



CITY COUNCIL AGENDA

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

**REGULAR MEETING | 6:00 PM
MONDAY, FEBRUARY 6, 2023**

MAYOR
Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz
Dion Bracco
Tom Cline
Zach Hilton
Carol Marques
Fred Tovar

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

Due to COVID-19, it is possible that the planned in-person meeting may have to change to a virtual meeting at any time and possibly on short notice. Please check the City of Gilroy website www.cityofgilroy.org for any updates to meeting information.

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 cityclerk@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 <http://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 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.



To access written translation during the meeting, please scan the QR Code or click this link:

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Choose Language and Click Attend | *Selecione su lenguaje y haga clic en asistir*

Use a headset on your phone for audio or read the transcript on your device.

Use sus auriculares para escuchar el audio o leer la transcripción en el dispositivo.

The agenda for this regular meeting is as follows:

1. **OPENING**
 - 1.1. **Call to Order**
 - 1.2. **Pledge of Allegiance**
 - 1.3. **Invocation**
 - 1.4. **City Clerk's Report on Posting the Agenda**
 - 1.5. **Roll Call**
 - 1.6. **Orders of the Day**
 - 1.7. **Employee Introductions**
2. **CEREMONIAL ITEMS - Proclamations and Awards**
 - 2.1. **Proclamation – Gun Violence Survivors Week**
3. **PRESENTATIONS TO THE COUNCIL**

3.1. **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 cityclerk@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 1:00pm 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 – Cities Association Santa Clara County Board of Directors (*alternate*), Santa Clara County Library Joint Powers Authority, Santa Clara Valley Water Commission, Santa Clara Valley Water Joint Water Resources Commission, SCRWA

Council Member Armendariz – Santa Clara County Library Joint Powers Authority, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, Silicon Valley Clean Energy Authority JPA Board (*alternate*), South County United for Health

Council Member Marques – ABAG, Gilroy Gardens Board of Directors, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (*alternate*)

Council Member Hilton – CalTrain Policy Group (*alternate*), Silicon Valley Clean Energy Authority JPA Board, South County United for Health (*alternate*), VTA Policy Advisory Committee

Council Member Cline – Gilroy Economic Development Partnership (*alternate*), Gilroy Sister Cities Association, Gilroy Youth Task Force, Silicon Valley Regional Interoperability Authority Board, VTA Policy Advisory Committee (*alternate*), Visit Gilroy California Welcome Center Board

Council Member Tovar – Gilroy Youth Task Force (*alternate*), Santa Clara County Expressway Plan 2040 Advisory Board, Santa Clara Valley Water Commission, SCRWA, South County Youth Task Force Policy Team, VTA Mobility Partnership

Mayor Blankley – ABAG (*alternate*), CalTrain Policy Group, Cities Association Santa Clara County Board of Directors, Gilroy Economic Development Partnership, Gilroy Sister Cities Association (*alternate*), Gilroy Youth Task Force, Santa Clara Valley Water Joint Water Resources Commission, SCRWA, South County Youth Task Force Policy Team, VTA Board of Directors, VTA Mobility Partnership

5. **COUNCIL CORRESPONDENCE**

5.1. **Current Grant Status Update**

6. **FUTURE COUNCIL INITIATED AGENDA ITEMS**

7. **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 Council votes to approve. If removed, the item will be discussed in the order in which it appears.

- 7.1. **Approval of the Action Minutes of the January 23, 2023 City Council Regular Meeting**
- 7.2. **Approval of the Action Minutes of the January 28, 2023 City Council Strategic Planning Workshop**
- 7.3. **Claim of Javier Roacho (The City Administrator recommends a “yes” vote under the Consent Calendar shall constitute the denial of the claim.)**
- 7.4. **Claim of Mark Ribeiro (The City Administrator recommends a “yes” vote under the Consent Calendar shall constitute the denial of the claim.)**

8. **BIDS AND PROPOSALS**

- 8.1. **Approve the Purchase of Two Public Works Vehicles (One 2023 Ford Super Duty F-550 Dump Truck and One 2023 Ford F-150 Crew Cab) Utilizing Sourcwell Bid 091521-NAF in an amount not to exceed \$154,829**
 - 1. Staff Report: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
 - 2. Public Comment
 - 3. Possible Action:
 - 1. Approve the purchase of the below listed vehicles in an amount not to exceed \$154,829 utilizing Sourcwell bid #091521-NAF:
 - One 2023 FORD Super Duty F-550 Dump Truck (up to \$97,436.31)
 - One 2023 FORD F-150 Crew Cab (up to \$57,392.62); and
 - 2. Authorize the City Administrator to execute all related purchase documents.

9. **PUBLIC HEARINGS**

10. **UNFINISHED BUSINESS**

11. **INTRODUCTION OF NEW BUSINESS**

- 11.1. **Introduction of An Ordinance of the City Council of the City of Gilroy Amending Chapter 19C of the Gilroy City Code Relating to Social Host Accountability to Increase the Penalty Amounts and Increase the Period of Time for Issuing Citations**
 - 1. Staff Report: Bryce Atkins, Assistant to the City Administrator
 - 2. Public Comment
 - 3. Possible Action:
 - 1. Motion to read the ordinance by title only and waive further reading; and

2. Introduce an Ordinance of the City Council of the City of Gilroy Amending Chapter 19C of the Gilroy City Code Relating to Social Host Accountability to Increase the Penalty Amounts and Increase the Period of Time for Issuing Citations.

11.2. **Introduction of An Ordinance Of The City Council Of The City Of Gilroy Amending Chapter 19b Of The Gilroy City Code Relating To Smoking Pollution Control To Prohibit Smoking At Multi-Family Housing Properties And Public Events**

1. Staff Report: Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:
 1. Motion to read the ordinance by title only and waive further reading of the ordinance; and
 2. Introduce an Ordinance of the City Council of the City of Gilroy Amending Chapter 19B of the Gilroy City Code Relating to Smoking Pollution Control to Prohibit Smoking at Multi-family Housing Properties and Public Events.

11.3. **Discussion and Possible Direction Concerning Oversight/Administration of Council-Adopted Downtown Initiatives**

1. Staff Report: Jimmy Forbis, City Administrator
2. Public Comment
3. Possible Action:

Council deliberate the following options for administering Downtown initiatives:

1. Continuing current reporting structure for Council to receive information concerning Downtown-related projects/issues; or
2. Forming a City Council Downtown Committee (subject to the Ralph M. Brown Act); or
3. Tabling topic until the March 13, 2023 City Council Goal Setting/Priority workshop.

11.4. **Approve a School Resource Officer Memorandum of Understanding for Fiscal Year 2023-2024**

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:

Adopt a resolution of the City Council of the City of Gilroy authorizing the City Administrator to enter into an agreement between the City of Gilroy and Gilroy Unified School District for two school resource officers, including cost sharing, for Fiscal Year 2023-2024 (FY24).

12. **CITY ADMINISTRATOR'S REPORTS**

12.1. **PG&E Scheduling Impacts on City Projects**

12.2. **Downtown Parking Lot Update**

13. **CITY ATTORNEY'S REPORTS**

14. **CLOSED SESSION**

14.1. **Conference with Negotiator – Collective Bargaining Unit Pursuant to**

Government Code Section 54957.6, Gilroy City Code Section 17A.11 (4)

Collective Bargaining Unit: Gilroy Police Officers Association, Inc.,
Representing Gilroy Police Officers;

City Negotiators: Jimmy Forbis, City Administrator; LeeAnn McPhillips,
Assistant City Administrator/Administrative Services & Human Resources
Director;

Anticipated Issue(s) Under Negotiation: Wages, Hours, Benefits, Working
Conditions; Memorandum of Understanding: MOU Between City of Gilroy &
Gilroy Police Officers

Possible Action: Receive Public Comment on Closed Session Item.

15. **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 (a);
Public Report of the vote to continue in closed session if required under GCC Section
17A.11 (e).

16. **ADJOURNMENT**

FUTURE MEETING DATES

FEBRUARY 2022

27 Regular Meeting - 6:00 p.m.

MARCH 2022

6 Regular Meeting - 6:00 p.m

13 Council Goal / Priority Setting Workshop - 6:00 p.m ***tentative***

20 Regular Meeting - 6:00 p.m

APRIL 2023

3 Regular Meeting - 6:00 p.m

17 Regular Meeting - 6:00 p.m

Meetings are webstreamed on the City of Gilroy's website at gilroy.city/meetings.

City of Gilroy Proclamation



HEREAS,

thousands of Americans are killed and/or wounded from acts of gun violence every year; and

WHEREAS,

on average, 3,160 Californians are killed in acts of gun violence every year and nearly 7,300 more are shot and wounded; and

WHEREAS,

a gun violence survivor is anyone who has personally experienced gun violence — whether by personal injury or by witnessing an act of gun violence, including those who experience gun violence in the line of duty; and

WHEREAS,

forms of gun violence can include, but are not limited to, homicides, domestic violence, suicides, mass shootings, and unintentional shootings; and

WHEREAS,

by commemorating National Gun Violence Survivors Week on February 1 to February 7, cities across America will raise awareness about gun violence, honoring the lives lost and standing with those who survive; and

WHEREAS,

we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of those who are a danger to themselves or others and encourage lawful and responsible gun ownership to help keep our communities safe.

NOW, THEREFORE, I, Marie Blankley, Mayor of the City of Gilroy, on this 6th day of February 2023, along with my colleagues on the City Council, join in recognizing February 1 to February 7, 2023 as

NATIONAL GUN VIOLENCE SURVIVORS WEEK

Marie Blankley
Marie Blankley
MAYOR



Attested to by:

Thai Nam Pham
Thai Nam Pham
City Clerk

2023



City of Gilroy

7351 Rosanna Street
 Gilroy, California 95020
 Telephone: 408-846-0400 Fax: 408-846-0500
www.cityofgilroy.org

February 1, 2023

To: Honorable Mayor and City Council
 From: Bryce Atkins, Assistant to the City Administrator

RE: Current Grant Status Report

Below is a listing of the current status of grant applications. The below listing identifies the name of the grant, the amount if known (those grants still in application status or being evaluated may not have a known number yet), the purpose for the grant application, and the status. If Council has any questions regarding a specific grant, please let me know and I can supply the information or gather additional information from the department leading that specific application.

Grant Name	Amount	Purpose/ Project	Status
Clean California Grant	\$3,960,765	Gourmet Alley and Railroad Street Beautification and Litter Abatement	Awarded
SVCE Resilience Program	\$314,031	Planning and eventual implementation - likely Electric Vehicle technology	Awarded
Proposition 68 Per Capita Grant	\$212,134	Sports Park and San Ysidro Park - Protective Rubber safety surface replacement, LED lighting, picnic tables, trash receptacles, etc.	Awarded
California Energy Commission grant	\$60,000	funds for establishing an online, automated solar permitting program (SolarApp+)	Awarded
SVCE Reach Code Grant	\$10,000	Reach Code process	Awarded
Safety Training Program	\$2,000	HR program award	Awarded
Community Power Resiliency Grant	\$300,000	advanced-based grant towards the City Hall back-up power project	Awarded

Grant Name	Amount	Purpose/ Project	Status
Emergency Management Performance Grant	\$23,500	Reimbursement-based grant for EOC technology upgrades to include video wall mount with 3 new displays, A/V sharing capability, related cable systems, and 2 laptops. Most purchases already made and working with Santa Clara County on reimbursement process.	Awarded
California OES Prepare Jumpstart Grant	\$986,249	Original request: \$357,290 to hire a full-time Community Resilience Coordinator for two years. CalOES contacted the City and asked us to revise our application for a five-year program term and associated costs. The application was awarded.	Awarded
EDI Community Project Funding (US Congressional Omnibus Bill)	\$3,000,000	San Ysidro Park, Healthy Living Enhancement Project	Awarded
EDI Community Project Funding (US Congressional Omnibus Bill)	\$1,500,000	Safe Routes to School Initiative	Awarded
Safe Streets and Roads for All Discretionary Grant Program	N/A	Project was to be determined. Original concept was to be used for a local road safety plan, or implementation program if the requirements of an existing plan are satisfied. Grant was cancelled - some application requirements were not attainable in the application window. Other financing will be explored.	Cancelled
RAISE Grant - 2022 Round	\$19,525,606	10th Street Bridge Construction	Denied
Family Homelessness Challenge	\$650,000	Two years' salary for a new full-time City employee (Unhoused Family Specialist) as well as rental/motel vouchers for families with children that are experiencing homelessness	Denied
OBAG3 Grant	\$16,000,000	Reconstruction of segments of Monterey and Luchessa	Denied
Active Transportation Program (ATP)	\$4,442,000	Monterey Road sidewalk, pedestrian crossing, and bike lane improvements	Denied
Assistance to Firefighters Grant	\$850,000	Type 1 Fire Engine	Denied
Opioid Affected Youth Initiative	\$590,500	Youth and family opioid and other drug treatment and prevention	Denied
Assistance to Firefighters Grant	\$70,843	Purchase of drones for the Fire Drone Program	Denied

Grant Name	Amount	Purpose/ Project	Status
CNRA Youth Community Access Grant	\$291,006	Three-year nature field trip program for underserved youth. Application has now advanced to second tier review.	Submitted/ Waiting
State Homeland Security Grant Program (SHSGP)	\$8,640	Gilroy Fire Department Satellite Phone Deployment	Submitted/ Waiting
Assistance to Firefighters Grant	\$800,000	Replacement of Gilroy Fire Department Self Contained Breathing Apparatus (SCBA) tanks.	In Progress
RAISE Grant - 2023 Round	\$20,000,000	10th Street Bridge Construction. Second round of submittals. Work continues on outreach component of application; submittal of February 28th. Total application amount may change as application is finalized.	In Progress
Hazard Mitigation Grant Program	TBD	Project/request TBD - looking at generators and annual flooding inspection/audit. This application is in its early stages.	In Progress
EDA Planning Grant	TBD	Project/request TBD (An option being considered: 10th Street and 101)	Evaluating for Application
EDA Public Improvements Grant	TBD	Project/request TBD (An option being considered: Offsite Improvements for City Ice Center)	Evaluating for Application
Caltrans Sustainable Transportation Planning Grant	TBD	TBD	Evaluating for Application
Valley Water Grants & Partnerships Program	TBD	TBD	Evaluating for Application
Priority Development Area & Priority Production Area Planning Grants and Technical Assistance	TBD	TBD	Evaluating for Application
Bay Area Air Quality Management District: FYE 2023 Charge! Program	TBD	TBD	Evaluating for Application
Clean California Grant - Round 2	TBD	TBD	Evaluating for Application

Grant Name	Amount	Purpose/ Project	Status
Total number of grants, including in evaluation	31		
	<u>Amount</u>	<u># of Applications</u>	
Awarded	\$10,368,679	11	
Denied	\$42,128,949	7	
Submitted/ Waiting	\$299,646	2	
In Progress	\$20,800,000	3	
Cancelled	\$0	1	
Evaluating for Application	N/A	7	
Total Applied for Amount	\$52,797,274	(amount includes awarded, denied, and submitted only)	

Respectfully,

Bryce Atkins
Assistant to the City Administrator

City of Gilroy
City Council Regular Meeting Minutes
Monday, January 23, 2023 | 6:00 PM

1. OPENING

1.1. Call to Order

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

1.2. Pledge of Allegiance

Council Member Tovar led the Pledge of Allegiance.

