



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo



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

MONDAY, JULY 28, 2025 | 6:00 PM

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

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

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

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

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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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



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

Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace:

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Choose Language and Click Attend | Seleccione 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 outlined 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. **COUNCIL CORRESPONDENCE (Informational Only)**

2.1. Recommendation by the Parks and Recreation Commission to Secure an Architect to Design the Downtown Pop-Up Park.

2.2. Gilroy Gardens Report

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 publiccomment@cityofgilroy.org or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1:00 pm on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street, prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1:00pm deadline will be provided to the City Council as soon as practicable. Written material provided by public members under this section of the agenda will be limited to 10 pages in hard copy. An unlimited amount of material may be provided electronically.

4. **REPORTS OF COUNCIL MEMBERS**

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

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

Center, VTA Mobility Partnership Committee

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

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

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

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

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

5. BOARD AND COMMISSION INTERVIEWS

5.1. Interviews for Open Seats on the Youth Commission with Future Appointment on August 4, 2025

6. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the City Council to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a request is made by a member of the City Council or a member of the public. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar prior to the time the City Council votes to approve. If removed, the item will be discussed in the order in which it appears.

6.1. Approve the Minutes of the June 16, 2025 Special City Council Meeting, and the June 16, 2025 Regular City Council Meeting

6.2. Approval of the Declaration of Vehicles and Equipment as Surplus and Authorize the Disposition of the Surplus Through Auction

6.3. Acceptance of a \$275,692.08 Grant from the Department of California Highway Patrol Cannabis Tax Fund Grant Program for Driving Under the Influence Enforcement Activities and Adoption of a Resolution of the City Council of the City of Gilroy Approving a Fiscal Year 2026 Budget Amendment

- 6.4. **Approval of the FY 25 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program for Public Information Associated with the Community Rating System of the National Flood Insurance Program**
- 6.5. **Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2022-03, The Cottages - Tract 10582**
- 6.6. **Approve the Final Map and Property Improvement Agreement No. 2025-02 for Royal Way Development, Tract 10634**
- 6.7. **Approval of a Fourth Amendment to the Agreement with Circlepoint, Inc. for the Gilroy Data Center Project Environmental Impact Report in the Amount of \$25,000.00 for a Total Not-to-Exceed Contract Amount of \$309,462.20 (Paid by the Applicant)**
- 6.8. **Approve the Final Map for Greenfield Development, Tract 10666**
- 6.9. **Approve a Fifth Amendment to the Contract for CSG Consultants, Inc., Increasing the Contract Amount by \$25,000, for On-Call Engineering Plan Review and City Surveyor Services, for a Contract Total of \$480,000**
- 6.10. **Claim of Nancy Cruz (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

7. BIDS AND PROPOSALS

- 7.1. **Approve the First Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services**
 - 1. Staff Report:
John Doughty, Public Works Director
 - 2. Public Comment
 - 3. Possible Action:
Approve the first amendment to the agreement with Cal-West Lighting & Signal Maintenance, Inc. to add \$77,196.31 for Streetlight and Traffic Signal Maintenance Services and authorize the City Administrator to execute the amendment and associated documents.
- 7.2. **Award a Contract to CSG Consultants, Inc. for On-Call Engineering Plan Review and City Surveyor Services, July 1, 2025 through June 30, 2028**
 - 1. Staff Report:
John Doughty, Public Works Director
 - 2. Public Comment
 - 3. Possible Action:
Award a Contract to CSG Consultants, Inc. in the amount of \$450,000 over three fiscal years for engineering plan review city surveyor services and

authorize the City Administrator to execute the agreement.

8. INTRODUCTION OF NEW BUSINESS

8.1. **Purchase of Real Property Located at 6601 Cameron Boulevard (APN 841-84-009) and Adoption of Resolution Amending the Fiscal Year 2025-26 (FY26) Budget to Appropriate \$1,185,000 for the Purchase from the Water Development Impact Fund (435)**

1. Staff Report:
Heath McMahon, Public Utilities Director
2. Public Comment
3. Possible Action:
 1. Approve the purchase of real property located at 6601 Cameron Boulevard (APN 841-84-009) for \$1,185,000 and associated transaction costs.
 2. Authorize the City Administrator to execute the Purchase and Sale Agreement and related documents.
 3. Adopt a resolution amending the Fiscal Year 2025-2026 (FY26) budget to appropriate \$1,185,000 for the purchase of the property.

8.2. **Approval of Gilroy Management Association Memorandum of Understanding and Adoption of a Resolution Approving Associated Salary Schedules for the Period of July 1, 2025 - June 30, 2028**

1. Staff Report:
LeeAnn McPhillips, Assistant City Administrator/HR Director
2. Public Comment
3. Possible Action:
 - a. Approve a Memorandum of Understanding between the City and Gilroy Management Association for the period July 1, 2025 - June 30, 2028.
 - b. Adopt a Resolution of the City Council of the City of Gilroy approving the July 1, 2025, July 1, 2026, and July 1, 2027 salary schedules associated with the Gilroy Management Association Memorandum of Understanding.

8.3. **Consent the Appointment of Brad Kilger (CalPERS Retired Annuitant) as the Interim City Administrator and Adoption of a Resolution Approving the Appointment and Employment Agreement**

1. Staff Report:
Greg Bozzo, Mayor
2. Public Comment

3. Possible Action:
 - a) Appoint Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator.
 - b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator pursuant to Government Code Section 21221(h) and authorizing the Mayor to execute the employment agreement

9. CITY ADMINISTRATOR'S REPORTS

10. CITY ATTORNEY'S REPORTS

11. CLOSED SESSION

11.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2) Name/Title: Jimmy Forbis, City Administrator

11.2. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2) Name/Title: Interim City Administrator

12. ADJOURN TO OPEN SESSION

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

13. ADJOURNMENT

FUTURE MEETING DATES

August 2025

- 04 City Council Regular Meeting - 6:00 p.m.
- 18 City Council Regular Meeting - 6:00 p.m.

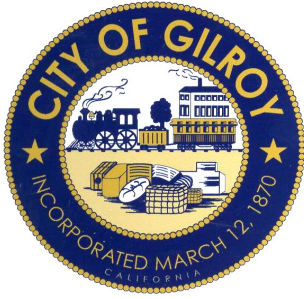
September 2025

- 08 City Council Regular Meeting - 6:00 p.m.
- 15 City Council Regular Meeting - 6:00 p.m.

October 2025

- 06 City Council Regular Meeting - 6:00 p.m.
- 20 City Council Regular Meeting - 6:00 p.m.

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



Parks and Recreation Commission Council Correspondence

Commission Chair
Patricia Bentson

Commissioners
Salvatore Bozzo
Dale Davis
Theresa Graham
Luis Ramirez

7351 Rosanna Street, Gilroy, California 95020-6197
Telephone: (408) 846-0202
<http://www.cityofgilroy.org>

To: Gilroy City Council and City Administrator

From: Parks and Recreation Commission

Re: **Downtown Pop-Up Park**

The Parks and Recreation Commission, at its February 20, 2024 meeting, approved a recommendation for the City to procure the services of a park design firm to develop plans for the Donald "Elvis" Prieto Downtown Pop-Up Park.

This correspondence was approved by the Commission with the following vote:

AYES: Chair Bentson, Vice Chair Graham, Commissioner Bozzo, Commissioner Davis, Commissioner Ramirez

NOES:

ABSENT:

ABSTAIN:

Signed by:

Patricia Bentson

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Commission Chair

DocuSigned by:

Adam Henig

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Commission Liaison



GILROY GARDENS

2024 Annual Impact Report

Growing a Legacy of Learning, Community, and Impact

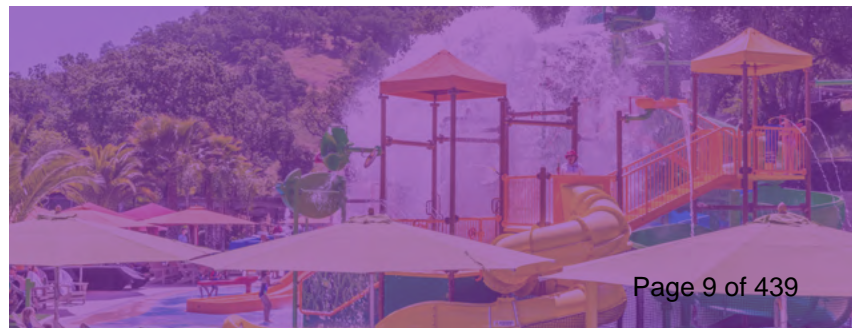


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Letter from the President

FROM HOA MINH LE, PRESIDENT & GENERAL MANAGER

Dear Friends, Supporters, and Garden Family,

As I reflect on the milestones that have brought us to this inaugural Annual Report, I am filled with pride and gratitude. For more than 25 years, Gilroy Gardens has stood as a shining example of what a community can achieve when it invests in education, nature, and families.

From humble beginnings, a simple vision — to create a place that nurtures learning, fosters a love of nature, and brings families together — has flourished into something truly remarkable. Gilroy Gardens is not just a place for fun; it is a nonprofit community treasure — a sanctuary where generations come to laugh, learn, and create lifelong memories.

As a nonprofit organization, every dollar we earn is reinvested directly back into the park — to enhance our facilities, nurture our employees, enrich the guest experience, and inspire the next generation of environmental stewards. We are not driven by profit; we are driven by purpose. And that purpose has made a profound impact.

Gilroy Gardens belongs to all of us. It is more than a theme park — it is a living testament to what can be achieved when a community invests in one another. While we have operated successfully as a nonprofit, our current model relies almost entirely on revenue generated at the gate. To ensure Gilroy Gardens remains sustainable for future generations, this model must evolve.

This 2024 Annual Report is both a celebration of all we have accomplished together and a call to action. We must work hand-in-hand with our city leaders, stakeholders, and community partners to build a more resilient and sustainable business model for the park's future.

Our future is bright — but it will only thrive with the continued support of families, city leaders, businesses, and stakeholders who believe in the mission and magic of Gilroy Gardens.

Thank you for being part of our journey — and for helping us create the next chapter in our shared story. Here's to the next 25 years and to all the memories still to come.

With heartfelt gratitude,

Hoa Minh Le

President and General Manager
Gilroy Gardens Family Theme Park

Letter from the Chairman

FROM DAN HARNEY, CHAIRMAN OF THE BOARD

Gilroy Gardens is widely recognized as an important facility in our community for over 25 years. Through the support of our members, donors, sponsors and the dedicated commitment of our leadership, employee, and docent teams, we were able to create numerous memories for over 460,000 visitors in 2024!

Having served on the Board of Directors for the past seven years, in 2024 I was happy to serve as Board Chair representing a dedicated group of community leaders. I would like to recognize the outgoing Chair, Greg Edgar. Greg served as Chair for fourteen years and was instrumental in guiding the park through various challenges, including economic downturns and the global pandemic, ensuring financial stability. Our board and community appreciate his dedication to maintaining Michael Bonfante's vision and are thrilled to have his experience and guidance as an active member of the Board.

As a community board we are mission focused as we move into 2025. We will introduce or enhance many of our edutainment style program initiatives for our members and guests. We aim to expand the reach of our successful Natural Science Day program providing a living laboratory to K-5 students during the school year. A new Education Program position will be established as we begin our efforts to launch the upcoming Gilroy Gardens Foundation. In addition, we will be adding educational elements to some of our existing programs, increasing information about trees, horticulture and environmental preservation inside the park and launching a new agriculturally based signature event in June. Cherry Jubilee will focus on growth, harvest and culinary uses for one of Summer's favorite fruits and include multiple STEM inspired educational experiences for families to enjoy.

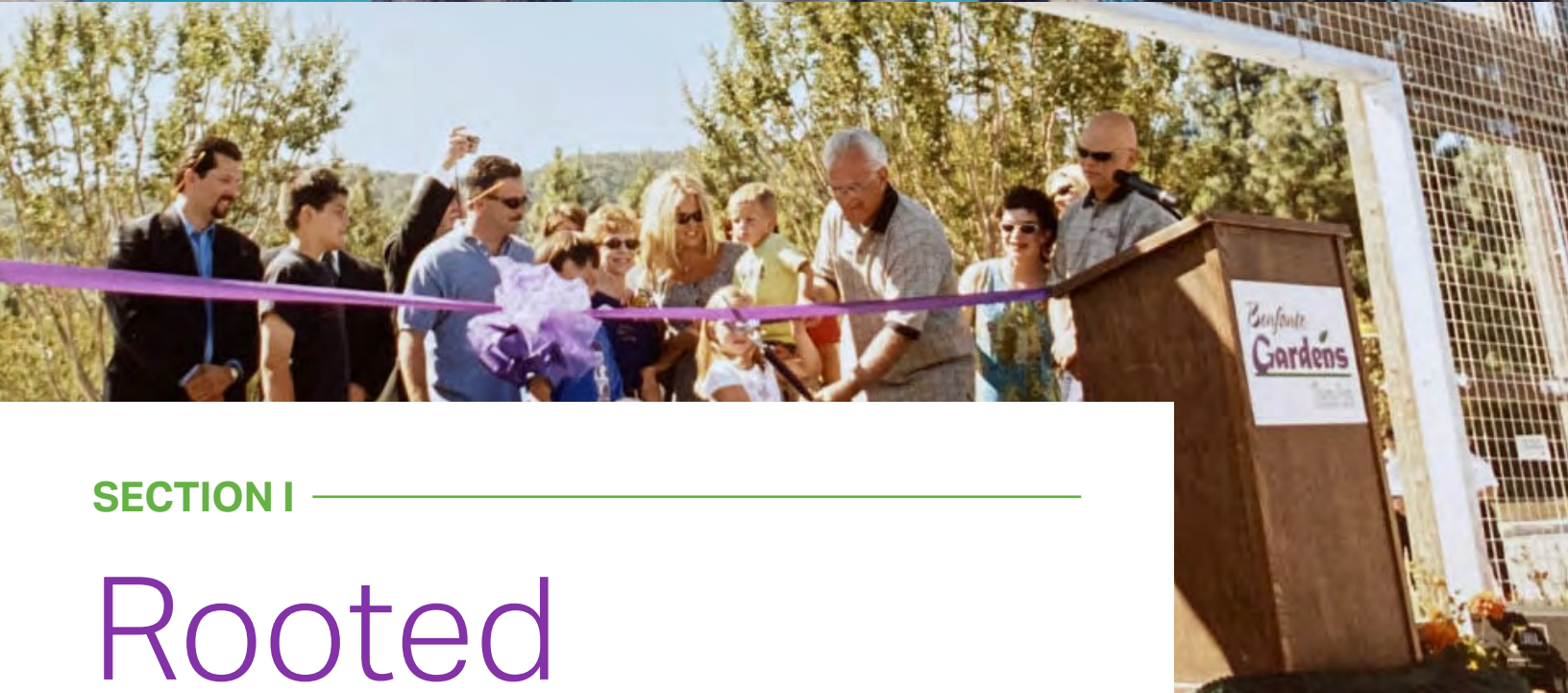
For years, Gilroy Gardens has survived and grown primarily through income generated by our park operations. However, with increasing costs it is more important than ever that we look to enhance other channels of support to be able to continue to provide Gilroy Gardens' unique style of education and appreciation of horticulture for generations to come. Within this inaugural Annual Impact Report, you will see our achievements over the past year, but also a call to action and ways to get involved to help ensure longevity of Gilroy Gardens. My hope is that you will join us in cultivating a brighter, greener future.

Respectfully,

Dan Harney

Chairman of the Board
Gilroy Gardens Family Theme Park

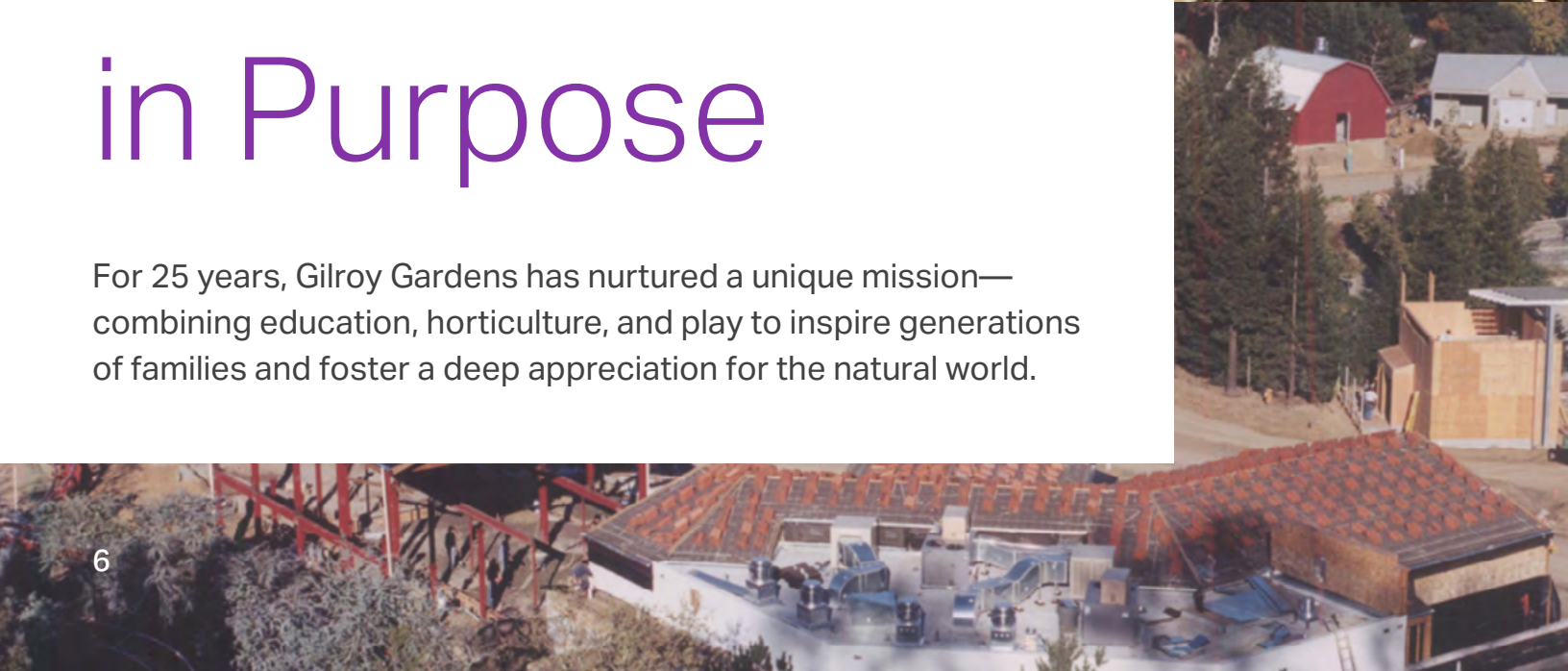




SECTION I

Rooted in Purpose

For 25 years, Gilroy Gardens has nurtured a unique mission—combining education, horticulture, and play to inspire generations of families and foster a deep appreciation for the natural world.



Our Guiding Purpose

Gilroy Gardens, Inc. is a 501(c)(3) nonprofit educational institution whose mission is to educate and inspire families—especially children—to appreciate horticulture and the importance of trees in our lives by providing fun and memories in a beautiful garden setting.

Seeds of Our Mission

Gilroy Gardens was created and built by Michael Bonfante. In the mid-1980s, Michael began transforming the land surrounding his Tree Haven nursery into a living classroom—a place where nature, learning and joy would come together. He carefully curated extraordinary trees, including the iconic Circus Trees, and recognized that to make his vision sustainable, it would need to engage families through education and entertainment.

Shaping Tomorrow Through Learning

Michael Bonfante’s vision—his love of plants and trees and his commitment to pass this appreciation on through the generations—continues to inspire everyone who works, volunteers, and visits Gilroy Gardens.

Growing with Intention

In this age of environmental urgency, educating youth in science and stewardship is a **national priority**. *Gilroy Gardens intends to be a leader in that mission.*



Park Legacy

Growing minds and memories for 25 years.



A Living Collection

The park is a home to over 10,000 trees.



Welcoming Millions

Since opening, the park has hosted more than 9 million visitors.



SECTION II

A Living Classroom Like No Other

Through immersive field trips and hands-on science experiences, Gilroy Gardens brings education to life—engaging thousands of K–5 students each year and cultivating the next generation of curious, confident learners.

In 2024, **3,556** students participated in Natural Science Day—bringing the total to **25,556** students since its inception. These hands-on learning days align with California’s educational standards and bring science to life for K–5 students.



Learning exhibits like The Green Barn, Monarch Butterfly exhibit, Watershed station, and Hydroponics showcase science, conservation, and creativity in a park setting.



Gilroy Gardens is a youth training ground and we pride ourselves in developing local youth and young adults to become the next generation of community and business leaders.

We are expanding with additional educational field trip opportunities throughout the entire year with the addition of the Explorer Field Trip program.



3,556

Students participated in Natural Science Day 2024

25,556

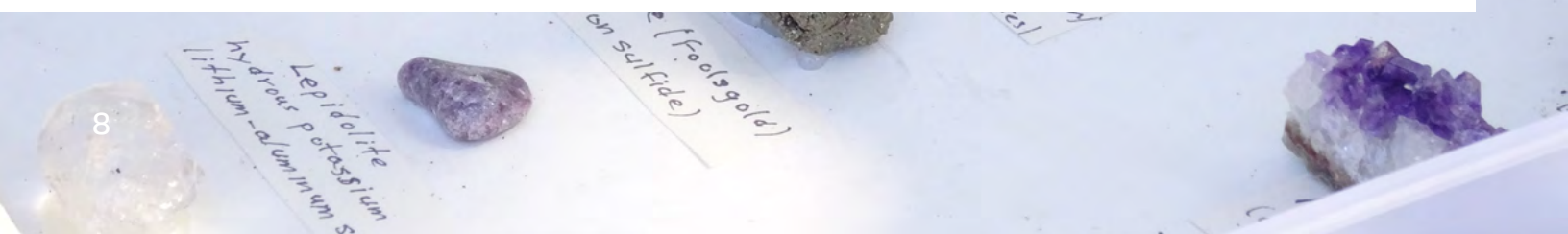
Total students participated



It's all hands-on. Kids look through a microscope and discover things they've never seen before. The excitement they feel seeing animals in such a beautiful setting—it's an experience they just can't get in a classroom.



Susan Mister
Gilroy Gardens Docent
for 18 Years



Youth Development Spotlight

Gilroy Gardens is proud to be a **training ground for the next generation of leaders**. Over the years, more than **14,200 youth jobs** have been created—**600 in 2024** alone.



I first joined Gilroy Gardens as a Food Service Manager [...] but looking back, I realize now that my time there laid the groundwork for everything I've accomplished in my career. [...] Managing restaurants, kiosks, and special events taught me how to lead and build strong teams. [...] The most valuable thing I gained [...] was a strong work ethic. [...] The skills you build here—teamwork, leadership, business savvy, and a strong work ethic—will stay with you for life. I started at a theme park, and now I build worlds. Wherever you dream of going, your journey can start right here.



Trung Trinh

Senior Vice President of Product Development at Infinigods



As a child, I spent many summer days enjoying the rides and treats at Gilroy Gardens. [...] Working in cash control there, I developed valuable skills [...] that laid a strong foundation for my nursing practice. [...] I am confident these foundational skills will support my professional growth for years to come.



Grant Stephens

RN, BSN, PCCN



Gilroy Gardens will always hold a special place for me. It was my first job during my final year of high school. [...] I remember the joy of working there during the summer, getting to interact with customers, and getting to know coworkers. [...] I worked in Park Security and, after [...] support from management, I got a position in Group Sales. [...] It was through the recommendations of former managers and co-workers that helped me so immensely during my career. [...] A decision I will always be proud to have made.



Nathan Doyle

Seventh Grade English Teacher, Green Valley Middle School



I have worked in law enforcement for 12 years, and my experience at Gilroy Gardens prepared me for the next chapter of my life. [...] In the Marketing Department, I learned to adapt to a rapidly changing and fast-paced environment [...] and develop public relations skills [...] I served as a manager in the Admissions Department, where I interacted face-to-face with the public every day. [...] I created lasting memories and friendships [...] which I still cherish.



Daniel Martinez

Police Officer at Sunnyvale Department of Public Safety



SECTION III

The Community's Garden

Through inclusive programming and strong community partnerships, Gilroy Gardens continues to provide meaningful access to nature, learning, and family fun for all residents of Gilroy and beyond.



49,907

active members in 2024



8,318

guests participated in Gilroy Appreciation Day



855

guests gained free access through Gilroy Reads



4,484

Gilroy residents received discounted admission



The park has become a place for learning, literacy, and legacy—for every generation.



Jane Howard

Board Member

Through partnerships with the Gilroy Unified School District, Santa Clara County Library, and numerous organizations, Gilroy Gardens provides meaningful access for diverse communities.

Inspiring a Community Through Literacy

Since 2012, **Gilroy Gardens Family Theme Park** has proudly partnered with the **Santa Clara County Gilroy Library** to launch **Gilroy Reads**—a community reading initiative that celebrates literacy and rewards participants with free admission to the park.

Over **8,400 community members** have earned complimentary tickets through their commitment to reading.

Beyond incentives, Gilroy Reads brings literature to life through **librarian-led storytimes** at The Green Barn in Gilroy Gardens, fostering imagination and a love for storytelling in young readers.



The Green Barn – Nature Meets Imagination

Located near the Panoramic Wheel, The Green Barn is an interactive space that blends science, art, and literacy through hands-on experiences—all included with park admission.



Nature Exchange

Kids bring in natural finds like leaves or rocks to explore under a high-powered microscope and learn more about the environment.



Art Studio

Nature-themed art activities include rubbings, collages, coloring sheets, and displays of kids' creations.



Reading Nook

A cozy spot with pillows, a grassy rug, and a library of storybooks and field guides for quiet reading or family storytime.

The Green Barn inspires discovery and creativity while offering a peaceful break during a fun-filled park day.



SECTION IV

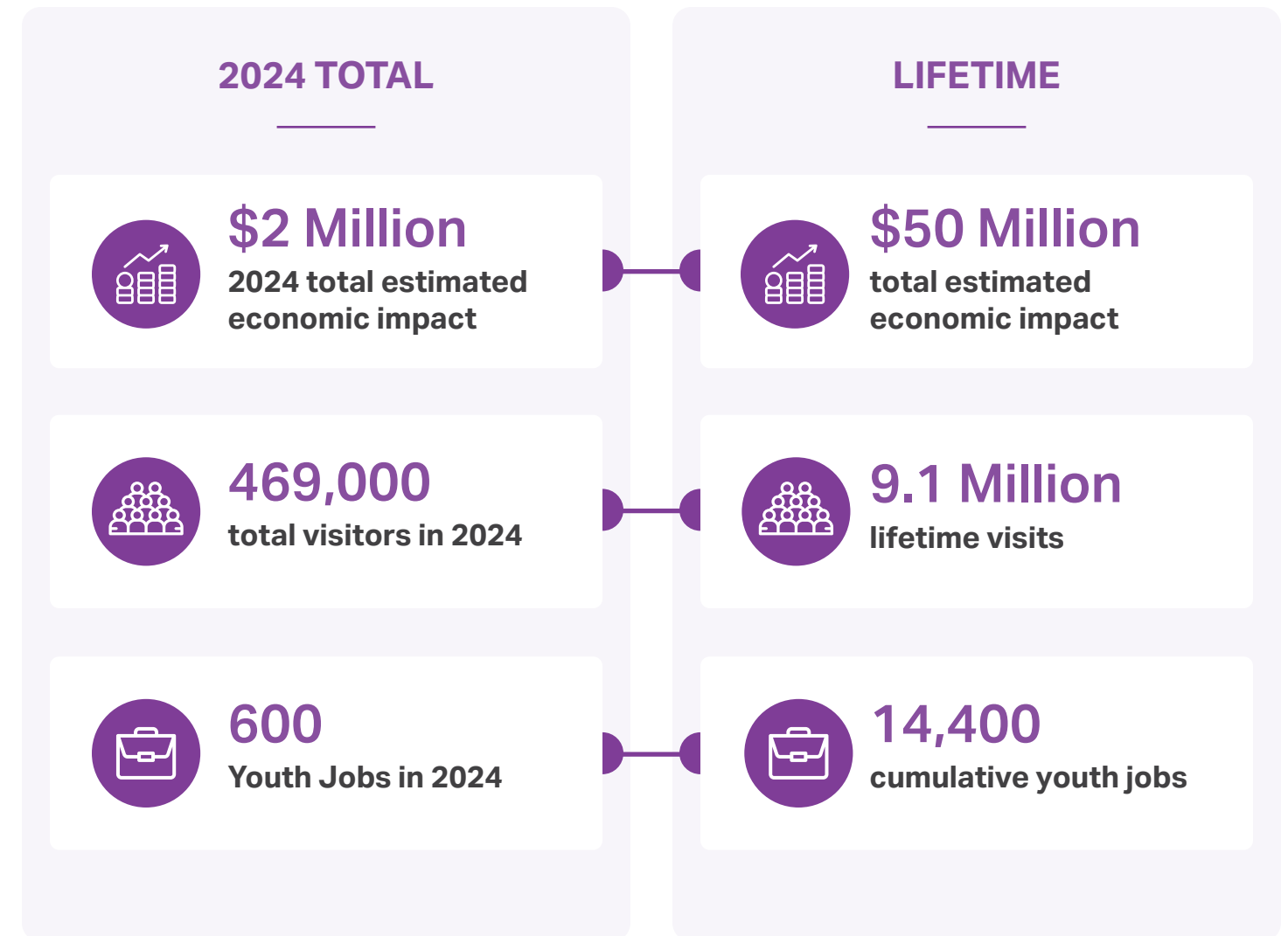
An Engine of Economic Vitality

As a beloved regional destination, Gilroy Gardens drives economic growth, supports local businesses, and creates jobs—welcoming nearly half a million visitors annually and contributing millions to the local economy.

Gilroy Gardens is not only a destination for families—it’s a vital economic engine for the region.

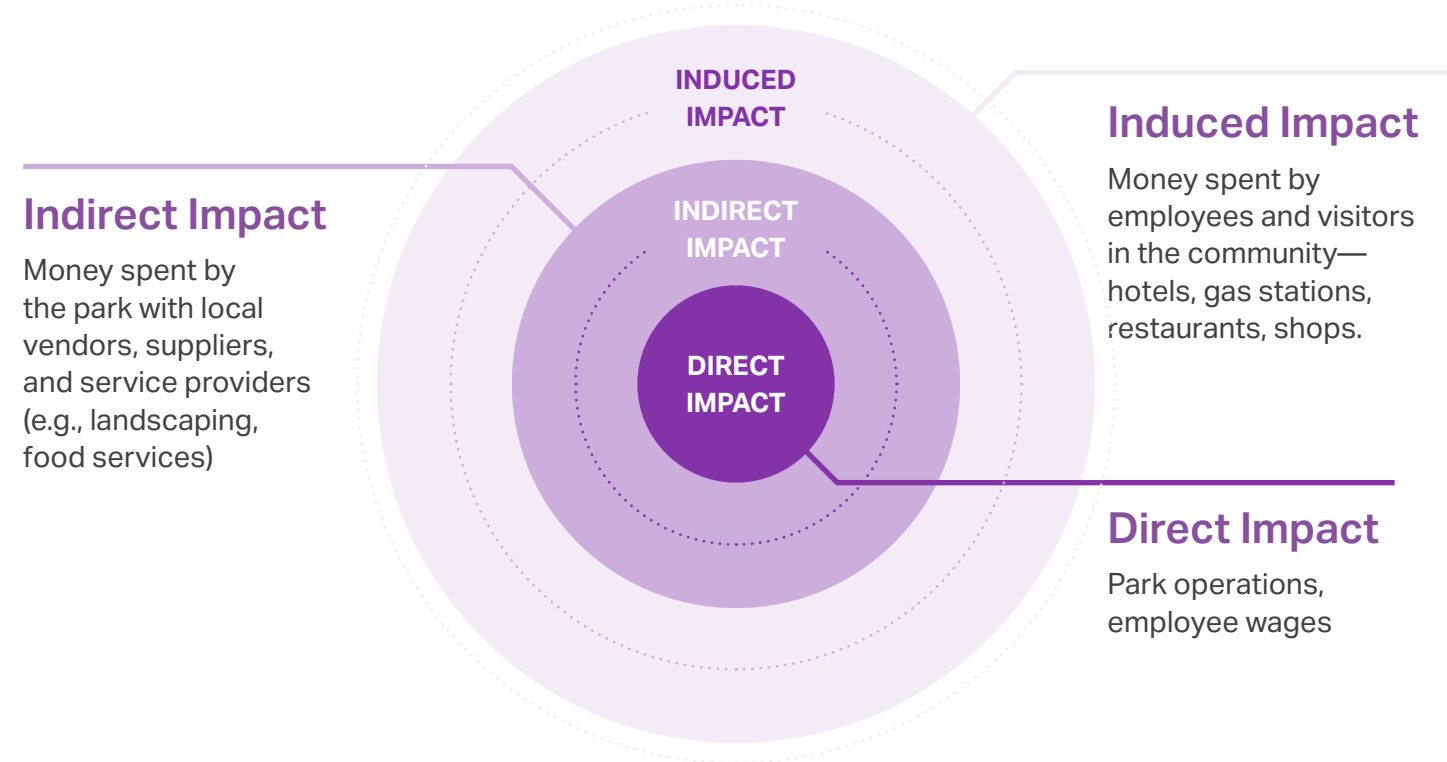
With 93% of its nearly half a million annual visitors coming from outside Gilroy, the park drives consistent tourism spending across hotels, restaurants, gas stations, and local shops. In 2024 alone, the park contributed an estimated \$2.13 million in economic impact, with a cumulative total of \$50 million since opening.

Gilroy Gardens also creates hundreds of seasonal and youth employment opportunities, develops local talent, and strengthens civic identity. As both a beloved attraction and an anchor for regional growth, the park plays a key role in shaping Gilroy’s economic landscape.



Ripple Effect

The economic impact of Gilroy Gardens extends well beyond the park gates, fueling local employment, supporting small businesses, and driving regional growth through a powerful cycle of direct, indirect, and induced spending.



Tourism Breakdown

As a premier destination in the region, Gilroy Gardens draws the vast majority of its visitors from outside the city—boosting tourism revenue and amplifying Gilroy’s presence on the regional map.





Gilroy Gardens is preparing to expand its impact as the premier horticultural learning lab in California.

With the foundational programs and partnerships now in place, the next chapter will focus on expanding access, deepening educational impact, and reaching more students year-round. With additional support, the park intends to scale its outreach to more school districts and enhance curriculum integration for broader grade levels.

Key Goals



**Mature our
Education
Programming**



**Strengthen
partnerships with
schools and colleges**

SECTION V

Branching into the Future

With a focus on equity, innovation, and impact, Gilroy Gardens is expanding its role as a horticultural learning lab—bringing nature-based education to more students, schools, and communities across California.

In 2024, Gilroy Gardens expanded its educational reach with the launch of Explorer Field Trips—designed to bring year-round, self-guided science experiences to more students. With additional support, the park could further broaden its reach by increasing participation from underserved schools throughout the region.



Get Involved

Support Gilroy Gardens and be part of something truly meaningful. Whether through donations, sponsorship, or volunteering, your involvement helps preserve a unique community treasure dedicated to education, nature, and family fun.

Support the Park

Your investment in Gilroy Gardens goes beyond the gates—it nurtures a legacy of learning, conservation, and joy for generations to come.

WAYS TO GET INVOLVED



CASH DONATIONS (ONLINE)

Make a direct impact with a secure online gift. Every donation supports vital programs, preservation efforts, and educational experiences.



IN-KIND DONATIONS

Provide valuable resources and services that help the park grow. From supplies to professional expertise, your generosity strengthens our mission.



DONATE STOCK

A smart way to give—donating appreciated stock can benefit you and Gilroy Gardens. Consult your financial advisor to learn more.

Volunteer Opportunities



DOCENT PROGRAM

Inspire Young Minds and Share Your Passion for Nature!

For over 25 years, more than 3,000 incredible Docents have contributed over 227,000 hours of volunteer service. In 2024, we are proud to have 130 active Docents continuing this legacy of education, enrichment, and community engagement.



STUDENT VOLUNTEER PROGRAM

Step Into Science and Nature!

Join the Student Volunteer Program to gain hands-on experience in environmental education and guest engagement. Learn new skills, make friends, and make a difference—while having fun every step of the way!

Become a Sponsor

SPONSORSHIP BENEFITS

Brand Visibility

Reach a diverse audience of families, students, and tourists year-round.

Community Impact

Support a nonprofit that champions conservation, education, and family-friendly entertainment.

Marketing Opportunities

Benefit from digital promotions, on-site activations, and creative ad placements.

Custom Packages

Tailored sponsorships to meet your goals and reflect your brand's social responsibility values.

SPECIALIZED SPONSORSHIP OPPORTUNITIES

Event Sponsorships

Feature your brand at signature events like Cherry Jubilee, Carnival Nights, The Great Big BOO, and North Pole Nights.

Attraction Partnerships

Align your name with beloved rides, gardens, or educational exhibits.

Media & Digital Promotions

Gain visibility through our website, email campaigns, and social media.

In-Park Activations

Create memorable experiences through branded giveaways, installations, and visitor engagement opportunities.





Board of Directors

Our Board of Directors and leadership team are united by a shared commitment to preservation, education, and community impact. They ensure that a meaningful portion of annual revenues is reinvested into sustaining the park's natural beauty and long-term viability—enhancing Gilroy Gardens as a treasured public asset for future generations.



Dan Harney
Chairman



Jay Baksa
Treasurer



Jane Howard
Secretary



Greg Edgar
Community Director



Steve Peat
Community Director



Frank Johnson
Community Director



Kurt Michielssen
Community Director



Mayor Greg Bozzo
Council Director

Leadership Team

The leadership team at Gilroy Gardens, led by President and General Manager Hoa Le, is focused on driving revenue growth while enhancing the guest experience. The team works to maintain Gilroy Gardens' unique position as both a beloved entertainment destination and a valuable educational resource, ensuring every visitor enjoys a memorable experience while learning about nature and conservation.



Hoa Minh Le
President & General Manager



Alex Villalobos
Vice President & Assistant GM



Trevor Wilson
Vice President of Marketing & Sales



Sandy Le
Director of Revenue



Michael Fulcher
Director of Operations

We welcome new Board Member Kurt Michelsen. Our board expresses thanks and gratitude for the 13 years of service of outgoing board member Rob Onetto.

Our Supporters

Every achievement in this report is rooted in the generosity of our supporters. From corporate partners like AWS and Coca-Cola to local families and volunteers, these champions help bring our mission to life. Their investments—whether through grants, donations, sponsorships, or in-kind gifts—have expanded access, enhanced programs, and created unforgettable learning experiences for thousands of children.



AWS via ChangeX

"The Modern Nature Detective" program



Coca-Cola

Sponsorships and rebates

KRAMER FAMILY

Kramer Family

Natural Science Day supporter

In-Kind & Additional Support



\$11,215

in corporate donations



\$5,000

in individual donations



\$38,929

raised through recycling and docent contributions

Help Us Bloom Bigger

Every tree starts with a seed—and every transformed life starts with opportunity. At Gilroy Gardens, we believe that nature, education, and joy should be accessible to all children, regardless of background.

With additional support, we can expand our field trip programs, build deeper partnerships with schools, train more young leaders, and bring hands-on environmental learning to communities that need it most. Together, we can grow something bigger than a park—we can grow a generation of curious minds, compassionate citizens, and stewards of the natural world.

WAYS TO GET INVOLVED



DONATE



VOLUNTEER



PARTNER



ADVOCATE

Join us in cultivating a brighter, greener future.





*"It's about children. It's about learning. It's about
planting something that lasts."*

Gilroy Gardens Family Theme Park

A 501(c)(3) nonprofit educational institution

www.gilroygardens.org | [@GilroyGardens](https://twitter.com/GilroyGardens) | [#GrowingWithGilroy](https://www.instagram.com/GrowingWithGilroy)

**2025
Completed
Deferred
Maintenance
Projects
Status as of
7.14.25**



2025 Deferred Maintenance Projects Status

| Details | Budget | Actual - P6 | Notes |
|-------------------------------------------------|-------------------|-------------------|---------------|
| Apple & Worm -Repaint | \$ 5,000 | \$ 3,270 | Completed |
| Balloon Flight -Canopy Replacement | \$ 50,000 | \$ 50,000 | Completed |
| Paddle Boats -Refurbishment | \$ 30,000 | \$ 1,500 | In Progress |
| South County 20s & 50s -Upgrade PLC | \$ 30,000 | \$ - | Fall Project |
| Trains #31, #96, -Rebuild | \$ 25,000 | \$ - | Fall Project |
| Mushroom -Repaint | \$ 11,000 | \$ - | Fall Project |
| Claudia's Gardens -Pump Replacement | \$ 15,000 | \$ - | July Project |
| Backup Power -Halls Generator repair | \$ 15,000 | \$ - | Parts Ordered |
| First Alarm/Fire Alarm -Upgrade Console | \$ 30,000 | \$ 16,714 | In Progress |
| Tierra Bella -Landscape 25th Anv | \$ 88,000 | \$ 88,000 | Completed |
| Road & Storm Drain -Repair collapsed Drain | \$ 70,000 | \$ 79,631 | Completed |
| Fire House Pump -Second half of Repair | \$ 50,000 | \$ 49,598 | Completed |
| Parking Lot -Light Poles repaint | \$ 11,000 | \$ 32,780 | Completed |
| Pump House (4) -Roof repair and repaint | \$ 20,000 | \$ 3,000 | Completed |
| Security Camera -Perimeter/Front Gate/Exit | \$ 100,000 | \$ - | Bid Process |
| Zierer 3-14-25 Remaining Mushroom Swing Balance | \$ - | \$ 61,201 | Completed |
| Grand Total | \$ 550,000 | \$ 385,694 | |



Apple & Worm



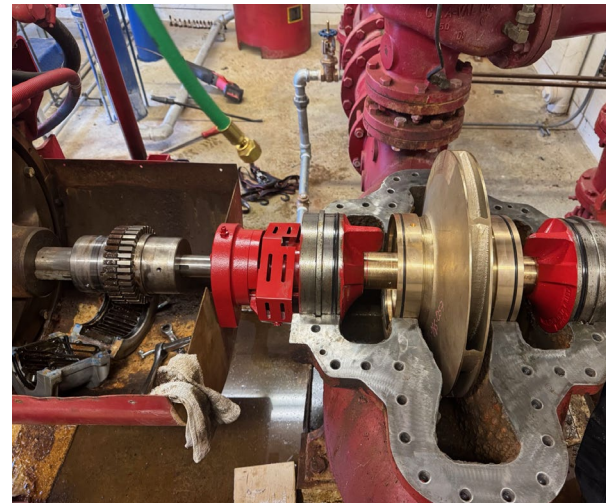
Balloon Flight





Road & Storm Drain -Repair

Rebuild Back Up Emergency Fire Pump



Fiberglass & Painting Ducks & Swans



Parking Lot Light Poles Repaint





Pump Houses -Roof Repair & Repaint

Mushroom Swing - Rollover Balance from 2024 Repair



**2025
Boneyard
Clean Up
Progress**



Maintenance Shops: Nob Hill Trailer Area





Gym Area: Second Nob Hil Trailer Spot



City of Gilroy

STAFF REPORT

Agenda Item Title: Interviews for Open Seats on the Youth Commission with Future Appointment on August 4, 2025

Meeting Date: July 28, 2025

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

Interview candidates for open seats on the Gilroy Youth Commission.

BACKGROUND

The City opened the summer recruitment period ending May 28, 2025, and later extended to July 14, 2025, to fill seats on the Gilroy Youth Commission with member terms vacant or expiring as of June 30, 2027. A total of six seats with this term length are open. In addition, another two seats with a term expiring June 30, 2026, also need to be filled, for a total of eight seats to be appointed.

Interviews have been scheduled with the City Council at this evening's meeting, and appointments are scheduled to take place at the regular meeting on August 4, 2025.

ANALYSIS

As of the July 14, 2025, application deadline, the City had received 18 applications. The following candidates submitted their application, and redacted versions are attached to this staff report:

1. Alazander Cruz Bermudez
2. Ashleen Bhandal

3. Benedict Pham
4. Biruh Abaneh
5. Diana Diakova
6. Jana Wahba
7. Jasmine Carreon
8. Jeremy Vu
9. Logan Gill
10. Maya Sanchez
11. Neha Rudrapatna
12. Noah Cuzner
13. Parker Cuzner
14. Sean Colin Diep
15. Sean Ethan Diep
16. Sophia Gutierrez
17. Trinidad Olguin Correa
18. Zafara Burzenski

ALTERNATIVES

None. The City Council will be interviewing the candidates at this meeting, with appointments to be made at the August 4, 2025, regular meeting.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

The recruitment was advertised on the City's website, as well as in the City e-newsletter and through the Gilroy Unified School District.

NEXT STEPS

Candidates may be appointed by the City Council at the August 4, 2025, regular meeting.

Attachments:

1. FY26 Applications (Redacted)

Boards/Committees/Commissions

Application Form

Please review the form and correct the highlighted items.

Profile

First Name*

Alazander

Middle Name

Last Name*

Cruz Bermudez

Home Address*

[REDACTED]

City*

Gilroy

State*

CA

Zip*

95020

Are you a registered voter within the City of Gilroy?*

No

Primary Phone*

Mobile

[REDACTED]

Alternate Phone

Select Type

E-mail Address*

[REDACTED]

Verify E-mail Address

[REDACTED]

Which School Do You Attend?*

Gilroy High School

Grade / School Year:*

9th

List your qualifications for this appointment:*

I'm a student who works hard and cares about making a difference in my community. I've volunteer with Second Harvest Food Bank, a local animal rescue Garlic City Kitty Rescue, and completed a Counselor-in-Training program where I guided and mentor younger kids as well as gained leadership and teamwork skills. I recently participated in the Morgan Hill Freedom Fest 5K run. In 8th grade, I received the Tenacity Award for always pushing through challenges and never giving up. I've also grown up supporting my younger brother with special needs, which has taught me patience, empathy, and how to be dependable. I regularly attend community and local library events. These experiences have helped me become more responsible, involved, and ready to take on leadership roles like this one. I saw the flyer for this opportunity at the Wheeler Community Gym, and believe this is a great opportunity to get more involved. I care about making a positive difference and want to be part of something that helps others. I'm ready to make an impact wherever I can.

List any service to the community including any prior appointments:*

- Volunteer at Second Harvest Food Bank
- Volunteer at a local animal rescue Gilroy Garlic Cat rescue
- Counselor-in-Training summer program
- Helped plan and contributed to donation drives for Family Giving Tree, Goodwill and foster youth closets
- Attend community and library events regularly
- Participated in the local Morgan Hill Freedom Fest 5k run

What are your goals while serving on this Board/Commission/Committee?*

I want to help create more opportunities for youth in Gilroy to participate in the community and share their ideas. I hope to represent youth voices and work on events and projects that make our city more connected and fun. I also want to grow as a leader and encourage other students to get involved and make a difference.

I want to help create more chances for youth in Gilroy to get involved, share their ideas, and make a real impact in the community. I want to represent what matters to us and help bring youth voices into city decisions. I'm excited about the idea of planning events and projects that bring people together and make Gilroy a more welcoming, fun, and supportive place for everyone. I also see this as a great opportunity to grow as a leader, learn from others, and inspire more students like me to speak up, take part, and help create positive change.

Why are you most qualified to serve on this Board/Commission/Committee?*

I believe I'm qualified to serve as a Youth Commissioner because I care about helping others and want to be a part of shaping a better future for youth in Gilroy. I've been involved in volunteer work, leadership programs, and community events, that taught me how to be responsible, work with others, and take initiative. I bring a positive attitude, strong communication, willing to listen and learn from different perspectives and keep growing.

In middle school, I led fundraising efforts and was recognized as a top seller, which helped me build confidence and taught me how to connect with others to work toward a goal. I've also grown up in a big family and around people from many different backgrounds and situations with foster siblings and family members with special needs. This has helped me become more understanding, respectful, and mindful of what others might be going through.

As a Youth Commissioner, I want to help represent youth voices in city conversations and share ideas that support students of all ages and backgrounds, ideas that help make Gilroy a better, more inclusive place for kids and teens. I know how much impact positive programs and events can have because they've made a difference in my own life, and I want to help create those same opportunities for others. That's why I'm excited about this opportunity to give back, take on more responsibility, and be part of something that helps others feel seen. This role would allow me to give back, take on more responsibility, and be part of the work that makes Gilroy a better place for young people.

By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Parks and Recreation Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.

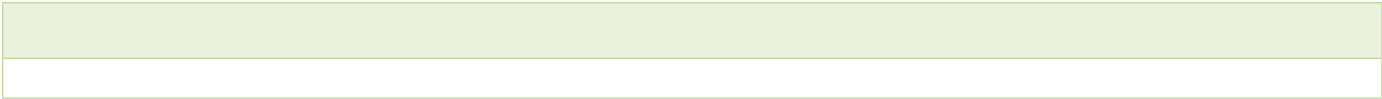
*All Commission, Board and Committee applications are a public record



City of Gilroy
Board, Committee, & Commission Application

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

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|---------------------------|
| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | Ashleen Bhandal | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| * 2 Years of ASB at Gilroy Prep School. Year 1: Publicity Coordinator. Year 2: Secretary. * 2 Years of Youth Board Commission, Gilroy Foundation. * 3 Years of being involved in our Temple youth program in San Jose. | | | |
| List any service to the community including any prior appointments: | | | |
| * 2 Years of ASB at Gilroy Prep School. Year 1: Publicity Coordinator. Year 2: Secretary. * 2 Years of Youth Board Commission, Gilroy Foundation. | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| My goals while serving on this board is to improve my leadership skills, serve the community, and make an impact for the youth of Gilroy. I have been following my fathers footsteps over the years and he has shown me the importance of being involved locally. I want to help council understand how young people see things and what's important to us. Sometimes grown-ups forget how different things can look from our point of view. I want to help create positive changes, especially in areas that affect kids and teens—like parks, schools, safety, and activities. | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | |
| I'm creative and full of ideas that could help make programs or projects more fun and interesting for youth. I'm a good problem-solver and like coming up with ways to improve things that aren't working well. I'm respectful and kind, which helps me work well with people of all ages. I'm curious and ask good questions, which helps me understand things better and make thoughtful suggestions. | | | |



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| ✓ | <p>By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.</p> |
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**City of Gilroy
Board, Committee, & Commission Application**

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

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------|---------------------------|
| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | Benedict Pham | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| <p>I am a senior at Christopher High, bringing a set of experiences in leadership, civic engagement, and community development. Currently, I hold the positions of senior secretary for ASB and office positions for several clubs at my school. I have spearheaded initiatives that provide an outlet for student voice, promote wellness, and enhance campus culture. I also hold a seat on the Gilroy Youth Advisory Council, which works directly with the district leadership to advocate for youth needs. My strong communication skills, dedication to service, and collaborative mindset make me a well-rounded candidate for the Youth Commission.</p> | | | |
| List any service to the community including any prior appointments: | | | |
| <p>I have served on the Gilroy Youth Advisory Council for the 2024-2025 school year, where I contributed to district-wide efforts focused on student mental health, school safety, and academic support. I have also led wellness campaigns at my school, coordinated events with different clubs, and helped in establishing the foundation for a Wellness Center on campus. I've also taken part in district planning meetings, where I offered input on future goals that highlighted student voices across Gilroy.</p> | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| <p>If appointed, my primary goal is to make sure the Youth Commission becomes a space where youth-driven solutions can be heard and acted on. I want to focus on mental health awareness, inclusive recreational programs, and communication between city leadership and students at the high school level. Also, I would love to help in coordinating community outreach and events that honor youth accomplishments and work on immediate matters such as bullying, college readiness, and social-emotional wellness.</p> | | | |

Why are you the most qualified to serve on this Board/Commission/Committee?

In the last year or so, I have vigorously engaged student voices at the school and district levels. I have a good understanding of how to work well with both peers and adults, through which change can really take place. My experiences in ASB, YAC, and club leadership have developed me to be organized, reliable, and responsible. The passion I hold for advocacy and my considerable experience qualify me well to serve on the Youth Commission and make a positive impact on our community.

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City of Gilroy
Board, Committee, & Commission Application

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------|------------|-----------------------|-----|
| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Biruh Abaneh | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | [REDACTED] | | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>I previously served one term on the Youth Commission and am familiar with the responsibilities and plans required to fill this position. I have experienced the incredible group that is the Youth Commission, and know how to gather thoughts of others, represent the youth, and provide methods to support others. I attend GECA, a great school of rigor and creativity. This opportunity provides me with knowledge on how to communicate with others, and understand the opinions and wants of others in my age. I have run for student leader positions like Vice President, and know how to spread the word and help gather thoughts and ideas. This collaboration with my partner helps me understand how to work with others to spread ideas and get our goals done.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>I have previously been appointed to the Youth Commission for a two-year term, and am running again. I have more than 20 hours of community service, and have gotten to know and serve those in need. I have participated in 6+ food drives, feeding hundreds of families across our city.</p> | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| <p>My goal is to help serve, represent, and value the youth of Gilroy by providing them with opportunities for employment, volunteer services, knowledge, and public access. With the idea of a Youth Center arising, I can help add valuable advice on organizing it, along with participating in events, funding the OppportuniTEEN Fair for later years, and considering the ideas of those who want change.</p> | | | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | | | |

I am qualified to serve for a two-year term on the Yotuh Commission because I have already acquired the experience necessary to apply to this role. My term from 8th grade to high school helped teach me a lot about managing events, organizing funds, and creating opportunities for others. Now that I am older and in high school, I can apply this knowledge more skillfully and diligently with more reach in a more diverse environment, and more understanding of how to communicate with others. My growth from being accepted into GECA and being exposed in that learning environment will help show this term, and I can be much more helpful and fix previous mistakes.



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City of Gilroy
Board, Committee, & Commission Application

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| | | | | | |
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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Diana Diakova | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | [REDACTED] | | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>I am currently serving on the GECA Honors Tribunal as an Associate Justice. This is a restorative justice system that makes recommendations in student disciplinary matters. I also serve on the Gilroy Foundation Youth Board, where I provide insight into the needs and priorities of young residents in our community, helping to review grant applications, and shape programs that support Gilroy. I am a graduate of the Gilroy Youth Police Academy 2024, where I gained extensive knowledge about our city's policies and procedures. Beyond civic involvement, I am dedicated to empowering young leaders, as demonstrated by my involvement in AAUW Young Women Leaders. Through this organization, I have gained experience working with a team of volunteers and contributed to planning the annual YWL leadership conference. I have also shown my academic prowess by maintaining a 4.6 weighted academic GPA, and I was awarded Outstanding Student of the Year for the freshman class. This award is based on the collective vote of all 9th-grade teachers and given to only one student annually. Through these experiences, I have developed the strategic thinking, leadership skills, and collaborative mindset that will help me to serve effectively on the Youth Commission. My passion for youth advocacy, community development, and civic engagement ensures that I can make a meaningful impact in this role.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>I have volunteered with GUSD as a math tutor and teacher assistant at Brownell Middle School. I have almost one hundred community hours volunteering at many events hosted by the Gilroy Foundation, Gilroy Rotary Club, Gilroy Chamber of Commerce, Gilroy Downtown Business Association, and several other non-profits. As previously stated, I have dedicated my time to serving on the Gilroy Foundation Youth Board, GECA Honors Tribunal, and the AAUW Young Women Leaders.</p> | | | | | |

What are your goals while serving on this Board/Commission/Committee?

I hope to use this opportunity to represent Gilroy's youth and make a positive impact in our community. I am aiming toward bridging the gap between young residents and local government, ensuring their concerns and ideas are heard. I want to work alongside my peers and city leaders to provide my unique point of view and foster community growth. Because of my enthusiasm and passion for Gilroy, I can contribute to the Commission by planning and implementing such programs in the community.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am very passionate about the Youth Commission's cause, and if selected, will dedicate myself to serving the City of Gilroy. I have a lot of experience volunteering for a variety of organizations and in leadership, community outreach, and effective communication. My academic records are also exemplary, showing my commitment and tenacity toward my goals. I am eager to bring my skills, passion, and strategic mindset to serve Gilroy's residents and enhance youth participation in local governance.



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**City of Gilroy
Board, Committee, & Commission Application**

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

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| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: Jana Wahba | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| <p>I am qualified for this appointment because I have extensive leadership experience. I have been a member of my high school's ASB since the beginning of Freshman year; I played a large role alongside my peers in the Class of 2026 in the planning of school events like Winter Formal, Halloween Dance, and Prom. I was able to gather input from friends and strangers alike in the weeks before school events and represent the interests of my school's population. I am also qualified because of my experience working a part-time job at Gilroy Gardens. As an Admissions Associate, I was able to communicate articulately with guests and handle responsibility when it came to accurate transactions and guest complaints. I effectively represented upset guests to my supervisors and was able to suggest solutions or changes to aspects of my department. Both of the roles that I have mentioned demonstrate that I am able to handle responsibility and I can effectively communicate with others in a respectful and impactful manner.</p> | | | |
| List any service to the community including any prior appointments: | | | |
| <p>I have served the community well with over 160 community service hours. One way that I have served the youth of Gilroy is in a day-camp for younger children. I have completed around 100 hours at Star Arts Education and have interacted with children and teens who are passionate about theater. Working with the future of our town and our country has made me realize that I want to make a bigger difference in the lives of children and teens in our city.</p> | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| <p>One of my biggest goals when serving on this committee is to provide opportunities for the youth to explore their futures. I would like to host events and create programs that could encourage teens to consider potential careers as well as ways to interact with and give back to their community. An example could be an event at Gilroy Library where teens could meet</p> | | | |

professionals of various fields who volunteer to present and answer questions, similar to the Career Day that I participate in at my school. I would also like to organize community outreach, for example meal packages for the youth or free educational sessions about exercise and healthy food options.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am most qualified to serve on the Gilroy Youth Commission because I have experience in community outreach and representation. At my school Dr. TJ Owens Gilroy Early College Academy (GECA), I was nominated and accepted along with three of my classmates to serve a four-year term in the Honors Tribunal. Through this role, I was able to hold school-wide community circles; I collaborated with my fellow members to ask meaningful questions about aspects of our school that students wanted to see change in. After being promoted to Attorney General in Junior year, I was able to play a larger role in planning out events like Week of Kindness and Affirmation Poster-Making; going into my Senior year as Chief Justice, I am ready to make a difference both in the small community that is my school as well as the larger body of Gilroy. The leadership experience and confidence I have gained from having this role at my school makes me qualified to serve on this board for the City of Gilroy. I am able to give a voice to the youth by interacting with them and to collaborate with a team to create events and programs that will enhance the lives of the Gilroy youth.



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City of Gilroy
Board, Committee, & Commission Application

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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | Jasmine Carreon | | | | |
| Phone number(s): | [REDACTED] | | email address*: | [REDACTED] | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | [REDACTED] | | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>-Participated in CHS's Leadership program my freshman year, developing my skills in communication, decision-making, and team management. -Participated in CHS's ASB (Associated Student Body) program my sophomore year where we personally planned and led many school-wide activities, events, and fundraisers. -Held class officer positions both years gaining experience on student representation and leadership responsibilities. -Led tennis lessons to children in a group setting, helping my communication skills.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>-2023 Tamale Festival -2024 Downtown Gilroy Holiday Festival & Parade -Helped coach tennis to children as a part of one of Gilroy's outreach programs. -Helped guide and plan schedules for CHS's tennis team. -To uplift and support children in need, I participated in making homemade bracelets and bookmarks as part of the CraftingSmiles Club in CHS -Designed and created holiday cards to express our gratitude and appreciation for CHS's staff during the holiday season.</p> | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| <p>-To amplify the voices of the youth in Gilroy and dedicate myself in ensuring that diverse perspectives are always being heard, valued, and considered when making decisions for the city and the people. This I believe is significant and can be one of the most meaningful ways we can create a positive and lasting change in our community. -When collaborating with fellow members I will push to foster meaningful programs that will help Gilroy thrive as a community. This includes advocating for mental health resources, expanding our educational opportunities, and an even more supportive environment for the young people of Gilroy.</p> | | | | | |

Why are you the most qualified to serve on this Board/Commission/Committee?

I am most qualified to serve on the Board/Commission/Committee because with my two years in participating in CHS's ASB/Leadership program, I have gained the firsthand experience needed for this position in student advocacy and teamwork. I understand how to collaborate with the people around me and I know how to listen to countless different perspectives while making thoughtful decisions that I know would impact everyone. With these two years I learned about consistency and how to balance my responsibilities such as balancing ASB/Leadership with my academic classes, as well as coaching children in tennis in a Gilroy outreach program. Most importantly, I am incredibly passionate about fostering a real impact in my community and I genuinely want to represent the voices of the youth in Gilroy with full certainty.

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City of Gilroy
Board, Committee, & Commission Application

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

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| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: Jeremy Vu | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| My qualifications for this position include leadership skills, responsibility, respect, kindness, intelligence, creativity, perseverance, listening skills, and inclusion. As a capable student and avid volunteer, I have exemplified all these qualities when working alone or in a team. | | | |
| List any service to the community including any prior appointments: | | | |
| Some services to the community have included setting up community events in Eagle Ridge, volunteering and tutoring at Ciel Tutoring and the Gilroy Library, leading youth groups in Morgan Hill for the Saint Catherine of Alexandria Catholic Church, serving food for a dinner event hosted by the Knights of Columbus, and volunteering at Brownell Middle School for Mrs. Fortino, a Seventh Grade English Teacher. | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| One main priority and goal I hope to accomplish while serving on the Commission is helping set up the youth for success with free and public extracurricular activities offered as well as supplementary programs. Moreover, I would advertise these programs to the youth to ensure that the youth are informed of these opportunities that would benefit them. Most youth need help but have no programs to help them or have no knowledge of such programs. However, I will create programs for the aid they require and successfully inform the youth of the existence of these programs. Some of these programs could include tutoring services, fitness programs, and skill building programs for specific jobs such as business building or science catered lessons. Even further, I will create online surveys or forms for the community to openly and anonymously complete to determine what issues are the forefront of attention. | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | |

I am the most qualified for this position because of my extensive experience working with youth during my time volunteering. Moreover, I have leadership skills and many other qualities I can apply to this position. Furthermore, I have creative approaches that can be used to solve any issue regarding the youth. Adding on to this, I am open to listening to the community regarding how to help the youth with certain issues.

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City of Gilroy
Board, Committee, & Commission Application

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| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | Logan Gill | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | No | | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| <p>I am currently going into 10th grade at Christopher High School and really enjoy being involved in my community. I took a Speech and Debate class, which helped me become more confident speaking in front of others, sharing ideas, and learning how to advocate on different issues talked about in the community. I also play music at local community events and help volunteer with the Rotary Club which my mother is apart of. I've helped support many organization in Gilroy, such as with the Art Walk, senior support programs, the Gilroy Music Festival, Veterans Day Parade, and numerous downtown holiday celebrations. These experiences have taught me how to work with others, be responsible, and give back. I want to be on the Youth Commission to help make Gilroy better for kids and teens, so that they can make a difference in their community and amongst their peers.</p> | | | |
| List any service to the community including any prior appointments: | | | |
| <p>I have helped with several community events in Gilroy, including the Art Walk, senior support programs, the Gilroy Music Festival, Veterans Day celebrations, Manos, and downtown holiday events. I also play music at some of these events to support and bring joy to the community. I haven't had any formal appointments yet, but I've gained valuable experience by volunteering, working with others, and giving back to the city.</p> | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| <p>One of my main goals is to learn how local government works and how decisions are made that affect people in our community. I'm especially interested in being a voice for youth who may not feel heard and in speaking up for fairness and justice. I want to help create programs and events that make all young people in Gilroy feel included and supported. I also hope to grow as a leader and work with others to make a real difference.</p> | | | |

Why are you the most qualified to serve on this Board/Commission/Committee?

I believe I'm qualified because I care deeply about my community and want to help make a difference. I've grown up in Gilroy and attended schools in the district my whole life, so I understand the needs and experiences of local youth. My family is also very involved in the community, my mom is an educator and my dad is an attorney, so I've grown up learning the importance of service, education, and fairness. I've helped with community events like the Art Walk, senior support programs, the Gilroy Music Festival, Veterans Day, and downtown holiday celebrations, and I also play music at some of these events. I've taken Speech and Debate, which has helped me become a better communicator and listener. I'm responsible, motivated, and ready to speak up for youth and help Gilroy be the best it can be.

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City of Gilroy
Board, Committee, & Commission Application

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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Maya Sanchez | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | | [REDACTED] | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| I am an incoming senior who is on track to earn both my high school diploma and an associate's degree in natural sciences. Through organizations such as Girl Scouts and the City of Gilroy Recreation, I have helped to plan activities for summer camps with the help of fellow counselors. I served as a Teen Advisory Board member for the Gilroy Library. Through the recreation department, I was certified in CPR and first aid. | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| I served as Teen Advisory Board member for the Gilroy library, where I planned helped plan events for teens and young children. For four years, I have volunteered as a camp counselor for a Girl Scout Camp. I was employed as a Recreation Leader for the city, where I helped plan and manage summer camps targeted towards children aged 6-12. I participate in local art competitions and meetings. For two years in a row, I have been a winner of the annual chalk fest in Gilroy, and I recently won third place in the District Attorney office "justice for all" poster contest. I have also attended the Gilroy Arts Roundtable meetings, where community artists meet to discuss upcoming creative events and projects. I participated in my school's Publication Club, where I interviewed staff and students on the high school and Gavilan campus. This upcoming year, I will part of GECA's tutoring program, where I will aid younger students in their coursework and high school career. | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| Overall, my goal is to create opportunities for fellow teens to also help the community, whatever their interests may be. For example, I would like to collaborate with the local animal shelter to possibly grant community service for teens wanting to foster kittens or other animals. I would | | | | | |

also like to promote more art events, similar to the recent Art Walk that displayed student and community art.

Why are you the most qualified to serve on this Board/Commission/Committee?

I have found success in collaborating with others, and I am also attuned to the unique needs and wants of the teens in the community we are serving. During my job as a Recreation Leader, I often had to improvise activities based on the interests of individual people as I got to know them. I have enjoyed participating in community events and helping to plan them.

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**City of Gilroy
Board, Committee, & Commission Application**

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| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | | Neha Rudrapatna | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | |
| | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | |
| Some of my qualifications are: 1.I am great with communicating with people 2.I am a team player 3.I am detail oriented 4.I am a fast learner 5.I love learning new skills. | | | |
| List any service to the community including any prior appointments: | | | |
| I am the youth advisor for the Indian Association of South Santa Clara County(IASC) Children's Book Club, serving for two to three years catering to kids in Gilroy by organizing material and holding meetings at the Gilroy Library meeting room and having fun discussions with the kids about the book of the month. | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| Some of my goals while serving on the Gilroy Youth Commission are that I want to be able to give back to the community that I live in and have good connections with people, as well as developing a new skill set. | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | |
| I am most qualified to serve on the Gilroy Youth Commission because of the following: 1. I am a great listener 2. I like talking to people and listening to issues and concerns 3. I am an analytical thinker who processes material one step at a time 4. I like to help people resolve issues and problems 5. I am good with working with people including youth | | | |

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City of Gilroy
Board, Committee, & Commission Application

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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | | | | |
| | | Noah Cuzner | | | |
| Phone number(s): | | [REDACTED] | | email address*: | |
| | | | | [REDACTED] | |
| Are you a registered voter within the City limits? | | | | No | |
| Physical Address*: | | | | | |
| [REDACTED] | | | | | |
| Driver's License or ID No.: | | N/A | | Date of Birth*: | |
| | | | | Last 4 of SSN: | |
| | | | | N/A | |
| List your qualifications for this appointment: | | | | | |
| Some of my qualifications for this commission are how I have been apart of my middle school ASB team for two years, I also participate in Scouting America, or scouts, in which I am a patrol leader, which requires me to teach other scouts various things. I also sit in and participate in planning meetings for what kind of scouting activity we are going to do | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| I often volunteer at my high school, a miniature pony and donkey rescue named Fairy Tail farms. I also volunteer at cub scout meetings whenever I have the chance. I am in troop 792 for the scouts for the last 4 years, where we are required to create a community project run by yourself, and the troop helps working on the project. I have not been able to do my project yet, but I have helped with multiple others over the years. I was Senator and activities director for my middle school where I was able to bring up community concerns with people who could actually do something about it. As activities director I was able to plan activities that people actually wanted to participate in. | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| I am hoping to unite the community even further, replace run down areas with new and brighter items, such as fences and fixing sidewalks. Having more projects that improve the city. While also helping high schoolers with service hours. | | | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | | | |
| I can communicate quite well with my peers and community members, and I understand how to fix problems in the most efficient way possible, with the least drawbacks. Being the oldest of 4 requires me to quickly fix problems. I also lead a team of 7 people through complex, multi-day | | | | | |

sessions, all while balancing structured objectives with adaptive, real-time decision-making. All requiring me to change everything at a moment's notice.

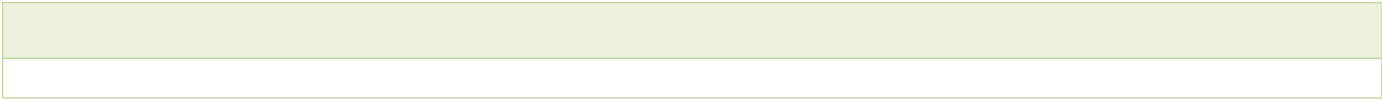
✓ By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



**City of Gilroy
Board, Committee, & Commission Application**

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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Parker Cuzner | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | | [REDACTED] | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>I am an active participant in Girl Scouts and Scouting America (formerly Boy Scouts). I have been on the planning and leadership team for both Gilroy and Morgan Hill Girl Scout Summer Camps. I have been a Patrol Leader for my Scouting America Troop and am currently in my second elected term as Senior Patrol Leader for the combined boys and girls troop. After lots of effort, I was able to start a girls troop for Scouting America making me a founding member of Troop 2792. I have also shown leadership and teamwork skills while doing school sports and band.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>I volunteer weekly at a miniature horse and donkey rescue. My family fosters kittens each year. I also help out with my younger siblings cub scout meetings. I have been a part of service projects for Operation Freedom Paws and the San Martin Lions Club.</p> | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| <p>My goal is to bring different ideas to the group and our community. I have high hopes that we can bring more youth events and more community service opportunities to younger teens in our community. I also want to make sure that we are serving a large variety of all of the groups in our community.</p> | | | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | | | |
| <p>I am most qualified to serve on this board because I have strong communication, collaboration, and delegation skills. I have shown that I can be a strong leader in a number of different areas and I can bring new ideas to the Youth Commission. I am currently involved in multiple activities across different areas that provide me with a unique point of view.</p> | | | | | |



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City of Gilroy
Board, Committee, & Commission Application

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| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | Sean Colin Diep | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | [REDACTED] | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | Last 4 of SSN: N/A |
| List your qualifications for this appointment: | | | |
| <p>2023-24, Vice-President, Gilroy Prep School ASB/Student Council 2022-23, 6th Grade Senator, Gilroy Prep School ASB/Student Council Holding office as Vice-President and 6th Grade Senator in my middle school's ASB/Student Council allowed me to grow and and gain important and useful life skills in leadership and management, team building and collaboration, time management, and project management. I was able to organize fun events and activities for my school mates, and in doing so I also developed my character by learning to be more responsible, respectful, fair, caring, and become an upstanding citizen in my school and community.</p> | | | |
| List any service to the community including any prior appointments: | | | |
| <p>I am currently in the City of Gilroy Recreation Summer Teen Volunteer Program and am excited to serve the City and our community by volunteering in summer camps, youth programs, the Senior Center, and City clean-up events, and other engaging community and City events. I truly love our City and love lending a hand wherever I can. As an incoming high school freshman, I am also looking forward to volunteering for the City of Gilroy Recreation events, NGOs, and also Also, since I was 4 years old, I have been volunteering my time and talents to entertain our senior community by playing the violin and piano during the holidays and displaying my watercolor artworks at at local senior centers, such as Merrill Gardens and Valley Pines Senior Community. I just enjoy sharing my talents with the community! Summer 2025 Volunteer, City of Gilroy Recreation: Teen Summer Leadership Program Summer 2025 Volunteer, City of Gilroy Recreation: Senior Center, City-wide clean-ups Summer 2025 Volunteer, Gilroy Downtown Business Association: Downtown Live 2024-present Volunteer, Sacred Heart: Pack-a-Bag 2023-present Regular Volunteer, St. Catherine's Parish: Reach Out Pantry, Reach Out Community Closet</p> | | | |

What are your goals while serving on this Board/Commission/Committee?

My goal while serving on the Youth Commission is to advocate for City-led after-school extra-curricular programs for teens, such as STEM, sports, music, and arts classes. As a teenager, there are currently very limited after-school, summer, and extra-curricular programs available for children in my age group, since most after-school programs have their participant's maximum age at 12 years old. I would like to work with City leaders to create after-school programs that will positively influence and greatly benefit the City's youth, especially my fellow teenagers, and the community as a whole.

Why are you the most qualified to serve on this Board/Commission/Committee?

Having served in my school's ASB/Student Council as Vice-President and 6th Grade Senator, I have acquired and developed essential skills in leadership and management, team building and collaboration, time management, and project management. Possessing these skills make me a strong and qualified candidate for to serve on the City of Gilroy Youth Commission. Moreover, I am also eager to learn from the leaders of the City of Gilroy and also the current Youth Commissioners, and acquire additional skills and wisdom. Additionally, I am currently in the City of Gilroy Recreation Summer Teen Volunteer Program and am excited to serve the City and our community by volunteering in summer camps, youth programs, the Senior Center, and City clean-up events, and other engaging community and City events. I truly love our City and love lending a hand wherever I can.

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| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Sean Ethan Diep | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | [REDACTED] | | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>My term as City of Gilroy Youth Commissioner expires at the end of June 2025, despite my being appointed just a few months ago in February. Despite my brief term, I have been part of the Loma Prieta Legislative Committee and worked with my fellow dedicated Youth Commissioners in proposing to the City Council the protection of the local endangered plant, the Loma Prieta Flower. I have also been involved in planning, organizing, and conducting the successful OpportuniTEEN Fair held last March, an event providing local teens with career and volunteer opportunities. I would love to continue serving the community and my fellow youth as Youth Commissioner. 2024-25 Commissioner, City of Gilroy Youth Commission 2024-25, Board Member, Gilroy Foundation Youth Board 2024-25 Board Member, Gilroy Library Teen Advisory Board 2024-Present, Staff, Dr.TJ Owens Early College Academy (GECA) Publications Club 2023-Present, Member, Dr.TJ Owens Early College Academy (GECA) Asian Student Union 2022-23, President, Gilroy Prep School ASB 2021-22, Vice-President, Gilroy Prep School ASB Taking on these important roles helped me learn a lot about respect and responsibility, and taking the initiative towards pursuing projects, collaborating with others, and serving my community. I have continued to use these skills and uphold these values while currently serving on the City of Gilroy Youth Commission, Gilroy Foundation Youth Board, and the Gilroy Library Teen Advisory Board. Moreover, as an active member of the Asian Student Union at GECA, I am passionate about promoting, sharing, and learning more about AAPI (Asian American Pacific Islander). I would love for the City of Gilroy to hold AAPI events to celebrate our rich culture and heritage.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>I care deeply about our City and am very dedicated in serving the community I live in and have been volunteering extensively at the City of Gilroy Recreation, various nonprofits and agencies, churches, and schools not just here in the City of Gilroy, but also around Santa Clara County. This past year and a half alone, I logged over 300 hours of volunteer work. I am proud to</p> | | | | | |

contribute in my own way to the betterment of my community. 2024-25 Commissioner, City of Gilroy Youth Commission: Loma Prieta Legislative Committee, OpportuniTEEN Fair, etc 2024-25 Board Member, Gilroy Foundation Youth Board: Illuminate the Night, Youth Board Events, Grant Recipients Selection, etc 2024-25 Board Member, City of Gilroy Library Teen Advisory Board: Arts & Crafts Committee, Teen Advisory Board Events, etc Summer 2025 Volunteer, Asian Community Development Council: HAPI Medical Center, Citizenship Clinic Summer 2025 Volunteer, City of Gilroy Recreation: Teen Summer Leadership Program 2024-present Volunteer, Gavilan College: Science Alive 2024-present Volunteer, Sacred Heart: Pack-a-Bag 2023-present Regular Volunteer, City of Gilroy Recreation: Senior Center, Adaptive Dances, Coastal/Creek clean-ups, City-wide clean-ups, National Night Out, Breakfast with Santa, Party in the Park, etc 2023-present Regular Volunteer, Gilroy Center for the Arts: Artist Receptions, Art Walk, Easter Egg Hunt, Art Exhibits, etc 2023-present Regular Volunteer, Gilroy Downtown Business Association: Gilroy Rodeo, Heart of Gilroy, Downtown Live, La Ofrenda Festival, Beer Crawl, etc 2023-present Regular Volunteer, St. Catherine's Parish: Reach Out Pantry, Reach Out Community Closet 2023-present Regular Volunteer, Gilroy Prep School: Percussion Band, Dances, Book Fairs June 2023 Volunteer, Gilroy Gardens: Nature Program

What are your goals while serving on this Board/Commission/Committee?

I would like to continue serving as Youth Commission because I believe I will be able to greatly contribute to the various projects that the commission is planning to conduct, such as Senior Tech week and OppotuniTEEN Fair. Also, as a Filipino-Vietnamese-Chinese American, I am passionate about spreading awareness about AAPI culture and heritage in the City of Gilroy. My goal is to help the City promote AAPI culture through events and celebrations. I am sure the City of Gilroy will enjoy festivals celebrating rich AAPI cultures. I would love for Gilroy residents to enjoy delicious AAPI food and vibrant dances and events!

Why are you the most qualified to serve on this Board/Commission/Committee?

I am the optimal candidate to serve on the City of Gilroy Youth Commission because I have previous experience as Youth Commissioner and am passionate about serving our City through various projects geared towards the benefit of my fellow young citizens, the betterment of the community, and the promotion of AAPI culture and awareness. As a Gilroy citizen, I am dedicated to serving the Gilroy community through numerous volunteer work. Moreover, not only do I possess extensive leadership experience but also collaborative, organizational, and time management skills. I believe I will be able to contribute greatly to the betterment of our City by sharing my talents, knowledge, and experiences.

✓ By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



City of Gilroy
Board, Committee, & Commission Application

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

| | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------|------------|-----------------------|-----|
| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Sophia Gutierrez | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | | [REDACTED] | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| <p>I am 14 years old and a proud Gilroy resident. I will be entering ninth grade at Christopher High School in the fall after I promote from South Valley Middle School in a few weeks. I have participated in a dual language program (English and Spanish) since elementary school and that has helped strengthen my language skills and ability to communicate with community members who also speak Spanish. I am a good student with good grades. I love the arts (I play the violin, flute and piano), enjoy reading and problem solving. These skills will help me when I listen to our youth on their needs/wants, share my ideas, help to solve problems and bring more opportunities for our Gilroy youth. As a teen living in Gilroy, I offer an important perspective and am interested in giving back to my community by helping to improve the youth experience of our community.</p> | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| <p>I have served as a member of California Junior Scholarship Federation at South Valley Middle School and completed 30 plus hours of community service in one school year. I have been a teacher's assistant for the St. Mary Parish Catechism and participate in the St. Mary Youth Group. I volunteered for the Christmas Parade, and served food as a volunteer at a Holiday Posada event. I am currently participating in the Our Community Pillars Public Art Project sponsored by the Gilroy Arts Alliance. Over the past few months, I have worked with other youth and local artists in learning about Gilroy's history and walking the community to learn about the art and culture in the city. We are putting ideas together for an art mural to be placed on the pillars located at the art center. I have been a Girl Scout where I volunteered in various activities in the community and learned about teamwork and meeting goals. I was also recently accepted into GetSET program (sponsored by the Santa Clara Valley Section of the Society of Women Engineers) in Santa Clara University for girls interested in Science, Technology, and Engineering (STEM).</p> | | | | | |

What are your goals while serving on this Board/Commission/Committee?

I would like to improve and expand upon the programs in the community that are offered to youth. I would like to make sure that we find opportunities to keep youth active and that help them to work together and improve relationships. Bullying is a problem in our schools and we need to work on building strong relationships. We do not have many options for recreation in the city and we need to work on that. If we have the right programs that engage young people, this can help to solve some of the bullying issues and levels of youth disengagement in our community. I also would like to make sure that youth in Gilroy have the counseling and emotional support they need. Youth are faced with many issues and pressures and we need to make sure we reach out to all Gilroy youth to assist in their well being and mental health. I would also like there to be more free recreational activities for people my age in Gilroy. I want there to be a safe space for all youth where they can do whatever they're interested in, like the arts or STEM, without being too costly so we could ensure opportunities to all. I have noticed that people my age don't try out the things they're interested in like the arts because the price to join classes or opportunities is too costly for their families. All youth should have opportunities regardless of income. I want to listen to our youth's ideas and share theirs and mine with our City Council so they can consider them when they make decisions on what's best for all Gilroy youth. Youth voice is important especially when our City leaders are asked to make decisions for our community on our behalf.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am most qualified to serve on the commission because I am a good student, a good communicator, a good writer, and a proud resident of Gilroy. I am responsible, reliable, bilingual and bicultural enabling me to connect with a large population in our community. I want to elevate the voice of our youth in our community and am committed to serving my term as a youth commissioner. I love our city and I want to help make it an amazing place where all of our youth can thrive.

