remainder is for operations. Of the $14.3 million in expenditure to date, $1.7 million is related to capital outlay, including the acquisition of the Jessup property for the Utilities Department (split 50/50 between water and wastewater), and the remainder, $12.6 million, is attributed to operations.

Water Fund

As of March 31, 2026, expenditures are at $12.9 million (46%) of the budgeted amount of $28.2 million. Of the budgeted $28.2 million, $10.6 million is allocated to capital outlay, and the remainder is for operations. Of the $12.9 million expenditure to date, $2.3 million is related to capital outlay, including the acquisition of the Jessup property for the Utilities Department (split 50/50 between water and wastewater), and the remainder, $10.6 million, is attributed to operations.

Updates to Position Control List

Staff is recommending the following updates to the City's Position Control List, which was originally approved as part of the current biennial budget adoption in June 2025, and is periodically updated as warranted through these quarterly reports:

Solid Waste Implementation Fund (203) - As part of the City's ongoing operations to meet current and upcoming trash control and stormwater permit requirements, the City requires additional dedicated staff and maintenance support for inspections, cleaning, repairs, documentation, and reporting. The Solid Waste Franchise Agreement with South Valley Recology includes an implementation fee to support eligible work, including the **addition of a Management Analyst and two Public Works Maintenance Worker I position**, effective FY27.

Budget Adjustments

Staff is recommending the following budget adjustments:

Fiscal Year 2026:

1. General Fund (100) - Overtime expense is trending over budget by approximately $500,000 for the Police Department's operations division. A related one-time budget amendment is recommended.

2. Recreation Fund (209) - California Youth Community Access Grant in the amount of $83,209 was received by the Recreation Division and is being appropriated for this fiscal year.

3. Fleet Fund (600) - As referenced in the last quarterly report, the City is in need of a more reliable Reserve Engine. The City of Mountain View is preparing to surplus six fire engines and has committed to initially offering them to Santa Clara County Agencies. Staff is seeking approval to increase the appropriation from the previously approved amount of $100,000 to $150,000 as it is anticipated that the bids may be higher than originally anticipated. Further, staff is asking Council to authorize the City Administrator to approve the bid purchase, should it be awarded to Gilroy, within that range, which would otherwise be subject to the City Council approval threshold.

Fiscal Year 2027:

1. General Fund (100)
    a. As mentioned above, UUT revenues are trending under budget and are expected to come in approximately $400,000 lower than budget for FY27. A related adjustment is recommended.
    b. The adopted FY27 budget assumed one of the two hotels to come online in FY27, and related TOT revenue was budgeted. Based on the latest information, hotel development will not materialize in FY27; the assumption has been revised to FY28, so a recommendation to reduce the TOT revenue assumption for FY27 by $400,000 is included.
    c. Charges for services, including Building Permit Fees, are anticipated to

be $450,000 less than budgeted for FY27.

d. Intergovernmental revenue, including Blue Skies Initiative ($50,000) and Jumpstart CalOES Grant ($90,000), is expected to be received in FY27.
e. County fees related to Emergency Medical Dispatch costs are anticipated to be $77,000 more than originally budgeted. Council approved the EMD services agreement in May 2026.
f. County fees related to animal sheltering services are anticipated to be $224,000 more than originally budgeted. Council is recommended to approve a one-year term agreement as part of consent agenda item at the June 15, 2026 City Council meeting.
g. City Administrative revenues related to the oversight of the Recology Implementation Funds are expected to be $83,412 more than budgeted.

2. Solid Waste Implementation Fund (203) - The South Valley Recology Implementation Fees have been expanded to cover the costs associated with three additional positions ($450,000) as well as increased materials and services costs ($345,000). These increased costs will be offset by the increased implementation fees of $795,000 to be received from Recology.

3. Police Grants Fund (225) - The Police department has received a new Department of Justice Bulletproof Vest Grant in the amount of $12,157 which will increase revenues and expenditures.

4. Capital Projects (400) - Public Works Gateway Senior Apartments Pedestrian Walkway project revenues in the amount of $350,000 were received and deferred in 2024, and now construction is expected to begin in the first quarter of FY27. Related grant revenue and expenditure budget adjustments are included for FY27.

5. Street Tree Development (432) - Public Works has identified the need to do some tree planting across the City and is developing a Citywide tree planting project to be funded by Street Tree Impact Fund which has a projected fund balance of $198,000 at the beginning FY27; thus it is recommended that the full balance of the funds be appropriated for the project.

6. Workers Compensation Fund (605) - Insurance premiums are expected to be $37,580 higher than originally budgeted.

7. Liability Insurance Fund (610) - Insurance premiums are expected to be $269,750 higher than originally budgeted.

General Fund Forecast Update

The City Council last received the General Fund Forecast update in March 2026, with the FY26 Q2 budget update. The information and chart that follow present an updated

General Fund forecast that incorporates year-to-date budget amendments approved by the Council for the General Fund and, in addition, incorporates the recommended budget adjustments included in this staff report.

Notable adjustments include the following:

- Revenues:
    - Sales Tax has been updated to use the latest quarterly sales tax report from FY26 through FY31. The current forecast projects sales tax revenue base to be higher by about $0.8 million/year, notably in the County pool allocation. The existing Bradley Burns one percent (1%) allocation continues to project only a nominal year-over-year average growth of about 1.5% over the forecast period.
    - Utility User Tax base has been adjusted down by about $0.4 million beginning in FY27 and onwards.
    - TOT revenue has been adjusted to assume the new hotel coming online in FY28 vs. FY27, a $400,000 one-time adjustment for FY27. The second hotel was previously assumed to come online in FY28, and is now assumed to come online in FY29.
    - Building Permit revenue base has been adjusted down by about $0.5 million beginning in FY27 and onwards.

- Expenditures:
    - County Emergency Medical Dispatch - In April 2026, the Council approved the services agreement with the County to provide Emergency Medical Dispatch. Due to recent changes in the County's cost allocation and cost recovery, service costs have increased significantly. There is a related fiscal impact of about $77,000 for FY27, increasing to $234,000 beginning in FY28 and onward.
    - County Animal Shelter Services - The City currently obtains animal sheltering services from the County, and similarly, the cost of services has increased, and there is a related fiscal impact of about $224,000 in FY27 and onwards. Included on the same meeting agenda is a consent approval of a one-year services agreement with the County for animal shelter services.
    - Overtime related to Police Patrol - The Police Department's operations division is experiencing increased overtime utilization for increased service demands, and to cover vacancies and disabilities, thus a one-time overtime budget increase is recommended for the current fiscal year of $500,000.
    - Code Enforcement positions - In the current adopted biennial budget, Council authorized two limited-term Code Enforcement positions through FY27. Staff are recommending and have assumed both of those positions to become permanent from FY28 onwards in the

forecast.

- Section 115 Trust Leverage - As a last step of the forecast adjustment, staff have readjusted the drawdown amounts from the Section 115 Pension Trust to structurally balance the forecast after the aforementioned revenue and expenditure impacts. Further, the table now shows the operating margins before and after the drawdown.