1.3. Invocation

Pastor Malcolm MacPhail from New Hope Community Church led the Invocation.

1.4. City Clerk's Report on Posting the Agenda

City Clerk Pham reported on the Posting of the Agenda.

1.5. Roll Call

Attendee Name	Title	Status
Rebeca Armendariz	Council Member	Present
Dion Bracco	Mayor Pro Tempore	Present
Tom Cline	Council Member	Present
Zach Hilton	Council Member	Present
Carol Marques	Council Member	Present
Fred Tovar	Council Member	Present
Marie Blankley	Mayor	Present

1.6. Orders of the Day

There were none.

1.7. Employee Introductions

Finance Director Sangha introduced Carina Baksa, Finance Manager.

Community Development Director Goei introduced Arana Fabian, Planning Technician.

2. CEREMONIAL ITEMS - Proclamations and Awards

There were none.

3. PRESENTATIONS TO THE COUNCIL

3.1. Annual Presentation from City Historian

City Historian Toby Echelberry presented the Annual City Historian Presentation to Council.

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**

Mayor Blankley opened Public Comment. The following members spoke on items that were not on the agenda.

The following members requested a Youth Center to be discussed as a future agenda item:

- Hazel Quintero
- Mateo Rodriguez
- Julian Martinez
- Xavier Garcia
- Michaela Character
- Makiah Character
- Leahna Rivera
- Marty Estrada
- Gabriela Mendoza
- Raymundo Armendariz
- Jaydah Castro
- Davina Luna
- Sally Armendariz

Victoria Valencia introduced herself as the President and CEO of the Gilroy Chamber of Commerce and provided an update on the Chamber's upcoming workplan.

Peter Mandel, President of Congregation Emeth, invited the Council Members and the public to attend the *Shanghai: Holocaust Port of Refuge* event scheduled for February 5, 2023 at the Congregation Emeth in Morgan Hill.

Tim Cassady discussed mental health and its relationship to the weather.

There being no further speakers, Mayor Blankley closed Public Comment.

4. **REPORTS OF COUNCIL MEMBERS**

Council Member Bracco had nothing to report.

Council Member Armendariz wished everyone a Happy Lunar New Year and sent her condolences to the victims of the Monterey Park shooting.

Council Member Marques reported on Santa Clara County Habitat Agency Implementation Board.

Council Member Hilton reported on VTA Policy Advisory Committee.

Council Member Cline had nothing to report.

Council Member Tovar reported on the following meetings:

- California Welcome Center
- General manager from Hampton Inn and the Poppy Jasper Film Festival Director
- Dave Liao, new downtown business owner

He reminded the public about the RotaCare event scheduled for January 25th at 6:00 PM at 9300 Wren Avenue. He also acknowledged the folks involved in the Don Christopher Memorial at Don Christopher High School.

Mayor Blankley said she would attend the RotaCare Open House event, as mentioned previously by Council Member Tovar. She also reported on the South County Youth Task Force and VTA Board of Directors.

5. **COUNCIL CORRESPONDENCE**

6. **FUTURE COUNCIL INITIATED AGENDA ITEMS**

Council Member Armendariz requested Council to begin the discussion of having Oaxaca, Mexico become a Sister City with Gilroy. City Administrator Forbis stated that he would contact the Gilroy Sister Cities Association to begin discussions.

7. **CONSENT CALENDAR**

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Adopt the Consent Calendar.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Dion Bracco, Council Member

AYES: Council Member Armendariz, Bracco, Cline, Hilton, Marques, Tovar, and Mayor Blankley

7.1. **Action Minutes of the January 9, 2023 City Council Regular Meeting.**

A motion was made to approve the minutes.

7.2. **Accept and File Quarterly Cash and Investment Report as of September 30, 2022**

A motion was made to accept and file the Quarterly cash and Investment Report as of September 30, 2022.

7.3. **Amendment to the Lease Agreement with Gilroy Gardens Family Theme Park**

A motion was made to approve the amendment to the lease agreement with Gilroy Gardens Family Theme Park.

8. **BIDS AND PROPOSALS**

There were none.

9. **PUBLIC HEARING**

There were none.

10. **UNFINISHED BUSINESS**

10.1. **Appointments to City Boards, Commission, and Committees with Seats Vacant as of January 9, 2023**

City Clerk Pham provided a brief report on the item.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Council appointed members to the following Boards and Commissions:

- **Zhuoyuan Zhang** was appointed to the ***Building Board of Appeals*** with a term expiring **12/31/2026**.
- **Sandra Ramirez** was appointed to the ***Arts and Culture Commission*** with a term expiring **12/31/2025**.

11. **INTRODUCTION OF NEW BUSINESS**

11.1. **Interview and Appointment for the Position of City Historian**

Council Members interviewed applicant Toby Echelberry.

Mayor Blankley opened Public Comment.

David Cassady spoke in favor of Toby Echelberry's appointment to the City Historian position.

There being no further speakers, Mayor Blankley closed Public Comment.

RESULT: APPOINT TOBY ECHELERRY AS CITY HISTORIAN FOR A FULL TERM OF FOUR YEARS

AYES: Council Member Armendariz, Bracco, Cline, Hilton, Marques, Tovar, and Mayor Blankley

11.2. **Receive Fiscal Year 2022-23 (FY23) Mid-Year Budget Update Report and Adopt a Resolution Updating the Position Control List**

Finance Director Sangha gave staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no further speakers, Mayor Blankley closed Public Comment.

Motion:

Receive the FY23 Mid-Year Budget Update Report; and

Approve the addition of a Permit Technician position in the Community Development Department; and

Adopt a resolution updating the City's FY23 Position Control List.

RESULT: Pass

MOVER: Rebeca Armendariz, Council Member

SECONDER: Fred Tovar, Council Member

AYES: Mayor Blankley, Council Member Armendariz, Council Member Hilton, Council Member Marques, Council Member Tovar, Council Member Cline

NAYS: Council Member Bracco

Enactment No.: Resolution No. 2023-02

11.3. Resolution Declaring the Cherry Blossom Apartments as Surplus Pursuant

Assistant to City Administrator Bryce Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

There being no further speakers, Mayor Blankley closed Public Comment.

Motion: Adopt a resolution of the City Council of the City of Gilroy declaring the Cherry Blossom Apartments Property to be surplus, and direct staff to proceed in conformance with the State Surplus Lands Act regarding the potential disposition of said property.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Members Armendariz, Bracco, Cline, Hilton, Marques, Tovar, and Mayor Blankley

Enactment No.: Resolution No. 2023-03

11.4. Jumpstart Downtown – Approve both the Downtown Building and Planning Fee Reduction Policy and the Downtown Façade Improvement and Blight Removal Program, and Amend the Fiscal Year 2023 Operation Budget by \$100,000 in the General Fund

Assistant to City Administrator Bryce Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Ron Kirkish expressed support for the item.

Terence Fugazzi stated that standards are needed when allocating funds.

Marty Estrada stated he supports removing blight from downtown but feels that \$100,000 is not much for the program. He also stated that Downtown has too many bars, which deters families from visiting.

Tim Cassidy stated that Council should focus on daytime activities in downtown.

There being no further speakers, Mayor Blankley closed Public Comment.

Motion: Adopt a resolution approving the downtown building and Planning Free Reduction Policy and approve the Downtown Facade and Blight Removal Program subject to staff to incorporate language to include that no one may apply for subsequent or consecutive grants until nine (9) days have

passed. Applicants are only allowed to apply two (2) times and up to \$15,000.00, including the three programs that were discussed.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Carol Marques, Council Member

AYES: Council Members Armendariz, Bracco, Cline, Hilton, Marques, Tovar, and Mayor Blankley

Enactment No.: Resolution No. 2023-04

Motion: Adopt a resolution amending the FY 2023 operation budget by \$100,000 in the General Fund.

RESULT: Pass

MOVER: Carol Marques, Council Member

SECONDER: Zach Hilton, Council Member

AYES: Council Members Armendariz, Bracco, Cline, Hilton, Marques, Tovar, and Mayor Blankley

Enactment No.: Resolution No. 2023-05

Motion: Direct Staff to bring back to Council the discussion about the formation of the Downtown Standing Committee at the February 6, 2023 City Council Regular Meeting.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Members Armendariz, Cline, Marques, and Tovar

NAYS: Council Members Bracco and Hilton and Mayor Blankley

11.5. **Proposed Modifications to Chapter 19B, Smoking Pollution Control, Relating to Banning Smoking from Multi-Family Developments and Public Events**

Assistant to City Administrator Bryce Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Council directed staff on the following:

1. Place 25 ft as the preferred distance around smoking-prohibited areas (unanimous support).
2. Designated smoking areas to be included in the ordinance for multi-family housing properties (majority support).
3. The ordinance includes a clause in multi-family housing leases identifying all other tenants as third-party beneficiaries for enforcement (majority support).
4. To not include designated smoking section in public event permits with similar requirements as designated smoking area provisions in multi-family housing development (majority support).

11.6. Report on Quality of Life Officer Activity

Police Chief Espinoza and Captain Luke Powell provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Ron Kirkish notified Council about a business within the City having difficulty in dealing with individuals experiencing homelessness.

Marty Estrada suggested to Council to go after state and federal grants to increase the number of Quality of Life Officers.

Tim Cassady expressed his experience inside the Armory.

There being no further speakers, Mayor Blankley closed Public Comment.

12. CITY ADMINISTRATOR'S REPORTS

12.1. South County Youth Task Force Strategic Plan Presentation

South County Youth Task Force Program Manager Bernice Aguilera and Gilroy Youth Task Force Sandra Cruz provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Marty Estrada spoke on the need for a youth center within the City.

There being no further comment, Mayor Blankley closed Public Comment.

12.2. ICMA-Gilroy Tourism Video

A video was presented to Council.

13. CITY ATTORNEY'S REPORTS

There were none.

14. CLOSED SESSION

There were none.

15. ADJOURNMENT

Mayor Blankley adjourned the meeting at 9:48 PM.

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.

/s/Thai Nam Pham, CMC, CPMC
City Clerk

City of Gilroy
City Council Strategic Planning Workshop Minutes
Saturday, January 28, 2023 | 9:00 AM

1. OPENING

1.1. Call to Order

The meeting was called to order by Mayor Blankley at 9:00 AM.

1.2. Roll Call

Attendee Name	Title	Status
Rebeca Armendariz	Council Member	Present
Dion Bracco	Mayor Pro Tempore	Present
Tom Cline	Council Member	Present
Zach Hilton	Council Member	Present
Carol Marques	Council Member	Present
Fred Tovar	Council Member	Present
Marie Blankley	Mayor	Present

2. MAYOR'S OPENING REMARKS

Mayor Blankley provided brief opening remarks.

3. COUNCIL MEMBER COMMENTS

Council Members provided brief opening remarks.

4. CITY ADMINISTRATOR INTRODUCTION AND REVIEW OF MEETING OBJECTIVES

City Administrator Forbis facilitated the meeting.

5. STRATEGIC PLANNING WORKSHOP

Mayor Blankley opened 1st round of Public Comments at 9:30 AM.

Jeff Orth updated Gilroy Downtown Business Association and their request on the sign ordinance.

Peter Mandel advocated for the Council to fund the arts.

Marty Estrada advocated for the City to build a Youth Center.

Araceli Vaquera discussed the homelessness issue at Las Animas Park and the Armory.

Jennifer Del Bono advocated for the Council to build a Youth Center.

Maria Aguilar requested Council to look at new focusing on below-market-rate homes.

Gabriela Mendoza advocated for the Council to build a Youth Center.

Hazel Quintero advocated for the Council to build a Youth Center.

Mayor Blankley closed 1st round of Public Comment at 9:45 AM.

City Administrator Forbis continued facilitating the meeting.