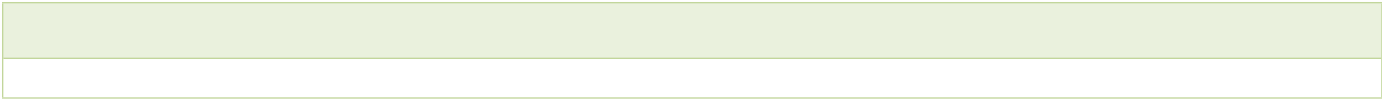
| | |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <p>By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.</p> |
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City of Gilroy
Board, Committee, & Commission Application

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

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------|------------|
| Board/Committee/Commission of Interest: | | Youth Commission | |
| Name: | | Trinidad Olguin Correa | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] |
| Are you a registered voter within the City limits? | | No | |
| Physical Address*: | | [REDACTED] | |
| Driver's License or ID No.: | N/A | Date of Birth*: | |
| | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | |
| My qualifications include teamwork skills, ability to communicate, and presentation skills. I have been an explorer for two years now and I have learned how to be in situations with police officers, community members and how to work with fellow Explorers. My qualifications also include having previously planned events with Community Solutions and Digital Nest that involved the youth. | | | |
| List any service to the community including any prior appointments: | | | |
| As a GPD Explorer, I have assisted and attended city parades, DUI checkpoints, National night out, and high school graduations. During the summer of 2024 I volunteered at the Gilroy library, and I have also volunteered at elementary and middle school events. | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | |
| My goals while serving the Committe is to promote youth voices and encourage the youth to be part of current groups/ events that are ongoing. One other goal I would have will serving the Board is to get youth involved and informed about issues in the city that they may not know about, but affect them. | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | |
| I am most qualified because I want the youth voice to be heard in the City Council; and from my experience in working with the community and people my age, I could make valuable recommendations on issues affecting local youth. Given my experiences of planning events for the community, and being an Explorer, I could effectively help organize, plan programs, and events, that the youth want. | | | |



| | |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.</p> |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



City of Gilroy
Board, Committee, & Commission Application

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

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------|------------|-----------------------|-----|
| Board/Committee/Commission of Interest: | | Youth Commission | | | |
| Name: | | Zafara Burzenski | | | |
| Phone number(s): | [REDACTED] | email address*: | [REDACTED] | | |
| Are you a registered voter within the City limits? | | No | | | |
| Physical Address*: | [REDACTED] | | | | |
| Driver's License or ID No.: | N/A | Date of Birth*: | | Last 4 of SSN: | N/A |
| List your qualifications for this appointment: | | | | | |
| My qualifications for this appointment is as followed: - Gilroy Library Teen Advisory Board - Voiceopedia Executive Board - Gilroy Foundation Youth Board - Superintendent's Youth Advisory Committee - Leadership Class at Christopher High School | | | | | |
| List any service to the community including any prior appointments: | | | | | |
| I have volunteered for the Gilroy Downtown Live event and helped with set-up and clean up. Last summer as well as this summer, I have been volunteering at 6th Street Studio and Arts Center assisting children with their art projects as well as set-up and clean-up for all activities. | | | | | |
| What are your goals while serving on this Board/Commission/Committee? | | | | | |
| A goal of mine is to make sure that the youth of Gilroy is recognized and supported during my time on this board. I want to give my insight into policies being made and work with other leaders who share the same initiative as me. I want youth to be supported especially in the career area hosting events that help youth decide what they want to do after school and what they can do during their youth years to help get them there. I want to bring the youth of Gilroy closer together and help people get to know one another. We would be able to feel closer as a community by promoting events that help our community better know and trust each other. | | | | | |
| Why are you the most qualified to serve on this Board/Commission/Committee? | | | | | |
| I am most qualified to serve on this commission as I am a leader in my community and have experience serving on leadership boards. I am apart of the Superintendent's Youth Advisory Committee where I have worked with classmates from my school as well as my principal to successfully launch a rebranding of our Wellness Center. Last year I was apart of the Gilroy Foundation Youth Board where I worked with my peers to decided where different grants go and | | | | | |

who would make the best use of the grant we were offering. At Christopher High School, I was apart of the Leadership class where I learned different skills such as how to take lead in a project and to communicate well with my other group members. I am a great listener and am open to all ideas. I work well with others and I am able to give my input on decisions that benefit all of the Gilroy youth.

| | |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <p>By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.</p> |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DRAFT

**City of Gilroy
City Council Special Meeting Minutes
Monday, June 16, 2025 | 5:30 PM**

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 5:30 PM.

2. Roll Call

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

2. CLOSED SESSION

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Enter Closed Session

RESULT: Passed

MOVER: None

SECONDER: None

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

Council entered Closed Session at 5:33 PM.

- 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)
Name/Title: Jimmy Forbis, City Administrator**
- 2. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION. Pending Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 and Gilroy City Code Section 17A.11 (3) (a), Gandolfi Investments, LLC v. City of Gilroy, et.al., Superior Court for the County of Santa Clara, Case Number 24CV444165, filed July 26, 2024.**

DRAFT

3. ADJOURN TO OPEN SESSION

The City Council returned to open session at 6:32 PM with no reportable action.

4. ADJOURNMENT

With no further business, the meeting was adjourned at 6:32 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 on July 28, 2025.

Bryce Atkins
Acting City Clerk

DRAFT

**City of Gilroy
City Council Regular Meeting Minutes
Monday, June 16, 2025 | 6:00 PM**

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 6:32 PM.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Hilton.

3. Invocation

Pastor Greg Quirke led the invocation.

4. City Clerk's Report on Posting the Agenda

Acting City Clerk Atkins reported that the agenda was posted on Friday, June 13, 2025, at 2:44 PM.

5. Roll Call

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

6. Orders of the Day

7. Employee Introductions

- Bryce Atkins, Assistant to the City Administrator, introduced Kylie Katsuyoshi and Stefan Mercer.
- Sharon Goei, Community Development Director, introduced Michael Fossati.
- Arlen Summers, Fire Division Chief, introduced Christopher Glum.
- Ken Binder, Interim Police Chief, introduced Madisen Ruelas, Matthew Latshaw, and Aesha Sandoval.

2. CEREMONIAL ITEMS - Proclamations and Awards

1. Proclamation Honoring the Gilroy High School Wrestling Team

Members of the Gilroy High School Wrestling Team and coaches received the proclamation.

2. Proclamation in Honor of Don Gage

The family of Don Gage received the proclamation.

3. PRESENTATIONS TO THE COUNCIL

1. Presentation of the Annual Report from Visit Gilroy

Frank Johnson, CEO of Visit Gilroy, gave the presentation.

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 Bozzo opened public comment.

John Pena - commented about food trucks and the challenges being experienced.

Robert Butler - commented about the kids drama club and an unhoused fundraising concert, food trucks, and a book he published.

Miguel Ayala - commented about his concern with the Thursday night music and that there were ADA walkways blocked.

Greg Felios - commented about his positive experience with the Thursday night music event, and a group on Saturdays at noon that formed for a peaceful demonstration.

Jennifer Del Bono - commented about her pride in the community with the peaceful protesting and civility between opposing protesters.

Ron Kirkish - commented about the Garlic Festival ticket sales, excitement about the event, and the Cherries Jubilee attendance.

With no further speakers, Mayor Bozzo closed public comment.

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco - No report.

Council Member Fugazzi - No report.

Council Member Marques - reported on the Santa Clara County Habitat Agency Governing Board meeting and budget information.

Council Member Hilton - No report.

Council Member Ramirez - No report.

Council Member Cline - No report.

Mayor Bozzo - No report.

5. CONSENT CALENDAR

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve

RESULT: Passed

MOVER: Council Member Tom Cline

SECONDER: Council Member Carol Marques

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

1. **Adoption of the Minutes from the May 19 and June 2, 2025 City Council Regular Meeting, the June 7, 2025 Coffee with the Mayor, and the June 9, 2025 City Council Special Meeting**
2. **Approve the Purchase of two Playground Shade Covers for the Third Street Park in the amount of \$112,497, and include a 10% contingency, for a total not to exceed amount of \$123,747, utilizing National Purchasing Partners Contract (NPP) PS21070 and authorize the City Administrator to execute the agreement with Ross Recreation Equipment, Inc. and any other related documents necessary to complete the purchase and installation of the shade structures.**
3. **Adoption of a Resolution of the City Council of the City of Gilroy Approving the Application for Metropolitan Transportation Commission Capital Implementation Grant Funds for the Gilroy Public Library Electrical Vehicle Chargers Project and Authorize the Execution of the Agreement and Related Documents**
4. **Approval of a Notice of Acceptance of Completion for the City Hall Backup Generator Project No. 21-PW-268**
5. **Claim of Terell Felton (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**
6. **Adopt an Ordinance to Adopt by Reference the Mapping of the Fire Hazard Severity Zones as Issued by the California Department of Forestry and Fire Protection**
7. **City Council Appointment of Kim Mancera to the Position of City Clerk**

6. BIDS AND PROPOSALS

1. **Award a Contract to McKim Corporation for the Fiscal Year 2024-25 (FY25) Citywide Pavement Rehabilitation Project No. 25-PW-295**

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Award the Contract to McKim Corporation.

RESULT: Passed

MOVER: Council Member Carol Marques

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

Motion

Adopt the budget amendment resolution.

RESULT: Passed

MOVER: Council Member Kelly Ramirez

SECONDER: Council Member Tom Cline

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

2. Award a Contract to Vanguard Construction for the FY25 Engineering Sidewalk Replacement Project No. 25-PW-296 in the amount of \$652,787, Approve a Project Contingency of \$65,278, and Approve a Total Project Expenditure of \$718,065 for Construction

Mayor Bozzo opened public comment.

Maria Aguilar - commented about concerns regarding property owners having to pay to fix sidewalks damaged by City trees, and instructions to property owners about deep watering.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Reject all bids.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Tom Cline

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

7. PUBLIC HEARINGS

1. Appeal of the Planning Commission's Determination for Architectural and Site

Review and Variance application for removal of an existing 35-foot monopole and installation of a 65-foot monopole, or 70-foot monopine design, and related equipment located at 401 First Street, Application No. AS 24-14 and V 24-01 (Continued Item)

Mayor Bozzo opened the Public Hearing.

With no speakers, Mayor Bozzo closed the Public Hearing.

Council made findings of particular sensitivity to require the monopine design.

Motion

Uphold the appeal with the requirement to use the monopine design for the project, without the automatic provision allowing the applicant to revert to the original monopole design if the geophysical study finds the monopine design to be infeasible.

RESULT: Passed

MOVER: Council Member Terence Fugazzi

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

2. Public Hearing to Accept the Public Health Goal Report for the Gilroy Drinking Water System in Accordance with California Health and Safety Code 116470

Mayor Bozzo opened the Public Hearing.

With no speakers, Mayor Bozzo closed the Public Hearing.

Report was received.

8. UNFINISHED BUSINESS

1. Aquatics Program Operations

Mayor Bozzo opened public comment.

Ron Kirkish - commented about costs associated with heating the pool.

With no further speakers, Mayor Bozzo closed public comment.

2. Sharks Ice Update

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

9. INTRODUCTION OF NEW BUSINESS

1. Acceptance of a One-Year Agreement with Santa Clara County

Communications for Emergency Medical Dispatching

Mayor Bozzo opened public comment.

Ron Kirkish - Commented about negative public perception regarding response times but increasing costs.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Approve the agreement.

RESULT: Passed

MOVER: Council Member Dion Bracco

SECONDER: Council Member Carol Marques

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

2. Approval and Authorization to Purchase Real Property Located at 641 Old Gilroy Street (APN 841-100-10 and 841-100-28)

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve purchase of 641 Old Gilroy Street (APNs 841-100-10 and -28).

RESULT: Passed

MOVER: Council Member Dion Bracco

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

Motion

Adopt the budget amendment resolution.

RESULT: Passed

MOVER: Council Member Tom Cline

SECONDER: Council Member Carol Marques

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

3. Gilroy Center for the Arts Proposed Mural Project and Donation Acceptance

Mayor Bozzo opened public comment.

Eric Vasquez - Commented about his design for this project.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Approve mural project and delegate acceptance to the City Administrator.

RESULT: Passed

MOVER: Council Member Dion Bracco

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

4. Public Art Plaque and Augmented Reality Art Project at the Downtown Paseo

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the placement of the proposed public art placard at the downtown paseo.

RESULT: Passed

MOVER: Council Member Carol Marques

SECONDER: Council Member Terence Fugazzi

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

5. Approval of the Amendment to the Lease with Gilroy Gardens Family Theme Park Removing the Treehaven Fire Station from the Premises

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the amendment to the agreement with Gilroy Gardens.

RESULT: Passed

MOVER: Council Member Tom Cline

SECONDER: Council Member Carol Marques

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

6. Project Processing Agreement, 315 Las Animas Ave. Project

Mayor Bozzo opened public comment.

With no speakers, Mayor Bozzo closed public comment.

Motion

Approve the 315 Las Animas Project Processing Agreement with a modification to Paragraph 11 of the agreement regarding the borders of the Master Plan Area in Exhibit B, setting the borders to be Highway 101 as the eastern border, the West Branch Llagas Creek (canal south of Las Animas Avenue) to be the southern border, the Church Street alignment as the western border, and the Buena Vista alignment as the northern border.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

10. CITY ADMINISTRATOR'S REPORTS

City Administrator Forbis provided an update on the Santa Teresa Fire Station project.

11. CITY ATTORNEY'S REPORTS

No report.

12. CLOSED SESSION

City Attorney Faber opened public comment.

With no speakers, City Attorney Faber closed public comment.

City Council entered Closed Session at 10:08 PM.

Motion

Remain in closed session

RESULT: Passed

MOVER: None

SECONDER: None

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to GC Sec. 54956.8 and GCC Sec. 17A.8
Property: Gilroy Gardens Theme Park, 3050 Hecker Pass Highway, Gilroy, CA**

**(APN's: 810-17-024, 810-17-026, 810-17-029, 810-17-030, 810-17-031, 810-18-002, 810-18-013, 810-19-005, 810-19-007, 810-19-010, 810-19-011, 810-19-014)
Negotiators: Jimmy Forbis, City Administrator; Victoria Valencia, Economic Development Manager**

Other Party to Negotiations: Gilroy Gardens Family Theme Park, LLC

Under Negotiations: Price and terms of payment for sale or lease.

- 2. CONFERENCE WITH LABOR NEGOTIATORS – COLLECTIVE BARGAINING UNITS Pursuant to GC Section 54957.6 and GCC Section 17A.11(4)
Collective Bargaining Units: Gilroy Police Officers Association, Inc. Representing Gilroy Police Officers; Gilroy Management Association Representing Mid-Management Employees (GMA); and Unrepresented Exempt Employees (Confidential, Department Heads & Council-Appointed)
City Negotiators: Jimmy Forbis, City Administrator; LeeAnn McPhillips, Assistant City Administrator and Administrative Services & Human Resources Director/Risk Manager
Anticipated Issue(s) Under Negotiation: Wages, Hours, Benefits, Working Conditions
Memorandums of Understanding: City of Gilroy and Gilroy Police Officers Association Inc.; City of Gilroy and Gilroy Management Association (GMA)**

13. ADJOURN TO OPEN SESSION

The City Council adjourned to open session at 11:15 PM.

14. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 11:15 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 on Monday, July 28, 2025.

Bryce Atkins
Acting City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of the Declaration of 56 Vehicles and Equipment as Surplus and Authorize the Disposition of the Surplus Through Auction**

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Administrative Services
Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director
Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director,
Walter Dunckel, Fleet and Facilities Superintendent

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Approve the surplus of 56 vehicles and equipment and authorize the disposal of the surplus through auction.

EXECUTIVE SUMMARY

Through the replacement of vehicles and equipment over the last several years, the City has built up a surplus of vehicles and some equipment that is well past their useful life. Since they no longer serve a purpose for the City, it is appropriate to dispose of them through auction which results in a small return of funds to the Fleet Fund.

BACKGROUND

Under Gilroy City Code Section 2.43(c)(6), the sale of personal property with estimated value in excess of \$10,000 shall require the approval of the City Council prior to sale. The Fleet Division has identified a list of 56 vehicles and equipment (“vehicles”) recommended for disposition. The list is attached to this staff report. The 56 vehicles include three pieces of equipment not typically classified as vehicles, namely a tractor, Bobcat, and a back hoe. The vehicles and equipment have reached the end of their useful life and have either been replaced or deemed unnecessary for current

operations. Fleet is estimating the total value of these items to be \$152,600. Once approved, similar to prior surplus of vehicles, Fleet will coordinate with an auction company to dispose of the vehicles.

ALTERNATIVES

Council may:

1. Declare the vehicles as surplus and authorize staff to dispose of them through auction. **Recommended.** The auction process is the most cost-effective and efficient method available at this time, and the vehicles are outdated and of limited/no usability for City purposes.
2. Choose not to declare the vehicles as surplus. **Not recommended.** This would cause an accumulation of vehicles to occupy needed space at the Fleet facility or other City storage areas. Additionally, delay in disposing of these assets will reduce the potential recovery of value as revenue from their sale.
3. Choose to surplus the items, but not authorize disposition through auction. **Not recommended.** While the City could place the vehicles for sale through direct purchase, the benefit would be limited due to the staff time to manage the sale of each individual vehicle, as well as the cost of advertising each vehicle.

FISCAL IMPACT/FUNDING SOURCE

The Fleet Division estimates the value of the surplus to be \$152,600. An undetermined portion of this amount will return to the City as revenue for the Fleet Fund. Due to the nature of auction dispositions, the amount of revenue will not be known until the assets are sold.

NEXT STEPS

The next step is to secure the services of an auction company to sell the vehicles and equipment at auction. All equipment is removed from the vehicle prior to departure for auction. Therefore, the vehicles are already being prepared for auction. Once an agreement is signed, the auction company will pick up and auction the vehicles, clearing needed space for other vehicles and equipment, and eliminating a stockpile of unsightly vehicles.

Attachments:

1. Surplus Vehicle List July 2025

Surplus Vehicle List

| Number | Vehicle Type | Year | Odometer | VIN | Est Value |
|--------|-------------------------------------------|------|----------|-------------------|-----------|
| 1201 | Ford Crown Vic | 2002 | 120,723 | 2FAFP71W62X129842 | 1,200.00 |
| 1234 | Chrysler PT Cruiser | 2002 | 20,286 | 3C4FY48B22T289615 | 2,900.00 |
| 1304 | Ford Crown Vic | 2003 | 103,374 | 2FAHP71W23X165649 | 1,200.00 |
| 1305 | Ford Crown Vic | 2003 | 96,819 | 2FAHP71W93X165650 | 1,200.00 |
| 1601 | Ford Crown Vic | 2006 | 127,293 | 2FAFP71W86X132568 | 1,400.00 |
| 1707 | Ford Focus | 2007 | 50,871 | 1FAHP34N97W190075 | 2,500.00 |
| 1711 | Ford Crown Vic | 2007 | 134,167 | 2FAHP71WX7X125339 | 1,400.00 |
| 1715 | Ford Crown Vic | 2007 | 110,112 | 2FAHP71W17X125343 | 1,400.00 |
| 1809 | Ford Crown Vic | 2008 | 125,490 | 2FAHP71VX8X150508 | 1,400.00 |
| 1811 | Ford Crown Vic | 2008 | 114,536 | 2FAHP71V88X150510 | 1,500.00 |
| 2004 | Chevy 3500 Util | 2000 | 88,499 | 1GBGC34R7YR230887 | 2,500.00 |
| 2005 | SCRWA Chevy 3500 Utility | 2000 | 44,750 | 1GBGC34R6YR230931 | 3,500.00 |
| 2009 | Chevy Blazer S-10 | 2009 | 103,253 | 1GNNT13WXY2407166 | 1,500.00 |
| 2013 | Chevy Blazer S-10 | 2000 | 141,289 | 1GNNT13W4Y2381342 | 1,200.00 |
| 2103 | Chevrolet 1500 Silverado | 2001 | 169,325 | 2GCEC19V611262919 | 1,500.00 |
| 2105 | Chevy Blazer S-10 | 2001 | 96,185 | 1GNNT13W412126874 | 1,300.00 |
| 2106 | Chevrolet Venture | 2001 | 78,667 | 1GNDX03E91D249306 | 1,200.00 |
| 2107 | Ford Ranger Pickup (bad transmission) | 2011 | 155,855 | 1FTKR1ED0BPA43151 | 1,200.00 |
| 2204 | Chevy 2500HD bad transmission | 2002 | 118,881 | 1GBHC29U12E298161 | 1,500.00 |
| 2207 | Chevy Blazer S-10 | 2002 | 39,177 | 1GNNT13W62K214830 | 1,900.00 |
| 2301 | Ford F150 | 1993 | 120,563 | 2FTDF15Y8PCA39071 | 1,300.00 |
| 2305 | Chevrolet Tahoe | 2003 | 86,292 | 1GNEC13Z03J296074 | 1,300.00 |
| 2306 | Chevrolet Tahoe | 2003 | 268,940 | 1GNEC13Z32J299639 | 900.00 |
| 2310 | Ford F350 | 1993 | 101,173 | 2FDHF37H1PCA55733 | 2,300.00 |
| 2408 | Ford Aerostar Van | 1994 | 80,513 | 1FMCA11U8RZB10204 | 1,100.00 |
| 2501 | GMC Utility Van | 1995 | 75,437 | 1GFG35KXSF517767 | 1,100.00 |
| 2502 | Ford Escape Hybrid (White) | 2006 | 42,492 | 1FMYU95H26KB01284 | 1,500.00 |
| 2604 | Ford Escape Hybrid (Black) | 2006 | 178,926 | 1FMYU95H56KC95910 | 1,500.00 |
| 2606 | Ford F450 Crane Truck | 2006 | 110,744 | 1FDXF46P66ED71910 | 3,200.00 |
| 2608 | Ford F450 Crane Truck (water) bad oil pum | 2006 | 92,357 | 1FDXF46PX6ED71909 | 3,200.00 |
| 2609 | Ford F150 | 2006 | 51,537 | 1FTRF12296NB74140 | 3,900.00 |
| 2708 | Ford Ranger Pickup | 2007 | 135,351 | 1FTYR14D97PA47296 | 1,500.00 |

| | | | | | |
|------|--------------------------------------|------|------------|---------------------|-----------|
| 2719 | Ford Explorer Interceptor | 2017 | 103,024 | 1FM5K8AR7HGC57232 | 4,500.00 |
| 2950 | Chevy Blazer S-10 | 1999 | 109,184 | 1GNLT13W7X2178685 | 900.00 |
| 3004 | KME Type 1 Fire Engine | 1999 | 92,106 | 1K9AF4280YN058113 | 15,000.00 |
| 3101 | Kodiac command truck | 1991 | 14,594 | 1GBL7H1M9MJ112020 | 4,900.00 |
| 3202 | Pierce Type 1 Fire Engine | 1989 | 112,198 | 1P9CA01D5A040212 | 18,000.00 |
| 3408 | International 4400 Water Truck | 1991 | 19,093 | 1HTSDN2R8NH404018 | 5,000.00 |
| 3422 | Internaltional 4600 Flat Bed | 1987 | 23,928 | 1HT5BZPM7NH404019 | 5,000.00 |
| 3431 | Freightliner FLC11242SD Dump Truck | 1989 | 24,024 | 1FVX1WYB3KH408487 | 5,000.00 |
| 3501 | Ford F550 Type 6 Fire Engine | 2005 | 39,389 | 1FDAX57P15EB57722 | 10,000.00 |
| 3719 | Amida SL4060D light trailer | 1984 | N/A | 84068680 | 500.00 |
| 3722 | Amida SL4060D light trailer | 1989 | N/A | 8911D4MH | 500.00 |
| 4102 | Vermeer BC1800A Chipper | 2001 | 2231 hours | 1VRN1312111002386 | 1,200.00 |
| 4402 | Ford I-7000 Sweeper Truck | 1993 | 62,493 | 1FDXR72CXRVA27514 | 500.00 |
| 4403 | International Armored Vehicle | 1977 | 315,286 | D0532GHB11350 | 900.00 |
| 4603 | Case International Tractor 385 | 1985 | N/A | N/A | 1,900.00 |
| 4611 | Bobcat model 643 | 1985 | N/A | 5015-M-20329 | 2,500.00 |
| 4612 | Case 580E Back Hoe | 1985 | N/A | N/A | 4,900.00 |
| 4720 | Signal light trailer | 1984 | N/A | 26704720 | 200.00 |
| 5002 | Honday Motorcycle ST1300 | 2009 | 81,725 | JH2SC51719K600656 | 4,500.00 |
| 5003 | Honda Motorcycle ST1300 | 2009 | 47,915 | JH2SC51779K600631 | 4,500.00 |
| 5005 | Honda Motorcycle ST1300 | 2011 | 22,831 | JH2SC5176BK700080 | 4,500.00 |
| 7201 | Gem electric car | 2002 | N/A | 5ASAK27422F023925 | 500.00 |
| 7703 | Gem electric car | 2007 | N/A | 5ASAK27487F042986 | 500.00 |
| 8203 | Display Solutions trailer sign solar | 2001 | N/A | 5HJ2G09191S01010124 | 500.00 |

Total Estimated Value 152,600.00



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of a \$275,692.08 Grant from the Department of California Highway Patrol Cannabis Tax Fund Grant Program for Driving Under the Influence Enforcement Activities and Adoption of a Resolution of the City Council of the City of Gilroy Approving a Fiscal Year 2026 Budget Amendment

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Police
Submitted by: Ken Binder, Interim Police Chief
Prepared by: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

1. Accept the Department of California Highway Patrol Cannabis Tax Fund Grant Program award for \$275,692.08; and
2. Adopt a resolution amending the Fiscal Year 2026 budget to appropriate the grant funds into the Police Department Special Grants Fund.

EXECUTIVE SUMMARY

The Gilroy Police Department (GPD) has been awarded a \$275,692.08 grant through the Department of California Highway Patrol Cannabis Tax Fund Grant Program (CTFGP), made possible by Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act. This grant supports education, prevention, and enforcement related to impaired driving. The funding will be used for DUI-specific enforcement equipment, officer training, saturation patrol operations, and public outreach. City Council approval is required to formally accept the grant and amend the Fiscal Year 2026 budget to appropriate the funds.

BACKGROUND

Proposition 64, passed by California voters in 2016, mandates that a portion of cannabis tax revenues be used to mitigate the impacts of marijuana legalization, including impaired driving. The California Highway Patrol administers the Cannabis Tax Fund Grant Program (CTFGP) to support local governments in achieving this goal. The CTFGP aims to reduce impaired driving crashes, enhance public education regarding the dangers of drug and alcohol impaired driving, and improve roadway safety across California. In June 2025, GPD was notified of its successful grant award in the amount of \$275,692.08. The grant term runs from July 1, 2025, through June 30, 2026, and operates on a reimbursement basis.

ANALYSIS

The Gilroy Police Department (GPD) maintains a dedicated Traffic Unit comprised of three full-time motorcycle officers and one supervising sergeant. This team works to reduce fatal and injury collisions through enforcement, education, and collaboration with the City's Engineering Division to address hazardous roadway conditions. From January 2021 through December 2024, alcohol-involved injury collisions have continued to rise, underscoring the need for sustained and focused enforcement efforts. In response, the Department remains committed to enhancing DUI enforcement by training officers as Drug Recognition Experts (DREs), ensuring they are equipped to identify and address drug-impaired driving more effectively.

Grant funding from the CTFGP provides an opportunity to expand DUI enforcement efforts through equipment purchases, training, and community outreach. The funding will support:

- A DUI police motorcycle and upfitting to replace aging equipment and allow deployment of up to five motorcycle officers with prior Traffic Unit experience. Motorcycles are critical to saturation patrols due to their agility in traffic, ability to operate in areas inaccessible to patrol vehicles, and value in covert enforcement scenarios.
- A DUI checkpoint/saturation patrol truck and upfitting, which will serve as a mobile command and operational base. This vehicle provides the necessary signage, lighting, and traffic control tools required to safely conduct checkpoints, particularly in high-traffic or low-light environments.
- A DUI all-terrain vehicle (ATV) and upfitting, which will provide essential access to areas that are not easily reached by standard patrol vehicles, such as trails, large parking lots, parks, and special event grounds. These locations often require law enforcement presence, and the ATV ensures that officers can navigate these environments quickly and safely to maintain visibility, respond to incidents, and support police operations in unconventional or high-traffic settings.
- Funding for officer overtime during DUI saturation patrols, Drug Recognition Expert (DRE) training, travel, and community outreach initiatives aimed at educating the public about the risks and consequences of impaired driving.

These resources are not just enhancements; they are essential to ensuring that DUI operations are conducted safely, efficiently, and in a manner that reflects best practices in traffic enforcement. DUI checkpoints are inherently high-risk operations involving traffic congestion, impaired drivers, and the need for rapid situational response. This equipment and training will enhance officer safety, improve detection and deterrence, and ultimately reduce impaired driving-related injuries and fatalities in Gilroy.

To accomplish this, City Council action is required to accept the grant and appropriate the funds in the FY26 budget. The proposed budget appropriation is in the Police Department Special Grants Fund as follows:

| Org/Object | Project String | Amount |
|--------------------------------|---------------------|--------------|
| 2253000-52610 (Expenditure) | 30CHP23520-Prog Exp | \$60,689.14 |
| 2253000-53125 (Expenditure) | 30CHP23520-Vehicles | \$215,002.94 |
| 2253000-43120 (Revenue) | 30CHP23520-State | \$275,692.08 |

ALTERNATIVES

The City Council may choose not to approve the acceptance or appropriation of the CHP grant funds. Staff does not recommend this option, as it would require identifying alternative funding sources or reducing the scope and frequency of DUI saturation patrols and public education efforts. This would limit the Department’s ability to proactively address impaired driving risks in the community.

FISCAL IMPACT/FUNDING SOURCE

Approval of this action will increase both revenue and expenditure appropriations in the Police Department’s Special Grants Fund (Fund 225) by \$275,692.08. All expenditures are reimbursable under the terms of the CHP Cannabis Tax Fund Grant Program. No City General Fund match is required.

PUBLIC OUTREACH

The Police Department will implement a public engagement campaign via social media and community channels prior to each DUI saturation event. This outreach will include educational messaging about impaired driving risks, event transparency, and grant program funding acknowledgment, reinforcing community trust and awareness.

NEXT STEPS

N/A

Attachments:

1. FY26 CHP Resolution \$275,692.08
2. updated Grant Agreement Schedule A FY25-26 signed KB

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING THE BUDGET FOR THE CITY OF GILROY FOR FISCAL YEAR 2025-2026 IN THE POLICE DEPARTMENT GRANTS FUND AND APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS.

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

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2025-2026 for the City of Gilroy in the staff report dated July 28, 2025, for the Police Departments Grants Fund, appropriating funding received from the Department of California Highway Patrol, Cannabis Tax Fund Grant Program; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendments.

NOW, THEREFORE, BE IT RESOLVED that revenue and expenditure appropriations in the Police Department Grants Fund, Fund 225, is hereby increased by \$275,692.08 for Fiscal Year 2025-2026.

PASSED AND ADOPTED this 28th day of July 2025 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, July 28, 2025** with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy

(Seal)

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. GRANT TITLE FY25/26 CTFGP Law Enforcement - Gilroy Police Department | |
| 2. NAME OF ORGANIZATION/AGENCY Gilroy Police Department | |
| 3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT | |
| 4. PROJECT PERFORMANCE PERIOD From: 07/01/2025 To: 06/30/2026 | 5. PURCHASE ORDER NUMBER |
| 6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies. | |
| 7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$275,692.08 | |
| 8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none">• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure• Schedule B – Detailed Budget Estimate• Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto. | |
| 9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Ken Binder Title: Chief of Police Phone: (408) 846-0350 Address: 7301 Hanna Street Gilroy, CA 95020 E-Mail: ken.binder@cityofgilroy.org _____ (Signature) _____ (Date) | B. AUTHORIZED OFFICIAL OF CHP Name: Andrew Beasley Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: ABeasley@chp.ca.gov _____ (Signature) _____ (Date) |
| C. ACCOUNTING OFFICER OF CHP Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street Sacramento, CA 95811 E-Mail: Michelle.Fojas@chp.ca.gov _____ (Signature) _____ (Date) | 10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Harjot Sangha Title: Director of Finance Phone: (408) 846-0350 Address: 7301 Hanna Street Gilroy, CA 95020 |

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Gilroy Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

Project Description

The Gilroy Police Department (GPD) is committed to maintaining safe roads through detecting impaired drivers and enforcement of the vehicle code. Our proposed project for FY 25/26 is to request staffing funding for ten (10) DUI Saturation Patrols, two(2) Community Outreach, and to request funds to send two (2) officers to Drug Recognition Expert (DRE) courses for certification. Our proposed project would include funding to obtain two (2) dedicated marked DUI Enforcement Police Motorcycles, one (1) dedicated marked DUI Enforcement Vehicle for Saturation Patrols, one (1) All-Terrain Vehicle to assist in moving UAV equipment and personnel during DUI Enforcement activities, and one (1) DUI Saturation Unmanned Aerial Vehicle (UAV).

Problem Statement & Proposed Solution

The Gilroy Police Department (GPD) is in the southernmost portion of Santa Clara County. The City of Gilroy is 16.54 square miles and according to the last US Census Bureau statistics available, the city has a population of 59,520. The City of Gilroy is one of the last “affordable” housing areas in Santa Clara County and serves as a home for many of the tech workers from Silicon Valley. The City of Gilroy is in southern Santa Clara County at the intersection of US-101, CA 152, and CA 156. As with many jurisdictions, we have seen our community explode in residential and commercial development. The City of Gilroy has also approved more low- and moderate-income housing, commercial warehouse space, which has seen an increase in the amount of traffic in our region. Additionally, the City of Gilroy experienced a large, unhoused population of individuals, and while the residentially challenged do not affect traffic directly, they draw significantly on our already stretched resources. Most of the high-density housing and commercial development has occurred along our arterial roadways and has significantly impacted the traffic on our roadways during commute hours. To avoid congestion on U.S. 101, many motorists utilize our main arterial roadways such as Monterey Road, Santa Teresa Boulevard, and First Street.

While reviewing collision data, The Gilroy Police Department (GPD) recognized the following trends within the city limit. Using Crossroads Analytics for 2023, GPD reported 454 total collisions on our roadways. Of the 454 collisions, 180 collisions involved injuries with a total of 244 victims. 28 of the 180 injury collisions involved alcohol, affecting 36 victims. 14 collisions were motorcycle related which included one alcohol involved motorcycle injury. 158 of the collisions in 2023 occurred during nighttime hours. Using Crossroads Analytics for 2024, GPD reported 504 total collisions on our roadways. Of the 504 collisions, 222 collisions involved injuries with a total of 316 victims. 30 of the 222 injury collisions involved alcohol, affecting 40 victims. 10 collisions were motorcycle related, one of which was a fatality. The driver responsible in this collision was impaired by drugs. 198 of the collisions in 2024 occurred during nighttime hours. In 2024, GPD proactively arrested 125 motorists for driving under the influence of alcohol, drugs, or a combination of both. To lower the number of victims of vehicle collisions, GPD has made it a priority to conduct directed enforcement for PCF violations, education of motorists, DUI/DUID saturation patrols and DUI checkpoints. In 2024, GPD issued 2,592 traffic citations. Using Crossroads Analytics, GPD recognized an increase in total injury collisions year over year since 2021. The data revealed a total of 76 injury collisions in 2021, 157 in 2022, 180 in 2023, and 222 in 2024. The same increase is seen with alcohol involved injury collisions with the data revealing 9, 21, 28, and 30 collisions in respective years. Our goal is to lower the number of injury collisions, injury victims, and impaired driving. Most of the fatal crashes in 2022, 2023, and 2024 occurred during the nighttime hours. GPD routinely deploys saturation patrols to coincide with major holidays (Winter Mobilization, Super Bowl, St. Patrick’s Day, Labor Day, Memorial Day, etc.) to identify impaired drivers and remove them from our roads.

Our proposed solution for the issue of impaired drivers in our jurisdiction is to increase the number of saturation patrols and to send two officers to DRE courses for DRE certification.

Schedule A

The Gilroy Police Department is requesting funding to deploy ten (10) DUI saturation patrols, twice as many as the 2024/2025 grant request and we are requesting funding to send two (2) officers to Drug Recognition Expert (DRE) courses to be certified as DRE's during the grant funded year. The Gilroy Police Department is looking to revamp our DRE program immediately with officers who have shown a keen interest in DUI's/DUID's and the DRE program. Having two DRE's will greatly increase our efforts and ability to detect DUI/DUID drivers.

We are requesting funding for much needed equipment. The Gilroy Police Department is requesting funding for two (2) 2025 BMW R1300RT motorcycles to augment the DUI saturation patrols as it is a preferred mode of enforcing traffic laws, especially in our downtown district which tends to be impacted by vehicular and pedestrian traffic. These motorcycles would be used by our traffic enforcement officers and part-time motor officers during saturation patrols since our traffic enforcement officers respond to most collisions in our jurisdictions. The Gilroy Police Department is requesting one (1) 2025 Ram 3500 pickup truck to help augment our DUI Saturation Patrols. GPD only has one truck capable of towing our DUI trailer. The current truck is also used by the SWAT Team, Community Engagement Team, Mounted Enforcement Unit, and patrol teams. There have been issues with the truck being unavailable during DUI Saturation patrols in the past. The DUI Ram Truck will be utilized during DUI Saturation Patrols and for many years afterwards. GPD is requesting an all-terrain vehicle to assist in moving equipment and personnel during enforcement activities such as Saturation Patrol and to tow/deploy GPD's UAV equipment. Lastly, GPD is requesting an Unmanned Aerial Vehicle for use at our DUI Saturation Patrols to assist in identifying vehicles that are violating the vehicle code. The UAV will be used to radio identifying information to officers deployed in the area.

Performance Measures/Scope of Work

As stated in our problem statement, in 2023, 28 out of 180 injury collisions involved an impaired driver. Nearly 16% of our at-fault drivers in a collision made the decision to drive impaired. In 2024, 30 out of 222 injury collisions involved an impaired driver. Nearly 14% of our at-fault drivers in a collision made the decision to drive impaired. Our performance measure would be based on the reduction in the number of collisions involving alcohol and the number of proactive DUI/DUID arrests our department completes. Aside from equipment requests, GPD is seeking funding for ten (10) saturation patrols and funding to send two GPD officers to Drug Recognition Expert (DRE) courses to be certified as DRE's. GPD does not currently have certified DRE's. GPD is committed to making the DRE certification and DRE program a priority. GPD believes we will be more effective in DUI/DUID enforcement with multiple DRE certified officers.

Ten (10) DUI Saturation Patrols (Q1=2, Q2=4, Q3=2, Q4=2): Our Saturation Patrols aim to increase our proactive DUI/DUID arrests by 10%, which will make our roadways safer and increase our community's confidence that our department is committed to roadway safety. The request for funding of two BMW R1200RT's, and the 2025 Ram 2500 will be utilized in these saturation patrols.

Drug Recognition Expert Training Course: (Q1-Q2=2 Officers obtain DRE certification, Q3-Q4=DRE Officers work DUI Saturation Patrols upon approval of the 2025/2026 grant award), The Gilroy Police Department will identify two officers immediately from the list of officers identified as having interest in the DRE program. The DRE's will identify a DRE classroom course and a DRE Field Certification course. The officers will be required to have their certifications completed by the end of Q2. The DRE's will be assigned to Saturation Patrols in Q1 and Q2 and their certification will provide them with an enhanced skillset during their Q3 and Q4 Saturation Patrols. GPD should see a decline in DUI/DUID driving and collisions with DRE trained police officers on Saturation Patrols.

2 BMW R1300RT Police Motorcycles for DUI Saturation Patrols (Q1=Purchase, Q2=Receive, Q3-Q4=Use to complete DUI Saturation Patrols)

1 DUI All-Terrain Vehicle will be used to transport UAV equipment out in the field to support DUI Saturation patrols, and to provide Community Outreach (Q1=Purchase, Q2=Receive, Q3-Q4=Use to assist with DUI Saturation Patrols and Community Outreach via Social Media and in person.

1 2025 Ram 2500 (Q1=Purchase, Q2=Receive and upfit, Q3-Q4=Complete DUI Saturation patrols with vehicle. Vehicle will be marked with "DUI Enforcement." Social Media posts will show the vehicle during enforcement. Our Saturation Patrols and social media posts with this vehicle aim to increase our proactive DUI/DUID arrests by 10% and reduce DUI/DUID by 10%.

Schedule A

1 Unmanned Aerial Vehicle (UAV) (Q1=Purchase, Q1=Receive, Q1-Q4=Utilize the UAV during saturation patrols to identify violators in areas of town hit hardest by DUI related occurrences, collisions, and violations of the vehicle code. The drone operator will radio those observations to DUI Saturation Enforcement officers.

Project Performance Evaluation

The Gilroy Police Department will use internal statistics to demonstrate the reduction in DUI/DUID collisions during Q3 and Q4.

GPD will issue an initial press release upon awarding of the grant, so our community is aware of the commitment of the Gilroy Police Department to reducing DUI/DUID related collisions with the assistance of the CHP Cannabis Tax Fund Grant.

We will issue a press release upon receiving our new Police Motorcycles, Ram 2500 truck, all terrain vehicle, and drone, with photographs so our community is aware of our commitment to reducing DUI/DUID related collisions with the assistance of the CHP Cannabis Tax Fund Grant.

We will issue a press release, (10) in all, for each of the DUI Saturation patrols and include photos of our new Police equipment in action.

GPD will upload all classroom and course registration, attendance and certificates to document the DRE certification process.

Program Sustainability

The Gilroy Police Department has identified the biggest challenges facing our department in this grant application. Our department equipment needs will be satisfied with this grant request if grant funding is not available or significantly reduced. The Gilroy Police Department will utilize the motorcycles for 6-7 years, the truck for 8+ years, the all-terrain vehicle for 5+ years, and the drone for 4+ years.

With the equipment and training the Gilroy Police Department has requested, we will continue to conduct DUI/DUID enforcement even if grant funding is reduced or eliminated. The City of Gilroy and the Gilroy Police Department is committed to traffic safety and DUI/DUID enforcement. We have made a commitment to our community to continue to reduce collisions of all types using enforcement, education, and engineering.

Administrative Support

The Gilroy Police Department does not request grant reimbursement for the administration of grant funds. The Gilroy Police Department and the City of Gilroy has successfully administered large Federal and State Grants for the past 15 years. The Traffic Sergeant will be responsible for administering this grant with the help of a part-time administrative assistant at the city's cost. The part-time administrative assistant will help with data entry and grant scheduling. The Gilroy Police Department also employs a budget analyst, at no cost to the grant, to review grant related financial expenditures.

The Gilroy Police Department and the City of Gilroy have been good stewards of grant funds in the past and will continue to be good stewards of grant funds in the future.

Schedule B

Detailed Budget Estimate

| Award Number | Organization/Agency | Total Amount |
|--------------|--------------------------|--------------|
| 23520 | Gilroy Police Department | \$275,692.08 |

| Cost Category | Line Item Name | Total Cost to Grant |
|---------------------------|-----------------------------------|---------------------|
| Other Direct Costs | DUI Police Motorcycle Upfitting | \$37,936.92 |
| | DUI Truck Upfitting | \$8,066.05 |
| | DUI All Terrain Vehicle Upfitting | \$9,947.60 |
| | Category Sub-Total | \$55,950.57 |
| Personnel | Community Outreach | \$2,083.20 |
| | DUI Saturation | \$52,599.94 |
| | Category Sub-Total | \$54,683.14 |
| Travel | DRE Field Cert Travel - Attend | \$4,668.00 |
| | DRE Training Travel - Attend | \$1,338.00 |
| | Category Sub-Total | \$6,006.00 |
| Equipment | DUI Police Motorcycles | \$48,875.00 |
| | DUI Checkpoint / Saturation Truck | \$78,906.45 |
| | DUI All Terrain Vehicle | \$31,270.92 |
| | Category Sub-Total | \$159,052.37 |
| Grant Total | | \$275,692.08 |

Schedule B-1 Budget Narrative

Gilroy Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

DUI Police Motorcycle Upfitting

\$37,936.92

Emergency Warning Lights(red/blue) per unit =\$2540.76 Two units=\$5081.52 Motorola Radio per unit= \$13,374.32 Two Units = \$26,748.64 Additional Equipment-Map light, Shotgun/Rifle rack, extra key, shift pro, power plugs per unit=\$3053.38 Two units = \$6106.76

Note: The additional equipment is to make the motorcycle ergonomically function well as a police motorcycle for enforcement activity.

DUI Truck Upfitting

\$8,066.05

*DUI Truck Upfitting with lights and siren=\$8,066.05

DUI All-Terrain Vehicle Upfitting

\$9,947.60

*Wrap for DUI All-Terrain Vehicle=\$800 *Upfitting for DUI All-Terrain Vehicle=\$9,147.60

Personnel

Community Outreach

\$2,083.20

2 Community Outreach with DUI All-Terrain Vehicle =

\$2,083.20 2 Officers per Outreach=OT\$130.20/hr at 4 hrs per outreach/ 4hrs per officer / 16 hrs

DUI Saturation

\$52,599.94

10 DUI Saturation Patrols = \$52,599.94

6 Officers per Patrol=OT\$130.20/hr at 7 hrs per patrol/ 7hrs per officer / 420 hrs

Travel

DRE Field Cert Travel - Attend

\$4,668.00

*DRE Field Cert Travel =\$3,984 *Classification=2 Police Officers *Lodging=\$185 per night + taxes /9 nights each = \$1,620x2 officers = \$3,240 * Per Diem = \$38 per day / 9 days for 2 officers = \$684

DRE Training Travel - Attend

\$1,338.00

*DRE Certification Course Lodging=\$1,110 *Classification=2 Police Officers *Lodging=\$185 per night + taxes /3 nights each = \$555x2 officers = \$1,110 * Per Diem = \$38 per day /3 days for 2 officers = \$228

Equipment

DUI Police Motorcycles

\$48,875.00

DUI Police Motorcycle Cost per unit= \$24,437.50 Two DUI Police Motorcycles =\$48,875.00

**Schedule B-1
Budget Narrative**

Gilroy Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

DUI Checkpoint / Saturation Truck

\$78,906.45

*DUI Checkpoint/Saturation Truck=\$78,906.45

DUI All Terrain Vehicle

\$31,270.92

*DUI All Terrain Vehicle to transport personnel to and from DUI checkpoints and to deploy radar trailers by hitch *
Quantity=1 *DUI All Terrain Vehicle=\$31,270.92



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of the FY 25 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program for Public Information Associated with the Community Rating System of the National Flood Insurance Program

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Pamela Brown, Management Analyst Trainee

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Approve the FY 25 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional Program for Public Information associated with the Community Rating System of the National Flood Insurance Program.

EXECUTIVE SUMMARY

The Community Rating System (CRS) is a voluntary initiative of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). The CRS encourages participating communities to implement floodplain management, public outreach, and mitigation activities that exceed minimum NFIP requirements, thereby earning flood insurance premium discounts for property owners.

In Santa Clara County, eleven local agencies—including the City of Gilroy and the Santa Clara Valley Water District (Valley Water)—actively participate in the CRS Program. A key component of this program is the implementation of a Program for Public Information (PPI), which is a coordinated effort to identify, deliver, and evaluate public outreach activities that address local flood risk and preparedness needs.

The CRS awards credit to jurisdictions that adopt and execute a PPI, which contributes

to flood insurance premium discounts for residents and businesses. The PPI is updated every five years, with an Annual Evaluation Report required by FEMA to assess progress, refine outreach strategies, and demonstrate continued compliance. This report must be reviewed and approved by each participating agency’s governing body.

The FY 25 Annual Evaluation Report outlines the City’s continued engagement in collaborative outreach efforts and affirms its commitment to reducing flood risk through sustained public education and engagement. Approval of this report ensures ongoing eligibility for CRS credits and supports the City’s efforts to provide meaningful cost savings to the community through flood insurance premium reductions.

BACKGROUND

The City of Gilroy has been an active participant in the Federal Emergency Management Agency’s (FEMA) Community Rating System (CRS) under the National Flood Insurance Program (NFIP) since May 1, 2007. The CRS is designed to encourage and reward communities that implement floodplain management practices and public outreach initiatives that exceed the minimum requirements of the NFIP. In return, participating communities receive discounted flood insurance premiums for property owners.

In partnership with the Santa Clara Valley Water District (Valley Water), eleven jurisdictions within Santa Clara County—including the City of Gilroy—jointly participate in a Multi-Jurisdictional Program for Public Information (PPI). The current PPI was developed and adopted in 2021 and is scheduled for updates every five years, as required by FEMA guidelines.

The PPI, introduced into the CRS framework in 2013, is a voluntary but valuable component that allows communities to systematically plan, implement, and evaluate public outreach strategies aimed at increasing awareness of flood risk and promoting mitigation actions. The collaborative nature of the Multi-Jurisdictional PPI ensures consistent messaging and maximizes the impact of outreach efforts across the region.

To qualify for CRS credit under this activity, the governing body of each participating jurisdiction must formally adopt the PPI.

The City of Gilroy currently maintains a CRS Class 7 rating, which provides a 15% discount on flood insurance premiums for properties located within Special Flood Hazard Areas (SFHAs) and a 5% discount for properties located outside those areas.

ANALYSIS

Participation in the Community Rating System (CRS) is voluntary and requires a commitment of staff resources to manage and maintain. In return, residents and businesses benefit from a 15-percent reduction in flood insurance premiums as a Class

7 designated community. This premium reduction represents a significant benefit to residents choosing or required to have federal flood insurance.

CRS offers communities a structured framework to reduce flood risk through enhanced public education and floodplain management activities. A critical component of the CRS is the Program for Public Information (PPI), which provides an opportunity for jurisdictions to plan and execute outreach initiatives tailored to local needs.

Communities that adopt and implement a formal PPI are eligible for additional CRS credit, as the program demonstrates a commitment to proactive, coordinated, and data-informed public communication. The PPI enables jurisdictions to go beyond isolated outreach efforts by establishing a cohesive public information strategy with defined goals, targeted messaging, and measurable outcomes.

The Santa Clara County Multi-Jurisdictional PPI is managed collaboratively by a committee composed of both agency staff and community stakeholders. This structure allows for a broader range of perspectives, ensuring that outreach efforts are relevant, effective, and inclusive. For the City of Gilroy, the committee includes representatives from the Public Works Department as well as a community stakeholder, Ms. Merna Leal, a Gilroy resident and former District CRS Program Manager.

Ongoing participation in the Multi-Jurisdictional PPI enables the City to maximize CRS credits, maintain or improve its CRS class rating, and deliver continued flood insurance premium savings to residents and businesses. The Annual Evaluation Report provides a mechanism for assessing the effectiveness of implemented activities and identifying opportunities for refinement in future outreach planning.

ALTERNATIVES

The City Council may choose not to approve the FY 25 Annual Evaluation Report for the Multi-Jurisdictional Program for Public Information (PPI), the City would be unable to claim CRS credit for this activity. As a result, the City may risk a reduction in its CRS score, potentially impacting its current class rating and the corresponding flood insurance premium discounts available to property owners.

In lieu of participating in the County-wide Multi-Jurisdictional PPI, the City could pursue the development of an independent public information strategy. However, this approach would require significant staff time and resources to create, implement, and maintain a program that meets FEMA's CRS criteria. Additionally, a standalone program may result in fewer efficiencies and lower CRS credit potential compared to participation in the regional, collaborative PPI effort.

FISCAL IMPACT/FUNDING SOURCE

Approval of the FY 25 Annual Evaluation Report does not result in any direct fiscal impact on the City. The costs associated with the development, coordination, and

ongoing administration of the Multi-Jurisdictional Program for Public Information (PPI) are fully funded through the Santa Clara Valley Water District's adopted budget. The City's continued participation in the PPI requires only minimal staff involvement, which is accommodated within existing departmental resources and does not necessitate additional funding.

PUBLIC OUTREACH

A copy of the FY25 Annual Evaluation Report for the Santa Clara County Multi-Jurisdictional PPI will be posted on the Public Works' Flood Management webpage.

NEXT STEPS

Staff will continue to participate in the PPI committee, which re-convenes annually to evaluate the PPI and to make appropriate adjustments as needed. At the City's next CRS verification visit (estimated in Fall 2025), staff will submit a copy of the PPI to receive the CRS credit.

Attachments:

1. FY25 Annual Evaluation Report_SCC__MultiJurisdictional_PPI



MEMORANDUM

FC 14 (03-11-25)
Page 1 of 2

TO: Melanie Richardson, P.E.
Interim Chief Executive Officer

FROM: Rachael Gibson
Chief of External Affairs

SUBJECT: FY25 Annual Evaluation Report
(Year 4: July 2024 – June 2025) for the 2021
Santa Clara County Multi-Jurisdictional
Program for Public Information (PPI)

DATE: June 12, 2025

Valley Water continues to support local partners in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.

Through the CRS, flood insurance holders in participating communities receive discounted premium rates to reflect the reduced flood risk. The three goals of the CRS are:

1. Reduce flood damage to insurable property,
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

Background

Valley Water has supported the local CRS program since 1998. Since Valley Water is not a land-use agency, it is not considered an NFIP community and does not technically qualify to participate in the CRS program.

Valley Water's flood risk reduction activities throughout Santa Clara County (county) earns CRS credits that are transferred to each CRS participating community, supporting savings on NFIP insurance policies within those jurisdictions. Currently, 11 of the 16 communities (cities, towns, and the county) within Santa Clara County participate in the CRS program.

For many of our communities, Valley Water's CRS credits serve as a baseline. Between Valley Water's baseline and the CRS community's credit, NFIP flood insurance policyholders receive an average 15% discount. The average NFIP flood policy premium in Santa Clara County is approximately \$1,000, meaning that CRS participating communities save their flood insurance holders about \$150 to \$200 per year by documenting the flood risk reduction activities it performs. Participation in the CRS program generates an annual savings of approximately \$1.9M for NFIP policyholders in Santa Clara County.

The Santa Clara County Multi-Jurisdictional Program for Public Information

FEMA first introduced the Program for Public Information (PPI) as a CRS creditable activity in 2013. The PPI encourages CRS participating communities to work with local stakeholders to design a program for community outreach on flood risk reduction that best fits local needs. This can be done as a single or multi-jurisdictional effort.

Valley Water helped lead the development of the first five-year Multi-Jurisdictional PPI, which was adopted in 2015 and concluded in 2020 (2015 PPI). This countywide collaboration outreach program standardizes our flood risk and loss reduction outreach messaging while increasing communities' CRS points.



MEMORANDUM

FC 14 (03-11-25)
Page 2 of 2

2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI)

On April 27, 2021, the Valley Water Board of Directors adopted the subsequent 2021 PPI after the completion of the 2015 PPI; the CRS participating communities' governing bodies adopted the 2021 PPI soon thereafter.

In addition to updating the PPI every five years, FEMA requires CRS communities seeking continued CRS credit to complete an Annual Evaluation Report on PPI efforts and share the report with their governing bodies. Attached is our submittal of the Annual Evaluation Report for Fiscal Year 25 (*Year 4 of the 2021 PPI*). Overall, the CRS Users Group/PPI Committee successfully implemented the 2021 PPI in FY25.

Please direct questions about the PPI Annual Evaluation Report to Kristen Yasukawa, Manager, Office of Civic Engagement at (408) 630-2876.

DocuSigned by:

| | |
|---------------------------|-----------|
| <i>Rachael Gibson</i> | 6/11/2025 |
| F7FB44925FCC48A... | Date |
| Rachael Gibson | |
| Chief of External Affairs | |
| External Affairs Division | |

cc: R. Gibson, K. Yasukawa, A. Fonseca, R. Moreno, CRS File, Egnyte electronic filing system

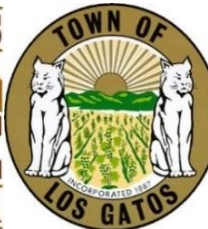
Attachment: [Annual Evaluation Report for FY25 \(Year 4\) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information \(PPI\)](#)

W:\External Affairs\Office of Civic Engagement\9. CRS\CRS\CRS\CRS\PPI\PPI Annual Evaluation Reports\2021 PPI\2021 PPI Year 4 (FY25)\2025-06-11_PPI FY25 (Year 4) Annual Report_Memo.docx

Santa Clara County Multi-Jurisdictional Program for Public Information 2021

FY25 Annual Evaluation Report

(Year 4: July 2024 to June 2025)



June 2025

Prepared by:

Santa Clara Valley Water District

and

Santa Clara County CRS communities

I. INTRODUCTION

The Community Rating System (CRS) is a voluntary program of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). The CRS program allows communities to earn flood insurance premium discounts for their residents and businesses by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements to reduce the risk of flooding.

In Santa Clara County, 11 (eleven) communities, including Santa Clara Valley Water District (Valley Water) have actively participated in the FEMA NFIP CRS for over 30 years.

The CRS participating communities (CRS communities) are City of Cupertino, City of Gilroy, City of Los Altos, City of Milpitas, City of Morgan Hill, City of Mountain View, City of Palo Alto, City of San Jose, City of Santa Clara, City of Sunnyvale, and the Santa Clara Valley Water District (Valley Water).

CRS communities, along with their external non-governmental stakeholders, non-CRS communities: *City of Saratoga, Town of Los Altos Hills, Town of Los Gatos, and the County of Santa Clara* who opted to join the 2021 Program for Public Information (PPI), comprised the 2021 PPI Committee. The original 2021 PPI Committee is listed in *Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee* of the 2021 PPI (*Attachment 1*). Since the development of the 2021 PPI, there may have been changes to the community's original 2021 PPI Committee members (*either the internal representatives to the organization and/or the external stakeholders*). Those member changes are noted on the meeting attendance sheets.

CRS-creditable PPIs can be single or multi-jurisdictional. For the 2021 PPI, FEMA requires that each CRS community provide at least two representatives to the regional PPI Committee to meet the credit requirement, with at least half of the representatives from outside the local government. Additionally, at least half of the representatives must attend all the meetings of the regional PPI Committee.

An essential benefit of the PPI Committee's work is close collaboration between local public agency staff who work on flood protection throughout Santa Clara County. Together, PPI Committee members continue strengthening their individual CRS programs and ensuring communities can evaluate their flood programs against a nationally recognized benchmark.

The 2021 PPI Committee, the remaining non-CRS communities (City of Saratoga, Town of Los Gatos, Town of Los Altos Hills, and the County of Santa Clara), and other interested parties make up the Santa Clara County CRS Users Group.

The Santa Clara County CRS Users Group collaborates to ensure floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss in Santa Clara County. Through the five-year PPI development and the annual reporting process, members of the SC County CRS Users Group learn from one another about local floodplain management activities, including flood protection and land use issues.

Under the CRS program, flood insurance premium rates are discounted to reward CRS communities' actions that meet the three goals of the CRS:

- (1) reduce flood damage to insurable property.
- (2) strengthen and support the insurance aspects of the NFIP; and
- (3) encourage a comprehensive approach to floodplain management.

Flood insurance premiums for CRS communities are reduced in 5% increments for every 500 CRS points earned. As of April 30, 2025, the total savings for Santa Clara County residents from CRS discounts is approximately \$1.9 million.

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Valley Water is the lead flood protection agency for Santa Clara County. Valley Water performs many flood preparedness outreach and stream stewardship/maintenance activities that can earn credit points for CRS communities. Since Valley Water is not a land-use agency, the points Valley Water earns as a “fictitious community” provide a foundation upon which the CRS communities can build. FEMA approved this unique arrangement with Valley Water in 1998.

The *CRS Coordinator’s Manual, 2013 Edition*, included the option to undertake a Program for Public Information (PPI), which standardizes our flood preparedness outreach messages and increases communities’ CRS points. Each participant of the PPI Committee brings unique perspectives and suggestions that enhance the PPI. Each community must adopt the PPI through a formal vote by the community’s governing body.

In 2013, Valley Water helped initiate and facilitated the effort to develop the first Multi-Jurisdictional PPI so that all Santa Clara County CRS communities could work together and benefit from this activity. Non-CRS communities were also invited to participate in the development of the PPI. This work effort resulted in the 2015 Multi-Jurisdiction PPI (2015 PPI).

On April 14, 2015, Valley Water’s Board adopted the 2015 PPI, which sunset in April 2020; the other CRS communities’ governing bodies adopted the 2015 PPI soon thereafter.

Under the CRS, a PPI must be updated every five years. Each subsequent year after adopting the PPI, the PPI Committee must submit an annual evaluation report to FEMA describing the PPI implementation for the prior fiscal year. The PPI Committee must evaluate whether the flood risk reduction messages in the PPI are still relevant and adjust the PPI, if needed. The annual evaluation report is shared with each CRS community’s governing body as an informational item.

As required for CRS credit, annual evaluation reports for FY16 (Year 1 of the 2015 PPI) through FY19 (Year 4 of the 2015 PPI) were prepared, sent to each CRS community’s governing body, and included in each community’s respective annual recertifications or as part of a community’s documentation for those that were cycled on any given year.

In FY20 (Year 5 of the 2015 PPI), the PPI Committee updated the expired 2015 PPI. The Insurance Services Office (ISO), FEMA’s CRS program management contractor, exempted the PPI Committee from submitting an annual evaluation report for FY20 (Year 5 of the 2015 PPI) as the committee focused on updating the document.

In February 2020, Valley Water hosted the start of the five-year PPI update process. Fifteen Santa Clara County communities worked together to update the 2015 PPI. These communities included the current 11 CRS communities as well as four non-CRS communities that expressed interest in joining the 2015 PPI and possibly the CRS program. Staff and external stakeholders from each agency participated in developing the new PPI.

In March 2020, the Coronavirus (COVID-19) outbreak started. The California State Emergency Services Act, the Governor’s Emergency Declaration related to the COVID-19 pandemic, the Governor’s Executive Order N-29-20, and Order of the County of Santa Clara Public Health Officer dated March 16, 2020, went into effect.

The COVID-19 pandemic caused far-reaching, unprecedented changes. Businesses and organizations faced economic and operational uncertainty across every industry and sector. The workforce impacts during COVID-19 caused delays beyond control, including the PPI Committee’s ability to continue its work of updating the 2015 PPI. Many communities shifted priorities to respond to the public health crisis; therefore, FEMA provided an extension of completing the update to the 2015 PPI to early 2021.

The 2021 PPI Committee reconvened in October 2020 to resume the 2015 PPI update. Several virtual meetings followed until the 2021 PPI Committee completed the 2021 PPI in April 2021. The 2021 PPI was adopted by CRS communities, as indicated in *Table 1. Adoption Dates 2021 PPI*.

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II. 2021 PPI DEVELOPMENT PROCESS

Valley Water, CRS, and non-CRS communities initiated the 2021 PPI process in February 2020. Discussions were postponed due to COVID-19; the process was reinitiated in October 2020. The Santa Clara County 2021 Multi-Jurisdictional Program for Public Information document was completed in April 2021 (refer to Section I. Introduction for COVID-19-related delays).

Virtual meetings were held between 2020 and 2021 to develop the 2021 PPI. FEMA's six priority topic messages and the three additional messages identified in the 2015 PPI carried forward into the 2021 PPI. The 2021 PPI Committee felt all nine topics and supporting messages were still relevant for reaching Santa Clara County residents and ensuring they were flood-ready.

The below listed is Table 3 in the 2021 PPI: CRS Priority Messages

| Topic Number | Topic message | Public Message (Select one message per topic) |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TOPIC #1 | Know your flood hazard | <ul style="list-style-type: none"> • Know your flood risk • Contact your floodplain manager to find out if your property is in a floodplain • Check if your home or business is in a Special Flood Hazard Area |
| TOPIC #2 | Insure your property for your flood hazard | <ul style="list-style-type: none"> • Get flood insurance ahead of time • Insure your property • There is a 30-day waiting period for the policy to take place |
| TOPIC #3 | Protect people from the flood hazard | <ul style="list-style-type: none"> • Put your 3-day emergency kit together • Follow evacuation orders • Learn the best route to high ground |
| TOPIC #4 | Protect your property from the flood hazard | <ul style="list-style-type: none"> • Protect your home from flood threats • Prepare your home • Sandbags can offer protection against a foot or less of floodwater • Get sandbags before a flood |
| TOPIC #5 | Build responsibly | <ul style="list-style-type: none"> • Build responsibly in floodplains • Comply with development requirements • Check with your city/county floodplain manager before you build |
| TOPIC #6 | Protect natural floodplain functions | <ul style="list-style-type: none"> • Keep creeks clean and flowing • Keep debris and trash out of our streams • Don't pollute, dump, or drain anything in creeks |
| Additional Outreach Topic Messages (only one message per topic) | | |
| TOPIC #7 | Develop an emergency plan | <ul style="list-style-type: none"> • Develop an emergency plan |
| TOPIC #8 | Download disaster apps | <ul style="list-style-type: none"> • Download disaster emergency apps |
| TOPIC #9 | Understand shallow flooding risks— don't drive through standing water | <ul style="list-style-type: none"> • Understand shallow flooding risks - don't drive through standing water |

The 2021 PPI Committee worked between the meetings to draft the 2021 PPI and review the extensive list of outreach and flood response projects (Attachment 2).

Based on the 2021 PPI Committee's evaluation of the 2015 PPI, the consensus was that most of the 2015 PPI flood risk reduction messages were still relevant, so only minor edits were incorporated as needed. This became the basis for the 2021 PPI; therefore, no additional FEMA review was required, as the 2015 PPI already ensured its provisions were fully compliant with FEMA requirements.

FEMA's ISO CRS Specialist and Technical Reviewers determine how many CRS points the 2021 PPI activities earn. The PPI Committee estimates that of the possible 350 points for Activity 330, each CRS community could earn up to 300+/- points for PPI efforts.

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Once Valley Water approved the 2021 PPI (5-Year Plan), the final document was provided to the 2021 PPI Committee to present to their governing bodies for adoption and implementation. *Table 1. Dates of 2021 PPI Adoption* shows each agency's 2021 PPI approval dates; all 11 CRS communities have adopted the 2021 PPI.

Table 1. Adoption Dates of the 2021 PPI

| Community | Date Presented | Adopted |
|-------------------------------------------------|----------------|--------------|
| Santa Clara Valley Water District | 4/27/21 | X |
| City of Cupertino | 8/17/21 | X |
| City of Gilroy | 7/01/21 | X |
| City of Los Altos | 7/13/21 | X |
| Town of Los Altos Hills (*non-CRS community) | Not required | Not required |
| Town of Los Gatos (*non-CRS community) | Not required | Not required |
| City of Milpitas | 5/18/21 | X |
| City of Morgan Hill | 6/16/21 | X |
| City of Mountain View | 6/22/21 | X |
| City of Palo Alto | 6/14/21 | X |
| City of San Jose | 11/16/21 | X |
| City of Santa Clara | 7/06/21 | X |
| County of Santa Clara (*non-CRS community) | Not required | Not required |
| City of Saratoga (*non-CRS community) | Not required | Not required |
| City of Sunnyvale | 6/29/21 | X |
| Total Approved | | 11 |

**Non-CRS communities are encouraged to participate in the ongoing efforts and initiatives of the Santa Clara County CRS Users Group and/or PPI Committee; however, those who opted to participate in the 2021 PPI are not required to adopt the PPI or share annual evaluation reports with their governing bodies.*

III. ANNUAL EVALUATION REPORTS

The 2021 PPI states that the 2021 PPI Committee will meet at least once yearly to evaluate the PPI and incorporate any needed revisions. This meeting is coordinated in conjunction with the ongoing CRS User's Group meetings, which occur at least twice a year.

The evaluation will cover the following:

- Review of projects that were completed.
- Evaluate progress toward outcomes.
- Provide recommendations on projects that have not been completed.
- Provide recommendations for new projects not previously identified.
- Address any Target Audience changes; and
- Assess the program's impact during an actual flood event if one has occurred.

The 2021 PPI Committee prepares the annual evaluation report for submission with each CRS community's annual CRS recertification package (or scheduled 5-year cycle visits). The annual evaluation report is then shared with each CRS community governing body as an informational item.

As required, annual evaluation reports for FY22 (Year 1 of the 2021 PPI) through FY25 (Year 4 of the 2021 PPI) were prepared, sent to each CRS community's governing body, and included in each community's respective annual recertifications or as part of a community's documentation for those that were cycled on any given year.

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Section V. 2024 Santa Clara County CRS Users Group/PPI Committee Meetings – Monitoring and Evaluating the 2021 PPI of this annual evaluation report summarizes the meetings held to develop the FY25 Annual Evaluation Report (Year 4 of the 2021 PPI).

Table 2 below shows how each community expects to share the FY25 Annual Evaluation Report with its governing body.

Table 2. How the 2021 PPI FY25 Annual Evaluation Report, Year 4 will be shared with the Community's Governing Body

| Community | Method for Sharing |
|------------------------------------------------------|--------------------------------------------|
| Santa Clara Valley Water District | Board Non-Agenda Item |
| City of Cupertino | Consent Item Council Agenda |
| City of Gilroy | Consent Calendar |
| City of Los Altos | Council Informational Staff Report |
| Town of Los Altos Hill (<i>*non-CRS community</i>) | Not required |
| Town of Los Gatos (<i>*non-CRS community</i>) | Not required |
| City of Milpitas | Memo to City Council |
| City of Morgan Hill | Council Consent Calendar |
| City of Mountain View | Council Weekly Update "Council Connection" |
| City of Palo Alto | Informational Staff Report |
| City of San Jose | Council Consent Calendar |
| City of Santa Clara | Council Consent Calendar |
| County of Santa Clara (<i>*non-CRS community</i>) | Not required |
| City of Saratoga (<i>*non-CRS community</i>) | Not required |
| City of Sunnyvale | City Manager's "Update Sunnyvale" |

**Non-CRS communities are not required to share annual evaluation reports with their governing bodies.*

IV. 2021 PPI ACCOMPLISHMENTS FOR FY25

The 2021 PPI Committee identified three efforts needed from each CRS community to prepare and finalize subsequent annual evaluation reports.

1. Governing bodies must adopt the 2021 PPI (*Table 1. Adoption dates of the 2021 PPI*). The 2021 PPI Committee must prepare an annual evaluation report and share it with its governing body as informational items (*Table 2. How the 2021 PPI Annual Evaluation Report for FY25, Year 4 will be shared with the Community's Governing Body*).
2. For each fiscal year (*July 1 - June 30*), the communities must implement and monitor the outreach/flood response projects identified in Appendix A, CRS Creditable Outreach and Flood Response Projects by CRS Community of the 2021 PPI (*Attachment 2*).
3. The PPI Committee must review and consider the 'New Initiatives' identified in the 2021 PPI (*page 66*) for advancing flood risk reduction efforts.

Governing Bodies Approval: All 11 CRS communities' governing bodies, including Valley Water, adopted the 2021 PPI. Each agency (Community) shows the approval dates in Table 1 noted above.

Tracking System: The 2021 PPI is multi-jurisdictional and includes 15 agencies (*11 CRS communities and four non-CRS communities*). Tracking implementation is quite complex compared to a single-agency PPI. As the informal lead agency, Valley Water oversees the record-keeping to ensure consistency throughout the county. An electronic file-sharing system, Egnyte, is set up with folders for each community to file and share documents related to the 109 potential outreach/flood response projects identified in the 2021 PPI and all CRS-related documentation. This also includes a comprehensive spreadsheet tracking which lists outreach projects accomplished in any given fiscal year by each community (*Attachment 2*). This spreadsheet, along with the

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annual evaluation report, will be submitted with annual CRS recertifications or as part of scheduled 5-year cycle visits.

ISO assigns credit for Valley Water outreach/flood response projects to all Santa Clara County CRS communities' ratings. Some communities also choose to carry out and report on their own outreach/flood response projects, in addition to those of Valley Water. These projects are shown on the composite spreadsheet (*Attachment 2 - Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY25 Project Accomplishments*) and include input from each agency.

The PPI Committee discussed the benefits of using the Egnyte shared filing system for tracking the 2021 PPI outreach/flood response projects and all CRS-related documentation. The PPI Committee also discussed ensuring each agency regularly uploads its CRS documentation. These benefits are:

- Information Share/Knowledge Transfer: CRS communities can view each other's program documentation. When a community improves its CRS rating, another community can access the documents submitted to determine how the CRS credited activities helped improve the score.
- Document Repository: A central location for CRS-related documentation, organized to mirror the CRS Coordinator's Manual (by community/activity/element), proves helpful when a community experiences staff turnover.
- Documentation Submittals: CRS documents are organized and easy to share with the CRS Specialists conducting cycle visits and/or annual recertification.

Summary of PPI Projects Accomplished in FY25

Attachment 2 of this annual evaluation report includes the complete outreach/flood response project list. It lists all projects proposed in the 2021 PPI, with a "Project Accomplishments" column noting actions taken during the fourth year, FY25 of the 2021 PPI.

| Audiences | Projects Accomplished |
|-----------------------------------------------------------------------------------------|-----------------------------------------------|
| Community at Large (CAL) | 81 potential projects, 64 accomplished |
| Residents and Businesses in the Special Flood Hazard Area (SFHA) | 18 potential projects, 16 accomplished |
| Messengers to Other Target Audiences (Organizations & Businesses Serving the Community) | 10 potential projects, 10 were accomplished |
| | *Total Accomplished Projects 90 of 109 |

** Note: All projects carried out by CRS communities were accomplished in FY25. Variance in the number of potential projects versus accomplished projects is due to no updates from non-CRS communities, which is not required for this annual evaluation report.*

These numbers go well beyond the minimum requirements of the CRS program for PPI credit under Activity 330; we anticipate all CRS communities will receive the maximum number of credits for our collective efforts in FY25.

Valley Water's Outreach/Flood Response Projects

The 2021 PPI Committee identified each community's outreach/flood response projects. The implementation of these projects is reflected in the 'FY25 (Year 4) of the 2021 PPI Project Accomplishments' column of Attachment 2.

FY25 Annual Flood Awareness Campaign

Valley Water's FY25 Flood Awareness Campaign (*Attachment 3 for more details*) effectively educated and engaged residents in Santa Clara County about the risks of flooding, emphasizing the importance of proactive preparation and access to vital safety resources. The campaign leveraged cutting-edge technologies like digital geo-targeting and multilingual outreach, blending traditional strategies with innovative solutions to connect with communities at risk of flooding.

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Goals:

1. **Awareness:** Educate FEMA-designated Special Flood Hazard Areas (SFHAs) residents and businesses about their flood risks and mitigation strategies.
2. **Preparedness:** Empower residents to take preventative actions, including knowing their flood risk, signing up for emergency alerts, and knowing where to find free sandbags.
3. **Access:** Provide multilingual resources and technologies to connect diverse communities with flood safety information, including the innovative Valley Water's Surface Water Data Portal. When extreme weather strikes, residents can know if their home is at risk of flooding by visiting alert.valleywater.org for the latest information on local creeks and reservoir water levels.

Refer to Attachment 3 for more details on Valley Water's FY25 flood awareness campaign.

CRS Community Outreach/Flood Response Projects

Other Community Engagement Efforts

October 2024 officially kicked off the flood season.

On November 13, 2024, staff participated in a flood preparedness press conference held at Valley Water's Winfield Sandbag Distribution site in San José. The press conference was a joint news event with the City of San José, the County of Santa Clara, and the National Weather Service. The event featured speakers from Valley Water and participating agencies, a sandbagging demonstration, and an emergency kit assembly table, which included flood readiness materials.



Valley Water Director Jim Beall and staff discuss ways to assemble an emergency kit at Valley Water's flood preparedness press conference in San José

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On December 7, 2024, the Organization for Latino Affairs (OLA), a Valley Water employee resource group, provided emergency starter kits at the Santa Visits Alviso Foundation event in San José. English and Spanish flood preparedness informational material and giveaways were provided to approximately 600 attendees.



In December, Valley Water hosted an informational table at the Santa Visits Alviso Foundation in San José.



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On February 12, 2025, Valley Water hosted the Standard Grants Program Open House event at Valley Water. A 'Get Flood Ready' information table was set up, and flood preparedness materials were shared with the participants. Vice Chair Santos welcomed the 41 prospective applicants with opening remarks. This in-person event featured workshops to help applicants navigate the grant process, opportunities to connect with grants staff, and networking with local organizations. The event received overwhelmingly positive reviews, with 100% of survey participants stating they were satisfied with the workshops and event.



In February 2025, Valley Water's Grant Program hosted the Standards Grant Open House event. The CRS Program team set up a flood preparedness informational table and distributed materials to attendees.

Emergency Preparedness Event

On February 1, 2025, CRS hosted a "Get Flood Ready" booth at The Links, Incorporated's "Emergency Preparedness: Safety Now, Peace Later" event at the African American Community Service Agency in San José. There were approximately 80 attendees.



In February 2025, Valley Water's CRS Program participated in the Links, Inc. Emergency Preparedness event.

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Valley Water Education Outreach Program

Valley Water's Education Outreach includes flood awareness messaging in year-round classroom lessons. A dedicated flood-focused lesson is offered from October through April. Valley Water's role as a flood protection agency is introduced in all lessons so that participants in Education Outreach programs know that flood protection is one of Valley Water's core objectives in Santa Clara County.

The following are the Education Outreach efforts from October 2024 - April 2025.

Flood-Focused Programs

Education Outreach offers two lessons, and one assembly focused on flood awareness and preparedness: The Three Little Pigs and the Bad Weather Wolf for transitional kindergarten through second grade and Watershed Maps for second and third grades. The Three Little Pigs and the Bad Weather Wolf is also offered as a school assembly.

The results of the Flood-Focused Programs delivered between October 2024 and April 2025 are as follows:

- 85 flood-focused programs
 - (pull data from "program frequency" tab: 3 Pigs lesson, 3 Pigs assembly, Watershed Maps Oct-Apr)
- 3,061 students
 - (pull data from "program frequency" tab: 3 Pigs lesson, 3 Pigs assembly, Watershed Maps Oct-Apr)
- 133 educators
 - (count based on 3 Pigs lesson, 3 Pigs assembly, watershed maps from across Oct-Apr monthly tabs)

Flood Awareness Messaging

In addition to Flood-Focused Programs, Education Outreach provided additional flood awareness messaging in general classroom presentations, assemblies, libraries, and public events.

The results of the general flood protection messaging between October 2024 and April 2025 are as follows:

- 232 programs with general flood protection messaging
 - (pull data from "program frequency" tab: all program types from Oct-Apr)
- 7,514 students messaging
 - (pull data from "report" tab: "students" tab Oct-Apr)
- 324 educators
 - (pull data from "report" tab: "teachers" tab Oct-Apr)
- 1,060 public youth in Santa Clara County
 - (pull data from "report" tab: "public youth" tab Oct-Apr)

Community Events and Engagement

Booth Support at Events

Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY25 (from September 2024 – May 2025), Valley Water and the communities' staff hosted 29 booths and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below:

- 1) Mountain View Art & Wine Festival – 9/7 – 9/8/24
- 2) Vovinam Viet Vo Dao 33rd Annual Moon Festival – 9/14/24
- 3) Rotary Club Silicon Valley Fall Festival – 9/14/24
- 4) City of Campbell State of the City – 9/18/24

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- 5) County Parks La Fuente Celebration, San Jose, CA – 9/21/24
- 6) Picnic by the Lake Multicultural Festival and Resource Fair, San Jose, CA – 9/28/24
- 7) Friends of Steven Creek Trail's Trailblazer Race – 9/29/24
- 8) Supervisor Lee's Day on the Bay, Alviso, CA – 10/5/24
- 9) City of Saratoga State of the City Address – 10/5/24
- 10) Santa Clara County Parks 2024 Fall Festival at Martial Cottle Park 10/5/24
- 11) Pumpkins in the Park, San Jose, CA – 10/12/24
- 12) South Asian Cultural Association of Sunnyvale's Diwali Festival – 10/26/24
- 13) Councilmember Candelas' Family Fall Festival – 10/26/24
- 14) ASCE Annual Student Scholarship – 11/14/24
- 15) Chopsticks Alley Tea Ceremony – 12/6/24
- 16) Santa Visits Alviso Foundation Drive – 12/7/24
- 17) VHF Swearing in Ceremony and Celebration for Betty Duong – 1/10/25
- 18) VAR Lunar New Year Festival 1/25 – 26/25
- 19) San Jose Chapter of the Links' Emergency Preparedness Workshop – 2/1/25
- 20) City of San Jose District 1 Black History Month Flag Raising – 2/7/25
- 21) CEEF & CUSD Run for Great Schools 5k and Fun Run – 3/29/25
- 22) AAUW 42nd Wildflower Run 3/30/25
- 23) Cupertino Earth & Arbor Day – 4/5/25
- 24) Mt. Pleasant Neighborhood Association Emergency Resource Fair – 4/5/25
- 25) San Jose Clean Energy's EV Ride & Drive + EcoHome Expo – 4/12/25
- 26) Evergreen Valley College EVC Community Day – 4/26/25
- 27) Morgan Hill Community Earth Day Festival – 4/26/25
- 28) Berryessa Art Festival – 5/10/25
- 29) Morgan Hill Mushroom Festival – 5/24 – 5/25/25

Speakers Bureau Program

In FY25 (from June 2024 through June 2025), [Valley Water's 'Let's Talk Water Speakers Bureau Program'](#) reached the 11 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events.

Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY25 presentations that included flood preparedness information are listed below.

- 1) July 20, 2024 – Cottle to Lean Neighborhood Association, San Jose
- 2) August 19, 2024 – Rotary Club of Milpitas
- 3) August 20, 2024 – Civic Club of San Jose
- 4) August 22, 2024 – Mountain View Senior Center
- 5) October 9, 2024 – Cupertino Library
- 6) October 19, 2024 – Los Altos Rotary
- 7) February 19, 2025 – Cupertino Rotary
- 8) February 28, 2025 – Valley Water's Water Works Program (via Zoom)
- 9) March 3, 2025 – Leadership Morgan Hill
- 10) March 27, 2025 – Santa Teresa Catholic Church, San Jose
- 11) April 23, 2025 – Willow Glenn Lions Club, San Jose

V. 2025 SANTA CLARA COUNTY CRS USERS GROUP/PPI COMMITTEE MEETINGS – MONITORING AND EVALUATING THE 2021 PPI

The FY25 Santa Clara County CRS Users Group/PPI Committee meetings were held on March 26, 2025, and May 14, 2025. Attendance by CRS communities was high. Staff from some non-CRS communities, external stakeholders, and other interested parties were also in attendance. Agendas, meeting notes, and attendance sheets for each meeting are included (*Attachments 4-8*).

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As required by CRS, the objective of the March and May 2025 meetings was to monitor the implementation of the 2021 PPI, determine if the desired outcomes were achieved, and discuss whether any changes to the 2021 PPI were needed to complete this annual evaluation report. The PPI Committee agreed that the 2021 PPI messaging and projects would remain the same for the duration of the 2021 PPI, which sunsets in 2026.

VI. MESSAGING – Other Initiatives

The multi-jurisdictional PPI Committee identified several possible opportunities in the 2021 PPI to expand on existing initiatives and may consider initiating newer ones as follows:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills yearly, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood-prone areas.
4. Expand on outreach to 'hot spots'/flood-prone areas by hosting on-site or virtual public events.
5. Expand the reach to local homeowners' associations (HOA)s and apartment associations (*i.e.*, *Executive Council of Homeowners [ECHO]*).
6. Expand the reach to residents in historically underserved and low-income communities through partnerships with organizations that serve these communities (*i.e.*, *Second Harvest Food Bank and others*).
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a region-wide Flood Response Preparations (FRP) messaging plan.

The messages the PPI Committee originally chose are still relevant to Santa Clara County. The committee will continue to increase its efforts to encourage people to prepare personal/family emergency plans and be flood-ready for the duration of the 2021 PPI. The PPI Committee will also continue coordinating efforts with Valley Water's Education Outreach Program to promote flood preparedness in local schools.

The PPI Committee recommends continuing to use social media for messaging for the duration of the 2021 PPI. Mobile usage among individuals has increased exponentially over the years, and online platforms are rapidly adjusting to mobile-friendly standards. This provides an excellent opportunity to modernize campaign ad efforts by utilizing social media and digital advertising to increase exposure and reach more residents in Santa Clara County. Furthermore, these modern advertising methods allow for specialized demographic targeting to reach a narrow and defined audience, improving the ability to reach vulnerable populations effectively.

In support of our preparedness messaging, the PPI Committee continues to promote the importance of having family emergency plans and kits ready before an emergency/flood event occurs.

The PPI Committee continues to promote the American Red Cross All-Hazard App, which monitors alerts for severe weather, including floods, and the Floodsmart.gov and Ready.gov websites. The communities will distribute American Red Cross Emergency Contact Cards at events throughout the county.