General Fund Forecast (In Millions)	Amended FY26	Amended FY27	Forecast FY28	Forecast FY29	Forecast FY30	Forecast FY31
Beginning Fund Balance	$ 31.3	$ 26.0	$ 23.0	$ 23.0	$ 23.0	$ 23.0
Add: Revenues	74.5	76.4	78.3	81.2	83.9	86.5
Less: Expenditures	(74.6)	(77.8)	(80.5)	(83.5)	(85.3)	(87.7)
Operating Margin	*(0.1)*	*(1.4)*	*(2.2)*	*(2.3)*	*(1.4)*	*(1.2)*
*Drawdown from Section 115 Pension Trust**	*-*	*-*	*2.2*	*2.3*	*1.4*	*1.0*
Operating Margin after drawdown	*(0.1)*	*(1.4)*	*-*	*-*	*-*	*(0.2)*
One-time Use of Fund Balance	*(5.2)*	*(1.6)*	-	-	-	-
Ending Fund Balance (after one-time use)	*$ 26.0*	*$ 23.0*	*$ 23.0*	*$ 23.0*	*$ 23.0*	*$ 22.8*
Fund Balance as a % (min 30% per CC policy)	*33%*	*29%*	*29%*	*28%*	*27%*	*26%*

* Projected balance in the Pension Trust at beginning of FY28 = $6.9 million

Staff has updated the General Fund forecast format to show the operating margin both before and after the projected drawdowns from the Section 115 Pension Trust to better illustrate the fiscal impact. As a result of the aforementioned adjustments, the forecast now indicates a slightly negative operating margin (before pension trust drawdowns) of $0.1 million for FY26 and a negative operating margin of about $1.4 million for FY27. For the forecast years, the operating margin (before pension trust drawdown) ranges from negative $2.2 million in FY28 to negative $1.2 million in FY31. The forecast assumes leveraging the Pension Trust to offset negative operating margins from FY28 through FY31. The Pension Trust is projected to have approximately $6.9 million by the beginning of FY28.

Further, the forecast projects that the General Fund will fall below the Council's 30% fund balance policy by the end of FY27 and remain below it throughout the forecast period. Staff is not recommending any adjustments at this time, as the General Fund typically has year-end savings that could be used to address FY27 fund balance, therefore any recommendations to adjust will be brought forward with the FY26 year-end report. Nonetheless, it is evident that adjustments will be required as part of the upcoming biennial budget development to ensure the General Fund balance meets the required policy for future fiscal years.

The current biennial budget and work plan include a citywide comprehensive user fee study to ensure the City's cost-recovery fees reflect the actual cost of providing the service. The study will be conducted in FY27. In addition, service delivery models will require evaluation to identify opportunities for operational and financial efficiencies.

Key Future Fiscal Considerations

There are several items that staff are continuing to monitor, which may impact the General Fund forecast as well as other funds, but are not yet fully reflected in the forecast. These items will be evaluated and brought back to Council with recommendations as warranted through future budget updates, including:

- **County Service Costs** – the City currently contracts with Santa Clara County for several services including emergency medical dispatching (EMD), hazardous waste, weed abatement, crime lab, and other technology-related systems. Over the last few years, the County has updated its internal cost allocation methodology, which has led to significant cost increases for services it provides to various municipalities in the region, including Gilroy. Staff is continuing to evaluate potential alternative service delivery models for some of the higher-cost services but will be financially impacted in the interim. Staff has included some of the known impacts with this report, for example, EMD and animal shelter services, and will continue to monitor potential impacts to other services the City obtains through the County.
- **Transient Occupancy Tax (TOT) -** TOT Revenue is trending down overall. For FY26, staff anticipate meeting the budget due to additional collections resulting from the audits. Excluding the audit results, TOT revenue would be approximately $1.7 million at year-end, $200,000 below the budgeted amount.
- **Public Facilities Impact Fund (440) –** the developer impact funds related to the Public Facilities Impact Fund are trending lower than anticipated, primarily due to the timing of receipts. We anticipate that this fund will experience a deficit of approximately $1,200,000 by year-end. We will return to Council at year-end with final amounts, which will necessitate a temporary interfund loan. Staff is also commencing a review of all the developer impact fees in the upcoming fiscal year.
- **CalPERS Investment Rate of Return for FY26** — CalPERS is expected to report the preliminary investment rate of return for its FY26 at the end of July. Current trends indicate CalPERS will meet or exceed its target rate of return of 6.8%. For example, as of March 31, 2026, CalPERS had a fiscal year-to-date return of 7.9%. Should CalPERS exceed its target, it is projected to have a positive impact to the City's unfunded accrued liability and further reduce the related payments in future fiscal years.

ALTERNATIVES

There are no recommended alternatives to receiving the Budget Report for the third quarter of FY26. The City Council could elect not to approve any single, or all the budget adjustments requested as well as the proposed changes to the Position Control, however staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impacts are discussed in the Analysis section of the report in detail, and the impacts of preparing the quarterly reports are a workplan item included in the Finance Department and accommodated within existing resources. The recommended budget adjustments are included with the resolution for Council adoption.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. Draft Resolution - Position Control FY26 and FY27
2. Draft Resolution - FY26 and FY27 Q3 Budget Amendments

RESOLUTION NO. 2026-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING THE AUTHORIZED POSITION CONTROL LIST FOR THE CITY OF GILROY FOR FISCAL YEARS 2025-2026 AND 2026-2027

WHEREAS, the business operations of the City of Gilroy are conducted by hired professional staff; and

WHEREAS, the City of Gilroy is committed to delivering services to our residents; and

WHEREAS, the delivery of services is effectuated by providing adequate and appropriate staffing levels to carry out the business of the City.

NOW, THEREFORE, BE IT RESOLVED that the number and classifications of regular full-time positions in which persons may be employed by the City of Gilroy during Fiscal Years 2025-2026 and 2026-2027 is hereby amended and shall be as set forth in the attached position control list, incorporated herein by reference.

BE IT FURTHER RESOLVED that a change in the position control list shall only be accomplished by resolution of the City Council of the City of Gilroy.

PASSED AND ADOPTED at a Regular Meeting of the City Council this 15th day of June 2026 by the following vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

POSITION CONTROL LIST

The table below shows the number of full-time positions by Department included in the FY26 and FY27 Adopted Budgets. This table does not include the seven positions for Mayor and Council members.