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Mayor Blankley opened 2nd round of Public Comments at 11:16 AM.

Jacqueline Castillo advocated for the Council to build a Youth Center.

Isabella Santos advocated for the Council to build a Youth Center.

Xavier Garcia advocated for the Council to build a Youth Center.

Reymundo Armendariz advocated for the Council to build a Youth Center.

Ruben Dario Villa advocated for the Council to fund the arts.

Michaela Character advocated for the Council to build a Youth Center.

Leanna Mivera advocated for the Council to build a Youth Center.

Sally Armendariz advocated for the Council to build a Youth Center.

Mayor Blankley closed 2nd round of Public Comments at 11:31 AM.

City Administrator Forbis continued facilitating the meeting.

Mayor Blankley opened 3rd round of Public Comments at 12:31 PM.

Bob Weaver expressed concern about the Council micromanaging staff and requested Council to provide staff more freedom to do their job.

Charlie Morales advocated for the Council to build a Youth Center.

Connie Rogers thanked Council for their contributions to the Gilroy Historical Society.

Alicia Hernandez requested City Council meetings to be accessed via Zoom and for the public to listen to police scanners.

Terence Fugazzi requested for the City to enforce current ordinances in regard to blight.

David Leal requested a business liaison within City Hall.

Tina Charavia advocated for the Council to build a Youth Center.

Mayor Blankley closed 3rd round of Public Comments at 12:47 PM.

City Administrator Forbis continued facilitating the meeting.

6. **ADJOURNMENT**

Mayor Blankley adjourned the meeting at 1:09 PM.

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.

/s/Thai Nam Pham, CMC, CPMC
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title:	Claim of Javier Roacho (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute the denial of the claim.)
Meeting Date:	February 6, 2023
From:	Jimmy Forbis, City Administrator
Department:	Administrative Services
Submitted By:	LeeAnn McPhillips, Assistant City Administrator
Prepared By:	LeeAnn McPhillips, Assistant City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

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

EXECUTIVE SUMMARY

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the February 6, 2023 meeting:

- Claim of Javier Roacho

Attachments:

1. Claim of Javier Roacho

File With: City Clerk's Office 7351 Rosanna Street Gilroy, CA 95020-6141	CITY OF GILROY CLAIM FOR DAMAGES To Person Or Property	CLAIM No. _____ 
INSTRUCTIONS 1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2) 2. Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2) 3. Read entire claim before filing. 4. See page 2 for diagram upon which to locate place of accident. 5. This claim form must be signed on page 2 at bottom. 6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.		RECEIVED SEP 06 2022
TO: CITY OF GILROY		Date of Birth of Claimant <u>05/05/1965</u>
Name of Claimant <u>Javier Roacho</u>		Occupation of Claimant <u>Gardner</u>
Home Address of Claimant <u>447 W. 8th St</u>	City and State <u>Gilroy CA, 95020</u>	Home Telephone Number <u>(408) 472-6287</u>
Business Address of Claimant _____	City and State _____	Business Telephone Number _____
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: _____		Claimant's e-mail address <u>vanessa.roacho12@yahoo.com</u>
When did DAMAGE or INJURY occur? Date <u>7/31/2022</u> Time <u>2:55pm</u> If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		Names of any city employees involved in INJURY or DAMAGE: _____
Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks: <u>In front of my home on 447 W. 8th St Gilroy CA 95020</u>		
Describe in detail the DAMAGE or INJURY occurred: <u>I was watering my front lawn, when the speed limit sign fell and hit my parked truck.</u>		
Why do you claim the city is responsible? <u>I reported this sign being loose a month ago, never received a reply, also the sign is placed by the city.</u>		
Describe in detail each INJURY or DAMAGE: <u>The sign hit the back right side of my truck & scratched it.</u>		

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):

Damage to property..... \$ _____
 Expense for medical and hospital care..... \$ _____
 Loss of earnings..... \$ _____
 Special damages for..... \$ _____

Estimated prospective damages as far as known:

Future expenses for medical and hospital care..... \$ _____
 Future loss of earnings..... \$ _____
 Other prospective special damages..... \$ _____
 Prospective general damages..... \$ _____

Total estimate prospective damages ... \$ _____

General damages..... \$ _____

Total damages incurred to date \$ 1500

Total amount claimed as of date of presentation of this claim: \$ _____

Was damage and/or injury investigated by police? NO If so, what city? _____

Were paramedics or ambulance called? NO If so, name city of ambulance _____

If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and address of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

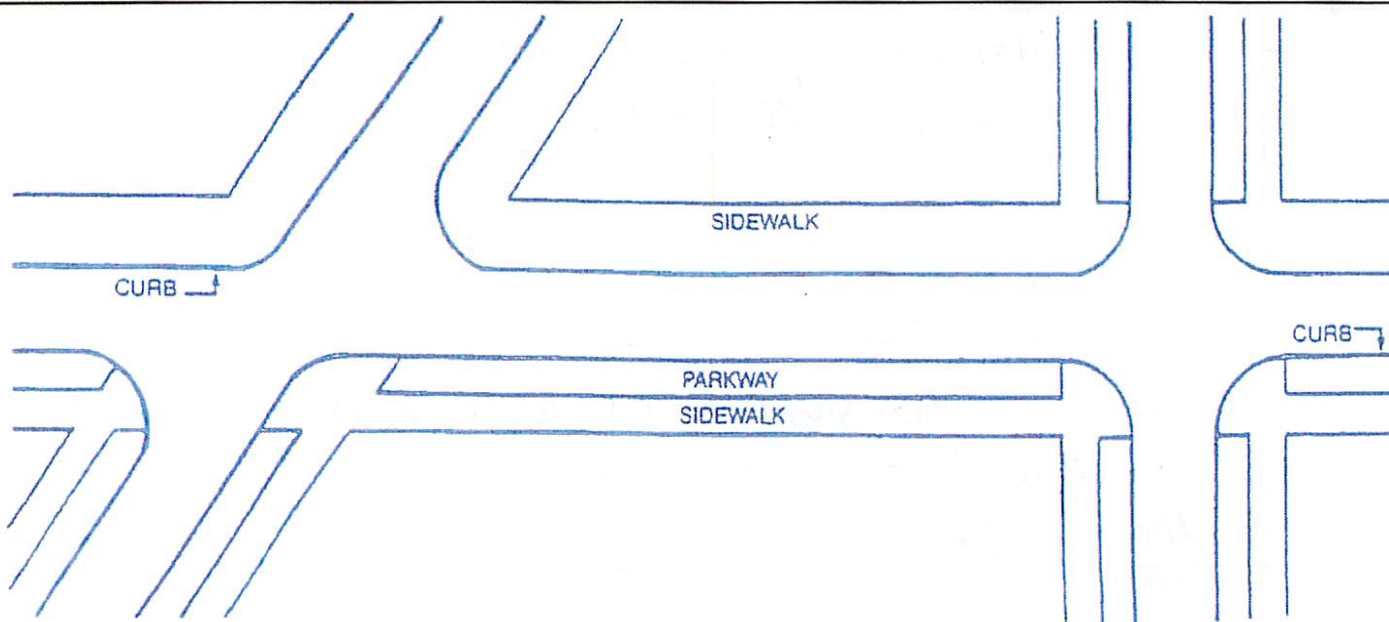
Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West: Indicate place of accident by "X" and by showing house numbers or distances to street corners. If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle:

Location of City at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to claimant:

JAVIER ROACHO

Typed Name:

Javier Roacho

Date:

8/3/22

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NOTE: CLAIMS MUST BE FILED WITH CITY CLERK (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



City of Gilroy

STAFF REPORT

Agenda Item Title:	Claim of Mark Ribeiro (The City Administrator recommends a “yes” vote under the Consent Calendar shall constitute the denial of the claim.)
Meeting Date:	February 6, 2023
From:	Jimmy Forbis, City Administrator
Department:	Administrative Services
Submitted By:	LeeAnn McPhillips, Assistant City Administrator
Prepared By:	LeeAnn McPhillips, Assistant City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

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

EXECUTIVE SUMMARY

Based on the recommendation from Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the February 6, 2023 meeting:

- Claim of Mark Ribeiro

Attachments:

1. Claim of Mark Ribeiro

File With: City Clerk's Office 7351 Rosanna Street Gilroy, CA 95020-6141	CITY OF GILROY CLAIM FOR DAMAGES To Person Or Property	CLAIM No. _____ 
INSTRUCTIONS 1. Claims for death, injury to person or to personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2) 2. Claims for damages to real property must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2) 3. Read entire claim before filing 4. See page 2 for diagram upon which to locate place of accident. 5. This claim form must be signed on page 2 at bottom. 6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.		RECEIVED JAN 17 2023
TO: CITY OF GILROY		Date of Birth of Claimant 07/01/1982
Name of Claimant Mark Ribeiro		Occupation of Claimant
Home Address of Claimant 760 Babbs Creek Drive	City and State Gilroy, Ca	Home Telephone Number 669-219-0611
Business Address of Claimant	City and State	Business Telephone Number
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: 760 Babbs Creek Drive, Gilroy, Ca 95020, (669) 219-0611		Claimant's e-mail address mribeiro0918@yahoo.com
When did DAMAGE or INJURY occur? between 12pm-1pm Date During week of 12/27/2022 Time If claim is for Equitable Indemnity, give date claimant served with the complaint: Date		Names of any city employees involved in INJURY or DAMAGE:
Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks: Damage occurred on W. Luchesa Ave, between Monterey Highway and Thomas Road throughout the entire length of road traveling westbound (from Monterey to Thomas). There are extreme un-even areas throughout the length due to recycle water main project. Trench was backfilled and patched very poorly, resulting in various uneven surfaces with pot holes and steep drop-offs within roadway. See pictures attached.		
Describe in detail the DAMAGE or INJURY occurred: Wheel on vehicle was cracked due to uneven pavement. Tire shop initially thought valve stem was leaking, so valve stem was replaced. 1 day later, the tire lost air completely. Took the tire/wheel to another tire shop to find wheel was actually cracked near valve stem. Wheel is no longer being manufactured, so I had to have it welded for repair. Due to the location of the weld, it may or may not hold long term. If it does not hold long term, all 4 wheels will need to be replaced.		
Why do you claim the city is responsible? Damage occurred on City owned and maintained roadway.		
Describe in detail each INJURY or DAMAGE: Wheel on vehicles cracked near valve stem, not allowing tire to hold air. Damage resulted from uneven surfacing on W. Luchesa Ave with various pot-holes throughout.		
SEE PAGE 2 (OVER)		THIS CLAIM MUST BE SIGNED ON REVERSE SIDE p. 26 of 88

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages Incurred to date (exact):

Damage to property..... \$ \$251.00
 Expense for medical and hospital care..... \$ 0
 Loss of earnings..... \$ 0
 Special damages for..... \$ 0

General damages..... \$ 0
 Total damages incurred to date \$ \$251.00

Estimated prospective damages as far as known:

Future expenses for medical and hospital care..... \$ 0
 Future loss of earnings..... \$ 0
 Other prospective special damages..... \$ 0
 Prospective general damages..... \$ 0
 Total estimate prospective damages ... \$ 0

Total amount claimed as of date of presentation of this claim: \$

Was damage and/or injury investigated by police? No If so, what city? _____

Were paramedics or ambulance called? No If so, name city of ambulance _____

If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and address of persons known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

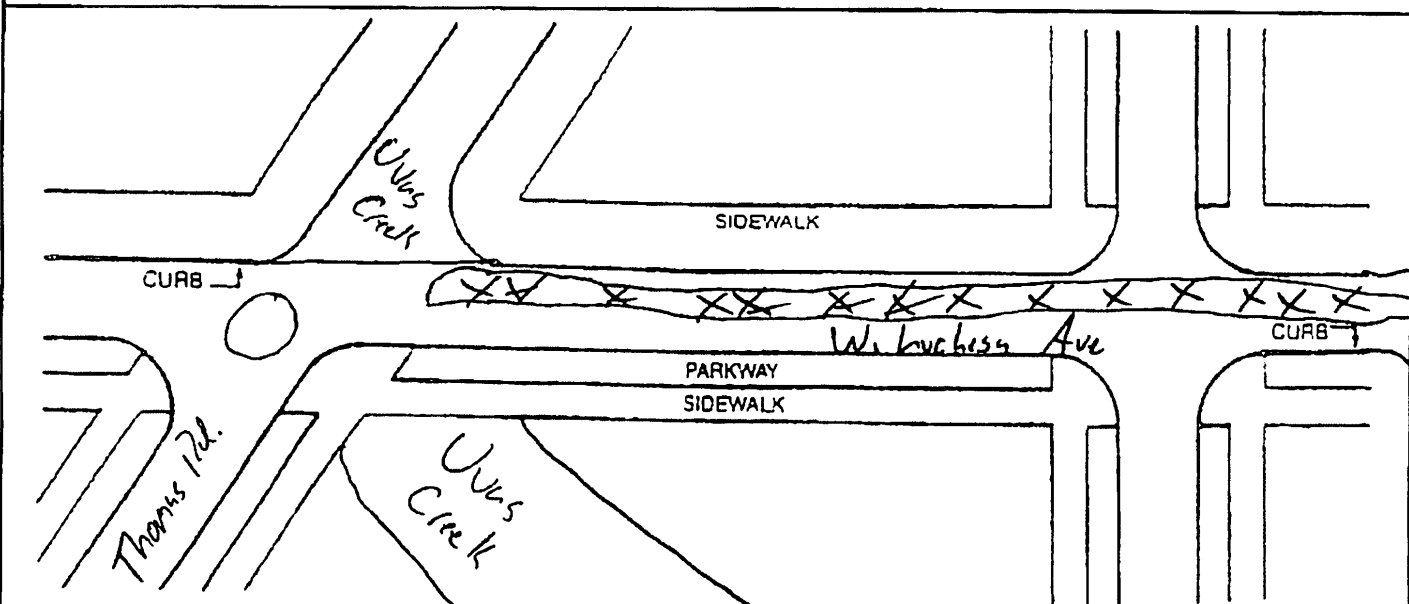
Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims, place on following diagram names of streets, including North, East, South and West: Indicate place of accident by "X" and by showing house numbers or distances to street corners. If City vehicle was involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle:

Location of City at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his behalf giving relationship to claimant: _____

Typed Name:

Mark Ribeiro

Date:

1/17/2023

NOTE: CLAIMS MUST BE FILED WITH CITY CLERK (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



City of Gilroy

STAFF REPORT

Agenda Item Title:	Approve the Purchase of Two Public Works Vehicles (One 2023 Ford Super Duty F-550 Dump Truck and One 2023 Ford F-150 Crew Cab) Utilizing Sourcewell Bid 091521-NAF in an amount not to exceed \$154,829
Meeting Date:	February 6, 2023
From:	Jimmy Forbis, City Administrator
Department:	Administrative Services
Submitted By:	LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
Prepared By:	LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager and Abraham Carmelino, Fleet Superintendent

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Approve the purchase of the below listed vehicles in an amount not to exceed \$154,829 utilizing Sourcewell bid #091521-NAF:
 - One 2023 FORD Super Duty F-550 Dump Truck (up to \$97,436.31)
 - One 2023 FORD F-150 Crew Cab (up to \$57,392.62); and
2. Authorize the City Administrator to execute all related purchase documents.