VII. CONCLUSION

Overall, the CRS Users Group/PPI Committee successfully implemented the 2021 PPI in FY25. The 2021 PPI allowed PPI Committee members to mutually decide which flood risk reduction messages are most appropriate for our residents and identify how to deliver these messages effectively. Participating in the 2021 PPI aims to enhance the effectiveness of the flood risk messages to residents, reduce flood risks within Santa Clara County, and earn valuable CRS credit points when identified outreach projects are implemented.

The CRS Users Group/PPI Committee will continue its outreach efforts through FY26. The 2021 PPI will sunset in FY26.

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Attachments for submission to Valley Water Board, City Councils/Managers, and FEMA as part of 2024/25 Annual Recertification/5-year Verification Package, as required:

1. Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee
2. Appendix A from 2021 SC County Multi-Jurisdictional PPI noting FY25 Outreach Project Accomplishments
3. Valley Water's FY25 Flood Awareness Campaign
4. March 26, 2025, Santa Clara County CRS Users Group Meeting Agenda
5. March 26, 2025, Santa Clara County CRS Users Group Meeting Attendance Sheet
6. March 26, 2025, Santa Clara County CRS Users Group Meeting Notes
7. May 14, 2025, Santa Clara County CRS Users Group Meeting Agenda
8. May 14, 2025, Santa Clara County CRS Users Group Meeting Attendance Sheet
9. May 14, 2025, Santa Clara County CRS Users Group Meeting Notes

Table 1. Original Members of the Santa Clara County Multi-Jurisdictional 2021 PPI Committee

| Community | Local Government Representative and Alternates | External Stakeholders |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| County of Santa Clara | Chris Freitas , Sr. Civil Engineer Neville R. Pereira , PE, Development Services Manager, Department of Planning and Development, Floodplain Manager | Marsha Hovey , CADRE Board Chair |
| Cupertino | Chad Mosley , Assistant Public Works Director/City Engineer, Public Works Department, Floodplain Manager Jennifer Chu , Senior Civil Engineer Public Works Department | Jim Oberhofer , Emergency Coordinator Cupertino ARES/RACES |
| Gilroy | Gary Heap , City Engineer Public Works Department Jorge Duran , Senior Civil Engineer, Floodplain Manager Public Works Department | Merna Leal , City of Gilroy resident |
| Los Altos | Steven Golden , Senior Planner, Floodplain Manager Andrea Trese , Associate Civil Engineer | Christopher Wilson , Operations Manager, Los Altos Suburban District, California Water Company |
| Los Altos Hill | Carl Cahill , City Manager, Floodplain Manager Nichol Bowersox , Public Works Director/ City Engineer Christine Hoffmann , Assistant Engineer (DPW) | Phil Witt , General Manager Purissima Hills Water District |
| Los Gatos | WooJae Kim , P.E, Town Engineer Parks and Public Works, Floodplain Manager | Annamaria Swardenski , Swardenski Consulting |
| Milpitas | Steven Erickson , City Engineer/Engineering Director, Floodplain Manager Kan Xu , Principal Civil Engineer, Engineering Land Development Section Brian Petrovic , Associate Civil Engineer Engineering Land Development Section Elizabeth Koo , Administrative Analyst, Engineering Land Development Section | Warren Wettenstein , Chairman of the Economic Development & Trade Commission and President of the Milpitas Chamber |
| Morgan Hill | Maria Angeles , Senior Civil Engineer, Floodplain Manager, CFM Charlie Ha , Supervising Civil Engineer Engineering & Utilities Department | Swanee Edwards , City of Morgan Hill resident |
| Mountain View | Renee Gunn , Senior Civil Engineer, Public Works Department Gabrielle Abdon , Assistant Engineer, CFM | Kevin Conant , PG&E |
| Palo Alto | Rajeev Hada , Project Engineer, CFM Public Works Department, Engineering Services Division, Floodplain Manager | Dan Melick , CERT Volunteer City of Palo Alto resident |
| San Jose | Arlene Lew , Principal Engineering Technician Vivian Tom , Senior Transportation Specialist Department of Public Works Development Services Division | Shari Carlet , City of San Jose resident, certified Floodplain Manager |
| Santa Clara | Evelyn Liang , Senior Civil Engineer Falguni Amin , Principal Engineer Public Works – Engineering | Kevin Moore , Retired City Council member |
| Saratoga | David Dorcich , PE, QSP/D, Associate Civil Engineer, Community Development Department, Floodplain Manager | Rebecca Gallardo , Real Estate Agent for Intero, a Berkshire Hathaway Affiliate, servicing all areas of the Bay Area |
| Sunnyvale | Tamara Davis , Senior Management Analyst | Jeff Holzman , Director, Real Estate District Development Google Agnes Veith , City of Sunnyvale resident |
| Valley Water | Trisha Howard , Program Administrator Paola Giles , Public Information Representative III Sherilyn Tran , Office of Civic Engagement Unit Manager | Nikki Rowe , American Red Cross |

Note: Since the development of the 2021 PPI there may have been changes to a community's 2021 PPI Committee members (*either the local government representatives and/or the external stakeholders*). Those member changes are noted on the meeting attendance sheets.

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 CRS Creditable Outreach and Flood Response Projects by CRS Community
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| Audience | ¹ Message | Outcome | Project(s) Proposed to Support the Messages <small>(XX denotes Community acronym, and Outreach Project #)</small> | Assignment | ² Schedule ³ Stakeholder | FY 2025 (Year 4 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY | | | | | | |
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| Community At Large (CAL) <i>Multilingual Communities</i> <i>Groups with Special Evacuation Needs</i> <i>New Residents, Visitors and Tourists</i> | Topic 1: Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area | Educate our community on flood protection and preparedness measures | (VW OP #01) Multi-language Countywide Mailer (CWM) to every postal address in Santa Clara County (Topics 1-5 and 7, 8) | Valley Water Communications | Each late October or November | All Santa Clara County CRS Communities | Effective the FY25 flood season (starting in October 2024), Valley Water no longer produces a Countywide Mailer (CWM) that promotes flood messaging. On 1/14/25, during Valley Water’s CRS 5-year cycle visit, we informed our ISO CRS Specialist, Marlene Jacobs, of this change. We explained that in place of the CWM, Valley Water now sends out the following two additional targeted mailers to residents and businesses in the FEMA-designated Special Flood Hazard Area (SFHA). Hard and soft copies are provided to all Santa Clara County cities and the county. Flood Tips Postcard includes all 9 PPI Topic Messages: https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/VW-Flood%20Postcard-Vertical-bleed-CMYK-Outlined-Final.pdf Flood Trifold includes 5 PPI Topic Messages: https://online.flipbuilder.com/tkap/vbsr/ All Santa Clara County communities support and promote Valley Water’s outreach projects. | | | | | |
| | Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place | | | | | | | | | | | |
| | Topic 3: Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground | | | | | | | | | | | |
| | Topic 4: Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood | | | | | | | | | | | |
| | Topic 5: Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build | | | | | | | (VW OP #02) Distributes a soft copy of our Flood Safety Tips brochure for all SCC CRS communities’ use (print hard copies to distribute at events and/or post of flood preparedness webpages) (Topics 1-9) | Valley Water Communications | Annually, November/December | All Santa Clara County CRS Communities | In January 2025, Valley Water mailed out the trifold guide titled “You Live in a Flood Zone: Beware, Be Ready, Be Flood Safe.” This multilingual resource outlines actions residents can take to protect their lives and property before, during, and after a flood. Additionally, it includes a QR code that directs readers to valleywater.org/floodready for more tips and tools on flood preparedness. Link to Trifold |
| | Topic 6: Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don’t pollute, dump, or drain anything in creeks | | | | | | | | | | | |
| | Topic 7: Develop a Family Emergency Plan Message 7A: Develop an emergency plan | | | | | | | | | | | |

¹ **Message Topics: Outreach Projects (OP):** Topic 1 – Know your flood hazard; Topic 2 – Insure your property for your flood hazard; Topic 3 – Protect people from the flood hazard; Topic 4 – Protect your property from the hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions; Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster Apps; Topic 9 – Understand shallow flooding risks – “Don’t drive through standing water.”
Flood Response Preparations (FRP): What to Do Before, During and After a Flood/Storm

² Each May, all deliverables need to be reported to Valley Water for tracking purposes.

³ A **stakeholder** can be any agency, organization, or person (other than the community itself) that supports the message. Stakeholders can be: an insurance company that publishes a brochures on flood insurance, even if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for example, a FEMA brochure is used as an informational material; schools that implement outreach activities; a local newspaper; a neighborhood or civic association that sponsors and hosts a presentation by a community employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a Risk Map meeting.

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| | <p>Topic 8: Download disaster Apps Message 8A - Download disaster emergency apps</p> <p>Topic 9: Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®."</p> | | | | | | <p>available for download to all partnering agencies, including CRS communities. It featured digital and social media banners and animations highlighting key calls to action: know your risk, sign up for emergency alerts, and find sandbags. Additionally, the toolkit included multilingual graphics showcasing essential tips and provided an option to request co-branded bill inserts and postcards.</p> <p>The toolkit includes the following items which contained messages for all nine flood awareness tips (PPI CRS message topics) for all Santa Clara County communities to use:</p> <ul style="list-style-type: none"> ● Be Flood Safe ● Know your flood risk ● Sign up for emergency alerts ● Get free sandbags ● Flood zone cards and banners ● Multilingual Flood Ready tips <p>Cupertino distributes copies of Valley Water's Flood Safety Tips at various fairs/events (i.e., Earth Day Festival) and provides additional copies for the public on display at City Hall. Cupertino also has a direct link to Valley Water's annual mailer and Flood Ready webpage on the City's "Floodplain Management" webpage.</p> <p>Los Altos distributes brochures available at City Hall, library, and community center. They are also distributed at community events (emergency training, wine stroll, etc.).</p> <p>Morgan Hill hosted 'National Night Out' on August 6, 2024. Flood preparedness information (<i>red 'Get Flood Ready' tote bags which includes an emergency supply list</i>) was distributed. Valley Water's flood safety brochures were also available at City Hall.</p> <p>Mountain View promotes and distributes Valley Water's Flood Safety Tips and emergency kits at fairs (i.e., Earth Day Celebration, Community Summer Kick-Off Event). Valley Water's flood safety brochures are available at city hall.</p> <p>Palo Alto promotes and distributes Valley Water's Flood Safety Tip and emergency kits at fairs (i.e.,</p> |

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| | | | | | | | Earth Day Festival) and provides as an informational item on Utility Inserts sent every year. Valley Water's flood safety brochures are available at city hall. |
| | | | (CUP OP #03) Flood notice in the local newsletter, "The Cupertino Scene" (Topics 1-9) | City of Cupertino | Each October or November issue | N/A | The City of Santa Clara has hard copy brochures available at city hall and central library. They are distributed at the yearly art & wine festivals as well. |
| | | | (LA OP #04) Two (2) newspapers ads, in the Los Altos Town Crier (Topics 1-5) | City of Los Altos | Each fall | N/A | All Santa Clara County communities support and promote Valley Water's outreach projects. |
| | | | (LAH OP #05) The town's "Our Town" quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website (Topics TBD during cycle visit) | Town of Los Altos Hills | Each fall | N/A | Cupertino changed the frequency of the local newsletter from monthly to quarterly. Therefore, the annual flood preparation article was published in the September 2024 issue of "The Cupertino Scene". |
| | | | (LAH OP #06) The town distributes various flood preparedness and safety materials at events, including Valley Water's annual floodplain mailer and promotional items (e.g., emergency starter kits, Get Flood Ready Emergency Supply Checklist tote bags, etc.), FEMA flood insurance information, ReadySCC, and American Red Cross Flood apps, AlertSCC, sandbag guidelines, flood protection project-specific notices, FEMA NFIP materials, and preparedness activity/coloring books, etc.) to the public | Town of Los Altos Hills | Annually, spring and late summer | N/A | Los Altos published two newspaper ads titled "Assess Your Flood Risk and Flood Insurance Availability" on 10/16/24 and on 10/23/24 in the Los Altos Town Crier. |
| | | | (MIL OP #07) "Flood Public Advisory" brochure to the community at large (Topics 1-6) | City of Milpitas | Each December to January | N/A | Town of Los Altos Hills: No update available - non-CRS participating community. |
| | | | (MH OP #08) Sends a citywide "Flood Report" brochure (Topics 1-9) | City of Morgan Hill | Annually, close to or during the start of the rainy season | N/A | Town of Los Altos Hills: No update available - non-CRS participating community. |
| | | | | | | | Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2025, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese). |
| | | | | | | | The City of Morgan Hill mailed out citywide the "2025 Flood Report" in April 2025. |

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| | | | (MV OP #09) Sends "The View" citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9) | City of Mountain View | Fall newsletter edition | N/A | Mountain View sent out "The View" for Fall/Winter 2024 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9) |
| | | | (MV OP #10) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9) | City of Mountain View | Between July - September | N/A | Mountain View sent out Valley Water's Get Flood Ready flier as a utility billing insert to every City utility customer in Winter 2024/2025. |
| | | | (PA OP #11) Sends the "Are You Ready for Winter Storms?" flier (aka utilities insert) to all residents and businesses in the City, along with their utility bills (Topics 1-9) | City of Palo Alto | Each Fall | N/A | Palo Alto sent "Are You Ready for Winter Storms?" fliers to all residents and businesses along with their utility bills in September 2024. The social media ad campaign (i.e. Facebook, Instagram, Nextdoor) was also included in the utility bills that went out in September 2024. |
| | | | (PA OP #12) Sends out utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard" (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>) | City of Palo Alto | Each March/April | N/A | Palo Alto sent a utility announcement as an informational announcement on utility bills went out in December 2024. Effective FY23, the City's Public Works Department shifted from the March/April time frame of this announcement, to December each year. |
| | | | (PA OP #13) The city distributes various flood preparedness and safety documents, including FEMA NFIP materials for public/policyholders | City of Palo Alto | Year Round | N/A | Palo Alto distributed flood preparedness documents, including the emergency starters kit, during Earth Day Event on 4/27/25 and MSC Open House on 7/27/2024 and also makes informational materials available in our HQ lobby. |
| | | | (SC OP #14) Mails out a citywide newsletter for residents and businesses called "Inside Santa Clara" (Topics 1-9) | City of Santa Clara | Each fall | N/A | Santa Clara: The latest Inside Santa Clara issue was sent out in the biannual newsletter, with the flood information provided in the Fall/Winter 2024 Edition |
| | | Educate our community on flood protection and preparedness measures Increase in 'hits' on Valley Water and communities Flood Protection Resources webpage <i>These website projects are credited under Activity 350 – Flood Protection Information, element c). Flood protection website (WEB), not credited under Activity 330</i> <i>Note: To receive any WEB credit, the community's website must meet the following criteria:</i> | (VW OP #15) Flood Ready webpage: Flood & Safety, Flood Protection Resources, includes floodplain and countywide mailers https://www.valleywater.org/bfloodready | Valley Water | Year Round | All Santa Clara County CRS Communities | Valley Water continues to maintain/update our Flood Ready landing page to ensure content is relevant and current and that there are no broken links. At the March and May 2025 CRS Users Group/PPI Committee Meetings, CRS communities were reminded to review/update their respective flood protection resources landing pages. At the 5/14/25 CRS Users Group/PPI Committee Meeting (<i>agenda item 4</i>), there was discussion regarding Valley Water's webpage redesign, including updates to our Flood Ready landing page. Megan Azralon (Valley Water, Public Information Representative) provided an update on the Valley Water website redesign, highlighting upcoming |

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| | | <p><i>The community must check the website's links at least monthly, and fix those that are no longer accurate. At least annually, the community must review the content to ensure that it is still current and pertinent</i></p> | | | | | <p>improvements to make flood and emergency information easier to find. She shared a preview of the new homepage layout. Key features include a reorganized menu, customizable highlight sections, quick links, an interactive map for sandbag locations and flood alerts, and integration of campaign visuals. The updated design will improve accessibility and user experience, with full language translation support. Feedback on layout and content is welcome.</p> <p>Our Flood Ready landing page includes all mailers resulting from the FY25 Flood Awareness Campaign. www.valleywater.org/FloodReady</p> <p>Cupertino's "Floodplain Management" webpage has a link that redirects to Valley Water's Flood Ready landing page.</p> <p>Gilroy's "Flood Management" and "Emergency Preparedness" web pages link to Valley Water's Flood ready landing page.</p> <p>Los Altos' "Floodplain Management Information" web page links to Valley Water's Flood Ready web page.</p> <p>Morgan Hill's "Floodplain Management" landing page redirects to Valley Water's Flood Ready landing page.</p> <p>Mountain View's "Flood Protection and Insurance Information" webpage links to Valley Water's Flood Ready web page.</p> <p>Palo Alto's "Flood Information and Winter Storm Preparedness" webpage redirects to Valley Water's Flood Ready landing page.</p> <p>City of Santa Clara's "Flood Protection Information" web page redirected to Valley Water's Flood Ready page.</p> <p>All Santa Clara County communities flood protection resource landing pages redirect to Valley Water's Flood Ready landing page.</p> |

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| | | | (ALL OP #16) All communities' website flood protection resources webpage includes language that contains the three additional PPI priority messages noted below: 7. Develop an emergency plan 8. Download disaster apps 9. Understand shallow flooding risks— don't drive through standing water <i>(Above-noted numbering are listed in order of the 2021 PPI).</i> | All Santa Clara County Communities | Year Round | N/A | Valley Water's flood protection resources landing page includes the top 6 CRS priority topic messages, as well as the 3 additional messages identified in the 2021 PPI (page 45). Reminders to verify that the required language/links were on all community's websites were discussed at both the 3/26/24 and 5/29/24 CRS Users Group/PPI Meetings. Cupertino's "Floodplain Management" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Gilroy's "Emergency Preparedness" webpage redirects to Valley Water's Flood Ready landing page, '9 Essential Tips to Get Flood Ready.' Our Emergency Preparedness page also includes topics 7, 8, and 9. Morgan Hill's "Flood Information, Floodplain Management" webpage currently includes a link to the "2025 Flood Report" that includes the CRS 9 topics. Mountain View's "Flood Protection and Insurance Information" webpage has a link to Valley Water's annual mailer which includes the CRS 9 topics. Palo Alto's utility insert includes all three additional PPI priority messages, and the Flood Information and Winter Storm Preparedness website has a link to the utility insert which shows the three additional PPI. City of Santa Clara's "Flood Protection Information" web page includes resources for preparedness. |
| | | | (SCC OP #17) Hosts a "Storm and Flood Information and Resources" webpage available for all residents in the county, includes re-directing to www.floodsmart.gov https://www.sccgov.org/sites/opa/Pages/storm.aspx | Santa Clara County Office of Public Affairs | Year Round | N/A | Santa Clara County: No update available - non-CRS participating community |
| | | | (SCC OP #18) Hosts a "Flood Safety Information" webpage, includes re-directing to www.valleywater.org/floodready https://cpd.sccgov.org/flood-safety-information | Santa Clara County Consumer Protection Division | Year Round | N/A | Santa Clara County: No update available - non-CRS participating community |
| | | | (SCC OP #19) Hosts a "Be a Prepared Community Member" webpage that includes emergency preparedness information | Santa Clara County Office of Emergency Management | Year Round | N/A | Santa Clara County: No update available - non-CRS participating community |

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| | | | https://emergencymanagement.sccgov.org/be-prepared-community-member | | | | |
| | | | (SCC OP #20) Hosts a “People with Access and Functional Needs (AFN)” webpage https://emergencymanagement.sccgov.org/people-access-and-functional-needs-afn | Santa Clara County Office of Emergency Management | Year Round | N/A | Santa Clara County: No update available - non-CRS participating community |
| | | | (CUP OP#21) Hosts a “Citizen Preparedness” webpage that includes emergency preparedness information, includes re-directing to Valley Water’s www.valleywater.org/floodready webpage https://www.cupertino.org/residents/community-services-programs/emergency-services/citizen-preparedness | City of Cupertino Office of Emergency Services | Year Round | N/A | Cupertino has archived the “Citizen Preparedness” webpage and created a new “Floodplain Management” webpage: https://www.cupertino.gov/Your-City/Departments/Public-Works/Permitting-Development-Services/Floodplain-Management |
| | | | (GIL OP #22) The city hosts an “Emergency Preparedness” webpage Emergency Preparedness Gilroy, CA - Official Website (cityofgilroy.org) (listed in Appendix B) | City of Gilroy Fire Department | Year Round | N/A | Gilroy continues to maintain an “Emergency Preparedness” webpage, including a link that redirects to Valley Water’s Flood Ready landing page, the National Weather Service webpage, Ready.gov, FloodSmart.gov, and the City’s Flood Management webpage. The Emergency Preparedness webpage is reviewed once a month and updated as needed. |
| | | | (LA OP #23) The city’s Public Works Department hosts a ‘Flood Zone Information’ webpage on its website (listed in Appendix B) https://www.losaltosca.gov/publicworks/page/flood-zone-information | City of Los Altos Public Works Department | Year Round | N/A | Los Altos’ webpage is updated as needed. The webpage URL is: https://www.losaltosca.gov/publicworks/page/floodplain-management-information |
| | | | (LAH OP #24) The town hosts a “Flood Information” webpage on the town’s website. This webpage includes information on the PPI nine topics, including a supporting message. The webpage redirects to the following key resource websites: www.valleywater.org/floodready , www.floodsmart.org , www.ready.gov , and www.weather.gov | Town of Los Altos Hills | Year Round | N/A | Town of Los Altos Hills: No update available - non-CRS participating community |
| | | | (LG OP #25) The town’s website encourages residents and businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov | Town of Los Gatos | Year Round | N/A | Town of Los Gatos: No update available - non-CRS participating community |

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| | | | <p>(MIL OP #26) The city's website has a "Flood Information" webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov, www.Ready.gov, and USGS webpages</p> <p>The city's website also has a "Important Flood Hazard Information" webpage that contains information on several of the PPI message topics; the webpage also redirects to Valley Water, FEMA, NOAA, www.floodsmart.gov (listed in Appendix B) https://www.ci.milpitas.ca.gov/milpitas/departments/engineering/flood-information/</p> | City of Milpitas Engineering Department | Year Round | N/A | <p>Milpitas: On-going.</p> <p>Link: https://www.milpitas.gov/280/Flood-Information</p> |
| | | | <p>(MH OP #27) The city's website has a "Flood Information, Floodplain Management" webpage that contains city's flooding information which redirects to their Floodplain Management page and includes a link to the city's latest annual "Flood Report." The webpage redirects Valley Water's flood ready webpage and also contains FEMA flood information http://www.morgan-hill.ca.gov/747/Flood-Information Floodplain Management City of Morgan Hill, CA - Official Website</p> | City of Morgan Hill Engineering Land Development | Year Round | N/A | <p>Morgan Hill's "Flood Information, Floodplain Management" webpage includes a link to the "2025 Flood Report" brochure which was mailed out citywide in April 2025.</p> |
| | | | <p>(MH OP #28) The city's website has an "Emergency Preparedness" webpage (listed in Appendix B) http://www.morgan-hill.ca.gov/133/Emergency-Preparedness</p> | City of Morgan Hill Police Department | Year Round | N/A | <p>Morgan Hill continues to maintain its "Emergency Preparedness" landing page.</p> <p>The Emergency Preparedness landing page promotes "Do 1 Thing", a 12-month program with a goal of assisting the community to be better prepared for emergencies and disasters. This information was also included in the "Weekly 411" on 1/10/2025, 2/14/2025, 2/21/2025, 2/28/2025, and 3/7/2025.</p> |
| | | | <p>(MV OP #29) Hosts a "Flood Protection and Insurance Information" webpage on its website (listed in Appendix B) www.mountainview.gov/depts/pw/flood_protection.asp</p> | City of Mountain View Public Works Department | Year Round | N/A | <p>City of Mountain View's "Flood Protection and Insurance Information" web page includes resources for preparedness and links to Valley Water's Floodplain Mailer.</p> |
| | | | <p>(PA OP #30) Hosts a "Floodplain Management" webpage (listed in Appendix B) https://www.cityofpaloalto.org/gov/depts/pwd/stormwater/floodzones.asp</p> | City of Palo Alto Public Works Department | Year Round | N/A | <p>Palo Alto continues to host the "Floodplain Management" webpage that has all relevant information regarding flood plain management topics.</p> |
| | | | <p>(PA OP #31) Hosts a "Flood Safety Tips" webpage www.cityofpaloalto.org/storms; flood safe 11-16.cdr (cityofpaloalto.org)</p> | City of Palo Alto Public Works Department | Year Round | N/A | <p>Palo Alto continues to host the "Flood Information and Winter Storm Preparedness Webpage" which has</p> |

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| Audience | ¹ Message | Outcome | Project(s) Proposed to Support the Messages (XX denotes Community acronym, and Outreach Project #) | Assignment | ² Schedule | ³ Stakeholder | FY 2025 (Year 4 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY |
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| | | | | | | | links to the "Flood Safety Tips" flier under 'Before the Storm Additional Information.' |
| | | | (PA OP #32) Hosts a 'Creek Monitor' webpage (listed in Appendix B) https://www.cityofpaloalto.org/gov/depts/pwd/creek_monitor/default.asp | City of Palo Alto Public Works Department | Year Round | N/A | Palo Alto continues to host the real time creek monitor webpage that warns residents of imminent danger of flooding. |
| | | | (PA OP #33) Hosts a "Flood Information and Winter Storm Preparedness" web page which contains useful information for flood readiness (listed in Appendix B) https://www.cityofpaloalto.org/services/public_safety/flood_information_winter_storms/default.asp | City of Palo Alto Office of Emergency Services | Year Round | N/A | Palo Alto continues to host the "Flood Information and Winter Storm preparedness" website has useful information on flood preparedness for before storm, during storm and after storm. |
| | | | (SJ OP #34) The city's webpages includes a "Flood Hazard Zones" webpage which includes information of flood preparedness https://www.sanjoseca.gov/your-government/departments/public-works/development-services/floodplain-management | City of San Jose Public Works, Development Services | Year Round | N/A | San Jose: Website includes flood zone and flood smart information. Updated link: https://www.sanjoseca.gov/your-government/departments-offices/public-works/development-services/flood-hazard-zone |
| | | | (SC OP #35) The city's "Flood Protection Information" webpage contains valuable information on flood related topics https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/flood-protection (also listed in Appendix B) | City of Santa Clara | Year Round | N/A | Santa Clara: Website is updated and maintains flood topic information |
| | | | (SAR OP #36) The city's website encourages residents/businesses to purchase flood insurance and redirects visitors to www.floodsmart.gov | City of Saratoga | Year Round | N/A | Saratoga: No update available - non-CRS participating community |
| | | | (SAR OP #37) The city has a "Staying Safe, Winter Storms" webpage. They have also linked the city's Winter Storms webpage to Valley Water's Flood Ready webpage https://www.saratoga.ca.us/218/Winter-Storms | City of Saratoga | Year Round | N/A | Saratoga: No update available - non-CRS participating community |
| | | | (SUN OP #38) The city has a "Flood Protection" webpage Sunnyvale, CA - Flood Protection (listed in Appendix B) | City of Sunnyvale | Year Round | N/A | Sunnyvale: The City continues to maintain its flood protection website. |

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| | <p>Topics 1-9 and supporting messages</p> <p>Flood Awareness Media Campaign, including social media</p> | <p>Educate our community on flood protection and preparedness measures</p> | <p>(VW OP #39) Conducts a flood awareness media campaign, reaching the community at large, including our multilingual community. Many of the Santa Clara County CRS Communities recognize Valley Water's Flood Awareness Campaign and link it on their community's flood information web page and redirect to Valley Water's Flood Ready webpage (Topics 1-9)</p> <p><i>Campaign features social media videos and postings on various platforms (i.e., Facebook, Twitter, Instagram, Nextdoor, etc.), digital banners, newspaper advertorials, radio ads, billboards, utility bill inserts for communities to use, communities redirect to ValleyWater.org/FloodReady and television/mobile ads targeting residents who live in flood-prone areas and multilingual ethnic communities</i></p> | <p>Valley Water Communications</p> | <p>Annually, for the duration of the rainy season, typically from November to April</p> | <p>All Santa Clara County CRS Communities</p> | <p>Valley Water's FY25 Flood Awareness Campaign centered around the theme, "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe." The outreach utilized digital geo-targeting technologies to effectively reach businesses and residents within the flood zone. The primary goals of the campaign were to raise awareness about flood risks, encourage residents to sign up for emergency alerts, and inform them on how to obtain sandbags. Additionally, the campaign highlighted our Surface Water Data Portal, where residents can access the latest information regarding local creek and reservoir levels.</p> <p>To enhance Valley Water's community outreach efforts, an educational paid advertising campaign was implemented. Polling results from the previous winter campaign informed this advertising initiative, allowing us to better understand our target audiences and their levels of awareness.</p> <p>The Flood Awareness Campaign ran for six months, from October 2024 to March 2025, at a total cost of \$389,340. This campaign combined outdoor and digital geo-targeted advertising, supplemented by three direct multilingual mailings sent to approximately 49,555 homes and businesses located in or near high-risk flood areas, as designated by the FEMA Special Flood Hazard Area (SFHA).</p> <p>See Attachment 3 of the FY25 Annual Evaluation Report for flood awareness campaign and post campaign survey details.</p> <p>Los Altos included an insert provided by Valley Water to all residents and businesses via a refuse collection bill insert in November 2022 (non-residential) and January 2023 (residential).</p> <p>Morgan Hill's flood preparedness outreach efforts for FY25 are listed below:</p> <ul style="list-style-type: none"> • August 6, 2024 - Hosted 'National Night Out.' Flood preparedness information (<i>red 'Get Flood Ready' tote bags which include an emergency supply list</i>) and emergency starter kits were distributed to the public. • October 18, 2024 - Announced California Flood Preparedness Week (October 19 to 26, 2024) and included links to City and |
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| | | | | | | | <p>State flood preparedness information in its Weekly 411.</p> <ul style="list-style-type: none"> • November 29, 2024 - Included link to Valley Water and Flood-Ready information in its Weekly 411. • December 20, 2024 - Included AlertSCC link in its Weekly 411. • January 2025, February 2025, and March 2025 - Included in its Weekly 411 a reminder about the City's "Ready Together" Emergency Preparedness Series that was presented to the public by the City's Office of Emergency Services Coordinator and was held at Morgan Hill Library. • April 26, 2025 - Hosted Community Earth Day Festival. Flood preparedness information (<i>red 'Get Flood Ready' tote bags which include an emergency supply list</i>), emergency starter kits, and first aid kits were distributed to the public. A copy of the 2025 Flood Report was also posted for public information. • May 2, 2025 - Included a link to the 2025 Flood Report in its Weekly 411. <p>All Santa Clara County communities support and promote Valley Water's outreach projects.</p> |

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| | | | (VW OP #40) As part of the flood awareness campaign, a 'Get Flood Ready, Social Media and Web Resources Guide' is provided to all cities/county in Santa Clara County for their use as part of their outreach efforts | Valley Water | Upon the completion of the annual FPM | All Santa Clara County CRS Communities | <p>In mid-October 2024, Valley Water released the 'Be Flood Safe' Social Media Toolkit for the 2024-2025 Flood Awareness Outreach Partner (https://conta.cc/3AwdoXS). This toolkit was made available for download to all partnering agencies, including CRS communities. It featured digital and social media banners and animations highlighting key calls to action: know your risk, sign up for emergency alerts, and find sandbags. Additionally, the toolkit included multilingual graphics showcasing essential tips and provided an option to request co-branded bill inserts and postcards.</p> <p>See Attachment 3 of the FY25 Annual Evaluation Report for flood awareness campaign and post campaign survey details.</p> <p>Los Altos has included links to the flood awareness campaign web resources in electronic newsletters during the 2022/2023 flood season and on the city's website.</p> <p>Morgan Hill's Public Information utilizes Valley Water's Get Flood Ready social media and resources as they deem applicable on any given period.</p> <p>Mountain View's "Flood Protection and Insurance Information" webpage has links to Valley Water's Get Flood Ready webpage.</p> <p>Palo Alto has Valley Water's Flood Awareness Campaign linked on the City's Flood Information and Winter Storm Preparedness website.</p> <p>Santa Clara has Valley Water's Flood Awareness Campaign linked on the City's Public Works, Engineering, Flood Protection Information landing page on their website.</p> <p>All Santa Clara County communities flood protection resource landing pages redirect to Valley Water's Flood Ready landing page.</p> |
| | | | (SCC OP #41) Shares Valley Water's digital social media resource links during the flood season. The "Floods Follow Fires. Are you Ready?" and "Got Sandbags" messages redirect to Valley Water's website. Messages are used on social media, short | Santa Clara County Office of Emergency Management | Year Round | N/A | Santa Clara County: No update available - non-CRS participating community |

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| | | | form newsletter, short form email, web, and Nextdoor | | | | |
| | | | (CUP OP #42) Recognizes the robust social media campaign led by Valley Water and has linked the city's main flood preparation webpage to Valley Water's Flood Ready webpage | City of Cupertino | Year Round | N/A | Cupertino continues to maintain the "Floodplain Management" webpage, including a link that redirects to Valley Water's Flood Ready webpage. |
| | | | (GIL OP #43) The city recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage | City of Gilroy | Year Round | N/A | Gilroy: The "Emergency Preparedness" and Public Works "Flood Management" webpage both link to Valley Water's Flood Ready webpage. |
| | | | (LAH OP #44) The town recognizes Valley Water's Flood Awareness Campaign and has linked the town's main flood webpage to Valley Water's Flood Ready webpage | Town of Los Altos Hills | Year Round | N/A | Town of Los Altos Hills: No update available - non-CRS participating community |
| | | | (LG OP #45) Recognizes Valley Water's Flood Awareness Campaign and has linked the Town's main flood webpage to Valley Water's Flood Ready webpage | Town of Los Gatos | Year Round | N/A | Town of Los Gatos: No update available - non-CRS participating community |
| | | | (MV OP #46) The city does a social media notification about storm preparation for winter storms ahead of time. The notification directs residents to their "Flood Protection and Insurance Information" webpage. The city has also linked the city's webpage to Valley Water's Flood Ready webpage | City of Mountain View | Year Round | N/A | Mountain View shared several social media posts before, during and after the major rain events during the winter. Posts included information on preparation, forecasts for rain events and real time updates on current flooding. |
| | | | (SC FRP #47) City publishes social media posts, on Facebook, Twitter, and other platforms, focused on safety. The city has prepared a pre-flood plan (FRP) for public information projects that will be implemented before, during, and after a storm/flood, as well as identifying who is responsible for posting these messages, what type of events they apply to, what social media platforms to post to and how often | City of Santa Clara Office of Emergency Services | During the storm season | N/A | Santa Clara: Information was posted on social media for flood awareness week led by City Streets Division. |
| | | | (SJ OP #48) Recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage. Keeps Valley Water's floodplain mailer static location at City Hall for residents to pick-up and is also distributed at various events throughout the year | City of San Jose | Year Round | N/A | San Jose places Valley Water's FPM at City Hall and their website redirects to Valley Water's Flood Ready webpage. The City recognizes and supports Valley Water's Flood Awareness Campaign. |
| | | | (SAR OP #49) Recognizes Valley Water's Flood Awareness Campaign and has linked the city's main flood webpage to Valley Water's Flood Ready webpage | City of Saratoga | Year Round | N/A | Saratoga: No update available - non-CRS participating community |

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| | | | (SAR OP #50) The city does a social media notification about storm preparation for winter storms ahead of time | City of Saratoga | Year Round | N/A | Saratoga: No update available - non-CRS participating community | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | (SUN OP #51) The city actively posts flood safety and preparedness messaging through social media platforms (i.e., Facebook and Twitter) | City of Sunnyvale Environmental Services | During the rainy season (October – March) | N/A | Sunnyvale: City staff posted information to Facebook regarding keeping the storm drain clear to prevent clogging. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Topics 1-9 and supporting messages Community Events – Distribute flood preparedness materials to the community | Educate our community on flood protection and preparedness measures Increase in ‘hits’ on Valley Water and cities Flood Protection Resources pages and improve Valley Water’s Flood Campaign results Residents less stress during emergencies and better prepared before a flood event | (VW OP #52) Copies of Valley Water’s multilanguage floodplain mailer is made available to all Santa Clara County CRS Communities to disseminate at various events, including keeping the mailer static in lobby areas for visitors to pick-up. Valley Water attends various communities’ events/fairs throughout the county and disseminates flood readiness materials, including various FEMA flood-related publications and Valley Water flood ready materials (Topics 1– 9) | Valley Water | Annually, September - May | All Santa Clara County CRS Communities | <p>The below table reflects the quantities requested/sent by/to the agencies. Copies of Valley Water’s FPM were delivered in early January 2025.</p> <table border="1"> <thead> <tr> <th>Community</th> <th>Floodplain Mailer</th> </tr> </thead> <tbody> <tr><td>City of Cambell</td><td>25</td></tr> <tr><td>City of Cupertino</td><td>50</td></tr> <tr><td>City of Gilroy</td><td>25</td></tr> <tr><td>City of Los Altos</td><td>50</td></tr> <tr><td>Town of Los Altos Hills</td><td>25</td></tr> <tr><td>Town of Los Gatos</td><td>25</td></tr> <tr><td>City of Milpitas</td><td>50</td></tr> <tr><td>City of Monte Sereno</td><td>25</td></tr> <tr><td>City of Morgan Hill</td><td>150</td></tr> <tr><td>City of Mountain View</td><td>25</td></tr> <tr><td>City of Palo Alto</td><td>100</td></tr> <tr><td>City of San Jose</td><td>50</td></tr> <tr><td>City of Santa Clara</td><td>25</td></tr> <tr><td>County of Santa Clara</td><td>25</td></tr> <tr><td>City of Saratoga</td><td>25</td></tr> <tr><td>City of Sunnyvale</td><td>25</td></tr> <tr><td>Valley Water CRS Program</td><td>150</td></tr> </tbody> </table> <p>The FPM is posted on our website https://online.flipbuilder.com/tkap/fbzo/</p> <p>Cupertino distributes copies of Valley Water’s Floodplain Mailer at various fairs/events and provides additional copies for the public on display at City Hall.</p> <p>Los Altos distributes copies of the Valley Water’s Floodplain Mailer and postcards at City Hall and Community Center buildings.</p> <p>Mountain View distributes copies of Valley Water’s Floodplain Mailer and postcards at City Hall and during tabling events such as Earth Day.</p> <p>Palo Alto distributes Valley Water’s multi-language floodplain mailer during fairs during Earth Day event and Palo Alto’s Open House every year.</p> <p>Santa Clara: Fliers and additional information are currently at city hall and public library.</p> | Community | Floodplain Mailer | City of Cambell | 25 | City of Cupertino | 50 | City of Gilroy | 25 | City of Los Altos | 50 | Town of Los Altos Hills | 25 | Town of Los Gatos | 25 | City of Milpitas | 50 | City of Monte Sereno | 25 | City of Morgan Hill | 150 | City of Mountain View | 25 | City of Palo Alto | 100 | City of San Jose | 50 | City of Santa Clara | 25 | County of Santa Clara | 25 | City of Saratoga | 25 | City of Sunnyvale | 25 | Valley Water CRS Program | 150 |
| Community | Floodplain Mailer | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Cambell | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Cupertino | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Gilroy | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Los Altos | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Town of Los Altos Hills | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Town of Los Gatos | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Milpitas | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Monte Sereno | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Morgan Hill | 150 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Mountain View | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Palo Alto | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of San Jose | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Clara | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County of Santa Clara | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Saratoga | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sunnyvale | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Valley Water CRS Program | 150 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | | | | | | All Santa Clara County communities support and promote Valley Water's outreach projects. |
| | | | (CUP OP #53) Distributes flood readiness outreach materials at various events/ facilities | City of Cupertino | Year Round, as needed | N/A | Cupertino distributes copies of Valley Water's Floodplain Mailer and other promotional items provided by Valley Water at various fairs/events and provides additional copies of the mailer for the public on display at City Hall. |
| | | | (GIL OP #54) Participates in two fair/events: Gilroy Garlic Festival (GF) and city's Public Works Week Community Open House (PWWCOH) | City of Gilroy | End of July (GF) Typically, in May (PWWCOH) | N/A | Gilroy: There was no Garlic Festival (<i>due to the shooting at this festival in July 2019, the City has postponed this event indefinitely</i>), so no materials were distributed at this event. However, on August, 2024, the City hosted National Night Out where flood readiness materials were distributed. Materials were also distributed during the PWWCOH on May 22, 2025. |
| | | | (LAH OP #55) Hosts two events - Earth Day (ED) and the Town Picnic (TP) | Town of Los Altos Hills | Annually, Spring (ED) and late Summer (TP) | N/A | Town of Los Altos Hills: No update available - non-CRS participating community |
| | | | (MIL OP #56) Distributes FEMA flood-related publications at various events | City of Milpitas | Year Round | N/A | Milpitas: Ongoing. Distributed flood ready kits and information on "Earth Day" which was on April 12, 2025. |
| | | | (MV OP #57) The city participates Mountain View Art & Wine Festival (MVA&WF) and Thursday Night Live (TNL) and distributes flood preparedness information | City of Mountain View | Each September (MVA&WF) Months of June/July (TNL) | Valley Water | Mountain View attends various events such as Earth Day and Public Works Week and distributes flood readiness fliers and handouts during these events. |
| | | | (PA OP #58) Staff hosts a flood readiness table at city's annual Earth Day (ED) event and at the city Municipal Corporation Open House (MCOH). Upon request, the city also participates in other fairs and promotes flood readiness, including Creekwise mailer/brochure | City of Palo Alto | Each April (ED) and July (MCOH) | Can vary depending on requests made to City to support fairs | Palo Alto hosted a flood readiness table at the Earth Day Event on 4/27/25 and hosted a table at the City Municipal Corporation Open House on 7/27/24(FY25). |
| | | | (SJ OP #59) Staff hosts and participates in the 'Building Permits and Home Safety Open House.' The city's also hosts 'Pumpkins in the Park' event which Valley Water staff participates in and promotes flood preparedness | City of San Jose | Each May and October | Valley Water | San Jose hosts the annual Building and Home Safety Open House. This year's open house was held on 5/22/25. The City also hosted "Pumpkins in the Park" on 10/12/24. Valley Water hosted an information booth and distributed flood preparedness information on flood safety and emergency preparedness materials, including Valley Water's annual floodplain mailer. |

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| | | | (SC OP #60) City hosts a flood readiness table at the Art & Wine Festival. Valley Water also sponsors a table at the festival promoting flood preparedness and distributes various flood readiness materials to the community | City of Santa Clara | Each September | N/A | Santa Clara: Flood readiness table was set-up at Arts & Wine Festival September 2024. Flood promotional packets and fliers provided by Valley Water were distributed to visitors. |
| | <p>Topic 3: Protect people from the flood hazard</p> <p>Message 3A - Put your 3-day emergency kit together</p> <p>Message 3B - Follow evacuation orders</p> <p>Message 3C - Learn the best route to high ground</p> | <p>Less damage due to the floods; improve sandbag distribution</p> <p>Fewer accidents and rescues</p> | (SUN OP #61) City has permanent "Road May Flood" street signs in areas of the City prone to flooding and promotes the "Flood Zone Look Up" featured on the city's website | City of Sunnyvale | Year Round | N/A | Sunnyvale: Ongoing. City staff still promote the use of the "Flood Zone Lookup." |
| | <p>Topic 9: Understand shallow flooding risks – don't drive through standing water</p> <p>Message 9A - Understand shallow flooding risks - don't drive through standing water</p> <p>FEMA's message: "Turn Around Don't Drown®."</p> | | | | | | |
| | <p>Topic 4: Protect your property from the flood hazard</p> <p>Message 4A - Protect your property from the flood hazard</p> <p>Message 4B - Prepare your home</p> <p>Message 4C - Sandbags can offer protection against a foot or less of floodwater</p> <p>Message 4E - Get sandbags before a flood</p> | <p>Increase in inquiries on retrofitting measures. Decrease the number of repairs and elevations without permits. Increase number of repairs with permits</p> <p>Ensure people who are interested in protecting their property from flooding are getting the help they need</p> | (CUP OP #62) The city offers Flood Protection Assistance, Property Protection Advice. Staff provides in-person flood risk consultation at the front counter and/or site visits when requested | City of Cupertino | Year Round | N/A | Cupertino: Ongoing. The City maintains a log of FEMA-related requests. |
| | <p>Topic 5: Build responsibility</p> <p>Message 5A - Build responsibly in floodplains</p> <p>Message 5B - Comply with development requirements</p> <p>Message 5C - Check with your local floodplain manager before you build</p> | <p>Keep families safe</p> | (MIL OP # 63) The city offers Flood Protection Assistance, Property Protection Advice and provides in-person flood risk consultation at the front counter | City of Milpitas | Year Round | N/A | Milpitas: Ongoing. City maintains logs of FEMA-related requests. |
| | <p>Topic 6: Protect natural floodplain functions</p> <p>Message 6A - Keep creeks clean and flowing</p> <p>Message 6B - Keep debris and trash out of our streams</p> <p>Message 6C - Don't pollute, dump, or drain anything in creeks</p> | <p>Cleaner streams and fewer dumping violations</p> <p>Fewer debris blockages during high-flow events</p> <p>Drainage inspectors report fewer calls and a decrease in the amount of trash removed</p> | (SC OP #64) The city offers Flood Protection Assistance, Property Protection Advice | City of Santa Clara | Year Round | N/A | Santa Clara: On-going per requests to the city |
| | | | (VW OP #65) "Do Not Dump"/illegal dumping message is sent each year to all Santa Clara County residents in Valley Water's CWM and FPM | Valley Water Communications | Each late October or November (CWM) | All Santa Clara County CRS Communities | <p>Valley Water's FY25 FPM included the 'Do Not Dump/Illegal to Dump' (<i>Topic 7 - Keep creeks clean and flowing, page 5</i>) messaging. Additionally, Valley Water's website 'Get Flood Ready Essential Tips' landing page contains 'Keep debris and trash out of our streams,' and the, dump, or drain anything in creeks' under the 'Flood Safety Advice: Before a Flood' section., and our 'Report Creek Blockages and local street flooding' promotes the do not dump/illegal dumping message.</p> <p>https://www.valleywater.org/flooding-safety/flood-ready</p> <p>https://www.valleywater.org/flooding-safety/flood-ready/flood-safety-advice</p> <p>https://www.valleywater.org/flooding-safety/flood-ready/report-creek-blockages-local-flooding</p> <p>Valley Water hosted Coastal Cleanup Day (CCD) on</p> |

Appendix A
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| Audience | ¹ Message | Outcome | Project(s) Proposed to Support the Messages <small>(XX denotes Community acronym, and Outreach Project #)</small> | Assignment | ² Schedule | ³ Stakeholder | FY 2025 (Year 4 of the 2021 PPI) Outreach Projects Accomplishments INPUT HERE ONLY |
|----------|----------------------|---------|----------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | | | | | <p>September 21, 2024 (Preliminary <i>Results</i>: 45 sites; 930 Volunteers; 55.052 distance cleaned (miles); 27,838.76 weight of trash collected (rounded up to the nearest pound); 4,876.05 weight of recyclables collected (rounded up to the nearest pound); and</p> <p>National River Cleanup Day (NRCDD) on May 17, 2025 2025 National River Cleanup Day. (Preliminary <i>Results</i>: 17,499 pounds of trash; 778 volunteers; 43 cleanup sites; 70 miles cleaned, 2,200 Volunteer hours).</p> <p>https://cleanacreek.org/past-results-2/</p> <p>Several Santa Clara communities participate in these clean-up events.</p> <p>Cupertino’s “Floodplain Management” webpage has a link to Valley Water’s Floodplain Mailer. The City also includes the “Do Not Dump” messaging in The Cupertino Scene’s annual flood preparedness article.</p> <p>Morgan Hill includes this message in their annual Flood Report. The 2025 Flood Report is posted on the City’s “Floodplain Management” landing page.</p> <p>Mountain View’s “Flood Protection and Insurance Information” webpage has a link to Valley Water’s Floodplain Mailer and notes who to call in the city to report illegal dumping.</p> <p>Palo Alto has Valley Water’s CWM and FPM linked on the City’s Flood Information and Winter Storm Preparedness website.</p> <p>All Santa Clara County communities support and promote Valley Water’s outreach projects.</p> |
| | | | (VW OP #66) “Do Not Dump” signs placed by waterways/channels | Valley Water O&M | Year Round | N/A | <p>Valley Water’s Operations & Maintenance continues its practice of placing ‘Do Not Dump’ signs on waterways/ channels.</p> |
| | | | (VW OP #67) Lists Pollution Hotline number in all Project Notices | Valley Water Communications | Year Round | N/A | <p>Valley Water’s website includes the pollution hotline number:</p> <p>https://www.valleywater.org/flooding-safety/flood-ready</p> |

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| | | | (SCC OP #68) Storm Drain Stenciling/Medallion Program | Santa Clara County | Year Round | All Santa Clara County CRS Communities | https://www.valleywater.org/flooding-safety/flood-ready/report-creek-blockages-local-flooding All Santa Clara County communities support and promote Valley Water’s outreach projects. Mountain View installs Stenciling/Medallion on all catch basins and inlets in the public right of way. Palo Alto installs Storm Drain Stenciling/Medallion on all public right of way catch basin and inlets. City of Santa Clara: Medallion installed on public catch basins/inlets. Santa Clara County: No update available - non-CRS participating community. |
| | | | (SUN OP #69) The city’s “Horizon” newsletter, includes Do Not Dump messaging | City of Sunnyvale | Annually, fall | N/A | Sunnyvale: The City still produces the Horizon newsletter and includes a “Do Not Dump” message. It was published in fall 2024. |
| | | | (ALL OP #70) Developments that are modifying or constructing new catch basins/storm drains/inlets are required, per the below-noted permits, to stencil the “No Dumping! Flows to Bay.” In addition, some of these cities require all bid documents for capital projects which are modifying or constructing new catch basins, and require the contractors to install the same stencil. The program is also highlighted on cities’ websites. <ul style="list-style-type: none"> ▪ South County municipalities are subject to the statewide “Phase II” NPDES Permit ▪ North County municipalities are subject to the SF Bay Municipal Regional Stormwater NPDES Permit | All | Year Round | N/A | Valley Water mark’s each inlet with a “No Dumping! Flows to Bay” message on Valley Water properties. Cupertino requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Gilroy requires all new storm inlets and catch basins to include a stencil or medallion with no dumping, flows to creek/waterway language for development projects. Morgan Hill requires all storm drain inlets and catch basins within the project area of development applications to be stenciled with prohibitive language (such as: “NO DUMPING – DRAINS TO CREEK”) and/or graphical icons to discourage illegal dumping. Mountain View requires all storm drain inlets to include a medallion with “NO DUMPING - FLOWS TO CREEK/BAY” for development projects. Palo Alto requires all storm drain inlets to include a medallion with “NO DUMPING-FLOWS TO CREEK/BAY” for development projects. City of Santa Clara provides and installs “No Dumping Flows to Bay” medallions near each catch basin for |

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| | | | | | | | any new storm drain inlets constructed as part of a project per the City specifications. |
| | | | (CUP OP #71) The city's annual flood notice in the local newsletter, 'The Cupertino Scene,' contains dumping is illegal messaging and how to report | City of Cupertino | Annually, October - November | N/A | Cupertino includes the "Do Not Dump" messaging in The Cupertino Scene's annual flood preparedness article. |
| | | | (CUP OP #72) Participates in clean-up events: the annual National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program | City of Cupertino | Each May (NRCD) and September (CCD) | Volunteers Valley Water Stream Stewardship | Cupertino participated in Coastal Clean-Up Day on 9/21/24 and National River Clean-Up Day on 5/17/25. The City no longer participates in Valley Water's Adopt-a-Creek Program. |
| | | | (LAH OP #73) The town participates in annual clean-up events: National River Clean-up Day (each May) and Coastal Clean-up Day (each September) and coordinates volunteers. They coordinate with Valley Water on both these clean-up efforts. The town also participates in Valley Water's Adopt-a-Creek Program | Town of Los Altos Hills | Each May (NRCD) and September (CCD) | Volunteers Valley Water Stream Stewardship | Town of Los Altos Hills: No update available - non-CRS participating community. |
| | | | (MIL OP #74) "Flood Public Advisory" brochure contains dumping is illegal messaging and how to report | City of Milpitas | Annually from December to January | N/A | Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2025, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese). |
| | | | (MIL OP #75) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. The city also participates in Valley Water's Adopt-a-Creek Program | City of Milpitas | Each May (NRCD) and September (CCD) | Volunteers Valley Water Stream Stewardship | Milpitas: CCD was held on September 21, 2024. NRCD was held on May 17, 2025. |
| | | | (MH OP #76) "Flood Report" contains message on keeping debris and trash out of streams – Do Not Dump messaging | City of Morgan Hill | Annually, close to or during the start of the rainy season | N/A | Morgan Hill's "2025 Flood Report" brochure contains the message "It's illegal to dump debris and trash into our creeks." |
| | | | (PA OP #77) "Are You Ready for Winter Storms?" utilities insert contains the Do Not Dump and report illegal dumping messages | City of Palo Alto | Each fall | N/A | Palo Alto includes Do Not Dump and Report Illegal Messages on City's utility insert that was sent out in September 2024. |
| | | | (PA OP #78) Utility bill insert includes a 'Utility Announcement on Flood Safety Tips,' including Protect natural floodplains - keep rain gutters and drainage channels free of debris | City of Palo Alto | Annually, March-April | N/A | Palo Alto includes Protect Natural Floodplains-keep rain gutters and creeks free of debris messages on flood safety tips sent as Utility Announcement and the flier sent as an attachment on utility bills every year. |

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| | | | (PA OP #79) Participates in annual clean-up events: National River Clean-up Day (NRCD) and Coastal Clean-Up Day (CCD). They coordinate with Valley Water on both these clean-up efforts. Additionally, the city participates in Valley Water’s Adopt-a-Creek Program | City of Palo Alto | Each May (NRCD) and September (CCD) | Volunteers Valley Water Stream Stewardship | Palo Alto participates every year during National River Clean-up Day on Matadero and Adobe Creek. Palo Alto also participates in the multi-jurisdictional effort on creek clean-up of San Francisquito Creek. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | (PA OP #80) Clean-ups of trash booms located in Matadero Creek and Adobe Creek are done annually on an as-needed basis. The city also assesses its hot spots and cleans up the local drainage system on an ongoing basis and part of its operations and maintenance | City of Palo Alto | Annually, as needed | N/A | Palo Alto City staff continue clean-ups of trash booms on Matadero Creek and Adobe Creek, assess hot spots and clean ups on an ongoing basis on the entire City’s storm drain network system. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | (SUN OP #81) “Horizon” newsletter includes a “Know How to Be FloodSafe” article that promotes the Do Not Dump message | City of Sunnyvale | Each October, Fall Edition | N/A | Sunnyvale: The City still includes a “flood Safe” message in the fall Horizon. It was published in fall 2024. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Residents and Businesses in the Special Flood Hazard Area (SFHA) <i>– Low Lying Areas, Along Rivers and Creeks</i> <i>– Coastal Communities at Risk for Sea Level Rise/Tsunamis</i> <i>– Repetitive Loss (RL) Areas</i> | <p><u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area</p> <p><u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place</p> <p><u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground</p> <p><u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood</p> <p><u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build</p> <p><u>Topic 6:</u> Protect natural floodplain functions Message 6A -Keep creeks clean and flowing</p> | <p>Residents/businesses in the SFHA are aware they’re in the SFHA and prepare before floods</p> <p>Increase in number of flood insurance policies in the SFHAs and RLAs in the county in general</p> <p>Prospective buyers understand flood risks</p> <p>Increase number of elevation certificates on file, and structures repaired with permits; decrease the number of repetitive loss increase homes</p> <p>Increase in the number of flood insurance policies with contents coverage</p> | (VW OP #82) Multi-language floodplain mailer (FPM) to all residents and businesses within the SFHA in Santa Clara County (Topics 1– 9) | Valley Water | Each November/December | All | <p>Valley Water’s Annual Floodplain Mailer (FPM) was distributed in December 2024. This multi-language mailer, available in English, Spanish, Chinese, and Vietnamese, is titled "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe." Link to Floodplain Mailer</p> <p>The FPM included QR codes, a magnet featuring essential flood safety websites, a detachable emergency phone list, and a centerfold that highlighted our Surface Water Data Portal. One of the QR codes directs residents to a site where they can access the latest information about local creek and reservoir water levels: https://alert.valleywater.org/?p=map.</p> <p>Hard copies of the FPM’s (<i>quantities noted below, as requested by the communities</i>), postcards (in November 2024) and trifold (in mid-January 2025) were also mailed to each city/County in and the FPM was mailed in early January 2025 for their use, including posting in their lobby or designated area(s)</p> <table border="1" data-bbox="2380 1467 2874 1735"> <thead> <tr> <th>Community</th> <th>FPM</th> <th>Postcard / Trifold</th> </tr> </thead> <tbody> <tr><td>City of Campbell</td><td>25</td><td>25/25</td></tr> <tr><td>City of Cupertino</td><td>50</td><td>50/20</td></tr> <tr><td>City of Gilroy</td><td>25</td><td>25/25</td></tr> <tr><td>City of Los Altos</td><td>50</td><td>100 / 20</td></tr> <tr><td>Town of Los Altos Hills</td><td>25</td><td>150 /20</td></tr> <tr><td>Town of Los Gatos</td><td>25</td><td>25/20</td></tr> <tr><td>City of Milpitas</td><td>50</td><td>25/20</td></tr> <tr><td>City of Monte Sereno</td><td>25</td><td>25/25</td></tr> <tr><td>City of Morgan Hill</td><td>150</td><td>50/50</td></tr> <tr><td>City of Mountain View</td><td>25</td><td>25/20</td></tr> <tr><td>City of Palo Alto</td><td>100</td><td>25/20</td></tr> </tbody> </table> | Community | FPM | Postcard / Trifold | City of Campbell | 25 | 25/25 | City of Cupertino | 50 | 50/20 | City of Gilroy | 25 | 25/25 | City of Los Altos | 50 | 100 / 20 | Town of Los Altos Hills | 25 | 150 /20 | Town of Los Gatos | 25 | 25/20 | City of Milpitas | 50 | 25/20 | City of Monte Sereno | 25 | 25/25 | City of Morgan Hill | 150 | 50/50 | City of Mountain View | 25 | 25/20 | City of Palo Alto | 100 | 25/20 |
| Community | FPM | Postcard / Trifold | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Campbell | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Cupertino | 50 | 50/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Gilroy | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Los Altos | 50 | 100 / 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Town of Los Altos Hills | 25 | 150 /20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Town of Los Gatos | 25 | 25/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Milpitas | 50 | 25/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Monte Sereno | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Morgan Hill | 150 | 50/50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Mountain View | 25 | 25/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Palo Alto | 100 | 25/20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks <u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan <u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps <u>Topic 9:</u> Understand shallow flooding risks – don't drive through standing water Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®." | | | | | | <table border="1"> <tr><td>City of San Jose</td><td>50</td><td>25/25</td></tr> <tr><td>City of Santa Clara</td><td>25</td><td>25/25</td></tr> <tr><td>County of Santa Clara</td><td>25</td><td>25/25</td></tr> <tr><td>City of Saratoga</td><td>25</td><td>25/25</td></tr> <tr><td>City of Sunnyvale</td><td>25</td><td>25/20</td></tr> <tr><td>VW CRS Program</td><td>150</td><td>300/50</td></tr> </table> <p>The FPM, postcards, and trifold are all posted on Valley Water's website 'Flood Ready' landing page: https://www.valleywater.org/flooding-safety/flood-ready</p> <p>Valley Water's FPM was distributed throughout the county at various events during the flood season, and we kept copies in our HQ lobby area.</p> <p>The City of Los Altos posted Valley Water's FPM on our flood protection website and we kept copies in the city hall lobby.</p> <p>The City of Cupertino posted Valley Water's FPM on our flood protection website and we kept copies in the City Hall lobby.</p> <p>All Santa Clara County communities support and promote Valley Water's outreach projects.</p> | City of San Jose | 50 | 25/25 | City of Santa Clara | 25 | 25/25 | County of Santa Clara | 25 | 25/25 | City of Saratoga | 25 | 25/25 | City of Sunnyvale | 25 | 25/20 | VW CRS Program | 150 | 300/50 |
| City of San Jose | 50 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | |
| City of Santa Clara | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | |
| County of Santa Clara | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | |
| City of Saratoga | 25 | 25/25 | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sunnyvale | 25 | 25/20 | | | | | | | | | | | | | | | | | | | | | | | |
| VW CRS Program | 150 | 300/50 | | | | | | | | | | | | | | | | | | | | | | | |
| | | | (CUP OP #83) Flood notice in the local newsletter, The Cupertino Scene, which reaches residents and businesses in the SFHA (Topics 1-9) | City of Cupertino | Each October or November issue | N/A | Cupertino published the annual flood preparation article in the September 2024 issue of "The Cupertino Scene". | | | | | | | | | | | | | | | | | | |
| | | | (LA OP #84) Letter, along with a "Are You Prepared for a Flood in Your Neighborhood?" brochure to property owners in the SFHA (Topics 1-8) | City of Los Altos | Annually, each fall | N/A | Los Altos mailed letters to all SFHA property owners in October 2024. | | | | | | | | | | | | | | | | | | |
| | | | (LAH OP #85) The town's "Our Town" quarterly newsletter includes information on flood preparedness. The newsletter is mailed out town-wide and is also available online on the town's website (Topics TBD during cycle visit) | Town of Los Altos Hills | Each fall | N/A | Town of Los Altos Hills: No update available - non-CRS participating community. | | | | | | | | | | | | | | | | | | |
| | | | (MIL OP #86) "Flood Public Advisory" brochure to residents and businesses within SFHA (Topics 1-6) | City of Milpitas | Each December or January | N/A | Milpitas: Utility bill inserts was sent to every address in Milpitas in May 2025, and will be sent out within the fiscal year going forward. This was sent out in four languages (English, Vietnamese, Spanish, and Chinese). | | | | | | | | | | | | | | | | | | |
| | | | (MH OP #87) Sends a citywide "Flood Report" brochure, including to those in the SFHA (Topics 1-9) | City of Morgan Hill | Annually, close to or during the start of the rainy season | N/A | Morgan Hill's "2025 Flood Report" brochure was mailed out citywide in April 2025. | | | | | | | | | | | | | | | | | | |

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| | | | (MV OP #88) Sends "The View" citywide newsletter, Winter version, includes information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9) | City of Mountain View | Fall newsletter edition | N/A | Mountain View sent out "The View" for Fall/Winter 2024 with information on flood risk, flood safety, and the importance of buying flood insurance (Topics 1-9) |
| | | | (MV OP #89) Mails a utility bill insert to all resident and businesses that contains information on flood risk, flood safety, and the importance of buying flood insurance (Topics 9) | City of Mountain View | Between July - September | N/A | Mountain View sent out Valley Water's Get Flood Ready flier as a utility billing insert to every City utility customer in December 2024. |
| | | | (PA OP #90) Sends the "Are You Ready for Winter Storms?" flier (<i>aka utilities mailer</i>) to all residents and businesses in the city, including to those in the SFHA, along with their utility bills (Topics 1-9) | City of Palo Alto | Each fall | N/A | Palo Alto sent "Are you Ready for Winter Storms?" flier as utility inserts was sent out in September 2024. |
| | | | (PA OP #91) Sends out utility announcement, "Anytime it can rain, it can flood. Don't get caught off-guard" (Topics 1, 2,3, 4, 5, 6, 7, & 9 – <i>will pursue adding other topic</i>) | City of Palo Alto | Each March/April | N/A | Palo Alto sent flood safety tips as a utility announcement in December 2024. |
| | | | (SC OP #92) Mails out a citywide, including all addresses in the SFHA, newsletter for residents and businesses called "Inside Santa Clara" (Topics 1-9) | City of Santa Clara | Each fall | N/A | Santa Clara: A utility bill insert mailed to residents in Spring of 2024. Flood information was also included in the biannual Inside Santa Clara newsletter, in the Fall/Winter 2024 Edition. |
| | | | (SUN OP #93) Sends two (2) mailers and one (1) "Horizon" newsletter article "Know How to Be Flood Safe" that promotes flood safety and flood preparedness messaging targeted to all residents and businesses within the SFHA (Topics 2 and 4) | City of Sunnyvale | Each fall around October | N/A | Sunnyvale: The City still sends out mailers to targeted residents and a flood safe newsletter article. The mailers were sent October (realtor) & November (Utility inserts) 2024. |
| | | | (SUN OP #94) Sends mailer to all those in the SFHA (Topics 1-4, and 7) | City of Sunnyvale | Each October | N/A | Sunnyvale: The City still sends out these mailers. The mailers were sent November 2024. |
| | <p><u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place</p> | Increase in number of flood insurance policies in the SFHAs, RLAs, and in the county in general | (SCC OP #95) Sends letters to the properties in the unincorporated section in the areas of the county's mapped repetitive loss areas | Santa Clara County | Annually, each fall | N/A | Santa Clara County: No update available - non-CRS participating community. |
| | | Prospective buyers understand flood risks | (CUP OP #96) Continues to send a letter to former repetitive loss properties | City of Cupertino | Annually, mid-year | N/A | Cupertino continues to send out an annual letter to former repetitive loss properties. |
| | | Increase in the number of flood insurance policies with contents coverage | (MH OP #97) Sends a notice to repetitive loss (RL) areas as required by FEMA | City of Morgan Hill | Annually, each summer | N/A | Morgan Hill will send letters to properties in the City's mapped repetitive loss areas in June 2025. |
| | | | (PA OP #98) Sends letters to the properties in the city's mapped repetitive loss areas, highlighting flood safety tips | City of Palo Alto | Annually, typically August - September | N/A | Palo Alto sent letters to properties in the City's mapped repetitive loss areas, highlighting flood safety tips in August 2024. |
| | | | (SJ OP #99) Sends letters to the properties in the city's mapped repetitive loss areas | City of San Jose | Annually, each typically between September - December | N/A | San Jose sent letters to general repetitive loss property areas in March 2025. |

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| Messengers to Other Target Audiences (Organizations & Businesses Serving the Community) | <p><u>Topic 1:</u> Know your flood hazard Message 1A - Know your flood risk Message 1B - Contact your floodplain manager to find out if your property is in a floodplain Message 1C - Check if your home or business is in a Special Flood Hazard Area</p> <p><u>Topic 2:</u> Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place</p> <p><u>Topic 3:</u> Protect people from the flood hazard Message 3A - Put your 3-day emergency kit together Message 3B - Follow evacuation orders Message 3C – Learn the best route to high ground</p> <p><u>Topic 4:</u> Protect your property from the flood hazard Message 4A - Protect your property from the flood hazard Message 4B - Prepare your home Message 4C - Sandbags can offer protection against a foot or less of floodwater Message 4E - Get sandbags before a flood</p> <p><u>Topic 5:</u> Build responsibility Message 5A - Build responsibly in floodplains Message 5B - Comply with development requirements Message 5C - Check with your local floodplain manager before you build</p> <p><u>Topic 6:</u> Protect natural floodplain functions Message 6A - Keep creeks clean and flowing Message 6B - Keep debris and trash out of our streams Message 6C - Don't pollute, dump, or drain anything in creeks</p> <p><u>Topic 7:</u> Develop a Family Emergency Plan Message 7A: Develop an emergency plan</p> <p><u>Topic 8:</u> Download disaster Apps Message 8A - Download disaster emergency apps</p> <p><u>Topic 9:</u> Understand shallow flooding risks – don't drive through standing water</p> | <p>Educate our community on flood protection and preparedness measures by working and coordinating with groups who serve as messengers, to people who are at risk of flooding, as they provide their respective business service</p> | <p>(VW OP #100) Administers a "Let's Talk Water" Speakers Bureau Program that customizes presentations to update groups on specific issues, provide updates on Valley Water projects, including flood protection projects and to educate residents on existing flood risks as well as provide resources and tips to be flood ready. https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau</p> <p>(VW OP #101) Participates in booth duty support at various events and fairs throughout the county, including Valley Water Capital project meetings or other events, as requested by various organizations</p> | <p>Valley Water Communications Unit</p> <p>Valley Water Office of Government Relations</p> | <p>On a project-specific basis or as requested</p> <p>Annually. During the flood season (starting in September – May)</p> | <p>Could vary from year-to-year Kiwanis Rotary Clubs Homeowners and Neighborhood Associations Forum Groups Association of Realtors</p> <p>All Santa Clara County CRS Communities</p> | <p>In FY25 (from June 2024 through June 2025), Valley Water's 'Let's Talk Water Speakers Bureau Program' reached the 11 organizations listed below. All general presentations mention flood protection and the need to 'Get Flood Ready' regardless of the county's drought status. They also include links to Valley Water's 'Flood Ready' information and resources webpage (ValleyWater.org/floodready), the hotline to call to report obstructions in creeks, and flood preparedness collateral available for all in-person events.</p> <p>Valley Water's Speakers Bureau Program can customize presentations to update community groups on water-specific issues and provide updates on projects in their area. The FY25 presentations that included flood preparedness information are listed below.</p> <ol style="list-style-type: none"> July 20, 2024 – Cottle to Lean Neighborhood Association, San Jose August 19, 2024 – Rotary Club of Milpitas August 20, 2024 – Civic Club of San Jose August 22, 2024 – Mountain View Senior Center October 9, 2024 – Cupertino Library October 19, 2024 – Los Altos Rotary February 19, 2025 – Cupertino Rotary February 28, 2025 – Valley Water's Water Works Program (via Zoom) March 3, 2025 – Leadership Morgan Hill March 27, 2025 – Santa Teresa Catholic Church, San Jose April 23, 2025 – Willow Glenn Lions Club, San Jose <p>Valley Water staff made a concerted effort to actively participate in community events, including community festivals and emergency preparedness affairs, particularly in communities and neighborhoods in or near flood zones. In FY25 (from September 2024 – May 2025), Valley Water and the communities' staff hosted 29 booths and distributed flood preparedness information on flood safety and</p> |

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|----------|------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------------------------------------------------------------------------|------------|-----------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Message 9A - Understand shallow flooding risks - don't drive through standing water FEMA's message: "Turn Around Don't Drown®." | | | | | | emergency preparedness materials, including Valley Water's annual FPM. Those events are listed below: 1. Mountain View Art & Wine Festival – 9/7 – 9/8/24 2. Vovinam Viet Vo Dao 33rd Annual Moon Festival – 9/14/24 3. Rotary Club Silicon Valley Fall Festival – 9/14/24 4. City of Campbell State of the City – 9/18/24 5. County Parks La Fuente Celebration, San Jose, CA – 9/21/24 6. Picnic by the Lake Multicultural Festival and Resource Fair, San Jose, CA – 9/28/24 7. Friends of Steven Creek Trail's Trailblazer Race – 9/29/24 8. Supervisor Lee's Day on the Bay, Alviso, CA – 10/5/24 9. City of Saratoga State of the City Address – 10/5/24 10. Santa Clara County Parks 2024 Fall Festival at Martial Cottle Park 10/5/24 11. Pumpkins in the Park, San Jose, CA – 10/12/24 12. South Asian Cultural Association of Sunnyvale's Diwali Festival – 10/26/24 13. Councilmember Candelas' Family Fall Festival – 10/26/24 14. ASCE Annual Student Scholarship – 11/14/24 15. Chopsticks Alley Tea Ceremony – 12/6/24 16. Santa Visits Alviso Foundation Drive – 12/7/24 17. VHF Swearing in Ceremony and Celebration for Betty Duong – 1/10/25 |

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|----------|----------------------|---------|----------------------------------------------------------------------------------------------------------------------|------------|-----------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | | | | | 18. VAR Lunar New Year Festival 1/25 – 1/26/25 19. San Jose Chapter of the Links’ Emergency Preparedness Workshop – 2/1/25 20. City of San Jose District 1 Black History Month Flag Raising – 2/7/25 21. CEEF & CUSD Run for Great Schools 5k and Fun Run – 3/29/25 22. AAUW 42nd Wildflower Run 3/30/25 23. Cupertino Earth & Arbor Day – 4/5/25 24. Mt. Pleasant Neighborhood Association Emergency Resource Fair – 4/5/25 25. San Jose Clean Energy’s EV Ride & Drive + EcoHome Expo – 4/12/25 26. Evergreen Valley College EVC Community Day – 4/26/25 27. Morgan Hill Community Earth Day Festival – 4/26/25 28. Berryessa Art Festival – 5/10/25 29. Morgan Hill Mushroom Festival – 5/24 – 5/25/25 All Santa Clara County communities support and promote Valley Water’s outreach projects. |

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| | | | (VW OP #102) Partner with local Second Harvest Food Bank with distributing FEMA and Valley Water flood preparedness materials, including promotional item(s) as available | Valley Water CRS Program | In October (during CFPW) | Second Harvest Food Bank of Silicon Valley | <p>On November 13, 2024, staff participated in a flood preparedness press conference held at Valley Water's Winfield Sandbag Distribution site in San José. The press conference was a joint news event with the City of San José, the County of Santa Clara, and the National Weather Service. The event featured speakers from Valley Water and participating agencies, a sandbagging demonstration, and an emergency kit assembly table, which included flood readiness materials.</p> <p>On December 7, 2024, the Organization for Latino Affairs (OLA), a Valley Water employee resource group, provided emergency starter kits at the Santa Visits Alviso Foundation event in San José. English and Spanish flood preparedness informational material and giveaways were provided to approximately 600 attendees.</p> <p>On February 12, 2025, Valley Water hosted the Standard Grants Program Open House event at Valley Water. A 'Get Flood Ready' information table was set up, and flood preparedness materials were shared with the participants. Vice Chair Santos welcomed the 41 prospective applicants with opening remarks. This in-person event featured workshops to help applicants navigate the grant process, opportunities to connect with grants staff, and networking with local organizations. The event received overwhelmingly positive reviews, with 100% of survey participants stating they were satisfied with the workshops and event.</p> <p>On February 1, 2025, CRS hosted a "Get Flood Ready" booth at The Links, Incorporated's "Emergency Preparedness: Safety Now, Peace Later" event at the African American Community Service Agency in San José. There were approximately 80 attendees.</p> |

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|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | (ALL OP #103) Other New Initiatives <i>(as noted in the All PPI document)</i> 1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. 2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information. 3. Expand on outreach to the Asian and Latino communities who live in flood prone areas. 4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events. 5. Expand on reaching local homeowners associations (HOA)s and apartment associations <i>(i.e. Executive Council of Homeowners [ECHO])</i> 6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. <i>(i.e. Second Harvest Food Bank and others)</i> 7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas. 8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370). 9. Develop a region-wide Flood Response Preparations (FRP) messaging plan. | | | | The Santa Clara County CRS Group/PPI Committee, included the ‘Other New Initiatives’ topic for discussion at the March 26, 2025. <i>See Section V. SC County CRS Users Group/PPIM Committee Meetings - Monitoring and Evaluating the 2021 PPI</i> in the FY25 Annual Evaluation Report (Attachment 6). 3/26/26 Meeting, Item #5: Review 2021 PPI “Other New Initiatives” discussion was as follows: These initiatives were suggested to be re-evaluated as part of the next PPI update to include only realistic initiatives to reduce the reporting requirements. As part of the update, the committee can discuss how best to word the initiatives to allow flexibility and creativity without being locked into specific commitments. These initiatives do not improve our Activity 330 scores since most communities are already maxed out on the activity. |
| | | | (CUP OP #104) The city provides a Winter Preparedness notification informing contractors that during the winter season, they need to winterize their project(s) site as certain soil disturbance activities are not allowed during the rainy season | City of Cupertino | On a project-specific basis | Various contractors | Cupertino continues to prepare and mail the rainy season letters every year to applicable projects. These letters were mailed in mid-August 2024. |
| | | | (MIL OP#105) On a project-specific basis, the city provides contractors a Winter Preparedness notification that informs them that during the winter season, they need to winterize their project(s) site. Certain soil disturbance activities are not allowed during the rainy season | City of Milpitas | On a project-specific basis | Various contractors | Milpitas: On-going. The City of Milpitas sends out winterization notices to larger development projects. |
| | Topic 2: Insure your property for your flood hazard Message 2A - Get flood insurance ahead of time Message 2B – Insure your property Message 2C – There is a 30-day waiting period for the policy to take place | Increase in number of flood insurance policies in the SFHAs and in the county in general Prospective buyers understand flood risks | (MH OP #106) The city mails out a newsletter, “Ask Before You Buy: Know Your Flood Risk!” to local real estate agents which are provided to homebuyers to help determine the flood risk of the property being purchased <i>(listed in Appendix B)</i> | City of Morgan Hill | During or prior to the rainy season | Real Estate Agencies/Agent | Morgan Hill will be sending the brochure to real estate agents in June 2025. |

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|----------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| | | <i>These projects are credited under Activity 340 (DFH and REB) – Additional credit is provided if the PPI states that real estate agents should (or have agreed to) advise house hunters about the flood hazard and that real estate agents give house hunters a REB brochure</i> | (PA OP #107) Sends out letters to real estate agencies informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website | City of Palo Alto | Annually, beginning of flood season (September/October) | Real Estate Agencies/Agent | Palo Alto sent letters to real estate agencies informing of their responsibility to identify flood hazard areas in August 2024. |
| | | | (SJ OP #108) Sends out letters to real estate and insurance agencies and lenders, informing them of their responsibility to identify flood hazard areas and to take advantage of the Flood Zone Lookup on the city’s website on the “Flood Hazard Zones webpage and advises to contact the city for map reading services and elevation certificates on file | City of San Jose | At the beginning of the flood season (September – December) | Real Estate Agencies/Agent | San Jose emailed letters to real estate, insurance agencies and lenders in January 2025. |
| | | | (SUN OP #109) Sends mailer/postcard targeted to real estate agents informing them of the client’s responsibility for identification and purchase of flood insurance and the availability of the automatic 15% discount | City of Sunnyvale | Each October | Real Estate Agencies/Agents | Sunnyvale: The City sent the mailers to real estate agents October 2024. |

Santa Clara Valley Water District FY25 Flood Awareness Campaign

Valley Water's FY25 Flood Awareness Campaign centered around the theme, "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe." The outreach utilized digital geo-targeting technologies to effectively reach businesses and residents within the flood zone. The primary goals of the campaign were to raise awareness about flood risks, encourage residents to sign up for emergency alerts, and inform them on how to obtain sandbags. Additionally, the campaign highlighted our Surface Water Data Portal, where residents can access the latest information regarding local creek and reservoir levels.

To enhance Valley Water's community outreach efforts, an educational paid advertising campaign was implemented. Polling results from the previous winter campaign informed this advertising initiative, allowing us to better understand our target audiences and their levels of awareness.

The Flood Awareness Campaign ran for six months, from October 2024 to March 2025, at a total cost of \$389,340. This campaign combined outdoor and digital geo-targeted advertising, supplemented by three direct multilingual mailings sent to approximately 49,555 homes and businesses located in or near high-risk flood areas, as designated by the FEMA Special Flood Hazard Area (SFHA).

Targeted Mailings

1. FLOOD CAMPAIGN ANNUAL FLOODPLAIN MAILER

Valley Water's Annual Floodplain Mailer (FPM) was distributed in December 2024. This multi-language mailer, available in English, Spanish, Chinese, and Vietnamese, is titled "You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe."

The FPM included QR codes, a magnet featuring essential flood safety websites, a detachable emergency phone list, and a centerfold that highlighted our Surface Water Data Portal. One of the QR codes directs residents to a site where they can access the latest information about local creek and reservoir water levels:

<https://alert.valleywater.org/?p=map>.



[Link to Floodplain Mailer](#)

2. FLOOD TIPS POSTCARD MAILER

'Beware. Be ready. Be Flood Safe.' Extreme Weather multilingual postcards were produced and distributed to 49,555 properties in the FEMA SFHA in November 2024. These postcards included the nine CRS topics, supporting messages, and links to various flood readiness and preparedness web pages.



[Link to Tips Postcard](#)

3. FLOOD TRI-FOLD BROCHURE

In January 2024, we mailed out the trifold guide titled “You Live in a Flood Zone: Beware, Be Ready, Be Flood Safe.” This multilingual resource outlines actions residents can take to protect their lives and property before, during, and after a flood. Additionally, it includes a QR code that directs readers to valleywater.org/floodready for more tips and tools on flood preparedness.



[Link to Trifold](#)

4. TARGETED OUTDOOR ADVERTISING

The 2024-25 outreach campaign included outdoor banners displayed at ten locations identified as high-risk areas for flooding. Additionally, advertisements in English, Spanish, and Vietnamese were featured on 24 public buses operating in regions deemed "hot spots" for flooding.

5. ETHNIC COMMUNITY OUTREACH

Outreach efforts to multilingual communities included advertisements in local newspapers in Spanish, Chinese, and Vietnamese and television ads in Chinese.

6. FY25 COUNTYWIDE MAILER

Effective the FY25 flood season (*starting in October 2024*), Valley Water no longer produced a Countywide Mailer (CWM) for flood messaging. On January 14, 2025, during Valley Water’s CRS five-year cycle visit, Valley Water informed the ISO CRS Specialist, Marlene Jacobs, about this change. We explained that in place of the CWM, Valley Water distributed two additional targeted mailers to residents and businesses located in the FEMA-designated Special Flood Hazard Area (SFHA). Both hard and soft copies of these mailers were provided to all Santa Clara County cities and the county.

The Flood Tips Postcard included all nine topic messages identified in the 2021 Multi-Jurisdictional Program for Public Information (PPI): <https://s3.us-west-1.amazonaws.com/valleywater.org.us-west-1/s3fs-public/VW-Flood%20Postcard-Vertical-bleed-CMYK-Outlined-Final.pdf>.

Flood Trifold includes six PPI topic messages: <https://online.flipbuilder.com/tkap/vbsr/>

CRS Community Resources

All Santa Clara County cities and County Public Works and Planning Departments received hard copies of Valley Water’s flood protection materials: FPM, flood postcard, and flood trifold. The table below shows the number of copies requested by and provided to each community.

| Public Agency | Annual Floodplain Mailer (FPM) | Postcard | Trifold Mailed on 1/16/25 |
|-------------------------|-------------------------------------------------------------|----------|------------------------------|
| | <i>FPM mailed on 1/6/25 Postcard mailed on 11/22/24</i> | | |
| City of Campbell | 25 | 25 | 25 |
| City of Cupertino | 50 | 50 | 20 |
| City of Gilroy | 25 | 25 | 25 |
| City of Los Altos | 50 | 100 | 20 |
| Town of Los Altos Hills | 25 | 150 | 20 |
| City of Los Gatos | 25 | 25 | 20 |
| City of Milpitas | 50 | 25 | 20 |

| | | | |
|-----------------------|-----|-----|----|
| City of Monte Sereno | 25 | 25 | 25 |
| City of Morgan Hill | 150 | 50 | 50 |
| City of Mountain View | 25 | 25 | 20 |
| City of Palo Alto | 100 | 25 | 20 |
| City of San Jose | 50 | 25 | 25 |
| City of Santa Clara | 25 | 25 | 25 |
| County of Santa Clara | 25 | 25 | 25 |
| City of Saratoga | 25 | 25 | 25 |
| City of Sunnyvale | 25 | 25 | 20 |
| VW CRS Program | 150 | 300 | 50 |

During the CRS Users Group and PPI Committee Meetings on March 26, 2025, and May 14, 2025, all cities and the county were reminded to ensure their respective internet web pages and flood protection resource landing pages redirected visitors to ValleyWater.org/floodready.org, Floodsmart.gov, and Ready.gov.