DEPARTMENT	FY24 Amended	FY25 Amended	FY26 Amended	FY27 Amended
ADMINISTRATION	**15**	**15**	**16**	**16**
Assistant City Administrator	0	0	1	1
Assistant to the City Administrator	1	1	0	0
City Administrator	1	1	1	1
City Clerk	1	1	1	1
Community Coordinator	1	1	0	0
Communication and Engagement Manager	1	1	1	1
Community Engagement Coordinator	1	1	1	1
Community Resilience Coordinator	1	1	1	1
Economic Development Director	0	0	1	1
Economic Development Manager	1	1	1	1
Emergency Services & Volunteer Coordinator	1	1	1	1
Management Analyst	1	1	1	1
Management Assistant	1	1	2	2
Office Assistant I/II	1	1	1	1
Recreation Coordinator	1	1	1	1
Recreation Manager	1	1	1	1
Recreation Supervisor	1	1	1	1
ADMINISTRATIVE SERVICES	**14**	**14**	**14**	**14**
Administrative Services & Human Resources Director/Risk Manager	1	1	1	1
Custodian	1	1	1	1
Equipment Mechanic	2	2	2	2
Facilities Maintenance Specialist	2	2	2	2
Facilities and Fleet Superintendent	1	1	1	1
Human Resources Analyst	2	2	2	2
Human Resources & Risk Management Technician I	0	0	1	1
Human Resources Technician II	1	1	1	1
Management Assistant	2	2	1	1
Senior Equipment Mechanic	1	1	1	1
Senior Facilities Maintenance Specialist	1	1	1	1
COMMUNITY DEVELOPMENT	**26**	**27**	**29**	**29**
Building Inspector I/II	3	3	3	3
Building Official	1	1	1	1
Code Enforcement Officer	2	2	4	4
Community Development Director	1	1	1	1
Deputy Director of Community Development	0	1	1	1
Deputy Fire Marshal/Haz Mat Supervisor	1	0	0	0
Fire Marshal	0	1	1	1
Hazardous Materials Inspector I/II	2	2	2	2
HCD Technician	1	0	0	0
Housing and Community Services Coordinator	0	1	1	1
Housing and Community Services Manager	1	1	1	1
Management Analyst	1	1	0	0
Management Assistant	1	1	1	1
Office Assistant I/II	1	1	1	1
Permit Technician	3	3	3	3

DEPARTMENT	FY24 Amended	FY25 Amended	FY26 Amended	FY27 Amended
Planner I/II	2	2	2	2
Planning Technician	1	1	1	1
Planning Manager	1	1	1	1
Supervising Code Enforcement Officer	1	1	1	1
Senior Hazardous Materials Inspector	1	1	1	1
Senior Management Analyst	0	0	1	1
Senior Planner	2	2	2	2
FINANCE	**21**	**21**	**22**	**22**
Accountant	2	2	2	2
Accounting Assistant I/II	7	7	8	8
Accounting Technician - Payroll	1	1	1	1
Finance Director	1	1	1	1
Finance Manager	2	2	2	2
Financial Analyst	1	1	1	1
Geographic Information Systems Analyst	1	1	1	1
IT Applications Analyst	1	1	1	1
IT Manager	1	1	1	1
IT Technician I/II	1	1	1	1
Network Administrator	1	1	1	1
Public Safety Systems Administrator	1	1	1	1
Supervising Accounting Technician	1	1	1	1
FIRE	**44**	**46**	**47**	**47**
Fire Administration Technician	1	1	1	1
Fire Captain	10	10	12	12
Fire Chief	1	1	1	1
Fire Division Chief	3	3	4	4
Fire Engineer	9	9	9	12
Firefighter I/II	19	21	19	16
Management Analyst	1	1	1	1
POLICE	**104**	**107**	**108**	**108**
Community Coordinator	0	0	1	1
Community Engagement Coordinator	1	1	1	1
Community Services Officer	4	4	4	4
Police Crime Analyst	1	1	1	1
Detention Services Officer	5	5	5	5
Management Analyst	1	1	1	1
Management Assistant	1	1	1	1
Office Assistant I/II	1	1	1	1
Police Captain	3	3	3	3
Police Chief	1	1	1	1
Police Corporal	8	9	9	9
Police Officer	44	45	45	45
Police Records Technician I/II	6	6	6	6
Police Sergeant	11	11	11	11
Property and Evidence Technician	1	1	1	1
Public Safety Communications Supervisor	1	1	1	1
Public Safety Communicator	13	14	14	14
Police Records Supervisor	1	1	1	1
Youth Task Force Coordinator	1	1	1	1

DEPARTMENT	FY24 Amended	FY25 Amended	FY26 Amended	FY27 Amended
PUBLIC WORKS	**31**	**32**	**32**	**35**
City Engineer/Transportation Engineer	1	1	1	1
Deputy Director of Public Works	1	1	1	1
Engineer I/II	5	5	5	5
Engineering Technician/Inspector I/II/III	3	3	3	3
Environmental Programs Manager	1	1	1	1
Maintenance Worker I/II	10	10	10	12
Management Analyst	2	2	2	3
Management Assistant	1	1	1	1
Operations Services Supervisor	2	2	2	2
Project Manager	0	1	1	1
Public Works Director	1	1	1	1
Senior Civil Engineer	2	2	2	2
Senior Maintenance Worker	2	2	2	2
UTILITIES	**27**	**29**	**31**	**31**
Utilities Director	1	1	1	1
Utilities Operations Manager	0	1	1	1
Business Manager	1	1	1	1
Engineer I/II	2	1	1	1
Environmental Engineer	1	1	1	1
Maintenance Worker I/II	15	15	14	14
Management Analyst	1	1	1	1
Management Assistant	0	0	1	1
Office Assistant I/II	1	1	0	0
Operations Services Supervisor	1	2	1	1
Senior Civil Engineer	0	1	1	1
Senior Environmental Engineer	1	1	1	1
Senior Maintenance Worker	3	3	3	3
Water Operator	0	0	2	2
Water Quality Specialist	0	0	1	1
Water Systems Superintendent	0	0	1	1
TOTAL FULL-TIME PERSONNEL	**282**	**291**	**299**	**302**

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE FISCAL YEAR 2025-26 AND 2026-27 BUDGET FOR THE CITY OF GILROY

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2026 and 2027, and the City Council carefully examined, considered and adopted the same on June 2, 2025; and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2026 and Fiscal Year 2027 for the City of Gilroy in the staff report dated June 15, 2026, for Fiscal Year 2026 Quarterly Budget Update, and adopting resolutions updating the position control list and amending the budget; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendments.

NOW, THEREFORE, BE IT RESOLVED that appropriations to the expenditure and revenue accounts for Fiscal Year 2026 and Fiscal Year 2027 are hereby increased or decreased as indicated in Exhibit A, attached to this resolution in the respective funds.