EXECUTIVE SUMMARY

During the FY 22 and 23 budget process, funds were allocated to replace some existing public works vehicles that had reached the end of their useful life. Staff reviewed the operational needs of the Water Section of Public Works Operations and identified the type of vehicle and specifications needed. Next, staff looked to see if there were other tag-on bids available through Sourcewell (formerly National Joint Powers Alliance) to obtain competitive pricing for identified vehicles. Utilizing a Sourcewell contract available to public agencies, staff has obtained competitive quotes for the two identified

8.1

Approve the Purchase of Two Public Works Vehicles (One 2023 Ford Super Duty F-550 Dump Truck and One 2023 Ford F-150 Crew Cab) Utilizing Sourcewell Bid 091521-NAF in an amount not to exceed \$154,829

vehicles. Utilizing the pre-existing Sourcewell contract allows the city to take advantage of purchasing power and competitive pricing not otherwise available in the open market.

BACKGROUND

The two public works vehicles identified above will be assigned to the Water Section of Public Works. The vehicle specifications were developed following extensive discussion with staff as well as field observation of work being performed.

The 2023 Ford F-550 Dump Truck will replace a 1989 Freightliner. This vehicle will increase capacity and its features will be a big improvement for staff utilizing the vehicle day to day. Also, after 34 years, it is difficult to locate replacement parts and maintain the vehicle. Also, the 1989 Freightliner no longer meets the California Air Resources Board emissions program and regulations, therefore, the city is limited on how many miles and hours this vehicle can be operated in a one-year period. The new replacement vehicle will be purchased utilizing the Sourcewell contract (091521-NAF) through National Auto Fleet Group for a total cost not to exceed price of \$97,436.31 (vehicle (with dump options) and tax).

The 2023 Ford F-150 Crew Cab Pick-Up Truck will replace a 2011 Ford Ranger with over 143,000 miles and which has high service requests for repairs taking it out of service frequently. In addition, parts for this vehicle are becoming more difficult to obtain and the vehicle interior has deteriorated. The new replacement vehicle is better equipped to support Water Section repairs and projects. This vehicle will be purchased using Sourcewell Contract No. 091521-NAF through National Auto Fleet Group for a total cost not to exceed price of \$57,392.62 (vehicle and tax).

Both vehicles are currently available for purchase through the Sourcewell tag-on bid/contract process. Vehicle availability has been a challenge due to the chip shortage, supply chain, and Covid. Most vehicles must be ordered a year in advance, but our timing is allowing us to take advantage of some canceled orders and current year pricing.

Staff has confirmed that these vehicles possess all the necessary features, size, tools, and equipment to assist in the completion of projects related to the Water Section of Public Works and will support the Section's goals of maintaining nine water wells, ten reservoirs, and 202 miles of potable water main line serving Gilroy's residents. In addition, both vehicles will improve safety and reliability for staff and will reduce Fleet maintenance time repairing and servicing the older vehicles.

ALTERNATIVES

Staff has evaluated alternatives such as direct bidding the purchases, however, the current vehicle availability (due to canceled orders) and pricing make purchasing now through the Sourcewell contract at the referenced dealers the best option. Direct bid will increase the cost due 2024 pricing and will delay receipt of the vehicles as orders are

8.1

Approve the Purchase of Two Public Works Vehicles (One 2023 Ford Super Duty F-550 Dump Truck and One 2023 Ford F-150 Crew Cab) Utilizing Sourcewell Bid 091521-NAF in an amount not to exceed \$154,829

taking 8-14 months for delivery. Also, the Water Section of Public Works has an immediate need for these replacement vehicles.

FISCAL IMPACT/FUNDING SOURCE

Funding for these vehicles is available in the FY 23 Fleet fund (Fund 600) and because these vehicles are for the Water Section of Public Works, a contribution to the Fleet fund was made from the Water fund as part of budget process. Also, the pricing of these vehicles is below the amount estimated and included in the FY 23 budget resulting in some savings.

The pricing for these vehicles is competitive and taking advantage of the purchasing power pricing associated with Sourcewell allows the city to obtain replacement vehicles in the most cost-efficient way.

NEXT STEPS

Following Council approval, staff will immediately finalize the contracts for the City Administrator's signature to fully secure the orders and will work with the dealers to schedule vehicle delivery.

Attachments:

1. Sourcewell Quotes with Specifications



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/24/2023 R:1/31/23

Quote ID: **22966 R1**
 Order Cut Off Date: **TBA**

Mr Abraham Carmelino
 City of Gilroy

7351 Roasanna Street

Gilroy, California, 95020

Dear Abraham Carmelino,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford Super Duty F-550 DRW (X5H) XL 4WD SuperCab 192" WB 84" CA, Order Number: 8938) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$69,265.00	\$66,391.60	4.148 %	\$2,873.40
Harbor Upfit + Handling		\$22,785.35		
Tax (9.2500 %)		\$8,248.86		
Tire fee		\$10.50		
Total		\$97,436.31		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: jcooper@nationalautofleetgroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Sales Quote

Page 1 of 1



255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote SQ72797
Sales Quote Date: 1/31/2023
Inside Sales Rep.: Kimberly Bellamy

Sell

To: NATIONAL AUTO FLEET GROUP
1601 W MAIN STREET
ALHAMBRA, CA 91801
626-414-2000 (626) 457-5590

Ship

To: CITY OF GILROY
ABRAHAM CARMELIINO 408-846-0287
613 OLD GILROY STREET
GILROY, CA 95020

Tax Ident. Type Legal Entity

Customer ID FLW01

Ship Via HARBOR
Terms 2% 10 Days, Net 30
Location BREA
Territory REGION 1

Dealer Number DEALER # F72795
SalesPerson JENNIFER
VIN

Harbor Truck and Van is Not Held Responsible for any items not listed on this quote/order. Pricing on the quote/order is valid 30 days from the sales quote/order date that is signed (and requested as needed) and the chassis/truck assigned to the quote/order arrives within that 30-day period. Both conditions must be met or the quote/order becomes null and void and must be re-quoted/re-signed.

Item No.	Description	Exp. Notes	Unit	Qty.
FORD-084-S-DRW-DSL	FORD 84" CA SUPER CAB DRW DIESEL---		EACH	1
HTDU11-4D-SA	11-FT 4D-Rugby Dump Body with SR4016 Hoist & 1/4 Cab Shield W/ Spreader Apron (HAS 17" SIDES)		EACH	1
UB361818	UNDERBED BOX 36"L X 18"H X 18"D RECESSED FOR HOOK ACCESS		EACH	2
Y11FBDWHITE-FORD	PAINT DUMPBODY WHITE		EACH	1
DU-UB-MNT-KIT	UB BOX MOUNT BRACKET KIT FOR DUMP BODY (EA BOX)		EACH	2
Z11DU	MOUNT 11FT RUGBY DUMP BODY		EACH	1
MREC-LAND-VI2.5	RECEIVER CLASS VI, LANDSCAPER - 20,000LB INCLUDES 2" INSERT		EACH	1
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1
MALARM	BACK UP ALARM - PRECO		EACH	1
MLTBAR-C	LIGHT BAR WITH MOUNT, WHELEN TAC830***TEST*****		EACH	1
MBCK-UP-CAM-LB1	REAR BACKUP CAMERA INSTALL LABOR-1 ONLY (MBCK-UP-CAM-LB1)		EACH	1
MTARP12FB	ROLLUP TARP SPRING ASSIST FOR 12FT FLATBED, 88"W (14FT TARP)		EACH	1
FREIGHT	Freight		EACH	1
MPDI	PDI FOR NEW VEHICLE		EACH	1
FUEL CHARGE	FUEL CHARGE		EACH	1

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 20,785.35
Authorized Signature _____ Date _____
Dealer VIN/VON _____
P.O.# _____

Subtotal: 20,785.35
Invoice Discount: 0.00
Total Sales Tax: 0.00

Total: 20,785.35

Vehicle Configuration Options

ENGINE	
Code	Description
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 4.10 Axle Ratio, 250 Amp Alternator, Dual 68 AH/65 AGM Battery
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	Description
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
ADDITIONAL EQUIPMENT	
Code	Description
86M	Dual 68 AH/65 AGM Battery
67E	250 Amp Alternator
41P	Transfer Case Skid Plates
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
OPTION PACKAGE	
Code	Description
660A	Order Code 660A

2023 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA

WINDOW STICKER

2023 Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA		
CODE	MODEL	MSRP
X5H	2023 Ford Super Duty F-550 DRW XL 4WD SuperCab 192" WB 84" CA	\$55,805.00
OPTIONS		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 4.10 Axle Ratio, 250 Amp Alternator, Dual 68 AH/65 AGM Battery	\$9,995.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
86M	Dual 68 AH/65 AGM Battery	INC
67E	250 Amp Alternator	\$0.00
41P	Transfer Case Skid Plates	\$100.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
660A	Order Code 660A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$67,470.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,795.00
TOTAL PRICE		\$69,265.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
--

4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
--

ADDITIONAL EQUIPMENT

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

HD 190 Amp Alternator

Towing Equipment -inc: Brake Controller and Trailer Sway Control
--

Trailer Wiring Harness

10530# Maximum Payload

GVWR: 18,000 lbs Payload Package

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Firm Suspension

Hydraulic Power-Assist Steering

40 Gal. Fuel Tank

Single Stainless Steel Exhaust

Dual Rear Wheels

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
--

Upfitter Switches

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
--

Black Fender Flares

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
--

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Front Splash Guards

Black Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/24/2023

Quote ID: **22968**

Order Cut Off Date: **8/19/2022**

Mr Abraham Carmelino
 City of Gilroy
 7351 Roasanna Street
 Gilroy, California, 95020
 Dear Abraham Carmelino,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 (W1E) XLT 4WD SuperCrew 5.5' Box 145" WB, Order Number: 6984) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$57,835.00	\$52,525.28	9.181 %	\$5,309.72
Order Number: 6984				
Tax (9.2500 %)		\$4,858.59		
Tire fee		\$8.75		
Total		\$57,392.62		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: jcooper@nationalautofleetgroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99D	Engine: 3.5L PowerBoost Full-Hybrid V6, -inc: Electronic Locking w/3.73 Axle Ratio, GVWR: 7,350 lbs Payload Package, Dual Zone Electronic Automatic Temperature Control
TRANSMISSION	
Code	Description
44H	Transmission: Hybrid Electronic 10-Speed Automatic
WHEELS	
Code	Description
64F	Wheels: 17" Silver Painted Aluminum, (STD)
TIRES	
Code	Description
---	Tires: 265/70R17 BSW A/T, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
PAINT SCHEME	
Code	Description
---	Monotone Paint Application
SEAT TYPE	
Code	Description
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: manual driver/passenger lumbar, folding armrest cupholders and storage
OPTION PACKAGE	
Code	Description
301A	Equipment Group 301A Mid, 8-Way Power Driver's Seat w/Power Lumbar, Wrapped Steering Wheel, Rear Under-Seat Storage
ADDITIONAL EQUIPMENT	
Code	Description
55A	FX4 Off-Road Package, -inc: Off-Road Tuned Front Shock Absorbers, Skid Plates (Fleet), fuel tank, transfer case and front differential, Monotube Rear Shocks, Rock Crawl Mode, 4x4 FX4 Off-Road Bodyside Decal, Hill Descent Control
53B	Class IV Trailer Hitch Receiver, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
413	Skid Plates, -inc: fuel tank, transfer case and front differential
---	GVWR: 7,350 lbs Payload Package
---	Equipment Group 301A Mid savings
AXLE RATIO	
Code	Description
XL6	Electronic Locking w/3.73 Axle Ratio