Flood Protection Partner Toolkit

In mid-October 2024, Valley Water released the 'Be Flood Safe' Social Media Toolkit for the 2024-2025 Flood Awareness Outreach Partner (<https://conta.cc/3Awd0XS>). This toolkit was made available for download to all partnering agencies, including CRS communities. It featured digital and social media banners and animations highlighting key calls to action: know your risk, sign up for emergency alerts, and find sandbags. Additionally, the toolkit included multilingual graphics showcasing essential tips and provided an option to request co-branded bill inserts and postcards.

EXTREME WEATHER



Your Flood Protection Partner

valleywater.org/floodready

Beware. Be ready.
BE FLOOD SAFE.

KNOW
Your Flood Risk

SIGN UP
For Alerts

GET
FREE Sandbags



Be Flood Safe

The rainy season is around the corner, and we've got new digital banners for you to share on social media with the hashtag #BeFloodSafe as a reminder to be prepared.

[Download digital flood safe banners](#)



Know your flood risk

You don't have to live near a creek to be impacted by flooding. Visit valleywater.org/floodready to check whether your house or business is in a FEMA Special Flood Hazard Area.

[Download digital flood risk graphic](#)



Sign up for emergency alerts

Preparing for emergencies can be overwhelming. You can learn more about Santa Clara County's emergency alert system at valleywater.org/floodready.

[Download digital alerts graphic](#)



Get FREE sandbags

Valley Water offers free sandbags for residents of Santa Clara County. Loose sand and empty bags for self-filling are also available. For a list of locations, visit valleywater.org/floodready.

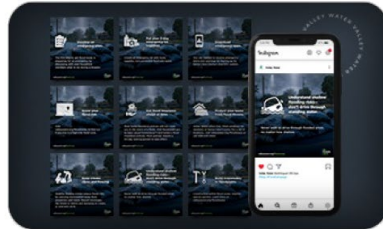
[Download digital sandbag graphic](#)



Flood zone cards and banners

Reply to request a co-branded multilingual Be Flood Safe postcard, bill inserts or a customized banner to quickly share flood preparedness tips with your community.

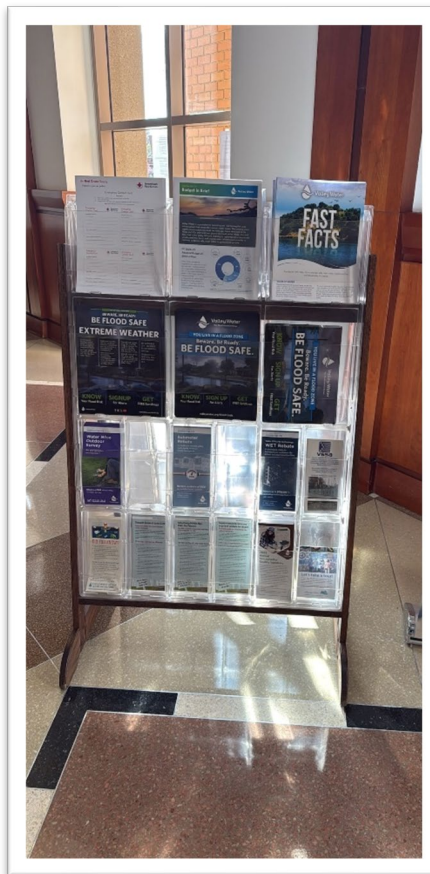
[Request by email: preyes@valleywater.org](mailto:preyes@valleywater.org)



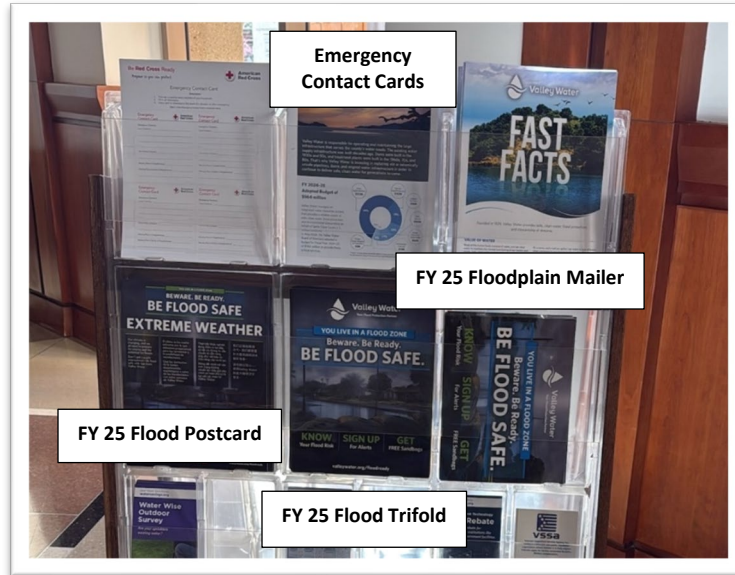
Multilingual Flood Ready tips

Share 9 key multilingual flood preparedness tips on social media. You can post individually or as a multilingual slideshow.

[Download CRS tips for social media](#)



Valley Water HQ Lobby Displaying FY25 Flood Readiness Materials



Valley Water HQ Lobby Displaying FY25 Flood Readiness Materials

Valley Water FY25 Flood Awareness Campaign

See the attached National Association of Flood and Stormwater Management Agencies (NAFSMA) Excellence in Communication campaign submission.



**VALLEY WATER
NAFSMA EXCELLENCE IN COMMUNICATIONS
AWARD SUBMISSION:
PUBLIC AWARENESS OF FLOODING**

**YOU LIVE IN A FLOOD ZONE:
BEWARE. BE READY. BE FLOOD SAFE.**

Our climate is changing. Extreme weather is the new normal. As we have learned from flooding disasters throughout the region, it is essential to prepare for emergencies, as the weather can be unpredictable. That's why Valley Water works year-round on capital improvement projects to reduce the risk of flooding. Our crews are also at work before, during, and after storm emergencies to keep the community safe from flooding.

For over twenty years, Valley Water has sought to educate Santa Clara County residents about existing flood risks and provide resources and tips to help residents be flood safe. Our efforts to reduce flood risks and outreach support local partners that participate in the FEMA Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program.

These activities can earn CRS-participating communities credit to reduce National Flood Insurance Program premiums.



EXTREME WEATHER

Beware. Be ready.

BE FLOOD SAFE.

KNOW
Your Flood Risk

SIGN UP
For Alerts

GET
FREE Sandbags

Valley Water

Your Flood Protection Partner



CAMPAIGN OVERVIEW

Valley Water’s 2024-2025 Flood Awareness Campaign effectively educated and engaged residents in Santa Clara County about the risks of flooding, emphasizing the importance of proactive preparation and access to vital safety resources. The campaign leveraged cutting-edge technologies like digital geo-targeting and multilingual outreach, blending traditional strategies with innovative solutions to connect with communities at risk of flooding.



GOALS

AWARENESS:

Educate residents in FEMA-designated Special Flood Hazard Areas (SFHAs) about their flood risks and mitigation strategies.

PREPAREDNESS:

Empower residents to take preventative actions, including knowing their flood risk, signing up for emergency alerts, and knowing where to find free sandbags.

ACCESS:

Provide multilingual resources and technologies to connect diverse communities with flood safety information, including the innovative **Valley Water’s Surface Water Data Portal**. When extreme weather strikes, residents can know if their home is at risk of flooding by visiting **alert.valleywater.org** for the latest information on local creeks and reservoir water levels.

KEY STRATEGIES AND EXECUTION

LOCALIZED DIRECT MAIL CAMPAIGN

Distributed multilingual resources (English, Spanish, Chinese, and Vietnamese) via three targeted mailings to 49,555 properties in SFHAs. Materials included detachable emergency phone lists, magnets with essential flood safety websites, and QR codes linking to resources like the Surface Water Data Portal.



Click here to view flood mailer.



Click here to view trifold.

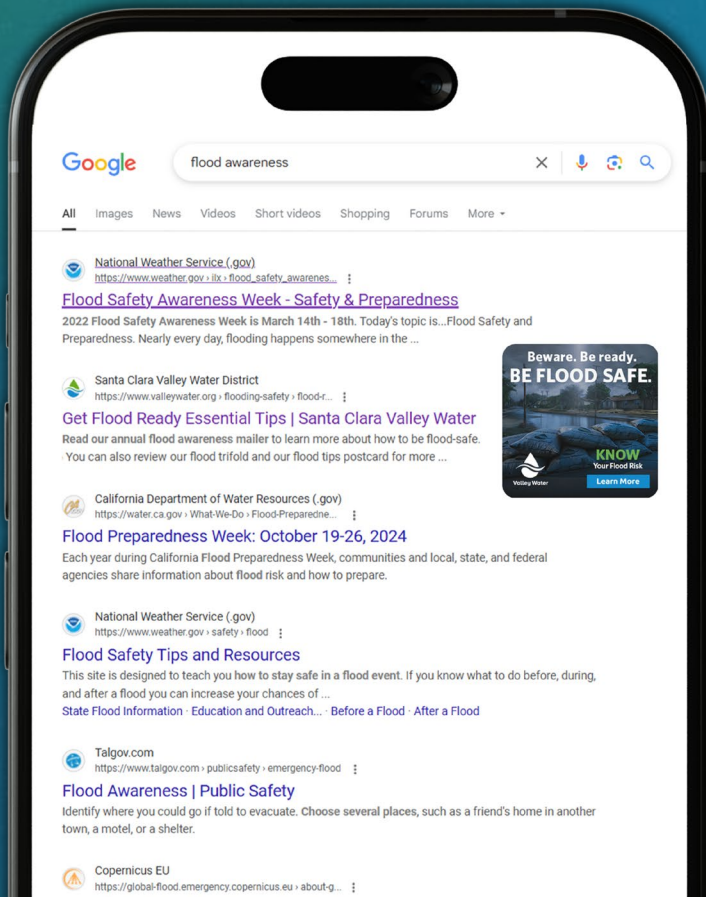


Click here to view postcard.

KEY STRATEGIES AND EXECUTION

DIGITAL AND GEO-TARGETED ADVERTISING

Deployed *multilingual animated ads* and *social media videos* to IP addresses in high-risk areas, encouraging sign-ups for emergency alerts and promoting flood readiness tips. Ads were coordinated with *National Weather Service notifications* to ensure the timely delivery of information.



KEY STRATEGIES AND EXECUTION

OUTDOOR ADVERTISING

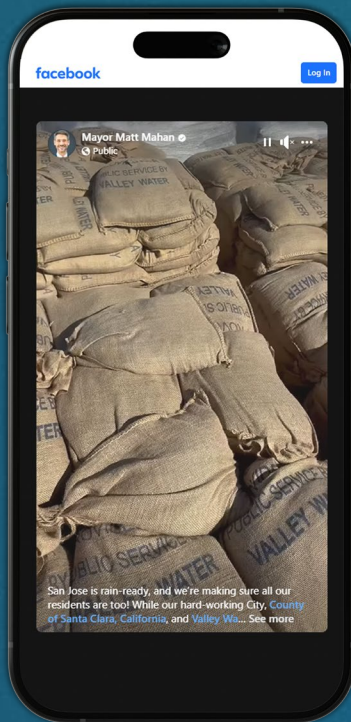
Banners and bus advertisements in English, Spanish and Vietnamese were placed in flood-prone locations to maximize visibility.



KEY STRATEGIES AND EXECUTION

MEDIA OUTREACH

Public partnerships led to a joint press conference emphasizing the importance of winter flood preparation. Valley Water, the Mayor of the City of San José, and the National Weather Service urged the community to prepare for winter storms during a news conference held at a sandbag distribution center in San José. The event featured a full-size interactive sandbagging display and an emergency kit assembly table. All major local news outlets covered the news event, amplifying our preparedness messaging through print media, radio, and television.

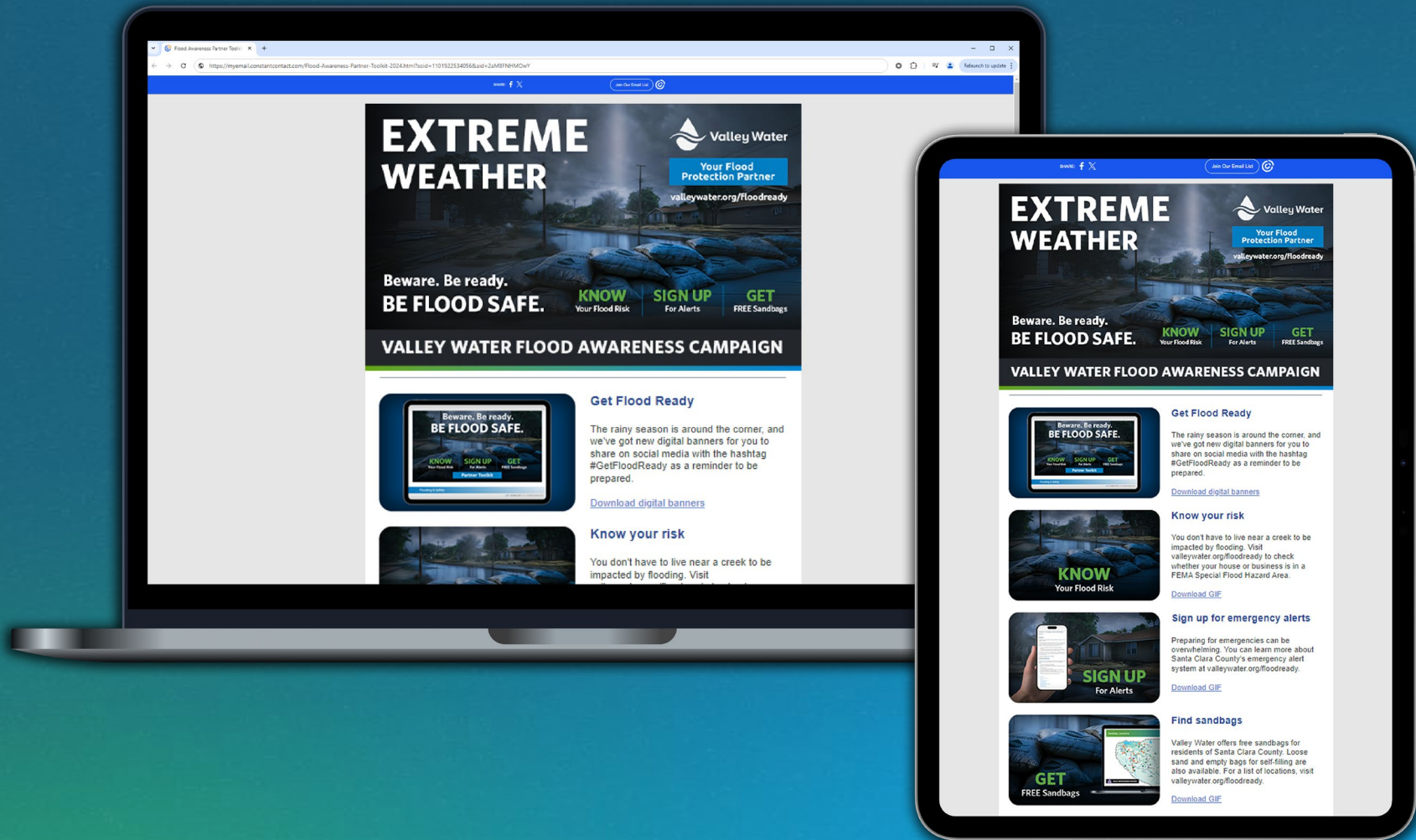


[Click here to view livestream video and photos of the press conference.](#)

KEY STRATEGIES AND EXECUTION

COMMUNITY ENGAGEMENT TOOLKIT

Partnered with agencies to distribute the “Be Flood Safe” Social Media Toolkit, featuring multilingual banners, animations, and tips co-branded with local CRS communities. A *toolkit* was distributed to over 60 community entities in areas considered at high-risk of flooding.



KEY STRATEGIES AND EXECUTION

CULTURAL INCLUSIVITY

Ethnic community outreach included targeted ads in Spanish, Chinese, and Vietnamese newspapers and TV channels.

OPINION

EL OBSERVADOR | www.el-observador.com

NOV 22, 2024 - NOV 28, 2024

DERECHOS REPRODUCTIVOS: RESULTADOS DE LOS REFERENDOS EN 10 ESTADOS

Jose López Zamora La Red Hispana

Los estados de la Unión Americana han experimentado cambios significativos en sus políticas reproductivas durante los últimos días. Los resultados de los referendos en 10 estados han sido un hito en la historia de los derechos reproductivos en el país.

Alaska

Alaska aprobó la ley que restringe el aborto a las 12 semanas de gestación, lo que es una medida restrictiva.

California

California aprobó la ley que garantiza el aborto hasta la semana 18 de gestación, lo que es una medida restrictiva.

Idaho

Idaho aprobó la ley que restringe el aborto a las 15 semanas de gestación, lo que es una medida restrictiva.

Mississippi

Mississippi aprobó la ley que restringe el aborto a las 15 semanas de gestación, lo que es una medida restrictiva.

Nebraska

Nebraska aprobó la ley que restringe el aborto a las 12 semanas de gestación, lo que es una medida restrictiva.

North Dakota

North Dakota aprobó la ley que restringe el aborto a las 18 semanas de gestación, lo que es una medida restrictiva.

South Dakota

South Dakota aprobó la ley que restringe el aborto a las 18 semanas de gestación, lo que es una medida restrictiva.

Texas

Texas aprobó la ley que restringe el aborto a las 15 semanas de gestación, lo que es una medida restrictiva.

Utah

Utah aprobó la ley que restringe el aborto a las 18 semanas de gestación, lo que es una medida restrictiva.

Virginia

Virginia aprobó la ley que garantiza el aborto hasta la semana 18 de gestación, lo que es una medida restrictiva.

Washington

Washington aprobó la ley que garantiza el aborto hasta la semana 18 de gestación, lo que es una medida restrictiva.

Wisconsin

Wisconsin aprobó la ley que restringe el aborto a las 12 semanas de gestación, lo que es una medida restrictiva.

Wyoming

Wyoming aprobó la ley que restringe el aborto a las 12 semanas de gestación, lo que es una medida restrictiva.

HEALTH 3

EL OBSERVADOR | www.el-observador.com

NOV 22, 2024 - NOV 28, 2024

HEALTH EXPERTS BRACE FOR TRUMP ADMINISTRATION 2.0

Suzanne Porter California News Service

Health experts are bracing for a second Trump administration, with many predicting a shift in public health policy. The CDC and other agencies are expected to face significant challenges.

California

California health officials are preparing for potential changes in federal funding and regulatory oversight. The state's diverse population will be particularly affected.

Illinois

Illinois health experts are concerned about the potential impact of a second Trump administration on the state's healthcare system. The state's aging population and high rates of chronic diseases are major concerns.

Michigan

Michigan health officials are bracing for a second Trump administration, with many predicting a shift in public health policy. The state's diverse population will be particularly affected.

Minnesota

Minnesota health experts are concerned about the potential impact of a second Trump administration on the state's healthcare system. The state's aging population and high rates of chronic diseases are major concerns.

North Carolina

North Carolina health officials are preparing for potential changes in federal funding and regulatory oversight. The state's diverse population will be particularly affected.

Ohio

Ohio health experts are bracing for a second Trump administration, with many predicting a shift in public health policy. The state's diverse population will be particularly affected.

Pennsylvania

Pennsylvania health officials are preparing for potential changes in federal funding and regulatory oversight. The state's diverse population will be particularly affected.

Texas

Texas health officials are bracing for a second Trump administration, with many predicting a shift in public health policy. The state's diverse population will be particularly affected.

Virginia

Virginia health experts are concerned about the potential impact of a second Trump administration on the state's healthcare system. The state's aging population and high rates of chronic diseases are major concerns.

Washington

Washington health officials are preparing for potential changes in federal funding and regulatory oversight. The state's diverse population will be particularly affected.

Wisconsin

Wisconsin health officials are bracing for a second Trump administration, with many predicting a shift in public health policy. The state's diverse population will be particularly affected.

Wyoming

Wyoming health officials are bracing for a second Trump administration, with many predicting a shift in public health policy. The state's diverse population will be particularly affected.

OPINION

EL OBSERVADOR | www.el-observador.com

NOV 22, 2024 - NOV 28, 2024

REPRODUCTIVE RIGHTS: REFERENDUM RESULTS IN 10 STATES

Jose López Zamora La Red Hispana

The past eight days of the right-wing agenda by voters regarding reproductive rights in 10 states has been a landmark moment in the history of the program.

Alaska

Alaska approved the measure that restricts abortion to 12 weeks of gestation, a restrictive measure.

California

California approved the measure that guarantees abortion up to 18 weeks of gestation, a restrictive measure.

Idaho

Idaho approved the measure that restricts abortion to 15 weeks of gestation, a restrictive measure.

Mississippi

Mississippi approved the measure that restricts abortion to 15 weeks of gestation, a restrictive measure.

Nebraska

Nebraska approved the measure that restricts abortion to 12 weeks of gestation, a restrictive measure.

North Dakota

North Dakota approved the measure that restricts abortion to 18 weeks of gestation, a restrictive measure.

South Dakota

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Utah

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Washington approved the measure that guarantees abortion up to 18 weeks of gestation, a restrictive measure.

Wisconsin

Wisconsin approved the measure that restricts abortion to 12 weeks of gestation, a restrictive measure.

Wyoming

Wyoming approved the measure that restricts abortion to 12 weeks of gestation, a restrictive measure.

Condiciones climáticas extremas

Tenga cuidado. Prepárese.

Esté a salvo de las inundaciones.

Conozca su riesgo de inundación | Inscribise para recibir alertas | Obtenga bolsa de arena gratuita

valleywater.org/foodready

A5 | 綜合

世界日報

2024年10月27日 星期一 WEDNESDAY, OCTOBER 27, 2024

worldjournal.com

賀錦麗重申一中 稱台有權自衛

五角大廈官員促台立院支持國防預算 用各種工具應對台灣防衛需求

回應解放軍軍演

五角大廈官員在週一表示，美國將繼續支持台灣，並重申「一中」原則。官員表示，台灣有權自衛，並呼籲台灣立法院支持國防預算。五角大廈官員表示，美國將使用各種工具來應對台灣的防衛需求。

五角大廈官員在週一表示，美國將繼續支持台灣，並重申「一中」原則。官員表示，台灣有權自衛，並呼籲台灣立法院支持國防預算。五角大廈官員表示，美國將使用各種工具來應對台灣的防衛需求。

蔡英文將訪美 國務院：有民間交流前例

國務院發言人表示，蔡英文將訪問美國，這是民間交流的前例。發言人表示，蔡英文的訪問將有助於加強中台關係，並促進民間交流。

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极端天气

Valley Water

您的防洪合作伙件

谨慎防范。做好准备。确保防洪安全。

了解您面临的洪水风险 | 注册接收警报信息 | 获取免费沙袋

valleywater.org/foodready

INNOVATIONS

The campaign leveraged geo-targeting technology to localize messaging, while the Surface Water Data Portal offered residents real-time information about creek and reservoir levels. New animations visualized flood preparedness actions in a culturally relevant and engaging manner.

Valley Water
Your Flood Protection Partner

YOU LIVE IN A FLOOD ZONE
Beware. Be Ready.
BE FLOOD SAFE.

KNOW Your Flood Risk
SIGN UP For Alerts
GET FREE Sandbags

Valley Water

GET FLOOD READY!
9 Essential tips to be flood ready

¡ESTÉ PREPARADO ANTE UNA INUNDACIÓN!
9 Consejos esenciales para estar preparados ante las inundaciones

您做好防洪准备了吗!
防洪 9 大基本建议

HÃY CHUẨN BỊ SẴN SÀNG ỨNG PHÓ VỚI LŨ LỤT!
9 Mẹo thiết yếu để chuẩn bị sẵn sàng

valleywater.org/floodready

WHEN EXTREME WEATHER STRIKES,
KNOW IF YOUR HOME IS AT RISK OF FLOODING.

With Valley Water's Surface Water Data Portal, you can get the latest information about local creeks and reservoirs' water levels.

Visit alert.valleywater.org or scan the QR code to access the portal.

Obtenga información sobre los niveles actuales de presas y arroyos visitando alert.valleywater.org.

请访问 alert.valleywater.org 获取关于当地溪流和水库水位的最新信息。

Cập nhật thông tin mới nhất về mực nước tại các ao hồ và các con lạch tại địa phương tại alert.valleywater.org.

Use our color chart to learn how rainfall impacts creek status.

| | | | |
|-----------|----------------|-----------------|----------------|
| Yellow | Orange | Red | Purple |
| No Action | Minor Flooding | Medium Flooding | Major Flooding |

Valley Water
Clean Water • Healthy Environment • Flood Protection

Santa Clara Valley Water District
2700 Almaden Expressway
San Jose, CA 95118-3686

valleywater.org/floodready

PSRST STD 20120 U.S. POSTAGE PAID SAN JOSE, CA PERMIT NO. 1231

RESULTS AND IMPACT

OUTREACH SUCCESS:

The campaign successfully generated 37 million impressions and 43,000 visits to valleywater.org/floodready.

Our annual post-campaign survey of 400 residents in flood-prone areas, conducted by Probolsky Polling, found the following results:

50% of the surveyed residents recalled receiving flood safety information via mail.

59% said their home is in a flood zone or an at-risk area; this trend has continued upward from 12% in 2017, when we first began polling.

IMPROVED PREPAREDNESS:

90% of respondents recalled some of the flood safety tips received.

43% of poll respondents recalled where to find sandbags from the materials received.

29% recalled the call to action to sign up for emergency alerts.

70% are confident that they have taken all necessary measures to protect themselves from the impacts of flooding.

Enrollment in flood insurance continued its upward trend, with 46% of households now insured, representing a 7% increase since 2017.

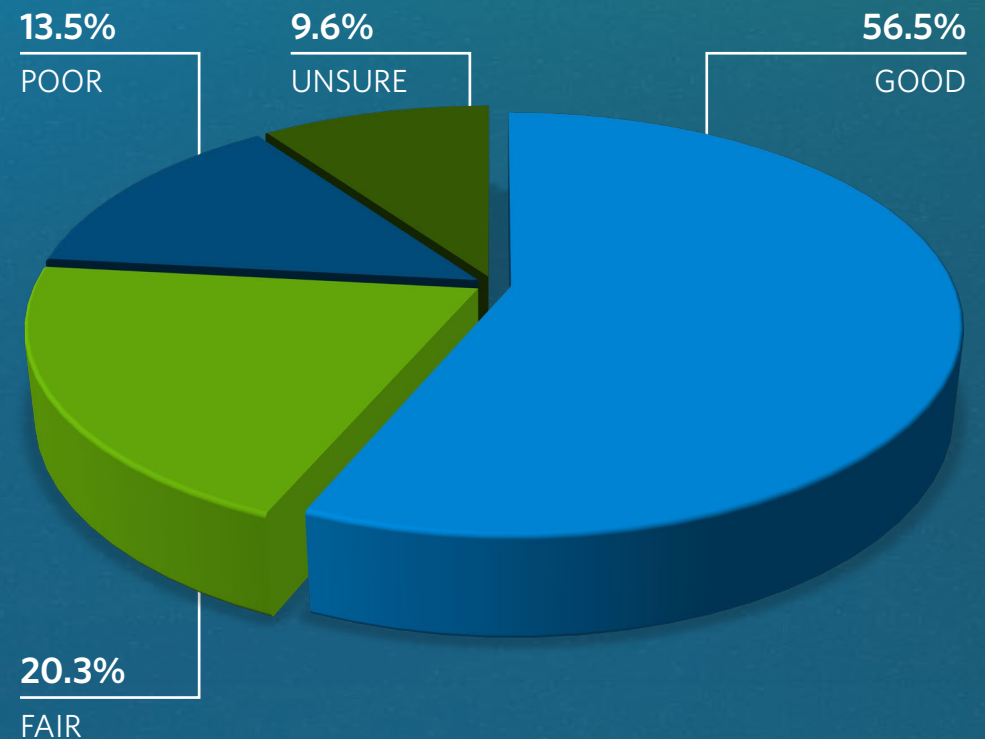
BUDGET AND RESOURCES:

Total campaign cost: \$389,340 Allocated for targeted mailings, digital advertisements, multilingual outreach, and community engagement initiatives.

COMMUNITY TRUST:

57% of respondents rated Valley Water's flood awareness efforts as excellent or good, up from 18% in 2017.

COMMUNITY TRUST BREAKDOWN



CONCLUSION

Valley Water's 2024-2025 Flood Awareness Campaign exemplifies innovation and inclusivity in public communication. By combining technology, cultural outreach, and community partnership, the campaign not only achieved its objectives but also strengthened public confidence in flood preparedness measures.

YOU LIVE IN A FLOOD ZONE
BEWARE. BE READY. BE FLOOD SAFE

KNOW Your Flood Risk | **SIGNUP** For Alerts | **GET** FREE Sandbags

Share flood awareness messages with your community.

Valley Water | ValleyWater.org/floodready

Your Flood Protection Partner



EXTREME WEATHER

Valley Water

Beware. Be ready. BE FLOOD SAFE.

Your Flood Protection Partner | valleywater.org/floodready

KNOW Your Flood Risk | **SIGN UP** For Alerts | **GET** FREE Sandbags

THANK YOU!

*2025 NAFSMA Excellence in Communications Award
Public Awareness of Flooding
You Live in a Flood Zone: Beware. Be Ready. Be Flood Safe.*



Valley Water

Clean Water • Healthy Environment • Flood Protection

Agenda Meeting

Santa Clara County CRS Users Group & Program for Public Information (PPI) Committee Meeting

March 26, 2025 | 2:00 p.m. – 4:00 p.m.

Join Zoom Meeting

<https://valleywater.zoom.us/j/83878517112?pwd=RRgdezW5EH1a2RaEi5zi6Gj1ZaNLtH.1>

Meeting ID: 838 7851 7112 | Passcode: 623213 | +1 669 900 9128 US (San Jose)

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting per Activity 330, Outreach Project, Element 332.c. Program for Public Information, Step 7 requirement (*page 2*)

Outcome: Complete development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report for FY25 (*Year 4: July 2024 to June 2025*)

| Section | Meeting Topic | Presenter | Time |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| 1. | Introductions | Amy Fonseca | 10 min |
| 2. | Review of the meeting goals and agenda (<i>see page 2</i>) | Amy Fonseca | 2 min |
| 3. | Annual review of CRS Communities Roster (Google Link) | Amy Fonseca | 2 min |
| 4. | Brief status update on the CRS Regionalization in Santa Clara County Feasibility Study <ul style="list-style-type: none"> • The County’s 2023 Multi-Jurisdictional Hazard Mitigation Plan resulted in FMP credits (Therefore, the flood-centric FMP effort was discontinued). • Update on Valley Water CRS Program | Amy Fonseca | 5 min |
| 5. | Review 2021 PPI ‘Other New Initiatives’ (<i>see page 2</i>) | Amy Fonseca | 20 min |
| 6. | Complete development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report for FY25 (<i>Year 4: July 2024 to June 2025</i>) Update the FY25 Project Accomplishments column for your community (Google Link) <ul style="list-style-type: none"> • Communities’ updates due by next CRS Users Group Meeting or no later than May 30, 2025 | Rene Moreno | 45 min |
| 7. | Activity 350 – Flood Protection Information, c. flood protection website (WEB) (<i>page 350-7</i>) The community must: 1) The community must check the website’s links at least monthly , and fix those that are no longer accurate. 2) At least annually , the community must review the content to ensure it is still current and pertinent (e.g., make sure names, addresses, phone numbers, and other contact information are still correct; update any ordinance changes; etc.) | Amy Fonseca | 2 min |
| 8. | Next meeting (TBD, May 2025) – Joint CRS Users Group/Program for Public Information (PPI) Committee meeting <ul style="list-style-type: none"> • Complete the development of the 2021 PPI Annual Report Year 4 (FY 2025) | Amy Fonseca | 2 min |
| 9. | Adjourn | | |

Excerpt from 2017 CRS Coordinator's Manual:

“Step 7: Implement, monitor, and evaluate the program. The Program for Public Information committee meets at least annually to monitor the implementation of the outreach projects. The committee assesses whether the desired outcomes were achieved and what, if anything, should be changed. This work is described in an evaluation report that is prepared each year, sent to the governing body, and included in the annual recertification.

The community must update its Program for Public Information at least every five years. This can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The Program for Public Information update will be reviewed for CRS credit according to the *Coordinator's Manual* currently in effect, not the version used when the community originally requested this credit. The update can qualify as the annual evaluation report for the year it was prepared. The updated Program for Public Information must be adopted following the same process as adoption of the original document.”

Excerpt from the 2021 Multi-Jurisdictional PPI:

Other New Initiatives

The PPI committee identified a number of new initiatives:

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E.
2. Expand on partnerships with local chambers of commerce to disseminate and share flood preparedness information.
3. Expand on outreach to the Asian and Latino communities who live in flood prone areas.
4. Expand on outreach to “hot spot” flood prone areas by hosting on-site or virtual events.
5. Expand on reaching local homeowners associations (HOA)s and apartment associations
(i.e. Executive Council of Homeowners [ECHO])
6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. (i.e. Second Harvest Food Bank and others)
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas.
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370).
9. Develop a regionwide Flood Response Program messaging plan.

For questions, please contact Amy Fonseca at (408) 630-3005 (office) or (408) 691-8889 (cell) or afonseca@valleywater.org

Santa Clara County CRS Users Group / PPI Committee Meeting

Attendance Sheet

March 26, 2025 | 2:00 - 4:00pm | Zoom

| Name | Community |
|-------------------|----------------------------------------|
| Jennifer Chu | City of Cupertino |
| Jorge Duran | City of Gilroy |
| Chris Wilson | City of Los Altos External Stakeholder |
| Harun Musaefendic | City of Los Altos |
| Vency Woo | City of Los Altos |
| Arthur Valderrama | City of Milpitas |
| Elizabeth Koo | City of Milpitas |
| Jeremy Wu | City of Milpitas |
| Maria Angeles | City of Morgan Hill |
| Lauren Cody | City of Mountain View |
| Renee Gunn | City of Mountain View |
| Rajeev Hada | City of Palo Alto |
| Vicki Thai | City of Palo Alto |
| Brandon Coco | City of Santa Clara |
| Christian Tran | City of Santa Clara |
| Darrell Wong | Santa Clara County |
| David Dorcich | Santa Clara County |
| Arlene Lew | City of San Jose |
| Vivian Tom | City of San Jose |
| Gina Newbold | City of Sunnyvale |
| Tamara Davis | City of Sunnyvale |
| Amy Fonseca | Valley Water |
| Emily Zedler | Valley Water |
| Kristen Yasukawa | Valley Water |
| Merna Leal | Valley Water |
| Rene Moreno | Valley Water |

Agenda Meeting
Santa Clara County CRS Users Group & Program for Public Information (PPI)
Committee Meeting Notes

March 26, 2025 | 2:00 pm – 4:00 pm

Item #1: Introductions/ Roll Call/ Roster Updates

Attendees were introduced (*see attached attendance sheet*). Informed committee that the meeting was being recorded for meeting minutes and will also be used to track attendance.

Item #2: Review of the Meeting Goals and Agenda

- The main objectives of the meeting are as follows:
 - Fulfill the requirements for CRS PPI credit as per the CRS Coordinator’s Manual by initiating the reporting process of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report (AER) for FY25 (Year 4: July 2024 to June 2025). Due to the 8/2/25 annual recertification deadline, when the AER is due, the deadline for communities to submit their updates to the AER is May 30, 2025.
 - Review the status of the outreach initiatives listed in the 2021 PPI.
 - Brief status update on the CRS Regionalization in SC County
 - County’s 2023 Multi-jurisdictional Hazard Mitigation Plan.
 - Update on Valley Water’s CRS Program
- Reviewed pending “Action Items” from the committee’s 2024 meetings.

Items from March 26, 2024, and/or May 29, 2024

- Agenda Item #3 – Annual Review of CRS Communities Roster – *Reminder to update the CRS community roster.*
- Agenda Item #5: Floodplain Management Plan (FMP) Update – *Valley Water met with Emily Zedler to discuss hotspots. Based on the conversation, there was no specific outreach to hotspots because they differ based on agency.*

Valley Water has an online resource tool, a GIS layer, that communities can use to conduct targeted outreach.

- *Map of Valley Water’s FIT (Field Information Team) hotspots:*
<https://tinyurl.com/scvwdfit>
- Agenda Item #6: Review 2021 PPI “Other New Initiatives” – Initiative #2: Identify the Chamber of Commerce or equivalent in each city and find ways to share information via websites, blogs, and newsletters. *Due to Valley Water and our largest community, San Jose, being cycled in 2024, we could not follow up on this action item. This initiative may be reconsidered next PPI update.* Initiative #4: Expand outreach to "hot spot" flood-prone areas by hosting on-site or virtual events. *Based on targeted outreach efforts utilizing hotspot information, this initiative is complete.*

- Agenda Item # 8: Activity 350 – Flood Protection, c. flood protection website – *Check links and ensure links direct to 1) valleywater.org/floodready, 2) floodsmart.gov, and 3) ready.gov. to ensure agencies receive CRS WEB credit.*

Item #3: Annual Review of CRS Communities Roster

Action Item:

Requested communities review and update the roster located here:

<https://docs.google.com/spreadsheets/d/1t7c6-XXCfQ5urxqRJ-GxZDZ0jG6g/edit#gid=1135493871>

Item #4: Brief Status Update on the CRS Regionalization in Santa Clara County Feasibility Study

Valley Water and its consultant, Tetra Tech, have completed the regionalization feasibility study. However, Valley Water has decided not to pursue a regionalization approach because it would not be possible to regionalize the entire program. We are looking for other ways to streamline our program while continuing to assist CRS communities.

Reminded all communities to use the county's 2023 Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) when pursuing Activity 510, Floodplain Management Planning (FMP) credit. Everyone was encouraged to stay updated on the county's MJHMP. It is essential to remind the County that CRS communities receive FMP for their 2023 MJHMP, and to maintain those credits, floodplain management, and CRS planning must be conducted in parallel.

Valley Water is no longer pursuing the multi-jurisdictional flood-centric plan we were considering for FMP credit.

Valley Water shared an update on our CRS Program. Like everybody else, we are constrained by resources and want to ensure we use our time and resources effectively. So, we are looking at ways to right-size our program and identify opportunities to improve it and make it more efficient. Due to this program evaluation, we will communicate if potential impacts are anticipated to any community.

Item #5: Review 2021 PPI 'Other New Initiatives' Identified in the 2021 PPI

These initiatives were suggested to be re-evaluated as part of the next PPI update to include only realistic initiatives to reduce the reporting requirements. As part of the update, the committee can discuss how best to word the initiatives to allow flexibility and creativity without being locked into specific commitments.

These initiatives do not improve our Activity 330 scores since most communities are already maxed out on the activity.

From page 66 of the 2021 PPI

1. Continue and expand the standardized flood message prepared for each community to include flood messages in utility bills each year, including PG&E. *Completed in FY25*
2. Expand partnerships with local chambers of commerce to disseminate and share flood preparedness information. This was discussed *at the March 26, 2025, meeting. We may reconsider this initiative as part of the PPI update in 2026.*
3. Expand on outreach to the Asian and Latino communities who live in flood-prone areas. *Identified an existing nexus with Valley Water’s Office of Civic Engagement (OCE), Office of Racial Equity, Diversity & Inclusion (REDI), and Office of Government Relations (OGR) programming, of which information share flood preparedness materials at various tabling events.*
4. Expand on outreach to “hot spot” flood-prone areas by hosting on-site or virtual events. *Provided link to Valley Water’s GIS Map of the Field Information Team (FIT) hotspots*
<https://tinyurl.com/scvwdfit>
5. Expand on reaching local homeowners associations (HOA) and apartment associations (e.g., Executive Council of Homeowners [ECHO]). This is too large a task to be carried out at this time.
6. Expand on reaching residents in marginal and low-income communities through partnering with organizations that reach these communities. *(i.e. Second Harvest Food Bank and others) Identified an existing nexus with Valley Water’s Office of Civic Engagement (OCE), Office of Racial Equity, Diversity & Inclusion (REDI), and Office of Government Relations (OGR) programs, which make every effort to reach out to marginal and low-income communities.*
7. Communities could pursue FEMA Matching Funds Grants for severe Repetitive Loss Areas. *Only a handful of CRS-participating communities in SC County have repetitive losses; this committee does not track whether these communities pursue grant funding opportunities.*
8. Review and expand other public information activities, such as Flood Protection Assistance (Activity 360) and Flood Insurance Promotion (Activity 370). *Valley Water’s January 2025 5-year cycle visit could potentially score additional points under Flood Protection Assistance. We will inform communities accordingly.*
9. Develop a regionwide Flood Response Program messaging plan. *Achieved by the County’s 2023 MJHMP.*

Item #6: Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 25 (Year 4: July 2024 to June 2025)

Action Item:

Deadline – May 30, 2025: Using this [Google Link](#), each community was requested to search (*under the ‘Project(s) Proposed to Support the Messages’ column, search by using their community’s abbreviation*) for their Outreach Project identified in Appendix A - CRS Creditable Outreach and Flood Response Projects by CRS Community, from Santa Clara County Multi-Jurisdictional PPI 2021, and update their community’s FY25 project accomplished.

All were reminded that no other information can be modified outside the **INPUT HERE ONLY** column. This was the information in the 2021 PPI that was presented and adopted. Any changes to outreach project descriptions should be reflected in the **INPUT HERE ONLY** column.

Timeline for Sharing the Annual Evaluation Report with Governing Bodies:

- June 2025: Valley Water will share with its Board of Directors through non-agenda and provide communities with the final copy as presented to Valley Water’s Board.
- July 2025: Communities share with their respective governing bodies as identified in the Final AER, *Table 2. How the 2021 PPI FY25 Annual Evaluation Report, Year 4 will be shared with the Community’s Governing Body.*
- August 2025: Final AER with a copy of the method shared with the governing body due to the Insurance Services Office (ISO).

Item #7: Activity 350 – Flood Protection Information, c. flood protection website

Reminded communities that their respective flood protection resource landing pages should redirect to floodsmart.gov, ready.gov, and valleywater.org/floodready.

Per the CRS Coordinator’s Manual (*page 350-7*), the community must:

- 1) The community **must check** the website’s links **monthly** and fix those that are no longer accurate.
- 2) **At least annually**, the community **must review** the content to ensure it is current and pertinent (e.g., correct names, addresses, phone numbers, and other contact information; update any ordinance changes, etc.).

Agenda Item #8: Next Meeting

Valley Water will share the 2024/2025 Get Flood Ready Campaign results and our FloodReady website redesign will be discussed at the May meeting.

Look for a Doodle Poll for May’s meeting.

Agenda Meeting
Santa Clara County CRS Users Group & Program for Public Information (PPI) Committee Meeting
 May 14, 2025 | 3:00 pm – 5:00 pm

Join Zoom Meeting

<https://valleywater.zoom.us/j/84803455188?pwd=c86WQRUGeU81AdSvaPzvNbWfgJUgil.1>

Meeting ID: 848 0345 5188 | Passcode: 044497 | +1 669 900 9128 US (San Jose)

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting to monitor the Implementation of the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information per Activity 330, Outreach Project, Element 332.c. Program for Public Information (PPI), Step 7 requirement

Outcome: 2021 PPI Annual Evaluation Report, FY25 Year 4 of 5

| Item | Meeting Topic | Presenter | Time |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------|
| 1. | Introductions Roll Call / Roster Updates | Amy Fonseca | 10 min |
| 2. | Review of the Meeting Goals and Agenda Review pending Action Items from this committee's 3/26/25 meeting (see attached) | Amy Fonseca | 10 min |
| 3. | Flood Awareness Survey 2025 Results Presentation <ul style="list-style-type: none"> ▪ FY25 Flood Awareness Campaign Results ▪ The launch of Valley Water's FY26 Annual Flood Awareness Campaign kicks off in October 2025. | Adam Probolsky Paola Reyes | 15 min 10 min |
| 4. | Valley Water Website Re-design: FloodReady landing page | Meghan Azralon | 15 min |
| 5. | Information Share: The 14 th Annual California Flood Preparedness Week (CFPW) will be held from October 18-25, 2025 The state's collaboration site has last year's messaging, graphics, risk communication tools, and ideas about events: https://sites.google.com/view/cfpw/home | Amy Fonseca | 5 min |
| 6. | Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Report, FY25 (Year 4: July 2024 to June 2025) <ul style="list-style-type: none"> ▪ Update the FY25 Project Accomplishments column for your community Google Link NOTE: Update <u>Input Here Only</u> column; Do Not edit anything else ▪ Communities' updates are due by next CRS Users Group/PPI Meeting or by the DEADLINE no later than May 30, 2025 (Friday) | Rene Moreno | 20 min |
| 7. | Valley Water CRS Program Updates | Amy Fonseca | 10 min |
| 8. | Other Items | Amy Fonseca | 5 min |
| 9. | Adjourn | | |

For questions, please contact Amy Fonseca at (408) 630-3005 (office) or (408) 691-8889 (cell)
 or afonseca@valleywater.org

**Pending Action Items from the
3/26/25 CRS Users Group / PPI Committee Meeting**

Item #3: Annual Review of CRS Communities Roster

Action Item:

Requested communities review and update the roster located here:

<https://docs.google.com/spreadsheets/d/1t7c6-XXCfQ5urxqRJ-GxZDZ0jG6g/edit#gid=1135493871>

Item #6: Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 25 (Year 4: July 2024 to June 2025)

Action Item:

Deadline – May 30, 2025: Using this [Google Link](#), each community was requested to search (*under the ‘Project(s) Proposed to Support the Messages’ column, search by using their community’s abbreviation*) for their Outreach Project identified in Appendix A - CRS Creditable Outreach and Flood Response Projects by CRS Community, from Santa Clara County Multi-Jurisdictional PPI 2021, and update their community’s FY25 project accomplished.

All were reminded that no other information can be modified outside the **INPUT HERE ONLY** column. This was the information in the 2021 PPI that was presented and adopted. Any changes to outreach project descriptions should be reflected in the **INPUT HERE ONLY** column.

Timeline for Sharing the Annual Evaluation Report with Governing Bodies:

- June 2025: Valley Water will share with its Board of Directors through non-agenda and provide communities with the final copy as presented to Valley Water’s Board.
- July 2025: Communities share with their respective governing bodies as identified in the Final AER, *Table 2. How the 2021 PPI FY25 Annual Evaluation Report, Year 4 will be shared with the Community’s Governing Body.*
- August 2025: Final AER with a copy of the method shared with the governing body due to the Insurance Services Office (ISO).

Santa Clara County CRS Users Group / PPI Committee Meeting
Attendance Sheet
May 14, 2025 | 3:00 - 5:00pm | Zoom

| Name | Community |
|-------------------|-----------------------|
| Jennifer Chu | City of Cupertino |
| Jorge Duran | City of Gilroy |
| Harun Musaefendic | City of Los Altos |
| Vency Woo | City of Los Altos |
| Jeremy Wu | City of Milpitas |
| Elizabeth Koo | City of Milpitas |
| Jeremy Wu | City of Milpitas |
| Maria Angeles | City of Morgan Hill |
| Lauren Cody | City of Mountain View |
| Renee Gunn | City of Mountain View |
| Rajeev Hada | City of Palo Alto |
| Brandon Coco | City of Santa Clara |
| Christian Tran | City of Santa Clara |
| Darrell Wong | Santa Clara County |
| David Dorcich | Santa Clara County |
| Vivian Tom | City of San Jose |
| Gina Newbold | City of Sunnyvale |
| Tamara Davis | City of Sunnyvale |
| Amy Fonseca | Valley Water |
| Emily Zedler | Valley Water |
| Kristen Yasukawa | Valley Water |
| Liang Xu | Valley Water |
| Merna Leal | Valley Water |
| Rene Moreno | Valley Water |

Agenda Meeting
Santa Clara County CRS Users Group & Program for Public Information (PPI)
Committee Meeting Notes

May 14, 2025 | 3:00 pm – 5:00 pm

Item #1: Introductions/ Roll Call/ Roster Updates

Attendees were introduced (*see the attached attendance sheet*) and informed that the meeting was being recorded to create meeting minutes and track attendance.

Amy Fonseca reminded the group to update the CRS Users Group roster if they haven't already done so.

Item #2: Review of the Meeting Goals and Agenda

- The main objective of the meeting is as follows:
 - Fulfill the requirements for CRS PPI credit as per the CRS Coordinator's Manual by initiating the reporting process of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report (AER) for FY25 (Year 4: July 2024 to June 2025).
- Reviewed pending "Action Items" from the committee's March 26, 2025, meeting.

Item #3: Annual Review of CRS Communities Roster

Action Item:

Requested communities review and update the roster located here:

<https://docs.google.com/spreadsheets/d/1t7c6-XXCfQ5urxqRJ-GxZDZ0jG6g/edit#gid=1135493871>

Item #6: Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 25 (Year 4: July 2024 to June 2025)

Action Item:

See details on Item #6 of the 5/14/25 Meeting Agenda

Item #3: Flood Awareness Survey 2025 Results Presentation

- **FY25 Flood Awareness Campaign Results**
 - Paola Reyes (Valley Water, Public Information Representative) reviewed the FY25 Flood Awareness Campaign results. The group was informed that this information will be in the 2021 PPI Annual Evaluation Report for FY25.
 - Campaign goals were flood awareness, flood preparedness, and access.

- **Awareness:** Educate FEMA-designated Special Flood Hazard Areas (SFHAs) residents and businesses about their flood risks and mitigation strategies.
 - **Preparedness:** Empower residents to take preventative actions, including knowing their flood risk, signing up for emergency alerts, and knowing where to find free sandbags.
 - **Access:** Provide multilingual resources and technologies to connect diverse communities with flood safety information, including the innovative Valley Water’s Surface Water Data Portal. When extreme weather strikes, residents can know if their home is at risk of flooding by visiting alert.valleywater.org for the latest information on local creeks and reservoir water levels.
- Adam Probolsky gave a presentation overviewing the FY25 Flood Awareness Survey results. The group was informed that the FY25 flood awareness campaign results are available upon request and were asked to contact any member of Valley Water's CRS Program Team.
- **The launch of Valley Water’s FY26 Annual Flood Awareness Campaign kicks off in October 2025**

Paola Reyes shared that we reduced the number of mailers sent to those in the FEMA-designated Special Flood Hazard Area from four to three. As indicated in the flood survey results, the number of people recalling the mailers slightly decreased, so we may consider using a fourth mailer in the future.

She also shared that as the FY26 campaign is being developed, the idea is to focus on the following three topics: 1) Turn around, don’t drown; understanding shallow flooding; 2) How to prepare sandbags; and 3) Downloading disaster emergency apps. Paola shared Valley Water’s Communications’ creative approach for next year’s campaign.

Renee Gunn from the City of Mountain View mentioned that at their tabling events, it’s been more effective to focus on emergency preparedness rather than specifically on flood preparedness. That seemed to resonate more with people, as emergency preparedness for all disasters, including floods, earthquakes, mudslides, power outages, etc., affects everyone, but flooding specifically, not necessarily.

Merna Leal mentioned that the timeline graphic of historical floods after drought seemed to really impact people at tabling events in which Valley Water has participated. The suggestion is to continue updating the timeline graphic, making it available on Valley Water’s website, and sharing it with the cities and counties for their websites.

Item #4: Valley Water Website Re-design: FloodReady landing page

- Megan Azralon (Valley Water, Public Information Representative) provided an update on the Valley Water website redesign, highlighting upcoming improvements to make flood and emergency information easier to find. She shared a preview of the new homepage layout. Key features include a reorganized menu, customizable highlight sections, quick links, an interactive map for sandbag locations and flood alerts, and integration of campaign visuals. The updated design will improve accessibility and user experience, with full language translation support. Feedback on layout and content is welcome.

Action Item:

Provide feedback on Valley Water's website redesign to MAzralon@valleywater.org.

Item #5: Information Share: The 14th Annual California Flood Preparedness Week (CFPW) will be held from October 18-25, 2025

Attendees were reminded of the state's collaboration site for the upcoming flood season's CFPW. The state's website has last year's messaging, graphics, risk communication tools, and ideas about events: <https://sites.google.com/view/cfpw/home> and <https://water.ca.gov/Flood-Prep-Week>

We discussed the importance of communities participating in the state-led CFPW effort as agencies throughout the state participate and share information on invaluable available resources. This is of great importance given that beginning in FY2, Valley Water will likely no longer provide the cities/county with flood readiness promotional/giveaway items. Materials from Valley Water's annual flood awareness campaign will continue to be made available to the cities/counties.

Action Item:

Contact the California Department of Water Resources with questions about CFPW and/or to request that your agency be added to the state's distribution list.

- Nikki Blomquist, Program Coordinator: Nikki.Blomquist@water.ca.gov
- Jason Ince, Public Affairs: Jason.Ince@water.ca.gov

Item #6: Complete Development of the 2021 Multi-Jurisdictional Program for Public Information (PPI) Annual Evaluation Report, FY 25 (Year 4: July 2024 to June 2025)

Deadline – May 30, 2025: Using this [Google Link](#), each community was requested to search (*under the 'Project(s) Proposed to Support the Messages' column, search by using their community's abbreviation*) for their Outreach Project identified in Appendix A - CRS Creditable Outreach and Flood Response Projects by CRS Community, from Santa Clara County Multi-Jurisdictional PPI 2021, and update their community's FY25 project accomplished.

All were reminded that no other information can be modified outside the **INPUT HERE ONLY** column. This was the information in the 2021 PPI that was presented and adopted. Any changes to outreach project descriptions should be reflected in the **INPUT HERE ONLY** column.

Timeline for Sharing the Annual Evaluation Report with Governing Bodies:

- June 2025: Valley Water will share with its Board of Directors through non-agenda and provide communities with the final copy as presented to Valley Water’s Board.
- July 2025: Communities share with their respective governing bodies as identified in the Final AER, *Table 2. How the 2021 PPI FY25 Annual Evaluation Report, Year 4 will be shared with the Community’s Governing Body.*
- August 2025: Final AER with a copy of the method shared with the governing body due to the Insurance Services Office (ISO).

Action Item:

Submit your agency’s updates of [CRS Creditable Outreach and Flood Response Projects by CRS Community \(Appendix A of the 2021 Multi-Jurisdictional Program for Public Information \[PPI\]\)](#) no later than, Friday, May 30, 2025.

Item #7: Valley Water CRS Program Updates

- Valley Water has led CRS as a ‘fictitious community’ since 1998.
 - Federal changes, rising workload, and limited resources have made this voluntary role unsustainable.
- Valley Water is looking into transitioning to a supportive partner role (*not a direct participant*).
 - Working with a consultant to determine the transition plan and details.
- Impact on CRS Communities
 - Cities would work directly with FEMA/ISO for CRS administration and technical support.
- Continued Valley Water Support:
 - Channel maintenance docs (*Activity 540*)
 - Documentation for Valley Water CRS-creditable activities upon request
 - Lead PPI through April 2026
 - Post-2026 Valley Water may no longer participate in PPI for CRS purposes but would continue with our annual flood prep campaign, which could still be eligible for CRS credit.
 - Cities would need to determine how they would like to manage their own/multi-jurisdictional PPI and credit verification.
- Valley Water is also looking to amend the consultant’s contract to help CRS communities with the transition.
- We are open to feedback; email or call Amy with questions or concerns.
- Formal notice will be sent to the cities once decisions are made, and the transition plan is ready.

Action Item:

Send any comments/concerns to CRSProgram@valleywater.org and copy AFonseca@valleywater.org and MLeal@valleywater.org.

Item 8: Activity 350 – Flood Protection Information, c. flood protection website

Reminded communities that their respective flood protection resource landing pages should redirect to floodsmart.gov, ready.gov, and valleywater.org/floodready.

Per the CRS Coordinator’s Manual (*page 350-7*), the community must:

- 1) The community **must check** the website’s links **monthly** and fix those that are no longer accurate.
- 2) **At least annually**, the community **must review** the content to ensure it is current and pertinent (e.g., correct names, addresses, phone numbers, and other contact information; update any ordinance changes, etc.).

Action Item:

Each agency is requested to review/update their organization’s flood protection resources landing pages as indicated above.

Item #9: Other Items

Internal change to Valley Water’s CRS Program; transferring from Office of Civic Engagement to Watersheds.



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2022-03, The Cottages - Tract 10582

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Approve the Notice of Acceptance of Completion, and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2022-03, The Cottages Development - Tract 10582.

EXECUTIVE SUMMARY

Approve the Notice of Acceptance of Completion and Reduction of the Faithful Performance and Payment Security Bonds for Property Improvement Agreement No. 2022-03, The Cottages Development - Tract 10582. On and off-site improvements have been completed and the Developer is seeking reduction in the performance bonds per Gilroy City Code.

BACKGROUND

In August 16, 2021, D.R. Horton Bay, Inc. (Developer), received Tentative Map approval for The Cottages residential project, to create 29 single-family residential lots located on 9160 Kern Ave. [Reference: Resolution No. 2021-46, TM 20-06]. The approvals were to construct streets, utilities, landscaping, lighting, fences, walls, and open space areas.

On September 19, 2022, D.R. Horton Bay, Inc. received Council approval of the Tract 10582 Final Map and the Property Improvement Agreement 2022-03 for the development of the site and related Public Improvements for The Cottages subdivision.

The developer has paid plan check and inspection fees and submitted bonding and insurance for the above-referenced Property Improvement Agreement and Tract Map.

ANALYSIS

Chapter 21, Article III, Section 21.81 of the Gilroy City Code allows the City Council to authorize a reduction in the payment and performance bonds that the builder provided prior to the Property Improvement Agreements being accepted by Council. The amount of the bond reduction is consistent with the amount of work completed at the time of the request. A Maintenance Bond in the amount of 10% of the construction cost ensures that defective or damaged improvements will be corrected during the one-year maintenance warranty period. The project's actual improvement costs have been reviewed to ensure that the Maintenance Security amount covers any anticipated issue with the installed improvements.

The developer, D.R. Horton Bay, Inc, requests a reduction of Tract 10582 Faithful Performance and Payment Bonds to a Maintenance Bond. This Maintenance Bond is 10% of the bond's value for the Tract improvements bond, reducing it for Tract 10582 from the original \$1,874,275 to \$187,427. The original security provided for 100% of the estimated construction cost and payment for tract improvements, which consist of new streets, grading, curb, gutter, sidewalk, utilities, landscape, electrical lighting, utility storm, water, and sewer.

The project is fully complete, and the Notice of Completion document is ready for acceptance and recordation with Santa Clara County. Attachment 3 contains the Notice of Completion.

ALTERNATIVES

Council may deny the request to approve the Notice of Acceptance and reduction of bonds. However, the developer has completed all improvements per the approved Property Improvement Agreement No. 2022-03. Staff does not recommend this alternative as it will impose unnecessary delay for the site's development.

FISCAL IMPACT/FUNDING SOURCE

There is no net impact to the General Fund. The developer has paid plan check and inspection fees and submitted bonding and insurance for the above-referenced Property Improvement Agreement and Tract Map. The Faithful Performance and Payment Bonds held as security would be reduced from the original \$1,874,275 to \$187,427.

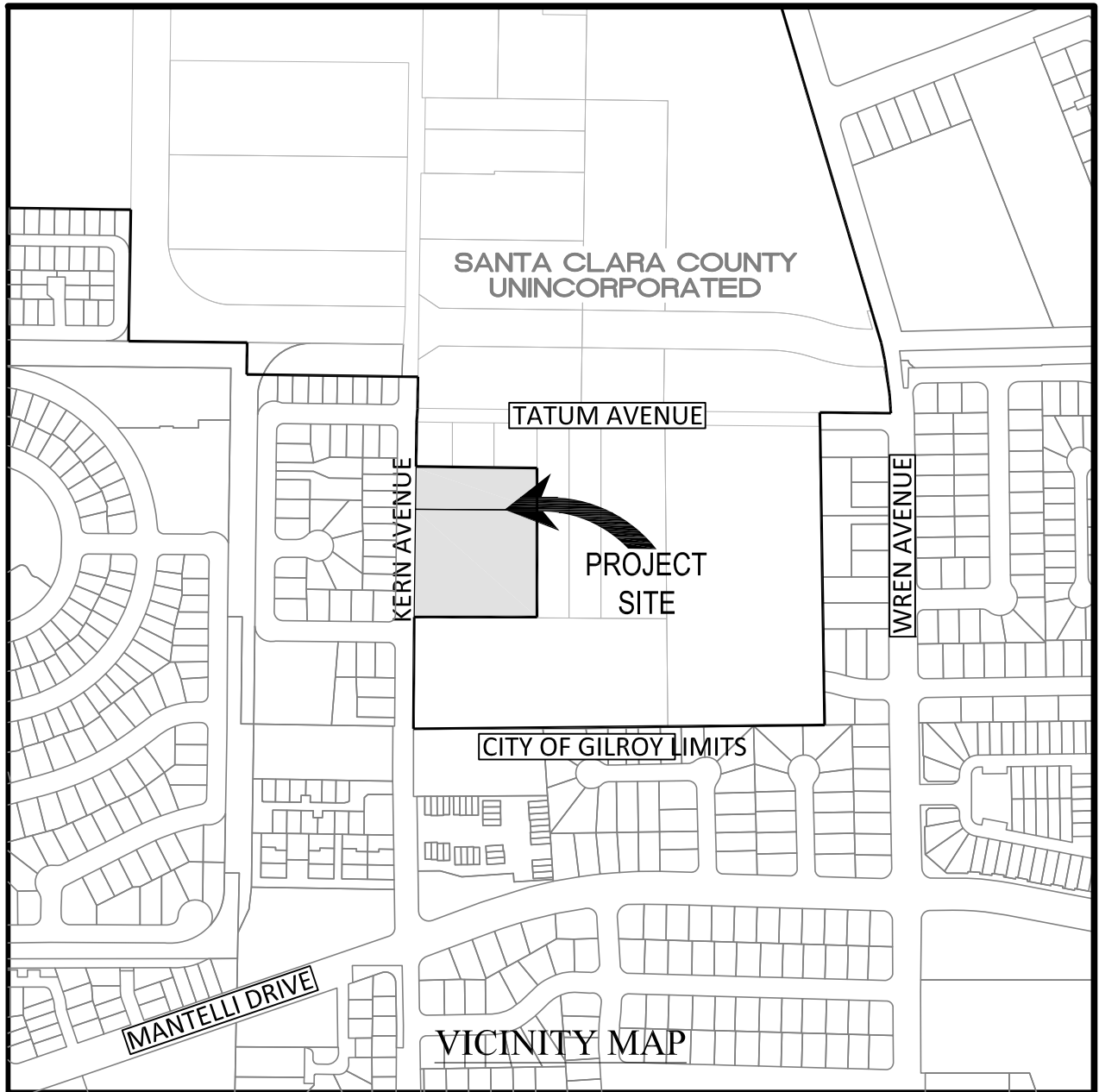
PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. Fig 1 Vicinity Map
2. Fig 2 Cottages NOC
3. Fig 3 Cottages PIA

Exhibit A - Vicinity Map



RECORDING REQUESTED BY:
City of Gilroy

WHEN RECORDED MAIL TO:
Shawna Freels
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

NOTICE OF ACCEPTANCE OF COMPLETION

NOTICE IS HEREBY GIVEN that work agreed to be performed under the property agreement between the City of Gilroy, a municipal corporation, whose address is 7351 Rosanna Street, Gilroy, CA 95020, and the Contractor mentioned below who developed said project, was accepted as completed by the City of Gilroy on the .

Project No.: Property Improvement Agreement No. 2022-03, The Cottages Tract 10582
Contractor Name: D.R. Horton Bay, Inc.,
Contractor Address:
Surety on Contract:
Location of Project: Tract 10582, The Cottages
Description of Work: Tract Improvements
Interest of City: x Owner in Fee; Vendee under Agreement to Purchase; Lessee;
 x Owner of Easements; Holder of License; x Owner of Streets;
 x Owner of Utilities, Water, Sewer, Storm Systems

Owner's Name: City of Gilroy

Work Done: New streets and utilities including, grading, paving, sidewalks, joint trench, lighting, landscape, storm, sewer, and water. _____

This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

The undersigned declares:

That he is an officer of the City of Gilroy, that he has read the foregoing Notice of Acceptance of Completion and knows the contents thereof; and that the same is true of his own knowledge, except as to those matters that he believes it to be true.

I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Gilroy, County of Santa Clara, State of California on June 2, 2025.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

CITY OF GILROY
BY _____
Jorge Duran

TITLE Land Development Engineer.

This document is for the benefit of the City of Gilroy. Request for Recordation without fee is made in accordance with Section 27383 of the Government Code of the State of California.

RECORDING REQUESTED BY:)
)
City of Gilroy)
)
)
)
)
WHEN RECORDED, MAIL TO:)
Shawna Freels, City Clerk)
City of Gilroy)
7351 Rosanna Street)
Gilroy, CA 95020)

RECORDED WITHOUT FEE PER CALIFORNIA GOVERNMENT CODE SECTION 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

NOTICE OF ACCEPTANCE OF COMPLETION

PROPERTY IMPROVEMENT AGREEMENT NO. 2022-03
PROJECT NAME - Tract 10582, The Cottages
DEVELOPER NAME : D.R. Horton Bay, Inc.,

SEPARATE PAGE PURSUANT TO GOVERNMENT CODE SECTION 27361.6

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

City Clerk
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property Improvement Agreement No. 2022-03
THE COTTAGES – Tract 10582
APN: 790-17-002, 003

D.R. Horton Bay, Inc., a Delaware Corporation

PROPERTY IMPROVEMENT AGREEMENT
RESIDENTIAL

AGREEMENT FOR IMPROVEMENT OF STREETS AND
OTHER PUBLIC WORKS FACILITIES
Property Improvement Agreement No. 2022-03

This Property Improvement Agreement (“Agreement”) is made and entered into this 19 day of September, 2022, by and between the City of Gilroy, a municipal corporation, herein called the “City,” and D.R. Horton Bay, Inc., a Delaware Corporation, herein called the “Developer”.

WHEREAS, a final map of subdivision, record of survey or building permit (Site Clearance) application has now been submitted to the City for approval and acceptance, covering certain real estate and property improvements known as and called: The Cottages, APN: 790-17-002, 003, a legal description of which is attached hereto and incorporated herein as Exhibit “A” (the “Property”), and as described in the project improvement plans entitled The Cottages Tract 10582 shown as Exhibit B.

WHEREAS, the Owner is the fee owner of the Property and requires certain utilities and public works facilities in order to service the Property under the minimum standards established by the City and,

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement and,

WHEREAS, the City has certain responsibilities for maintenance and operation of such utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, general plant and appurtenances, and the City is agreeing to discharge those responsibilities, provided that Developer has faithfully and fully complied with all of the terms, covenants, conditions to be performed by Developer pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions and Regulations and established policies of the City and the laws of the State of California and the United States of America it is agreed by and between the parties as follows:

SECTION 1

That all Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out at length herein. Said Codes, Ordinances, Resolutions, Rule and Regulations include, but are not limited to, the following: the Code of the City of Gilroy, the current Zoning Ordinance, and the currently adopted Uniform Building Code.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of said Codes, Ordinances, Resolution, Rules and other Regulations and established

policies of the City and the laws of the State of California and the United States of America, including without limitation, the California Labor Code and California Public Contract Code. Developer further agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States of America, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage laws.

- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to the Property necessary for the City in order that its water, electricity, and/or sewer lines in or to said Property may be extended.
- c. To indemnify, defend with counsel of City's choice and hold the City free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorneys' fees) incurred by City in connection with (i) any damage done to any utility, public facility or other material or installation of the City on said Property which the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, shall do in grading or working upon said Property; or (ii) arising or resulting directly or indirectly from any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property.
- d. To construct and improve all public works facilities and other improvements described in this Agreement and the improvement plans submitted to the City of Gilroy entitled The Cottages Tract 10582 shown as Exhibit B in furtherance of this Agreement on file with the City of Gilroy. All construction and improvements shall be completed in accordance with all standards established in the Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America and this agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer. Developer shall furnish two good and sufficient bonds, a Payment Bond on a form provided by the City and a Faithful Performance Bond, both of which shall be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement, and shall secure payment to City and the Developer of any loss due to the default of the contractor or its inability or refusal to perform its contract. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the improvements by Developer and acceptance of the improvements by City, to guarantee the repair and replacement of defective material and faulty workmanship. Upon completion of the improvements by Developer and acceptance of the improvements by City, Developer may substitute for the performance bond securing maintenance described above, a separate maintenance bond issued by an admitted surety in the amount of ten percent (10%) of the total contract price of the improvements (provided that the amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year maintenance period.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally

indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Simultaneously with the submission of its building permit application (Site Clearance), the Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurance's website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Santa Clara that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

- e. Except as otherwise expressly provided in this Agreement, all plan check and inspection fees which are payable by Developer pursuant to the attached comprehensive fee schedule are due and payable to the City prior to Council approval of the final map of the subdivision. Upon approval of the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all other sums payable by Developer pursuant to the attached comprehensive fee schedule.
- f. At all times during the term of this Agreement and until the improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance with limits of not less than 100% of the estimated value of the improvements to be constructed by Developer pursuant to this Agreement.

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as an additional insured and the insurance specified in (c) shall name City as a loss payee, and shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement or actually carried by Developer in connection with the work described in this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

SECTION 3

That all the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed to City's satisfaction within one year from and after the date and year of this Agreement first above written. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property.

SECTION 4

That the faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any monies due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under applicable laws or the Codes, Ordinances, Resolutions, Rules and Regulations of the City, in the event of any such default by Developer.

SECTION 5

That this Agreement, including without limitation the general stipulations outlined in Section 6 below, is an instrument affecting the title or possession of the real property and runs with the land. Except as expressly provided in the second sentence of Item 29 of the general stipulations set forth in Section 6 below (relating to the payment of reimbursement to the original Developer named in this Agreement), all the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns and all subsequent fee owners of the Property. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.

SECTION 6

1. That the following general stipulations shall be completed subject to the approval of the Public Works Director/City Engineer.
2. The Project shall comply with all Tentative Map conditions and applicable mitigation measures as contained in City Council Resolution 2021-46 (TM 20-06 approval).
3. All work within the public right-of-way shall be subject to the approval of the City Engineer.
4. The Developer shall perform all work in compliance with the City of Gilroy Specifications Standards Design Criteria, and is subject to all laws of this community by reference. Street improvements and the design of all storm drainage, sewer lines, and all street sections shall be in accordance with City Standards Plans and shall follow the most current City Master plan for streets and each utility.
5. The developer shall defend, indemnify, and hold harmless the City, its City Council, Planning Commission, agents, officers, and employees from any claim, action, or proceeding against the City or its City Council, Planning Commission, agents, officer, and employees to attack, set aside, void, or annul an approval of the City, City Council, Planning Commission, or other board, advisory

agency, or legislative claim, action, or proceeding against it, and will cooperate fully in the defense. This condition is imposed pursuant to California Government Code Section 66474.9.

6. No building permit shall be issued in connection with this project if the Owner or Developer of such development (i) is not in compliance with the City's Residential Development Ordinance (City Zoning Ordinance Sections 50.60 et seq.) referred to as the RDO, any conditions of approval issued in connection with such development or other City requirements applicable to such development; or (ii) is in default under any agreement entered into with the City in connection with such development pursuant to the RDO. The project must also comply with any of condition of exemption granted from the RDO, including but not limited to time limits in obtaining City approvals and completion of construction of the dwelling units.
7. The City shall be notified at least two (2) weeks prior to the start of any construction work and at that time the contractor shall provide a project schedule and a 24-hour emergency telephone number list.
8. At least three weeks prior to commencement of work, the developer shall post the site and mail to owners of property within (500') five hundred feet of the exterior boundary of the project site, to the homeowner associations of nearby residential projects and to the Engineering Division, a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.
9. If the developer proposes to phase construction with building occupancy, the developer shall create, for City Engineer approval prior to first occupancy, a construction staging plan that addresses the ingress and egress location for all construction vehicles, parking and material storage area separate from occupied residential units.
10. If applicable, locate and properly dispose of any wells, septic tanks and underground fuel storage facilities.
NOTE: The capping of any well will require inspection by the Santa Clara Valley Water District.
11. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is completed with a minimum interruption to traffic.
12. All work shall be coordinated so that the existing residents on all adjacent streets have access to their properties.
13. Before construction utilizing combustible materials may proceed, an all-weather access must be provided to within 150 feet of the building site; and at least one in service fire hydrant must be available within 150 feet of each portion of the site wherein this construction is to take place. Location of the fire hydrants will be determined by the Fire Chief.
14. A complete construction schedule, which shall include a detailed phasing plan (including traffic control for each proposed phase), shall be submitted and approved by the City Engineer prior to start of construction. Any deviation from the approved construction schedule and phasing plan shall be coordinated with the City Engineer. Deviating from the approved construction schedule and phasing plan without prior coordination with the City Engineer may prolong issuance of further building permits.

- (a) Upon request by the City Engineer, the developer shall provide information for public outreach purposes, which may include maps and schedules for each phase of construction.
15. One hard copy and electronic copy of the approved/stamped PG&E Joint Trench Composite Plans shall be submitted to the Engineering Division for approval. The Developer will not be allowed to commence joint trench work "at-risk" without PG&E and City approval. The Developer assumes responsibility for any required redesign, and all costs associated with the redesign and additional city review resulting from final PG&E-approved joint trench plans. Design revisions and ultimate joint trench construction shall be completed to the satisfaction of the City Engineer.
16. The developer shall obtain the required Habitat Conservation Plan (HCP) Permit and pay the applicable fees prior to the issuance of a grading permit or improvement plan approval.
17. Site preparation and fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy stating that all site preparation and fill construction meets the requirements of the geotechnical investigation. This shall be subject to review and approval by the Building Division. [CBC]
18. All grading operations and soil compaction activities shall be per the approved soils report and shall meet with the approval of the City Engineer.
19. New and existing utility lines, appurtenances, and associated equipment, including but not limited to electrical transmission, street lighting, and cable television shall be required to be placed underground. [Municipal Code Section 21, Article V]
20. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays. Saturday 9:00 a.m. to 7:00 p.m and only with approval by the City Engineer and if City inspection services are available. Saturday work, if approved, will also require additional inspection overtime fees. No work shall be done on Sundays and City Holidays. The City Engineer will apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.
21. Any damage resulting from project construction operations to existing city infrastructure on or adjacent to the subject property shall be repaired to the satisfaction of the City Engineer, at the full expense of the developer/contractor. This shall include slurry seal, overlay, street reconstruction, and repair to curb, gutter and sidewalk, driveway approach if reasonably deemed warranted by the City Engineer.
22. This project is subject to post-construction stormwater quality requirements per Section 27D of the Gilroy Municipal Code.
23. Storm water BMP Operation and Maintenance Agreement
 - (a) Prior to the issuance of any building permit requiring stormwater management BMPs or as otherwise determined by the City Engineer, the owner(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.

- (b) This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
- (c) This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
- (d) All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
- (e) Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
- (f) The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.

24. Stormwater BMP Inspections will be required for this project and shall adhere to the following:

- (a) The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a knowledgeable third party.
- (b) Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:

1. Site address;
2. Date and time of inspection;
3. Name of the person conducting the inspection;
4. List of stormwater facilities inspected;
5. Condition of each stormwater facility inspected;
6. Description of any needed maintenance or repairs; and
7. As applicable, the need for site re-inspection.

25. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.

26. A minimum of one exterior monument shall be set. Additional monuments can be required by the City Engineer or City Surveyor as deemed necessary. Location of monuments shall be tied out prior to work.

27. In accordance with the California Professional Land Surveyors' Act (Business and Professions Code) Chapter 15 Sections 8771 and 8725, California Penal Code 605, and California Government Code 27581, the developer, their employees, subcontractors, and/or any person performing construction activities that will or may disturb an existing roadway/ street monument, corner stake, or any other

permanent surveyed monument shall show all current monuments on the plans and shall ensure that a Corner Record and/or Record of Survey are filed with the County Surveyor Office prior to disturbing said monuments. All disturbed or destroyed monuments shall be reset and filed in compliance with Section 8771 at the developer's sole expense.

28. Bonding as required by section 2.d of this agreement will be accepted for the proposed improvements for an amount of \$1,874,275 as shown on the attached Cost Estimate spreadsheet.
29. If there are any reimbursements payable to the Developer, they must be specifically identified in this Agreement. Any such reimbursements shall be payable to the original Developer named in this Agreement above, and shall not inure to the benefit of any subsequent owners of all or any portion of the Property. All reimbursements payable to Developer shall be subject to the City's reimbursement policies and ordinances in effect from time to time, including without limitation any expiration dates identified in such policies and ordinances. Such reimbursement shall be solely contingent upon the availability of the City's Traffic Impact Fee Funds and in no case shall the reimbursement be paid beyond ten (10) years after the execution of the Agreement. In addition to any other conditions, requirements and limitations set forth in the City's reimbursement policies and ordinances from time to time, (i) in no event shall any reimbursements be payable to Developer if City determines in its sole and absolute discretion from time to time that there are not sufficient reserves then on hand in the specific reimbursement fund from which Developer's reimbursement is payable, over and above any amounts anticipated to be required to be expended from such reimbursement fund, which reserves, at a minimum, are equal to at least half of the remaining average yearly anticipated expenditures of such reimbursement fund as determined by City from time to time; (ii) City may, in its sole and absolute discretion, make partial reimbursement payments to Developer in yearly increments, as determined by City; and (iii) City may defer payments in any given year if projects deemed by City to be of high importance are determined by City, in its sole and absolute discretion, to be warranted or necessary, and the funds in such reimbursement fund are designated by the City for use on such projects of high importance.

SECTION 7

That the attached Development Cost Schedule enumerates all fees and their extensions.

1. TOTAL AMOUNT DUE CITY **\$ 146,068.06**

CITY OF GILROY

DEVELOPER

D.R. Horton Bay, Inc

By: _____

By:  _____

Jimmy Forbis
City Administrator

Name: CITRIS ZEBELERS

Date: _____

Title: Director of Entitlements and
Forward Planning

Date: 8/24/22

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

EXHIBIT A

Real property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

BEGINNING AT A POINT IN THE CENTER LINE OF KERN AVENUE, 40 FEET WIDE, DISTANT THEREON S 0 DEG. 07' 30" W 267.50 FEET FROM A BURIED IRON PIPE AT THE POINT OF INTERSECTION OF SAID CENTER LINE OF KERN AVENUE WITH THE CENTER LINE OF TATUM AVENUE, 40 FEET WIDE, SAID POINT OF BEGINNING ALSO BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY JESS J. FORD AND ELLEN C. FORD, HIS WIFE, TO LUTHER D. FORD, BY DEED DATED MARCH 15, 1948 AND RECORDED MARCH 16, 1949 IN BOOK 1758 OF OFFICIAL RECORDS AT PAGE 523, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG SAID CENTER LINE OF KERN AVENUE, S 0 DEG. 07' 30" W 316.50 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN 10 ACRE TRACT OF LAND CONVEYED BY M.E. THOMAS TO JESS J. FORD AND ELLEN C. FORD, HIS WIFE, BY DEED DATED OCTOBER 18, 1946 AND RECORDED OCTOBER 21, 1946 IN BOOK 1411 OF OFFICIAL RECORDS AT PAGE 35, SANTA CLARA COUNTY RECORDS; THENCE LEAVING KERN AVENUE AND RUNNING ALONG THE SOUTHERLY LINE OF SAID 10.00 ACRE TRACT OF LAND, E 381.16 FEET TO A 3/4 INCH IRON PIPE AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY JESS J. FORD AND ELLEN C. FORD, HIS WIFE, TO GENE A. ARTMAN AND LOUISE ARTMAN, HIS WIFE, BY DEED DATED MAY 31, 1947 AND RECORDED JULY 10, 1947 IN BOOK 1439 OF OFFICIAL RECORDS AT PAGE 329, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO GENE A. ARTMAN, ET UX, N. 1 DEG. 31' W. 316.61 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND CONVEYED TO LUTHER D. FORD, HEREINABOVE REFERRED TO; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND CONVEYED TO LUTHER D. FORD, W. 372.07 FEET TO THE POINT OF BEGINNING, AND BEING PORTIONS OF LOT 39 AND 42, AS LAID DOWN, DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF JAS. A. CLAYTON & CO'S. SUBDIVISION OF LAS ANIMAS RANCH LOT NO. 31 AND A PART OF LOS ANIMAS RANCH LOT NO. 30, BEING A PART OF THE LAS ANIMAS RANCHO, SANTA CLARA COUNTY, CALIFORNIA", AND WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 8, 1926 IN BOOK "V" OF MAPS, AT PAGES 1 AND 2.

APN: 790-17-002

PARCEL TWO:

BEGINNING AT A POINT IN THE CENTER LINE OF KERN AVENUE, DISTANT THEREON S. 0° 07' 30" W. 150.00 FEET FROM THE POINT OF INTERSECTION OF SAID CENTER LINE OF KERN AVENUE WITH THE CENTER LINE OF TATUM AVENUE, AS SAID AVENUE ARE SHOWN UPON THE MAP HEREINAFTER REFERRED TO, SAID POINT OF BEGINNING ALSO BEING THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY JESS J. FORD, ET UX, TO B.R. LILES BY DEED DATED MARCH 15, 1948 AND RECORDED MARCH 16, 1948 IN BOOK 1758 OF OFFICIAL RECORDS, PAGE 523, SANTA CLARA COUNTY RECORDS; THENCE PARALLEL WITH SAID CENTER LINE OF TATUM AVENUE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO LILES AND ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY JESS J. FORD, ET UX, TO NEWTON D. FORD, ET UX, BY DEED DATED MARCH 15, 1948 AND RECORDED MARCH 7, 1949 IN BOOK 1754 OF OFFICIAL RECORDS, PAGE 586, SANTA CLARA COUNTY RECORDS, AND THE EASTERLY PROLONGATION OF THE LAST MENTIONED SOUTHERLY LINE, EAST 368.72 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND CONVEYED BY JESS J. FORD, ET UX, TO GENE A. ARTMAN, ET UX, BY DEED DATED MAY 31, 1947 AND RECORDED JULY 10, 1947 IN BOOK 1439 OF OFFICIAL RECORDS, PAGE 319, SANTA CLARA COUNTY RECORDS; THENCE ALONG SAID LAST MENTIONED LINE, S. 1° 31' E. 117.54 FEET; THENCE PARALLEL WITH SAID CENTER LINE OF TATUM AVENUE, WEST 372.09 FEET TO SAID CENTER LINE OF KERN AVENUE; THENCE ALONG SAID CENTER LINE OF KERN AVENUE, N. 0° 07' 30" E. 117.50 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOTS 39 AND 42 AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF LOTS 39 AND 42 AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF

JAS A. CLAYTON & CO'S SUBDIVISION OF LAS ANIMAS RANCH LOT NO. 31, AND A PART OF LAS ANIMAS RANCH LOT NO. 30, BEING A PART OF THE LAS ANIMAS RANCHO, SANTA CLARA COUNTY, CALIFORNIA", WHICH SAID MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 8, 1926 IN BOOK "V" OF MAPS, AT PAGES 1 AND 2.