PASSED AND ADOPTED this 15th day of June 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

Exhibit A

Item #	Department	Description	Fiscal Yea	Fund	Revenue Adjustme	Expenditure Adjustme
1	Administration	Jumpstart Cal OES Grant	2027	100 - General Fund	$ 90,000	$ -
2	Community Development	Building Permit Fees	2027	100 - General Fund	(450,000)	-
3	Community Development	Blue Skies Initiative	2027	100 - General Fund	50,000	-
4	Finance	Transient Occupancy Tax	2027	100 - General Fund	(400,000)	
5	Finance	Utilities User Tax	2027	100 - General Fund	(400,000)	-
6	Fire	County Emergency Medical Dispatch	2027	100 - General Fund	-	77,000
7	Police	County Animal Sheltering Services	2027	100 - General Fund		224,000
8	Police	Overtime	2026	100 - General Fund	-	500,000
9	Public Works	Recology Implementation Funds City Fees	2027	100 - General Fund	83,412	-
10	Public Works	Recology Implementation Funds	2027	203 - Solid Waste Management	795,000	-
11	Public Works	Environmental Program costs	2027	203 - Solid Waste Management	-	345,000
12	Public Works	Environmental Program Positions - One Management Analyst and Two Maintenance Worker	2027	203 - Solid Waste Management	-	450,000
13	Police	DOJ Bulletproof Vest Grant	2027	225 - Police Grants Fund	12,157	12,157
14	Administration	California Youth Community Access Program	2026	290 - Community Recreation	83,209	83,209
15	Public Works	Gateway Sr Apt Pedestrian (800730)	2027	400 - Capital Projects	350,000	350,000
16	Public Works	Citywide Tree planting project	2027	420 - Street Tree Development	-	198,000
17	Public Works/Fleet	Reserve Fire Engine	2026	600 - Fleet Fund	-	50,000
18	Administrative Services	FY27 LAWCX premium increase	2027	605 - Workers Compensation	-	37,580
19	Administrative Services	FY27 Risk pool	2027	610 - Liability Insurance	-	269,750

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Introduction and Adoption of an Urgency Ordinance Amending Chapter 8B of the Gilroy City Code Relating to Voluntary Campaign Expenditure Ceilings**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Administration
Submitted by:	Harjot Sangha, Assistant City Administrator
Prepared by:	Harjot Sangha, Assistant City Administrator

STRATEGIC PLAN GOALS:

RECOMMENDATION

1. Introduce the ordinance by title only and waive the further reading; and

2. Adopt an urgency ordinance amending Chapter 8B of the Gilroy City Code relating to the voluntary campaign expenditure ceiling and making the finding that immediate implementation of the amendments is necessary to provide certainty to candidates and committees participating in the upcoming 2026 election cycle and to promote orderly election administration.

BACKGROUND

Chapter 8B of the Gilroy City Code establishes local campaign finance regulations, including contribution limits and voluntary expenditure ceilings. Following the City's transition to district-based elections, Council directed staff to evaluate whether the City's contribution limits and existing voluntary expenditure ceiling should be modified to better reflect district-level campaigns while maintaining simplicity and administrative efficiency.

ANALYSIS

On June 1, 2026, the City Council reviewed campaign finance laws and provided

direction to amend Chapter 8B of the Gilroy City Code. Specifically, Council directed staff to maintain the City's existing campaign contribution limit of $750 per election while modifying the voluntary campaign expenditure ceiling structure to reflect the City's district-based election system. The proposed ordinance establishes a voluntary expenditure ceiling of $25,000 for candidates seeking election to a district City Council seat, retains the existing citywide $1-per-resident voluntary expenditure ceiling for mayoral candidates, and provides for biennial Consumer Price Index adjustments to the district expenditure ceiling.

It is important to note that, per the City Charter, adoption of an urgency/emergency ordinance requires five affirmative votes from the City Council.

ALTERNATIVES

N/A.

FISCAL IMPACT/FUNDING SOURCE

Nominal impact for legal review and advertising costs is incurred and will be accommodated within existing budgetary appropriations.

PUBLIC OUTREACH

The subject has been included in the adopted biennial budget as a workplan item and in the publicly noticed City Council meeting agendas. Pending Council approval, staff will incorporate the revised limits into the candidate guide and make it available on the City’s website for potential candidates seeking to run for the office.

NEXT STEPS

If adopted, the ordinance shall become effective immediately as an urgency ordinance.

Attachments:

1. Ordinance

ORDINANCE NO.2026-xx

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING CHAPTER 8B OF THE GILROY CITY CODE RELATING TO VOLUNTARY CAMPAIGN EXPENDITURE CEILING

WHEREAS, the Political Reform Act of 1974 (the "Act") set forth in California Government Code section 81000 et. seq. governs the conduct of campaigns, and sections 81013 and 85703 grant local agencies the power to enact certain ordinances that govern the financing of local elections so long as the requirements do not interfere with a person's compliance with the Act; and

WHEREAS, monetary contributions and expenditures relating to political campaigns are a legitimate form of participation in the American political process, but large contributions and expenditures may have an undue influence on candidates or create the appearance of undue influence in the political process, and regulations are needed to prevent such undue influence; and

WHEREAS, Chapter 8B of the Gilroy City Code currently sets forth a monetary voluntary expenditure ceiling that a candidate may agree to, which ceiling is based upon the entire City population;

WHEREAS, the City of Gilroy adopted ordinance 2025-04 to establish the election of members of the City Council by six districts; and

WHEREAS, the election for the office of Mayor continues to remain an at-large election; and

WHEREAS, on June 1, 2026, the City Council reviewed the City's campaign finance regulations and directed amendments to the City's voluntary campaign expenditure ceiling provisions; and

WHEREAS, the City Council finds that immediate implementation of these amendments is necessary to provide certainty to candidates and committees participating in the upcoming 2026 election cycle and to promote orderly election administration; and

WHEREAS, the subject ordinance amendment is covered under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines as an activity that can be seen with certainty to have no possibility for causing a significant effect on the environment

WHEREAS, this ordinance is adopted pursuant to the City's police powers and applicable provisions of the Political Reform Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

1) **SECTION 1. AMENDMENT OF SECTION 8B.4(a)**

Gilroy City Code Section 8B.4(a) governing voluntary expenditure ceiling is hereby amended to read as follows:

a) The city council does hereby establish a voluntary campaign expenditure ceiling as follows:

i) **City Council District Elections**. A candidate for the office of City Councilmember and for any and all controlled committees of such candidate, who voluntarily agrees to a campaign expenditure ceiling, shall not make qualified expenditures exceeding Twenty-Five Thousand Dollars ($25,000) per election. Should a candidate who has elected to comply with the voluntary campaign expenditure ceiling exceed that ceiling, he/she shall immediately notify all opponents and the city clerk by telephone and confirm the same in writing the day that such expenditure ceiling is exceeded.

ii) **Biennial Adjustment.** Beginning in January 2028, the City Clerk shall, in even-numbered years, adjust the expenditure ceiling amount established in subsection (i) based solely upon the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco-Oakland-Hayward Area, or successor index. The adjustment called for by this section shall be the cost-of-living adjustment (COLA) computed by reference to the CPI as indexed from a base year that commences in October 2025. (By way of example, in January 2028, the City Clerk will adjust the voluntary expenditure ceiling amounts by determining the increase in CPI from October 2025 to October 2027). The adjustment to the voluntary expenditure limit shall be adopted by the City Council by resolution. The adjusted amount shall be rounded to the nearest one hundred dollars ($100).

iii) **Mayoral Elections**. A candidate for the office of Mayor and for any and all controlled committees of such candidate, who voluntarily agrees to a campaign expenditure ceiling, shall not make qualified expenditures exceeding one dollar ($1.00) multiplied by the population of the City of Gilroy as established by the most recent annual population estimate published by the California Department of Finance and as acknowledged by the City Council by resolution.

2) **SECTION 2. REMAINING PROVISIONS UNCHANGED**

Except as specifically amended by this ordinance, all other provisions of Chapter 8B of the Gilroy City Code shall remain in full force and effect. All references in other provisions of the Gilroy City Code to Chapter 8B or to the election campaign finance shall continue to apply to Chapter 8B as amended by this ordinance.