2023 Fleet/Non-Retail Ford F-150 XLT 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2023 Ford F-150 XLT 4WD SuperCrew 5.5' Box 145" WB		
CODE	MODEL	MSRP
W1E	2023 Ford F-150 XLT 4WD SuperCrew 5.5' Box 145" WB	\$49,220.00
OPTIONS		
99D	Engine: 3.5L PowerBoost Full-Hybrid V6, -inc: Electronic Locking w/3.73 Axle Ratio, GVWR: 7,350 lbs Payload Package, Dual Zone Electronic Automatic Temperature Control	\$4,495.00
44H	Transmission: Hybrid Electronic 10-Speed Automatic	\$0.00
64F	Wheels: 17" Silver Painted Aluminum, (STD)	\$0.00
—	Tires: 265/70R17 BSW A/T, (STD)	\$0.00
YZ	Oxford White	\$0.00
—	Monotone Paint Application	\$0.00
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat, -inc: manual driver/passenger lumbar, folding armrest cupholders and storage	\$0.00
301A	Equipment Group 301A Mid, 8-Way Power Driver's Seat w/Power Lumbar, Wrapped Steering Wheel, Rear Under-Seat Storage	\$2,230.00
55A	FX4 Off-Road Package, -inc: Off-Road Tuned Front Shock Absorbers, Skid Plates (Fleet), fuel tank, transfer case and front differential, Monotube Rear Shocks, Rock Crawl Mode, 4x4 FX4 Off-Road Bodyside Decal, Hill Descent Control	\$1,095.00
53B	Class IV Trailer Hitch Receiver, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)	INC
413	Skid Plates, -inc: fuel tank, transfer case and front differential	INC
—	GVWR: 7,350 lbs Payload Package	INC
—	Equipment Group 301A Mid savings	(\$1,000.00)
XL6	Electronic Locking w/3.73 Axle Ratio	INC
Please note selected options override standard equipment		
SUBTOTAL		\$56,040.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,795.00
TOTAL PRICE		\$57,835.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment**MECHANICAL**

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Silver Painted Aluminum (STD)
Tires: 265/70R17 BSW A/T (STD)

ADDITIONAL EQUIPMENT

50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1765# Maximum Payload
GVWR: 6,470 lbs Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Chrome Rear Step Bumper
Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Defroster
Variable Intermittent Wipers
Deep Tinted Glass
Aluminum Panels
Black Grille w/Chrome Surround
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Cargo Lamp w/High Mount Stop Light
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Daytime Running Lights Preference Setting
Headlamps w/Delay-Off

Front Fog Lamps
Perimeter/Approach Lights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Fixed Antenna
Cloth 40/20/40 Front Seat -inc: manual driver/passenger lumbar, folding armrest cupholders and storage
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Full Cloth Headliner
Urethane Gear Shifter Material
Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and Locking 1st Row Underseat Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
2 Seatback Storage Pockets
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration
ABS And Driveline Traction Control

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Rear Child Safety Locks
Dynamic Hitch Assist Back-Up Camera



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduction of An Ordinance of the City Council of the City of Gilroy Amending Chapter 19C of the Gilroy City Code Relating to Social Host Accountability to Increase the Penalty Amounts and Increase the Period of Time for Issuing Citations

Meeting Date: February 6, 2023
 From: Jimmy Forbis, City Administrator
 Department: Administration
 Submitted By: Bryce Atkins, Assistant to the City Administrator
 Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

- a) Motion to read the ordinance by title only and waive further reading; and
- b) Introduce an Ordinance of the City Council of the City of Gilroy Amending Chapter 19C of the Gilroy City Code Relating to Social Host Accountability to Increase the Penalty Amounts and Increase the Period of Time for Issuing Citations.

BACKGROUND

At the June 6, 2022 Regular City Council Meeting, the City Council initiated a future agenda item to bring back the social host ordinance for review. The ordinance was reviewed at the January 9, 2023 Regular City Council Meeting, where direction was received to increase the penalties for a first offense up to \$1,000 and increase the time period for issuing citations with the amount of time to be proposed by staff.

ANALYSIS

There are no changes proposed relating to the regulatory nature of the ordinance. The only changes are those two that were requested for the enforcement of those regulations.

As such, attached is an ordinance for Council consideration to introduce for future adoption.

The ordinance amends Section 19C.4(a)(1) to change the initial penalty to \$1,000, the second and each subsequent offense to \$2,000. This would not change the third or subsequent violations by comparison, as the penalty is escalated in the second citation amount to the same amount as the third violation under the current code – \$2,000. This penalty structure is consistent with the Fireworks Host Liability penalties.

The ordinance also amends Section 19C.4(a)(2), to allow for administrative citations to be issued up to one-hundred eighty (180) days, roughly six months after the violation. Staff would seek to issue the citations as close to the violation date as possible, but in the instance of multiple citations, and/or if the investigation into the incident is required, this would provide a more reasonable amount of time for this work to be conducted and citations issued.

ALTERNATIVES

Council may adopt, amend, or reject the proposed ordinance.

FISCAL IMPACT/FUNDING SOURCE

There is no defined fiscal impact to the City as the revenue from penalties would only be triggered in the case of a violation. In the event of a violation being issued, the City would receive \$750 more per first violation, \$1,000 more for each second violation, and the penalty would be the same for the third and each subsequent violation.

PUBLIC OUTREACH

This item was discussed at the January 9, 2023 Regular City Council Meeting. Additionally, the introduction of this ordinance and its future date for adoption was advertised in the newspaper and this agenda item was included on the publicly posted agenda for this meeting.

NEXT STEPS

Should Council introduce the ordinance, the ordinance would be brought before Council on the February 27th regular Council Meeting for adoption.

Attachments:

1. Draft Social Host Accountability Amendment Ordinance

ORDINANCE NO. 2023-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING CHAPTER 19C OF THE GILROY CITY CODE RELATING TO SOCIAL HOST ACCOUNTABILITY TO INCREASE THE PENALTY AMOUNTS AND INCREASE THE PERIOD OF TIME FOR ISSUING CITATIONS**

WHEREAS, the City of Gilroy (City) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the occurrence of loud or unruly gatherings on private property where alcoholic beverages are served to, consumed by or in the possession of underage persons is harmful to the underage persons themselves, and is a threat to the public health, safety, or quiet enjoyment of residential property and the general welfare; and

WHEREAS, the imposition of administrative penalties on persons for loud or unruly gatherings where alcohol is consumed by, served to or in the possession of underage persons is a reasonable and necessary means to protect and promote the health, safety, and general welfare of the youth and other residents of the City of Gilroy; and

WHEREAS, the imposition of an administrative fee upon social hosts and/or landowners who knowingly allow such loud or unruly gatherings to occur on their premises, at their residence, or at rented facilities where alcoholic beverages are served to, consumed by, or in the possession of underage persons is a reasonable and necessary means to offset the municipal costs associated with providing fire, police and other emergency services to loud or unruly gatherings; and

WHEREAS, Ordinance 2007-14 was adopted on June 4, 2007 to establish Chapter 19C of the Gilroy City Code relating to social host accountability, including the establishment of fines and time period for issuance of administrative citations; and

WHEREAS, the City Council has determined that the fine amount is too low and desires to increase the fine amount associated with violations; and

WHEREAS, the time period of thirty (30) days after the violation to issue the citation is too short to be reasonable in the instances when multiple citations are possible and/or investigations into the violations are needed to determine proper citation issuance; and

WHEREAS, the City Council introduced the ordinance on February 6, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I

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

SECTION II

That Section 19C.4(a)(1) shall be amended to read as follows.

(1) Administrative Penalties. A first violation of this section shall result in a citation with a one-thousand-dollar (\$1,000.00) penalty. A second or subsequent violation within a twelve-month period shall result in a citation with a two-thousand-dollar (\$2,000.00) penalty.

SECTION III

That Section 19C.4(a)(2) shall be amended to read as follows.

(2) The police shall give notice of a violation of this section by issuing an administrative citation to any and all persons identified by the enforcement officer within one hundred eighty (180) days of the violation. The administrative citation shall also give notice of the right to request an administrative hearing to challenge the validity of the administrative citation and the time for requesting that hearing pursuant to section 19C.6 below.

SECTION IV

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 V

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GILROY this 27th
day of February, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title:	Introduction of an Ordinance of the City Council of the City of Gilroy Amending Chapter 19B of the Gilroy City Code Relating to Smoking Pollution Control to Prohibit Smoking at Multi-family Housing Properties and Public Events
Meeting Date:	February 6, 2023
From:	Jimmy Forbis, City Administrator
Department:	Administration
Submitted By:	Bryce Atkins, Assistant to the City Administrator
Prepared By:	Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Promote Safe Affordable Housing for All

RECOMMENDATION

1. Motion to read the ordinance by title only and waive further reading of the ordinance; and
2. Introduce an Ordinance of the City Council of the City of Gilroy Amending Chapter 19B of the Gilroy City Code Relating to Smoking Pollution Control to Prohibit Smoking at Multi-family Housing Properties and Public Events.

BACKGROUND

The item was initiated by Council on May 16, 2022, to agendize a discussion regarding Chapter 19B relating to smoking prohibitions. The item was heard by the City Council at the regular City Council meeting on October 3, 2022. At that time, the Council provided direction to bring back an ordinance banning smoking at multi-family housing properties as well as at public events. Staff began development and returned to Council at the January 23, 2023 meeting to receive additional feedback on a few of the ordinance provisions based upon its research. Having that feedback, staff completed the development of the proposed ordinance, and is before the Council for the introduction of the new ordinance.

ANALYSIS

Staff commenced a review of other municipal ordinances in Santa Clara County of ordinances relating to the prohibition of smoking at multi-family housing (MFH) properties, as well as at public events. Staff also received specific direction on key terms of prohibitions that were not specifically addressed in the direction but were in other example ordinances.

The proposed changes are described below. Attached to this staff report is the proposed ordinance effectuating the expanded prohibitions, as well as a redline edit that shows the changes to the Gilroy City Code if adopted.

19B.1 Definitions

These changes include definitions of terms in the new code language. Key new definitions include the establishment of MFH property as being of two or more units, as well as the exceptions for hotels, mobile home parks, and accessory dwelling units, to name a few. Additionally, the definition of Reasonable Distance is used to establish buffer zones around areas where smoking is prohibited. The third definition identified for specific attention is the definition of Public Event, which is any event that may be open to or attended by the general public, including a farmer's market, parade, craft fair, or similar event in which the public is invited or in which the public is permitted. Smoking is still permitted on streets and sidewalks being used in a traditional capacity as a pedestrian or vehicular thoroughfares unless it is being used in association with a public event, at which point if it is in the public event area or reasonable distance smoking will be prohibited. There are additional definitions contained in the ordinance to aid in interpreting the code language.

19B.2 Smoking Prohibited

Public events and MFH are added to the list of areas smoking is prohibited within.

19B.6 Smoking Prohibited – Multi-Family Housing

This is the addition that contains the regulations prohibiting smoking at MFH properties. The prohibition includes the requirement that the ban includes new and existing units, enclosed or unenclosed common areas, within a reasonable distance. There is an option for the property owner to have a designated smoking area provided the requirements contained in the ordinance are met is included in lease agreements, as well as granting the status of a third-party beneficiary to other tenants of MFH properties to sue tenants violating the code to enforce compliance. It also allows the City to enforce but does not require the City to enforce these provisions. Property owners and managers who follow the requirements of this chapter would not be responsible for violations of the requirements by tenants or residents, or their guests.

ALTERNATIVES

Council may modify or reject the proposed ordinance. Should Council wish to modify the proposed ordinance, staff will take those comments, modify the ordinance and restart the adoption process.

FISCAL IMPACT/FUNDING SOURCE

There are no anticipated fiscal impacts from the adoption of this ordinance aside from outreach efforts which will be absorbed within existing budget appropriations.

PUBLIC OUTREACH

There have been multiple agenda items on publicly posted meeting agendas for this topic. These include the meetings of October 3, 2022, and January 23, 2023, and this agenda. Additionally, this item was advertised in the newspaper for this introduction as well as adoption potentially on February 27, 2023.

NEXT STEPS

If Council introduces the ordinance, the ordinance will return to the following meeting of February 27, 2023, on the consent calendar.

Attachments:

1. Draft Ordinance
2. Gilroy City Code Chapter 19B – Redline edits

ORDINANCE NO. 2023-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY
AMENDING CHAPTER 19B OF THE GILROY CITY CODE RELATING TO
SMOKING POLLUTION CONTROL TO PROHIBIT SMOKING AT MULTI-
FAMILY HOUSING PROPERTIES AND PUBLIC EVENTS**

WHEREAS, the City of Gilroy (City) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke and the California Air Resources Board identified secondhand smoke as a toxic air contaminant for which there is no safe level of exposure; and

WHEREAS, according to the Centers for Disease Control, secondhand smoke is responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year; and

WHEREAS, in children, secondhand smoke causes ear infections, more frequent and severe asthma attacks, respiratory infections, and increases the risk of Sudden Infant Death Syndrome (SIS); and

WHEREAS, research demonstrates that secondhand smoke in multi-unit housing can and does transfer between units, creeping under doorways and through wall cracks; and

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this a potential health hazard; and

WHEREAS, pursuant to California Health and Safety Code Section 118910, California cities and counties have the legal authority to adopt local laws that prohibit all tobacco use indoors and outdoors in areas not already covered by state law; and

WHEREAS, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-tobacco users, especially children, to protect the public from exposure to secondhand smoke where they live, work, and play, and to protect the public from nonconsensual exposure to secondhand smoke in and around their homes, the City desires to amend and add new sections to Chapter 19B of the Gilroy City Code relating to smoking within multi-unit housing properties and at public events.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GILROY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I

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

SECTION II

That Section 19B.1, entitled “Definitions”, shall be amended to read as follows.