APN: 790-17-003



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the Final Map and Property Improvement Agreement No. 2025-02 for Royal Way Development, Tract 10634

Meeting Date: July 28, 2025

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted by: John Doughty, Public Works Director

Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Approve the Final Map and Property Improvement Agreement No. 2025-02 for Royal Way Development, Tract 10634, APN's 799-44-093, -094, -095, -096, -097, -098, -101, -109, and -110.

EXECUTIVE SUMMARY

Lennar Homes of California, LLC acquired Tentative Map (TM 21-04), a 45-unit townhome project located at the terminus of Royal Way. The owner has completed the design of all on-site improvements, and the City's contract land surveyor has approved the off-site improvements and the final map. A Project Improvement Agreement (PIA) has been prepared, and the required performance sureties have been submitted.

It is recommended that the City Council approve the PIA and Final Map for Tract No. 10634.

BACKGROUND

On November 21, 2022, the City Council of the City of Gilroy approved tentative map TM 21-04, granting Michael Cady, Third Millennium Partners, and property owner Paul Sanders, TMP Royal Way, LLC to develop an approximate 3.37 acre site into 45 townhomes and associated private streets that will be maintained by the Homeowners'

Association on property located East of Gilroy High School, between Royal Way and the Uvas Creek Trail (APN#799-44-093, -094, -095, -096, -097, -098, -101, -109, and -110), [Reference: Resolution No. 2022-87, TM 21-04].

The property has been purchased and is now owned by Lennar Homes of California, LLC, a California limited liability company.

ANALYSIS

Lennar Homes of California, LLC is requesting approval of Tract 10634, Royal Way Final Map, and entering into a Property Improvement Agreement with the City for the construction of Public Improvements, including: paving, curb, gutter, driveways, sidewalk, landscape, lighting, storm drain, water, sewer, and necessary utility extension and connection to serve the development. As part of the Property Improvement Agreement, the Developer is required to provide Faithful Performance and Payment bonds of \$3,301,000 for 100% of the estimated construction cost of the improvements. Staff have reviewed the Tract 10634 Final Map and determined that the Map is ready for recording with Santa Clara County, once approved by the City Council.

ALTERNATIVES

Council may deny the request and let the Tentative Map expire. **STAFF DOES NOT RECOMMEND THIS ALTERNATIVE** because it will impose unnecessary delay for the development of the site and will require the developer to process a new Tentative Map for City approval.

FISCAL IMPACT/FUNDING SOURCE

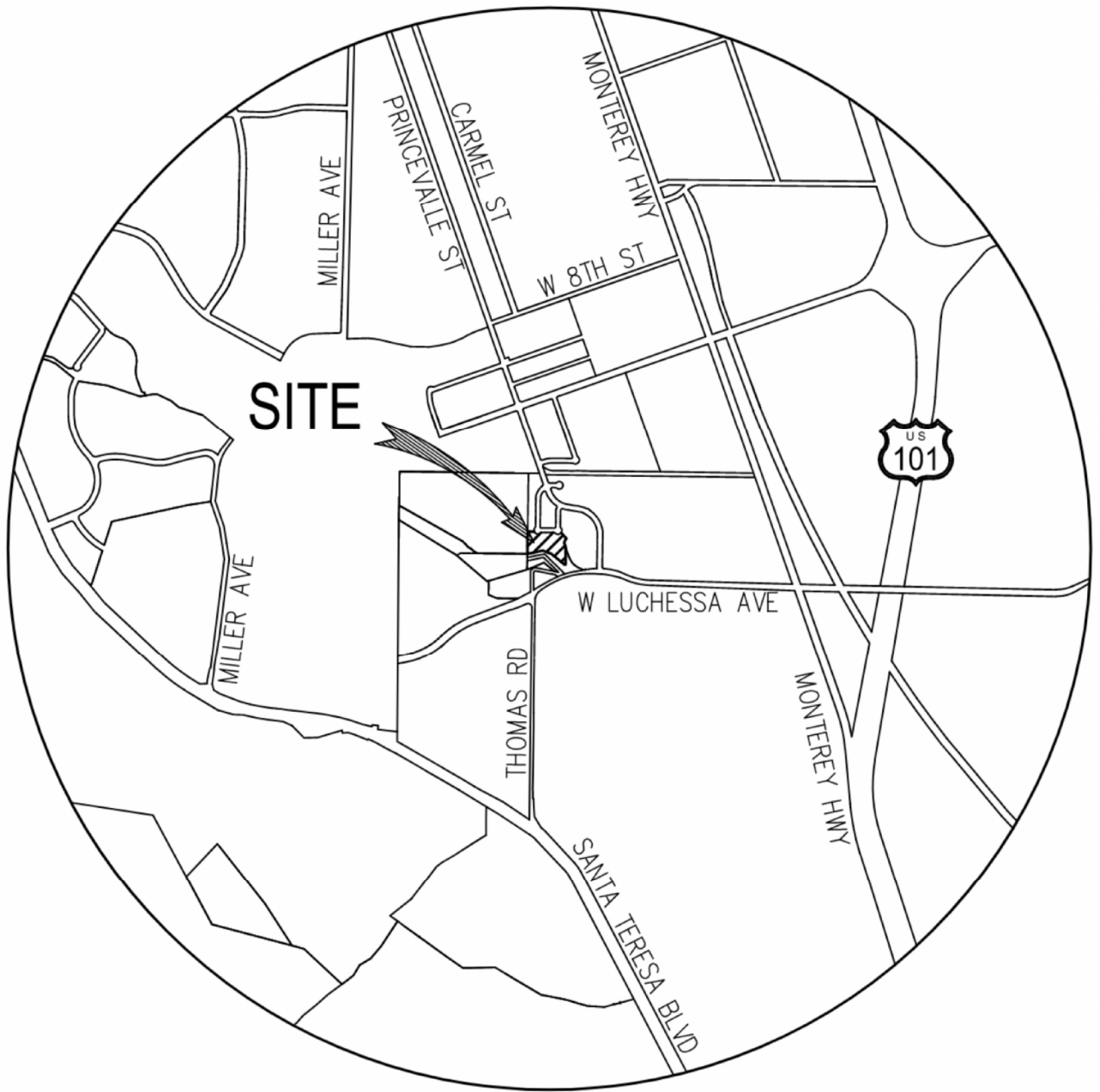
There is no net impact on the General Fund. Plan check and inspection fees have been collected to cover the costs associated with this action. The developer has submitted bonding and insurance for the above-referenced Property Improvement Agreement and Final Map. All the above-required improvements are part of the developer’s responsibility, and the City will reimburse the developer for the upsizing of the water line, estimated at \$31,365, to be paid for by the Water Development Impact Fund (435).

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. Exhibit A - Vicinity Map
2. Exhibit B - PIA
3. Exhibit C - Parcel Map



VICINITY MAP

NOT TO SCALE

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

City Clerk
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property Improvement Agreement No. 2025-02

ROYAL WAY – Tract 10634
APNs: 799-44-093, 94, 95, 96, 97, 98, 101, 109, 110

Lennar Homes of California, LLC, a California limited
liability company

**PROPERTY IMPROVEMENT AGREEMENT
RESIDENTIAL**

AGREEMENT FOR IMPROVEMENT OF STREETS AND OTHER PUBLIC WORKS FACILITIES
Property Improvement Agreement No. 2025-02

This Property Improvement Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the City of Gilroy, a municipal corporation, herein called the “City,” and Lennar Homes of California, LLC, a California limited liability company, herein called the “Owner” / ”Developer.”

WHEREAS, a final map of subdivision, record of survey or building permit (Site Clearance) application has now been submitted to the City for approval and acceptance, covering certain real estate and property improvements known as and called: ROYAL WAY, APN: 799-44-093, 94, 95, 96, 97, 98, 101, 109, 110, a legal description of which is attached hereto and incorporated herein as Exhibit “A” (the “Property”), and as described in the project improvement plans entitled ROYAL WAY TOWNHOMES IMPROVEMENT PLANS shown as Exhibit B.

WHEREAS, the Owner is the fee owner of the Property and requires certain utilities and public works facilities in order to service the Property under the minimum standards established by the City and,

WHEREAS, the City, by and through its City Council, has enacted certain Codes, Ordinances and Resolutions and certain Rules and Regulations have been promulgated concerning the subject matter of this Agreement and,

WHEREAS, the City has certain responsibilities for maintenance and operation of such utilities and public service facilities after acceptance by City, and for providing the necessary connecting system, general plant and appurtenances, and the City is agreeing to discharge those responsibilities, provided that Developer has faithfully and fully complied with all of the terms, covenants, conditions to be performed by Developer pursuant to this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and in order to carry on the intent and purpose of said Codes, Ordinances, Resolutions and Regulations and established policies of the City and the laws of the State of California and the United States of America it is agreed by and between the parties as follows:

SECTION 1

That all Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America concerning the subject matter of this Agreement are hereby referred to and incorporated herein to the same effect as if they were set out at length herein. Said Codes, Ordinances, Resolutions, Rule and Regulations include, but are not limited to, the following: the Code of the City of Gilroy, the current Zoning Ordinance, and the currently adopted Uniform Building Code.

SECTION 2

The Developer agrees:

- a. To comply with every one of said Codes, Ordinances, Resolution, Rules and other Regulations and established policies of the City and the laws of the State of California and the United States of America, including without limitation, the California Labor Code and California Public Contract Code to the extent applicable to performance of the work under this Agreement. Developer further agrees and acknowledges that it is its obligation to determine whether, and to what extent, the work performed under this Agreement is subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of the City and the laws of the State of California, the United States of America, the California Labor Code and Public Contract Code relating to public coning and prevailing wage laws.
- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to the Property necessary for the City in order that its water, electricity, and/or sewer lines in or to said Property may be extended as shown on Exhibit B.
- c. To indemnify, defend with counsel of City's choice and hold the City free and harmless from all suits, fees, claims, demands, causes of action, costs, losses, damages, liabilities and expenses (including without limitation attorneys' fees) incurred by City in connection with (i) any damage done to any utility, public facility or other material or installation of the City on said Property which the Developer or any contractor or subcontractor of the Developer, or any employee of the foregoing, shall do in grading or working upon said Property; or (ii) to the extent arising or resulting directly or indirectly from any act or omission of Developer or Developer's contractors, or subcontractors, or any employee of the foregoing in connection with the work performed by them in connection with this Agreement, including without limitation all claims relating to injury or death of any person or damage to any property.
- d. To construct and improve all public works facilities and other improvements described in this Agreement and the improvement plans submitted to the City of Gilroy in furtherance of this Agreement on file with the City of Gilroy. All construction and improvements shall be completed in accordance with all standards established in the Codes, Ordinances, Resolutions, Rules and Regulations and established policies of the City and the laws of the State of California and the United States of America and this agreement, and in accordance with the grades, plans, and specifications approved by the City Engineer. Developer (improvements) shall furnish two good and sufficient bonds, a Payment Bond on a form provided by the City and a Faithful Performance Bond, both of which shall be secured from a surety company admitted to do business in California. Each bond shall set forth a time period for performance by the contractor of its obligations and the terms and conditions on which the City may obtain the proceeds of the bond.

The Faithful Performance Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement, and shall secure payment to City and the Developer of any loss due to the default of the contractor or its inability or refusal to perform its contract. The performance bond shall by its terms remain in full force and effect for a period of not less than one year after completion of the improvements by Developer and acceptance of the improvements by City, to guarantee the repair and replacement of defective material and faulty workmanship. Upon completion of the improvements by Developer and acceptance of the improvements by City, Developer may substitute for the performance bond securing maintenance described above, a separate maintenance bond issued by an admitted surety in the amount of ten

percent (10%) of the total contract price of the improvements (provided that the amount of said bond shall not be less than One Thousand Dollars (\$1,000) to cover the one-year maintenance period.

The Payment Bond shall be in an amount not less than one hundred percent (100%) of the total estimated amount payable for the improvements described in this Agreement. The Payment Bond shall secure the payment of those persons or entities to whom the Developer may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the contractor or subcontractor in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 9100; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed for the improvements described in this Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Simultaneously with the submission of its building permit application (Site Clearance), the Developer shall submit the following for both the surety that furnishes the Payment Bond and the surety that furnishes the Faithful Performance Bond: (1) a current printout from California Department of Insurance's website (www.insurance.ca.gov) showing that the surety is admitted to do business in the State; or (2) a certificate from the Clerk of the County of Santa Clara that the surety's certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended or in the event that it has, that renewed authority has been granted.

Upon request of Developer, in lieu of the Performance Bond and/or Payment Bond, the Public Works Director may approve a performance security and/or payment security in a form acceptable to the Public Works Director and authorized by the Subdivision Map Act Section 66499 such as a letter of credit.

- e. Except as otherwise expressly provided in this Agreement, all plan check and inspection fees which are payable by Developer pursuant to the attached comprehensive fee schedule are due and payable to the City prior to Council approval of the final map of the subdivision. Upon approval of the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all other sums payable by Developer pursuant to the attached comprehensive fee schedule.
- f. At all times during the term of this Agreement and until the improvements constructed by Developer are accepted by City, Developer shall, at no cost to City obtain and maintain (a) a policy of general liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit for both bodily injury and property damage; (b) workers' compensation insurance as required by law; and (c) broad form "Builder's Risk" property damage insurance with limits of not less than 100% of the estimated value of the improvements to be constructed by Developer pursuant to this Agreement.

All such policies shall provide that thirty (30) days written notice must be given in advance to City prior to termination, cancellation or modification. The insurance specified in (a) above shall name City as an additional insured and the insurance specified in (c) shall name City as a loss payee, and

shall provide that City, although an additional insured or loss payee, may recover for any loss suffered by reason of the acts or omissions of Developer or Developer's contractors or subcontractors or their respective employees. Developer hereby waives, and Developer shall cause each of its contractors and subcontractors to waive, all rights to recover against City for any loss or damage arising from a cause covered by the insurance required to be carried pursuant to this Agreement or actually carried by Developer in connection with the work described in this Agreement, and will cause each insurer to waive all rights of subrogation against City in connection therewith. All policies shall be written on an occurrence basis and not on a claims made basis and shall be issued by insurance companies acceptable to City. Prior to commencing any work pursuant this Agreement, Developer shall deliver to City the insurance company's certificate evidencing the required coverage, or if required by City a copy of the policies obtained.

SECTION 3

That all the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed to City's satisfaction within one year from and after the date and year of this Agreement first above written. Developer shall maintain such public works facilities and other improvements described in this Agreement at Developer's sole cost and expense at all times prior to acceptance by City in a manner which will preclude any hazard to life or health or damage to property. The Public Works Director may extend the time of performance upon Developer providing a showing of good cause.

SECTION 4

That the faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any monies due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under applicable laws or the Codes, Ordinances, Resolutions, Rules and Regulations of the City, in the event of any such default by Developer.

SECTION 5

That this Agreement, including without limitation the general stipulations outlined in Section 6 below, is an instrument affecting the title or possession of the real property and runs with the land. Except as expressly provided in the second sentence of Item 30 of the general stipulations set forth in Section 6 below (relating to the payment of reimbursement to the original Owner named in this Agreement), all the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns and all subsequent fee owners of the Property. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement during each owner's period of ownership.

SECTION 6

1. That the following general stipulations shall be completed subject to the approval of the Public Works Director/City Engineer.

2. The Project shall comply with all Tentative Map conditions and applicable mitigation measures as contained in City Council Resolution 2022-87 (TM 21-04 approval).
3. All work within the public right-of-way shall be subject to the approval of the City Engineer.
4. The Developer shall perform all work in compliance with the City of Gilroy Specifications Standards Design Criteria, and is subject to all laws of this community by reference. Street improvements and the design of all storm drainage, sewer lines, and all street sections shall be in accordance with City Standards and Development Plans and shall follow the most current City Master plan for streets and each utility.
5. The Developer shall defend, indemnify, and hold harmless the City, its City Council, Planning Commission, agents, officers, and employees from any claim, action, or proceeding against the City or its City Council, Planning Commission, agents, officer, and employees to attack, set aside, void, or annul an approval of the City, City Council, Planning Commission, or other board, advisory agency, or legislative claim, action, or proceeding against it, and will cooperate fully in the defense. This condition is imposed pursuant to California Government Code Section 66474.9.
6. The City shall be notified at least four (6) weeks prior to the start of any construction work and at that time the developer shall provide a project schedule and a 24-hour emergency telephone number list.
7. At least three weeks prior to commencement of work, the Developer shall post the site and mail to owners of property within (500') five hundred feet of the exterior boundary of the project site, to the homeowner associations of nearby residential projects and to the Engineering Division, a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.
8. If the Developer proposes to phase construction with building occupancy, the Developer shall create, for City Engineer approval prior to first occupancy, a construction staging plan that addresses the ingress and egress location for all construction vehicles, parking and material storage area separate from occupied residential units.
9. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities. NOTE: The capping of any well will require inspection by the Santa Clara Valley Water District.
10. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is completed with a minimum interruption to traffic.
11. The Developer shall be responsible for completing the improvements. Improvement plan design shall be finalized prior to the first building plot plan permit issuance. Improvements shall be constructed prior to the last building occupancy.
12. All work shall be coordinated so that the existing residents on all adjacent streets have access to their properties.
13. Before construction utilizing combustible materials may proceed, an all-weather access must be provided to within 150 feet of the building site; and at least one in service fire hydrant must be available within 150 feet of each portion of the site wherein this construction is to take place.

Location of the fire hydrants will be determined by the Fire Chief.

14. A complete construction schedule, which shall include a detailed phasing plan (including traffic control for each proposed phase), shall be submitted and approved by the City Engineer prior to start of construction. Any deviation from the approved construction schedule and phasing plan shall be coordinated with the City Engineer. Deviating from the approved construction schedule and phasing plan without prior coordination with the City Engineer may prolong issuance of further building permits.
 - (a) Upon request by the City Engineer, the Developer shall provide information for public outreach purposes, which may include maps and schedules for each phase of construction.
15. Joint Trench Plans shall be approved and included with the complete set of improvement plans. Should there be a delay in obtaining the PG&E- approved joint trench plans the Developer will be allowed to commence joint trench work “at-risk” only with the approval of the City Engineer. The Developer assumes responsibility for any required redesign, and all costs associated with the redesign and additional city review resulting from the at-risk work completed without PG&E- approved joint trench plans. Design revisions and ultimate joint trench construction shall be completed to the satisfaction of the City Engineer.
16. Site preparation and fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy stating that all site preparation and fill construction meets the requirements of the geotechnical investigation. This shall be subject to review and approval by the Building Division. [CBC]
17. All grading operations and soil compaction activities shall be per the approved soils report and shall meet with the approval of the City Engineer.
18. New and existing utility lines, appurtenances, and associated equipment, including but not limited to electrical transmission, street lighting, and cable television shall be required to be placed underground. [Municipal Code Section 21, Article V]
19. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays. Saturday work will be allowed only with approval by the City Engineer. Saturday work shall be from 9:00 a.m. to 7:00 p.m and only with approval by the City Engineer and if City inspection services are available. Saturday work, if approved, will also require additional inspection overtime fees. No work shall be done on Sundays and City Holidays. The City Engineer will apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.
20. Any damage resulting from project construction operations to existing city infrastructure on or adjacent to the subject property shall be repaired to the satisfaction of the City Engineer, at the full expense of the Developer/contractor. This shall include slurry seal, overlay, street reconstruction, and repair to curb, gutter and sidewalk, driveway approach if reasonably deemed warranted by the City Engineer.
21. This project is subject to post-construction stormwater quality requirements per Section 27D of the Gilroy Municipal Code.
22. Storm water BMP Operation and Maintenance Agreement

- (a) Prior to the issuance of any building permit requiring stormwater management BMPs or as otherwise determined by the City Engineer, the Developer(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.
- (b) This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
- (c) This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
- (d) All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
- (e) Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
- (f) The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.

23. Stormwater BMP Inspections will be required for this project and shall adhere to the following:

- (a) The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a knowledgeable third party.
- (b) Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:
 - 1. Site address;
 - 2. Date and time of inspection;
 - 3. Name of the person conducting the inspection;
 - 4. List of stormwater facilities inspected;
 - 5. Condition of each stormwater facility inspected;
 - 6. Description of any needed maintenance or repairs; and
 - 7. As applicable, the need for site re-inspection.

24. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.

25. In accordance with the California Professional Land Surveyors' Act (Business and Professions Code) Chapter 15 Sections 8771 and 8725, California Penal Code 605, and California Government Code 27581, the Developer, their employees, subcontractors, and/or any person performing construction activities that will or may disturb an existing roadway/ street monument, corner stake, or any other permanent surveyed monument shall show all current monuments on the plans and shall ensure that a Corner Record and/or Record of Survey are filed with the County Surveyor Office prior to disturbing said monuments. All disturbed or destroyed monuments shall be reset and filed in compliance with Section 8771 at the Developer's sole expense.
26. Bonding as required by section 2.d of this agreement will be accepted for the proposed improvements for an amount of \$3,301,000 (\$391,000.00 for Public Improvements and \$2,910,000.00 for Private Improvements) as shown on the attached Cost Estimate spreadsheet.
27. If there are any reimbursements payable to the Owner, they must be specifically identified in this Agreement. Any such reimbursements shall be payable to the original Owner named in this agreement above, and shall not inure to the benefit of any subsequent owners of all or any portion of the Property. All reimbursements payable to Developer shall be subject to the City's reimbursement policies and ordinances in effect from time to time, including without limitation any expiration dates identified in such policies and ordinances. Such reimbursement shall be solely contingent upon the availability of the City's Traffic Impact Fee Funds and in no case shall the reimbursement be paid beyond ten (10) years after the execution of the Agreement. In addition to any other conditions, requirements and limitations set forth in the City's reimbursement policies and ordinances from time to time, (i) in no event shall any reimbursements be payable to Developer if City determines in its sole and absolute discretion from time to time that there are not sufficient reserves then on hand in the specific reimbursement fund from which Developer's reimbursement is payable, over and above any amounts anticipated to be required to be expended from such reimbursement fund, which reserves, at a minimum, are equal to at least half of the remaining average yearly anticipated expenditures of such reimbursement fund as determined by City from time to time; (ii) City may, in its sole and absolute discretion, make partial reimbursement payments to Developer in yearly increments, as determined by City; and (iii) City may defer payments in any given year if projects deemed by City to be of high importance are determined by City, in its sole and absolute discretion, to be warranted or necessary, and the funds in such reimbursement fund are designated by the City for use on such projects of high importance.
28. Reimbursements. Per Section 6, item 30 above, reimbursement, if any, shall be made to the original Owner named in this agreement.
29. Reimbursements: 1) City will reimburse the developer a sum of \$31,365.00 for the materials cost in upsizing 615 ft of 8 inch water line to 12 inch water line.

SECTION 7

That the attached Development Cost Schedule enumerates all fees and their extensions.

1. TOTAL AMOUNT DUE CITY **\$ 0.00 (paid \$269,352.29 on 5/23/25)**

CITY OF GILROY

DEVELOPER

Lennar Homes of California, LLC,
a California limited liability company

By: _____
Jimmy Forbis

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Bryce Atkins, Acting City Clerk

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

Exhibit A – Legal Description

Real Property in the City of Gilroy, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

All of Lots 59, 60, 61, and 71, as shown upon that certain Map entitled, Tract No. 6251, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 11, 1978, in Book 424 of Maps, at Pages 35 and 36 and as amended by a Certificate of Correction recorded June 29, 1987, in Book K205, Page 914, under Recorder's Serial Number 9332567, Official Records.

APN: 799-44-094, 799-44-095, 799-44-096 and 799-44-097

PARCEL TWO:

A portion of Lot 8 and all of Lot 58 as shown on a Map of Tract Number 6251 in the City of Gilroy, recorded in Book 424 of Maps, Pages 35 and 36, Santa Clara County, California Records, more particularly described as follows:

Beginning at a point on the right of way of Royal Way on the common line between Lots 57 and 58 as shown on said Map; thence along said common line South $47^{\circ} 08' 26''$ East, 111.65 feet; thence leaving said common line South $33^{\circ} 48' 43''$ West, 34.22 feet and South $13^{\circ} 38' 42''$ West, 42.79 feet; thence along the line common with lands of A. Filice and Lot 8 as shown on said Map, North $19^{\circ} 04' 03''$ West, 18.50 feet; thence North $78^{\circ} 30' 44''$ West 65.17 feet; thence along the common line of Lots 58 and 59 as shown on said Map, North $11^{\circ} 01' 22''$ West, 101.46 feet to said right of way of Royal Way, a 50.00 foot radius curve; thence from a tangent bearing of North $90^{\circ} 00'$ East, along the arc of a 50.00 foot radius curve to the left, through a central angle of $47^{\circ} 08' 26''$ and arc length of 41.14 feet to the point of beginning.

APN: 799-44-098 and 799-44-101

PARCEL THREE:

Portion of Lots 1 and 2 of Subdivision of Lot 3, as shown upon that certain Map entitled, Massey Thomas Subdivision, which Map was file for record in the Office of the Recorder of County of Santa Clara, State of California, on May 31, 1905, in Book F2 of Maps, at Page 36, described as follows:

Beginning at the Northwesterly corner of Lot 1 as shown upon said Subdivision Map above referred to, thence from said point of beginning due South along the Westerly line of said Lot 1 for a distance of 822.12 feet to the true point of beginning of the tract of land to be described, said true point of beginning being the Northwesterly corner of that certain 6.362 acre tract of land described in the Deed to Ernest S. Filice, et al, recorded December 11, 1969, in Book 8766 Official Records, Page 514, Santa Clara County Records, thence from said true point of beginning due East along the Northerly line of said 6.362 acre tract for a distance of 500.00 feet to the Northeasterly corner of thereof; thence due South along the Easterly line of said 6.362 acre Tract for a distance of 260.00 feet, thence leaving said Easterly line and running due West 500.00 feet to the point of intersection thereof with the Westerly line of said Lot 1, thence due North along the Westerly line of said Lot 1

for a distance of 260.00 feet to the true point of beginning.

EXCEPTING THEREFROM all that portion lying within that certain Map entitled, Tract No. 6251, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 11, 1978, in Book 424 of Maps, at Pages 35 and 36.

ALSO EXCEPTING THEREFROM that portion lying Southerly of the Northerly line of that certain parcel of land conveyed to the Santa Clara Valley Water District, a public corporation, by Deed recorded March 23, 1990, in Book L296 Page 1606, Official Records of Santa Clara County.

ALSO EXCEPTING THEREFROM that portion as granted to the Santa Clara Valley Water District, a public entity, by that certain Grant Deed recorded January 12, 2007, as Document No. 19263928, Official Records, Santa Clara County.

APN: 799-44-109 (portion)

PARCEL FOUR:

All of Lot 2 of Subdivision of Lot 3, as shown on that certain Map entitled, Massey Thomas Subdivision, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 31, 1905, in Book F2 of Maps at Page 36.

EXCEPTING THEREFROM that portion thereof being described as follows:

Portion of Lots 1 and 2 of Subdivision of Lot 3, as shown upon that certain Map entitled, Massey Thomas Subdivision, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 31, 1905, in Book F2 of Maps, at Page 36, described as follows:

Beginning at the Northwesterly corner of Lot 1 as shown upon said Subdivision Map above referred to, thence from said point of beginning due South along the Westerly line of said Lot 1 for a distance of 822.12 feet to the true point of beginning of the tract of land to be described, said true point of beginning being the Northwesterly corner of that certain 6.362 acre tract of land described in the Deed to Ernest S. Filice, et al, recorded on December 11, 1969, in Book 8766 Official Records, Page 514 Santa Clara County Records, thence from said true point of beginning due East along the Northerly line of said 6.362 acre tract for a distance of 500.00 feet to the Northeasterly corner thereof; thence due South along the Easterly line of said 6.362 acre tract for a distance of 260.00 feet, thence leaving said Easterly line and running due West 500.00 feet to the point of intersection thereof with the Westerly line of said Lot 1, thence due North along the Westerly line of said Lot 1 for a distance of 260.00 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM all that portion lying within that certain Map entitled, Tract No. 6251, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 11, 1978, in Book 424 of Maps, at Pages 35 and 36.

ALSO EXCEPTING THEREFROM that portion lying Southerly of the Northerly line of that certain parcel of land conveyed to the Santa Clara Valley Water District, a public corporation, by Deed recorded March 23, 1990, in book L296 Page 1606, Official Records of Santa Clara County.

ALSO EXCEPTING THEREFROM that portion as granted to the Santa Clara Valley Water District, a public entity, by that certain Grant Deed recorded January 12, 2007, as Document No. 19263928, Official Records, Santa Clara County. APN: 799-44-109 (portion)

PARCEL FIVE:

All of Lot 3 of Subdivision of Lot 3, as shown on that certain Map entitled, Massey Thomas Subdivision, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 31, 1905, in Book F-2 of Maps at Page 36.

EXCEPTING THEREFROM all that portion lying within that certain Map entitled, Tract No. 6251, which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on August 11, 1978, in Book 424 of Maps, at Pages 35 and 36.

ALSO EXCEPTING THEREFROM that portion lying Southerly of the Northerly line of that certain parcel of land conveyed to the Santa Clara Valley Water District, a public corporation, by Deed recorded March 23, 1990, in Book L296 Page 1606, Official Records of Santa Clara County.

ALSO EXCEPTING THEREFROM that portion as granted to the Santa Clara Valley Water District, a public entity, by that certain Grant Deed recorded January 12, 2007, as Document No. 19263928, Official Records, Santa Clara County.

APN: 799-44-110

PARCEL SIX:

Being a portion of that 6.362 Acre Parcel described in that Gift Deed from Angelina Filice to Ernest S. Filice and Valentino A. Filice, aka Val A. Filice, recorded in Book 8766 of Official Records at Page 514, Santa Clara County Records and a portion of Parcel 1 as described in that Grant Deed from Ernest S. Filice, a married man, as his sole and separate property, and Val Filice, a married man, as his sole and separate property, to the Santa Clara Valley Water District, a public corporation ("District"), recorded in Book L296 of Official Records, at Page 1606, under Recorder's Serial Number 10463626, Santa Clara County Records and particularly a portion of Lots 1 and 2, of the Subdivision of Lot 3, as shown on the Map of Massey Thomas Subdivision, filed May 31, 1905, in Book F2 of Maps, Page 36, Santa Clara County Records and more described as follows:

Beginning at the Northwesterly corner of said Parcel 1; thence along the Northwesterly line thereof North 77° 03' 45" East, 88.25 to the true point of beginning; thence continuing along said Northwesterly line North 77° 03' 45" East, 115.49 feet; thence along the Northeasterly line of said Parcel 1 South 70° 51' 00" East, 63.91 feet; thence North 81° 10' 11" West, 13.49 feet; thence North 87° 35' 55" West, 57.39 feet; thence South 87° 22' 53" West, 60.80 feet; thence South 80° 58' 53" West, 42.04 feet; to the true point of beginning.

APN: 799-44-109 (portion)

PARCEL SEVEN:

Being a portion of that certain parcel of land designated as Lot 72, on that Map entitled "Tract No. 6251" recorded August 11, 1978, in Book 424 of Maps, at Pages 35 and 36, and as amended by Certificate of Correction recorded June 29, 1987 in Book K205, Page 914, under Recorder's Serial Number 9332567, both of records of Santa Clara County, being more particularly described as

follows:

Beginning at a point on the Westerly line of said Lot 72, distant South 0° 02' 50" West, 13.50 feet from the Northwest corner thereof; thence

1) South 89° 57' 10" East, 81.16 feet to the beginning of a non-tangent curve to the left, the center of which bears North 77° 41' 46" East, 50.00 feet; thence

2) Southeasterly along said curve 37.04 feet, through a central angle of 42° 26' 46" to the most Easterly corner of said Lot 72; thence along the Southeasterly line of said Lot 72

3) South 40° 00' 00" West, 157.56 feet to the Westerly line of said Lot 72; thence

4) North 0° 02' 50" East, 150.94 feet to the point of beginning.

Said description having been made pursuant to that certain Certificate of Compliance No. 2013-01 (Minor Lot Line Adjustment) recorded December 13, 2013, as Document No. 22470996, of Official Records.

APN: 799-44-093 (portion)

APN: 799-44-093 (Portion), 799-44-094 thru 098, 799-44-101, 799-44-109 (Portion) and 799-44-110

EXHIBIT B



GENERAL NOTES:

1. APPLICANT/DEVELOPER: LEHNER HOMES, 2600 CAMINO YAMON, SUITE 525, SAN RAMON, CA 94583, (925) 594-9913, EDWARD WILSON
2. CIVIL ENGINEER: CARLSON, BARBER & BESON, INC., 5433 CAMINO YAMON, SUITE 520, SAN RAMON, CA 94583, (925) 866-0322, CONTACT: CHRIS DAMASCHER, PROJECT: (925) 866-0321, PHONE: (925) 866-0321
3. SOILS ENGINEER: STEVENS, FERNON & BAILEY ENGINEERING CO., INC., 10000 STEVENS AVENUE, SUITE 100, CONCORD, CA 94620, (925) 866-0321
4. BENCHMARK: SANTA CLARA COUNTY WATER BENCHMARK NO. BR910 BRASS DISC IN TOP OF CONCRETE ROCK ON THE NORTHEAST CORNER OF LUTHERSKA AVENUE BRIDGE ELEVATION: 222.05 FEET (NAVD83)
5. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SHEET IS DETERMINED BY ROAD MANWAYS ON THE "MAY 18, 2009" FLOOR INSURANCE RATE MAP, MAP NUMBER 068020725H. THE EXISTING GRABES SHOWN ON THESE PLANS ARE BASED ON THE "MAY 18, 2009" FLOOR INSURANCE RATE MAP, MAP NUMBER 068020725H. ZONE 4 (SHARED): 46% WITH REDUCED 100% RISK DUE TO LEVEL
6. SURVEY: SOURCE: GENERAL SURVEY MANAGEMENT AGENCY (GSM) FLOOR INSURANCE RATE MAP, MAP NUMBER 068020725H DATE: MAY 18, 2009
7. FLOOD ZONE:

TABLE OF RESPONSIBILITIES

| ITEM | INVESTIGATION | OWNERSHIP | MAINTENANCE |
|-------------------------|---------------------|---------------------|---------------------|
| ROYAL WAY | CITY | CITY | CITY |
| CASTLE LANE | CITY | HOA | HOA |
| KNIGHT LANE | CITY | HOA | HOA |
| MANOR LANE | CITY | HOA | HOA |
| WATER (PUBLIC) | CITY (UP TO METERS) | CITY (UP TO METERS) | CITY (UP TO METERS) |
| WATER (PRIVATE) | CITY | HOA | HOA |
| SEWER (PRIVATE) | CITY | HOA | HOA |
| STORM (PRIVATE) | CITY | HOA | HOA |
| STORMWATER CONTROL | CITY | HOA | HOA |
| LANDSCAPING (PUBLIC) | CITY | CITY | HOA |
| LANDSCAPING (PRIVATE) | CITY | HOA | HOA |
| SHEET LIGHTS | CITY | CITY | CITY |
| STREET LIGHTS (PRIVATE) | CITY | HOA | HOA |

WIID# 343C040959

THIS PLAN HAS BEEN REVIEWED BY STEVENS, FERNON & BAILEY AND APPROVED TO BE IN GENERAL CONFORMANCE WITH THE REPORT DATED "GEO-TECHNICAL INVESTIGATION NOVA WAY TOWNHOMES, DATED DECEMBER 21, 2007" PREPARED BY STEVENS, FERNON & BAILEY ENGINEERING COMPANY. THE REVIEW WAS LIMITED TO THE TECHNICAL ASPECTS OF THE PROPOSED MODIFICATIONS, CALCULATIONS, OR ANY PORTION OF THE DESIGN.

DATE: 6/27/2025

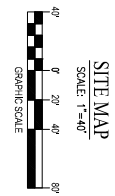
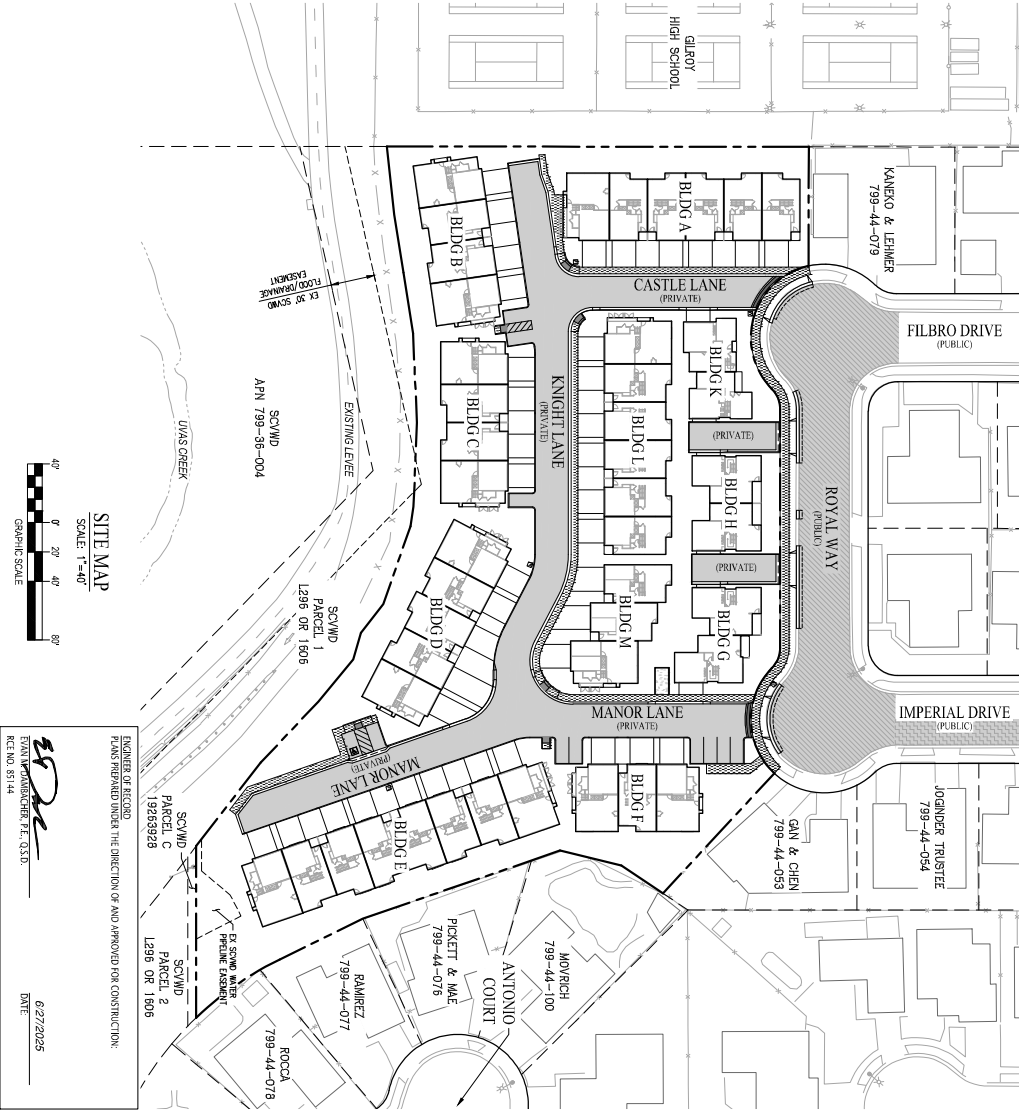
CITY OF GILROY

APPROVAL OF THIS PLAN DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROPOSED MODIFICATIONS, CALCULATIONS, OR ANY PORTION OF THE DESIGN. THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATION AND/OR REVISION AND TO SELECT THE MANNER IN WHICH THE SHEET IS TO BE MADE.

DATE: _____

ROYAL WAY TOWNHOMES IMPROVEMENT PLANS TRACT 10634

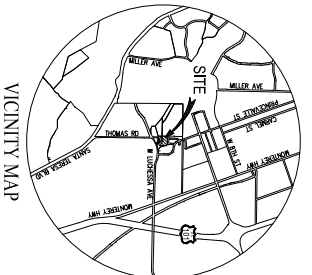
CITY OF GILROY
SANTA CLARA COUNTY
CALIFORNIA



SITE MAP
SCALE: 1"=40'

DATE: 6/27/2025

| SHEET NO. | SHEET TITLE |
|-----------|-------------------------------------|
| 1 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 2 | CONDITIONS OF APPROVAL |
| 3-4 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 5 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 6 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 7 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 8 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 9 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 10 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 11 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 12 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 13 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 14 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 15 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 16 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 17 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 18 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 19 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 20 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 21 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 22 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 23 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 24 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 25 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 26 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 27 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 28 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 29 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 30 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 31 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 32 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 33 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 34 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 35 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 36 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 37 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 38 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 39 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 40 | GENERAL NOTES, LEGEND & ASSUMPTIONS |
| 41 | GENERAL NOTES, LEGEND & ASSUMPTIONS |



VICINITY MAP
NOT TO SCALE

TRACT 10634 CITY OF GILROY CALIFORNIA

IMPROVEMENT PLANS
COVER SHEET

SANTA CLARA COUNTY

DATE: 6/27/2025
DRAWN BY: RJB
PROJ. ENGR. PGM
PROJ. MGR. EMD

NO. BY DATE REVISIONS

JOB NUMBER: 38974000 OF 41 SHEET NUMBER: 1

cbg CIVIL ENGINEERS SURVEYORS PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 768-4456
WWW.CBGANDCO.COM

REGISTERED PROFESSIONAL ENGINEER
CIVIL ENGINEERING
NO. 10000

TRACT 10634 ROYAL WAY TOWNHOMES

CONSISTING OF 4 SHEETS, FOR CONDOMINIUM PURPOSES
BEING ALL OF THE PARCELS OF LAND DESCRIBED IN THAT
GRANT DEED RECORDED DECEMBER 13, 2023 AS INSTRUMENT NUMBER
25574807, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
CITY OF GILROY, COUNTY OF SANTA CLARA, CALIFORNIA



SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
DECEMBER 2024

OWNER'S STATEMENT

THE UNDERSIGNED DO HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS FINAL MAP, CONSISTING OF FOUR (4) SHEETS, THIS STATEMENT BEING ON SHEET ONE(1) THEREOF; THAT THEY ARE THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT THEY HAVE CAUSED THIS MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- EASEMENTS TO THE CITY OF GILROY FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE). THE ABOVE-MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.
- EASEMENTS TO THE CITY OF GILROY FOR ANY AND ALL PUBLIC SERVICE PURPOSES INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, AND CONDUITS FOR STORM DRAINS, SANITARY SEWERS, WATER LINES, GAS LINE, ELECTRIC LINES, TELEPHONE LINES, TELEVISION AND TRAFFIC SIGNAL FACILITIES, PUBLIC UTILITIES, AND APPURTENANCES TO ALL THE ABOVE, OVER, UNDER, OR ACROSS THOSE CERTAIN AREAS DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE). THE ABOVE MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION, OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

LENNAR HOMES OF CALIFORNIA, LLC, A LIMITED LIABILITY COMPANY

BY: _____

NAME (PRINT): _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

BENEFICIARY'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED ON _____, DOCUMENT NUMBER _____ OF OFFICIAL RECORDS, _____ COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____

TITLE: _____

DATE: _____

BENEFICIARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

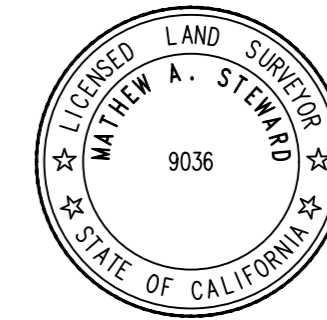
MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, LLC, IN DECEMBER, 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2026, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: _____



MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

CERTIFICATE OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP DESIGNATED "TRACT 10634, ROYAL WAY TOWNHOMES", CONSISTING OF FOUR (4) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF GILROY AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2024; AND THAT SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION:

AS EASEMENT:

- PUBLIC SERVICE EASEMENT(S) (PSE)
- EMERGENCY VEHICLE ACCESS EASEMENT(S) (EVAE)

AS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION, AS SHOWN ON THIS MAP.

PURSUANT TO SECTIONS 66434(g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THE PORTION OF THAT LIGHT AND AIR EASEMENT DESIGNATED "B.S.L." (BUILDING SETBACK LINE) AS SHOWN ON THE MAP OF TRACT NO. 6251, FILED IN BOOK 424 OF MAPS, AT PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER, LYING WITHIN THE SUBDIVISION BOUNDARY LINE OF THIS MAP.

DATE: _____

THAI PHAM – CITY CLERK
OF THE CITY OF GILROY, CALIFORNIA

RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____

OF MAPS, AT PAGE _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

FILE NO. _____ FEE \$ _____

REGINA ALCOMENDRAS, – COUNTY CLERK – RECORDER

DEPUTY

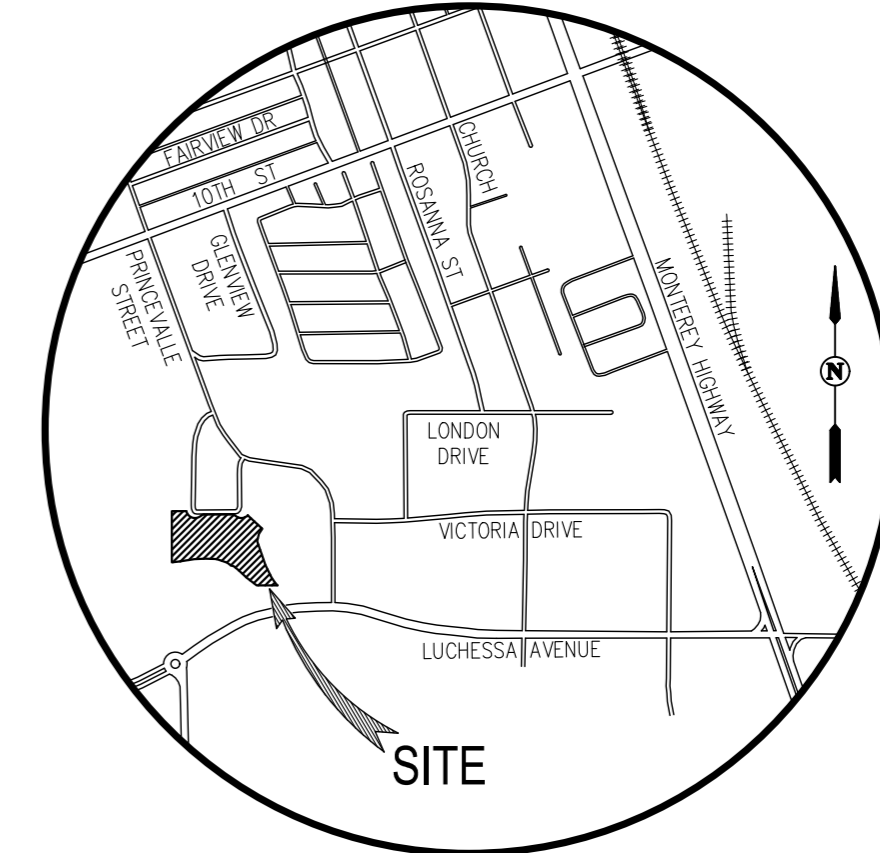
TRACT 10634

ROYAL WAY TOWNHOMES

CONSISTING OF 4 SHEETS, FOR CONDOMINIUM PURPOSES
 BEING ALL OF THE PARCELS OF LAND DESCRIBED IN THAT
 GRANT DEED RECORDED DECEMBER 13, 2023 AS INSTRUMENT NUMBER
 25574807, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
 CITY OF GILROY, COUNTY OF SANTA CLARA, CALIFORNIA



SAN RAMON ▪ (925) 866-0322
 ROSEVILLE ▪ (916) 788-4456
 WWW.CBANDG.COM
 CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
 DECEMBER 2024



VICINITY MAP
 NOT TO SCALE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED "TRACT 10634, ROYAL WAY TOWNHOMES"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE _____



JORGE DURAN
 ACTING CITY ENGINEER
 CITY OF GILROY, CALIFORNIA
 RCE NO. 59978

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED "TRACT 10634, ROYAL WAY TOWNHOMES", AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE _____



DAVID RUBCIC PLS
 ACTING CITY SURVEYOR
 CSG CONSULTANTS
 PLS 7994

SOILS AND GEOLOGICAL REPORT

A SOILS AND/OR GEOLOGICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY STEVENS, FERRONE, & BAILEY ENGINEERING COMPANY, INC., SFB PROJECT NO. 124-53, REPORT DATED DECEMBER 21, 2023, A COPY OF WHICH HAS BEEN FILED WITH THE CITY OF GILROY.

SIGNATURE OMISSIONS

PURSUANT TO SECTIONS 66499.20.2 AND 66434 (g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE, HAVE BEEN OMITTED:

1. SANTA CLARA VALLEY WATER DISTRICT: AN EASEMENT FOR FLOOD AND/OR STORM WATER DRAINAGE, RECORDED NOVEMBER 1, 1978, RECORDING NO. 6189566, BOOK E069 AT PAGE 176 OF OFFICIAL RECORDS.
2. SANTA CLARA VALLEY WATER DISTRICT: AN EASEMENT FOR WATER PIPELINES, RECORDED APRIL 17, 2017, RECORDING NO. 23628356 OF OFFICIAL RECORDS.

STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THIS FINAL MAP DESIGNATED "TRACT 10634, ROYAL WAY TOWNHOMES", WAS DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF GILROY ON _____.

DATE _____

CINDY MCCORMICK
 PLANNING MANAGER
 COMMUNITY DEVELOPMENT
 CITY OF GILROY, CALIFORNIA

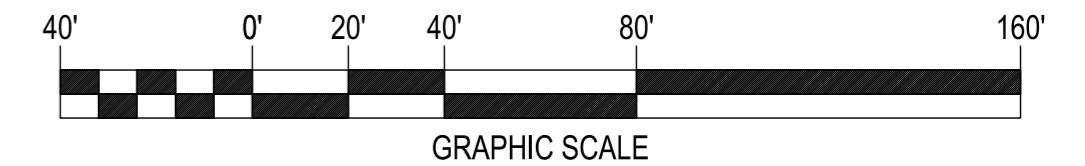
TRACT 10634 ROYAL WAY TOWNHOMES

CONSISTING OF 4 SHEETS, FOR CONDOMINIUM PURPOSES
BEING ALL OF THE PARCELS OF LAND DESCRIBED IN THAT
GRANT DEED RECORDED DECEMBER 13, 2023 AS INSTRUMENT NUMBER
25574807, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
CITY OF GILROY, COUNTY OF SANTA CLARA, CALIFORNIA



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

CIVIL ENGINEERS SURVEYORS PLANNERS
SCALE: 1" = 40' DECEMBER 2024



LEGEND

| | |
|-------|-----------------------------------------|
| | SUBDIVISION BOUNDARY LINE |
| | RIGHT OF WAY LINE |
| | EASEMENT LINE |
| | CENTERLINE |
| (T) | TOTAL |
| (R) | RADIAL BEARING |
| (M-M) | MONUMENT TO MONUMENT |
| ● | FOUND STANDARD STREET MONUMENT AS NOTED |
| ○ | SET REBAR & CAP, LS 9036 |
| () | RECORD DATA AS NOTED |
| PSE | PUBLIC SERVICE EASEMENT |
| EVAE | EMERGENCY VEHICLE ACCESS EASEMENT |
| SNF | SEARCHED, NOT FOUND |

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66434(g) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FOLLOWING DESCRIBED EASEMENTS ARE HEREBY ABANDONED AND NOT SHOWN HEREON:

- THAT 20' LIGHT AND AIR EASEMENT DESIGNATED "B.S.L." (BUILDING SETBACK LINE) AS SHOWN ON THE MAP OF TRACT NO. 6251, FILED IN BOOK 424 OF MAPS, AT PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER, LYING WITHIN THE SUBDIVISION BOUNDARY LINE OF THIS MAP.

NOTES:

- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
- TIES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.

PRELIMINARY

GILROY UNIFIED SCHOOL DISTRICT
DOC. NO. 4989499

DOC. NO
22470996

TRACT NO. 6251
424 M 35

SUBDIVISION AREA=3.364 AC.±
ALL EXISTING INTERIOR
LOT/PARCEL LINES TO BE
REMOVED BY THIS MAP

| LINE TABLE | | |
|------------|-------------|------------|
| NO | BEARING | LENGTH |
| L1 | N73°22'34"W | 18.90' (3) |
| L2 | N52°16'08"W | 25.03' (3) |
| L3 | N81°10'11"W | 13.49' (5) |
| L4 | N59°04'36"E | 48.00' (R) |
| L5 | N73°13'25"W | 48.00' (R) |

| CURVE TABLE | | | |
|-------------|---------|-----------|------------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 20.00' | 44°24'55" | 15.50' (1) |
| C2 | 20.00' | 44°24'55" | 15.50' (1) |
| C3 | 225.00' | 6°10'18" | 24.24' |
| C4 | 225.00' | 13°53'33" | 54.56' |
| C5 | 225.00' | 3°51'02" | 15.12' |

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT NO. 6251 (424 M 35)
- (2) GRANT DEED (L296 OR 1606)
- (3) GRANT DEED (19263928)
- (4) CERTIFICATE OF COMPLIANCE NO. 2013-01 (22470996)
- (5) CORRECTION GRANT DEED (23012800)
- (6) GRANT DEED (25574807)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON THE MONUMENT LINE IN ROYAL WAY AS SHOWN ON TRACT NO. 6251 (424 M 35), THE BEARING BEING N90°00'00"W.

DOC. NO.
22470996

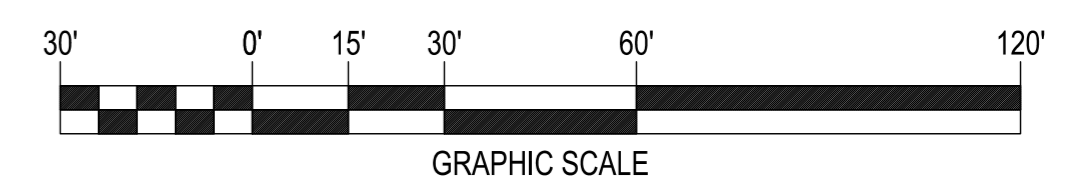
TRACT 10634 ROYAL WAY TOWNHOMES

CONSISTING OF 4 SHEETS, FOR CONDOMINIUM PURPOSES
BEING ALL OF THE PARCELS OF LAND DESCRIBED IN THAT
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25574807, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
CITY OF GILROY, COUNTY OF SANTA CLARA, CALIFORNIA



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
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CIVIL ENGINEERS SURVEYORS PLANNERS
SCALE: 1" = 30' DECEMBER 2024



SEE SHEET 3 FOR LEGEND, BASIS OF BEARINGS, AND REFERENCES.

| CURVE TABLE | | | |
|-------------|--------|------------|--------|
| NO | RADIUS | DELTA | LENGTH |
| C1 | 20.00' | 44°24'55" | 15.50' |
| C2 | 20.00' | 44°24'55" | 15.50' |
| C3 | 50.00' | 11°58'14" | 10.45' |
| C4 | 50.00' | 37°32'53" | 32.77' |
| C5 | 50.00' | 27°46'23" | 24.24' |
| C6 | 50.00' | 33°15'14" | 29.02' |
| C7 | 20.00' | 81°46'10" | 28.54' |
| C8 | 20.00' | 90°00'00" | 31.42' |
| C9 | 19.00' | 51°06'03" | 16.95' |
| C10 | 30.00' | 8°13'50" | 4.31' |
| C11 | 38.00' | 27°30'00" | 18.24' |
| C12 | 62.00' | 27°30'00" | 29.76' |
| C13 | 62.00' | 27°30'00" | 29.76' |
| C14 | 28.00' | 70°55'57" | 34.66' |
| C15 | 30.00' | 19°04'03" | 9.98' |
| C16 | 28.00' | 107°30'05" | 52.54' |

BASIS OF BEARINGS
N90°00'00"W 260.38'(M-M)

LOT 1
3.364 AC±

S.C.V.W.D.
PARCEL 1
L296 OR 1606

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L9 | N00°00'00"E | 4.19' |
| L10 | N90°00'00"E | 20.00' |
| L11 | N81°46'10"E | 8.07' |
| L12 | N00°00'00"E | 36.50' |
| L13 | N90°00'00"E | 2.25' |
| L14 | N00°00'00"E | 11.50' |
| L15 | N90°00'00"E | 9.75' |
| L16 | N00°00'00"E | 31.00' |
| L17 | N90°00'00"W | 8.00' |
| L18 | N00°00'00"E | 16.00' |

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L1 | N73°22'34"W | 18.90' |
| L2 | N52°16'08"W | 25.03' |
| L3 | N81°10'11"W | 13.49' |
| L4 | N65°44'20"E | 2.23' |
| L5 | N08°13'50"W | 24.00' |
| L6 | N90°00'00"E | 16.25' |
| L7 | N00°00'00"E | 16.23' |
| L8 | N79°00'00"W | 27.02' |

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L19 | N90°00'00"W | 14.42' |
| L20 | N90°00'00"E | 13.00' |
| L21 | N52°16'08"W | 18.03' |
| L22 | N70°55'57"E | 14.13' |
| L23 | N90°00'00"W | 7.20' |
| L24 | N45°00'00"W | 12.73' |
| L25 | N00°00'00"E | 4.00' |

| LINE TABLE | | |
|------------|-------------|--------|
| NO | BEARING | LENGTH |
| L26 | N00°00'00"E | 12.55' |
| L27 | N90°00'00"W | 19.97' |
| L28 | N90°00'00"E | 22.00' |
| L29 | N00°00'00"E | 8.00' |
| L30 | N69°26'38"E | 8.54' |
| L31 | N90°00'00"W | 14.00' |

NOTES:

- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
- TIES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.

PRELIMINARY



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of a Fourth Amendment to the Agreement with Circlepoint, Inc. for the Gilroy Data Center Project Environmental Impact Report in the Amount of \$25,000.00 for a Total Not-to-Exceed Contract Amount of \$309,462.20 (Paid by the Applicant)

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Community Development
Submitted by: Sharon Goei, Community Development Director
Prepared by: Gloria Sciara, Extra Help Planner

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Approve a Fourth Amendment to the Agreement with Circlepoint, Inc. for the Gilroy Data Center Project Environmental Impact Report (EIR) in the amount of \$25,000.00 for a total not-to-exceed contract amount of \$309,462.20 (paid by the applicant) and authorize the City Administrator to execute the contract amendment and associated documents.

EXECUTIVE SUMMARY

Amendments to the Circlepoint, Inc. (Consultant) contract resulted from requests from Amazon Web Services (AWS), the applicant for the Gilroy Data Center project, to modify various project elements necessitating edits and additional research, document reconciliation prior to the release of the Environmental Impact Report (EIR), and in response to extra time needed to respond to a comment letter. To facilitate the processing of the entitlements, additional work was needed by Circlepoint. These changes require analysis necessitating significant amounts of time and updating the environmental documents (Final EIR and Mitigation Monitoring and Reporting Program), resulting in additional costs associated with preparation of the EIR by Circlepoint. The requested amendment is necessary for Circlepoint to complete the documents

associated with production of the Final EIR documentation and additional work related to supporting environmental documentation for the entitlement documents for the Architectural and Site Review application (AS 20-23). The requested amendment is also intended to cover the projected cost to manage the project through certification of the Final EIR and project completion. The requested modification is paid by the applicant for the Gilroy Data Center Project EIR.

BACKGROUND

Amazon Web Services (AWS) submitted an application to construct and operate a data center on an industrial zoned vacant property, located on Camino Arroyo near the Gilroy Outlets. The Gilroy Data Center project will consist of the following components to be constructed in two phases. Phase I would include the first single-story data center building of approximately 218,000 square feet (Building 1), a security building, a substation/switchyard, offsite transmission upgrades to the existing Pacific Gas and Electric transmission and distribution system, potentially a future Battery Energy Storage System (BESS) of up to 50-megawatt (MW), and other utility interconnections. Phase II would include a similar single-story data center building of 218,000 square feet (Building 2) that would utilize the aforementioned utilities that would be constructed in Phase I.

The project required preparation of an Environmental Impact Report in compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. On June 6, 2022, City Council awarded a contract to Circlepoint, Inc. (Consultant), in the amount of \$175,000.00 (\$158,988.00 plus a \$16,012.00 contingency budget). The contract was executed on June 27, 2022. The first amendment in December 2023 increased the contract by \$32,252.05 to cover costs associated with a request by AWS to include additional tasks in the EIR. The second amendment in October 2024 increased the contract by \$36,757.25 for a total contract budget of \$244,009.30. The third amendment in December 2024 increased the contract by \$40,452.90 and brought the total contract amount to \$284,462.20.

ANALYSIS

The fourth amendment augment request is intended to cover projected cost to manage the project through certification of the Final EIR and project completion by the Consultant. An additional comment letter was forwarded to the Consultant to be addressed and included in the Final EIR. Preparation of a summary of environmental impacts was also requested that was included as part of issuing the entitlement documents approving the project. The requested modifications resulted in \$5,000.00 of additional costs. Responses to additional comments following the publication of the Final EIR would require additional work or changes to the project approval may require supplemental environmental review. A \$20,000.00 contingency is available for this purpose. The fourth amendment results in a total project cost of \$309,462.20, paid by the applicant, for the Gilroy Data Center Project EIR.

ALTERNATIVES

The City Council may choose not to approve the amendment to the contract. Circlepoint, Inc. would not be able to adequately complete the project for the Gilroy Data Center. Staff does not recommend this action.

FISCAL IMPACT/FUNDING SOURCE

Staff does not anticipate any net costs to the City as this is an applicant-paid project.

Attachments:

1. Draft Circlepoint Agreement for Services – Fourth Amendment
2. Circlepoint Agreement for Services – Third Amendment
3. Circlepoint Agreement for Services – Second Amendment
4. Circlepoint Agreement for Services – First Amendment
5. Circlepoint Agreement for Services

**FOURTH AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY
OF GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on June 27, 2022, hereinafter referred to as “Original Agreement”; and

WHEREAS, on December 1, 2023, a First Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to add to the Scope of Services (Exhibit “B-1”) and Payment Schedule (Exhibit “D-1”) to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, on October 21, 2024, a Second Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to add to the Scope of Services (Exhibit “B-2”) and Payment Schedule (Exhibit “D-2”) to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, on December 30, 2024, a Third Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to add to the Scope of Services (Exhibit “B-3”) and Payment Schedule (Exhibit “D-3”) to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, City and Circlepoint, Inc. have determined it is in their mutual interest to execute a Fourth Amendment to certain terms of the Original Agreement.

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

1. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-4” (“Scope of Services”).
2. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-4” (“Payment Schedule”).
3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibits “D”, “D-1”, “D-2”, “D-3”, and “D-4” (Payment Schedule”). In no event however shall the total compensation paid to CONSULTANT exceed \$309,462.20.”
4. This Amendment shall be effective retroactively on May 1, 2025.
5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

CIRCLEPOINT, INC.

By:

By:

[signature]

[signature]

Jimmy Forbis

Audrey Zagazeta

[employee name]

[name]

City Administrator

President and CEO

[title/department]

[title]

Date: _____

Date: _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “B-4”

SCOPE OF SERVICES

- The Consultant will prepare responses to a comment letter received from Valley Water and will assist with the preparation of the CEQA Findings for the project.
- The Consultant anticipates responding to two (2) rounds of revisions from the City on the FEIR, including one (1) administrative draft and one (1) Screencheck draft prior to publication.
- All submittals will be conducted electronically (PDF and Microsoft Word versions). Electronic versions will be provided in both word and pdf format. Additional hard copies and electronic versions can be provided upon request by the City, on a time and materials basis.
- Comments on draft documents will be provided to the Consultant electronically using Microsoft Word’s Track Change feature and will be compiled into a single file. Any conflicting comments between City reviewing staff will be resolved prior to forwarding to the Consultant.
- The Consultant anticipates attending up to three (3) additional meetings with the City and/or the applicant (Amazon).
- The Consultant assumes that all edits and revisions between the Draft and Final EIR would not trigger recirculation pursuant to CEQA Guidelines Section 15088.5.
- Responses to additional comments following publication of the Final EIR would require additional work or changes to the project approval may require supplemental environmental review. A \$20,000 contingency is available for this purpose and requires a Scope of Work from the Consultant and the City’s written authorization to proceed with the work and utilize these funds.
- The Consultant will attend up to two (2) virtual or in-person public hearings.

EXHIBIT “D-4”

PAYMENT SCHEDULE

Consultant will receive \$5,000 in additional funds as specifically defined and outlined in the Scope of Work (Exhibit “B-4”). The total not-to-exceed contract amount is \$309,462.20, which includes a contingency of \$20,000. The Consultant is responsible for developing and submitting a detailed Scope of Work for the particular tasks requiring any use of the contingency funds and may not proceed with the work until receiving written authorization from the City.

**THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on June 27, 2022, hereinafter referred to as “Original Agreement”; and

WHEREAS, on January 9, 2024, a First Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to modify the scope of work and project cost to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, on October 21, 2024, a Second Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to modify the scope of work and project cost to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, City and Circlepoint, Inc. have determined it is in their mutual interest to execute a Third Amendment to certain terms of the Original Agreement.

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

1. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-3” (“Scope of Services”).
2. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-3” (“Payment Schedule”).
3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit “D” (Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$284,462.20.”
4. This Amendment shall be effective retroactively on December 30, 2024.
5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on the next page.]

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

CITY OF GILROY

By:

DocuSigned by:
Jimmy Forbis
6C6456EF9B054DC...
[signature]

Jimmy Forbis
[employee name]

City Administrator
[title/department]

Date: 3/11/2025

CIRCLEPOINT, INC.

By:

DocuSigned by:
Audrey Zagazeta
0D0D4062484B4A2...
[signature]

Audrey Zagazeta
[name]

President and CEO
[title]

Date: 3/4/2025

Approved as to Form

Signed by:
Andy Faber
1979C9EB5B08470...
City Attorney

ATTEST:

DocuSigned by:
Bryce Atkins
4562587F5B224C0...
Acting City Clerk

EXHIBIT “B-3”

SCOPE OF SERVICES

1. Attend up to three more meetings with the City and Amazon to provide status updates and discuss environmental issues as they arise. Attendance at up to five meetings for the City.
2. Ongoing project management activities including monthly progress reports, coordination via email with the City, Amazon, and technical subconsultants, etc.
3. Prepare responses to comment letters received from the Carpenters Union Local 405 and the California Department of Fish and Wildlife. Circlepoint will revise the Final EIR package in response to two rounds of comments from the City.
4. Lodging and travel to and from up to five meetings in support of the Final EIR.

EXHIBIT “D-3”

PAYMENT SCHEDULE

Consultant will reallocate funds within the existing budget and receive \$40,452.90 in additional funds, for a total contract amount of \$284,462.20

| Task #: Name | Description of Work Left to be Done | Cost to Complete |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Task 1: Kickoff and Meetings | Up to 3 more meetings with the City and Amazon to provide status updates and discuss environmental issues as they arise. Attendance at up 5 public hearings for the City. | \$7,905 |
| Task 4: Project Management | Ongoing project management activities including monthly progress reports, coordination via email with the City, Amazon, and technical subconsultants, etc. | \$6,155 |
| Task 7: Final EIR | Circlepoint will prepare responses to comment letters received from the Carpenters Union Local 405 and the California Department of Fish and Wildlife. Circlepoint will revise the Final EIR package in response to two rounds of comments from the City. | \$23,875.00 |
| ODCs | Lodging and travel to and from up to 5 public hearings in support of the Final EIR. | \$2,517.90 |
| | a. Cost to Complete | \$40,452.90 |
| | b. New Circlepoint Budget Total | \$284,462.20 |

**SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY
OF GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on 6/27/2022, hereinafter referred to as “Original Agreement”; and

WHEREAS, on January 9, 2024, a First Amendment to the Original Agreement was executed between City and Circlepoint, Inc. to modify the scope of work and project cost to perform additional tasks associated with the Gilroy Data Center Environmental Impact Report (EIR); and

WHEREAS, City and Circlepoint, Inc. have determined it is in their mutual interest to execute a second amendment to certain terms of the Original Agreement.

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

1. Article 1. Term of the Agreement of the Original Agreement shall be amended to read as follows:

“This agreement will become effective on June 27, 2022 and will continue into effect through December 31, 2025 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

2. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-2” (“Scope of Services”).

3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-2” (“Payment Schedule”).

4. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit “D” (Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$244,009.30.”

4. This Amendment shall be effective retroactively on 10/21/2024.

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

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

[Signatures on the next page.]

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

CITY OF GILROY

By: DocuSigned by: Jimmy Forbis
CC6458EF9B054DC...
[signature]

Jimmy Forbis
[employee name]

City Administrator
[title/department]

Date: 12/7/2024

CIRCLEPOINT, INC.

By: DocuSigned by: Audrey Zagazeta
3D9D1053181B4A3...
[signature]

Audrey Zagazeta
[name]

President and CEO
[title]

Date: 11/21/2024

Approved as to Form

Signed by: Andy Faber
1979C9EB5868470...

City Attorney

ATTEST:

DocuSigned by: Beth Minor
D4244EA37BF7425...

City Clerk

EXHIBIT “B-2”

SCOPE OF SERVICES

Changes in the project description: Between February 2024 and July 2024, a number of changes to the project description were proposed by the applicant (“Amazon”), including:

- Removal of the use of recycled water and recycled water pipeline from the project description
- Change in the function of the Battery Energy Storage Systems from backup power supply to peak power management/power demand management
- Description of the BESS facilities changed to allow these facilities to be optional in nature
- Relocation of Phase 1 BESS from the southwest building façade to the southeast building facade
- Inclusion of lithium-ion batteries as a transitory power source for the data racks
- Removal of hydrogen as a potential energy source for the BESS facilities

Each of the changes identified above require Circlepoint to edit the project description in the DEIR and update the entire EIR to ensure or remedy any consistency or methodological issues. Revisions to document graphics are also required.

Extensive coordination, meetings, phone calls and research: The changes to the project description require substantial research regarding relevant case law, technological specifications and considerations, and past investigations. The changes also require extensive coordination with AWS and City staff (e.g., Community Development and Fire Department) including at least 2 additional meetings and several phone calls, to resolve consistency and/or methodological issues.

Additional DEIR drafts: The changes also require additional drafts of the DEIR to be prepared and reviewed and commented on by city staff. Print and deliver two hardcopies of the DEIR to the City for public access at the City Library and City Hall.

EXHIBIT “D-2”

PAYMENT SCHEDULE

Consultant will reallocate funds within the existing budget and receive \$36,757.25 in additional funds, for a total contract amount of \$244,009.30

| Task #: Name | Description of Work Left to be Done | Cost to Complete |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Task 1: Kickoff and Meetings | Up to 6 more meetings with the City and Amazon to provide status updates and discuss environmental issues as they arise. Up to two total Planning Commission/City Council Meetings. | \$8,150.00 |
| Task 4: Project Management | Ongoing project management activities including monthly progress reports, coordination via email with the City, Amazon, and technical subconsultants, etc. | \$9,720.00 |
| Task 7: Final EIR | Preparation of the Final EIR consisting of a project description, summary of the environmental process, identification of the preferred alternative, response to public comments, erratum to address minor changes to the Draft EIR, and any necessary appendices. Circlepoint will revise the Final EIR package in response to two rounds of comments from the City. | \$26,320.00 |
| | Total Cost to Complete | \$44,190.00 |
| | Circlepoint Budget Remaining Under Existing Task Orders (including ODCs) | \$7,432.75 |
| | Delta | (\$36,757.25) |

Assumptions:

- Circlepoint anticipates responding to two (2) rounds of revisions from the City on the FEIR, including one (1) administrative draft and one (1) Screencheck draft prior to publication.
- Comments on draft documents will be provided to Circlepoint electronically using Microsoft Word's Track Change feature and will be compiled into a single file. Any conflicting comments between City reviewing staff will be resolved prior to forwarding to Circlepoint.
- All submittals will be conducted electronically (PDF and Microsoft Word versions). Electronic versions will be provided in both word and pdf format. Additional hard copies and electronic versions can be provided upon request by the City, on a time and materials basis.
- Circlepoint assumes that all edits and revisions between the Draft and Final EIR would be minor in nature, would not require any new technical studies, and would not introduce any new significant environmental effects or substantial changes to previously identified mitigation. Should any such revisions be necessary, the Draft EIR may need to be recirculated pursuant to CEQA Guidelines Section 15088.5 under an amended scope and budget.

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND CIRCLEPOINT, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Circlepoint, Inc. entered into that certain agreement entitled Agreement for Services, effective on 6/27/2022, hereinafter referred to as “Original Agreement”; and

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

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

1. Article 1. Term of the Agreement of the Original Agreement shall be amended to read as follows:

“This agreement will become effective on June 27, 2022 and will continue into effect through December 31, 2024 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

2. Article 3, Section A (Specific Services) of the Original Agreement shall be amended to include Exhibit “B-1” (“Scope of Services”).

3. Article 4, Section A (Consideration) of the Original Agreement shall be amended to include Exhibit “D-1” (“Payment Schedule”).

4. Article 4, Section A (Consideration) of the Original Agreement shall be amended to read as follows:

“In consideration for the services performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in Exhibit “D” (Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$207,252.05.”

4. This Amendment shall be effective retroactively on 12/1/2023.

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

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

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

[Signatures on the next page.]

CITY OF GILROY

By:

DocuSigned by:
Jimmy Forbis
CC6456EF9B054DC...
[signature]

Jimmy Forbis

[employee name]

City Administrator

[title/department]

Date: 2/8/2024

CIRCLEPOINT, INC.

By:

DocuSigned by:
Audrey Zagazeta
9D9D1053181B4A3...
[signature]

Audrey Zagazeta

[name]

President and CEO

[title]

Date: 1/17/2024

Approved as to Form

DocuSigned by:
Andy Faber
1979C9EB5B68470...
City Attorney

ATTEST:

DocuSigned by:
[Signature]
1E54AA19B46C4BB...
City Clerk

EXHIBIT “B-1”

SCOPE OF SERVICES

Attendance at Meetings in Exceedance of Original Assumptions:

- Consultant attendance at nine (9) additional meetings, with additional meeting(s) anticipated.

Public Scoping Meeting:

- Prepare an agenda and slides for the scoping meeting presentation.

Air Quality Impact Assessment (AQIA):

- Two additional reviews and coordination of the required revisions for each version of the AQIA (with the exception of Consultant’s initial review), which are necessary to ensure legal defensibility in the case of a challenge to the EIR.

Transportation Analysis Memorandum:

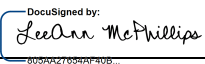
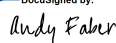
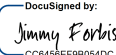

- Coordinate with Hexagon Transportation Consultants, Inc. to walk the City through their peer review of the original Transportation assessment and to ultimately prepare a new assessment to support the EIR.
- Review and incorporate a new memorandum, prepared by Hexagon, into the EIR.

EXHIBIT “D-1”**PAYMENT SCHEDULE**

Consultant will reallocate funds within the existing budget and receive \$32,252.05 in additional funds, for a total contract amount of \$207,252.05.

| | Total Budget Approved | Remaining Budget (as of 11/9/2023) | Cost to Complete | Proposed Change to Total Budget | New Total Budget in Each Task |
|------------------------------------------------------------------|-----------------------|------------------------------------|------------------|---------------------------------|-------------------------------|
| Task 100: Kickoff Project Description, and Other Meetings | \$ 15,278.00 | \$ 11,203.50 | \$ 15,004.00 | \$ 3,800.50 | \$ 19,078.50 |
| Task 200: Public Scoping and NOP | \$ 5,520.00 | \$ (3,524.75) | \$ - | \$ 3,524.75 | \$ 9,044.75 |
| Task 300: Project Description | \$ 4,878.00 | \$ 1,049.00 | \$ - | \$ (1,049.00) | \$ 3,829.00 |
| Task 400: Project Management | \$ 20,540.00 | \$ 3,877.75 | \$ 4,440.00 | \$ 562.25 | \$ 21,102.25 |
| Task 500: Technical Studies | \$ 8,580.00 | \$ 2,957.50 | \$ - | \$ (2,957.50) | \$ 5,622.50 |
| Task 600: Admin Draft EIR | \$ 77,210.00 | \$ (21,604.25) | \$ 24,248.00 | \$ 45,852.25 | \$ 123,062.25 |
| Task 700: Final EIR | \$ 18,512.00 | \$ 18,512.00 | \$ 18,512.00 | \$ - | \$ 18,512.00 |
| Task 800: Contingency | \$ 16,012.00 | \$ 16,012.00 | \$ - | \$ (16,012.00) | \$ - |
| Direct Costs | \$ 8,470.00 | \$ 8,289.20 | \$ 6,820.00 | \$ (1,469.20) | \$ 7,000.80 |
| Total | \$ 175,000.00 | \$ 36,771.95 | \$ 69,024.00 | \$ 32,252.05 | \$ 207,252.05 |

City of Gilroy Agreement/Contract Tracking

| | | | |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------|
| Today's Date: | June 27, 2022 | Your Name: | Monica Sendejas |
| Contract Type: | Services over \$5k - Consultant | Phone Number: | 408-846-0266 |
| Contract Effective Date: <i>(Date contract goes into effect)</i> | | 6/27/2022 | |
| Contract Expiration Date: | | 12/30/2023 | |
| Contractor / Consultant Name: <i>(if an individual's name, format as last name, first name)</i> | | Circlepoint, Inc. | |
| Contract Subject: <i>(no more than 100 characters)</i> | | Prepare an Environmental Impact Report (EIR) for the Gilroy Data Center Project (AWS) | |
| Contract Amount: <i>(Total Amount of contract. If no amount, leave blank)</i> | | \$175,000.00 | |
| By submitting this form, I confirm this information is complete: | <ul style="list-style-type: none"> ➤ Date of Contract ➤ Contractor/Consultant name and complete address ➤ Terms of the agreement (start date, completion date or "until project completion", cap of compensation to be paid) ➤ Scope of Services, Terms of Payment, Milestone Schedule and exhibit(s) attached ➤ Taxpayer ID or Social Security # and Contractors License # if applicable ➤ Contractor/Consultant signer's name and title ➤ City Administrator or Department Head Name, City Clerk (Attest), City Attorney (Approved as to Form) | | |
| Routing Steps for Electronic Signature | | | |
| Risk Manager | DocuSigned by:  <small>6059A1270547AF40B...</small> | | |
| City Attorney Approval As to Form | DocuSigned by:  <small>1879C5E0308970...</small> | | |
| City Administrator or Department Head | DocuSigned by:  <small>C06484FE09054DC...</small> | | |
| City Clerk Attestation | DocuSigned by:  <small>1E54AA18D4604BD...</small> | | |

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

This AGREEMENT made this 27th day of June, 2022, between:


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

and CONSULTANT: Circlepoint, Inc., having a principal place of business at 200 Webster Street, Suite 200, Oakland, CA 94607.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on June 27, 2022 and will continue in effect through December 30, 2023 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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


Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit “D”** (“Payment Schedule”). In no event however shall the total compensation paid to CONSULTANT exceed \$175,000 including a base budget of \$158,988 and a contingency budget of \$16,012.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

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

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers’ Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

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

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

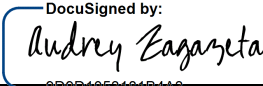
Executed at Gilroy, California, on the date and year first above written.

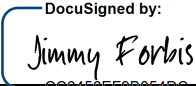
CONSULTANT:

CITY:

CIRCLEPOINT, INC.

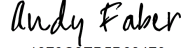
CITY OF GILROY

By: 
Name: Audrey Zagazeta
Title: President and CEO

By: 
Name: Jimmy Forbis
Title: City Administrator

Social Security or Taxpayer
Identification Number 94-3171809

Approved as to Form

DocuSigned by:

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City Attorney

ATTEST:

DocuSigned by:

1E54AA19B46C4BB...

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Cindy McCormick
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: Andrew Metzger
Circlepoint, Inc.
42 South First Street, Suite D
San Jose, CA 95113

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT "B"
SCOPE OF SERVICES

Attached

EXHIBIT B—SCOPE OF WORK

Thank you for this exciting opportunity to work with the City of Gilroy (City). We are pleased to provide this proposal, which outlines Circlepoint's approach to preparing an Environmental Impact Report (EIR) for the Gilroy Data Center (project) proposed by Amazon Data Services (the Applicant).

PROJECT UNDERSTANDING

Circlepoint understands that the project will consist of the following components to be constructed in two phases:

- Two data center buildings and one security building totaling approximately 438,500 square feet;
- Backup generating facilities to provide electricity to critical data center operations in the event of a loss of utility power;
- Two battery energy storage systems;
- A new substation/switchyard and a double circuit transmission upgrade;
- A new recycled water pipeline;
- Ancillary utility infrastructure for connection to existing stormwater and potable water pipelines;
- Security fencing;
- General Site Grading, Stormwater and Landscaping.

Phase I will be a traditional data center set up, requiring the use of diesel-powered backup generators. Circlepoint understands that the Applicant is committed to Tier-4 compliant backup generators, as required by the Bay Area Air Quality Management District (BAAQMD). Phase II will utilize an emerging technology to provide backup energy in the event of a power failure. Given that Phase I will have a maximum electrical demand of 49 MW and Phase II would leverage an alternative energy supply instead of diesel generators, the California Energy Commission (CEC) would not have jurisdiction over the project. Therefore, the project is not required to seek a Small Power Plant Exemption (SPPE) from CEC's jurisdiction, and the project can follow the normal CEQA clearance process at the local level.

The project will require water for cooling when outside air temperatures exceed 83 degrees F. The data center will be designed to use recycled water provided by the City of Gilroy, once available, and a potable water connection will serve as a back-up source to the recycled water supply. Given the level of water demand required for the project, both potable and recycled, it is critical that the availability of water resources to meet project demand is adequately analyzed.

The project site's former use for agricultural production indicates that vehicle miles traveled (VMT) generated from construction and operations of the project would be considered net new to the project site. The project is expected to include 25 employees to operate the data center and 37 employees to assemble the data equipment. Circlepoint will use the peer-reviewed VMT analysis to carefully consider impacts.

APPROACH

Our approach focuses on working collaboratively with City staff, the Applicant, and other stakeholders. This collaborative approach can streamline the environmental process by ensuring an efficient response to changes in the project and allowing us to address significant issues early. We also focus on making the environmental review process and environmental document as clear and straightforward as possible, so the general public and agencies understand the process, analysis, and issues being addressed.