3) **SECTION 2. SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

4) **SECTION 3. URGENCY FINDINGS**

The City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare because immediate implementation is required to provide certainty to candidates, committees, election officials, and the public regarding applicable campaign finance rules for the upcoming election cycle and to ensure orderly administration of municipal elections. Accordingly, this ordinance will go into effect immediately as an urgency ordinance under state law and an emergency ordinance under Gilroy Charter Sections 602 and 608(d). As a fully separate basis upon which the ordinance will go into effect immediately, this ordinance is also an "ordinance calling or otherwise relating to an election" within the meaning of Gilroy Charter Section 602(a).

5) **SECTION 4. EFFECTIVE DATE**

This ordinance shall take effect immediately upon adoption pursuant to the urgency ordinance provisions of applicable law and the City Charter.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Gilroy on the 15th day of June 2026, by the following vote:

AYES:	**COUNCIL MEMBERS:**
NOES:	**COUNCIL MEMBERS:**
ABSTAIN:	**COUNCIL MEMBERS:**
ABSENT:	**COUNCIL MEMBERS:**

APPROVED:

_____

Greg Bozzo, Mayor

ATTEST:

_____

Kim Mancera, City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Consideration of Options for Amending the Architectural and Site Review Permit Process (FAIR Memo – Marques and Ramirez)**
Meeting Date:	June 15, 2026
From:	Matt Morley, City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Michael Fossati, Planning Manager Sharon Goei, Community Development Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Direct staff to enhance public outreach and initiate the process to amend the Gilroy Zoning Code to require Planning Commission review and approval for development projects that require an Environmental Impact Report and have significant and unavoidable impact(s).

EXECUTIVE SUMMARY

In January 2026, Councilmembers Carol Marques and Kelly Ramirez submitted a Future Agenda Item Request (FAIR) Memo requesting staff to review the Architectural and Site Review Permit process and propose ways to increase public engagement. See Attachment 1. In March 2026, after staff presented a brief report providing the current Architectural and Site Review Permit process and initial considerations, the City Council directed staff to return with options. This staff report outlines options for City Council consideration and recommends implementation of Options 1 and 2.

BACKGROUND

On January 25, 2026, Councilmembers Kelly Ramirez and Carol Marques submitted a FAIR Memo to the City Administrator requesting a review of the Architectural and Site

Review Permit process. This request was prompted by community concerns about the Gilroy Data Center in an industrially zoned area.

The Gilroy Data Center site has been designated General Industrial in the General Plan and zoning designation, and has been for many years, so no General Plan amendment or rezoning was required to allow the proposed use. Since the applicant did not propose a subdivision, a Tentative Map was not required. Therefore, the only discretionary City approval necessary was an Architectural and Site Review Permit. Furthermore, if the application addresses and adequately meets the requirements of the Zoning Code, the project should be approved. The decision to grant, deny, or condition an Architectural and Site Review permit is an administrative determination and does not require a hearing or public notice.

The City Council requested that staff present options regarding which applications may be appropriate to require public hearings and which decision-making body — staff, Planning Commission, or City Council — may be appropriate to conduct them, to ensure residents have a meaningful opportunity to participate. On March 16, 2026, after staff presented a brief report providing the current Architectural and Site Review Permit process and initial considerations, the City Council directed staff to return with options for consideration. This staff report fulfills that directive.

ANALYSIS

Current Architectural and Site Review Permits

Under Gilroy Zoning Code Section 30.50.40 (see Attachment 2), the intent of Architectural and Site Review is to "*maintain or improve the character and integrity of a neighborhood or area by promoting excellence in development, preventing undue traffic hazards or congestion, and encouraging the most appropriate development and use of land in harmony with the surrounding environment and in accordance with the general plan."* An Architectural and Site Review Permit is required to construct, install, or significantly remodel a structure in an industrial, commercial, professional office, public facilities, or open space zoning district. An Architectural and Site Review Permit is also used for new, single-family and multifamily residential development. Between 2015 and 2025, the City of Gilroy processed an average of 30 Architectural and Site Review Permits annually.

The City has administratively approved several large-scale Architectural and Site Review Permits in accordance with the Zoning Code, without public notice or hearings, including the following:

- Performance Food Group at 5480 Monterey Road: a 347,651 square foot industrial building.

- McCarthy Industrial Buildings at 6500, 6503, 6601 Cameron Blvd. and 901–1001 Venture Way: one 183,600 square foot industrial building and one 198,965

square foot industrial building, totaling 382,565 square feet.

- Gilroy Data Center by Amazon Web Services: a facility with two data center buildings at 218,000 square feet each and a 2,500 square foot security building, totaling 438,500 square feet. The Zoning Code does not define or classify “data centers” as a separate land use. Therefore, data center projects are reviewed under the same Architectural and Site Review process as general industrial developments.

Current Noticing Protocol

Staff currently supports community engagement by providing information through several channels. On the City’s website, staff maintains an online current planning and development project list, which is a project log of planning applications currently under review. Since 2023, staff has been creating webpages for projects of interest, showing project description, location, and status, along with a site plan and/or rendering.

Decision Making and Appeals

Zoning Code Section 30.50.41 assigns review and decision-making authority for Architectural and Site Review Permit applications to the Community Development Director or their designee. A public hearing and review by the Planning Commission or City Council is required in clearly-defined situations, as shown in the table on the following page. Decisions by staff may be appealed to the Planning Commission and those of the Planning Commission to the City Council. Anybody may file an appeal and appeals are subject to a City appeal fee.

Current Architectural and Site Review Approval Authority

Application Type	Administrative Staff Approval	Planning Commission Approval	City Council Approval	Public Hearing
Architectural and Site Review Permit (unless indicated below)	Decision	Appeal	Appeal	No (unless appealed)
Architectural and Site Review Permit for Accessory Structure over 12-feet high or two-stories		Decision	Appeal	Yes
Architectural and Site Review Permit on Historic Site or Historic Neighborhood		Decision	Appeal	Yes
Architectural and Site Review Permit within the Murray / Las Animas Overlay District		Decision	Appeal	Yes
Architectural and Site Review Permit with another entitlement that requires public hearing (e.g. Planned Unit Development)		Recommend	Decision	Yes
Architectural and Site Review Permit with another entitlement that requires public hearing (e.g. Tentative Map)		Recommend	Decision	Yes

OPTIONS

The staff recommendation includes implementation of two options for City Council consideration, each with outlined pros and cons. The Council may wish to approve the staff recommendation or modify it based on the included information.

Option 1: Increase Public Outreach upon Architectural and Site Review Permit Completeness, which includes Enhanced Public Notification and Applicant-Led Neighborhood Noticing and Community Meeting Implementation

Under this option, the City would enhance public notification through several methods. Upon receipt of a complete Architectural and Site Review Permit application, staff would:

- Update the City's online development project list to provide current information

on projects.

- Continue to create a webpage for large non-residential and multi-family residential projects with information on the project description, approval points, and opportunities for appeal of project approval.