19B.1 Definitions.

These definitions are not intended to be used in interpretation of the City’s Zoning Code or any other provisions of the Gilroy City Code except as used in this Chapter. The following words and phrases, whenever used in this chapter, shall be construed as follows:

“Bar” means any area or a room utilized primarily for the sale of intoxicating liquors for consumption by guests on the premises and in which the sale of food and the provision of entertainment are merely incidental to the sale of intoxicating liquors.

“Common Area” means every area of a Multi-unit Residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

“Employee” means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit.

“Employer” means any person who employs the services of an individual person.

“Enclosed area” means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or four walls or other vertical boundaries that exceed six feet in height whether or not those boundaries include vents or other openings.

“Multi-unit Residence” means property containing two or more attached units, including, but not limited to, apartment buildings, condominiums, duplexes and triplexes, attached single-family homes, senior and assisted living facilities, and long-term health care facilities. “Multi-unit Residences” do not include the following:

1. a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
2. a mobile home park;
3. a campground; and
4. a detached single-family home with or without an attached or detached accessory dwelling unit, junior accessory dwelling unit, or second unit.

“Open to the public” means available for use by or accessible to the general public during the normal course of business conducted by either private or public entities.

“Park” means a park, playground, swimming pool, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation, with the exceptions that “park” does not include the Gilroy Municipal Golf Course, Gilroy Gardens, or Christmas Hill Park during the Gilroy Garlic Festival.

“Person” means any natural person, business, cooperative association, nonprofit entity, personal representative, receiver, trustee, assignee, or other legal entity including government agencies.

“Public event” means any event which may be open to or attended by the general public, including a farmer’s market, parade, craft fair, or similar event. Public events may be located within an enclosed or unenclosed area to which the public is invited or in which the public is permitted. Smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless it is being used in association with a public event, or otherwise prohibited by this chapter or other law. The prohibition of smoking at public events includes the full area permitted or identified as the boundaries of the public event, plus a reasonable distance area from the boundary of the event, as defined in this chapter.

“Restaurant” means any coffee shop, cafeteria, short order cafe, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private school cafeteria or eating establishment, and any other eating establishment, organization, club (including veterans club), boarding house, or guesthouse, the primary function of which is to give, sell or offer for sale food to the public, guests, patrons, or employees, except that the term “restaurant” shall not include a tavern or a cocktail lounge if said tavern or cocktail lounge is a bar as defined in this section.

“Reasonable Distance” means a distance of twenty-five (25) feet in any direction from any doorway, window opening, crack, or vent of any area where smoking is prohibited under of this chapter. Nothing in this definition shall limit or reduce the minimum smoking prohibition distance requirements for any publicly owned or utilized building or structure, subject to state or federal regulations.

“Smoke” or “smoking” means and includes inhaling or exhaling upon, burning or carrying any lighted smoking equipment for tobacco, or any other plant or product used for the personal habit commonly known as smoking.

“Unenclosed area” means any area that is not an enclosed area.

“Unit” means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use area, such as a private balcony, porch, deck, or patio. “Unit” includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, community care facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy facility; a room in a homeless

shelter; a mobile home; a camper vehicle or tent; a single-family home; and an accessory dwelling unit, junior accessory dwelling unit, or second unit.

SECTION III

That Section 19B.2 shall be amended to read as follows.

19B.2 Smoking prohibited.

Labor Code Section 6404.5 prohibits smoking in enclosed places of employment (as defined in that code section) in the State of California. In addition, pursuant to Labor Code Section 6404.5, local governments retain the right to adopt and implement stricter anti-smoking requirements than are imposed pursuant to Labor Code Section 6404.5, including the right to regulate and prohibit smoking in any area not defined as a place of employment or in which smoking is not regulated pursuant to Labor Code Section 6404.5. This chapter is intended to supplement the provisions of Labor Code Section 6404.5. All places within the city shall be subject to the provisions of Labor Code Section 6404.5, as such section may be amended or recodified from time to time. In addition, smoking is prohibited in all of the following places within the city:

- (1) Outdoor Eating Areas. Fifty (50) percent of outdoor eating areas for all restaurants, which shall be reserved for nonsmokers.
- (2) Elevators. Elevators in buildings generally open to and used by the public, including elevators in apartment buildings, irrespective of the number of living units in such apartment buildings.
- (3) Hospitals and Health Care Facilities. Every public and private health care facility including, but not limited to, hospitals, clinics, and physicians and dentists offices, provided that smoking is permitted in patient smoking areas of long-term health care facilities, as defined in Section 1418 of the Health and Safety Code.
- (4) Places of Public Assembly. Hearing rooms or places of public assembly owned by the city or in which the business of the city, or any of its boards or commissions, is conducted.
- (5) Public Lobbies, Public Hallways. Waiting rooms, lobbies and public hallways of every building under direct or indirect control of the city.
- (6) Museums, Libraries, Galleries. All museums, libraries and galleries.
- (7) Designated Nonsmoking Areas. Any area of any business, governmental or charitable establishment which has been designated by the owner or person in charge of such establishment as a nonsmoking area and marked with a nonsmoking sign or signs. Exceptions set forth later in this chapter shall not apply to this subsection.
- (8) Public Restrooms. Public restrooms.

(9) Parks. Parks grounds and parking lot(s).

(10) Public Events as defined in Section 19B.1.

(11) Multi-unit housing as regulated by Section 19B.6.

SECTION IV

That Section 19B.6 shall be added to read as follows.

19B.6 Smoking prohibited - multi-unit housing

(a) Beginning April 1, 2023, smoking is prohibited and no person shall smoke inside any new or existing unit of a Multi-unit Residence, in any enclosed or unenclosed Common Area of a Multi-unit Residence, or within a Reasonable Distance of any operable doorway, window, opening, or vent of a Multi-unit Residence.

(b) Smoking is prohibited in Multi-unit Residences as provided in subsection (a) of this section, except that a person with legal control over a Common Area, or authorized representative, may designate a portion of the common area as a designated smoking area; provided, that at all times the designated smoking area complies with subsection (c) of this section.

(c) Designated Smoking Areas in Multi-unit Residences. A designated smoking area shall:

1. Be an Unenclosed Area;
2. Be a Reasonable Distance from Unenclosed Areas primarily used by children and unenclosed areas with improvements that facilitate physical activity including, for example, playgrounds, tennis courts, swimming pools, and school campuses;
3. Be a Reasonable Distance in any direction from any operable doorway, window, opening or other vent into an enclosed area that is located at the Multi-unit Residence and is a Nonsmoking Area;
4. Be a Reasonable Distance in any direction from a Nonsmoking Area and/or any operable doorway, window, opening or other vent into an enclosed area of adjacent private property;
5. Have a clearly marked perimeter;
6. Have a receptacle for cigarette butts that is emptied and maintained; and
7. Be identified by conspicuous signs.

(d) Smoking is prohibited in adjacent unenclosed property within a Reasonable Distance in any direction of any doorway, window, opening, or other vent into an enclosed area of a Multi-unit Residence.

(e) Common Areas Free from Smoking Waste. Persons with legal control over common areas in Multi-unit Residences, and their authorized representatives, shall ensure that all Common Areas except those meeting the requirements of subsection (C) of this section remain free of Smoking and tobacco waste, and ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking and tobacco waste.

(f) Signage. “No smoking” signs shall be posted as required by Section 19B.4 of this chapter but are not required inside any unit of a Multi-unit Residence. Signs shall be maintained by the person or persons with legal control over the common areas or the authorized representative of such person.

(g) Lease Terms. Every lease or other rental agreement for the occupancy of a new or existing unit in a Multi-unit Residence entered into, renewed, or continued month-to-month after April 1, 2023 shall include the following:

1. A clause providing that it is a material breach of the agreement to Smoke or allow Smoking:
 - a. in the Unit, including exclusive-use areas such as balconies, porches, or patios; and
 - b. in any Common Area of the Multi-unit Residence other than a designated Smoking area.
2. A description of and/or image depicting the location(s) of any designated Smoking area(s) on the property, if any.
3. A clause expressly conveying third-party beneficiary status to all occupants of the Multi-unit Residence as to the Smoking provisions of the lease or other rental agreement. Such a clause shall provide that any tenant of the Multi-unit Residence may sue another tenant/owner to enforce the Smoking provisions of the agreement but that no tenant shall have the right to evict another tenant for a breach of the Smoking provisions of the agreement.

(h) Whether or not a landlord complies with subsection (g) of this section, the clauses required by that subsection shall be implied and incorporated by law into every agreement to which subsection (g) of this section applies and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsection (g) of this section.

(i) Other Requirements and Prohibitions

1. No Person shall dispose of used Smoking waste within the boundaries of an area in which Smoking is prohibited by this chapter.
2. The presence of Smoking waste receptacles in violation of subsection (i)(1) above or the absence of signs shall not be a defense to a violation of any provision of this chapter.
3. Each instance of Smoking in violation of this chapter shall constitute a separate violation. For violations other than Smoking, each day of a continuing violation of this chapter shall constitute a separate violation.

(j) Violation – penalty

1. For violations of this Section 19B.6, the remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity. Except as otherwise provided, enforcement of this chapter is at the sole discretion of the city. Nothing in this chapter shall create a right of action in any person against the city or its agents to compel public enforcement of this article against any party.

2. Any person who violates any of the provisions of this Section 19B.6 shall be guilty of an infraction and upon conviction thereof shall be punished as provided in Chapter 1.7 or, in the alternative, subject to enforcement action pursuant to Chapter 6A.13: Administrative citation.
3. Any violation of this Section 19B.6 is hereby declared to be a public nuisance.
4. In addition to other remedies provided by this section or otherwise available at law or in equity, any violation of this section may be remedied by a civil action brought by the city attorney, including, without limitation, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
5. Owners, operators, property managers, and officers of homeowners' associations for residential properties, whether rental or owner-occupied, are required to post signs in accordance with Section 19B.4 and provide notice to residents or tenants of the requirements of this Chapter. Owners, operators, and property managers of rental property must include the requirements of Section 19B.6(g) in their leases or other rental agreements. If the owners, operators, property managers, and officers of rental property and homeowners' associations for residential properties have satisfied these requirements, they shall not be responsible for violations of the requirements of this chapter by tenants or residents, guests, or invitees of tenants or residents.

SECTION V

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 VI

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GILROY this 27th
day of February 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

Chapter 19B**SMOKING POLLUTION CONTROL¹**

Sections:

- 19B.1 Definitions.
- 19B.2 Smoking prohibited.
- 19B.3 Smoking regulated—Places of employment.
- 19B.4 Posting of signs.
- 19B.5 Enforcement and penalties.
- 19B.6 Smoking prohibited - multi-unit housing

19B.1 Definitions.

These definitions are not intended to be used in interpretation of the City's Zoning Code or any other provisions of the Gilroy City Code except as used in this Chapter. The following words and phrases, whenever used in this chapter, shall be construed as follows:

"Bar" means any area or a room utilized primarily for the sale of intoxicating liquors for consumption by guests on the premises and in which the sale of food and the provision of entertainment are merely incidental to the sale of intoxicating liquors.

"Common Area" means every area of a Multi-unit Residence that residents of more than one unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

"Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit.

"Employer" means any person who employs the services of an individual person.

"Enclosed area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or four walls or other vertical boundaries that exceed six feet in height whether or not those boundaries include vents or other openings.

"Multi-unit Residence" means property containing two or more attached units, including, but not limited to, apartment buildings, condominiums, duplexes and triplexes, attached single-family homes, senior and assisted living facilities, and long-term health care facilities. "Multi-unit Residences" do not include the following:

1. a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
2. a mobile home park;
3. a campground; and
4. a detached single-family home with or without an attached or detached accessory dwelling unit, junior accessory dwelling unit, or second unit.

"Open to the public" means available for use by or accessible to the general public during the normal course of business conducted by either private or public entities.

"Park" means a park, playground, swimming pool, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation, with the exceptions that "park" does not include the Gilroy Municipal Golf Course, Gilroy Gardens, or Christmas Hill Park during the Gilroy Garlic Festival.

"Person" means any natural person, business, cooperative association, nonprofit entity, personal representative, receiver, trustee, assignee, or other legal entity including government agencies.

"Public event" means any event which may be open to or attended by the general public, including a farmer's market, parade, craft fair, or similar event. Public events may be located within an enclosed or unenclosed area to which the public is invited or in which the public is permitted. Smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless it is being used in association with a public event, or otherwise prohibited by this chapter or other law. The prohibition of smoking at public events includes the full area permitted or identified as the boundaries of the public event, plus a reasonable distance area from the boundary of the event, as defined in this chapter.

“Restaurant” means any coffee shop, cafeteria, short order cafe, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private school cafeteria or eating establishment, and any other eating establishment, organization, club (including veterans club), boarding house, or guesthouse, the primary function of which is to give, sell or offer for sale food to the public, guests, patrons, or employees, except that the term “restaurant” shall not include a tavern or a cocktail lounge if said tavern or cocktail lounge is a bar as defined in this section.

"Reasonable Distance" means a distance of twenty -five (25) feet in any direction from any doorway, window opening, crack, or vent of any area where smoking is prohibited under of this chapter. Nothing in this definition shall limit or reduce the minimum smoking prohibition distance requirements for any publicly owned or utilized building or structure, subject to state or federal regulations.

“Smoke” or “smoking” means and includes inhaling or exhaling upon, burning or carrying any lighted smoking equipment for tobacco, or any other plant or product used for the personal habit commonly known as smoking. (Ord. No. 95-3, 1-23-95; Ord. 2012-09 § 1, 6-18-12)

"Unenclosed area" means any area that is not an enclosed area.