Based on the Request for Proposal (RFP) Letter provided by the City, Circlepoint understands that the City envisions preparing an Environmental Impact Report (EIR) that conservatively assesses the potential impacts of the project. While other less robust environmental document options (such as an Initial Study/Mitigated Negative Declaration) may also be feasible, Circlepoint agrees with the City's preferred approach because an EIR will allow maximum public and agency involvement and be more legally defensible in the event of a challenge. Circlepoint anticipates that the project will face the greatest scrutiny surrounding impacts associated with water supply and demand, air quality and greenhouse gas emissions, fire hazard from battery systems, increased VMT from project operation, and noise introduced to the project site. Strong project management will be required to execute the preparation of a timely and meticulous document that will withstand legal and public scrutiny with regards to these topics. This requires experience and the right skills which Circlepoint possesses based on our extensive history working on data centers in Santa Clara, San José, and Los Angeles.

For resource topics where impacts that are not considered potentially significant, Circlepoint would identify opportunities for environmental streamlining. The EIR could address topics such as Mineral Resources, Recreation, and Population/Housing by briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were therefore not discussed in detail in the EIR, pursuant to the CEQA Guidelines Section 15128.

Circlepoint understands the Applicant has submitted a detailed project description that includes a "mitigation incorporated into the project design" approach. This approach is common within the CEC's SPPE process, but presents legal concerns from a local agency CEQA perspective (such as *Lotus v. Department of Transportation* (223 Cal. App. 4th 645)). Circlepoint will work closely with the City to review the applicable standard conditions of approval along with existing local, regional, state, and federal policies and best practices that could support the use of some Applicant-provided measures as "project features." Circlepoint will apply our robust understanding of managing legal risk and applying current case law to ensure the EIR appropriately identifies environmental impacts and discloses necessary mitigation.

QUALITY ASSURANCE/QUALITY CONTROL PROCESS

Circlepoint's quality assurance/quality control (QA/QC) process ensures the continuing integrity and quality of all services and deliverables. Our QA/QC process includes senior review responsibilities for both the Project Manager and the Principal-in-Charge. The Project Manager directs and reviews project team work on deliverables and work products. The Principal-in-Charge then reviews and approves interim and final work products. Finally, a proofreader completes a final review, following specific directives to verify and assure quality printed work products before a work product is delivered to a client or printer. The following table summarizes the management structure that Circlepoint uses to ensure the quality of every document we produce.

| ROLE | RESPONSIBILITIES |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Principal-in-Charge | <ul style="list-style-type: none"> • Overall quality control and quality assurance of all work products |
| Project Manager | <ul style="list-style-type: none"> • Primary client contact • Oversees document preparation and coordination with technical subconsultants • Provides intermediate QA review and technical editing prior to PIC review |
| Senior Associate | <ul style="list-style-type: none"> • Secondary client contact, often acting in a Deputy Project Manager capacity • Coordinates information requests, delivery schedules, and day-to-day communication with technical consultant • Lead reviewer and proofreader for most documents |

| ROLE | RESPONSIBILITIES |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Associate / Assistant | <ul style="list-style-type: none"> • Authorship of individual document sections • Research for document sections not covered by a technical report • Technical editing / formatting / production of all work products |
| Coordinator / Graphics | <ul style="list-style-type: none"> • Preparation of graphics and maps |

WORK PLAN

TASK 1: KICKOFF AND MEETINGS

Circlepoint will participate in one (1) kickoff meeting with the City to introduce team members, discuss initial data requests, and develop the project schedule. Circlepoint will confirm the scope of environmental analysis and methodologies with the City at the kickoff meeting and submit a comprehensive data request. Circlepoint anticipates attendance at the following meetings:

- Kickoff meeting
- Twenty four (24) Bi-weekly Check In Meetings with City (Based on anticipated project schedule)
- Up to five (5) Planning Commission/City Council Meetings

TASK 2: SCOPING MEETING AND NOTICE OF PREPARATION

Circlepoint will prepare a Notice of Preparation (NOP) to inform the public and applicable stakeholders that environmental documentation is being prepared for the project. Consistent with Section 15082 of the CEQA Guidelines, the NOP materials shall include a description of the project, the location of the project, and probable environmental effects of the project. The NOP is anticipated to screen out some environmental topics where no impacts are anticipated, such as mineral and forestry resources. Following distribution of the NOP, Circlepoint will work closely with the City to facilitate a Public Scoping Meeting and provide recommendations in meeting materials and presentation and in developing meeting notifications. Circlepoint will record comments received in response to the Public Scoping Meeting and the NOP and strategize with the City on incorporating these “known issues” into the EIR.

TASK 3: PROJECT DESCRIPTION

Circlepoint will prepare and submit a project description for City review and approval. Circlepoint will build upon the project description prepared by the Applicant and ensure it meets the requirements of CEQA Guidelines Section 15124. Circlepoint anticipates that the existing project description contains the majority of information needed for CEQA analysis. Circlepoint will revise the project description in response to one round of comments from the City. Circlepoint will utilize the following background materials (to be provided by the City/Applicant) to complete the project description:

- Preliminary geotechnical feasibility report
- Technical specifications for backup generators (including exhaust details), rooftop equipment, and cooling systems
- Commissioning test details (duration, number of generators) and maintenance testing plan
- Average rack power rating and power usage efficiency

- Utility “will-serve” letters for electrical and water utilities and/or supply assessments if required by the City or utility provider
- Total anticipated power consumption (average, daily or annual)
- Total daily water demand ; can be prorated from annual demand
- Sanitary sewer capacity study, if required by City
- Arborist report, if required by City
- Construction assumptions, including duration, phasing, construction start and end months, and review of construction equipment list

Key Deliverable: Project Description

TASK 4: PROJECT MANAGEMENT

Circlepoint will provide ongoing project management throughout the environmental review process including coordination with subconsultants, City staff, and outside regulatory agencies as applicable. Circlepoint will maintain a project schedule and provide regular updates to the City. Circlepoint will also prepare monthly progress reports to accompany monthly invoices containing the following information: the beginning and ending dates of the billing period; budget summary including budget spent to date and budget remaining; and a Task Summary for each work task, containing the name of the person doing the work, the hours spent by each person, and a brief description of the work.

TASK 5: TECHNICAL STUDIES

Based on the background materials provided with the City’s RFP, Circlepoint understands that the Applicant has provided several background documents for consideration including aesthetics, biological resources, cultural resources, geology and soils, land use, mineral resources, public services, recreation, hazardous materials, transportation, tribal resources, utilities, and wildfire. Additionally, the following technical studies have been prepared by the Applicant and/or City:

- Air Quality Impact Assessment
- Natural Resources Memorandum
- Archaeological Literature Search
- Geotechnical Desktop Review
- Geotechnical Considerations Report
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Environmental Noise & Vibration Assessment
- Environmental Noise & Vibration Assessment Addendum
- Transportation Attachments, VMT Analysis, including Peer Review of VMT Assessment
- California Energy Commission Tribal Outreach Letters
- City of Gilroy Assessment of Water Supply
- Arborist Report

Circlepoint will conduct a gap analysis to ensure each of these technical studies provides the information necessary to support and complete the EIR per CEQA guidelines. If additional technical analysis is required, Circlepoint will coordinate with the City to strategize on the best course of action. Additional studies would require an amendment to this scope and fee. We assume all reports listed above will be provided to Circlepoint in a format acceptable for use in supporting a CEQA document and can be publicly circulated.

TASK 6: DRAFT EIR

Circlepoint will prepare a Draft EIR consistent with CEQA Guidelines Article 9. The Draft EIR will meet all City standards for content and formatting.

Task 6.1: Administrative Draft EIR

The background materials provided with the City's RFP Letter included CEQA-related documents which assess and analyze project impacts for a number of resources. Circlepoint will rely upon the analysis already prepared to the maximum extent feasible, expanding only where required for the purposes of CEQA sufficiency. Circlepoint will prepare the setting, impacts, and mitigation discussions for each environmental topic area set forth in Appendix G of the CEQA Guidelines. Circlepoint will prepare a summary of existing conditions, pertinent regulations, and a description of the regional setting, placing special emphasis on any rare or unique environmental resources in the project area. Circlepoint will review and reference relevant policies and regulations from the City's General Plan and Zoning Code, and other documents required for the analysis as applicable. The EIR will also include an analysis of alternatives to the project, an assessment of cumulative impacts associated with the project, and a description of comments received during the scoping period. Circlepoint assumes that up to three alternatives will be evaluated in the EIR, including (for example) a reduced development alternative, a reduced backup electric generation alternative, and/or a backup electric generation technology alternative. For the cumulative impacts analysis, Circlepoint will use the City's General Plan as a guide for reasonably foreseeable projects in the surrounding area.

Circlepoint will prepare a draft mitigation monitoring and reporting program (MMRP) to be submitted with the Administrative Draft EIR for City review. The draft MMRP will develop and present feasible mitigation for significant impacts identified in the Administrative EIR, identify the responsible party for implementing and monitoring each mitigation measure, and identify monitoring triggers and reporting frequency for each measure.

The Administrative Draft and MMRP will be provided in electronic formats to the City.

Key Deliverables: Administrative Draft EIR, draft MMRP

Task 6.2: Screencheck Draft EIR

Circlepoint will amend the Administrative Draft EIR based on up to two (2) rounds of review by City staff. Circlepoint will then provide clean, compiled PDF and MS Word versions of the screencheck draft EIR to verify that all requested changes have been made and all appendix materials, references and final graphics are acceptable.

Key Deliverables: Second Administrative Draft EIR, Screencheck Draft EIR.

Task 6.3: Public Draft EIR

Circlepoint will make final amendments to the Screencheck Draft EIR based on a single set of consolidated comments and submit web-ready versions of the EIR and all associated appendices. Hardcopies of the EIR can be provided on a time and materials basis, if requested by the City. Circlepoint will also prepare the combined Notice of Availability/Release and a Notice of Completion in accordance with Section 15087 of the CEQA Guidelines, and provide advice as needed to the City regarding distribution of the Draft EIR pursuant to CEQA and City review procedures. Consistent with Section 15087, notice availability of the Draft EIR will be published in a newspaper of general circulation in the affected area, posted on and off the site in the area where the

project is to be located, and mailed to the owners and occupants of property contiguous to the parcel or parcels on which the project is located.

The Draft EIR will be circulated for a minimum of 45 days. While public hearings are not required as an element of the CEQA process, they are encouraged to facilitate the public commenting process and address known issues of the project. Circlepoint recommends that the City hold a public hearing during the circulation period given the anticipated public controversy surrounding the project. This scope includes a public hearing as an optional task.

OPTIONAL TASK: Public Hearing

Key Deliverables: Draft EIR, NOA, NOC

TASK 7: FINAL EIR

Task 7.1: Response to Public Comments

Circlepoint will prepare written responses to comments on the Draft EIR following the public review period. Circlepoint assumes the City will provide copies of all written comments. Should the City decide to advance with the public hearing, which is included in this scope as an optional task, Circlepoint will assist the City in recording written and verbal comments at the hearing. Circlepoint will compile all comments with alpha-numeric codings and develop a list of major issues/concerns. Circlepoint will attend one (1) meeting with City staff following the close of the comment period to discuss the best approach, which may include the use of master responses to facilitate the response to similar or repeated comments. Comment responses will be incorporated to the Final EIR for the City's review.

Circlepoint hours listed in the proposed budget for responses to comments are an allowance. If an unusually large volume of comments are received (over 15 distinct comment letters), Circlepoint will confer with the City to determine an appropriate path forward. The scope and budget also assumes responses do not require substantial additional research, analysis, or meetings with commenters.

Task 7.2: Final EIR

Circlepoint will prepare a Final EIR which includes responses to all public comments received during the circulation period. Consistent with Section 15132 of the CEQA Guidelines, the Final EIR will comprise the following elements:

- Project Description
- A Summary of the Environmental Process
- Identification of the Preferred Alternative
- Responses to Comments, including a list of persons, organizations, and public agencies commenting on the draft EIR; the comments received, and the City's responses to each comment
- An Erratum to address any necessary changes to the Draft EIR that may result from public comments
- Appendices (as needed)

Based on up to two (2) sets of consolidated comments from the City, Circlepoint will revise the responses to comments document and will provide electronic copies of the final EIR to the City.

Key Deliverables: Response to Public Comments, Final EIR.

ASSUMPTIONS

The following assumptions apply to this project:

- » Circlepoint anticipates responding to three (3) rounds of revisions from the City on the EIR including two (2) administrative drafts and one (1) screencheck draft prior to publication.
- » Comments on draft documents will be provided to Circlepoint electronically using Microsoft Word's Track Change feature and will be compiled into a single file. Any conflicting comments between City reviewing staff will be resolved prior to forwarding to the consultants.
- » All submittals will be conducted electronically (PDF and Microsoft Word versions). Electronic versions will be provided in both word and pdf format. Additional hard copies and electronic versions can be provided upon request by the City.
- » Circlepoint assumes that all edits and revisions between the Draft and Final EIR would be minor in nature, would not require any new technical studies, and would not introduce any new significant environmental effects or substantial changes to previously identified mitigation. Should any such revisions be necessary, the Draft EIR may need to be recirculated pursuant to CEQA Guidelines Section 15088.5.
- » Circlepoint assumes the City will lead scheduling, securing the venue, and notification development and distribution for the Public Scoping Meeting. Should the City request additional support in this task, this can be addressed in coordination with the City and the preparation of a scope addendum.

EXHIBIT "C"
MILESTONE SCHEDULE

Attached

EXHIBIT C—MILESTONE SCHEDULE

The Circlepoint team will initiate work on this project upon contract execution. Background research, site visits, and reporting will commence immediately. The completion of the EIR process typically takes 10 to 12 months, depending on the City's review time.

| MILESTONE | ESTIMATED COMPLETION DATE |
|-------------------------------------------------------------------------------------|----------------------------|
| Kick Off Meeting and Submittal of Data Request | Mid-to-Late June, 2022 |
| Receipt of Requested Data | Early July, 2022 |
| Submittal of Draft Project Description | Late July, 2022 |
| City Comments on Draft Project Description | Mid-to-Late August, 2022 |
| Finalization of Project Description | August/September, 2022 |
| Technical Reports Gap Analysis | September, 2022 |
| NOP Preparation | September/October, 2022 |
| City Reviews NOP materials | Early-To-Mid October, 2022 |
| Scoping Meeting | Early November, 2022 |
| Compilation of NOP Comments to be included in EIR | Late November, 2022 |
| Submittal of Administrative Draft EIR | December, 2022 |
| City Provides Comments on Administrative Draft EIR (4 weeks for first review) | January 2023 |
| Submittal of Second Administrative Draft EIR | January/February, 2023 |
| City Provides Comments on Second Administrative Draft EIR (3 week review) | February, 2023 |
| Submittal of Screencheck Draft EIR | March, 2023 |
| Public Circulation of Draft EIR | March, 2023 |
| Public Meetings (Optional) | April, 2023 |
| Meeting with City to discuss Public Comments received | May, 2023 |
| Submittal of First Draft of Final EIR | May, 2023 |
| City Review Provides Comments on First Draft of Final EIR (3 week review) | June, 2023 |
| Submittal of Final EIR | June/July, 2023 |

EXHIBIT "D"
PAYMENT SCHEDULE

Attached

EXHIBIT D—PAYMENT SCHEDULE

Circlepoint would complete the tasks described above for a not-to-exceed fee of **\$158,988**.

Circlepoint Budget

M5528 Gilroy AWS Data Center

| Tasks | Comms | | | | | | | | Total Hours | Total Dollars |
|-------------------------------------------------------------------------|--------------|-----------|------------|------------|------------|-------------------------|-------------------|--------------|----------------------|---------------|
| | Principal | Sr. PM | PM | Sr. Assoc | Associate | Assistant / Coordinator | Sr. Web/ Graphics | | | |
| | Rates \$ 252 | \$ 197 | \$ 173 | \$ 138 | \$ 118 | \$ 103 | \$ 144 | | | |
| Task 1 Kickoff, Project Description, and other Meetings | | | | | | | | | | |
| 1.1 Kick Off Meeting | 1 | - | 4 | 3 | - | - | - | 8 | \$ 1,244.00 | |
| 1.2 Bi-Weekly Check In Meetings | - | - | 24 | 24 | - | - | - | 48 | \$ 7,464.00 | |
| 1.3 Planning Comissions/City Council Meetings | 4 | - | 27 | 6 | - | - | - | 37 | \$ 6,570.00 | |
| Subtotal Task 1 Kickoff, Project Description, and other Meetings | 5 | - | 55 | 33 | - | - | - | 93 | \$ 15,278.00 | |
| Task 2 Public Scoping and NOP | | | | | | | | | | |
| 2.1 Public Scoping Meeting | 1 | 4 | 2 | - | 2 | 8 | 2 | 19 | \$ 2,608.00 | |
| 2.2 NOP materials | 1 | - | 6 | 7 | 8 | - | - | 20 | \$ 2,912.00 | |
| Subtotal Task 2 Public Scoping and NOP | 1 | - | 6 | 7 | 8 | - | - | 39 | \$ 5,520.00 | |
| Task 3 Project Description | | | | | | | | | | |
| 3.1 Project Description | 2 | - | 10 | 8 | 8 | 6 | - | 34 | \$ 4,878.00 | |
| Subtotal Task 3 Project Description | 2 | - | 10 | 8 | 8 | 6 | - | 34 | \$ 4,878.00 | |
| Task 4 Project Management | | | | | | | | | | |
| 4.1 Project Management and Coordination | 8 | 18 | 72 | 18 | - | - | - | 116 | \$ 20,540.00 | |
| Subtotal Task 4 Project Management | 8 | 18 | 72 | 18 | - | - | - | 116 | \$ 20,540.00 | |
| Task 5 Technical Studies | | | | | | | | | | |
| 5.1 Gap Analysis | 4 | - | 20 | 18 | 15 | - | - | 57 | \$ 8,580.00 | |
| Subtotal Task 5 Technical Studies | 4 | - | 20 | 18 | 15 | - | - | 57 | \$ 8,580.00 | |
| Task 6 Admin Draft EIR | | | | | | | | | | |
| 6.1 Admin Draft EIR | 10 | - | 40 | 85 | 92 | 100 | - | 327 | \$ 42,270.00 | |
| 6.2 Screencheck Draft EIR | 4 | - | 20 | 30 | 40 | 50 | - | 144 | \$ 18,500.00 | |
| 6.3 Public Draft EIR | 4 | - | 20 | 28 | 38 | 38 | - | 126 | \$ 16,440.00 | |
| Subtotal Task 6 Admin Draft EIR | 18 | - | 80 | 142 | 170 | 188 | - | 597 | \$ 77,210.00 | |
| Task 7 Final EIR | | | | | | | | | | |
| 7.1 Response to Public Comments and Final EIR | 2 | - | 20 | 20 | 22 | 22 | - | 85 | \$ 11,386.00 | |
| 7.2 Final EIR | 4 | - | 10 | 12 | 12 | 14 | - | 52 | \$ 7,126.00 | |
| Subtotal Task 7 Final EIR | 2 | - | 20 | 20 | 22 | 22 | - | 137 | \$ 18,512.00 | |
| Labor Subtotal | 37 | 18 | 257 | 240 | 215 | 216 | - | 1,072 | \$ 150,518.00 | |
| Labor Contingency | | | | | | | | | \$ - | |
| Total Labor | | | | | | | | | \$ 150,518.00 | |

ODCs

| | |
|---------------------------------------------|-------------|
| Travel | \$ 500.00 |
| Scoping Meeting (Printing, Materials, Misc) | \$ 1,000.00 |
| Notification Mailer (NOA) | \$ 5,000.00 |
| Display Ad Placement | \$ 1,200.00 |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |

Subtotal ODCs

| | |
|-----------------------|--------------------|
| 10.0% Mark-Up on ODCs | \$ 770.00 |
| Total ODCs | \$ 8,470.00 |

TOTAL

| | |
|--------------|----------------------|
| TOTAL | \$ 158,988.00 |
|--------------|----------------------|

Assumptions

Rates are effective through December 31, 2022 and are subject to annual escalation
Please see scope of work for detailed assumptions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--|---------------------------------------------|---------------------------------------|-----------------------------------------------------|--|--------------------------------------|--|-------------------------------------|---------------------|-----------------------------------------------------------|-------|------------------------------------------|-------|---------------------------------------------|-------|-------------------|--|-------------------|--|
| PRODUCER Risk Strategies Company 700 Airport Boulevard, Suite 300 Burlingame, CA 94010 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Emily Elsbree</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (650) 762-0425</td> <td>FAX (A/C. No.): (650) 762-0490</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: eelsbree@risk-strategies.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Sentinel Ins. Co.</td> <td style="text-align: right;">NAIC # 11000</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td style="text-align: right;">22357</td> </tr> <tr> <td>INSURER C: AXIS Insurance Company</td> <td style="text-align: right;">37273</td> </tr> <tr> <td>INSURER D: Berkley Assurance Company</td> <td style="text-align: right;">39462</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT NAME: Emily Elsbree | | PHONE (A/C. No. Ext): (650) 762-0425 | FAX (A/C. No.): (650) 762-0490 | E-MAIL ADDRESS: eelsbree@risk-strategies.com | | INSURER(S) AFFORDING COVERAGE | | INSURER A: Sentinel Ins. Co. | NAIC # 11000 | INSURER B: Hartford Accident and Indemnity Company | 22357 | INSURER C: AXIS Insurance Company | 37273 | INSURER D: Berkley Assurance Company | 39462 | INSURER E: | | INSURER F: | |
| CONTACT NAME: Emily Elsbree | | | | | | | | | | | | | | | | | | | | | |
| PHONE (A/C. No. Ext): (650) 762-0425 | FAX (A/C. No.): (650) 762-0490 | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: eelsbree@risk-strategies.com | | | | | | | | | | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Sentinel Ins. Co. | NAIC # 11000 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: Hartford Accident and Indemnity Company | 22357 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: AXIS Insurance Company | 37273 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: Berkley Assurance Company | 39462 | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Circlepoint 200 Webster Street, Suite 200 Oakland CA 94607 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 68221062 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|-----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | | 57SBARI3554 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 57SBARI3554 | 10/1/2021 | 10/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 57SBARI3554 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 57WECGH2835 | 10/1/2021 | 10/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Professional Liability Retroactive Date 1: 11/01/1987 Retroactive Date 2: 05/14/2015 | | | DP004180032021 | 10/1/2021 | 10/1/2022 | Per Claim \$2,000,000 Annual Aggregate \$2,000,000 Pollution Liability Included Per Claim \$2,000,000 |
| D | Cyber Liability | | | BCRS1RS40009500 | 7/16/2021 | 7/16/2022 | Per Claim \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Gilroy, its officers and employees are included as additional insured/s per form SS00080405.

CERTIFICATE HOLDER

City of Gilroy
 7351 Rosanna Street
 Gilroy CA 95020-6197

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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BUSINESS LIABILITY COVERAGE FORMCirclepoint
57SBARI3554**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and

- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve the Final Map for Greenfield Development, Tract 10666

Meeting Date: July 28, 2025

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted by: John Doughty, Public Works Director

Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Approve the Final Map for Greenfield Development, Tract 10666, APN 808-20-008.

EXECUTIVE SUMMARY

BACKGROUND

On November 5, 2018, the City Council approved tentative map (TM) 16-02 for James Suner, creating 14 single-family lots and associated private streets that the Homeowners Association will maintain from an 8.36-acre parcel. The property is located at the northern terminus of Greenfield Drive, south of Uvas Creek, east of Las Animas Elementary School/Glen Loma Ranch Specific Plan Area development, and east of the Villagio residential development (APN 808-20-008) [Reference: Resolution No. 2018-44, TM 16-02].

This project has received the following Tentative Map time extensions:

- Extension #1: 6/1/20: City/State automatic extension due to the COVID-19 pandemic: City Council Resolution 2020-23 extended projects through 5/31/21.
- Extension #2: 9/29/20: City/State automatic extension due to the COVID-19

pandemic. AB 1561 provided 18-month extensions, with a new TM expiration of 11/30/22.

- Extension #3: 2/2/7/23: The City Council approved a 12-month extension, with a new TM expiration date of 11/30/23.
- Extension #4: 2/5/24: The City Council approved a 12-month extension, with a new TM expiration date of 11/30/24.
- Extension #5: 12/9/24: The City Council approved a 12-month extension, with a new TM expiration date of 11/30/25.

ANALYSIS

The Suner Corporation is requesting approval of the Tract 10666 Greenfield Final Map, right-of-way and public easement dedications, and construction of site improvements, including: paving, curb, gutter, driveways, sidewalk, landscape, lighting, storm drain, water, and sewer to serve the development. As part of the site improvements, the Developer is required to provide Faithful Performance and Payment bonds of \$262,140.20 for 100% of the estimated construction cost of the improvements.

Staff have reviewed the Tract 10666 Final Map and determined that the Map is ready for recording with Santa Clara County, once approved by the City Council.

ALTERNATIVES

The Council may deny the request and let the Tentative Map expire. Staff does not recommend this alternative because the developer has met all conditions, and the map is compliant with the California Subdivision Map Act.

FISCAL IMPACT/FUNDING SOURCE

There is no net impact to the General Fund. Plan check and inspection fees have been collected to cover the costs associated with this action. The developer has submitted bonding and insurance for the above-referenced site improvements and Final Map. All the above-required improvements are part of the developer's responsibility, and there are no reimbursements required for this project.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. Final Map (Not Signed) - Tr 10666 2025 07 09

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL OF PARCEL 'A' (UVAS CREEK PARK RESERVE) AS SHOWN ON THE WITHIN MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PEDESTRIAN INGRESS AND EGRESS EASEMENT" AS SHOWN ON THE WITHIN MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "P.S.E." (PUBLIC SERVICE EASEMENT) AS SHOWN ON THE WITHIN MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT) AS SHOWN ON THE WITHIN MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "W.L.E." (WATER LINE EASEMENT) AS SHOWN ON THE WITHIN MAP.

WE HEREBY RESERVE FOR THE OWNERS OF THE LOTS WITHIN THE 'GREENFIELD' SUBDIVISION PROJECT, PARCELS 'D' AND 'E' FOR PRIVATE STREET AND UTILITY PURPOSES. SAID PARCELS SHALL BE UTILIZED FOR PRIVATE PURPOSES (INGRESS AND EGRESS, PARKING WHERE DESIGNATED, PRIVATE UTILITY FACILITIES, LANDSCAPING) AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR THIS SUBDIVISION. SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION. NO FURTHER SUBDIVISION OF SAID PARCELS WILL BE ALLOWED.

WE HEREBY RESERVE FOR THE OWNERS OF THE LOTS WITHIN THE 'GREENFIELD' SUBDIVISION PROJECT, PARCEL 'C' FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE STORM DRAINAGE AND LANDSCAPING PURPOSES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR THIS SUBDIVISION. SAID PARCEL SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION. NO FURTHER SUBDIVISION OF SAID PARCEL WILL BE ALLOWED.

WE HEREBY RESERVE FOR THE OWNERS OF THE LOTS WITHIN THE 'GREENFIELD' SUBDIVISION PROJECT, PARCEL 'B' FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UTILITIES AND LANDSCAPING PURPOSES AS DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR THIS SUBDIVISION. SAID PARCEL SHALL BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION. NO FURTHER SUBDIVISION OF SAID PARCEL WILL BE ALLOWED.

WE HEREBY RESERVE FOR THE OWNERS OF THE LOTS WITHIN THE 'GREENFIELD' SUBDIVISION PROJECT, PRIVATE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAIN FACILITIES AND ANY APPURTENANCES THERETO LYING UNDER, OVER ON AND ACROSS THOSE STRIPS OF LAND DESIGNATED AND DELINEATED AS PRIVATE STORM DRAIN EASEMENT (Pr.S.D.E.) SHOWN ON THE WITHIN MAP. MAINTENANCE OF SAID EASEMENT WILL BE DEFINED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR THIS SUBDIVISION.

ALL OF THE HEREIN DESCRIBED STREETS AND EASEMENTS SHALL BE KEPT FREE OF ALL BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS AND OBSTRUCTIONS THAT IMPAIR THE USE OF OR ARE INCONSISTENT WITH THE PURPOSES OF THE STREET AND EASEMENT .

SUBDIVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, CITY COUNCIL, PLANNING COMMISSION OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

OWNER:
DULCET LLC, A COLORADO LIMITER LIABILITY COMPANY

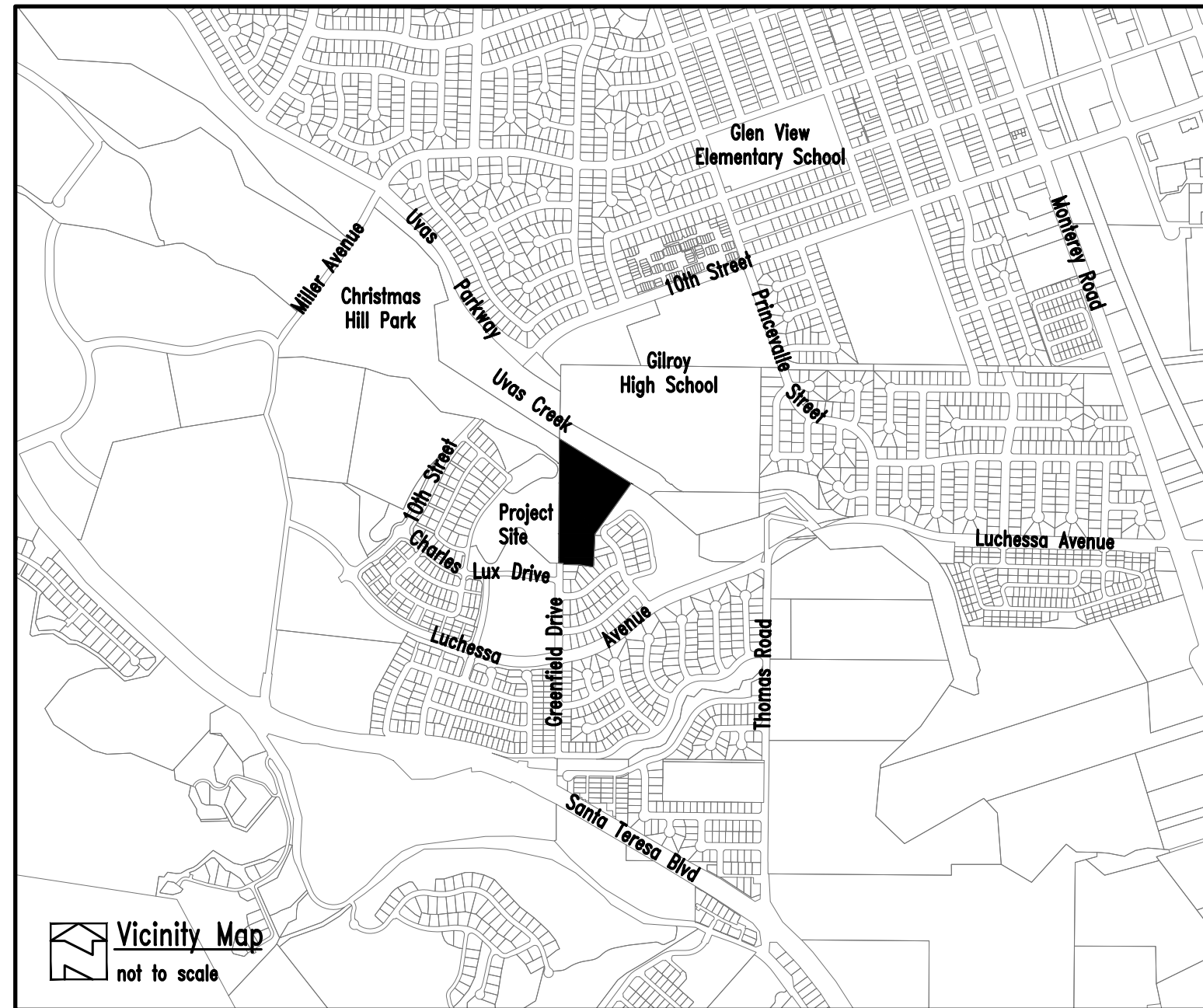
BY: _____
ITS: _____

TRUSTEE:
JEFFRY P. TONE, PER THAT DEED OF TRUST RECORDED MARCH 29, 2022 AS INSTRUMENT NO. 25270993, IN OFFICIAL RECORDS OF SANTA CLARA COUNTY.

BY: _____
ITS: _____

BENEFICIARY:
FIRST ASSEMBLY OF GOD OF GILROY, INC., PER THAT DEED OF TRUST RECORDED FEBRUARY 11, 2022 AS INSTRUMENT NO. 25238788, IN OFFICIAL RECORDS OF SANTA CLARA COUNTY.

BY: _____
ITS: _____



Vicinity Map
not to scale

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP, DESIGNATED AS TRACT NO. 10666; THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JORGE DURAN, INTERIM CITY ENGINEER
CITY OF GILROY, CALIFORNIA
R.C.E. 59978

DATE _____

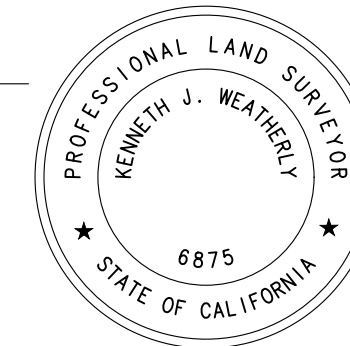


SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAMES SUNER (THE SUNER GROUP) ON FEBRUARY 9, 2022, AND THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS BEFORE OCTOBER 2025, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

KENNETH J. WEATHERLY
P.L.S. NO. 6875

DATE _____

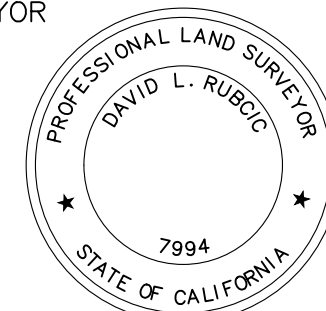


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP, DESIGNATED AS TRACT NO. 10666, AND THAT I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DAVID RUBCIC, CITY SURVEYOR
P.L.S. NO. 7994

DATE _____



STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THIS FINAL MAP, DESIGNATED TRACT NO. 10666, WAS DULY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF GILROY ON _____.

PLANNING MANAGER – COMMUNITY DEVELOPMENT
CITY OF GILROY

DATE _____

STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP, DESIGNATED TRACT NO. 10666, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF GILROY AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, _____; AND THAT SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF PARCEL 'A' (UVAS CREEK PARK PRESERVE) AS OPEN SPACE (IN FEE), THE PUBLIC SERVICE EASEMENT (P.S.E.), AND THE EMERGENCY VEHICLE ACCESS EASEMENT (E.V.A.E.), FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE DEDICATION, AS SHOWN ON THIS MAP.

BRYCE ATKINS – ACTING CITY CLERK
CITY OF GILROY

DATE _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF MAPS, AT PAGE(S) _____

THRU _____, SANTA CLARA COUNTY RECORDS, AT THE REQUEST OF ORANGE COAST TITLE COMPANY OF NORTHERN CALIFORNIA, INC.

FEE: _____

FILE NO. _____

REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

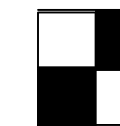
BY: _____
DEPUTY

TRACT NO. 10666 "GREENFIELD"

BEING PORTIONS OF LOT 13, AS SHOWN ON THAT MAP ENTITLED 'MASSEY THOMAS, SR. SUBDIVISION OF LAS ANIMAS RANCH LOT 15',

FILED IN BOOK 'G' OF MAPS, AT PAGE 59
LYING WITHIN THE CITY OF GILROY
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

JULY 2025 SCALE: NONE



HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SHEET ONE OF THREE SHEETS

JOB NO. 16011

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

BENEFICIARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
NOTARY'S SIGNATURE: _____
NOTARY'S NAME: _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____
NOTARY'S COMMISSION NUMBER: _____
EXPIRATION OF NOTARY'S COMMISSION: _____

NOTES

1. THE DISTINCTIVE BOUNDARY LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
2. THE AREA WITHIN THE DISTINCTIVE BOUNDARY IS 8.36 ACRES± (gross).
3. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
4. A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY QUANTUM GEOTECHNICAL, INC., DATED MAY 14, 2019, PROJECT F017.G.
5. RED CURBING AND SIGNAGE SHALL BE MAINTAINED BY THE HOA. A PARKING ENFORCEMENT SHALL BE IMPLEMENTED BY THE HOA AND PARCELS A AND C SUBJECT TO VEGETATION MANAGEMENT BY THE HOA

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURE OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. SANTA CLARA VALLEY WATER DISTRICT – AN EASEMENT FOR WATER MANAGEMENT AND/OR STORM WATER DRAINAGE PURPOSES RECORDED JULY 9, 1990, INSTRUMENT NO. 10581016, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
2. THOMAS ROAD PROPERTIES LTD – GRANT OF TEMPORARY EASEMENT RECORDED DECEMBER 21, 1987, INSTRUMENT NO. 9545871, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

TRACT NO. 10666 "GREENFIELD"

BEING PORTIONS OF LOT 13, AS SHOWN ON THAT MAP ENTITLED 'MASSEY THOMAS, SR. SUBDIVISION OF LAS ANIMAS RANCH LOT 15', FILED IN BOOK 'G' OF MAPS, AT PAGE 59 LYING WITHIN THE CITY OF GILROY COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

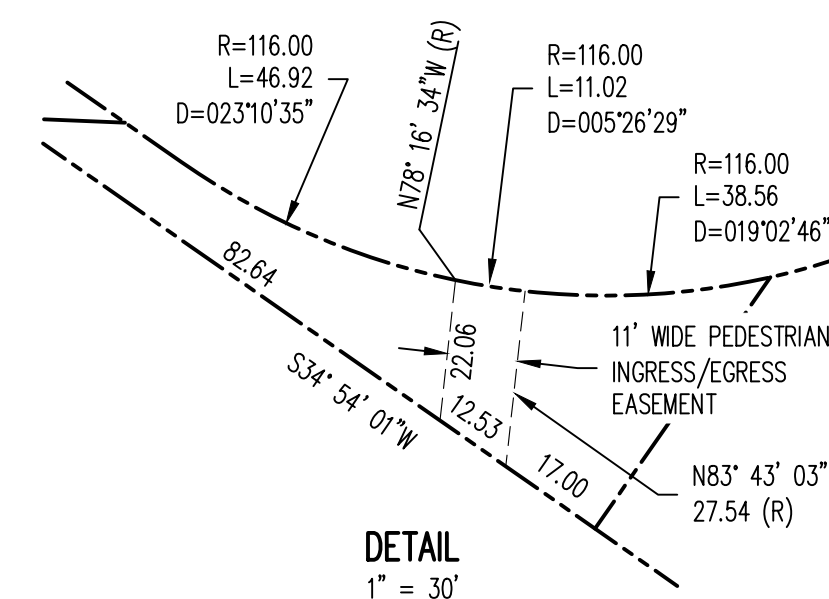
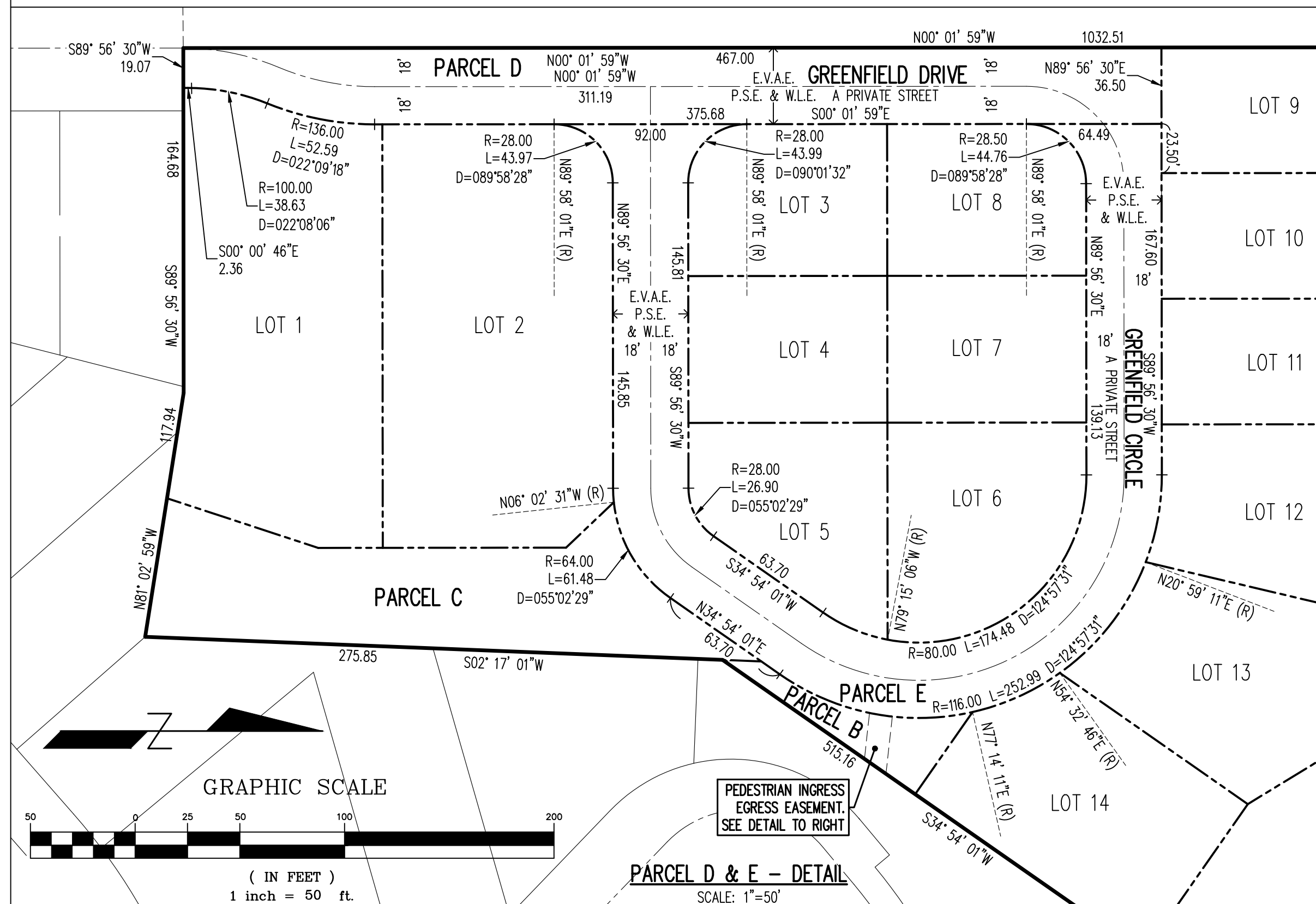
JULY 2025

SCALE: 1"=50'

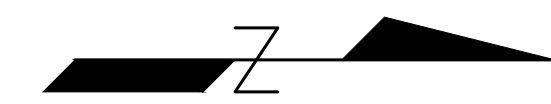
 HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

SHEET TWO OF THREE SHEETS

JOB NO. 16011

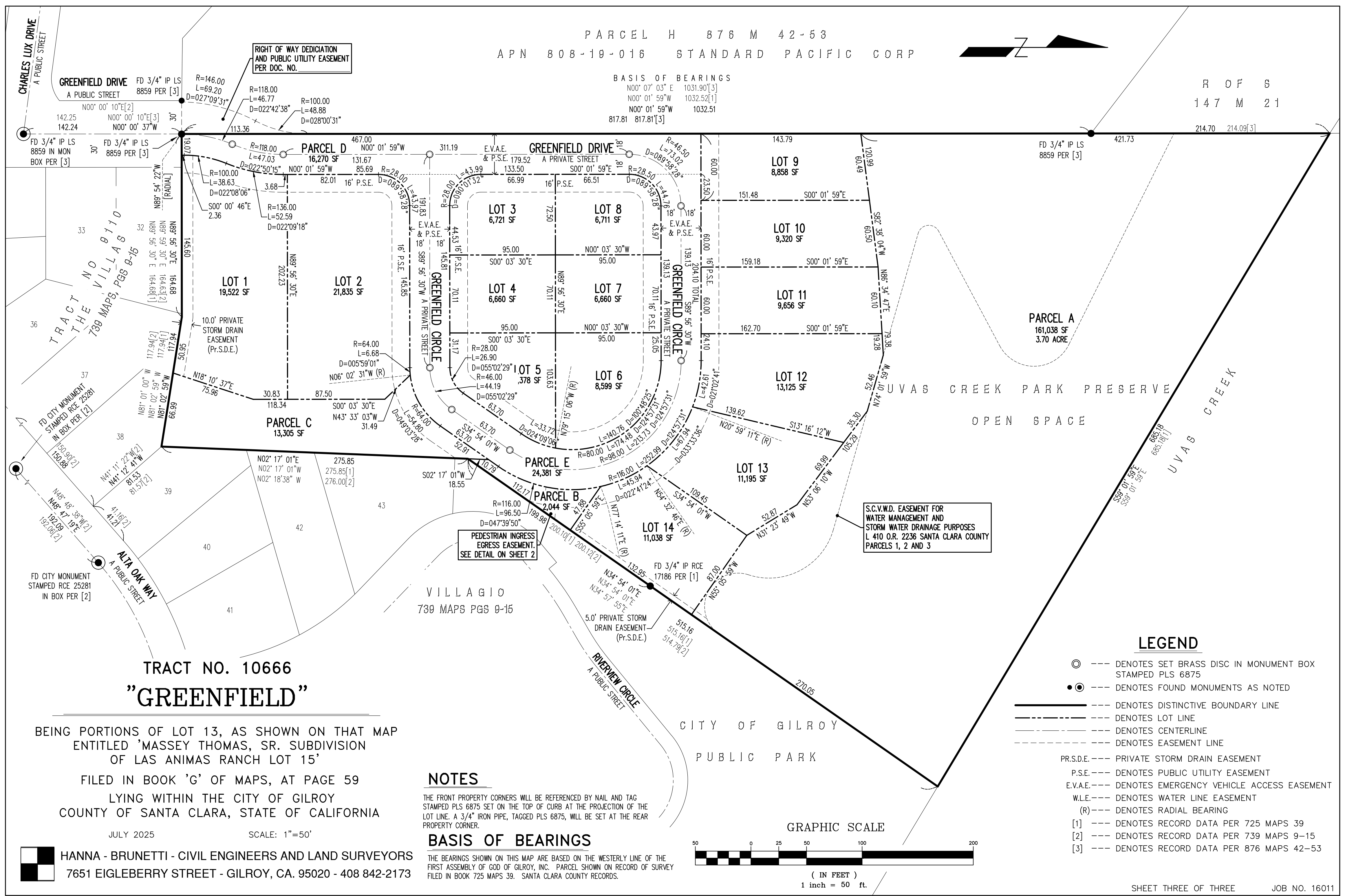


PARCEL H 876 M 42-53
 APN 808-19-016 STANDARD PACIFIC CORP



R O F S
 147 M 21

BASIS OF BEARINGS
 N00° 07' 03" E 1031.90[3]
 N00° 01' 59" W 1032.52[1]
 N00° 01' 59" W 1032.51
 817.81 817.81[3]



TRACT NO. 10666
 "GREENFIELD"

BEING PORTIONS OF LOT 13, AS SHOWN ON THAT MAP ENTITLED 'MASSEY THOMAS, SR. SUBDIVISION OF LAS ANIMAS RANCH LOT 15' FILED IN BOOK 'G' OF MAPS, AT PAGE 59 LYING WITHIN THE CITY OF GILROY COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

JULY 2025 SCALE: 1"=50'

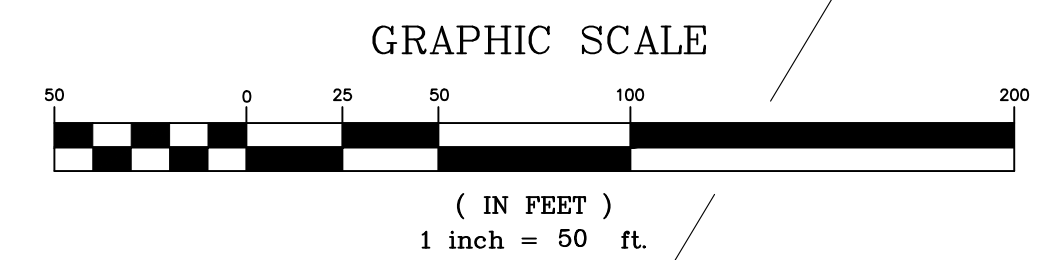
HANNA - BRUNETTI - CIVIL ENGINEERS AND LAND SURVEYORS
 7651 EIGLEBERRY STREET - GILROY, CA. 95020 - 408 842-2173

NOTES

THE FRONT PROPERTY CORNERS WILL BE REFERENCED BY NAIL AND TAG STAMPED PLS 6875 SET ON THE TOP OF CURB AT THE PROJECTION OF THE LOT LINE. A 3/4" IRON PIPE, TAGGED PLS 6875, WILL BE SET AT THE REAR PROPERTY CORNER.

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS MAP ARE BASED ON THE WESTERLY LINE OF THE FIRST ASSEMBLY OF GOD OF GILROY, INC. PARCEL SHOWN ON RECORD OF SURVEY FILED IN BOOK 725 MAPS 39. SANTA CLARA COUNTY RECORDS.



LEGEND

- ⊙ --- DENOTES SET BRASS DISC IN MONUMENT BOX STAMPED PLS 6875
- --- DENOTES FOUND MONUMENTS AS NOTED
- DENOTES DISTINCTIVE BOUNDARY LINE
- DENOTES LOT LINE
- DENOTES CENTERLINE
- DENOTES EASEMENT LINE
- PR.S.D.E. --- PRIVATE STORM DRAIN EASEMENT
- P.S.E. --- DENOTES PUBLIC UTILITY EASEMENT
- E.V.A.E. --- DENOTES EMERGENCY VEHICLE ACCESS EASEMENT
- W.L.E. --- DENOTES WATER LINE EASEMENT
- (R) --- DENOTES RADIAL BEARING
- [1] --- DENOTES RECORD DATA PER 725 MAPS 39
- [2] --- DENOTES RECORD DATA PER 739 MAPS 9-15
- [3] --- DENOTES RECORD DATA PER 876 MAPS 42-53



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve a Fifth Amendment to the Contract for CSG Consultants, Inc., Increasing the Contract Amount by \$25,000, for On-Call Engineering Plan Review and City Surveyor Services, for a Contract Total of \$480,000

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Economic Development Activities
Promote Safe and Affordable Housing for All

RECOMMENDATION

Approve a contract amendment to the agreement with CSG Consultants, Inc. to add \$25,000 for On-Call Engineering Plan Review and City Surveyor Services and authorize the City Administrator to execute the amendment and associated documents.

EXECUTIVE SUMMARY

The Public Works Department (Department) oversees the review and approval of land subdivision projects, compliance with the Subdivision Map Act, engineering plan review, and recording land subdivision mapping documents. Since the Department does not have an in-house Licensed Surveyor (City Surveyor), the Department fulfills this statutory obligation through a specialized professional consultant, CSG Consultants, Inc.

Due to a high volume of development applications during FY25, particularly those involving final maps, the adopted budget of \$100,000 for FY25 proved insufficient to cover the costs. The contract increase of \$25,000 will adequately enable staff to pay the projected remaining invoices and close out the FY25 contract, resulting in a total annual

cost of \$125,000. Applicants pay the annual costs, and there is no direct General Fund impact. No budgetary appropriations are needed as this increase will be absorbed by the projected year-end savings.

BACKGROUND

The City Council awarded a three-year contract to CSG on August 4, 2020, for engineering plan review and City Surveyor services. This agreement has been amended four times since the original approval.

The Public Works Land Development Section is responsible for reviewing and approving land development applications, land subdivisions, infrastructure improvements, and construction projects according to the Gilroy City Code. To comply with the Subdivision Map Act requirements, maintain timely project delivery, and meet customer service expectations established by the City Council, the Department supplements its staffing resources and City Surveyor services through professional service contracts.

ANALYSIS

Due to a high number of development applications requiring City Surveyor Plan Review services during FY25, the adopted budget of \$100,000 for FY25 is insufficient to cover the costs incurred in FY25. An additional contractual increase of \$25,000 is needed for FY25 to close out the contract year and ensure the City continues to provide the critical services in Land Development Subdivision services. The final two months of the fiscal year included work on several final maps, which accounted for much of the unexpected year-end costs. The City continues to obtain cost reimbursements fully recoverable through private development plan review fees.

ALTERNATIVES

The alternative to the staff recommendation is not to approve the amendment. Staff does not recommend this option as the costs have been incurred, costs are being covered by the applicants, and the City does not have a Licensed Surveyor to complete such tasks.

FISCAL IMPACT/FUNDING SOURCE

The support services are primarily funded by the plan check and inspection fees paid by private developers, and are received and expended within the Engineering Division in the General Fund (100). Staff is requesting Council's approval of the contractual increase of \$25,000 to cover incurred costs through June 30, 2025, and to pay out the remaining invoices. No budgetary appropriations are needed as this increase will be absorbed by the projected year-end savings.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. CSG Fifth Amendment
2. CSG On-Call Engineering and City Surveyor

**FIFTH AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND CSG CONSULTANTS, INC.**

This Fifth Amendment to the Agreement for Services (“Fifth Amendment”) is made and entered into as of July 28, 2025 (“Effective Date”), by and between the City of Gilroy, a California municipal corporation (“CITY”), and CSG Consultants, Inc. (“CONSULTANT”).

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and CSG Consultants, Inc. entered into that certain agreement entitled Fifth Amendment to the Agreement for Services Between the City of Gilroy and CSG Consultants, Inc., effective on August 4, 2020, hereinafter referred to as “Original Agreement”; and

WHEREAS, City and CSG Consultants, Inc. have determined it is in their mutual interest to amend certain terms of the Original Agreement.

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

1. Article 1. TERM OF AGREEMENT of the Original Agreement shall be amended to read as follows:

This Agreement will become effective on August 4, 2020, and will continue in effect through **June 30, 2025**, unless terminated in accordance with the provisions of Article 7 of this Agreement.

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

2. Article 4. COMPENSATION (Consideration) of the Original Agreement shall be amended to read as follows:

Consideration

“In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit “D”** (“Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed **\$480,000.00.**”

3. This Amendment shall be effective on July 28, 2025.

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

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

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

EXHIBIT “D”

PAYMENT SCHEDULE

CONSULTANT will invoice the CITY monthly for time spent conducting services on an as needed basis. Total compensation shall not exceed the amount set forth under Article 4, Section A of this agreement, unless CONSULTANT and CITY agree to do so by amendment.

CSG Engineering Division Hourly Rates

Calendar Year 2024

San Francisco Bay Area



CSG Consultants’ services are billed on a time-and-materials basis according to our standard rates, shown below.

| PROFESSIONAL ENGINEERING SERVICES | HOURLY RATE |
|-----------------------------------|-------------|
| Administrative Assistant | \$90 |
| Analyst | \$150 |
| Construction Inspector | \$165 |
| Assistant Resident Engineer | \$195 |
| Assistant Engineer | \$165 |
| Associate Engineer | \$200 |
| Associate Surveyor | \$195 |
| Senior Construction Inspector | \$185 |
| Senior Engineer | \$220 |
| Senior Land Surveyor | \$220 |
| Resident Engineer | \$240 |
| Structure Representative | \$240 |
| Senior Project Manager | \$245 |
| Principal Engineer | \$270 |
| Senior Principal Engineer | \$290 |
| Two-Person Survey Crew | \$395 |

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers’ compensation insurance, travel and office expenses. CSG will coordinate the pickup and return of plans between CSG and agency offices. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.

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

This AGREEMENT made this 15th day of October, 2020, between:

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

and CONSULTANT: CSG Consultants, Inc., having a principal place of business at 550 Pilgrim Drive, Foster City, CA 94404.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on 8/4/2020 and will continue in effect through 6/30/2021 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

(Ck)

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit “D”** (“Payment Schedule”). In no event however shall the total compensation paid to CONSULTANT exceed \$175,000.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

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

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers’ Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

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

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

1. CONSULTANT'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONSULTANT'S breach of any of its representations, warranties or covenants contained in this Agreement.

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

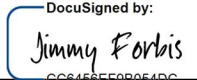
CONSULTANT:

CITY:

CSG CONSULTANTS, INC.

CITY OF GILROY

By: 
DocuSigned by: 7AC12FF2224A4B2...

By: 
DocuSigned by: CC6456EF9B054DC...

Name: Cyrus Kianpour, P.E., P.L.S

Name: Jimmy Forbis

Title: President

Title: City Administrator

Social Security or Taxpayer Identification Number 91-2053749

Approved as to Form

DocuSigned by:
Andy Faber
C8E3D430629E4E5...

City Attorney

ATTEST:

DocuSigned by:
Shawna Freels
11CC642848D046F...

City Clerk

EXHIBIT “A”

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Jorge Duran
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: Hatem Ahmed
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

Development Plan Review

- Review tentative maps, tentative parcel maps, architectural review, improvement plans, building development applications, technical reports, studies, and other application documents. Coordinate review with other CITY staff and/or outside agencies as needed.
- Attend follow-up meetings with CITY Planning Division staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.
- Prepare conditions of approval for project and submit to CITY Planning Division.

Surveyor Map Review

- Review final maps, parcel maps, tentative maps, tentative parcel maps, lot line adjustments, lot mergers, street vacations, and any other surveyor functions needed.
- Plan Review includes evaluation of required records, studies, and additional materials submitted by the design professional. Confirm that plans conform to CITY standard design criteria, the CITY Municipal Code, and Subdivision Map Act.
- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant’s engineer, with a copy to CITY staff and the applicant. A complete red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. The comment summary letter and red-lined plan sheets will be scanned by the design consultant within 24 hours and electronic copy provided to the CONSULTANT.
- When requested by CITY staff, the consultant will meet with the applicant/representative and CITY staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CONSULTANT will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.

Staffing

- All plan reviews will be conducted by a State of California licensed Surveyor or by a civil engineer licensed to practice land surveying in the State of California.
- Each plan review is assigned to a design plan reviewer with oversight by CITY staff. The assigned plan reviewer will be committed to the project and will furnish all subsequent reviews for the project.
- CONSULTANT plan review staff will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00AM through 5:00PM. Web

conferences, fax, and conference calls are other forms of communications between CONSULTANT and CITY Staff.

Plan Check Time Lines

- CITY staff will notify the CONSULTANT ten (10) days in advanced of a plan submittal, and provide a summary of the project and plan submittal. Within 2 (two) days, the CONSULTANT will provide CITY staff with a time estimate to complete the plan review.
- CONSULTANT shall achieve quality plan review while maintaining consistently superior turnaround times. CONSULTANT shall perform plan review within the following time lines, stated in working days, upon receipt of complete application package: fifteen (15) days for first plan checks and ten (10) days for re-checks/back checks. Electronic review of plan revisions submitted in response to prior comments can be performed in order to expedite the review process.

Accelerated Plan Review

- If required by the CITY, CONSULTANT will have the ability to perform plan review services within and accelerated time frame. This will be negotiated between the applicant, the CITY's Land Development Engineer, and CONSULTANT. In most cases, CONSULTANT will complete initial plan review in fewer than ten working days (five working days for rechecks). However, it is understood that some plans may require additional time. In those instances, CONSULTANT shall notify and receive approval by the CITY of the expected processing time prior to performing the plan review.

Online Plan Check Status

- CONSULTANT shall make available online services to enable CITY and authorized applicants to determine the status of plan checks.

EXHIBIT “C”

MILESTONE SCHEDULE

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. CONSULTANT will perform turnaround times based upon the agreed-upon polices and standards established and agreed by the CITY and CONSULTANT. Turnaround times include pickup, Quality Assurance/Quality Control, and delivery to CITY.

CONSULTANT will attempt to reduce the need for formal resubmittals to the City by reviewing electronic submittals of revisions provided directly to CONSULTANT. Turnaround times would vary based on the scope of the review, but would typically be returned within one to two working days.

EXHIBIT "D"

PAYMENT SCHEDULE

CONSULTANT will invoice the CITY monthly for time spent conducting services on an as-needed basis. Total compensation shall not exceed the amount set forth under Article 4, Section A of this agreement, unless CONSULTANT and CITY agree to do so by amendment.



City of Gilroy

STAFF REPORT

Agenda Item Title: Claim of Nancy Cruz (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

Meeting Date: July 28, 2025

From: Jimmy Forbis, City Administrator

Department: Administrative Services

Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director

Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

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 July 28, 2025 meeting:

- Claim of Nancy Cruz

Attachments:

1. Claim for Nancy Cruz

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 MAY 07 2025

TO: CITY OF GILROY

Date of Birth of Claimant

10/09/80

Name of Claimant

Nancy Cruz

Occupation of Claimant

Manager Subway

Home Address of Claimant

7730 Laurel Dr

City and State

Gilroy CA

Home Telephone Number

(669)500-6041

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:

7730 Laurel Dr Gilroy CA 95020 (669)500-6041

Claimant's e-mail address

cruz.nancy1007@gmail.com

When did DAMAGE or INJURY occur?

Date 04/23/24

Time 8:30

Names of any city employees involved in INJURY or DAMAGE:

If claim is for Equitable Indemnity, give date claimant served with the complaint:

Date

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:

I was parked on Second st. between Monterey and Egleberry St. the parking~~s~~ that are located on the^{side} St. closer to 7790 Egleberry. I was parked on the parallel parking~~s~~ on second st.

Describe in detail the DAMAGE or INJURY occurred:

A Branch fell on the top hood of my car and dented various areas of the top hood mid hood lower hood and side of top car. It also hit left side of door including left top side ~~of~~ above door. It also scratched around the same areas where the dents were made including the side door (left side) and the top side of the left door and the car hood and its side.

Why do you claim the city is responsible?

I think its the cities responsibility because it was located on the street side walk.

Describe in detail each INJURY or DAMAGE:

About 15 areas with scratches and about 10 areas with dents

SEE PAGE 2 (OVER)

THIS CLAIM MUST BE SIGNED ON REVERSE SIDE

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

Damages incurred to date (exact):

Damage to property..... \$ 5,442.92
 Expense for medical and hospital care..... \$ _____
 Loss of earnings..... \$ _____
 Special damages for..... \$ _____
 General damages..... \$ _____
 Total damages incurred to date \$ _____

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 ... \$ _____

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

Was damage and/or injury investigated by police? _____ If so, what city? _____

Were paramedics or ambulance called? _____ 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:

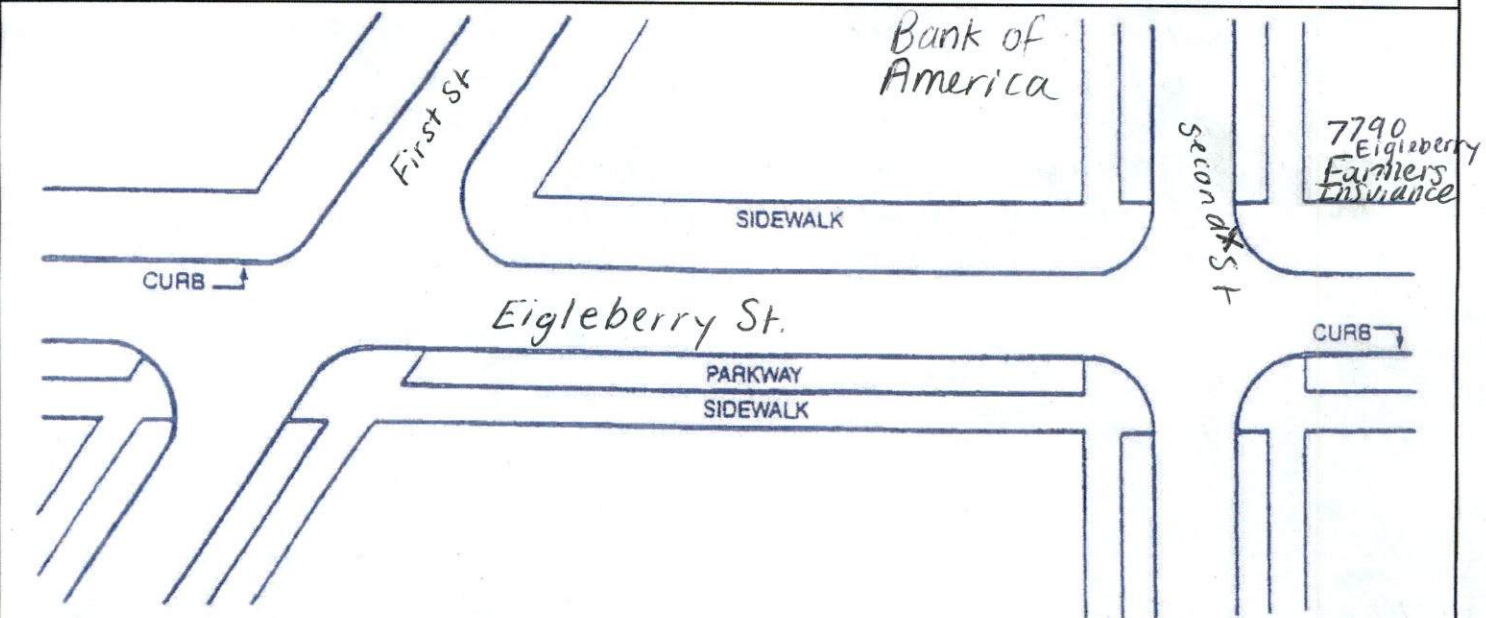
| | | |
|----------------|---------------|-------------------------|
| Hospital _____ | Address _____ | Date Hospitalized _____ |
| Doctor _____ | Address _____ | Date of Treatment _____ |
| Doctor _____ | Address _____ | Date of Treatment _____ |

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:

Date:

[Handwritten Signature]

Nancy Cruz

05/07/25

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 First Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Julie Oates, Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

Approve the first amendment to the agreement with Cal-West Lighting & Signal Maintenance, Inc. to add \$77,196.31 for Streetlight and Traffic Signal Maintenance Services and authorize the City Administrator to execute the amendment and associated documents.

EXECUTIVE SUMMARY

The Public Works Department (Department) oversees the operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks. Since the Department does not have internal staff dedicated to these tasks, the Department fulfills this need with the help of a specialized maintenance contractor, Cal-West Lighting & Signal Maintenance, Inc. (Cal-West).

Due to an unusually high number of incidents requiring repairs during FY25, the contract amount of \$337,596 for FY25 is not enough to cover the full FY25 costs. With an additional budget of \$77,196.31 needed for FY25, the total cost for FY25 will be \$414,792.31.

The proposed amendment to add \$77,196.31 to the contract covers the unanticipated costs during the fiscal year which were necessary to ensure that the City was able to

provide critical services for the operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks.

BACKGROUND

The City Council awarded a three-year contract to Cal-West on June 17, 2024. The work includes routine maintenance and repairs of the City's streetlights and traffic signals, and responding to calls for USA dig alert markings. The total contract amount for three years was \$1,064,272.

- FY25: \$337,596
- FY26: \$354,476
- FY27: \$372,200
- Total: \$1,064,272

The equipment covered under this agreement includes thirty-three (33) City-owned traffic signal systems, eleven (11) Caltrans - owned traffic signal systems, eleven (11) Rectangular Rapid Flashing Beacon (RRFB) crosswalks, two (2) pedestrian hybrid beacons, four (4) solar-powered speed limit radar signs, one (1) red flashing beacon, seventeen (17) yellow flashing beacons, and more than 4,847 streetlights. The traffic signal and streetlight systems require regular maintenance to ensure optimal performance and safety.

The on-call repair services can include clearing, securing, assessing, repairing, and replacing equipment damaged by vehicle collisions (such as traffic signal poles, foundations, controller cabinets, streetlights, etc.) and replacing stolen wires.

This contract also allows the City to utilize the contractor for the Underground Service Alert (USA) program. This program requires the property owner or operator (i.e., the City) to mark all underground utilities such as traffic loops, electrical conduits, and traffic signal and streetlight systems before any third-party excavations. This service is essential and mandatory.

While the cost of scheduled maintenance is relatively predictable, the on-call repair services due to traffic collisions, power outages, and theft vary in type and frequency from month to month. The addition of the See Click Fix module to Gilroy Connect in March also contributed to more on-call service demands.

ANALYSIS

Due to an unusually high number of incidents requiring repairs during FY25, the contract amount of \$337,596 for FY25 is not enough to cover the costs incurred in FY25. An additional \$77,196.31 is needed for FY25 to close out the contract year at a total fiscal year cost of \$414,792.31.

The proposed amendment to add \$77,196.31 to the contract for FY25 will ensure that

the City will be able to continue to provide the critical services in the operation and maintenance of the City's streetlights, traffic signals, USA dig alert markings, on-call repair services, and other related tasks. With this amendment, the total cost of the three-year contract with Cal-West will increase from \$1,064,272 to \$1,141,468.31.

The City continues to seek reimbursement for damages caused by vehicle accidents from drivers and their insurers.

ALTERNATIVES

Council may choose not to approve the amendment. Staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

The agreement for Streetlight and Traffic Signal Maintenance is funded by the Gas Taxes Fund 205. Council adopted the FY24 and FY25 budget on June 5, 2023. Staff recommends appropriating an additional \$77,196.31 from the Gas Taxes Fund 205 to fund the first amendment to the agreement with Cal-West. There are adequate budgetary appropriations remaining, primarily due to year-end savings from other obligations to accommodate this contractual increase.

The amount budgeted for FY26 of this agreement is \$354,476. Staff will regularly monitor the costs incurred during FY26 and return to the City Council if a contract and/or budget amendment is necessary.

PUBLIC OUTREACH

NEXT STEPS

Upon City Council's approval, staff will execute the first amendment to the agreement with Cal-West.

Attachments:

- 1. First Amendment Cal-West Lighting and Signal Maintenance



City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Contract to CSG Consultants, Inc. for On-Call Engineering Plan Review and City Surveyor Services, July 1, 2025 through June 30, 2028

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Works
Submitted by: John Doughty, Public Works Director
Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Award a Contract to CSG Consultants, Inc. in the amount of \$450,000 over three fiscal years for engineering plan review city surveyor services and authorize the City Administrator to execute the agreement.

EXECUTIVE SUMMARY

To meet the operational needs of the Public Works Department in the review of land development including subdivisions, the City utilizes outside consultant services. Notably, the City is required to have a licensed California Land Surveyor review and sign maps per the California Subdivision Map Act. CSG Consultants (CSG) is recommended to fill this need following issuance of a Request for Proposals and review of the responses. The cost of the services is fully covered by fees, projects and/or reimbursed directly by private development. The upfront costs of services will be funded through a combination of plan check and inspection revenues, as well as dedicated funds from the Water, Sewer, and Gas Tax Funds. No General Fund impact is anticipated.

BACKGROUND

The Land Development Division within the Public Works Department is responsible for reviewing and approving land development applications, land subdivisions, infrastructure improvements, and construction projects in accordance with the Gilroy City Code. To comply with the Subdivision Map Act requirements, maintain timely project delivery, and meet customer service expectations established by the City Council, the Department supplements its staffing resources and City Surveyor services through professional service contracts.

In advance of the June 30th contract expiration, the City issued a Request for Proposals (RFP) seeking qualified firms to provide engineering plan review and land surveying services for Fiscal Years 2026 through 2028. CSG Consultants, Inc. was determined to be the most responsive and qualified firm to provide the required services, based on their qualifications, responsiveness, and prior performance. CSG is currently providing support for land development.

ANALYSIS

The City of Gilroy continues to experience high volumes of development activity and public infrastructure improvements, resulting in increased demand for technical services within the Public Works Department. These services include complex engineering plan reviews and subdivision map land surveying that are vital to ensuring timely and thorough review of private development. These reviews ensure that land subdivision mapping, utilities, access, and other public and private amenities are designed appropriately to service new business and residencies.

The contract with CSG Consultants, Inc. will provide experienced professional subdivision land surveyor staff to assist in processing development applications, conducting plan checks for compliance with City standards and the Subdivision Map Act. Their familiarity with City procedures enables seamless coordination, improved efficiency, and continuity of service to supplement work of in-house engineering staff.

The cost of services is expected to be fully recoverable through a combination of development-related fees and dedicated funding. The financial structure of the contract ensures fiscal sustainability with no net impact on the General Fund.

The Public Works Land Development Division requires specialized subdivision land surveyor consultant support to supplement in-house staff to maintain service delivery by applicants and comply with Subdivision Map Act requirements. CSG Consultants, Inc. has a proven track record with the City and will provide valuable City Surveyor, and engineering, services through June 30, 2028. Approval of this contract will ensure compliance with Subdivision Map Act, continuity, support project delivery, and uphold the City's land development service standards.

ALTERNATIVES

The City Council could consider hiring additional full-time or limited-term City Surveyor and engineer employees instead of contracting with CSG. This alternative is not recommended as it would rely on a commitment of ongoing funding and would provide less flexibility at times when developer activity is less robust. Additionally, CSG can provide subdivision land surveyor specialty services which are not typically (or currently) able to be provided by in-house staff. This alternative is not recommended at this time.

FISCAL IMPACT/FUNDING SOURCE

Over the three fiscal years, the cost of services is anticipated to be \$450,000. The support services are primarily funded by the plan check and inspection fee revenues collected and expended within the Engineering division in the General Fund (100), and specific other funds associated with CIP project budgets where the services are directly attributable to a City capital project. In some instances, contract costs will be reimbursed directly to the City by an applicant. The recently adopted Fiscal Year 2025-26 and 2026-27 budgets include \$150,000 in each fiscal year for related expenditures, thus no additional appropriations are required at this time.

PUBLIC OUTREACH

NEXT STEPS

Attachments:

1. SOQ_CSG

PROPOSAL TO THE

City of Gilroy

FOR

NO. 25-RFP-PW-519 FOR ON-CALL ENGINEERING PLAN REVIEW AND CITY SURVEYOR SERVICES

May 30, 2025



3150 Almaden Expressway #255
San Jose, CA 95118

408.618.8300 phone
408.618.8310 fax

www.csgengr.com



Employee-Owned

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Cover Letter

SECTION

1

May 30, 2025

City of Gilroy - Purchasing Division
Carina Baksa (Carina.Baksa@cityofgilroy.org)
7351 Rosanna Street
Gilroy, CA 95020

RE: On-Call Engineering, Plan Review and City Surveyor Services

CSG Consultants, Inc. is pleased to present its statement of qualifications to the City of Gilroy (City) On-Call Engineering, Plan Review and City Surveyor Services. Our firm brings specialized expertise, convenient proximity, knowledgeable and highly competent staff, and an *existing, successful working relationship with the City in providing engineering plan review, construction inspection, project management, NPDES and Storm Water support, and engineering design services.*

For 34 years, CSG has provided a host of professional municipal services to the public sector. Our staff currently serves over 250 California communities, providing engineering, project management, and surveying services, including off-site review services for tentative maps, parcel and final maps, and improvement plans. CSG's team includes several Qualified SWPPP Developer/Practitioners (QSD/Ps), Certified Floodplain Managers (CFMs), and a Traffic Engineer (TE) in addition to our numerous Professional Engineers (PE) and Licensed Land Surveyors (PLS). We are confident that our proposed team is best suited to deliver professional engineering services for the City.

Sandra Meditch, PE, Principal Engineer, will serve as Project Manager and Primary Contact for the City, and will ensure that all services are provided in a timely and efficient manner. Sophie Truong, PE, PLS, Director of Land Development Services, will serve as Contract Manager.

Sandra Meditch, PE | Project Manager & Primary Contact
(650) 522-2629 *phone* | sandram@csgengr.com *email*

Sophie Truong, PE, PLS | Contract Manager
(650) 522-2505 *phone* | sophiet@csgengr.com *email*

Our team includes a specialty subconsultant to support our efforts and ensure the City receives the highest quality of service. CSG's team includes **W-Trans** for Transportation. CSG has partnered with this subconsultants on public infrastructure improvements throughout the San Francisco Bay Area.

What CSG offers the City:

- ▶ *Proven contract and project managers with a history of delivering similar projects.*
- ▶ *A Team with a depth of resources to ensure the delivery of projects are within the mandated deadline.*
- ▶ *A Team with comprehensive experience in all elements of the contract needs.*
- ▶ *A Team with a history of serving the City and the community's needs through several building and code enforcement projects.*

We look forward to working with the City on this upcoming contract. As President of the company, I am able to contractually bind the company should we be awarded a contract. If you have any questions or need additional information, please contact Ms. Meditch or Ms. Truong at the information listed above.

Sincerely,



Cyrus Kianpour
President, CSG Consultants, Inc.



Employee-Owned

COMPANY PROFILE

CSG Consultants, Inc. (CSG) is an employee-owned, California company with our local office in Pleasanton, headquarters in Foster City. Additional support is available from our regional offices in San Jose, Sacramento, Newman, Paso Robles, Fresno, and Orange. Founded in 1991, **CSG performs work solely for public agencies**, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences, having held positions with communities facing similar development opportunities as the City.

NAME OF FIRM: CSG Consultants, Inc.

POINT OF CONTACT **Sandra Meditch, PE** | Project Manager
(650) 522-2629 | sandram@csgengr.com

LOCAL OFFICE: 3150 Almaden Expressway, #255, San Jose, CA 95118
(408) 618-8300 *phone* • (408) 618-8310 *fax*
www.csgengr.com | info@csgengr.com

HEADQUARTERS: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 *phone* • (650) 522-2599 *fax*

REGIONAL OFFICES: 3875 Hopyard Road, Suite 141, Pleasanton, CA 94588
2150 River Plaza Dr, Ste 255, Sacramento, CA 95833
930 Fresno Street, Newman, CA 95360
806 9th Street, Suite 2A, Paso Robles, CA 93446
3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868

YEARS IN BUSINESS: 34 • Founded in 1991

OWNERSHIP: Employee-Owned

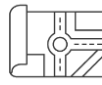
EMPLOYEES: 350+ (Company Wide)

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

SERVICES COMPOSITION



CIVIL & STRUCTURAL DESIGN
*Capital Improvement Project Design:
Transportation/Roadway, Bridges, Water and
Sewer Utilities, Traffic Engineering*



DEVELOPMENT & MAP REVIEW
*Development Review, Plan Check, Surveying,
City Surveyor and Mapping, Storm Water
Program Compliance (NPDES, QSP/QSD)*



CONSTRUCTION MANAGEMENT & INSPECTION
*Contract Administration, including Resident
Engineer Oversight, Inspection and
Construction Management
Constructability/Bidability Reviews
Cost and Schedule Control
Claims Avoidance*



PROGRAM & PROJECT MANAGEMENT
*Capital Improvement Program Development
and Implementation
Federal and State Grant Administration
Rule 20A Undergrounding
Staff Augmentation Including: Design
Consultant Coordination, Project Scoping, RFP
Preparation*

Understanding and Approach

SECTION

2

UNDERSTANDING

- We understand that the City is seeking a firm to provide Engineering Plan Review and City Surveyor Services.
- Under the “Engineering Plan Review” scope of work, we note that the City is specifically requesting the following services: review of improvement plans, site improvement design, hydrology and hydraulic reports, stormwater control plans, traffic signal plans, traffic signal timing, joint trench plans, and streetlighting plans and photometrics, in addition to other engineering functions, as needed.
- Under the “Map Review” scope of work, we note that the City is requesting reviews of lot-line adjustments, parcel maps, tentative maps, and final maps, in addition to other surveyor functions as may be required. Based on our experience, we anticipate that additional services may consist of reviewing Amending Maps, Certificates of Correction, Street Dedications and Public Easement Grants (Plats/Legal Descriptions), and Lot Mergers (Plats/Legal descriptions, and complete certificates).

APPROACH

Plan check / development review form a large part of CSG’s services. CSG has been providing plan check, exclusively to local municipalities since the firm’s inception in 1991. Our success in maintaining ongoing relationships with our clients in a highly competitive environment is due to our ability to understand needs and priorities and partner with them in achieving their goals. We understand that our clientele includes not just public agencies but also the development community seeking to process applications through those agencies. We also understand that many development applications are important to public agencies due to the economic and quality of life benefits that those projects bring to the communities.

Drawing on the combined experience and talent of our staff, we have found the following practices to be helpful in approaching development review:

- Active participation by engineering staff and consultants during the entitlement process is critical. Design and other issues need to be discussed at this stage, with the appropriate staff from the City and/or other agencies included in the discussion. Engineering staff must spend time preparing clear and complete conditions of approval that outline the developer’s obligations and address issues. Conditions of approval that are incomplete or vague simply defer problems to the plan review stage, resulting in delay in issuance of permits and frustration on the part of the developer, consultants, or staff who have to resolve the issues.
- Communication and alignment of expectations between the agency staff or consultants and the applicant is needed, starting with the entitlement pre-application phase and lasting through permitting. This can start with an understanding of the applicant’s desired schedule for project completion, and then working backwards to set the timing for the various steps in the review process (entitlement, plan review, permitting). The City’s consultant needs to be driven by results and not tasks. The goal is not, as some plan checkers practice, to put redlines on plans. The goal is to move the project forward. The consultant needs to be a problem solver and needs to accept a role in bringing the project to a successful completion. The consultant must be proactive in presenting options to City staff and be willing to make recommendations on which options may work.
- The consultant needs to form a working relationship with the other parties. The applicant team should see the consultant as an asset and a partner, someone who is motivated to move the project to completion, as opposed to someone who has no interest in moving the project along. The consultant needs to *listen* – to staff, to the applicant and its team, and to other stakeholders. Hearing and understanding what the other party wants is the first step to developing a resolution.

Engineering Plan Review

Engineering reviews includes evaluation of required records, studies, and additional materials submitted by the design professional. In addition, the plans are reviewed to ensure conformance with City standard design criteria, conditions of approval, and infrastructure or other master plans.

- Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the applicant's engineer or landscape architect, with a copy to City staff and the applicant. A complete, red-lined set of drawings and any reports will be returned to the design professionals for use in their corrections. At the applicant's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.
- If required, CSG is available to meet with the applicant/representative and City staff to review comments or to delineate the standards which are not being met, in order to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, in order to expedite the review process.
- Soils reports will be evaluated and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns.
- Construction erosion control and post-construction water quality control will be evaluated for compliance with the storm water quality management permit in effect for the City.
- Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist City in negotiating with developers regarding terms of agreements or conditions (Additional tasks associated with the entitlement process are described above).
- Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Municipal Regional Permit requirements for storm water treatment and detention.
- Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment measure and landscape maintenance agreements), and staff reports.
- Meet with developers, consultants, and other agencies on behalf of staff, as requested.

Review of New Development and Redevelopment Post Construction Low Impact Development (LID) and Storm Water Pollution Prevention Plans (SWPPP)

CSG will provide review of all plans and documents provided to demonstrate that design will reduce pollutants into storm drains and waterways from new and redevelopment areas in line with **City's Phase II Small MS4 Permit with the Central Coast Regional Quality Board (RWQCB)**. All stormwater protection BMPs shall be reviewed for site specificity and phase appropriateness, including erosion controls, run-on and run-off controls, sediment controls, active treatment systems, site management (aka housekeeping measures), and management of non-stormwater flows.

In addition, CSG will provide the following:

- Review of Stormwater Control Plan (SCP) and Performance Requirement Checklists under the **Central Coast Post-Construction Stormwater Requirements (Resolution R3-2013-0032)** and the Phase II Small MS4 Permit will include review for the appropriate site design and runoff reduction measures, water quality treatment, runoff retention and peak management as required by the **Stormwater Management Guidance Manual for Low Impact Development & Post Construction Requirements for the City of Morgan Hill and Others** (Guidance Manual).
- Review of the Stormwater Control Plan (SCP) for Regulated Projects will include review of the stormwater control measure sizing, infiltration testing and hydrologic/hydraulic analysis for effective biofiltration and appropriate treatment volume in line with the Post-Construction Stormwater Requirements.