- Add another public outreach component by including the project in the weekly email newsletter (i.e. Email Express) to provide early notice to the community.

- Establish a policy requiring applicants to notify nearby property owners and residents when an application for an Architectural and Site Review Permit is deemed complete. The policy would follow current noticing procedures for projects requiring public hearings, except the notice need not be published in the local newspaper.

- Require applicants to mail notices and host a community meeting. The community meeting would provide a forum for the applicant to present the project, respond to questions, and gather feedback prior to a formal decision. These policies would be codified through a Zoning Code amendment.

- Require applicants to document community engagement efforts and submit to staff for inclusion in the project file to support transparency and potential appeals.

This option would moderately increase project costs, processing time, and staff oversight. Applicants would be responsible for costs related to noticing and community meetings. Standardized procedures and templates would promote consistency and reduce administrative burden.

Option 1 Pros and Cons

Pros	Cons
• Increases community awareness and transparency in the review of large-scale or impactful projects without fundamentally altering the approval process. • Allows applicant to directly engage with community members to explain the project details and address concerns in real time, potentially improving project design and community acceptance. • Reduces the City's direct staff costs for noticing and meeting administration by placing the responsibility on the applicant. • Preserves some certainty, in comparison to public hearings, for prospective developers considering investment in Gilroy.	• Increases costs and processing time relative to current procedures, potentially affecting the City's competitiveness for attracting industrial and commercial development. • May lead to inconsistencies in the quality and effectiveness of community meetings and community experiences across projects, depending on the applicant's approach. • Staff oversight is necessary to ensure compliance, which may increase administrative complexity. • Quality of applicant-led community meetings may vary, even with standardized requirements.

Option 2: Establish CEQA Thresholds for Planning Commission Review and Approval

The option would amend the Zoning Code to require Planning Commission review and approval for Architectural and Site Review Permit applications for projects that require an Environmental Impact Report (EIR) and would result in one or more significant and unavoidable impacts under CEQA.

All other Architectural and Site Review Permit applications would continue to be reviewed administratively by the Community Development Director or their designee. Decisions by staff may be appealed to the Planning Commission and those of the Planning Commission to the City Council.

This approach limits discretionary public hearing review to the most environmentally consequential projects, while maintaining a faster and more predictable administrative review process for all other development proposals. Administrative review is generally more efficient and less costly for applicants, whereas projects with significant and unavoidable impacts warrant a higher level of public review and decision-making.

Adoption of this approach would increase staff time and processing costs for the limited number of projects subject to Planning Commission review because those applications would require public hearing scheduling, agenda management, and additional administrative support.

Option 2 Pros and Cons

Pros	Cons
• Maintains administrative, streamlined process for Architectural and Site Permit Review projects that do not require an EIR. • Applies uniformly to all projects that have significant and unavoidable impacts within the EIR. • CEQA threshold allows City to reserve Planning Commission time and public hearing resources for projects with environmentally significant and unavoidable impacts. • Elevating projects with statements of overriding considerations to Planning Commission aligns the level of review with their environmental significance.	• Projects that may be locally visible or controversial but do not trigger an EIR with significant and unavoidable impacts would be decided administratively, offering fewer opportunities for neighbors to participate through a Planning Commission hearing, unless the project is appealed. • Could create uncertainty for prospective developers considering investment in Gilroy. As a result, the City's ability to attract industrial and commercial development could be affected. • CEQA threshold may create a potential barrier to market-rate housing production and economic development due to the addition of the public hearing step.

Option 3: Propose Other Options

Option 3 allows the City Council to direct staff accordingly. This option may or may not require a Zoning Code amendment.

ALTERNATIVES

City Council may:

- Select staff's recommendation or one of the options presented above and direct staff to proceed accordingly.
- Propose other options.
- Take no action.

FISCAL IMPACT/FUNDING SOURCE

If City Council accepts the staff recommendation, staff would perform a Zoning Code amendment, which would mainly involve staff time for research, ordinance and report preparation, public hearings, and legal review from the City Attorney. The funding source for the Zoning Code amendment is the General Fund.

For long-term fiscal impact, fee schedule adjustments for application/permit fees will be necessary to offset additional staff time. Implementing the staff recommendation would increase costs and project processing time for applicants, ranging from a few to several months.

PUBLIC OUTREACH

Implementing the staff recommendation would require a duly noticed public hearing before the Planning Commission and City Council pursuant to Gilroy Zoning Code requirements and applicable provisions of Government Code Section 65853.

NEXT STEPS

If City Council accepts the staff recommendation, staff would draft Zoning Code amendment language as directed, schedule a public hearing before the Planning Commission, and then return to City Council for adoption.

ATTACHMENTS

1. FAIR Memo (Councilmembers Ramirez and Marques, January 25, 2026)
2. Gilroy Zoning Code Section 30.50.40 – 47 Architectural and Site Review

January 25, 2026
Fair Memo: Review the City Zoning Code, Section 30.50.1.

Given the recent public concerns regarding the AWS data center that was approved by city staff, Councilmember Marques and I feel it is worth bringing up for review the Zoning Code that allows the Planning Director to approve an Architectural and Site Permit of a project without a public hearing.

In the case of the AWS Data Center, because the site has been designated as Industrial in the General Plan and zoned Industrial for many years, no general plan or rezoning was required. Nor, since the applicant was not planning to subdivide, was there a Tentative Map approval required. Thus, for this particular project, the only necessary discretionary City approval required was the Architecture and Site Review Permit.

This is due to a provision of the City Zoning Code that has been in place for many years. Section 30.50.41 of the Zoning Code provides that a project to build new structures in an industrial zone requires an Architecture and Site Review Permit. That permit is granted or denied by the Planning Director, with appeal to the Planning Commission (per GCC section 30.50.47.

We would like to propose for consideration, asking that staff be directed to return to council with options as to what hearings should be appropriate for certain application, and by which body (i.e., staff, Planning Commission, or City Council) to allow residents the opportunity to be engaged in the process.

We request that this be agendized for a council meeting in March, 2026.

Submitted by Councilmembers Kelly Ramirez and Carol Marques

Financial impacts to publicize findings/mitigations and holding public hearings will be determined by staff.

30.50.40 Architectural and site review.

The intent of architectural and site approval is to maintain or improve the character and integrity of a neighborhood or area by promoting excellence in development, preventing undue traffic hazards or congestion, and encouraging the most appropriate development and use of land in harmony with the surrounding environment and in accordance with the general plan. (Ord. No. 2016-03, § 1, 3-7-16)

30.50.41 Review.

(a) Architectural and Site Review Permits. The community development director or designee shall review and decide applications for architectural and site approval, and shall be bound by any uniform standards adopted by the city council or planning commission relating to the intent, scope or review of architectural and site approval requirements. The community development director or designee shall review and may issue architectural and site approval for the following uses:

(1) Construction, installation, or major remodeling of structures in an industrial, commercial, professional office, public facilities or open space zone. Installation includes the location of trailers and mobile units on a site, unless such structures are temporary in nature in compliance with Article XLVII, Temporary Uses. Major remodeling includes building additions, as well as alterations within any twelve (12) month period exceeding fifty percent (50%) of the floor area, facade or value of the existing building. The value shall be determined by the city building department. Major interior remodeling projects may be exempt from review if they are determined by the director of planning not to be significant in terms of potential impacts to surrounding land uses and meet all other minimum city standards.