“Unit” means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use area, such as a private balcony, porch, deck, or patio. “Unit” includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, community care facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an accessory dwelling unit, junior accessory dwelling unit, or second unit.

19B.2 Smoking prohibited.

Labor Code Section 6404.5 prohibits smoking in enclosed places of employment (as defined in that code section) in the State of California. In addition, pursuant to Labor Code Section 6404.5, local governments retain the right to adopt and implement stricter anti-smoking requirements than are imposed pursuant to Labor Code Section 6404.5, including the right to regulate and prohibit smoking in any area not defined as a place of employment or in which smoking is not regulated pursuant to Labor Code Section 6404.5. This chapter is intended to supplement the provisions of Labor Code Section 6404.5. All places within the city shall be subject to the provisions of Labor Code Section 6404.5, as such section may be amended or recodified from time to time. In addition, smoking is prohibited in all of the following places within the city:

- (1) Outdoor Eating Areas. Fifty (50) percent of outdoor eating areas for all restaurants, which shall be reserved for nonsmokers.
- (2) Elevators. Elevators in buildings generally open to and used by the public, including elevators in apartment buildings, irrespective of the number of living units in such apartment buildings.
- (3) Hospitals and Health Care Facilities. Every public and private health care facility including, but not limited to, hospitals, clinics, and physicians and dentists offices, provided that smoking is permitted in patient smoking areas of long-term health care facilities, as defined in Section 1418 of the Health and Safety Code.
- (4) Places of Public Assembly. Hearing rooms or places of public assembly owned by the city or in which the business of the city, or any of its boards or commissions, is conducted.
- (5) Public Lobbies, Public Hallways. Waiting rooms, lobbies and public hallways of every building under direct or indirect control of the city.
- (6) Museums, Libraries, Galleries. All museums, libraries and galleries.
- (7) Designated Nonsmoking Areas. Any area of any business, governmental or charitable establishment which has been designated by the owner or person in charge of such establishment as a nonsmoking area and marked with a nonsmoking sign or signs. Exceptions set forth later in this chapter shall not apply to this subsection.
- (8) Public Restrooms. Public restrooms.
- (9) Parks. Parks grounds and parking lot(s). (Ord. No. 95-3, 1-23-95; Ord. No. 2012-09 § 2, 6-18-12; Ord. No. 2021-01 § 1, 3-1-21)
- (10) Public Events as defined in Section 19B.1.
- (11) Multi-unit housing as regulated by Section 19B.6.

19B.3 Smoking regulated—Places of employment.

Within ninety (90) days after the effective date of this chapter, each employer shall adopt, implement, make known and maintain a written smoking policy consistent with all of the provisions of this chapter and with the provisions of Labor Code Section 6404.5.

- (1) In any dispute arising under the smoking policy, the rights of the nonsmoker shall be given precedence.
- (2) The smoking policy shall be communicated to all employees within three (3) weeks after its adoption, and at least yearly thereafter.
- (3) All employers shall supply a written copy of the smoking policy to any prospective employee who so requests. Employers shall also furnish all signs required to implement the smoking policy for their business. (Ord. No. 95-3, 1-23-95)

19B.4 Posting of signs.

(a) Posting of signs shall be the responsibility of the owner, operator, manager or other person having control of any place where smoking is prohibited by this chapter.

(b) “No Smoking” signs with letters of not less than one (1) inch in height or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every room, building or other place where smoking is regulated by this chapter, including, but not limited to, all entrances, all restrooms and all elevators. Signs of equivalent size and character reading “Smoking Permitted” may be posted where legally applicable. Alternative means of notification (individual place cards, etc.) may be employed, provided they are equivalent to the aforementioned signs in their effect. All other signs required by this chapter shall be posted within ninety (90) days after the effective date of this chapter.

(c) The absence of signs prohibiting smoking or permitting smoking in designated areas shall not be a defense to a violation of any provision of this chapter. (Ord. No. 95-3, 1-23-95; Ord. 2012-09 § 3, 6-18-12)

19B.5 Enforcement and penalties.

(a) Enforcement of this chapter and Labor Code Section 6404.5 shall be carried out by the city administrator of the city or his/her designee. During business license renewal, the finance department of the city shall require from any establishment which comes under the provisions of this chapter or Labor Code Section 6404.5 a self-certification from the owner, manager, operator, or other person having control of such establishment, that all requirements of this chapter and Labor Code Section 6404.5 have been complied with in such form required by the city from time to time. Any owner, manager, operator, or other person having control of such establishment shall respond to the city's request for certification within sixty (60) days after said request. Failure to self-certify shall be grounds to deny said business license, and initiate proceedings for violation of this chapter. Any owner, manager, operator, or employee of any establishment shall have the right to inform persons violating this chapter of the appropriate provisions thereof.

(b) Any person violating any of the provisions of this chapter shall be guilty of an infraction punishable according to city and state codes. (Ord. No. 95-3, 1-23-95)

¹ **Prior legislation:** Ord. Nos. 86-18 and 93-4.

19B.6 Smoking prohibited - multi-unit housing

(a) Beginning April 1, 2023, smoking is prohibited and no person shall smoke inside any new or existing unit of a Multi-unit Residence, in any enclosed or unenclosed Common Area of a Multi-unit Residence, or within a Reasonable Distance of any operable doorway, window, opening, or vent of a Multi-unit Residence.

(b) Smoking is prohibited in Multi-unit Residences as provided in subsection (a) of this section, except that a person with legal control over a Common Area, or authorized representative, may designate a portion of the common area as a designated smoking area; provided, that at all times the designated smoking area complies with subsection (c) of this section.

(c) Designated Smoking Areas in Multi-unit Residences. A designated smoking area shall:

1. Be an Unenclosed Area;
2. Be a Reasonable Distance from Unenclosed Areas primarily used by children and unenclosed areas with improvements that facilitate physical activity including, for example, playgrounds, tennis courts, swimming pools, and school campuses;
3. Be a Reasonable Distance in any direction from any operable doorway, window, opening or other vent into an enclosed area that is located at the Multi-unit Residence and is a Nonsmoking Area;
4. Be a Reasonable Distance in any direction from a Nonsmoking Area and/or any operable doorway, window, opening or other vent into an enclosed area of adjacent private property;
5. Have a clearly marked perimeter;
6. Have a receptacle for cigarette butts that is emptied and maintained; and
7. Be identified by conspicuous signs.

(d) Smoking is prohibited in adjacent unenclosed property within a Reasonable Distance in any direction of any doorway, window, opening, or other vent into an enclosed area of a Multi-unit Residence.

(e) Common Areas Free from Smoking Waste. Persons with legal control over common areas in Multi-unit Residences, and their authorized representatives, shall ensure that all Common Areas except those meeting the requirements of subsection (c) of this section remain free of Smoking and tobacco waste, and ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking and tobacco waste.

(f) Signage. “No smoking” signs shall be posted as required by Section 19B.4 of this chapter but are not required inside any unit of a Multi-unit Residence. Signs shall be maintained by the person or persons with legal control over the common areas or the authorized representative of such person.

(g) Lease Terms. Every lease or other rental agreement for the occupancy of a new or existing unit in a Multi-unit Residence entered into, renewed, or continued month-to-month after April 1, 2023 shall include the following:

1. A clause providing that it is a material breach of the agreement to Smoke or allow Smoking:
 - a. in the Unit, including exclusive-use areas such as balconies, porches, or patios; and
 - b. in any Common Area of the Multi-unit Residence other than a designated Smoking area.
2. A description of and/or image depicting the location(s) of any designated Smoking area(s) on the property, if any.
3. A clause expressly conveying third-party beneficiary status to all occupants of the Multi-unit Residence as to the Smoking provisions of the lease or other rental agreement. Such a clause shall provide that any tenant of the Multi-unit Residence may sue another tenant/owner to enforce the Smoking provisions of the agreement but that no tenant shall have the right to evict another tenant for a breach of the Smoking provisions of the agreement.

(h) Whether or not a landlord complies with subsection (g) of this section, the clauses required by that subsection shall be implied and incorporated by law into every agreement to which subsection (g) of this section applies and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsection (g) of this section.

(i) Other Requirements and Prohibitions

1. No Person shall dispose of used Smoking waste within the boundaries of an area in which Smoking is prohibited by this chapter.

19B.56 Smoking prohibited – multi-unit housing enforcement and penalties.

2. The presence of Smoking waste receptacles in violation of subsection (i)(1) above or the absence of signs shall not be a defense to a violation of any provision of this chapter.
3. Each instance of Smoking in violation of this chapter shall constitute a separate violation. For violations other than Smoking, each day of a continuing violation of this chapter shall constitute a separate violation.

(j) Violation – penalty

1. For violations of this Section 19B.6, the remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity. Except as otherwise provided, enforcement of this chapter is at the sole discretion of the city. Nothing in this chapter shall create a right of action in any person against the city or its agents to compel public enforcement of this article against any party.
2. Any person who violates any of the provisions of this Section 19B.6 shall be guilty of an infraction and upon conviction thereof shall be punished as provided in Chapter 1.7 or, in the alternative, subject to enforcement action pursuant to Chapter 6A.13: Administrative citation.
3. Any violation of this Section 19B.6 is hereby declared to be a public nuisance.
4. In addition to other remedies provided by this section or otherwise available at law or in equity, any violation of this section may be remedied by a civil action brought by the city attorney, including, without limitation, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- 4.5. Owners, operators, property managers, and officers of homeowners' associations for residential properties, whether rental or owner-occupied, are required to post signs in accordance with Section 19B.4 and provide notice to residents or tenants of the requirements of this Chapter. Owners, operators, and property managers of rental property must include the requirements of Section 19B.6(g) in their leases or other rental agreements. If the owners, operators, property managers, and officers of rental property and homeowners' associations for residential properties have satisfied these requirements, they shall not be responsible for violations of the requirements of this chapter by tenants or residents, guests, or invitees of tenants or residents.



City of Gilroy

STAFF REPORT

Agenda Item Title: Discussion and Possible Direction Concerning Oversight/Administration of Council-Adopted Downtown Initiatives

Meeting Date: February 6, 2023

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Jimmy Forbis, City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Council deliberate the following options for administering Downtown initiatives:

1. Continuing current reporting structure for Council to receive information concerning Downtown-related projects/issues; or
2. Forming a City Council Downtown Committee (subject to the Ralph M. Brown Act); or
3. Tabling topic until the March 13, 2023 City Council Goal Setting/Priority workshop.

BACKGROUND

At the November 1, 2021 City Council meeting, the City Council approved the formation of an ad hoc committee for Gourmet Alley, which transitioned in focus into an ad hoc committee for Downtown (Committee). Council Members Armendariz, Marques, and Tovar volunteered to join the Committee. Council Member Tovar was appointed by the Committee as Chair and Council Member Marques as Vice-Chair.

The Committee began identifying challenges and opportunities to spur revitalization throughout the entire downtown. As a result of early discussions, the Committee

developed four policy recommendations that were presented and approved by the full City Council on July 5, 2022.

Subsequently, the Committee presented five additional recommendations which were approved at the regular City Council meeting on October 17, 2022. The table below shows all nine recommendations.

Number	Recommendation
1.	Update the Downtown Strategic Plan
2.	Develop New Ordinances to Address Vacancies and Noise
3.	Pursue Opportunities for an Assessment District
4.	Develop a Downtown Parking Management Plan
5.	Implement a Façade/Painting Improvements or Plywood/Blight Removal Program
6.	Create a Downtown Building/Planning Fee Reduction Program
7.	Establish a Downtown Pop-Up Park
8.	Develop Beautification and Decorative Lighting Improvements
9.	Commence these Initiatives with a “Downtown Jumpstart” Kick-Off Meeting

ANALYSIS

Currently, oversight for these recommendations comes from the City Council at the policy level. Direct implementation is currently being carried out by staff in the Administration and Community Development Departments. The City is currently recruiting for an Economic Development Manager, who would take the primary role for implementing these and other economic development activities for the City.

Staff is recommending that Council consider three options should Council desire to have more information and/or updates concerning downtown policy implementation. The options are not mutually exclusive, and Council could decide to modify and/or blend these options.

1. Regular, standing reports to Council concerning Downtown projects, programs, and the nine initiatives recommended by the Downtown Ad Hoc Committee (this is the current practice). Staff currently does this on an as-needed basis but could have a scheduled report on a quarterly/monthly basis. This allows the projects and work in downtown to be evaluated considering all other tasks and priorities of the City Council in a holistic approach.

Over the last two years, City staff has brought 24 different downtown-related items to City Council meetings for Council discussion. Staff also brings quarterly workplan updates to the City Council for review.

2. Establish a new City Council Standing Committee to focus on the downtown initiatives. If Council decides on this approach, staff recommends that any such committee should:
 1. Be a Brown Act committee – this is due to the 1-year already committed to the Downtown Ad Hoc Committee and allows for the appointment of more than three Council Members.
 2. Meet quarterly.
 3. Have a defined term of one year.
 4. Have a specified scope. In this case, the scope is recommended to be the discussion and reporting on the nine recommendations made by the ad hoc Downtown Committee as approved by the City Council.
 5. Receive the following support from City staff:
 - a. Scheduling the meetings.
 - b. Preparing agendas.
 - c. Publicly noticing meetings.
 - d. Meeting attendance.
 - e. Recording minutes.