- Optional Review of a Stormwater Pollution Prevention Plan (SWPPP) under the NPDES Construction General Permit will include confirmation of filing Notice of Intent (NOI) and WDID, notation of an Eligibility for Erosivity Waiver (for smaller projects and construction timeframe), notation of Risk Level determination (RL1-RL3) based on location and potential threat to water quality, and notation of the proposed schedule for required non-stormwater monitoring. Review of these selected topics does not constitute acceptance, approval, or recommendation of approval on behalf of or to the State.

Map Review & City Surveyor Services

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plats prepared for private developments are technically correct. However, more often than not, the City Surveyor will also ensure that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances (traditionally the functions of the City Engineer). The City Surveyor's daily functions include reviewing the documents submitted by private developers, owners, engineers or surveyors, review and provide comments, and sign final documents when approved. The City Surveyor customarily also meets with and advises the City Engineer and private applicants when complicated or unusual circumstances arise. Depending on the type of document being reviewed, the following may accompany the technical review:

- Review for compliance with the approved Tentative Map and Conditions of Approval (maps).
- Review for compliance with the California Subdivision Map Act.
- Review for compliance with the Professional Land Surveyor's Act.
- Review of closure calculations.
- Review of title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report and other documents to be furnished by applicant.
- Review of record documents (deeds and maps) of the subject and adjacent properties.
- Review, seal and sign final Mylar copies and certificates as Acting City Surveyor or Technical Reviewer.
- Preparation of Staff Report for City Council Approval, if required.
- Conformance with the project improvement plans and other documents.

New map submittals will be coordinated with the proposed project manager. At the time of new submittals, the applicant may decide to meet with the City and CSG's project manager to briefly present the project and discuss any challenges. At that time, CSG will perform a cursory review and let the applicant know if additional documents are needed for the review.

Unless otherwise dictated by unusual requirements, map reviews for the City will be conducted in CSG's facilities in Foster City, although project meetings can be scheduled at City Hall upon the City's request. CSG's offices are adequately staffed with trained map checkers to deal with any fluctuating workload that the City might experience in reviewing maps, and we consistently provide timely turnaround for various applications, according to the City's specified timeline.

Map reviews are typically completed by CSG staff within ten to fifteen (10-15) working days after the receipt of required material. Subsequent submittals are typically reviewed within five to seven (5-7) working days. Redlined maps and comments can be provided electronically, via overnight delivery, or by regular mail. Once the map check has been completed, the applicant may decide to meet with the reviewing party to discuss the comments. Meetings with applicants and City staff may be conducted virtually, at CSG's offices, or at City's offices. CSG will be readily available to meet with applicants to discuss any concerns they may have at any stage during the review process.

Digital Plan Review

CSG has been performing digital plan reviews with various municipalities including the cities of Mountain View, Rohnert Park, Belmont, San Mateo, Soledad, Pacifica, and San Carlos. Reviews have been performed utilizing Bluebeam and GIS. Virtual communications with clients have taken place via Zoom and Microsoft Teams platforms.

Staffing

- All plan reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.
- Map checking will be overseen by licensed land surveyors or by registered civil engineers authorized to practice land surveying in the State of California.
- Each plan and map review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.
- Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

Plan Review Submittals Schedule

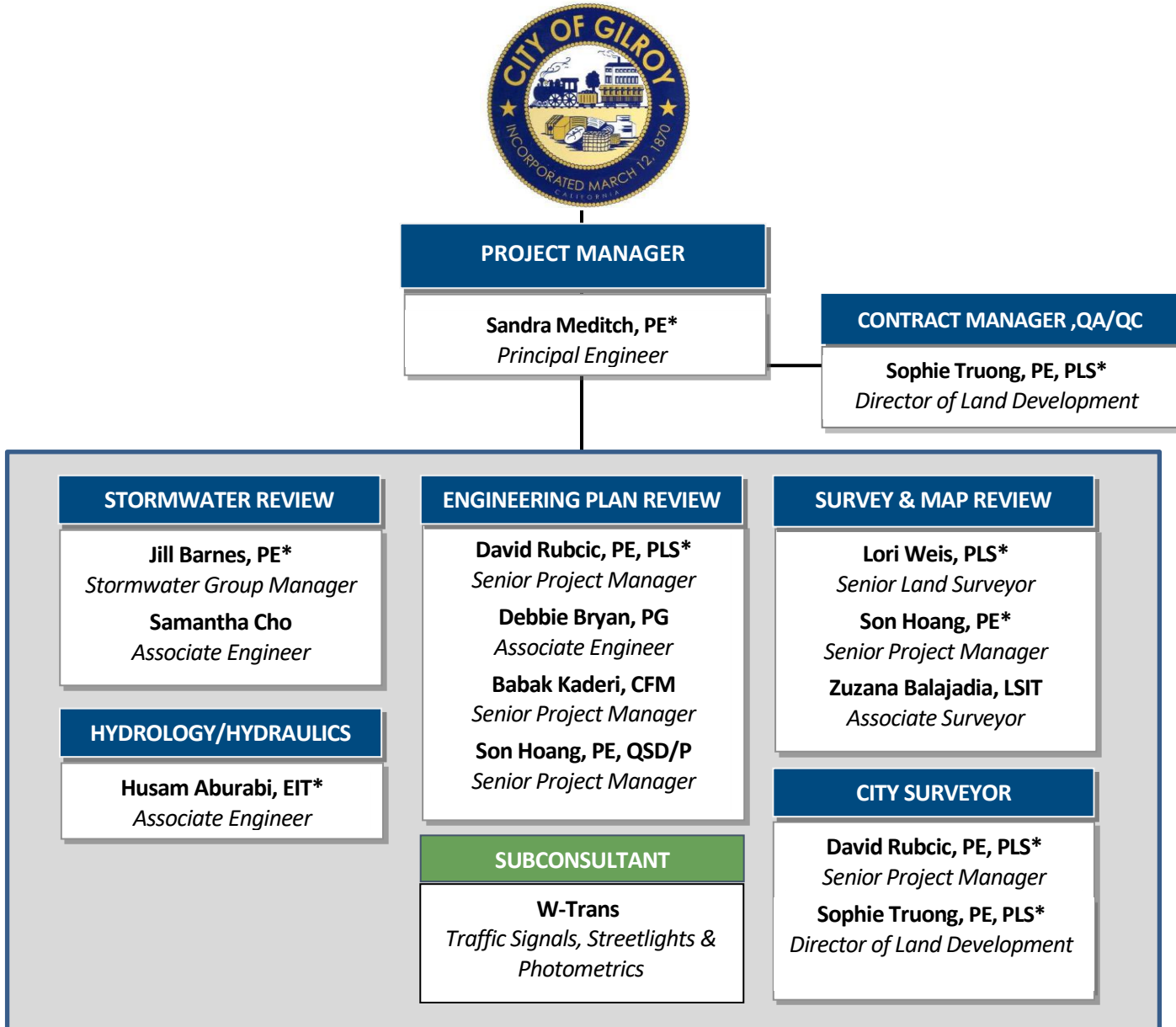
Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided below.

| TYPE | TIME FRAME |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| Engineering Plan Reviews or Studies (All types) (1st Review) | Ten to Fifteen (10-15) working days |
| Engineering Plan Reviews or Studies (All types) (Each Subsequent Review) | Five to Ten (5-10) working days |
| Final/Tract Maps (1st Review) | Ten to Fifteen (10-15) working days* |
| Final/Tract Maps (Each Subsequent Review) | Five to Ten (5-10) working days |
| Parcel Maps (1st Review) | Ten (10) working days* |
| Parcel Maps (Each Subsequent Review) | Five to seven (5-7) working days |
| Plat(s) and Legal Description(s) Review <i>(for Lot Mergers, Lot Line Adjustments, or other Documents requiring a Plat and Legal Description)</i> | Five to Ten (5-10) working days for each submittal* |
| Preparation of Certificates of Lot Line Adjustment/Lot Mergers | Five to seven (5-7) working days |
| All other mapping documents (1st Review) | Ten (10) working days |
| All other mapping documents (Each Subsequent Review) | Five (5) working days |

Key Staff

ORGANIZATION CHART

Below is CSG’s proposed organizational structure for the City’s review. Based on the needs of the City, CSG will provide the appropriate personnel to ensure the request is met. Key personnel are identified with an (*). Resumes for key staff members are provided in the Appendix for the City’s review. The key personnel are fully committed to performing work under this contract.



KEY PERSONNEL

Sandra Meditch, PE, is a seasoned civil engineer with more than 35 years of professional experience. During her career, she has served as Interim and Acting City Engineer and Project Manager/Project Engineer on a variety of capital improvement and development projects. Her experience includes project design and staff oversight, coordination of communication between clients, sub-consultants and public agencies, preparation of specifications, creation of cost estimates and construction administration. Ms. Meditch will serve as primary point of contact.

David Rubcic, PE, PLS, is a professional engineer with over 34 years of experience in all phases of municipal engineering including capital improvement projects, subdivision improvements, land developments, inspection, and master planning. For CSG, Mr. Rubcic has provided map review for developments for the Town of Windsor, the City of Rohnert Park, and the City of Marina, among many others. He currently serves as Contract City Surveyor for the City of Marina and will be the lead Contract City Surveyor for the City of Gilroy.

Sophie Truong, PE, PLS, will serve as the Contract Manager and secondary Contract City Surveyor, when needed. She is highly skilled in all aspects of surveying and mapping and has provided mapping review and expert technical assistance to multiple local municipalities on an on-call basis. She has been responsible for a variety of topographic surveys performed in conjunction with public improvement projects. Additionally, Ms. Truong currently serves as Acting/Contract City Surveyor for over 10 local agencies, and manages the Land Development Division.

Jill Barnes, PE, has more than 30 years of experience in public works, environmental compliance, and management of NPDES programs. She is highly equipped in directing technical plan check and peer review of sewer and storm drain improvements, and Stormwater Control Plans for treatment and flood control measures. Ms. Barnes possesses expertise in reviewing private and commercial developments for stormwater controls and operations and maintenance plans and agreements, to meet the post-construction requirements of the Central Coast Regional Water Quality Board. Ms. Barnes currently leads CSGs Stormwater Group.

Son Hoang, PE, QSD/P, provides clients with experience in design and plan review. Since joining CSG, his primary focus has been in surveying, map review, and design of capital improvement projects. Mr. Hoang currently manages the Mapping Review Group and provides mapping and engineering plan review services, including entitlements and Tentative Map reviews for several local agencies.

Lori Weis, PLS, is a professional land surveyor with over 40 years of experience in the land surveying and mapping field. Her professional competencies specialize in title research, fee ownership, encumbrances and the analysis of survey data for boundary resolutions. This includes years of writing Legal Descriptions and computer aided drafting of Tract Maps, Parcel Maps and Records of Survey.

Hussam Aburabi, EIT, has over 22 years of diverse municipal and civil engineering experience. He has been involved in the design, specifications, and preparation of estimates for public works projects, including a wide range of roadway and light rail improvements. His experience includes the preparation of typical sections, layouts and profiles, super-elevations, pavement delineation, sign plans, erosion control, and water pollution control plans. As a Project Engineer, Mr. Aburabi has managed and coordinated engineering tasks, responded to RFIs, and addressed inquiries and feedback from clients and subconsultants.

References

SECTION

4

RELEVANT PROJECT EXPERIENCE

CSG provides engineering plan review services for jurisdictions throughout the San Francisco Bay Area. Featured below descriptions of projects which CSG has delivered for its clients.

Fort Ord Development | City of Marina

CSG has provided a comprehensive development review for the development of 420 acres of former Fort Ord property that lies within the boundaries of the City of Marina. The project, for which a Specific Plan was developed, consists of mixed use (retail, entertainment, commercial, and live/work), regional retail, low-income housing, office/research/light industrial, and residential areas. The development also includes numerous public parks and a multi-modal corridor.



- **The Promontory** – 174-unit student house adjacent to CSUMB Campus
- **Imjin Office Park** – 5-acre LEED certified civic center office site for Marina Coast Water District, Fort Ord Reuse Authority offices, Carpenters Union Local 605, and Bureau of Land Management
- **Veterans Affairs Clinic** – three story, 150,000 sq. ft. located on 14.3 acres.
- **Cinemark Theater** – 10 screen theater
- **Marriott Spring Hill Suites** – 67,000 sq. ft., 4-story, 106 room newly constructed hotel
- **University Village Apartments** – 108-unit apartment complex
- **The Dunes** – New 332 SFH subdivision; including infrastructure and two new city parks

CSG Personnel Involved: *Sophie Truong, David Rubcic, Son Hoang*

Reference: City of Marina

Guido Persicone, AICP, Community Development Director
211 Hillcrest Avenue, Marina, CA 93933
(831) 884-1220 / gpersicone@cityofmarina.org

Plan Review Services | City of Mountain View

CSG provided civil and survey plan review services involving onsite and offsite improvements and construction cost estimate; parcel maps; final maps; lot line adjustments; lot mergers; and plant and legal descriptions.

CSG Personnel Involved: *Sandra Meditch, Mehdi Sharifi, Babak Kaderi, Lori Weis*

Reference: City of Mountain View

Quynh H. Byrer, Principal Civil Engineer, Public Works Department
500 Castro St, Mountain View, CA 94041
(650) 903-6311 / Quynh.Byrer@mountainview.gov

Development Review & City Surveyor Services | City of Pacifica

CSG has been providing stormwater review, entitlement reviews, grading and drainage, wastewater review, City Surveyor, and mapping review for the City on various projects for the past six years.

CSG Personnel Involved: *Jill Barnes, Samatha Cho, Hussam Aburabi, Son Hoang, Sophie Truong*

Reference: City of Pacifica

Roland Yip, Deputy Director of Public Works / City Engineer
151 Milagra Drive, Pacifica, CA 94044
(650) 738-3771 / ryip@pacificagov

Isabel Crossing Plan & Map Review | City of Livermore, CA



CSG is providing plan review for a new multi-phased, multi-use Isabel Crossing Development. The Project is located on 45 acres north of Hwy 580. CSG is heavily involved in plan reviews for both on-site backbone plans (street grading, stormwater, sewer, water, recycled water) off-site backbone improvements (including review of traffic signal modifications and installation), the large lot final map, and rough grading. Throughout each step in the process, CSG helped coordinate project reviews with the City and developer's team including meeting the state stormwater treatment and detention requirements.

CSG Personnel Involved: Sandra Meditch, Jill Barnes, Debbie Byan, Son Hoang

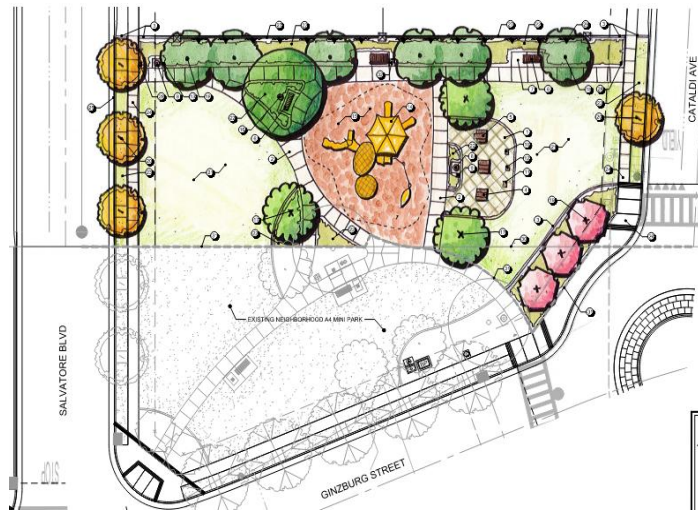
Reference: City of Livermore

Jarrett Rasmussen, Associate Civil Engineer – CDD

1052 S. Livermore Ave., Livermore, CA 94550

(925) 960-4519 / jsrasmussen@livermoreca.gov

Engineering Plan Review Services | City of Mountain House, CA



CSG is currently providing comprehensive land development review services to the City of Mountain House. CSG helps ensure that all required grading and off-site civil improvements are in compliance with local and state requirements. Review of off-site improvements include but are not limited to the design of City owned and operated utility infrastructure such as storm drain, sanitary sewer, water facilities, public and private street and road grading and drainage review, and review of signage and striping plans. Additionally, CSG assists the City with reviewing Final Tract Maps for consistency

against approved tentative maps, conditions of approval, and proposed improvements for the various developments within the City. Notable projects include review of grading and improvement plans, including the consistency review against final tract maps, for:

- Tract 4216 Neighborhood H14 – 199 residential lot, 43 common use parcels
- Tract 3609 & 3610 Neighborhood A5 & B1 – 266 lot residential development
- Tract 3618 Neighborhood B11 – 115 lot residential development

CSG Personnel Involved: Son Hoang, David Rubcic, Babak Kaderi, Husam Aburabi

Reference: City of Mountain House

Devon Crowe (Engineer V)

251 E. Main Street, Mountain House, CA 95351

(209) 831-5642 / dcrowe@sigov.org

Mapping Review and City Surveyor Services | City of Campbell, CA

CSG has been providing mapping review services for the City of Campbell for several years on an on-call basis. CSG staff conducts all required map review as established by the Subdivision Map Act and Land Surveyors Act. CSG also acts as the contract City Surveyor, signing final and parcel maps as well as lot line adjustments, easement and right-of-way dedications, and other land related transactions.

CSG Personnel Involved: Son Hoang, Sophie Truong, Lori Weis

Reference: Roger Storz, Senior Civil Engineer for Land Development

70 N. First, Campbell, CA 95008

(408) 866-2190 / rogers@campbellca.gov

Flood Plain Review & Mapping Review | City of San Leandro, CA

CSG has been providing land development project management and plan and map review for the City. Major projects include Alvarado and Antonio and Creekside Plaza Parking Structure.

CSG Personnel Involved: Babak Kaderi, Son Hoang, Sophie Truong, Lori Weis

Reference: City of San Leandro

Robert Magno, Civil Engineer

835 E 14th St, San Leandro, CA 94577

(510) 577-3373 / rmagno@sanleandro.org

Mapping Review & City Surveyor Services | Town of Los Altos Hills, CA

CSG currently provides contract mapping review and City Surveyor services. Reviews performed by CSG staff include but are not limited to lot line adjustments, parcel maps, easements, lot mergers, and street adjustments.

CSG Personnel Involved: Son Hoang, Sophie Truong,

Reference: Town of Los Altos Hills

John Chau, PE, Assistant Engineer

1 N. San Antonio Rd, Los Altos, CA 94022

(650) 947-2510 / jchau@losaltoshills.ca.gov

Plan Review | Town of Los Gatos, CA

CSG is currently providing plan review for the Los Gatos Town Residences Development. The 8-acre development includes 155 multi-family residential units. Plan review includes complete onsite review and review of offsite frontage, water, and storm drain improvements. Services included plan review and review of all agreements and CC&R's.

CSG Personnel Involved: Sandra Meditch, Babak Kaderi, Debbie Bryan, Mehdi Sharifi

Reference: Town of Los Gatos

James Watson, PE, Senior Civil Engineer – Land Development, Parks and Public Works

41 Miles Avenue, Los Gatos, CA 95030

(408) 354-5236 | jwatson@losgatosca.gov

Contract Performance

SECTION

5

CONTRACT PERFORMANCE

As the improvement plan and mapping reviewer / City Surveyor for the City of Livermore, CSG is currently successfully assisting the City manage the complexities of developing a large 45-acre mixed-use, phased development project including navigating the stormwater treatment and detention requirements of the Municipal Regional Permit and multiple final maps.

For Mountain View, CSG has successfully provided a wide range of mapping reviews including street vacations, SB-9 parcel maps, lot legality / certificates of correction, and public dedications for over 8 years.

CSG has an excellent contract performance record with our clients, as we build longstanding relationships. Please refer to the References and Project Examples for more information.

Subconsultant

SECTION

6

TRANSPORTATION



W-Trans provides traffic engineering and transportation planning services that emphasize mobility within available resources and help transform streets to serve all potential users. We are particularly skilled in retrofitting streets and roads to make walking, bicycling and transit safer and more convenient while also appropriately managing vehicle traffic. Our strength and focus are on balancing the technical needs and functionality of traffic with the desire of communities to create more livable streets and sustainable transportation systems. [Local Branch Office: 414 13th Street, 5th Floor, Oakland, CA 94612](#)

Atul Patel, PE, PTOE has 32 years of traffic engineering and ITS experience, and has worked in both the public and private sectors. He has designed numerous traffic signal installations and modifications involving Caltrans and obtained encroachment permits for these clients. Some of his design projects have included flashing yellow arrow operation, signal hardware upgrades, ITS equipment, installation of traffic signal interconnect conduit and cable to the adjacent signals, installation of curb ramps that comply with the Americans with Disabilities Act (ADA), video detection systems, video surveillance systems, emergency vehicle pre-emption, and fiber optic communication hubs. He has also completed railroad signal pre-emption, prepared signing and striping designs, and provided bid and construction assistance support services.

Mark J. Brown has been involved in a broad range of transportation projects, having managed numerous transportation impact studies and active transportation master planning efforts across California. His expertise also extends to geographic information systems, transit alternatives analysis, traffic planning, environmental impact assessment and mitigation as well as mapping and public outreach. Mark firmly believes in a balanced approach to transportation planning that includes all modes of travel to maximize competitive travel options. His lifelong passion is cartography, and he is especially keen on producing easily understood maps that convey relevant and critical information succinctly for clients and the public.

Nick Brunetto specializes in the civil design of transportation systems and has experience working on PS&E submittals for large-scale highway design projects throughout California. Nick is excited to bring his technical civil engineering background into the traffic engineering realm as he works on signal designs, signing and striping designs, warrant evaluations, and more. He is especially passionate about complete streets design and ensuring that all roadway users are appropriately served in a safe and efficient manner.

Cost Proposal

SECTION **7**

HOURLY RATE SCHEDULE

CSG Consultants’ services are billed on a time-and-material basis according to our standard rates, shown below.

| PERSONNEL / ROLE | HOURLY RATE |
|------------------------------------------|-------------|
| Administrative Assistant | \$115 |
| Engineering Intern | \$145 |
| Assistant Engineer | \$180 |
| Associate Engineer | \$220 |
| Structural Engineer | \$270 |
| Associate Surveyor | \$210 |
| Senior Engineer | \$245 |
| Senior Land Surveyor | \$245 |
| Senior Structural Engineer | \$295 |
| Principal Engineer | \$295 |
| Senior Principal Engineer | \$315 |
| Two-Person Survey Crew | \$440 |
| Assistant Project Manager | \$180 |
| Project Manager | \$240 |
| Senior Project Manager | \$260 |
| Office Engineer | \$180 |
| Construction Inspector | \$190 |
| Senior Construction Inspector | \$210 |
| Assistant Resident Engineer | \$210 |
| Resident Engineer / Construction Manager | \$265 |
| Structural Representative | \$265 |
| Senior Construction Manager | \$315 |

Terms and Conditions:

- All hourly rates include overhead costs including but not limited to salaries, benefits, workers’ compensation insurance, local travel, and miscellaneous office expenses.
- Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.
- On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.
- CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.
- This fee proposal is valid for a period of 90 days from date of submittal.



Fee Schedule

2025 Staff Billing Rates

| Position | Billing Rate (per hour) |
|----------------------------|-------------------------|
| Senior Principal | \$320 – \$375 |
| Principal | \$240 – \$320 |
| Senior Engineer/Planner | \$205 – \$235 |
| Engineer/Planner | \$190 – \$210 |
| Associate Engineer/Planner | \$160 – \$180 |
| Assistant Engineer/Planner | \$135 – \$160 |
| Technician/Administrative | \$125 – \$160 |
| Intern | \$40 – \$80 |
| Field Technician | \$30 – \$75 |

2025 Expense Charges

| Item | Charge |
|-----------------------|---------------------|
| Mileage | \$0.77/mile* |
| Services and Expenses | 10% - 15% surcharge |

These rates are valid for work performed prior to December 31, 2025. Work performed after January 1, 2026, and any subsequent year may be billed at the revised rates established for that year.

* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.70/mile effective January 1, 2025) plus 10 percent.

Certification Statement

SECTION

8

CERTIFICATION STATEMENT

During the past five years, CSG has had no contracts that have ended or that are anticipated to end in a termination, settlement or legal action, as a result of default or failure to perform.

Our insurance broker has reviewed the insurance requirements in the sample Consultant Agreement for Design Professionals and has informed us that we can comply with the requirements

CSG is prepared to enter into City's Consultant Services Agreement, should the firm be selected by the City, with no proposed exceptions. As President of CSG Consultants, I am able to legally bind the firm should we be awarded a contract .


A signed statement (Attachment A) indicating that CSG has read, understands, and agrees to the requirements and terms of the sample agreement (Attachment B), including insurance & indemnification requirements is on the following page.

**ATTACHMENT A – CONTRACT REQUIREMENTS
ACKNOWLEDGEMENT**

I, Cyrus Kianpour, PE, PLS, declare as follows:

That I am the President of CSG Consultants, Inc.,
the Consultant making the attached proposal; and that I have read the sample Agreement for
Services (Attachment B), including the insurance & indemnification requirements contained
therein, and hereby state that I understand and am willing to abide by, and can meet the
requirements of the contract, including insurance and indemnification requirements, without
modification thereto, should my firm be selected for a project or projects based on my
qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule can be
established.

Signed this 29th day of May, 2025

By  _____

Cyrus Kianpour, PE, PLS

Title: President, CSG Consultants, Inc

Appendix

SECTION 9

RESUMES

Resumes of Key Staff are provided on the following pages for the City's review. Additional resumes can be provided upon request from the City.

Sandra Meditch PE

Principal Engineer I



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | 52583

EDUCATION

Bachelor of Science, Civil Engineering
Washington State University
| Pullman, WA

Ms. Meditch is a seasoned civil engineer with over 30 years of professional experience. During her career, she has served as project engineer on a variety of projects from residential to commercial. Her experience includes project design and staff oversight, coordination of communication between clients, sub-consultants and public agencies; preparation of specifications, creation of cost estimates and construction administration. For CSG, Ms. Meditch performs engineering plan review for various clients throughout California, including the City / Towns of San Leandro, Lathrop, Soledad, San Bruno, Rohnert Park, Marina, Moraga, Millbrae, Mountain View, La Habra, and Inglewood.

RELEVANT EXPERIENCE

Acting City Engineer | City of San Juan Bautista, CA

Ms. Meditch provided City Engineering services for the City of San Juan Bautista. Her primary duties involved overseeing the City's maintenance department, including operation of the City's water, sewer, roadway, and public facilities. Ms. Meditch also oversaw the construction of CIP projects, including managing and performing construction inspection, leading community outreach and public meetings, and coordinating project deadlines.

Interim City Engineer | Town of Los Altos Hills, CA

Ms. Meditch provided City Engineering services for the Town of Los Altos Hills. Her primary duties involved overseeing construction of a 9-lot subdivision, review of sewer main extensions, review of construction documents for install of fiber optic networks, preparation of construction documents for Town's pathway system, sewer and pavement Capital Improvement projects.

LAND DEVELOPMENT

Development Review | CSG Consultants, Inc.

Ms. Meditch performs engineering plan review for CSG clients throughout California. Her general duties include plan check review of major and minor developments (residential and commercial), including but not limited to grading plans, public improvement plans, utility improvement plans, and plot plans. Notable projects Ms. Meditch has review included, but are not limited to:

- **Skyline College Residential | City Of San Bruno, CA**

Ms. Meditch led the plan review of two residential projects in proximity to Skyline College. One element included 40 single-family detached homes on a 6-acre site. The project included a private street with access to neighborhood parks. The second piece of the project involved a 30-unit apartment complete for college faculty and staff which sites on a 2-acre site.

- **North 40 Development | Town Of Los Gatos, CA**

Ms. Meditch performed plan review for the North 40 Development. The 21 acre mixed use development includes 320 residential units and several commercial/retail sites. Plan review included offsite storm drain and sanitary sewer improvements, full reconstruction and widening of two major arterial streets, and modification to the State Highway 17 north bound on ramp at Lark Avenue.

- **Commercial Redevelopment | City of Watsonville, CA**

Ms. Meditch served as the primary plan reviewer for redevelopment of a 3.5-acre site near the Watsonville Slough. Reviews included demolition, grading, drainage, utilities, storm water treatment measures and flood plain issues.

- **Acting Development Engineer | Cities of Milpitas, Gilroy, Marina, CA**

Ms. Meditch reviewed planning applications for tentative maps, demolition, grading, building, and site improvement permits. She was also a project manager for in-house and off-site review and approval associated with residential improvements; and managed construction issues with City staff and contractor.



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California
| 68110
Professional Land Surveyor
State of California
| 8998
Qualified SWPPP
Developer/Practitioner (QSD/QSP)

EDUCATION

Bachelor of Science, Civil Engineering
University of California Berkeley
| Berkeley, CA

TRAINING

California Subdivision Map
Act Seminar
Bay Area Hydrology Model (BAHM)
Municipal Regional NPDES Permit
Provision C.6 (Construction BMPs)

Ms. Truong is skilled in project management as well as at reviewing engineering plans and final and parcel maps. Her expertise is in reviewing projects for compliance with NPDES permit requirements, Local Ordinances, Project Conditions of Approval, CEQA mitigation measures, the State’s Subdivision Map Act and Land Surveyor’s Act, Coastal Development Permit conditions of approval, and any other permits or regulations enforced at the municipal, state, or federal level.

As part of her management and development review functions, Ms. Truong manages incoming submittals, reviews plans and prepares comments and redlines and regularly meets with project applicants and City personnel to review difficult projects and discuss design issues. She has provided invaluable service and technical advice to our clients on hundreds of projects from small urban infill and rural developments to large, high-profile economic development projects throughout California.

RELEVANT EXPERIENCE

Various Projects | City of Daly City, CA

Ms. Truong provided Engineering Plan review and NPDES post-construction treatment measure review, inspection, and Operation & Maintenance Agreement review services for multiple small to mid-size residential and commercial projects in the City of Daly City, including but limited to Dick’s Sporting Goods within the Serramonte Shopping Center, the Annie St. 22-Lot Residential Subdivision, the Chinese Cemetery located at 4650 Callan Blvd, and the Garden Valley 50-Lot Subdivision.

The Dunes at Monterey Bay | City of Marina, CA

Ms. Truong reviewed all parcel and final maps associated with the residential and retail development of this 420-acre Specific Plan area located within in the former Fort Ord. This included phased parcel and final maps in commercially zoned areas, residential tract maps, and lot mergers. Ms. Truong met with City Planning and Engineering staff, and the Developer’s team to review and discuss the City’s specific plan requirements, the Disposition and Development Agreements, all existing easements, and access issues throughout the development.

General Vacation of Capitol Avenue & Lot Merger for the University Plaza Project | City of East Palo Alto, CA

Ms. Truong assisted the City Attorney and Engineering Staff with general procedures and document preparation, reviewed staff reports for Council Meetings, and reviewed all survey and mapping work prepared by the project developer in conjunction with the vacation of a public street that was currently in use. She assisted the City with public notifications and notifications to public utilities for relocations of utilities located within the street to be vacated. She also reviewed all documents associated with the lot merger for the project.

Jill Barnes PE



Principal Engineer/Stormwater Group Manager

LICENSES & CERTIFICATIONS

Professional Engineer
State of California |
C59975

EDUCATION

Bachelor of Science, Civil Engineering
California State Polytechnic
University
Pomona, CA

Senior Executive professional with more than 28 years of experience in public works, environmental compliance, master plan development and civil construction. Licensed Professional Engineer in the State of California. Highly equipped in directing design, construction and maintenance of road, sewer and storm drain utilities, building and park facilities, vehicle, and equipment maintenance. Possess expertise in planning, designing and delivery of multi-disciplinary capital improvement program for municipal facilities, transportation, utility, and other infrastructure systems. Strategic leader with proven track record of building and leading effective cross-functional teams. Able to manage and coordinate all construction activities and ensure that all project deliverables are achieved with regards to safety, quality, program, and cost.

RELEVANT EXPERIENCE

Grand Hyatt Seaside Resort | Seaside, CA

Ms. Barnes provides technical support and review services for the mixed-use development of this 180-acre hotel, conference center and restaurant area located within the former Fort Ord. This included phased site improvement and lot mergers. Ms. Barnes met with City Engineering staff, and the Developer's team to review and discuss the City's requirements including stormwater management plan review, Stormwater Pollution Prevention Plan review, existing easements, access issues and general circulation, and backbone infrastructure requirements. She reviewed all engineering plans for development of the site.

Various Projects | City of Pacifica, CA

Ms. Barnes provides entitlement review, Engineering Plan review and NPDES post-construction treatment measure review, and O&M Agreement review services for multiple small to mid-size residential and commercial projects in the City of Pacifica including but limited to the Pacific View Project a 37 residential unit subdivision, the Pacifica Quarry Reclamation Project for the reclamation of an 87-acre property formerly the Rockaway Quarry and the Loma Vista Terrace for development of 3 residential units.

Private Consultant | California

Ms. Barnes served as a private consultant to public agencies managing streetscape and utility projects, assuring quality and contractual conditions of performance. She also prepared and maintained project schedules, review the project work progress, and production rates on a frequent basis. Ms. Barnes also developed grant proposals and procured funding and intra-agency partnerships to deliver public works projects with limited budgets.

Director of Public Works / City Engineer | City of Mill Valley, CA

For a 17 year period, Ms. Barnes served as the City Engineer and eventual Director of Public Works for the City.

As Director, her duties included directing the City's facility operations including wastewater treatment, sanitary sewers and storm drains, parks facilities, and road maintenance. She oversaw the department's budget, controls expenditures and approval of all requisitions, advised the City Manager on all public works activities.

As City Engineer, Ms. Barnes planned, organized, and evaluated capital improvement projects and other contract services for the City. She ensured the City was in compliance with applicable laws and regulations, such as, but not limited to the Clean Water Act and Americans with Disabilities Act. She also analyzed and reviewed commercial and residential development projects to ensure compliance with City policies, transportation codes, regulations, and laws. Advise and confer with staff and developers' representatives on acceptable design alternatives and solutions. Developing mitigating measures to impose as conditions of approval.

Husam Aburabi EIT

Associate Engineer



LICENSES & CERTIFICATIONS

Engineer in Training
| E104094

EDUCATION

Bachelors of Science, Civil Engineer
Israel Institute of Technology
| Haifa, Israel

Mr. Aburabi has over 22 years of diverse municipal and civil engineering experience. He has been involved in the design, specifications, and preparation of estimates for public works projects, including a wide range of roadway and light rail improvements. His experience includes the preparation of typical sections, layouts and profiles, super-elevations, pavement delineation, sign plans, erosion control, and water pollution control plans. As a Project Engineer, Mr. Aburabi has managed and coordinated engineering tasks, responded to RFIs, and addressed inquiries and feedback from clients and subconsultants.

Mr. Aburabi has experience performing plan check reviews for public agencies, verifying compliance with applicable standards and providing clear, actionable feedback to designers and applicants. He is also knowledgeable in SB 330 requirements, including application completeness, zoning consistency, and statutory review timelines, and has supported public agencies in evaluating development proposals under SB 330 guidelines. Additionally, his work includes coordinating and securing project approvals from agencies such as Caltrans, Valley Transportation Authority, and various utility providers.

Mr. Aburabi has extensive experience with the preparation of Storm Water Data Reports (SWDR), drainage reports, and the production of comprehensive roadway layout, profile, detail, and quantity take off plans. He is an expert in the use of AutoCad Civil 3D, Softdesk, Autodesk Land Desktop, Microstation, and the Hydraflow Storm Sewers program.

As Project Manager, Mr. Aburabi has been involved in the management and coordination of engineering work, responding to RFI's, and replying to inquiries and feedback of clients and subconsultants. Additionally, his experience includes coordinating and obtaining permits and project approvals from various public agencies including Caltrans, Valley Transportation Authority, and utility companies.

RELEVANT EXPERIENCE

Staff Augmentation -Capital Improvement Program | City of Gilroy, CA

Mr. Aburabi prepared and delivered Request for Proposals (RFP), Request for Qualifications (RFQ's), and managed and coordinated engineering work with consultants and sub-consultants related to CIP projects. His duties included:

- Preparing grant applications
- Conducting DBE analysis
- Preparing project schedules
- Overseeing project budgets
- Coordinating with various City departments

Staff Augmentation -Capital Improvement Program | City of East Palo Alto, CA

Mr. Aburabi assisted the City with project and construction management for various capital improvements throughout the City. Duties include but were not limited to:

- Provided plan check services and demonstrated working knowledge of SB 330 requirements, including zoning consistency, application completeness, and timelines for ministerial and discretionary review.
- Prepared award package to Caltrans for the Bay Road Project Phase II & III from Clarke Ave to Cooley Landing Park. The award package included Caltrans forms EX15M, EX15A, EX15B, EX15C, EX15D, EX15H, EX15G, EX03, EX15L, etc.
- Executed a contract between the City and consultant for construction management services;
- Prepared grant progress status report for California Department of Parks and Recreation (Prop 84);
- Request reimbursement grant from Midpeninsula Regional Open Space District (MROSD)

David Rubcic PE, PLS

Senior Project Manager



LICENSES & CERTIFICATIONS

Professional Civil Engineer
State of California | C57601
Professional Land Surveyor
State of California | L7994

EDUCATION

Bachelor of Science, Industrial Technology
Construction Option with
Architectural Emphasis
California State University at Fresno
| Fresno, CA

Mr. Rubcic is a professional engineer with over 36 years of experience in all phases of municipal engineering including capital improvement projects, subdivision improvements, land developments, inspection, and master planning. Prior to joining CSG, Mr. Rubcic served the City of Hollister for 22 years, starting as an Assistant Engineer and ending his services as Interim City Engineer. As part of his role with the City of Hollister, Mr. Rubcic met with the public in workshops and other meetings including one-on-one discussions for negotiations of right-of-way acquisition, project meetings, and general community outreach.

For CSG, Mr. Rubcic provided map review for developments for the Town of Windsor, **Mountain View, Monte Sereno, San Leandro and many other agencies in the area.** He also performs development review for the City of Rohnert Park as part of an on-call development and map review contract.

RELEVANT EXPERIENCE

Development and Map Review | City of Marina, CA

Mr. Rubcic serves as CSG's Project Manager overseeing the review of multiple developments within the City. Notable projects include but are not limited to:

- **Sea Haven/Marina Heights Development** - 240-acre site will include over 1,000 new townhouse and single-family residential units, and will include 35 acres of parks, greenbelts, and open space.
- **the Dunes Residential Development** - multiple phased of development. His responsibilities have included the review of Final Maps and the associated improvement plans for each phase. He has also performed several Tentative Map conformance reviews and a Tentative Map amendment review.
- **Marina Station** - 246.2 Acres consisting 1360 residential units, commercial, industrial, office, parks, trails. He has already preformed a Tentative Map Conformance Review and participates in project meetings with the developer.

City Surveyor | City of Gilroy, CA

Mr. Rubcic currently serves as the CSG Project Manager and the City Surveyor where he has reviewed several Lot Line Adjustments, easements, certificate of compliance proposals and a Project Review for the compliance with existing maps on difficult properties involving a Court Judgment. He is currently reviewing a 67 Lot residential subdivision as part of the Glen Loma master planned Development.

Quality Assurance/Quality Control | Various Agencies, CA

Mr. Rubcic has and continues to provide QA/QC services for various project reviews to CSG's staff in a number of local communities including San Mateo, Mountain View, Daly City, Rohnert Park, the Town of Windsor, Colma, and San Juan Bautista.

Development and Map Review | Town of Windsor, CA

Mr. Rubcic performed CSG's review of final maps, improvement plans, easements, Annexations for projects such as at 280 Arata Lane, 330 Arata Lane, and the Veteran's Village apartment project in the Town of Windsor.

Senior Civil Engineer (Interim City Engineer) | City of Hollister, CA

Mr. Rubcic served 4 years as the Interim Engineering Manager/City Engineer, overseeing the City's Engineering Department. His responsibilities included directing and supervising City engineering activities, preparing and administering the Capital Improvement Project program, providing support to the Management Services Department, and reviewing and approving private civil engineering plans and specifications and their adherence to established engineering standards and project requirements.

Son Hoang PE, QSD/P

Senior Project Manager / Associate Engineer



LICENSES and CERTIFICATES

Professional Civil Engineer
State of California | 97167

Qualified SWPPP Developer/Practitioner
(QSD/QSP) | State of California #83529

Caltrans Resident Engineer's Academy

EDUCATION

Bachelor of Science, Civil Engineering
San Jose State University
| San Jose, CA

PROFESSIONAL AFFILIATIONS

Toastmasters International
Secretary
Club: 4840673

Mr. Hoang provides clients with experience in design and plan review. Since joining CSG, his primary focus has been in design. This work includes a variety of public works projects involving paving design, drainage systems, and topographic surveys. Along with the preparation of design plans for public works projects, he has also created complete PS&E packages including specifications and engineering cost estimates.

RELEVANT EXPERIENCE

Various Plan / Map Check Review

Mr. Hoang has also been responsible for a variety of plan and map check reviews ranging from parcel maps to grading and drainage plans. He has reviewed various lot line adjustments and easement dedications for jurisdictions within San Mateo, Santa Clara, and Monterey County. Mr. Hoang has also performed new and redevelopment plan reviews with a focus on the latest C.3 compliance requirements for San Mateo County. He has been involved in multiple phases of the Dunes at Monterey Bay, a multi phased redevelopment of a former United States Army post.

Topographic Surveys

Mr. Hoang has been responsible for a variety of topographic surveys performed in conjunction with public improvement projects. Utilizing the most appropriate Control Scheme, whether it be local street monuments with assumed vertical datums, or tied to the California Coordinate System and North American Vertical Datum, Mr. Hoang has provided thorough identification of existing site conditions by surveying location and elevation of existing surface features, invert elevations of underground utilities, location of all pavement markings and striping, location and elevation of found monuments and benchmarks, sufficient elevation information along side streets to determine longitudinal slope for drainage, and location and elevation of any other items that would or may affect the design of construction of proposed improvements within the project limits.

2014 Sanitary Sewer Improvements | City of Millbrae, CA

Mr. Hoang provided complete design, construction inspection, and assistant resident engineer services for the replacement of approximately 5,500 LF of 6" sanitary sewer pipe with 8" HDPE pipe by pipe bursting methods, both in the street and on private property in public easements. Project included open trench reconnections of approximately 130 laterals using electrofusion saddles, steel encasement of approximately 30 LF of exposed pipe by Millbrae Creek, and rehabilitation of 30 brick and concrete manholes using a 2-part mortar/epoxy liner.

Ralston Avenue Drainage Improvements | Town of Hillsborough, CA

This project required comprehensive designing of improvements to an existing storm drain system. Work included drainage and hydrology calculations taking into consideration existing grades and structures.

Hillside Blvd. Improvements, Phase 1 | Town of Colma, CA

This project involved plans, specifications, and estimates for the complete re-design and beautification of Hillside Boulevard from Hoffman St. to Serramonte Boulevard in Colma, CA. Design elements included roadway improvements, drainage improvements, traffic signal design and bio-retention rain garden design.



LICENSES & CERTIFICATIONS

Professional Land Surveyor
| State of California L8803

Ms. Weis is a professional land surveyor with over 40 years of experience in the land surveying and mapping field. Her professional competencies specialize in title research, fee ownership, encumbrances and the analysis of survey data for boundary resolutions. This includes years of writing Legal Descriptions and computer aided drafting of Tract Maps, Parcel Maps and Records of Survey.

RELEVANT EXPERIENCE

Senior Land Surveyor | CSG Consultants, CA

Ms. Weis serves as CSG’s Senior Land Surveyor with responsibilities to review a thorough check of boundary and survey information reflected on submitted maps, check of accompanying Title Reports, vesting deed and reference documents for verification of fee ownership and encumbrances. She also provides technical accuracy with all the needed Math closures, including proper formatting and conformance with the City’s standards and Land Surveyor’s Act requirements.

Acting City Surveyor | City of Milpitas, CA

Ms. Weis oversaw and performed the review of Parcel Maps/Tract Maps/Legal Descriptions submitted to City of Milpitas as Land Development projects for technical accuracy, conformance with approved tentative map, City standards and Land Surveyor’s Act. Upon fulfillment of these requirements, she would sign said maps and documents on behalf of the City of Milpitas.

Map Review | City of Mountain View, CA

Ms. Weis oversaw and performed the review of Parcel Maps/Tract Maps/Legal Descriptions submitted to City of Mountain View connected with Land Development projects. I also assist in the review(s) of the chain of title to aid the City in determination if a Certificate of Compliance is needed on individual applications.

Mapping Supervisor | MH Engineering Company, CA

Ms. Weis served as the Mapping Supervisor for a Bay Area engineering consulting firm. Her duties included supervising and instructing in matters of legal descriptions and Maps, researching and determining fee title and encumbrances, analyzing deeds, survey data, and boundary resolutions, reviewing subdivision and street layouts, and writing of legal descriptions/plats. She also coordinated the submitting to agencies with Project Engineer and Title company.

Project Manager | Private Consultant, CA

Ms. Weis performed the review of Parcel Maps/Tract Maps/Legal Descriptions submitted to City of Marina for Land Development projects for technical accuracies and conformance to City Standards and Land Surveyor’s Act requirements.



Employee-Owned

OFFICES THROUGHOUT CALIFORNIA

SAN FRANCISCO BAY AREA

• Foster City • San Jose • Pleasanton •

SACRAMENTO REGION

• Sacramento •

CENTRAL VALLEY

• Newman •

CENTRAL COAST

• Paso Robles •

SOUTHERN CALIFORNIA

• Orange •

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888.794.2016



City of Gilroy

STAFF REPORT

Agenda Item Title: Purchase of Real Property Located at 6601 Cameron Boulevard (APN 841-84-009) and Adoption of Resolution Amending the Fiscal Year 2025-26 (FY26) Budget to Appropriate \$1,185,000 for the Purchase from the Water Development Impact Fund (435)

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Public Utilities
Submitted by: Heath McMahon, Public Utilities Director
Prepared by: Bret Swain, Senior Civil Engineer

STRATEGIC PLAN GOALS: Maintain and Improve City Infrastructure

RECOMMENDATION

1. Approve the purchase of real property located at 6601 Cameron Boulevard (APN 841-84-009) for \$1,185,000 and associated transaction costs.
2. Authorize the City Administrator to execute the Purchase and Sale Agreement and related documents.
3. Adopt a resolution amending the Fiscal Year 2025-2026 (FY26) budget to appropriate \$1,185,000 for the purchase of the property.

EXECUTIVE SUMMARY

Well 9 was recommended as part of the 2004 Water Master Plan and is essential to meeting the City's water supply demands. The location at 6601 Cameron Boulevard has been evaluated and determined to be suitable for a municipal groundwater supply well. Staff recommends purchase of the subject parcel (APN 841-84-009) for the appraised value of \$1,185,000.

BACKGROUND

The need for a municipal groundwater supply well in this area was identified in the 2004 Water Master Plan. In 2006, a well siting study was conducted to evaluate 16 possible locations described in the 2004 Water Master Plan. Only two areas were determined to be feasible for further investigation at that time: one in the Forest Street Park area where Well 3-02 was constructed to replace Well 3, and another near the McCarthy Business Park development east of Highway 101 near Pacheco Pass Highway.

The City made multiple attempts in the past to acquire land and develop a well in this area. Notably, in 2008, the City made a formal offer to purchase a property located near the corner of Holloway Road and Silacci Way for the purpose of installing a municipal supply well. Unfortunately, the City was unable to negotiate an agreement for the acquisition of the land with the property owners.

On September 16, 2019, the City awarded a contract to Luhdorff & Scalmanini Consulting Engineers (LSCE) to install a test well, evaluate a possible location for Well 9 at 6601 Cameron Boulevard (Site), develop the bid package for construction of Well 9, support acquisition of the Site, and provide engineering support during construction of Well 9. LSCE conducted an appraisal of the site to facilitate discussions with the owner. In October 2019, Conceptual Site Plan Alternatives were developed for the City's review.

On June 25, 2021, a Letter of Intent to Purchase Real Property at 6601 Cameron Boulevard was prepared and transmitted to Joseph A. McCarthy Jr., indicating the City's desire to purchase the site contingent upon installation of a test well and satisfactory results showing suitability for a municipal supply well.

On January 10, 2022, the City entered into an access agreement with McCarthy Ranch, LLC (Owner) to install a test well to evaluate the Site and underlying groundwater suitability for the proposed municipal supply well. The Site was determined to be suitable.

On May 30, 2023, a Site Investigation Summary and Production Well Design Recommendation Report was completed by LSCE, which indicated a municipal supply well located at the Site could yield approximately 1,500 gallons per minute of water that meets Title 22 Drinking Water standards without treatment.

In 2025, Staff initiated a re-appraisal of the Site to ascertain current value. Property owner has expressed a desire to sell the Site to the City for the appraised value of \$1,185,000.

ANALYSIS

The City's 2004 Water Master Plan estimated total water production capacity at 15.5 million gallons per day (MGD). During the period between 2004 and 2023, the population of the City grew by more than 40%. Water demand as of 2023 was estimated at approximately 16.3 MGD. Both Well 3-02 and Well 9 were planned to be online pumping water by 2023, but Well 9 has yet to be constructed. It is imperative to complete this well to increase water production capacity and provide resiliency to the system. Demand by 2040 is estimated to be 24.9 MGD and two additional new wells will need to be constructed and online by then.

The Site is an existing parcel located at 6601 Cameron Boulevard and is approximately 53,925 square feet of undeveloped land with existing street and sidewalk frontage

zoned for general industrial. The Assessor’s Parcel Number (APN) for the Site is 841-84-009. The adjacent parcels are developed and zoned for general industrial. The Site is adjacent to the Tractor Supply store to the north, office building to the west, an industrial warehouse facility to the south, and Gilroy Self Storage to the east. This Site has sufficient land area and is accessible for the intended purpose as a municipal well site.

This project is an existing funded capital project identified in the FY24-28 Capital Improvements Plan (CIP) as the McCarthy Site Well (Well #9), CIP No. 800050. Fees for common area landscaping under the commercial CCRs are anticipated to be less than \$1,500 present value annually. Fees for common area paving under the retail CCRs are anticipated to be between \$5,000 to \$25,000 present value, once every five to ten years depending upon the degree of pavement maintenance required.

ALTERNATIVES

Council may alternatively:

- 1. Decline to approve purchase.
- 2. Defer action and direct staff to evaluate other alternatives.

Staff does not recommend either alternative since site suitability for new groundwater wells is very limited, and the owner is amenable to the sale of the property at this time.

FISCAL IMPACT/FUNDING SOURCE

Funding for this property purchase of \$1,185,000 was included in the FY25 budget from the Water Development Impact Fund (435). Given that the City has entered into its next fiscal year (FY26), the unspent funds from FY25 need to be reappropriated to now complete the purchase in FY26. A budget amendment is included to effectuate this.

PUBLIC OUTREACH

Not applicable.

NEXT STEPS

If approved by Council, staff will execute the agreement, establish escrow, and begin the due diligence processes to effectuate acquisition of the subject property.

Attachments:

- 1. Att 1 - Land Description - McCarthy Bus Prk - Lot 9 smaller
- 2. Att 2 - Purchase and Sale Agreement - McCarthy Lot 9 - Drft v5

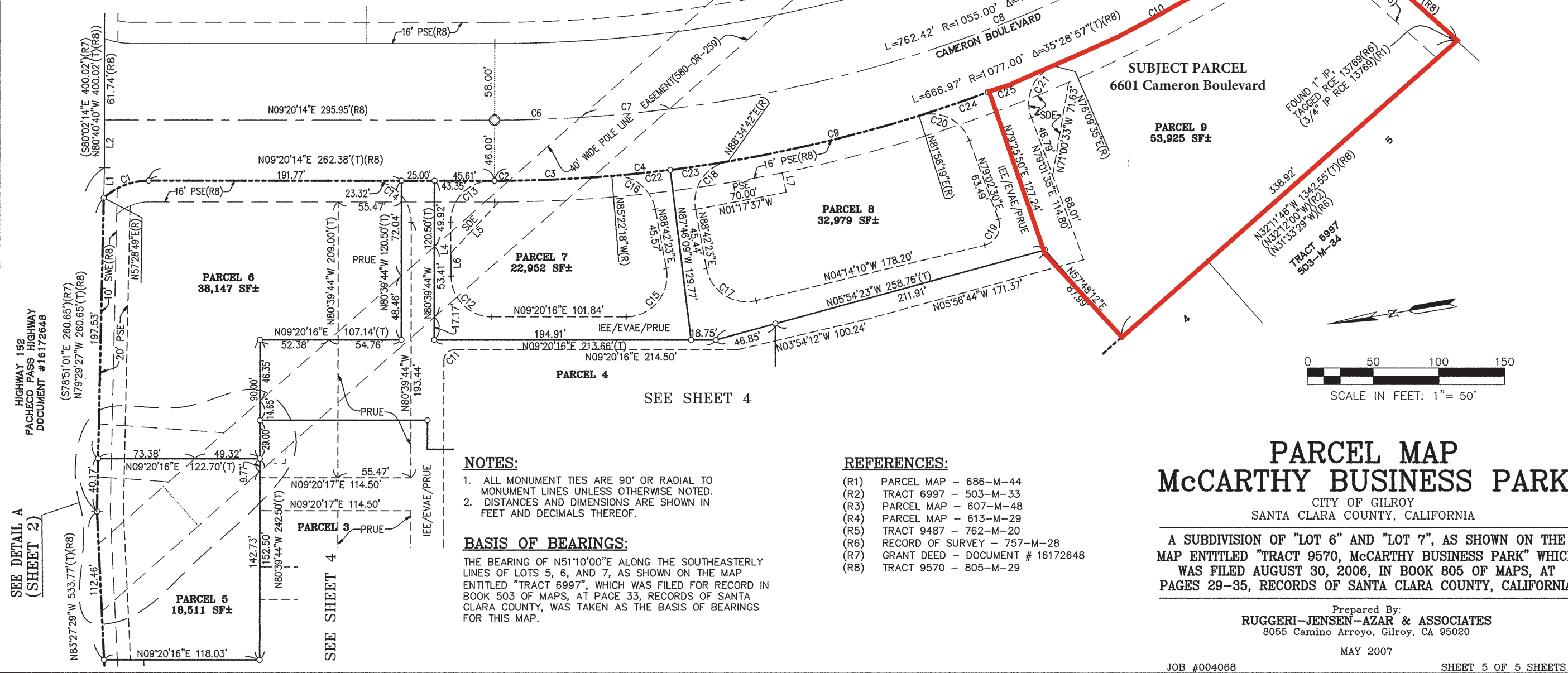
3. Budget Amendment Resolution - FY26 McCarthy Well Site Purchase - July 2025

LEGEND

- BOUNDARY LINE (DISTINCTIVE BORDER)
- EXISTING LOT LINE
- PROPOSED LOT LINE
- MONUMENT LINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- MONUMENT TO-BE-SET PER TRACT 9570, McCARTHY BUSINESS PARK
- SET 3/4" IRON PIPE TAGGED R.C.E. 25281
- FOUND MONUMENT AS NOTED
- IEE INGRESS / EGRESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- PRUE PRIVATE UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SWE SIDEWALK EASEMENT
- IP IRON PIPE
- SFNF SEARCHED FOR, NOT FOUND
- DOC. DOCUMENT
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING
- (C) CALCULATED DIMENSION
- () RECORD DATA

| CURVE TABLE | | | |
|-------------|----------|---------|------------|
| CURVE | RADIUS | LENGTH | DELTA |
| C1 | 51.00' | 37.26' | 41°51'25" |
| C2 | 1077.00' | 10.85' | 0°34'39" |
| C3 | 1077.00' | 63.23' | 3°21'50" |
| C4 | 1077.00' | 59.50' | 3°09'54" |
| C5 | 1077.00' | 111.35' | 5°55'25" |
| C6 | 1055.00' | 65.08' | 3°32'03" |
| C7 | 1055.00' | 67.85' | 3°41'06" |
| C8 | 1055.00' | 629.49' | 34°11'13" |
| C9 | 1077.00' | 248.78' | 13°14'06" |
| C10 | 1077.00' | 284.61' | 15°08'28" |
| C11 | 8.00' | 12.57' | 90°00'00" |
| C12 | 31.00' | 48.41' | 89°28'04" |
| C13 | 31.00' | 49.04' | 90°38'48" |
| C14 | 31.14' | 48.88' | 89°56'22" |
| C15 | 31.00' | 54.45' | 100°37'53" |
| C16 | 31.02' | 45.50' | 84°03'07" |
| C17 | 31.00' | 50.29' | 92°56'33" |
| C18 | 31.00' | 48.76' | 90°06'48" |
| C19 | 15.00' | 25.32' | 96°43'20" |
| C20 | 31.00' | 47.13' | 87°06'11" |
| C21 | 30.98' | 47.13' | 87°08'49" |
| C22 | 1077.00' | 44.55' | 2°22'11" |
| C23 | 1077.00' | 44.40' | 2°21'43" |
| C24 | 1077.00' | 55.32' | 2°56'35" |
| C25 | 1086.84' | 53.58' | 2°49'30" |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | DIST |
| L1 | N79°29'27"W | 22.95' |
| L2 | N80°40'40"W | 36.07' |
| L3 | N32°04'08"W | 15.87' |
| L4 | N81°11'40"W | 41.00' |
| L5 | N37°34'17"W | 53.12' |
| L6 | N81°11'40"W | 17.51' |
| L7 | N87°48'58"W | 15.05' |



816/
52/
52

NOTES:

1. ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
2. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS:

THE BEARING OF N51°10'00"E ALONG THE SOUTHEASTERLY LINES OF LOTS 5, 6, AND 7, AS SHOWN ON THE MAP ENTITLED "TRACT 6997", WHICH WAS FILED FOR RECORD IN BOOK 503 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (R1) PARCEL MAP - 686-M-44
- (R2) TRACT 6997 - 503-M-33
- (R3) PARCEL MAP - 607-M-48
- (R4) PARCEL MAP - 613-M-29
- (R5) TRACT 9487 - 762-M-20
- (R6) RECORD OF SURVEY - 757-M-28
- (R7) GRANT DEED - DOCUMENT # 16172648
- (R8) TRACT 9570 - 805-M-29

**PARCEL MAP
McCARTHY BUSINESS PARK**

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA
A SUBDIVISION OF "LOT 6" AND "LOT 7", AS SHOWN ON THE MAP ENTITLED "TRACT 9570, McCARTHY BUSINESS PARK" WHICH WAS FILED AUGUST 30, 2006, IN BOOK 805 OF MAPS, AT PAGES 29-35, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR & ASSOCIATES
8055 Camino Arroyo, Gilroy, CA 95020

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of July ____, 2025 (the “**Effective Date**”), by and between MCCARTHY GILROY, LLC, a California limited liability company (“**Seller**”), and THE CITY OF GILROY, a California municipal corporation (“**Buyer**”).

RECITALS

A. Seller is the owner of certain real property located in the City of Gilroy, County of Santa Clara (the “**County**”), State of California, which real property is commonly known as 6601 Cameron Boulevard (Assessor’s Parcel Number: 841-84-009) and described as Parcel 9 of Parcel Map McCarthy Business Park, filed August 6, 2007 in Book 816 of Parcel Maps at Pages 48-52, Santa Clara County Records, File Number 19539696. The aforesaid real property presently consists of approximately 53,925 square feet and is more particularly described and depicted on **Exhibit A** attached hereto (the “**Land**”).

B. The Property shall consist of all of the following: (i) the Land; (ii) all right, title and interest of Seller, if any, in and to all rights, privileges and easements appurtenant to the Land (all of which are collectively referred to as the “**Appurtenances**”) (the Land and any Appurtenances are collectively referred to herein as the “**Real Property**”); and (iii) all right, title and interest of Seller, if any, to the extent transferable, in all intangible property used exclusively in connection with the business of owning, operating, maintaining and/or managing the Real Property, including licenses, permits, entitlements and governmental approvals which benefit the Real Property (all of which are collectively referred to as the “**Intangible Property**”).

C. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller, upon the terms and conditions contained in this Agreement, and all permits, licenses, consents, approvals and entitlements related to the Property described below.

The parties agree as follows:

1. **Agreement of Purchase and Sale.** Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, which purchase and sale shall be upon and subject to all the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price (“**Purchase Price**”) for the Property shall be One Million One Hundred Eighty-Five Thousand Dollars (\$1,185,000.00).

3. **Escrow; Deposit; Independent Consideration.**

a. **Opening of Escrow; Deposit.** The transaction contemplated by this Agreement shall be consummated through an escrow (“**Escrow**”) with Old Republic Title located at 8060 Santa Teresa Boulevard, Suite 100, Gilroy, California 95020 (“**Escrow Agent**,” “**Escrow Holder**,” or “**Title Company**”), Attention: Chris Gonzalez, Escrow Officer. Promptly following the Effective Date, Seller and Buyer shall open Escrow with Escrow Agent. Buyer shall, by no later than five (5) business days after the Escrow has opened, deposit into Escrow One Hundred Eighteen Thousand Five Hundred Dollars (\$118,500.00) (the “**Deposit**”). The Deposit (less the Independent Consideration (defined below)) shall be fully refundable to Buyer until Buyer delivers its Feasibility Approval Notice as described in **Section 6(a)** to Seller on or before the expiration of the Feasibility Period (as defined in **Section 6(a)** below). Buyer shall have the right for any reason or for no reason to terminate this Agreement by written notice given to Seller at any time prior to the expiration of the Feasibility Period and, in such event, the Deposit made by Buyer (together with the interest, if any, accrued thereon while in escrow) less the Independent Consideration shall be promptly refunded to Buyer. The Deposit shall be disbursed to Seller following Buyer’s delivery of Buyer’s Feasibility Approval Notice. Upon disbursement of any portion of the Deposit to Seller as described above, such portion of the Deposit so released shall become non-refundable (except in the event of Seller’s default under this Agreement or as otherwise expressly provided in this Agreement) and shall be applicable to the Purchase Price upon the Close of Escrow.

b. Investment and Reinvestment of Deposit. Any portion of the Deposit and all other funds deposited by Buyer and held by Escrow Agent will be invested and reinvested, in any demand deposit or savings account(s) of any California state or federal savings and loan association or California state bank or national banking association, as Buyer may instruct Escrow Agent in writing. All interest earned under such account(s) will accrue to Buyer.

c. Independent Consideration. One Hundred Dollars (\$100.00) of the Deposit shall serve as independent consideration ("**Independent Consideration**") for Seller's execution of this Agreement and agreement to sell the Property to Buyer on and subject to the terms and conditions of this Agreement, including, without limitation, the grant to Buyer of the right to conduct its due diligence investigation of the Property and the grant to Buyer of the right to terminate this Agreement on or before the expiration of the Feasibility Period in connection with such due diligence investigation and shall be independent of any other consideration or payment provided for in this Agreement and is non-refundable in all events (except in the event of a default by Seller hereunder). The Independent Consideration is not applicable to the Purchase Price and shall be retained by Seller in the event of the Close of Escrow or any termination of this Agreement.

4. Payment of Purchase Price. The Purchase Price less any Deposit disbursed to Seller will be payable in cash through Escrow at the Close of Escrow.

5. Buyer's Title Approval Rights. Buyer shall, within fifteen (15) days following Buyer's receipt of the Documents (defined in Section 7(a) below) and the Title Report (as defined in Section 7(c) below), notify Seller in writing ("**Buyer Objection Notice**") of any objection (which objection may be issued or withheld in Buyer's sole and absolute discretion) that Buyer has to the title exceptions reflected in the Title Report or the matters shown on a Survey (as defined in Section 6(b) below). Buyer's failure to timely deliver to Seller the Buyer Objection Notice shall be deemed to constitute Buyer's disapproval of the Title Report and the Survey. Seller shall have a period of five (5) business days after receipt of the Buyer Objection Notice in which to deliver written notice to Buyer ("**Seller Response Notice**") of Seller's election to either (i) agree to attempt to remove, at Seller's sole cost and expense, the objectionable items on or before the Closing Date (in which event Buyer shall be deemed to have waived its objection to the title exceptions and survey matters (if applicable) in question), or (ii) decline to attempt to remove the objectionable items. Seller's failure to timely deliver to Buyer the Seller Response Notice shall be deemed to constitute Seller's election not to attempt to remove the objectionable items. If Seller elects in the Seller Response Notice to attempt to remove the objectionable items, such removal shall be a condition precedent to Closing (as herein defined) for the benefit of Buyer, but not a covenant of Seller and except for the disapproved items, the condition of the title as shown on the Title Report shall otherwise be deemed approved. If Seller elects (or is deemed to have elected) not to remove the objectionable items, then Buyer shall have the right, by written notice to Seller ("**Buyer Election Notice**") delivered within five (5) days after Buyer's receipt of the Seller Response Notice (or, if Seller has failed to timely deliver to Buyer the Seller Response Notice, within five (5) days after the expiration of said five (5) day period), to either (i) immediately terminate this Agreement, whereupon Escrow Agent shall promptly release and return the Deposit (less the Independent Consideration) to Buyer, and all of the rights and obligations of Buyer and Seller hereunder shall cease, except that the parties shall equally be responsible for payment of the expenses of canceling Escrow (i.e., 50/50), or (ii) waive its objection to the title exceptions and survey matters (if applicable) in question. Buyer's failure to timely deliver to Seller the Buyer Election Notice shall be deemed to constitute Buyer's election to terminate this Agreement. Notwithstanding any other provision contained herein to the contrary, Seller shall, on or before the Closing Date, remove or cause to be removed all monetary liens and encumbrances against the Property, excluding real property taxes and assessments not yet due and payable (collectively, "**Monetary Liens**").

6. Feasibility Period; Inspections and Studies.

a. Feasibility Period. Buyer shall have thirty (30) days following the Effective Date (the "**Feasibility Period**") to conduct any feasibility, economic, political, title, physical, or engineering studies of the Property as Buyer may desire, in its sole and absolute discretion, including, but not limited to, Buyer's review and approval of the matters described in (b) and (c) below, the terms and balances of any assessment district affecting the Property, the conditions of zoning, and verification of the availability of utility connections and Buyer's evaluation of the feasibility of the Property for Buyer's intended use and to conduct the Inspections and Studies as described in (b) below. If Buyer elects to proceed with the purchase of the Property after conducting such investigations, Buyer will give written notice to Seller and Escrow Agent of such fact before the expiration of the Feasibility Period (the

“**Feasibility Approval Notice**”). Buyer’s failure to give the Feasibility Approval Notice before the expiration of the Feasibility Period will be deemed as Buyer’s election not to proceed with the purchase of the Property, whereupon the Deposit (less the Independent Consideration) held by Escrow Holder will be immediately released to Buyer and this Agreement shall automatically terminate with neither party having any further liability or obligation hereunder except as to any indemnities obligations that, by their terms, survive termination; provided, however, Seller shall not be released hereunder until the full amount of the Deposit held by Escrow Holder has been returned to Buyer.

b. Inspections and Studies. During the Feasibility Period, Buyer may, at its sole cost and expense, perform such physical inspections, surveys (including, without limitation, a Phase 1 Environmental Study and an ALTA survey of the Property (“**Survey**”)), tests and studies, and review such other matters related to the Property, as Buyer deems necessary or appropriate for its review of the Property (collectively, “**Inspections and Studies**”). In connection with the foregoing, Buyer and its employees, agents, representatives, consultants and contractors (collectively, “**Buyer Representatives**”) shall have the right to enter upon the Property during normal business hours for the purpose of conducting such Inspections and Studies and/or performing the Survey. After any such entry, Buyer shall promptly restore the Property to its prior condition, if its condition was changed by such entry. Buyer shall indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liabilities (including reasonable attorneys’ fees and expenses) to the extent caused by Buyer’s or the Buyer Representatives’ entry upon the Property, and the performance of the Inspections and Studies; provided, however, that Buyer shall have no responsibility or liability for any act or omission of Seller or its employees, agents, representatives or contractors and/or for any condition or defect on, under or affecting the Property not caused by Buyer or the Buyer’s Representatives but discovered during such Inspections and Studies. If Buyer does not acquire the Property for any reason whatsoever, Buyer shall deliver to Seller (i) all reports, documents and other materials (including, without limitation, the Documents) previously obtained by Buyer from Seller, and (ii) to the extent permitted pursuant to agreements with parties preparing the same, copies of all reports, documents and other materials pertaining to the Property as Buyer has prepared or caused to be prepared (specifically excluding any internal documents of Buyer containing proprietary or privileged information, appraisals, marketing studies, and plans and specifications of improvements). The delivery of such items shall be without representation or warranty as to the completeness or accuracy thereof.

c. Buyer’s approval of the items referenced in subparagraphs (a) and/or (b) above shall be manifested by Buyer’s delivery of the Feasibility Approval Notice. All of the above approvals may be granted or withheld by Buyer in its sole and absolute discretion. If Buyer fails to give the Feasibility Approval Notice, then such failure shall, without further notice, constitute a termination of this Agreement by Buyer. If Buyer so terminates this Agreement, then, on such date, Escrow Agent shall promptly release and return the Deposit (less the Independent Consideration) to Buyer, and all of the rights and obligations of Buyer and Seller hereunder shall cease, except that the parties shall equally be responsible for payment of the expenses of canceling Escrow (i.e., 50/50).

7. Documents and Preliminary Title Report.

a. Delivery of Documents. Seller shall as soon as practicable after the mutual execution of this Agreement, but in no event later than the date that is three (3) business days after the Effective Date, deliver or cause to be delivered to Buyer for Buyer’s review a standard disclosure package of documents and materials in Seller’s possession which relate directly to the Property, including, without limitation, maps, conditions of approval, plans, development agreements, specific plans, title reports, toxic studies reports, Mello-Roos information or documents, school fee information or documents, surveys, and environmental reports (collectively the “**Documents**”).

b. Return of Documents. Buyer shall return all of the Documents, any and all copies Buyer has made of the Documents on the earlier to occur of (i) such time as Buyer determines that it shall not acquire the Property, or (ii) such time as this Agreement is terminated for any reason.

c. Delivery of Preliminary Title Report. Seller shall within three (3) business days after the Effective Date of this Agreement deliver or cause to be delivered to Buyer for Buyer’s review and approval, a preliminary title report (and copies of all documents or items referenced therein as exceptions) issued by Title Company in respect of the Seller’s Real Property (collectively, “**Title Report**”).

8. **Representations of Seller.** Seller makes the following representations and warranties to Buyer, all of which representations and warranties are true in all respects as of the Effective Date and shall be true in all respects at the Close of Escrow.

a. **Authority.** The individual(s) signing this Agreement on behalf of Seller has/have the power, right and authority to (i) enter into this Agreement, (ii) bind Seller hereto and (iii) consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court.

b. **No Commitments.** Except as expressly identified in this Agreement, Seller has not entered into any material commitments or agreements with any third parties (including, without limitation) governmental authorities or agencies) affecting the Property that are not a matter of public record, including, without limitation, purchase agreements, rights of first refusals, options, leases or easements.

c. **No Pending Litigation.** To Seller's actual knowledge, no pending litigation exists against Seller relating to or arising out of Seller's interest in the Property, and Seller has not received any written notice that any proceedings are contemplated and likely to be commenced during the term of this Agreement.

d. **No Violation of Laws.** To Seller's actual knowledge, in the past three (3) years Seller has not received any written notice or other written communication of any violation of any federal, state, regional or local law, ordinance or other governmental rule or regulation pertaining to the Property, including without limitation, subdivision, and environmental laws affecting the Property.

e. **No Condemnation Proceedings.** To Seller's actual knowledge, there are currently no condemnation or eminent domain proceedings threatened in writing or actively pending against the Property or any part thereof nor has any written request been received by Seller to engage in any transfer or transaction in lieu thereof.

f. **IRS Information.** For purposes of Section 1445 of the United States Internal Revenue Code, as amended (the "**Code**"): (i) Seller is not a foreign corporation (as such term is defined in the Code and applicable federal income tax regulations); (ii) Seller's Social Security Number (or equivalent) will be supplied to Escrow Holder at Closing; (iii) Seller's correct address is as set forth in the FIRPTA (as defined below) and any other tax documentation related to this transaction; and (iv) the withholding of tax is not required by the Code upon the transfer of the Property in accordance with this Agreement. This certification may be disclosed by Buyer to the Internal Revenue Service.

g. **Hazardous Substances.** Except as otherwise disclosed to Buyer in writing or otherwise included in the Documents, to Seller's actual knowledge, the Property is not currently under investigation for violation (or in violation) of any federal, state or local law, ordinance or regulation relating to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions (collectively, "**Environmental Laws**"). To Seller's actual knowledge, there are no underground storage tanks located on the Real Property.

h. **Actual Knowledge.** Whenever phrases such as "Seller knows", "to Seller's knowledge" or "Seller has no knowledge" or similar phrases are used in this Agreement with regard to the "knowledge" of Seller, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Joseph A. McCarthy Jr. ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or statement which is so limited to matters within Seller's knowledge, and in no event shall Seller's Representative have any personal liability therefor.

9. **Buyer's Representations and Warranties.** Buyer hereby makes the following representations and warranties:

a. The individual(s) signing this Agreement on behalf of Buyer has/have the power, right and authority to (i) enter into this Agreement, (ii) bind Buyer hereto and (iii) consummate the transaction contemplated hereby, without the consent or joinder of any other party or order or approval of any court.

b. Buyer has the requisite right, legal capacity and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transaction contemplated hereby.

c. This Agreement and all other agreements, documents and instruments to be executed in connection herewith have been effectively authorized by all necessary action on the part of Buyer, which authorizations remain in full force and effect, have been duly executed and delivered by Buyer, and no other proceedings on the part of Buyer are required to authorize this Agreement and the transactions contemplated hereby.

10. **Seller's Covenants.**

a. During the term of this Agreement, Seller shall:

i. **Maintain Condition of Title.** Neither cause nor voluntarily permit, any lien, encumbrance or any matter to cause the condition of title to be changed from that as stated in the Title Report, without Buyer's prior written consent. Without limitation, Seller shall not encumber the Property with any Monetary Lien, including a deed of trust or other instrument in connection with any other loan or financing obtained by Seller.

ii. **Enter into No Agreements.** Not enter into any agreements with the County, governmental agency (other than with Buyer in connection with this Agreement), utility company or any person or entity regarding the Property, which would remain in effect after the Close of Escrow, without obtaining Buyer's prior written consent, which Buyer shall not withhold unreasonably. Without limitation, Buyer may withhold its consent to any agreement that would, in Buyer's opinion, have any significant, detrimental impact on Buyer's intended use for the Property.

11. **Liquidated Damages.** IF BUYER DEFAULTS UNDER THIS AGREEMENT BY FAILING TO CLOSE ESCROW ACCORDING TO THE TERMS OF THIS AGREEMENT AND SUCH DEFAULT IS NOT CURED BY BUYER WITHIN TWO (2) BUSINESS DAYS OF THE INITIAL SPECIFIED CLOSING DATE, THE PARTIES AGREE THAT SELLER SHALL BE RELEASED FROM SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER. IN SUCH EVENT, SELLER SHALL RETAIN ANY PORTION OF THE DEPOSIT WHICH HAS BEEN DISBURSED TO SELLER AS LIQUIDATED DAMAGES, WHICH THE PARTIES AGREE IS A REASONABLE SUM CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE, INCLUDING THE DIFFICULTY OR IMPRACTICALITY OF DETERMINING THE ACTUAL DAMAGES TO SELLER. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT, AND SELLER SHALL ACCEPT SAID LIQUIDATED DAMAGES IN PLACE OF ANY OTHER RIGHTS OR REMEDIES IT MAY HAVE AGAINST BUYER INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO SPECIFIC PERFORMANCE OR TO RECOVER DAMAGES. SELLER'S RETENTION OF THE DEPOSIT AS PROVIDED ABOVE AS LIQUIDATED DAMAGES HEREUNDER IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389.

Seller's Initials _____

Buyer's Initials _____

12. **Closing Conditions.**

a. **Buyer's Conditions Precedent.** Buyer's obligation to purchase the Property is conditioned upon fulfillment or waiver by Buyer, in Buyer's reasonable discretion, of each of the following conditions ("**Buyer's Closing Condition(s)**") at or prior to closing, which are for Buyer's benefit only, and may be waived in part or in whole by Buyer (and then only in writing):

i. **Seller Performed All Obligations.** Seller shall have performed each and every of Seller's material obligations set forth in this Agreement.

ii. Seller's Representations and Warranties Are True. All the warranties and representations of Seller set forth in this Agreement shall be true and correct in all material respects at the time when made and at the Close of Escrow.

iii. Title Company Able to Issue Title Policy. The Title Company shall be irrevocably committed to issue in favor of Buyer, as the named insured, at Close of Escrow an ALTA standard owner's policy of title insurance with coverage in an amount equal to the Purchase Price showing title to the Land vested in Buyer as of the Closing Date, subject to the title exceptions approved or waived by Buyer (the "**Title Policy**"), and Seller shall be ready, willing and able to transfer good and marketable fee title to the Property to Buyer at the Close of Escrow, subject only to the title exceptions approved or waived by Buyer.

iv. Seller's Deliveries. Seller shall have delivered to Escrow Agent the documents described in Section 13(c) below.

v. Possession at Closing. Delivery of possession of the Real Property to Buyer at the Close of Escrow, free from any rights or claims of rights of possession of any person or entity.

If Buyer's Closing Conditions are not satisfied or waived in writing by the Closing Date, the Closing Date may, at Buyer's election and without any additional deposits, be extended for up to ten (10) days after the original Closing Date; provided, however, if an unsatisfied condition is also a default by Seller, then Section 12(b) below shall apply. Buyer may also elect to terminate this Agreement in the event any Buyer Closing Condition is not satisfied on the Closing Date. Upon such termination, the Deposit paid by Buyer, together with any interest which has accrued thereon while held by Escrow Agent, shall be returned to Buyer (whether or not the same has been released to Seller) and the parties shall have no further obligations under this Agreement except as to any indemnities obligations that, by their terms, survive termination and provided that Seller shall not be released hereunder until the full amount of the Deposit has been returned to Buyer.

b. Buyer's Remedies. If escrow fails to close on the Closing Date because of a default by Seller, then Buyer shall, in addition to any other rights or remedies specified in this Agreement or provided by law, have the following rights:

i. Buyer may extend the Closing Date (without any additional deposits) for such period as may be determined by Buyer to provide Seller an opportunity to cure the subject default. In the event Seller does not cure by the extended date established by Buyer, then Buyer may thereupon avail itself of the other rights and remedies set forth in this Section 12(b);

ii. Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer (whether or not the same has been released to Seller) (together with all interest accrued thereon, if any); or

iii. Buyer may initiate an action for specific performance compelling Seller to perform its obligations under this Agreement, including, without limitation, conveying the Property to Buyer in the condition required under this Agreement. Seller hereby acknowledges the following: (A) this Agreement provides to Seller adequate consideration and that such consideration, including, without limitation, the Purchase Price, is just and reasonable, (B) Buyer will be considered to have fully and fairly performed its obligations under this Agreement if Buyer's representations under Section 9 are accurate as of the scheduled Closing Date, and Buyer has indicated that it is prepared to deposit, or cause to be deposited, in Escrow any remaining balance of the Purchase Price and Buyer's share of closing costs, and (C) Seller may be compelled to specifically perform its obligations hereunder to and for the benefit of Buyer. Any award of specific performance shall in no way preclude or limit any right of Buyer to recover attorneys' fees and costs as provided in this Agreement.

c. Seller's Conditions Precedent. Seller's obligation to sell the Property is conditioned upon fulfillment of each of the following conditions ("**Seller's Closing Condition(s)**") at or prior to closing, which are for Seller's benefit only, and may be waived in part or in whole by Seller (and then only in writing):

i. Buyer Performed All Obligations. Buyer shall have performed each and every of Buyer's material pre-closing obligations set forth in this Agreement.

ii. Buyer's Representations and Warranties Are True. All the warranties and representations of Buyer set forth in this Agreement shall be true and correct in all material respects at the time when made and at the Close of Escrow.

iii. Buyer's Deliveries. Buyer shall have delivered to Escrow Agent the documents described in Section 13(d) below.

If Seller's Closing Conditions are not satisfied or waived in writing by the Closing Date, the Closing Date may, at Seller's election, be extended for up to ten (10) days after the original Closing Date; provided, however, if an unsatisfied condition is also an uncured default by Buyer, then Section 11 above regarding Liquidated Damages shall apply.

13. **Escrow Closing.**

a. Closing of Escrow. Subject to the satisfaction or waiver by Buyer of all Buyers' Closing Conditions described above, the Close of Escrow shall occur on the date five (5) business days following the expiration of the Feasibility Period (the "**Outside Closing Date**"). The Close of Escrow shall be the date on which the Grant Deed (as defined below) to the Property is recorded in the Official Records of the County (the "**Close of Escrow**" or the "**Closing**"). The date on which the Closing occurs is referred to herein as the "**Closing Date**").

b. Grant Deed. Title to the Property shall be conveyed by a grant deed in the form attached hereto as **Exhibit B** (the "**Grant Deed**"), without any exceptions except the title exceptions approved or waived by Buyer.

c. Seller's Deposits into Escrow. Seller shall deposit or cause to be deposited into Escrow prior to the Close of Escrow the following:

i. The executed and acknowledged Grant Deed;

ii. An executed Federal Non-Foreign Investor Affidavit in the form attached hereto as **Exhibit C** (the "**FIRPTA Affidavit**");

iii. An executed Withholding Exemption Certificate (California Form 593) as required under the California Revenue and Taxation Code;

iv. One original of the estimated closing statement prepared by the Escrow Holder;
and

v. Such other documents as may be reasonably required by the Escrow Holder to consummate this transaction.

d. Buyer's Deposits into Escrow. Buyer shall deposit into Escrow prior to the Close of Escrow the following:

i. The Purchase Price (less the Deposit) in immediately available funds ("**Closing Funds**").

ii. One original of an estimated closing statement prepared by Escrow Holder;

iii. Such additional funds as may be required to pay Buyer's share of closing costs and prorations as provided herein; and

iv. Such other documents as may be reasonably required to consummate this transaction.

e. Expenses of Escrow. Seller shall pay (A) all County documentary transfer taxes, (B) the premium for Buyer's Title Policy allocable to an ALTA standard owner's policy of title insurance, (C) the cost of recording the Grant Deed, and (D) one-half (1/2) of all escrow fees. Buyer shall pay (i) the cost of Buyer's endorsements, if any, and the excess cost of an ALTA extended owner's policy of title insurance if Buyer elects to obtain an ALTA extended coverage Title Policy, (ii) the cost of an ALTA survey, if Buyer elects to obtain the same, (iii) one-half (1/2) of all escrow fees, and (iv) all other reasonable and customary expenses, fees and costs incurred in connection with the consummation of the Escrow. Buyer and Seller shall each bear their own respective attorneys' fees and accounting costs incurred in connection with this transaction.

f. Prorations; Taxes. All real and personal property taxes and assessments, including, without limitation, supplemental taxes, if any; water, sewer and utility charges (calculated on the basis of the period covered), and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of the Closing, on the basis of a 365-day year.

g. Possession. Seller shall deliver possession of the Property to Buyer at the Close of Escrow.