(2) Residential developments having two (2) or more total units on a parcel, unless otherwise exempted under this chapter.

(3) Relocated or moved buildings.

(4) Changes in historic site or neighborhood combining districts which the planning director determines are not significant, and thereby do not require further review, may receive an administratively approved architectural and site review permit, either through a new architectural and site review permit or through a minor modification process pursuant to subsection (b) of this section. The historic heritage committee shall review and make recommendations to the planning commission on applications for architectural and site approval which involve significant changes, and shall be bound by any uniform standards adopted by the city council or planning commission relating to the intent, scope or review of architectural and site approval requirements. The planning commission shall review and may issue architectural and site approval for the following uses:

a. Remodeling or construction in a historic neighborhood combining district, as defined in section 30.27.40(a), involving significant changes, as determined by the planning director.

b. Remodeling or construction in a historic site combining district, as defined in section 30.27.40(b), involving significant changes, as determined by the planning director.

(5) Development of four (4) or more single-family residential parcels which have been created from the same parcel map, tentative map or final map.

(6) Site improvements in commercial and industrial districts intended to allow for establishment of a new use or expansion of an existing use on property for which prior legal improvements have not been installed. Such new improvements could include, but not be limited to, grading, paving and fencing.

(7) Use of a lot for outdoor uses or storage purposes, except for exterior storage in private residential yards that conforms to other provisions of the municipal code.

(8) Homes and accessory structures requiring building permits within the residential hillside zoning district, except for those accessory structures approved under the minor modification provisions in subsection (b) of this section.

(9) Building demolitions, except for the following:

a. Demolition of a nonhistoric single-family home for which building permits have been issued for a replacement single-family house. For the purposes of this section, a historic home shall be any home in the historic neighborhood combining district, a designated historic site, or any structure meeting the criteria established in section 30.27.30.

b. Demolition or removal of a building which the city building official has determined to be an immediate threat to public health or safety.

c. Demolition or removal of a building that has been ordered to be removed or demolished by the code enforcement appeals hearing board or by a court of law.

d. Demolition or removal of residential accessory structures, except for historic properties (subject to section 30.27.50), and subject to the provision of on-site parking.

e. Demolitions of nonresidential buildings no greater than one thousand (1,000) square feet that are approved through the minor modification process.

f. Demolitions that, due to their size, nature, condition, or other factors, are determined by the community development director or designee to not require an architectural and site permit.

(10) The creation, on or above ground, through installation, construction, or replacement, of two thousand five hundred (2,500) square feet or more of impervious surface, except that single-family detached residences that are not within the residential hillside zoning district, a planned unit development overlay district, or the historic neighborhood combining district are not subject to the architectural and site permit process. For purposes of this section, the calculation of the two thousand five hundred (2,500) square feet of new or replaced impervious surface shall represent the total of all newly created impervious surfaces, whether on structures, pavement, or any other surface.

(11) Changes identified in subsection (b) of this section that are not approved as a minor modification.

Any other remodeling, except as indicated above or as indicated in subsection (b) of this section, shall be exempt from architectural and site or minor modification approval. For changes requiring a minor modification or architectural and site review permit, a building permit shall not be issued until architectural and site or minor modification approval is obtained from the community development director or the planning commission, if appealed.

(b) Minor Modifications. A minor modification may be conducted only where such approval would be consistent and comply with all applicable local laws in effect at the time of issuance, including without limitation the city's general plan and the provisions of the City Code. The intent of the minor modification process is to facilitate minor changes that maintain or improve the aesthetic, historic, architectural, landscape, or other qualities of properties. Minor modifications consistent with this section may, without limitation, be conducted to implement section 30.26.50(b), 30.50.47(d), or 30.50.50(g). No proposals requiring a new negative declaration, mitigated negative declaration, or environmental impact report as clearance under the California Environmental Quality Act shall be allowed through the minor modification process.

The community development director or designee may, at the director's sole discretion, approve a minor modification for the following elements, subject to and in accordance with the provisions of this section:

(1) Changes to previously approved development permits but only for minor modification of architectural elements, exterior lighting or landscape details (including but not limited to minor storefront alterations, relocation of doors, equipment screening, minor landscape furniture and structures, benches, small trellises, and planters) which do not affect the use, intensity, general character, architectural style, circulation or other site function of the project.

(2) The creation, on or above ground, through installation, construction, or replacement, of less than two thousand five hundred (2,500) square feet of impervious surface, except that single-family detached residences that are not within the residential hillside zoning district, a planned unit development overlay district, or the historic neighborhood combining district are not subject to the minor modification process. For purposes of this section, the calculation of the maximum square feet of new or replaced impervious surface shall represent the total of all newly created impervious surfaces, whether on structures, pavement, or any other surface.

(3) The replacement, repaving, reconfiguration, or restriping of parking spaces on existing surfaces.

(4) Building additions or accessory structures of less than one thousand (1,000) square feet or less than twenty percent (20%) of the building area prior to the addition in area, whichever is smaller, to nonresidential buildings.

(5) Building additions or accessory structures of two hundred fifty (250) square feet in total area or less, or less than twenty percent (20%) of the total building area prior to the addition, whichever is smaller, to hillside single-family residences, residences in planned unit development overlay zones, a duplex, or a multiple-family building; provided, that current parking regulations are being met and would continue to be met after the completion of any addition and provided that site amenities are not adversely impacted.

(6) Above ground storage tanks of two thousand (2,000) gallons or less in zoning districts other than industrial zoning districts and an above ground storage tank of ten thousand (10,000) gallons or less in an industrial zoning district.

(7) Demolition of nonresidential buildings less than one thousand (1,000) square feet.

(8) For properties designated as a historic site or within a historic neighborhood combining district, minor modifications can be processed and approved for the following:

a. Minor modifications of architectural elements, landscape details (including but not limited to equipment screening, minor landscape furniture and structures, benches, small trellises and planters), or installation of new or additional pavement that do not affect the historic significance, use, intensity, general character, architectural style, circulation or other site function of the property.

b. Accessory structures or building additions that do not exceed two hundred fifty (250) square feet in area and that are consistent with historic compatibility criteria and applicable design guidelines and standards.

(9) Other similar minor items, as determined by the community development director.

The decision to grant, deny or condition a minor modification is an administrative determination and requires no hearing or public notice. The action of the community development director or designee shall be final, and nothing herein shall be deemed or construed to confer on an applicant a right to a minor modification or to require the director to issue a minor modification. If the community development director denies a minor modification, nothing herein shall preclude the applicant from thereafter filing an application for an appropriate development permit.