No other work is recommended to be included, as staff will be focusing on the nine recommended actions approved by the Council. Should Council direct staff to perform additional work for such a committee outside of this coordination role, staff would need to coordinate with Council to identify where in priority order the additional workload stands considering other priorities of the City Council. The full amount of workload may not be known until the proposed additional committee work is defined.

3. Council table this discussion to the March 13th, 2023 City Council Goal/Priority Setting Workshop so that Council may weigh this effort against other City priorities.

ALTERNATIVES

Council may accept, modify, or reject staff's recommendations.

FISCAL IMPACT/FUNDING SOURCE

None. There are no projected financial impacts from a committee being formed. However, there will be staff time consumption of varying degrees based upon the final decision of the City Council.

PUBLIC OUTREACH

This item was discussed as part of previous Council meetings, including two future agenda item requests on January 9, 2023, and January 23, 2023, and a brief discussion at the Council Strategic Planning study session on January 28, 2023. This agenda item was included on the publicly posted agenda for this meeting.

NEXT STEPS

Dependent on Council direction. If Council decides to create a Council Committee for Downtown, staff will return to the February 27, 2023 Council meeting where Council can create the Committee and appoint members; Council may direct staff to include this topic for the March 13th Council Goal/Priority setting workshop.



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve a School Resource Officer Memorandum of Understanding for Fiscal Year 2023-2024

Meeting Date: February 6, 2023

From: Jimmy Forbis, City Administrator

Department: Police

Submitted By: Pedro Espinoza, Police Chief

Prepared By: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy authorizing the City Administrator to enter into an agreement between the City of Gilroy and Gilroy Unified School District for two school resource officers, including cost sharing, for Fiscal Year 2023-2024 (FY24).

EXECUTIVE SUMMARY

The City of Gilroy (City) and the Gilroy Unified School District (GUSD) have an established School Resource Officer (SRO) Program, and partnerships dating back to 1985. The SRO's primary role in schools is to maintain school campus safety, build and support the well-being of youth, positive student and family engagement, safety training, and an on-site resource for students and staff in crisis.

Gilroy Unified School District has asked to renew the SRO program for FY24. Staff is requesting the City Council to authorize the City Administrator to execute a MOU between the City and GUSD to continue this partnership for FY24.

BACKGROUND

The SRO program consists of two police officers dedicated to the school resource function of maintaining school campus safety. The officers are tenured officers that are

specially trained and were carefully selected with the participation of the GUSD Superintendent.

The MOU includes six best primary purposes for having police services on school campuses and adds to a balanced approach to provide a positive and safe school environment. The six principles of the SRO Program include:

1. Maintain a safe and secure campus for both students and staff.
2. Preserve life and property in a manner that promotes community.
3. Develop positive relationships with students, staff and community.
4. Support GUSD staff in securing and transporting of prohibited confiscated items that are illegal to have on campus under California State Law.
5. Divert youth away from the criminal justice system through Restorative Justice programming.
6. Connect youth with mental health behavior services.

ANALYSIS

GUSD has a comprehensive plan to keep students safe at school and one piece of the plan includes the renewal of the contract with the City for an SRO Program. The benefits of the SRO Program include enhancing public safety, maintaining safe and secure school campuses, building positive relationships with students and staff, diverting youth from the criminal justice system through restorative justice guiding principles, and connecting youth with mental health behavioral services.

ALTERNATIVES

Council may reject the recommendation to continue participation in a MOU. This is not recommended. Should an incident arise that requires law enforcement, patrol officers will respond to the call for service from the school or school district, but not provide the other services and purposes that an SRO program typically provides.

FISCAL IMPACT/FUNDING SOURCE

This MOU would provide cost sharing from GUSD paying part of the two SROs cost. The full salary of two SROs for FY24 is estimated at \$533,458. GUSD's portion (50%) of the cost is \$266,729.

The City's SROs cost will be included as part of the FY24 budget process as the SRO program will be staffed with the current officer workforce.

Attachments

1. Draft Resolution
2. Memorandum of Understanding - SRO FY24
3. Attachment A - FY24 SRO

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AUTHORIZING THE CITY ADMINISTRATOR TO PARTICIPATE IN AN AGREEMENT BETWEEN THE CITY OF GILROY AND GILROY UNIFIED SCHOOL DISTRICT FOR TWO SCHOOL RESOURCE OFFICERS FOR FISCAL YEAR 2023-2024

WHEREAS, the City of Gilroy and the Gilroy Unified School District wish to continue the School Resource Officer Program for Fiscal Year 2023-2024,

WHEREAS, the Gilroy Unified School District agreed to participate in a Memorandum of Understanding for the Fiscal Year 2023-2024 school year and agree to share the costs associated with the School Resource Officer Program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Gilroy authorizes the City Administrator to enter into an agreement between the City of Gilroy and the Gilroy Unified School District to provide two School Resource Officers.

PASSED AND ADOPTED this 6th day of February 2023 by the following roll call vote:

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

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GILROY UNIFIED SCHOOL DISTRICT AND THE CITY OF GILROY FOR SCHOOL RESOURCE OFFICERS

This MEMORANDUM OF UNDERSTANDING (MOU) (the “Agreement”) is entered into on **TBD** (the “Effective Date”) by and between the Gilroy Unified School District (the “GUSD”) and the City of Gilroy (the “City”) (which may be referred to hereinafter individually as a “Party” and collectively referred to hereinafter as the “Parties”) to provide fiscal support for the School Resource Officers (the “SROs”) assigned to GUSD.

RECITALS

WHEREAS, the Parties desire to place two (2) SROs in service to the GUSD; and

WHEREAS, the Parties have agreed to enter into this Agreement for the purpose of sharing the cost of two (2) SRO positions for the GUSD 2023-2024 fiscal year; and

WHEREAS, GUSD agrees to reimburse the City for its share of the cost, and the purpose of this Agreement is to provide the duties and obligations of both Parties related to these SRO positions, and the terms and conditions for GUSD’s reimbursement to the City; and

NOW THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, the Parties hereto agree as follows:

PURPOSE

The parties agree that there are six primary purposes for having police services on school campuses. They are to:

1. Maintain a safe and secure campus for both students and staff;
2. Preserve life and property in a manner which promotes community;
3. Develop positive relationships with students, staff, and the community;
4. Support GUSD staff in securing and transporting of prohibited confiscated items that are illegal to have on campus under California State law;
5. Divert youth away from the criminal justice system through restorative justice programming;
6. Connect youth with mental health behavior services.

1. Obligation of the Parties.

a. City: The City shall provide the GUSD with two (2) SROs during the 2023-2024 regular school year and with one (1) SRO during the 2023-2024 summer session. SRO’s shall attend Restorative Justice and Positive Behavioral Training.

i. During the regular school year, each SRO will be assigned to one of the two high schools located in Gilroy - Christopher High School or Gilroy High School, and will be primarily responsible for performing duties and obligations at the high school to which they are assigned, as well as the “feeder” middle and elementary schools associated with it.

ii. During the regular school year, the SROs will provide coverage for each other, as needed, including without limitation, performing SRO duties at the school(s) for which the other officer is primarily responsible if the SRO primarily assigned to the school(s) is absent from work or preoccupied for an extended or indefinite period of time with a matter or matters that may require his or her immediate and full attention.

iii. Consistent with their regular schedules when performing their general Gilroy Police officer duties, the SROs will each work a 4/10 plan. This means that each SRO will work for ten (10) hours per day, four (4) days per week. During the regular school year, their SRO schedules will be staggered so that every weekday will have at least one SRO providing coverage.

iv. The City will provide funding for the two (2) SROs salary throughout the GUSD 2023-2024 fiscal year, and will send an invoice to GUSD for its 50% share of the cost for the SROs at the end of the GUSD 2023-2024 fiscal year.

v. Should the employment of either or both of the SROs be terminated during the 2023-2024 school year, the City will provide substitute officers.

vi. The City shall involve the current GUSD superintendent or designee in the process of interviewing and selecting SRO candidates.

vii. Any published job description for the SRO shall state bilingual in Spanish candidates are preferred.

b. GUSD: GUSD shall reimburse the City for 50% of each officer’s full annual salary for the 2023-2024 GUSD fiscal year (12 months), as calculated by the City, including the cost of any related benefits. GUSD agrees and understands that SROs are entitled to certain contractual rights pursuant to their collective bargaining agreement with the City, including, without limitation, employee breaks and paid time off. GUSD shall not interfere with or prevent the exercise of these rights. GUSD shall also provide Restorative Justice and Positive Behavioral training to the SROs.

2. Term. The term (the “Term”) of this Agreement will commence as of the Effective Date and will continue in effect through the GUSD 2023-2024 fiscal year, unless sooner terminated in accordance with the termination provisions provided in paragraph 6, below. Should the GUSD determine that it has sufficient funding to share the cost of the SRO officers for the 2024-2025 school year and desire to renew its commitment to share the cost of such positions, the GUSD

must provide notice to the City by April 30, 2024. The City may at its sole discretion extend this Agreement through the 2024-2025 fiscal year, after determining that the City has the funds to cover its share of the cost of such positions.

3. Reimbursement. GUSD's reimbursement cost is based on the salary and benefits that each officer assigned to the GUSD would receive for performing their regular patrol duties, as described in the cost summary in "Attachment A" to this Agreement and prorated for the actual periods, which an SRO Officer position is assigned to the District. At the end of the Term, the City will provide the GUSD with an invoice for the GUSD's share of the annual cost for the two SROs, to be paid in one lump sum payment or in multiple payments as agreed to in writing by both Parties. Should the City provide substitute officers per paragraph 1.a. above, the GUSD's share of the cost will remain the same and continue to be based on the officer salaries and benefits as calculated per "Attachment A."

The full annual salary of the two SROs is \$533,458. GUSD's portion of the cost is \$266,729. The GUSD's share of the cost covers the SROs' on-campus duties and regular patrol duties, as determined by the Gilroy Police Department, performed during the GUSD 2023-2024 school year.

4. Relationship. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed to create any principal or agent relationship, partnership, joint venture, or participation in a joint or common undertaking, between the Parties. The SROs are not employees of the GUSD and will at all times during the term of this Agreement remain under the direct control and command of the Gilroy Police Department. The City and its Police Department will supply all necessary equipment for the SROs for the performance of their SRO duties. The SROs may on an emergency basis be called away from their on-campus duties to perform regular duties during GUSD school operational hours, as needed.

5. Indemnification. Neither Party nor any officer, employee, official, or agent thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the other Party under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that each Party shall fully defend, indemnify and hold harmless the other Party and all of its officers, employees, officials, or agents thereof from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the other Party, under this Agreement.

In addition, 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 a Party shall not be shared pro rata but, instead, the Parties 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, officials,

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, officials, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this Agreement. The obligations set forth in this paragraph will survive termination and expiration of this Agreement.

6. Termination. Either Party may terminate this Agreement for cause or convenience at any time upon giving thirty (30) days written notice to the other Party, in accordance with paragraph 7, below. Either Party's failure to comply with the terms, conditions, or provisions of this Agreement may be grounds for termination upon thirty (30) days written notice by the other Party.

7. Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery; or if sent by first class mail, postage prepaid, three (3) days after the date of mailing; or if sent by nationally recognized overnight carrier, on the date of receipt or refused receipt by the receiving party.

City:

City of Gilroy
Attn: _____
7351 Rosanna St.
Gilroy, CA 95020

GUSD:

Gilroy Unified School District
Attn: _____
7810 Arroyo Circle
Gilroy, CA 95020

8. Amendment. This Agreement may be amended only by mutual, written agreement executed by both Parties.

9. No Assignment. Neither this Agreement nor any portion shall be assigned by either Party, without prior written consent of the other Party.

10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, except that if any of the obligations of the parties under paragraph 1, above, should be determined to be invalid, void, or unenforceable, then this Agreement shall terminate upon such final determination.

11. 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 will have any claim or right of action hereunder for any cause whatsoever.

12. 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 any and all actions or disputes arising out of this Agreement shall be in State and Federal courts located in Santa Clara County, California.

13. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

14. Waiver. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision thereof. All waivers must be in writing and signed by the Party against whom enforcement of the waiver is sought. All remedies are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any remedy.

15. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the entire Agreement between the Parties and supersedes any previous agreement, oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

CITY OF GILROY

City Clerk

City Administrator

APPROVED AS TO FORM:

GILROY UNIFIED SCHOOL DISTRICT

City Attorney

District Superintendent

ATTEST:

APPROVED AS TO FORM:

District Clerk

District General Counsel

Attachment A

Gilroy Police Department
School Resource Officer

Position:	Police Officer	
Year:	Fiscal Year 2023-2024	
	EmplID: 873741	EmplID: 808814
Calculation Type	Annual	Annual
FTE	1	1
Total Regular Hours	2,079.96	2,079.96
Total Base Salary	124,408.00	124,904.00
Holiday Pay	7,925.00	7,925.00
Master Officer Pay	6,220.00	6,245.00
Uniform Allowance	1,400.00	1,400.00
Education Incentive	9,331.00	9,368.00
Deferred Comp	360.00	360.00
RMT Benefit	2,700.00	2,700.00
PERS	77,664.00	78,103.00
Medicare	2,117.00	2,130.00
Cafeteria Plan (Health)	32,088.00	32,088.00
Life Insurance	22.00	22.00
Employee Assistance Program	169.00	169.00
Unemployment Insurance	1,400.00	1,400.00
Safety Disability	420.00	420.00
Total Employee Cost	266,224.00	267,234.00
533,458.00	266,224.00	267,234.00
	50%	50%
50% Salary & Benefits	133,112.00	133,617.00
Gilroy Unified School District	266,729.00	