Where property was developed prior to the requirement of an architecture and site permit, minor modifications for projects as set forth in this subsection (b) may be approved without the necessity of the issuance of a full site architecture and site permit. The minor modification process may, at the community development director's discretion, also be used to make the above-noted modifications to an approved planned unit development permit. (Ord. No. 2016-03, § 1, 3-7-16; Ord. No. 2019-08, § 28, 10-7-19)

30.50.42 Filing of application.

Applications for architectural and site approval shall be filed with the planning department. The department shall prescribe the form and content of the application. A site development plan and architectural design drawings shall accompany the application. If development is to be carried out in stages, each stage shall be shown on a master plan of development. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

30.50.43 Scope of review.

The planning director shall review the application to insure that the development addresses and adequately meets requirements for the following:

(a) Traffic Safety and Efficiency.

(1) Traffic volume and conditions on abutting or access streets.

(2) Street improvements, including lighting.

(3) Circulation patterns within the development, including the locations and dimensions of vehicular and pedestrian entrances, exits, drives, walkways, buildings and other related facilities.

(4) Adequacy of off-street parking.

(5) Surfacing, lighting and landscaping of off-street parking facilities.

(6) Location, quantity, height of materials, and shape of landscaped areas.

(7) Adequacy, location, arrangement and dimensions of truck loading and unloading facilities.

(b) Outdoor Advertising and Signs.

(1) Potential traffic hazards.

(2) Appearance.

(3) Harmony with adjacent development.

(4) Favorable image of the city.

(5) Number, area, bulk, shape, height, location, separation, clearance, projection, illumination, color and landscaping of such signs.

(c) Site Development.

(1) Physical characteristics of the site.

(2) Existing and proposed easements.

(3) Appearance and harmony of buildings with adjacent development, the character of the neighborhood, and existing and projected public improvements.

(4) Location, appearance and orientation of structures, open spaces and activities.

(5) Determination of boundaries, building setbacks and uses intended.

(d) Landscaping.

(1) Harmony with adjacent development.

(2) Concealment of storage areas, utility installations, or other unsightly development.

(3) Quantity, location, height and materials of walls and fences, hedges, screen planting and landscaped areas.

(4) Planting of ground cover or other surfacing to prevent erosion and reduce dust.

(5) Unnecessary destruction of healthy trees.

(6) Facilities and methods of insuring continued maintenance of landscaping.

(e) Drainage and Flood Control and Health Standards.

(1) Effect on flood control and storm and surface water drainage facilities.

(2) Additional flood control and drainage improvements required.

(3) Minimum health standards.

(4) Consistency with the city's adopted flood plain management ordinance.

(f) Fire Protection.

(1) Additional fire protection improvements required.

(2) Location, number and type of such improvements.

(3) Adequacy of the water supply for fire protection purposes.

(g) Environmental Impacts.

(1) Consistency with the city's adopted environmental review procedures and process.

(2) Consistency with the California Environmental Quality Act (CEQA).

The planning director may request any information, including maps, impact reports, and/or design criteria, deemed necessary to evaluate the application. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

30.50.44 Conditions.

The granting of architectural and site approval may include such conditions as the planning director deems reasonable and necessary under the circumstances to carry out the requirements of the zoning district and the intent of architectural and site approval, and to insure that the development will meet the requirements enumerated in section 30.50.43. The following conditions shall be standard on all architectural and site approvals, where applicable:

(a) Landscaping. Landscaping plans including specifications for an irrigation system shall be approved by the planning director in accordance with Article XXXVIII, prior to issuance of a building permit. The landscaping shall be continuously maintained in an orderly, live, healthy, and relatively weed-free condition, in accordance with the approved specific landscape plan.

(b) Trash Enclosures. All trash enclosures shall consist of visually solid fences and gates, six (6) feet in height, in accordance with the adopted City of Gilroy standard trash enclosure design plan, or a similar design approved by the planning director. All trash enclosures shall be located in accordance with the approved site plan and the Uniform Fire Code. In addition, recycling areas must be provided within the trash enclosures, in accordance with the following regulations:

(1) Areas for recycling shall be adequate in capacity, number, and distribution to serve the development project.

(2) Dimensions of the recycling area shall accommodate receptacles sufficient to meet the recycling needs of the development project.

(3) An adequate number of bins or containers to allow for the collection and loading of recyclable materials generated by the development project should be located within the recycling area.

(c) Exterior Lighting. No unobstructed beam of exterior lighting shall be directed outward from the site toward any residential use or public right-of-way. Lighting shall be constructed or located so that only the intended area is illuminated and off-site glare is fully controlled.

(d) Mechanical Equipment. Mechanical equipment to be located on the roof of a building shall be screened by an architectural feature of the building such that it cannot be seen from ground level at the far side of the adjacent public right-of-way.

(e) Outdoor Storage. All outdoor storage and loading areas must be screened from public view with a combination of landscaping, solid fencing, and building design and orientation.

(f) All backflow devices shall be painted an earth tone color, so that they blend with their surroundings, and shall be heavily landscaped.

Other conditions may include, but are not limited to, conditions regarding site planning, architecture, engineering, landscaping, street dedication, flood control and drainage, street drainage and flood control improvements, building setbacks, off-street parking, off-street loading, outdoor advertising, street lighting, survey of property, fire protection, excavation, grading, sewage disposal, water supply, geological engineering, and environmental concerns.

Such conditions may also include the execution of a land development agreement with the city to fulfill the conditions of architectural and site approval within a specified period of time. Said agreement may be secured by a good and sufficient improvement security. A liability insurance policy in amounts and form may be required. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13; Ord. No. 2019-08, §§ 29, 30, 10-7-19)

30.50.45 Inspection prior to use and occupancy.

The conditions of an architectural and site approval may prohibit a building, structure or land use to be occupied until an inspection has been made and it is found that the building, structure or land use complies with all the conditions required to be completed prior to occupancy. If a building permit is issued for a building or structure which is subject to an architectural and site approval, the building inspector shall not approve a final inspection of such building or structure until the planning director or an authorized representative has inspected the building or structure and approved the use and occupancy. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

30.50.46 Notification of approval.

Upon the grant of an architectural and site approval, the planning department shall prepare and deliver a letter of approval with any conditions attached thereto to the applicant. The planning director shall report to the planning commission all approvals and disapprovals. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)

30.50.47 Terms of approval.

(a) Time Limits. If any development for which architectural and site approval has been granted has not obtained building permits within one (1) year from the date of notification of approval, the approval shall be deemed automatically revoked. Upon application, an extension of time may be granted by the planning director.

(b) Transfer. Architectural and site approval shall be deemed revoked if the use for which the approval is granted is changed unless, upon application to the planning director, the approval is transferred. The planning director shall transfer the approval to the new use if the previous approval meets the requirements of this section for the changed use. If the planning director does not reissue the approval, a new application must be filed.

(c) Conformance to Approval. Development for which architectural and site approval has been granted shall conform to the approval and any conditions attached thereto.

(d) Modification. Upon request of the applicant, modifications of the approved plan, which meet the requirements of this chapter, may be approved by the planning director.

(e) Appeal. Anyone so desiring may appeal the decision of the planning director by written request to the planning commission and payment of the appeal fee within twenty (20) days of the planning director’s determination. (Ord. No. 2013-08, § 2 (Exh. A), 8-5-13)