14. Condemnation. If, prior to the initial date for Close of Escrow, all or any portion of the Property is subject to an actual taking by a public authority, by the power of eminent domain or otherwise (a "taking"), Seller shall immediately advise Buyer of the same in writing and Buyer shall have the right, exercisable by giving written notice to Seller within ten (10) days after Buyer's receipt of written notice of such taking from Seller, either to (A) terminate this Agreement (whereupon the Deposit shall be immediately returned to Buyer and neither party shall have any further liability or obligation hereunder; provided, however, Seller shall not be released hereunder until the full amount of the Deposit has been returned to Buyer), or (B) to accept that applicable portion of the Property subject to such taking and to receive (i) a ratable reduction in the Purchase Price (calculated on a square foot basis) based on the square footage of the Property that is subject to the taking in question, and (ii) an assignment of all of Seller's rights to any condemnation award payable by reason of such taking, to the extent such award exceeds the reduction in the Purchase Price described in subsection (i) above. If Buyer elects to proceed under clause (B) above, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent.

15. Broker's Commission. Buyer and Seller each represent and covenant to the other that, except as herein provided, they have not entered into any agreement, incurred any obligation or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction. Buyer and Seller each agree to indemnify and hold the other harmless from any loss, liability, cost or expense, including reasonable attorneys' fees, arising from a breach of this representation and warranty. The foregoing indemnity and hold harmless obligations of the parties shall survive the Close of Escrow or any sooner termination of this Agreement.

16. Preliminary Escrow Instructions; Further Documents. This Agreement shall serve as preliminary escrow instructions to Escrow Agent. Each party will, whenever and as often as it shall be requested by the other party or Escrow Agent, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents as may be reasonably necessary in order to complete the sale, conveyance and transfer provided for herein, including, without limitation, such escrow instructions as may be required by Escrow Agent and will do any and all other acts and will execute, acknowledge and deliver any and all documents as may be reasonably required in order to carry out the intent and purpose of this Agreement. If there is a conflict between this Agreement and any escrow instructions, this Agreement shall control.

17. Miscellaneous Provisions.

a. Attorneys' Fees. If it shall be necessary for either Buyer or Seller to employ an attorney to enforce or defend its rights under this Agreement, the non-prevailing party shall reimburse the prevailing party for its actual attorneys' fees and costs of suit.

b. Notices. Any approval, disapproval, demand, document or other notice (“**notice**”) which any party may desire to give to any other party shall be in writing and shall be delivered by hand delivery, by overnight courier, by e-mail, by electronic facsimile transmission or by U.S. certified or registered mail (postage prepaid) and shall be deemed received when received for at the addressee’s place of business (in the case of hand delivery), on the date of delivery confirmed by the overnight courier service (in the case of overnight courier delivery), on the day sent (in the case of e-mail), when the recipient’s facsimile machine acknowledges to the transmitting party receipt of all pages (in the case of facsimile transmission), and two (2) days after being posted with the U.S. mail (in the case of certified or registered mail delivery). All such notices shall be delivered to the following addresses (or at any other address as a party may later designate):

If to Buyer: The City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020
Attention: Jimmy Forbis, City Administrator
E-mail: CityClerk@CityofGilroy.org
Tel. No.: (408) 846-0202

with a copy to: Berliner Cohen, LLP
Attention: Andy Faber, Esq.
10 Almaden Blvd., 11th Floor
San Jose, CA 95113
E-mail: andy.faber@berliner.com
Tel. No.: (408) 286-5800
Fax No.: (408) 998-5388

If to Seller: McCarthy Gilroy, LLC
Attention: Joseph A. McCarthy Jr.
210 Almadra Avenue
Los Gatos, California 95030
E-mail: joeym@mccarthy.us
Tel. No.: (408) 358-5058
Fax No.: (408) 356-2338

with a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP
Three Embarcadero Center, Suite 1200
San Francisco, California 94111
Attn: Timothy Kelly Esq.
E-mail: tkelly@allenmatkins.com
Tel. No.: (415) 273-7450

If to Escrow Agent: Old Republic Title
Attention: Leticia Colon
8060 Santa Teresa Boulevard, Suite 100
Gilroy, CA 95020
E-mail: Lcolon@ORTC.com
Tel. No.: (408) 557-8400

c. Governing Law. The laws of the State of California shall govern the validity, enforcement, and interpretation of this Agreement.

d. Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

e. Counterpart Execution; Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, .pdf or DocuSign signatures sent via e-mail may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the emailed document, are aware that the other parties will rely on the e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

f. Headings; Constructions. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. The agreement contained herein shall not be construed in favor of or against either Seller or Buyer, but shall be construed as if both parties prepared this Agreement.

g. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any party's obligations as contained in any additional instructions required by Escrow Agent (as referenced in Section 16 above) the rights of the parties hereunder shall be governed by the dates and times set forth in this Agreement.

h. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

i. Binding Effect. Subject to the provisions of Section 17(n) below, this Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their permitted successors and assigns.

j. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

k. Exhibits. All attached Exhibits and all items delivered into Escrow are incorporated herein.

l. Survival. All covenants and agreements contained herein to be performed after the Closing Date and, except as otherwise set forth herein, all representations, warranties and indemnities shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale of the Property for a period of twelve (12) months, and a party shall only be liable to the other party for a breach of a representation or warranty made by it with respect to which a claim is made by a party against the other party before the end of such twelve (12) month period.

m. Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either Seller or Buyer, to any person or entity other than each other.

n. Assignment. Buyer reserves the right to assign this Agreement or take title to the Property in the name of a nominee or assignee; provided that Buyer provide written notice within ten (10) days of the Closing Date of such assignment.

o. Computation of Time. The time in which any act under this Agreement is to be done shall be computed by excluding the first day and including the last day. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless preceded by the word "business",

the word “day” shall mean a calendar day. The phrase “business day” or “business days” shall mean those days on which the Superior Court of the county in which the Property is located is open for business.

p. 1031 Exchange. Seller may consummate the sale of the Property through a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code (the “**Exchange**”). If Seller elects to undertake an Exchange, the following terms shall apply:

i. Seller, at its option, may assign its rights in this Agreement, as well as transfer its interest in the Property, to an exchange accommodator selected by Seller. Subject to the terms and conditions set forth in this Section 17(p), Buyer agrees to reasonably cooperate with Seller in connection with the Exchange. Buyer shall in no way be obligated to pay any fees, costs or other expenses (including, without limitation, any escrow fees, brokerage commissions, title charges, survey costs, recording costs or documentary transfer taxes) in connection with Seller’s replacement property in the Exchange.

ii. The Closing shall not be contingent upon or subject to the consummation of the Exchange. Escrow shall timely close in accordance with the terms of this Agreement notwithstanding any failure, for any reason, of the consummation of the Exchange. Buyer shall have no responsibility or liability on account of the Exchange to Seller or any third party involved in the Exchange. Buyer shall not be required to make any representations or warranties, nor assume any obligations, nor incur any costs, expenses or liabilities in connection with the Exchange. All representations, warranties, covenants and indemnification obligations of Seller to Buyer whether set forth in this Agreement or otherwise existing at law or in equity, shall inure to the benefit of Buyer, notwithstanding the Exchange. Buyer shall not be obligated to hold title to any replacement property in the Exchange. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, actions, suits, liens, obligations, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising from or related to the Exchange.

[Signatures Appear on the Following Page]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

SELLER:

MCCARTHY GILROY, LLC,
a California limited liability company

By: McManagement Services, Inc.,
a California corporation
Title: Manager

By: _____
Name: Joseph McCarthy Jr.
Title: Vice President

Date: July __, 2025

BUYER:

THE CITY OF GILROY,
a California municipal corporation

By: _____
Name: _____
Title: _____

Date: July __, 2025

Approved to Form

By: _____
City Attorney

ATTEST

By: _____
City Clerk

EXHIBIT A

Description of Land

The land referred to is situated in the County of Santa Clara, City of Gilroy, State of California, and is described as follows:

PARCEL ONE:

Parcel 9 as shown upon that certain Parcel Map filed in the office of the Recorder of Santa Clara County on August 6, 2007 in Book 816 of Maps, Pages 48 thru 52.

PARCEL TWO:

An easement for ingress and egress of vehicular, equestrian and pedestrian traffic, farm equipment and tools, over a strip of land 30 feet wide along the Southwesterly line of Lot 6, as shown upon that certain Map entitled, "Map of the Subdivision of the Elizabeth H. Martin Tract," which Map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California, on October 20, 1894 in Book F of Maps at Page 31, and more particularly described. as follows:

Beginning at a 1-inch pipe in the fence at the Southern most corner of said Lot 6; thence Northwesterly along said Southwesterly line North 32 deg. 05' West 2717.86 feet to a 1-1/2 inch pipe in the Southerly line of the Pacheco Pass Road (formerly the Old Gilroy Road) as it existed prior to 1922, thence along said Southerly line, South 88 deg. 15' East 38.42 feet to a 3/4 inch pipe; thence Southeasterly and parallel to the Southwesterly line of Lot 6; South 32 deg. 05' East 2690.20 feet to a 3/4 inch pipe in the Southeasterly line of Lot 6; thence along said line South 51 deg, 13' West 30.22 feet to the Point of Beginning.

Excepting therefrom that certain Parcel of Land granted in the Deed from Hirasak.i. Ranch to the State of California Recorded March 13, 1968 in Book 8053, Official Records, Page 728 and more particularly described as follows:

Beginning for reference at the Northwesterly corner of said Lot 6; thence along the Southwesterly line of said Lot 6 South 31 deg. 26' 55" East 211.79 feet to the true point of commencement; thence continuing along said Southwesterly line South 31 deg. 26' 55" East 272.76 feet; thence North 40 deg. 39' 29" East 31.52 feet to a line parallel with and distant 30.00 feet Northeasterly at right angles from, from said Southwesterly line; thence along said parallel line North 31 deg. 26' 55" West 253.00 feet; thence South 75 deg. 33' 39" West 31.31 feet to the true point of commencement, containing 0.181 of an acre, more or less.

PARCEL THREE:

An easement for ingress and egress and utilities over, under, and across a strip of land 30 feet wide along the Southwesterly line of Lot 6, as shown upon that certain Map entitled, "Map of the Subdivision of the Elizabeth M. Martin Tract," which Map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California, on October 20, 1894 in Book F of Maps at Page 31, and more particularly described as follows:

Beginning at a 1-inch pipe in the fence at the Southern most corner of said Lot 6; thence Northwesterly along said Southwesterly line North 32 deg. 05' West 2717.86 feet to a 1-1/2 inch pipe in the Southerly line of the Pacheco Pass Road (formerly the Old Gilroy Road) as it existed prior to 1922; thence along said Southerly line, South 88 deg. 15' East 38.42 feet to a 3/4 inch pipe; thence Southeasterly and parallel to the Southwesterly line of Lot 6; South 32 deg. 05' East 2690.20 feet to a 3/4 inch pipe in the Southeasterly line of Lot 6; thence along said line South 51 deg. 13' West 30.22 feet to the Point of Beginning.

Excepting therefrom that certain Parcel of Land granted in the Deed from Hirasaki Farms to the State of California Dated April 26, 1967, Recorded March 13, 1968 in Book 8053, Official Records, Page 728 and more particularly described as follows:

Beginning for reference at the Northwesterly corner of said Lot 6; thence along the Southwesterly line of said Lot 6 South 31 deg. 26' 55" East 211.79 feet to the True Point of Commencement; thence continuing along said Southwesterly line South 31 deg. 26' 55" East 272.76 feet; thence North 40 deg. 39' 29" East 32.52 feet to a line parallel with, and distant 30.00 feet Northeasterly at right angles from said Southwesterly line; thence along said parallel line North 31 deg. 26' 55" West 253.90 feet; thence South 75 deg, 33' 39" West 31.37 feet to the True Point of Commencement.

PARCEL FOUR:

A non-exclusive easement for roadway purposes over the property more particularly described as follows:

A thirty foot wide easement for ingress and egress the Southwesterly line of which is more particularly described as follows:

Beginning at an iron pipe on the Northeasterly line of Parcel 3 and marking the Southwesterly corner of "existing thirty foot wide private Road to Hirasaki Farms" as said Private Road and Parcel are shown on a record of survey for BreM Brothers Recorded in Book 69 of Maps, Page 17, Santa Clara County Records and distant N. 32 deg. 05' W. 697.30 feet from the Southeasterly corner of said Parcel 3; thence from said Point of Beginning, S 32 deg. 05' E, along the Southwesterly line of Parcel 1 and Parcel 2 of Parcel Map Recorded 12/4/89 in Book 607 of Maps, at Page 48, as said Parcels are shown upon said Map, 2730.21 feet to the terminus.

Said non-exclusive easement being reserved in the Deed from J. R. Norton Company, an Arizona Corporation to Hirasahi Hirasaki and Shinobu Hirasaki, as Tenants in Common, which said Deed was Recorded July 30, 1990 in the Official Records of Santa Clara. County, California.

PARCEL FIVE:

A twenty foot wide. well access easement the Southerly line of which is more particularly described as follows:

Beginning at a point on the Southwesterly line of that certain Parcel of Land of John Norton Farms as described in the Grant Deed Recorded in Book E272 Official Records of Santa Clara County, Page 222, distant S 32 deg. 05" E, 1833.00 feet from an iron pipe at the Southwesterly corner of Parcel. 3 as shown on a Record of Survey for. Bien Brothers recorded in Book 69 of Maps, Page 17, Santa Clara Records and distant N 32 deg. 15' W, 145.74 feet and N 32 deg. 05'

W. 2190.67 feet from the Southwesterly corner of said lands of John Norton farms; thence from said Point of Beginning, N 57 deg. 55' E. 65.00 feet; thence along the Southerly right of way of an existing driveway, N 40 deg. E. 240.00 feet and N 57 deg. 55' E. 60.00 feet more or less to a thirty foot by thirty foot water well easement surrounding an existing water well; said thirty foot by thirty foot water well easement being described as follows:

Beginning at the Southwesterly corner of said lands of Norton Farms; thence N. 32 deg, 15' W. 145.74 feet, N. 32 deg. 05' W. 2190.67 feet, N 57 deg. 55' E, 385.00 feet and N. 32 deg. 05' W. 55.00 feet to the true point of beginning;

Thence S. 57 deg. 55' W. 30.00 feet; N. 32 deg. 05' W. 30.00 feet, N 57 deg. 55' W. 30.00 feet, N 57 deg. 55" E. 30.00 feet and S. 32 deg. 05' N. 30.00 feet to the True Point of Beginning.

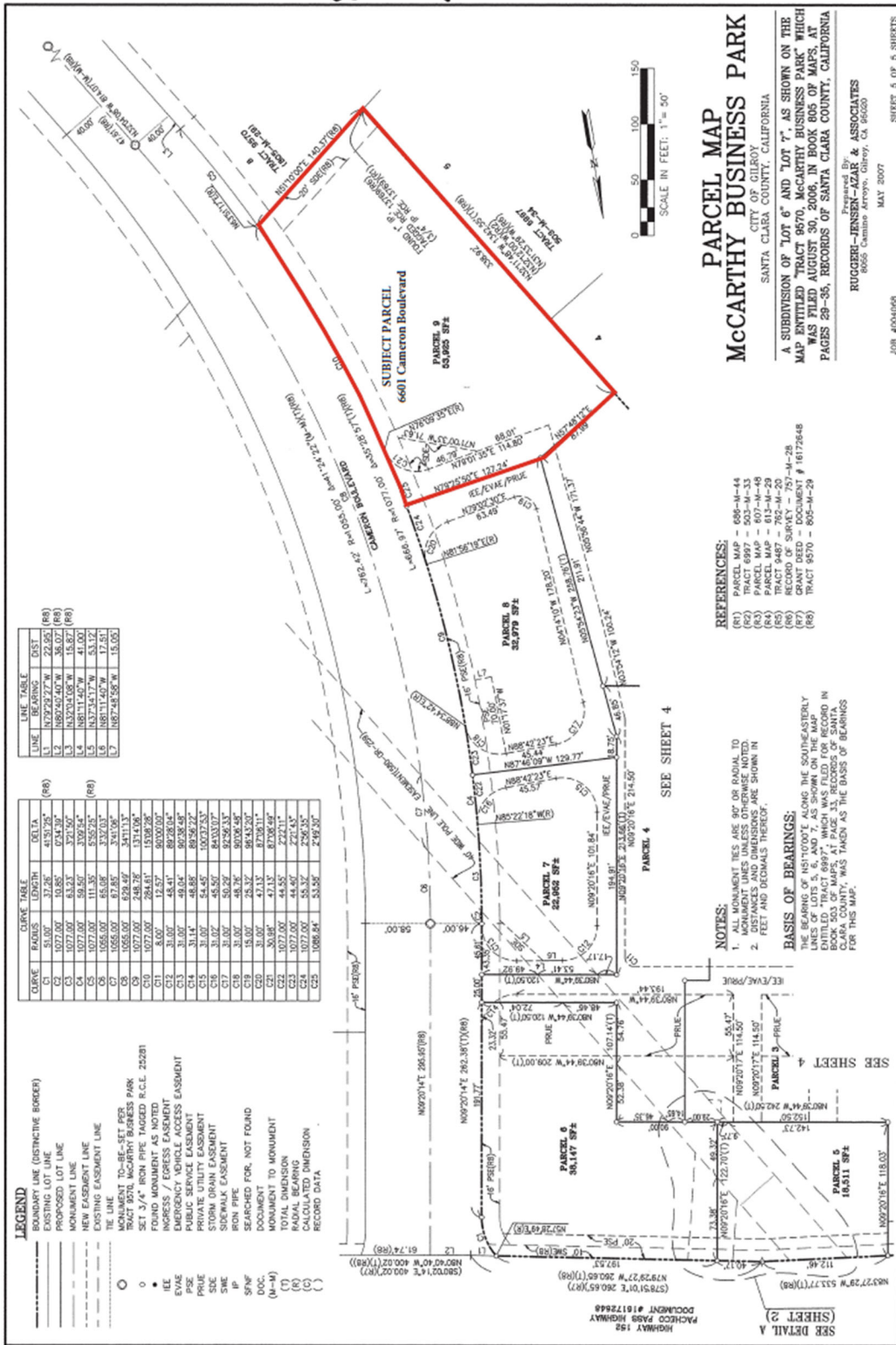
Said easement being disclosed by agreement to maintain Brem Lane and Agricultural Well Recorded July 30, 1990 in the Official Records of Santa Clara County, California.

PARCEL SIX:

Portion of Lot 6, as shown on that certain Map entitled "Map of the Subdivision of the Elizabeth H. Martin Tract", which Map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California, on October 20, 1894 in Book "F" of Maps, at Page 31, and more particularly described as follows:

Beginning at a buried pipe (along side of which is a 3" pipe 5' high) on the Southeastern line of Lot 6, distant thereon North 51 deg. 15' East 1511.40 feet from the Southernmost corner thereof, as said Lot 6 is shown on the Map above referred to; said point of beginning being the Easternmost corner of that certain 25.004 acre tract of land described in the Deed from Abdon Nannini, et al, to Luigi Matteucci, Dated May 2, 1929, Recorded June 24, 1929 in Book 470 Official Records, Page 134, Santa Clara County Records; running thence along the Southeastern line of said Lot 6, North 51 deg. 15' East 825.06 feet (at 800 feet is a pipe on the bank of the slough) to a point in the center line of a slough at the Southernmost corner of that 3.24 acre tract of land described in the Deed from Michael Mondelli, et ux, to Geo. E. Clausen, et ux, Dated February 26, 1941 and Recorded February 27, 1941 in Book 1029 Official Records, Page 41, Santa Clara County Records; running thence along the original center line of said slough being the Westerly line of said 3.24 acre tract, the following courses and distances: North 21 deg. 45' West 220.00 feet; North 40 deg. 50' West 165.20 feet and North 6 deg. 30' East 170.00 feet, more or less, to a point in the center line of the Pacheco Pass Highway (Old Gilroy Road) in the middle of a concrete bridge over said slough. (back 12.60 feet on this course is a copper tag on the wall of the bridge) said center line being that described in Right of Way for State Highway granted to the State of California, Dated September 11, 1922, Recorded October 4, 1922 in Book 562 of Deeds, Page 179; said point being Station "E" 73-11.52 of the California Highway Commission Survey; thence running along the center line of the Pacheco Pass Road (66 feet wide) as located by said survey North 80 deg. 12' West 302.63 feet; thence curving to the left with a radius of 2000 feet through an angle of 3 deg. 12' for a distance of 111.70 feet; thence North 83 deg. 24' West 771.04 feet to Station "A" 61-26.15 at the Northeastern corner of the above mentioned 25.004 Acre Tract; thence along the Northeastern line of said tract South 32 deg. 09' East 1387.45 feet to the Point of Beginning.

APN: 841-84-009



LINE TABLE

| LINE | BEARING | DIST | (R8) |
|------|-------------|--------|------|
| L1 | N72°22'27"W | 22.95' | (R8) |
| L2 | S89°24'42"W | 36.07' | (R8) |
| L3 | N33°11'05"W | 15.87' | (R8) |
| L4 | N33°24'17"W | 53.12' | (R8) |
| L5 | N87°11'40"W | 17.51' | (R8) |
| L6 | S87°48'58"W | 15.05' | (R8) |

CURVE TABLE

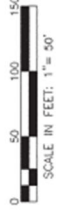
| CURVE | RADIUS | LENGTH | DELTA | (R8) |
|-------|----------|---------|-----------|------|
| C1 | 51.00' | 37.26' | 47°31'25" | (R8) |
| C2 | 1077.00' | 19.85' | 0°41'39" | (R8) |
| C3 | 1077.00' | 49.27' | 3°29'54" | (R8) |
| C4 | 1077.00' | 111.55' | 5°55'25" | (R8) |
| C5 | 1056.00' | 65.08' | 3°12'03" | (R8) |
| C6 | 1056.00' | 67.85' | 3°14'18" | (R8) |
| C7 | 1056.00' | 69.49' | 3°17'13" | (R8) |
| C8 | 1077.00' | 284.41' | 15°28'28" | (R8) |
| C9 | 8.60' | 17.57' | 90°00'00" | (R8) |
| C10 | 31.00' | 48.41' | 89°28'24" | (R8) |
| C11 | 31.00' | 48.04' | 90°28'45" | (R8) |
| C12 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C13 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C14 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C15 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C16 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C17 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C18 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C19 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C20 | 31.00' | 48.48' | 90°27'53" | (R8) |
| C21 | 30.98' | 47.13' | 87°28'44" | (R8) |
| C22 | 1077.00' | 44.55' | 2°22'11" | (R8) |
| C23 | 1077.00' | 44.60' | 2°21'45" | (R8) |
| C24 | 1077.00' | 53.32' | 2°56'35" | (R8) |
| C25 | 1088.84' | 53.59' | 2°58'30" | (R8) |

- LEGEND**
- BOUNDARY LINE (DSTRUCTIVE BORDER)
 - EXISTING LOT LINE
 - PROPOSED LOT LINE
 - MONUMENT LINE
 - NEW EASEMENT LINE
 - EXISTING EASEMENT LINE
 - CURVE TO BE SET PER TRACT 8570, MCCARTHY BUSINESS PARK SET 3/4" IRON PIPE TAGGED R.C.E. 22281
 - FOUND MONUMENT AS NOTED
 - IEE INGRESS / EGRESS EASEMENT
 - IP IRON PIPE
 - PRU PUBLIC UTILITY EASEMENT
 - PRV PRIVATE UTILITY EASEMENT
 - SDR STORM DRAIN EASEMENT
 - SPW SIDEWALK EASEMENT
 - IP IRON PIPE
 - SPNF SEARCHED FOR, NOT FOUND
 - DOC DOCUMENT TO MONUMENT
 - (R8) RECORD DATA
 - (R) CALCULATED DIMENSION
 - (C) TOTAL DIMENSION
 - (D) RADIAL BEARING
 - (T) DISTANCE TO MONUMENT
 - (U) DOCUMENT TO MONUMENT
 - (V) SEARCHED FOR, NOT FOUND
 - (W) IRON PIPE
 - (X) PUBLIC UTILITY EASEMENT
 - (Y) PRIVATE UTILITY EASEMENT
 - (Z) STORM DRAIN EASEMENT
 - (AA) SIDEWALK EASEMENT
 - (AB) IRON PIPE
 - (AC) FOUND MONUMENT AS NOTED
 - (AD) CURVE TO BE SET PER TRACT 8570, MCCARTHY BUSINESS PARK SET 3/4" IRON PIPE TAGGED R.C.E. 22281
 - (AE) EXISTING EASEMENT LINE
 - (AF) NEW EASEMENT LINE
 - (AG) MONUMENT LINE
 - (AH) PROPOSED LOT LINE
 - (AI) BOUNDARY LINE (DSTRUCTIVE BORDER)

PARCEL MAP
MCCARTHY BUSINESS PARK

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA
A SUBDIVISION OF "LOT 6" AND "LOT 7", AS SHOWN ON THE MAP ENTITLED "TRACT 8570, MCCARTHY BUSINESS PARK" WHICH WAS FILED AUGUST 30, 2006, IN BOOK 805 OF MAPS, AT PAGES 29-36, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGER-JENSEN-AZAR & ASSOCIATES
8055 Cummins Arroyo, Gilroy, CA 95020
MAY 2007



REFERENCES:

- (R1) PARCEL MAP - 686-M-44
- (R2) TRACT 6997 - 803-M-33
- (R3) PARCEL MAP - 807-M-46
- (R4) PARCEL MAP - 813-M-29
- (R5) RECORD OF SURVEY - 750-M-28
- (R6) GRANT DEED - DOCUMENT # 16172648
- (R7) TRACT 8570 - 805-M-29
- (R8) TRACT 8570 - 805-M-29

NOTES:

- 1. ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
 - 2. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- BASIS OF BEARINGS:**
THE BEARINGS OF THIS MAP, ALONG THE SOUTHEASTERN LINES OF LOTS 5, 6, AND 7, AS SHOWN ON THE MAP ENTITLED "TRACT 6997", WHICH WAS FILED FOR RECORD IN BOOK 805 OF MAPS, AT PAGES 29-36, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

EXHIBIT B

Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____, CA _____

Attn: _____

Mail All Tax Statements To:

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MCCARTHY GILROY, LLC, a California limited liability company (“Grantor”), hereby grants, transfers and assigns to THE CITY OF GILROY, a California municipal corporation (“Grantee”) all that certain real property located in the City of Gilroy, County of Santa Clara, State of California (“Property”), which Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Grant Deed has been executed this ____ day of _____, 2025.

GRANTOR:

MCCARTHY GILROY, LLC,
a California limited liability company

By: McManagement Services, Inc.,
a California corporation

Title: Manager

By: _____

Name: Joseph McCarthy Jr.

Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A TO GRANT DEED

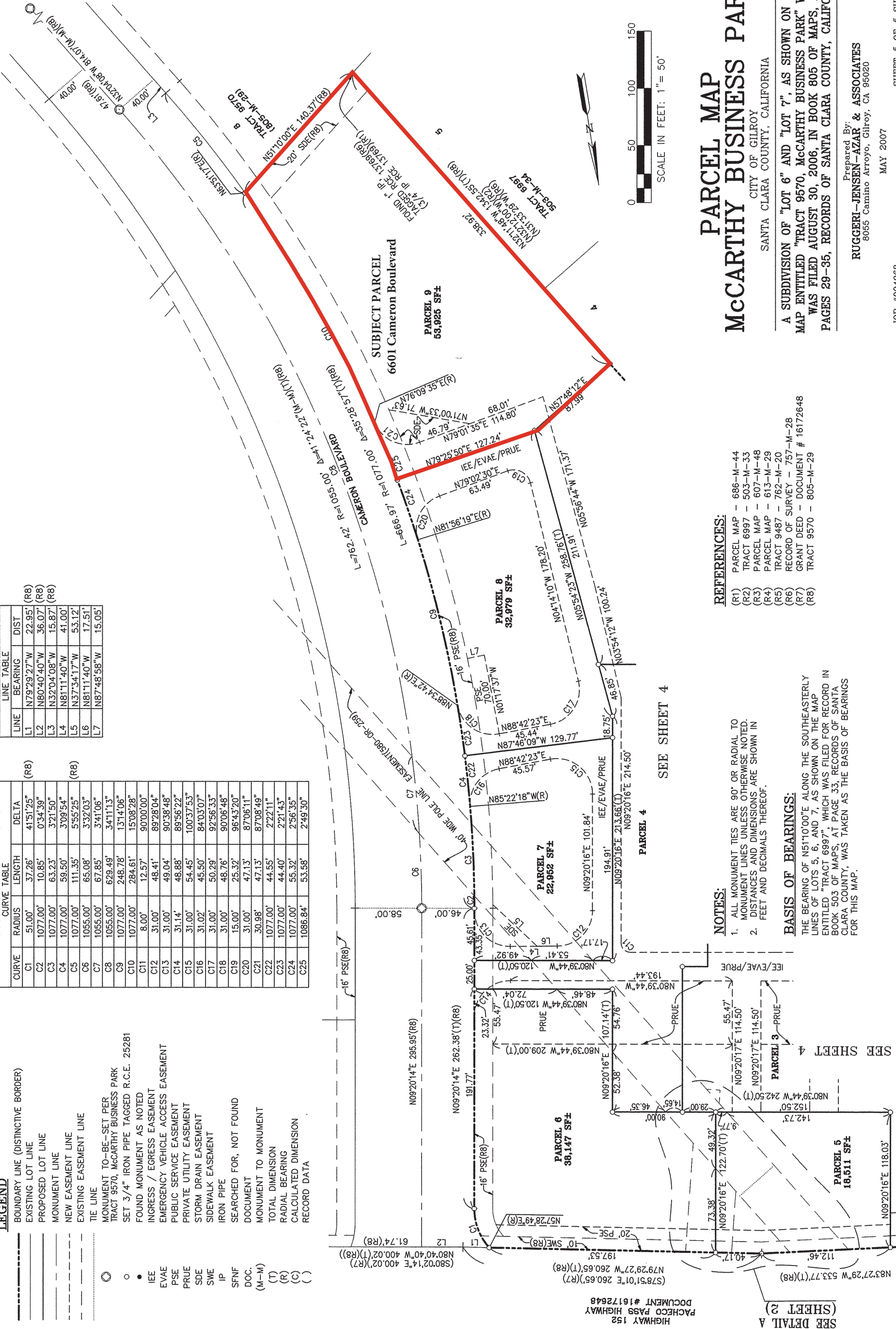
Legal Description of Property

LEGEND

- BOUNDARY LINE (DISTINCTIVE BORDER)
- - - EXISTING LOT LINE
- - - PROPOSED LOT LINE
- - - MONUMENT LINE
- - - NEW EASEMENT LINE
- - - EXISTING EASEMENT LINE
- TIE LINE
- MONUMENT TO-BE-SET PER TRACT 9570, MCCARTHY BUSINESS PARK
- SET 3/4" IRON PIPE TAGGED R.C.E. 25281
- FOUND MONUMENT AS NOTED
- INGRESS / EGRESS EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- PUBLIC SERVICE EASEMENT
- PRIVATE UTILITY EASEMENT
- STORM DRAIN EASEMENT
- SIDEWALK EASEMENT
- IRON PIPE
- SEARCHED FOR, NOT FOUND
- DOCUMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED DIMENSION
- RECORD DATA

| CURVE | RADIUS | LENGTH | DELTA |
|-------|----------|---------|------------|
| C1 | 51.00' | 37.26' | 41°51'25" |
| C2 | 1077.00' | 10.85' | 0°34'39" |
| C3 | 1077.00' | 63.23' | 3°21'50" |
| C4 | 1077.00' | 59.50' | 3°09'54" |
| C5 | 1077.00' | 111.35' | 5°55'25" |
| C6 | 1055.00' | 65.08' | 3°32'03" |
| C7 | 1055.00' | 67.85' | 3°41'06" |
| C8 | 1055.00' | 629.49' | 34°11'13" |
| C9 | 1077.00' | 248.78' | 13°14'06" |
| C10 | 1077.00' | 284.61' | 15°08'28" |
| C11 | 8.00' | 12.57' | 90°00'00" |
| C12 | 31.00' | 48.41' | 89°28'04" |
| C13 | 31.00' | 49.04' | 90°38'48" |
| C14 | 31.14' | 48.88' | 89°56'22" |
| C15 | 31.00' | 54.45' | 100°37'53" |
| C16 | 31.02' | 45.50' | 84°03'07" |
| C17 | 31.00' | 50.29' | 92°56'33" |
| C18 | 31.00' | 48.76' | 90°06'48" |
| C19 | 15.00' | 25.32' | 96°43'20" |
| C20 | 31.00' | 47.13' | 87°06'11" |
| C21 | 30.98' | 47.13' | 87°08'49" |
| C22 | 1077.00' | 44.55' | 2°22'11" |
| C23 | 1077.00' | 44.40' | 2°21'43" |
| C24 | 1077.00' | 55.32' | 2°56'35" |
| C25 | 1086.84' | 53.58' | 2°49'30" |

| LINE | BEARING | DIST |
|------|-------------|-------------|
| L1 | N79°29'27"W | 22.95' (R8) |
| L2 | N80°40'40"W | 36.07' (R8) |
| L3 | N32°04'08"W | 15.87' (R8) |
| L4 | N81°11'40"W | 41.00' |
| L5 | N37°34'17"W | 53.12' |
| L6 | N81°11'40"W | 17.51' |
| L7 | N87°48'58"W | 15.05' |



NOTES:

- ALL MONUMENT TIES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS:

THE BEARING OF N51°10'00"E ALONG THE SOUTHEASTERLY LINES OF LOTS 5, 6, AND 7, AS SHOWN ON THE MAP ENTITLED "TRACT 6997", WHICH WAS FILED FOR RECORD IN BOOK 503 OF MAPS, AT PAGE 33, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (R1) PARCEL MAP - 686-M-44
- (R2) TRACT 6997 - 503-M-33
- (R3) PARCEL MAP - 607-M-48
- (R4) PARCEL MAP - 613-M-29
- (R5) TRACT 9487 - 762-M-20
- (R6) RECORD OF SURVEY - 757-M-28
- (R7) GRANT DEED - DOCUMENT # 16172648
- (R8) TRACT 9570 - 805-M-29

PARCEL MAP MCCARTHY BUSINESS PARK

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "LOT 6" AND "LOT 7", AS SHOWN ON THE MAP ENTITLED "TRACT 9570, MCCARTHY BUSINESS PARK" WHICH WAS FILED AUGUST 30, 2006, IN BOOK 805 OF MAPS, AT PAGES 29-35, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR & ASSOCIATES
8055 Camino Arroyo, Gilroy, CA 95020

MAY 2007

JOB #004068

SHEET 5 OF 5 SHEETS

52

816/52/52

SEE DETAIL A
HIGHWAY 152
PACHECO PASS HIGHWAY
DOCUMENT #16172648

SEE DETAIL 2
(SHEET 2)

SEE SHEET 4

SEE SHEET 4

EXHIBIT C

FIRPTA Affidavit

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (“Code”), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. Sections 18805 and 26131 of the California Revenue and Taxation Code provide that a transferee (buyer) of a California real property interest must withhold tax if withholding is required by Section 1445 of the United States Internal Revenue Code.

To inform _____, a _____ (“**Transferee**”), that withholding of tax under Section 1445 of the Code is not required upon disposition of certain real property to the Transferee by _____, a _____ (“**Transferor**”), the Transferor hereby warrants, represents and certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations), but rather is a partnership formed under the laws of one of the United States.
2. The Transferor’s U.S. employer identification number is _____.
3. The Transferor’s office address is _____.
4. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the Transferor declares that the undersigned has examined this certification and to the best of its knowledge and belief it is true, correct, and complete.

TRANSFEROR:

MCCARTHY GILROY, LLC,
a California limited liability company

By: McManagement Services, Inc.,
a California corporation
Title: Manager

By: _____
Name: Joseph McCarthy Jr.
Title: Vice President

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY AMENDING THE BUDGET FOR
THE CITY OF GILROY FOR THE 2025-2026 FISCAL
YEAR**

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

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2025-2026 (FY26) for the City of Gilroy in the staff report dated July 28, 2025, for the Purchase of Real Property located at 6601 Cameron Boulevard (APN841-84-009).

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriations for Fiscal Year 2025-2026 in Fund 435 – Water Development Impact Fund shall be increased by \$1,185,000.00

PASSED AND ADOPTED this 28th day of July 2025 by the following roll call vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of Gilroy Management Association Memorandum of Understanding and Adoption of a Resolution Approving Associated Salary Schedules for the Period of July 1, 2025 - June 30, 2028

Meeting Date: July 28, 2025
From: Jimmy Forbis, City Administrator
Department: Administrative Services
Submitted by: LeeAnn McPhillips, Assistant City Administrator/HR Director
Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

- a. Approve a Memorandum of Understanding between the City and Gilroy Management Association for the period July 1, 2025 - June 30, 2028.
- b. Adopt a Resolution of the City Council of the City of Gilroy approving the July 1, 2025, July 1, 2026, and July 1, 2027 salary schedules associated with the Gilroy Management Association Memorandum of Understanding.

EXECUTIVE SUMMARY

The City of Gilroy is a public employer and consistent with the Meyers-Milias-Brown Act (MMBA), the City engages in a collective bargaining process with represented employees through bargaining units. The process typically occurs over a three to four month period before the expiration of the existing labor contract. City employees (except executives and certain others) are organized into five different bargaining units and are represented by unions or associations. The product of the collective bargaining process is an MOU ("Memorandum of Understanding" or "Memoranda" for plural). MOUs specify the terms and conditions of employment.

The Gilroy Management Association (GMA) is one of the five City of Gilroy labor

organizations. This labor group represents approximately forty mid-management employees in all City departments. This agenda item is for the review and approval of the MOU for the GMA bargaining group for the next three fiscal years, FY 26 - FY 28.

BACKGROUND

Staff recently concluded negotiations with the Gilroy Management Association for a successor Memorandum of Understanding (MOU), including salary increases for the period July 1, 2025–June 30, 2028, in conformance with Council direction. A final copy of the MOU and the corresponding salary schedules are attached for the Council's review and approval. Staff worked with GMA bargaining unit members to prepare the changes to the MOU document. The final draft of the MOU has been reviewed by representatives of the GMA labor group and a designated representative from the GMA bargaining team has signed-off on the final documents. The remaining members of the GMA negotiations team and the City negotiations team will sign the documents following approval by the Council.

The focus of these negotiations was to maintain competitive compensation within the City's budget parameters. A key objective of the City is to recruit and retain high-quality employees. Retaining talented management-level employees is a priority for the organization, ensuring stable leadership and high-quality services for the Gilroy community. The three-year term of the MOU will provide stability for employees and the organization as a whole, allowing staff to plan and budget for the agreed-upon salary increases.

The main areas of change for the GMA MOU are summarized below:

- Three-year contract (July 1, 2025–June 30, 2028)
- Salary increases as follows:
 - 3% salary increase effective July 1, 2025
 - 2.5% salary increase effective July 1, 2026
 - 2.5% salary increase effective July 1, 2027
- Using the current 2025 rates as the baseline, increase the City's contribution to medical and dental insurance by five percent (5%) on January 1, 2026, January 1, 2027, and January 1, 2028.
- Freeze the medical-in-lieu at current levels for existing employees; \$500 cap for new hires. In exchange for freezing medical-in-lieu at the current level, along with the cap for new hires, a one-time payment of \$1000 will be paid to each of the GMA employees who, as of June 1, 2025, waive coverage (12 GMA employees).
- Continue the ability for managers to cash out up to 40 hours of vacation leave once per fiscal year
- Add additional deferred compensation benefits as follows:
 - Increase City contribution to deferred compensation from \$30 per month to \$130 per month, effective July 1, 2026

- Increase City contribution to deferred compensation from \$130 per month to \$230 per month, effective July 1, 2027
- Addition of language allowing for straight-time overtime pay for exempt Fire Division Chiefs who must cover a full shift due to another Fire Division Chief's absence (due to vacation or sick leave). Use of the 40-hour Fire Division Chief or an Extra Help Fire Division Chief are options before deciding to pay straight-time overtime.
- Incorporated a side letter adding the Cesar Chavez holiday.
- Other minor clean-up/clarification language to update the MOU - no cost associated with these updates.

FISCAL IMPACT/FUNDING SOURCE

The cost of the MOU changes outlined above over the three-year period is estimated to be \$867,000 or approximately \$289,000 annually (average). Approximately 70% of this cost is charged to the General Fund and 30% to other operating funds. The adopted fiscal year 2025-26 and 2026-27 budgets include sufficient appropriations to accommodate the financial impacts of the MOU.

PUBLIC OUTREACH

Consistent with Gilroy's Open Government Ordinance, a draft redline copy of the MOU was posted on the City's website for ten days prior to Council approval.

NEXT STEPS

Following Council approval, the following steps will be taken:

- Remaining parties to sign the MOU
- Finalize and post the fully executed MOU on the City's website
- Implement the MOU changes based on the effective dates included in the MOU

Attachments:

1. GMA Salary Resolution with Salary Schedules for Agenda Packet 7.28.25

**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

THE CITY OF GILROY

AND

THE GILROY MANAGEMENT ASSOCIATION

JULY 1, 2025 – JUNE 30, 2028

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF GILROY

AND

THE GILROY MANAGEMENT ASSOCIATION

JULY 1, 2025 - JUNE 30, 2028

ARTICLE I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is jointly prepared and executed by representatives of the City of Gilroy (hereinafter CITY) and the Gilroy Management Association (hereinafter GMA) for presentation to, and consideration by, the City Council of CITY. It shall not be binding until ratified by the GMA and adopted by the City Council.

ARTICLE II. RECOGNITION AND SCOPE

CITY hereby recognizes GMA as the recognized employee organization of employees in the classifications in Attachment "A" for purposes of Government Code 3500 et seq. and the Employer-Employee Relations Policy of CITY (City Council Resolution 85-25). Such recognition shall extend only to the representation of employees holding permanent positions in the classifications listed in Attachment "A."

ARTICLE III. CITY RIGHTS

Section A. In General:

All CITY rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with CITY.

Section B. Rights Enumerated:

Nothing in this Agreement shall be construed to restrict any legal or inherent exclusive CITY rights with respect to matters of general legislative or managerial policy which include but are not limited to: the exclusive right to determine the mission of its constituent sections; set standards of selection for employment and promotion; train, direct and assign its employees; require work outside of normal

working hours; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of CITY operations; determine the methods, means and personnel by which CITY operations are to be conducted; determine the content of job classifications; take all necessary actions to prepare for and carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. CITY has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

Section C. Employee Grievances Not Impaired:

The exercise of CITY management rights shall not preclude a grievant from presenting a grievance in accordance with the Human Resources Rules and Regulations, concerning an adverse effect of the exercise of such rights upon employee; provided, however, the basic right of management to act hereunder or make decisions is unimpaired.

Employees included in this representational unit covered by the Public Safety Officers Procedural Bill of Rights or the Firefighters Bill of Rights Acts shall be afforded the procedural rights included in that Act.

Section D. Consultations with GMA:

This Agreement is not intended to restrict the right of CITY to consult with GMA regarding matters within the right of CITY to determine. However, the parties understand that such consultation shall not create any obligation to meet and confer over issues not within the scope of representation.

Pursuant to MMBA Section 3504, the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

ARTICLE IV. GMA RIGHTS

Section A. Bargaining Unit Security:

1. An employee in one of the classes included in the Unit may at any time execute a payroll deduction authorization form (“Deduction Authorization Form”) as furnished by GMA.
2. GMA will be custodian of records for such Deduction Authorization Form and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. GMA shall not be required to provide the City a copy of the employee’s authorization unless a dispute arises about the existence or terms of the authorization. However, GMA will provide the City with a certification document for each employee with sufficient information to allow the City to identify the appropriate level of deductions.

3. The City shall begin deductions in the amount prescribed by GMA in the first full payroll period after receipt of written certification of employee authorization from GMA.
4. The City shall direct employee requests to cancel or change deductions to GMA and shall rely on information provided by GMA regarding whether deductions for an employee organization were properly canceled or changed.
5. Consistent with state law, GMA shall indemnify and save harmless the City, its officers and employees, for (1) any claims made by an employee for deductions made in reliance on GMA's certification regarding a Deduction Authorization Form and (2) any claims made by an employee for deductions made in reliance on information provided by GMA regarding changes or cancellations to the deduction authorization.

Section B. Employee Orientation:

The City shall notify the Association in advance of a new employee who is being added to the bargaining unit, either through initial hiring or a promotional process. Toward the end of the employee's orientation, a pre-designated Association representative shall be given time to meet with the employee for thirty (30) minutes, without loss of compensation, for the purpose of soliciting the employee to join the Association. If the Association is unable to make a presentation at the calendared time of the new employee orientation, the Association will be responsible for scheduling a meeting with the new or newly promoted employee.

ARTICLE V. SALARIES AND OTHER COMPENSATION

Section A. Salaries:

1. The salary schedule in effect on June 30, 2025 shall be increased by three percent (3%) effective July 1, 2025 for all unit members provided the employee's salary will not exceed the top of the established range for the classification. (Attachment B-1).
2. The salary schedule in effect on June 30, 2026 shall be increased by two and one-half percent (2.5%) effective July 1, 2026 for all unit members provided the employee's salary will not exceed the top of the established range for the classification. (Attachment B-2).
3. The salary schedule in effect on June 30, 2027 shall be increased by two and one-half percent (2.5%) effective July 1, 2027 for all unit members provided the employee's salary will not exceed the top of the established range for the classification. (Attachment B-3).
4. The last three percent (3%) of each GMA position's salary range is the Retention Range Extension (RRE. To qualify for the RRE, an employee must have completed at least five (5) years of service as of their scheduled evaluation date. The City has had communications with CalPERS (2024-2025) and CalPERS has reviewed the GMA salary table and has approved the full salary range as qualifying compensation for purposes of CalPERS retirement benefits.

5. All GMA employees shall enroll in and maintain direct deposit for payroll.

Section B. Retention/Recognition Incentive/Health Reimbursement Arrangement

1. Retiree Allowance – Eligibility, Amount and Timing

An Eligible Retiree, as defined below, shall be eligible to receive a Monthly Allowance, also defined below, from the City until reaching the age of sixty-five (65). An “Eligible Retiree” is a Unit employee that satisfies all of the following requirements:

- Is at least fifty-five years old (non-safety employees) or fifty years old (safety employees)
- Has retired from service with the City through CalPERS. An individual is deemed to be retired from service with the City if his or her effective retirement date is within 90 days of separation from employment with the City and he or she is receiving a retirement allowance from CalPERS resulting from the individual’s service to the City.
- Hired to full-time City of Gilroy employment prior to November 1, 2005:
 - Has rendered full-time employment services to the City for at least fifteen (15) years.
 - The “Monthly Allowance” shall be equal to \$15 for each year of service with the City of Gilroy up to a maximum monthly allowance of \$300.
- Hired to full-time City of Gilroy employment on or after November 1, 2005:
 - Has rendered full-time employment services to the City for at least twenty (20) years.
 - The “Monthly Allowance” shall be equal to \$15 for each year of service with the City of Gilroy up to a maximum monthly allowance of \$200.
- Effective June 30, 2007:
 - Has rendered full-time employment services to the City for at least twenty-five (25) years.
 - The “Monthly Allowance” shall be equal to \$15 for each year of service with the City of Gilroy up to a maximum monthly allowance of \$300.
- Unit employees who promote from within the Gilroy Police Department organization to the classification of Police Captain (i.e. a GPOA Sergeant promotes to the classification of Police Captain) can maintain the allowance/benefit as written in the GPOA MOU at the time of promotion.
- A Unit employee retiring on or after July 1, 2015, must elect to participate in the City’s retiree health reimbursement arrangement.

- Benefits under this section begin the first day of the month following the cessation of City-paid medical benefits. For example, if an employee retires on May 1st and City-paid medical benefits continue through May 31st, the employee will receive his or her first payment under this provision in the month of June. If medical benefits extend to June 30th, then the benefits under this section will begin in the month of July.

2. Eligible Retirees On or After July 1, 2015

The Monthly Allowance for any Unit employee that qualifies as an Eligible Retiree on or after July 1, 2015, including City employees hired or rehired on or after January 1, 2013, shall be made available to the Eligible Retiree under the City’s retiree only health reimbursement arrangement (“Plan”) for the purpose of receiving nontaxable reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code.

A condition to receiving the Monthly Allowance and participating in the Plan is the submission of an election form to participate in the Plan. Any monthly administrative fees for the health reimbursement arrangement plan shall be borne by the retiree. An Eligible Retiree retiring on or after July 1, 2015, that does not elect to participate in the Plan will forfeit the Monthly Allowance. Reimbursements from the Plan shall be subject to substantiation that the Eligible Retiree incurred eligible expenses.

Section C. Retirement Plans and Contributions:

The City of Gilroy shall comply with the Public Employee Pension Reform Act (PEPRA) that went into effect on January 1, 2013. PEPRA is a state law that supersedes any conflicting wording that may be contained in this MOU.

Miscellaneous CalPERS Group:

- **Tier One – Miscellaneous Employees Hired Prior to January 1, 2013 and Classic Members of CalPERS Hired on or After January 1, 2013**

The City shall provide the 2.5% at 55 PERS retirement plan for GMA employees in the Miscellaneous CalPERS category that qualify as a “classic” member of CalPERS. This applies to employees hired to a full-time position with the city of Gilroy prior to January 1, 2013 or an employee hired to a full-time position with the city of Gilroy on or after January 1, 2013 who qualifies as a “classic” member of CalPERS. Employees in this category shall have a pre-tax payroll deduction of eight (8%) percent consistent with IRC 414(h)(2). One (1) year final compensation (pursuant to CA Government Code Section 20042) is used for employees who retire under this formula. The City pays the employer contribution.

- **Tier Two – Miscellaneous Employees Categorized as “New” CalPERS Members Hired On or After January 1, 2013**

New full-time GMA employees in the Miscellaneous CalPERS category hired on or after January 1, 2013 who are classified as a “new” member of CalPERS shall receive the 2% at 62 CalPERS retirement plan. Employees in this category shall have a pre-tax payroll deduction for 50% of the

total normal cost of the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPRA. Three year final compensation is used for employees who retire under this formula.

The following items are included in the PERS Miscellaneous retirement contract:

- Credit for Unused Sick Leave – pursuant to CA Government Code Section 20965
- 3rd Level 1959 Survivor Benefit – pursuant to CA Government Code Section 21573
- Military Service Credit – pursuant to CA Government Code Section 21024
- Death Benefit – pursuant to CA Government Code Section 21620

Fire Safety CalPERS Group:

- **Tier One – Fire Safety Employees Hired Prior to January 5, 2011**

The city shall provide the 3% at 55 CalPERS retirement plan (Government Code Section 21363.1) for GMA employees in the Fire Safety CalPERS Category that were hired to a full-time Fire Safety position with the city of Gilroy prior to January 5, 2011. Effective July 1, 2013, EPMC will no longer be part of the total cash compensation formula and the employee shall pay the nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- One (1) year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

- **Tier 2 – Fire Safety Employees Hired On or After January 6, 2011, but Prior to January 1, 2013 and Classic Members Hired On or After January 1, 2013**

The city shall provide the 2% at 55 CalPERS retirement plan for GMA employees in the Fire Safety CalPERS category that were hired to a full-time Fire Safety position with the city of Gilroy on or after January 6, 2011, but prior to January 1, 2013 OR to employees hired to a full-time position on or after January 1, 2013 who are categorized as a “classic” member of CalPERS. Effective July 1, 2013, EPMC will no longer be part of the total cash compensation formula and the employee shall pay a seven (7%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

- **Tier 3 – Fire Safety Employees Hired On or After January 1, 2013 Categorized as New CalPERS Members**

The city shall provide the 2% at 57 CalPERS retirement plan for GMA employees in the Fire Safety CalPERS category that were hired to a full-time Fire Safety position with the city of Gilroy on or after January 1,

2013 who are categorized as a “new” member of CalPERS. Employees in this category shall have a pre-tax payroll deduction for 50% of the total normal cost of the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPR. Three year average final compensation is included with this formula. The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit - pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

Police Safety CalPERS Group:

- **Tier One – Police Safety Employees Hired Prior to January 5, 2011**

The City shall provide the 3% at 50 CalPERS retirement plan (Government Code Section 21362.2) for GMA employees in the Police Safety CalPERS category that were hired to a full-time Police Safety position with the city of Gilroy prior to January 5, 2011. Effective July 1, 2013, EPMC will no longer be part of the total cash compensation formula and the employee shall pay the nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- 1 year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit – pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

- **Tier 2 – Police Safety Employees Hired On or After January 5, 2011, but Prior to January 1, 2013 and “Classic” CalPERS Members Hired On or After January 1, 2013**

The city shall provide the 2% at 50 CalPERS retirement plan for GMA employees in the Police Safety CalPERS category that were hired to a full-time Police Safety position with the city of Gilroy on or after January 5, 2011, but prior to January 1, 2013 OR to employees hired to a full-time position on or after January 1, 2013 who are categorized as a “classic” member of CalPERS. Effective July 1, 2013, EPMC will no longer be part of the total cash compensation formula and the employee shall pay a nine (9%) employee contribution as a pre-tax payroll deduction pursuant to IRC 414(h)(2). The plan shall include:

- 1 year Final Compensation - pursuant to CA Government Code Section 20042
- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit – pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

- **Tier 3 – Police Safety Employees Hired On or After January 1, 2013 Categorized as “New” CalPERS Members**

The city shall provide the 2.7% at 57 CalPERS retirement plan for GMA employees in the Police Safety CalPERS category that were hired to a full-time Police Safety position with the city of Gilroy on or after January 1, 2013 who are categorized as a “new” member of CalPERS. Employees in this category shall have a pre-tax payroll deduction for 50% of the total normal cost of the plan as identified annually by CalPERS. This employee payroll deduction amount may change from year to year as required by PEPR. Three year average final compensation is included with this formula. The plan shall include:

- Credit for Unused Sick Leave - pursuant to CA Government Code Section 20965
- 4th Level 1959 Survivor Benefit – pursuant to CA Government Code Section 21574
- Military Service Credit - pursuant to CA Government Code Section 21024
- Death Benefit - pursuant to CA Government Code Section 21620

Section D. Tuition Reimbursement

Tuition reimbursement for GMA employees is up to \$1,000.00 per fiscal year. This may be used to cover the cost of tuition, books, fees, or other student expenses. Courses and reimbursement must be pre-approved to qualify under this program. Only job related and career development courses will be approved for reimbursement. A grade of B or better is required for reimbursement.

Section E. Bi-lingual Pay:

All unit employees who demonstrate the ability to communicate (as a result of a verbal skills test) effectively in both Spanish and English shall receive an additional five (5%) percent of their respective base salaries. The City may require employees receiving bi-lingual pay to recertify (test) based on observed skill level or lack of use. However, such recertification shall occur no more than once every two (2) years to demonstrate continued competency. This test shall be a verbal skills test.

Section F. Fire Division Chief Shift Differential:

1. Fire Division Chief’s currently receive an additional five percent (5%) of base salary as compensation for the hours of work required of a Fire Division Chief. Currently, Fire Division Chiefs work a rotating schedule that aligns with the shift assigned and are required to work evening and weekend hours on a regular basis.
2. The addition compensation that the Fire Division Chief’s currently receive shall be coded as “Shift Differential Pay” as this pay code correctly defines the reason for the additional compensation. “Shift Differential” is defined by the California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 571 as follows: “Shift Differential – Compensation to employees who are routinely and consistently schedule to work other than a standard “daytime” shift, e.g. graveyard shift, swing shift, shift change, rotating shift, split shifts, or weekends.” Currently, Division Chiefs consistently work the hours that are typically covered by swing shift, occasionally work late evening or very early morning hours, and work rotating shifts that includes weekends.
3. “Shift Differential Pay” coding shall be used for this compensation beginning with the June, 2016 payroll cycle for those Fire Division Chief’s working a rotating schedule that aligns with their assigned shift and which includes evening and weekend work hours.

Section G. Deferred Compensation:

City will contribute \$30/month to a City deferred compensation plan on behalf of each GMA employee.

Effective July 1, 2026, the City will contribute \$130/month to a City deferred compensation plan on behalf of each GMA employee.

Effective July 1, 2027, the City will contribute \$230/month to a City deferred compensation plan on behalf of each GMA employee.

In order to receive the City contribution, each GMA employee must be enrolled in one of the City's deferred compensation plans.

ARTICLE VI. INSURANCE PROGRAMS

Section A. Medical Insurance:

1. The City shall provide a cafeteria program dollar contribution for each GMA employee. The cafeteria plan contribution amount was established on January 1, 2025 as the plan year for health plan coverage is the calendar year. The City cafeteria contribution amount shall increase by five (5%) percent each calendar year using the January 1, 2025 amount as the baseline starting point. Any health plan rate increases in excess of the annual City contribution amount each calendar year shall be paid by the employee.
2. The contribution amounts include any mandatory PERS PEMHCA contribution and the mandatory Dental Contribution.
3. The contribution amount that the employee qualifies to receive is based upon the number of individuals that the employee enrolls in a medical plan.
4. The employee may purchase other insurance benefits with any remaining contribution amount or through payroll deduction. Some of these benefits may be eligible for a pre-tax deduction. If there is a surplus, the employee will receive a cash payment for 100% of the surplus contribution (this is taxable income). The employee may not waive dental insurance under this provision. The employee must enroll himself or herself, along with qualifying dependents, in the Dental plan.
5. The employee may waive medical coverage under this program and enroll in dental insurance provided they show proof of other medical insurance coverage.

Employees waiving medical insurance, or whose medical insurance is less than the City contribution are entitled to the following:

- a) Hired prior to July 1, 2025
 - Bargaining unit member hired by the City on or before June 30, 2025 who waive medical coverage are entitled to \$939.36 in taxable cash less the medical contribution required by CalPERS and less the dental premium.

- In addition, within sixty (60) days of City Council adoption of the MOU in 2025, the City shall provide bargaining unit members who waive medical coverage as of June 1, 2025 a one-time payment of \$1,000.
- b) Hired on or after July 1, 2025
- Bargaining unit members hired by the City on or after July 1, 2025 who waive medical coverage are entitled to \$939.36 in taxable cash less the medical contribution required by CalPERS and less the dental premium. However, the taxable cash paid to an employee in this group after the CalPERS and dental deductions may not exceed \$500.

Section B. Life and AD&D Insurance:

The CITY shall maintain in effect a life and AD&D insurance policy for unit members which equals 100% of annual salary. AD&D benefit increases the life insurance benefit paid to a Beneficiary if employee's death is the result of an accident.

Section C. Long Term Disability Insurance:

Non-Safety Employees: For the term of this Agreement the CITY shall maintain in effect the Long Term Disability Program providing for a ninety (90) day elimination period and payment of sixty (60%) percent of pre-disability earnings to a maximum of eight thousand five hundred (\$8,500) per month. Employees shall have the option of using accrued paid time to supplement LTD to bring gross wages to 100%.

Safety Employees (Police): For the term of this Agreement the CITY shall contribute up to \$35.00 per month toward the cost of the PORAC Premier Plus Long Term Disability Program. The employee shall pay any cost of the plan in excess of the city contribution as a taxable payroll deduction. The employee shall pay taxes on the city contribution so that qualifying benefits can be non-taxable.

Safety Employees (Fire): For the term of this Agreement the CITY shall contribute up to \$35.00 per month toward the cost of the Fire Long Term Disability Program, currently the California Association of Professional Firefighter LTD plan.

Section D. Vision Plan:

The City shall provide a vision plan for optional employee enrollment. Premiums for this plan shall be paid by the employee.

Section E. Employee Assistance Program:

The City shall provide an Employee Assistance Program for employees. The Employee Assistance Program shall provide for at least ten (10) visits per plan year (calendar).

ARTICLE VII. LEAVES

Section A Vacation Leave:

1. Vacation Accrual:

| Completed Years of Service | Mo. Hours Accrued | Yearly Accrual | Maximum Vacation Balance |
|-----------------------------------|--------------------------|-----------------------|---------------------------------|
| 1 – 5 | 6.67 Hours | Ten (10) Days | 160 hours |
| 6 – 15 | 10.00 Hours | Fifteen (15) Days | 240 hours |
| 16 + | 13.33 Hours | Twenty (20) Days | 320 hours |

2. Vacation Cap:

The maximum vacation balance that an employee can maintain is two times the annual accrual. Employees at or above the maximum balance will no longer accrue vacation time until such time that the employee’s vacation balance drops below the maximum balance allowed.

3. Vacation Cash Out:

- a. During the life of the MOU, employees may cash out up to 40 hours of vacation leave per year.
- b. Members of the bargaining unit may make an irrevocable election to cash out vacation during the month of November each year. Vacation will be paid out with December payroll (January paycheck).
- c. This vacation cash out provision will sunset on June 30, 2028.

Section B. Sick Leave:

Employees shall accrue sick leave at the rate of one (1) 8-hour day per month. There is no limit on the amount of sick leave that an employee can accrue. Employees that retire directly from the City of Gilroy shall have their accumulated sick leave hours/days reported to CalPERS pursuant to the Credit for Unused Sick Leave Program identified above as part of the CalPERS contract. There is no cash out of sick leave hours upon separation/retirement from employment.

Employees may utilize up to 50% of their annual sick leave accrual for family sick leave/kin care consistent with California Labor Code Section 233.

Section C. Personal Leave:

Employees shall be credited with forty-four (44) hours of personal leave on July 1 of each fiscal year. This leave is pro-rated for new hires and separating employees with a requirement that the employee must work at least 50% of the quarter in order to earn personal leave for that quarter. If the employee separates employment and has used more personal leave than would be allocated for the fiscal year based

on the date of separation, then the employee will charge the excess hours utilized to another available leave balance.

Section D. Administrative Leave:

Employee shall be credited with fifty-six (56) hours of administrative leave on July 1 of each fiscal year. This leave is pro-rated for new hires and separating employees with a requirement that the employee must work at least 50% of the quarter in order to earn administrative leave for that quarter. If the employee separates employment and has used more administrative leave than would be allocated for the fiscal year based on the date of separation, then the employee will change the excess hours utilized to another available leave balance.

Section E. Bereavement Leave:

Eligible employees may take paid Bereavement Leave when a death occurs in the employee's or the employee's spouse's immediate family. For the purpose of this section, immediate family is defined as: Parents, Brothers, Sisters, Spouses, Domestic Partners, Natural or Legally Adopted Children, or Grandparents. Up to three days of bereavement leave may be granted per occurrence if the death occurs within California and up to five days per occurrence may be granted if the death occurs outside of California. For deaths occurring within California, employee may take up to two (2) additional days per instance of Bereavement Leave using the employee's sick leave or other eligible leave banks. Leave may also be granted in the case of the death of others with whom the employee has a significant relationship. Such leave shall be granted in the sole discretion of the City Administrator, without any right to appeal. Such leave shall not be cumulative.

Section F. Holidays:

GMA employees shall receive eleven (11) paid holidays (equal to eighty-eight (88) hours) as noted in Gilroy Human Resources Rules and Regulations, and with the addition of Cesar Chavez Day (March 31). Holidays shall typically be taken on the day observed. However, safety employee may flex holidays (eighty-eight (88) hours) based upon the needs of the department. GMA employees working approved alternate work schedules are required to flex weekly hours, use leave time, or take fewer holidays off so as not to exceed the maximum number of holiday hours allowed per fiscal year.

Section G. Christmas Eve Mandatory Closure

City offices and all non-essential operations shall be closed on the workday immediately preceding the Christmas Day Holiday. However, this is not a holiday and employees will be required to use either paid or unpaid leave to cover their absence on this day. Employees shall designate, at least two weeks prior to the mandatory closure, what leave time the employee will use to cover this day by completing the normal time off request form.

All City Hall employees shall participate in the mandatory closure as the City Hall building will be closed on this date. Safety employees, however, may flex this day off based upon the needs of the department.

Section H. Catastrophic Leave Donation Program:

Employees may donate vacation hours, personal leave hours, or administrative leave hours under the Catastrophic Leave Donation Program outlined in the Gilroy Human Resources Rules and Regulations.

Section I. No Use of Leave to Extend Retirement or Separation Date

Employees are required to be present at work during the entire two workweeks preceding their retirement or other planned separation from City employment (e.g. resignation to accept new position). Employees may not use accrued leave time to extend their employment.

ARTICLE VIII. MISCELLANEOUS

Section A. Uniforms:

Police Captains: Effective July 1, 2019, the uniform allowance is \$116.67 per month paid with regular payroll. Employees receiving a monthly uniform allowance are required to wear their uniform on a daily basis less occasional exceptions approved in advance by the Police Chief for specific events that warrant non-uniform attire.

Fire Division Chiefs: Effective July 1, 2019, the uniform allowance is \$91.67 per month paid with regular payroll. Employees receiving a monthly uniform allowance are required to wear their uniform on a daily basis less occasional exceptions approved in advance by the Fire Chief for specific events that warrant non-uniform attire.

Fire Marshal: Beginning July 1, 2020, uniforms will not be provided, and the Fire Marshal will be paid a uniform allowance of \$41.67 per month paid with regular payroll to purchase and maintain uniforms. Employees receiving a monthly uniform allowance are required to wear their uniform on a daily basis less occasional exceptions approved in advance by the department head for specific events that warrant non-uniform attire. *(Note: As of the date of this MOU, 7/1/22, the Fire Marshal position is currently an inactive GMA position.)*

Fleet and Facilities Superintendent and Manager assigned to Public Works Field Operations (streets, water, sewer, parks, etc.): Consistent with the maximum annual allowance for uniform purchases provided to line operations, fleet, and facilities employees, the management position noted above can purchase uniform items listed on the uniform allocation/ordering worksheet.

Section B. DMV Pull Notice Program:

Employees who have the opportunity to operate motorized vehicles on city business are required to be safe drivers and operate vehicles in a safe manner. Employees, who have the opportunity to operate vehicles on city business, must possess and maintain a valid California driver's license appropriate for the job and vehicle(s) to be operated. Employees who have the opportunity to operate motorized vehicles while on duty must also either: (1) enroll in the City's department of motor vehicles employer pull-notice program, or (2) provide the city with periodic updates of his or her driving record.

1. If an employee enrolls in the DMV employer pull notice program, the employee must fill out a City-specified enrollment form directing the DMV to provide the City with periodic updates of the employee's driving record.
2. If an employee elects not to enroll in the DMV employer pull notice program, the employee is responsible for providing the City with periodic updates of the employee's driving record. These updates shall be provided annually during the month of January and every time the employee receives a citation or other entry on his or her driving record which impacts his or her ability to operate a motor vehicle while on duty, including but not limited to the revocation or temporary suspension of the employee's drivers' license.

Section C. Human Resources Rules and Regulations

The parties acknowledge that the City duly adopted its Human Resources Rules and Regulations prior to recognizing the GMA as the exclusive representative of employees in the classifications in Attachment "A" and that those rules and regulations (including those covering layoffs) remain in full force and effect except where inconsistent with this agreement.

Section D. Payroll Date and Direct Deposit:

Employees are paid monthly on the first City Hall working day of the month unless an earlier date is designated by the City for a particular month. The City will notify the Association prior to implementing the bi-weekly payroll calendar as part of the implementation of the new ERP.

All GMA employees shall enroll in direct deposit within sixty (60) days of employment.

Section E. Out of Class Appointment:

In accordance with Government Code 20480, an employee approved by the City to work in an out-of-class appointment may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded position or higher classification that is vacant during recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily available due to a leave of absence.

Section F. Division Chiefs Overtime:

Fire Division Chiefs are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are generally expected to work the hours necessary to complete their work. When a Fire Division Chief is absent from a 12-hour shift due to vacation or illness, the City may utilize another Division Chief on their regular workday (e.g. a 40-hour Division Chief), an extra help employee, a Fire Division Chief on their regular day off, or an Acting Division Chief. When a Fire Division Chief covers a shift on their Regular Day Off, they shall be paid twelve (12) hours of straight time (including the 5% Shift Differential) for all hours worked during that shift (including any on-call responses during the shift).

ARTICLE IX. PEACEFUL PERFORMANCE

During the life of this Agreement, no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the GMA, and no lockouts shall be made by the City of Gilroy.

In the event that any employees covered by this Agreement, individually or collectively, violate the provisions of this article and the GMA fails to exercise good faith in halting the work interruption, the GMA and the employees involved shall be deemed in violation of this article and the CITY shall be entitled to seek all remedies available to it under applicable law.

ARTICLE X. REOPENERS

Upon request by the City, the City and GMA will reopen negotiations on revised Human Resources Rules and Regulations to address any substantive changes to the Human Resources Rules and Regulations. In addition, the following re-openers shall apply:

1. Upon request by the City, the City and GMA will reopen the MOU to negotiate implementation of a bi-weekly payroll system and to address other changes related to payroll system implementation. The parties' intention is to develop a bi-weekly pay calendar that will result in employees receiving a portion of their pay earlier in the month.
2. In the event the Employer contribution required by CalPERS for any year cover by the MOU exceeds the estimates in CalPERS' 2016 actuarial valuation, the City and GMA will reopen the contract to negotiate changes to address the rate increases.

ARTICLE XI. FULL UNDERSTANDING

This Memorandum of Understanding is the result of the parties' good faith meeting and conferring pursuant to the MMBA and sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.


It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement. Where this MOU conflicts with the Human Resources Rules and Regulations, the terms of this MOU shall control.

ARTICLE XII. SAVINGS PROVISION

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction or invalidated by state or federal law, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Should the State of California adopt legislation forbidding or economically penalizing the CITY for granting any compensation increases called for in this agreement, the compensation increase shall be suspended. The CITY and Association shall meet and confer regarding any suspended compensation increases.

ARTICLE XIII. TERM

This Memorandum of Understanding represents the entire Agreement between the CITY and GMA on subjects contained herein and shall become in full force and effect on July 1, 2025 unless otherwise noted, and shall continue in full force and effect until Midnight June 30, 2028. The GMA shall provide the CITY with its proposals for the period beginning July 1, 2028 no later than April 1, 2028. The parties agree to begin the meet and confer process by April 30, 2028.

| FOR THE CITY OF GILROY | FOR THE GILROY MANAGEMENT ASSOCIATION (GMA) |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Signature/Date | Signature/Date |
| <hr/> Charles Sakai, Negotiations Legal Counsel for the City of Gilroy/Chief Negotiator | <hr/> Tony Silva, Labor Relations Representative for GMA/Chief Negotiator |
| <hr/> Jimmy Forbis, City Administrator | DocuSigned by:  7/24/2025 <small>6F88C458E6C844C</small> Hipolito Olmos, GMA President |
| <hr/> LeeAnn McPhillips, Administrative Services & Human Resources Director/Risk Manager | <hr/> Adam Henig, GMA Vice President |
| <hr/> Harjot Sangha, Finance Director | <hr/> Patricia Vigil, GMA Treasurer |

GILROY MANAGEMENT ASSOCIATION (GMA)
REPRESENTED CLASSIFICATIONS

Attachment "A"

CITY hereby recognizes GMA as the recognized employee organization of employees in the classifications listed below for purposes of Government Code 3500 et seq. and the Employer-Employee Relations Policy of CITY (City Council Resolution 85-25). Such recognition shall extend only to the representation of employees holding permanent positions in the classifications listed below:

- Building Official
- City Engineer/Traffic Engineer
- Communications & Engagement Manager
- Community Resilience Coordinator (grant-funded)
- Deputy Director of Community Development
- Deputy Director of Public Works-Operations
- Economic Development Manager
- Emergency Services & Volunteer Coordinator
- Environmental Programs Manager
- Facilities & Fleet Superintendent
- Financial Analyst
- Fire Division Chief
- Fire Marshal (non-safety)
- Geographic Information Systems (GIS) Analyst
- Housing & Community Services Manager
- Information Technology Applications Analyst
- Information Technology Manager
- Management Analyst (non-confidential positions)
- Management Analyst Trainee (non-confidential positions)
- Network Administrator
- Planning Manager
- Police Captain
- Police Crime Analyst
- Program Administrator
- Project Manager
- Public Safety Systems Administrator
- Recreation Manager
- Senior Civil Engineer
- Senior Civil Engineer - Utilities
- Senior Environmental Engineer-Wastewater
- Senior Management Analyst (non-confidential position)
- Senior Planner
- Utilities Business Manager
- Utilities Operations Manager
- Youth Task Force Coordinator

GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2025
(3.0% MOU Salary Increase)

| Job Classification Title | Job Class Number | Range | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$14,767.33 | \$20,283.67 | \$177,208 | \$243,404 |
| Fire Division Chief | 4105 | 21 | \$13,394.83 | \$18,397.25 | \$160,738 | \$220,767 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$13,394.83 | \$18,397.25 | \$160,738 | \$220,767 |
| Deputy Director of Community Development | 4136 | 19 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Building Official | 4120 | 22 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Economic Development Manager | 4142 | 24 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Environmental Programs Manager | 4144 | 26 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Housing & Community Services Manager | 4143 | 38 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Information Technology Manager | 4134 | 25 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Planning Manager | 4139 | 40 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Senior Civil Engineer | 4117 | 27 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Senior Environmental Engineer | 4116 | 28 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Utilities Operations Manager | 4146 | 44 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Communication & Engagement Manager | 4228 | 29 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Program Administrator | 4141 | 18 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Utilities Business Manager | 4145 | 41 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Project Manager | 4119 | 17 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Senior Planner | 4221 | 16 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Information Technology Applications Analyst | 4217 | 30 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |

| | | | | | | |
|----------------------------------------------|------|----|------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Public Safety Systems Administrator | 4218 | 31 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Recreation Manager | 4129 | 14 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Senior Management Analyst | 4224 | 15 | \$9,066.67 | \$12,451.92 | \$108,800 | \$149,423 |
| Community Resilience Coordinator | 4230 | 37 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Financial Analyst | 4210 | 32 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Geographic Information Systems (GIS) Analyst | 4236 | 36 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Management Analyst | 4222 | 33 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Police Crime Analyst | 4208 | 12 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Youth Task Force Coordinator | 4135 | 11 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Management Analyst Trainee | 4223 | 43 | \$7,401.25 | \$10,165.58 | \$88,815 | \$121,987 |

Notes:

Annual figures are rounded to the nearest \$1.00 which is the base for the Tyler Munis HCM Salary Table data.

The last three percent (3%) of the established salary range requires the following: completion of 5 years of full-time City of Gilroy service; salary placement greater than 95% of the regular range for more than one year; and a meets expectations or better annual performance evaluation.

Total Cash Compensation salary ranges include all forms of compensation and other applicable forms of cash/cash equivalent compensation. Where approved, additional compensation may be made for bilingual pay, shift differential, car allowance/car provided, uniform allowance, and other forms of Council approved compensation.

GMA PERS Miscellaneous Employees:

GMA employees that are designated by CalPERS and the city of Gilroy as “classic members” of the PERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. GMA employees that are designated by CalPERS and the city of Gilroy as “new members” of the PERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.

GMA PERS Police Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "classic member, the applicable retirement plan is the CalPERS 2% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "new member", the applicable retirement plan is the CalPERS 2.7% at 57 plan. Under this plan, the employee shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2).

GMA PERS Fire Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 55 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 55 plan. Under this plan, the employee shall pay the employee contribution of 7% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

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GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2026
(2.5% MOU Salary Increase)

| Job Classification Title | Job Class Number | Range | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$15,136.50 | \$20,790.75 | \$181,638 | \$249,489 |
| Fire Division Chief | 4105 | 21 | \$13,729.67 | \$18,857.17 | \$164,756 | \$226,286 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$13,729.67 | \$18,857.17 | \$164,756 | \$226,286 |
| Deputy Director of Community Development | 4136 | 19 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Building Official | 4120 | 22 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Economic Development Manager | 4142 | 24 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Environmental Programs Manager | 4144 | 26 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Housing & Community Services Manager | 4143 | 38 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Information Technology Manager | 4134 | 25 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Planning Manager | 4139 | 40 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Senior Civil Engineer | 4117 | 27 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Senior Environmental Engineer | 4116 | 28 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Utilities Operations Manager | 4146 | 44 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Communication & Engagement Manager | 4228 | 29 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Program Administrator | 4141 | 18 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Utilities Business Manager | 4145 | 41 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Project Manager | 4119 | 17 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Senior Planner | 4221 | 16 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Information Technology Applications Analyst | 4217 | 30 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |

| | | | | | | |
|----------------------------------------------|------|----|------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Public Safety Systems Administrator | 4218 | 31 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Recreation Manager | 4129 | 14 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Senior Management Analyst | 4224 | 15 | \$9,293.33 | \$12,763.25 | \$111,520 | \$153,159 |
| Community Resilience Coordinator | 4230 | 37 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Financial Analyst | 4210 | 32 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Geographic Information Systems (GIS) Analyst | 4236 | 36 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Management Analyst | 4222 | 33 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Police Crime Analyst | 4208 | 12 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Youth Task Force Coordinator | 4135 | 11 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Management Analyst Trainee | 4223 | 43 | \$7,586.25 | \$10,419.75 | \$91,035 | \$125,037 |

Notes:

Annual figures are rounded to the nearest \$1.00 which is the base for the Tyler Munis HCM Salary Table data.

The last three percent (3%) of the established salary range requires the following: completion of 5 years of full-time City of Gilroy service; salary placement greater than 95% of the regular range for more than one year; and a meets expectations or better annual performance evaluation.

Total Cash Compensation salary ranges include all forms of compensation and other applicable forms of cash/cash equivalent compensation. Where approved, additional compensation may be made for bilingual pay, shift differential, car allowance/car provided, uniform allowance, and other forms of Council approved compensation.

GMA PERS Miscellaneous Employees:

GMA employees that are designated by CalPERS and the city of Gilroy as “classic members” of the PERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. GMA employees that are designated by CalPERS and the city of Gilroy as “new members” of the PERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.

GMA PERS Police Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "classic member, the applicable retirement plan is the CalPERS 2% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "new member", the applicable retirement plan is the CalPERS 2.7% at 57 plan. Under this plan, the employee shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2).

GMA PERS Fire Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 55 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 55 plan. Under this plan, the employee shall pay the employee contribution of 7% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

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GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2027
(2.5% MOU Salary Increase)

| Job Classification Title | Job Class Number | TM Grade | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|-----------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$15,514.92 | \$21,310.50 | \$186,179 | \$255,726 |
| Fire Division Chief | 4105 | 21 | \$14,072.92 | \$19,328.58 | \$168,875 | \$231,943 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$14,072.92 | \$19,328.58 | \$168,875 | \$231,943 |
| Deputy Director of Community Development | 4136 | 19 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Building Official | 4120 | 22 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Economic Development Manager | 4142 | 24 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Environmental Programs Manager | 4144 | 26 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Housing & Community Services Manager | 4143 | 38 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Information Technology Manager | 4134 | 25 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Planning Manager | 4139 | 40 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Senior Civil Engineer | 4117 | 27 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Senior Environmental Engineer | 4116 | 28 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Utilities Operations Manager | 4146 | 44 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Communication & Engagement Manager | 4228 | 29 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Program Administrator | 4141 | 18 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Utilities Business Manager | 4145 | 41 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Project Manager | 4119 | 17 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Senior Planner | 4221 | 16 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Information Technology Applications Analyst | 4217 | 30 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |

| | | | | | | |
|----------------------------------------------|------|----|-------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Public Safety Systems Administrator | 4218 | 31 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Recreation Manager | 4129 | 14 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Senior Management Analyst | 4224 | 15 | \$9,525.67 | \$13,082.33 | \$114,308 | \$156,988 |
| Community Resilience Coordinator | 4230 | 37 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Financial Analyst | 4210 | 32 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Geographic Information Systems (GIS) Analyst | 4236 | 36 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Management Analyst | 4222 | 33 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Police Crime Analyst | 4208 | 12 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Youth Task Force Coordinator | 4135 | 11 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Management Analyst Trainee | 4223 | 43 | \$7,775.92 | \$10,680.25 | \$93,311 | \$128,163 |

Notes:

Annual figures are rounded to the nearest \$1.00 which is the base for the Tyler Munis HCM Salary Table data.

The last three percent (3%) of the established salary range requires the following: completion of 5 years of full-time City of Gilroy service; salary placement greater than 95% of the regular range for more than one year; and a meets expectations or better annual performance evaluation.

Total Cash Compensation salary ranges include all forms of compensation and other applicable forms of cash/cash equivalent compensation. Where approved, additional compensation may be made for bilingual pay, shift differential, car allowance/car provided, uniform allowance, and other forms of Council approved compensation.

GMA PERS Miscellaneous Employees:

GMA employees that are designated by CalPERS and the city of Gilroy as “classic members” of the PERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. GMA employees that are designated by CalPERS and the city of Gilroy as “new members” of the PERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.

GMA PERS Police Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

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GMA PERS Fire Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 55 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

If hired after January 5, 2011, but prior to January 1, 2013, the applicable retirement plan is the CalPERS 2% at 55 plan. Under this plan, the employee shall pay the employee contribution of 7% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "classic member, the applicable retirement plan is the CalPERS 2% at 55 plan. Under this plan, the employee shall pay the employee contribution of 7% as a pre-tax payroll deduction under IRC 414(h) (2). Effective July 1, 2013, EPMC shall no longer apply.

If hired after December 31, 2012 and designated by CalPERS and the city of Gilroy as a "new member", the applicable retirement plan is the CalPERS 2% at 57 plan. Under this plan, the employee shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2).

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ESTABLISHING THE JULY 1, 2025, JULY 1, 2026, AND JULY 1, 2027 SALARY SCHEDULES FOR EMPLOYEES REPRESENTED BY THE GILROY MANAGEMENT ASSOCIATION

WHEREAS, the City Council does establish salaries for city officers and employees by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GILROY, AS FOLLOWS:

1. The salaries effective July 1, 2025 for Gilroy Management Association employees as set forth in the attached salary schedule consisting of two (2) pages is hereby approved and established adding a three percent (3%) salary increase.
2. The salaries effective July 1, 2026 for Gilroy Management Association employees as set forth in the attached salary schedule consisting of two (2) pages is hereby approved and established adding a two and one-half percent (2.5%) salary increase.
3. The salaries effective July 1, 2027 for Gilroy Management Association employees as set forth in the attached salary schedule consisting of two (2) pages is hereby approved and established adding a two and one-half percent (2.5%) salary increase.

PASSED AND ADOPTED this 28th day of July, 2025 by the following roll call vote:

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

APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, July 28, 2025** with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy

(Seal)

GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2025
(3.0% MOU Salary Increase)

| Job Classification Title | Job Class Number | Range | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$14,767.33 | \$20,283.67 | \$177,208 | \$243,404 |
| Fire Division Chief | 4105 | 21 | \$13,394.83 | \$18,397.25 | \$160,738 | \$220,767 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$13,394.83 | \$18,397.25 | \$160,738 | \$220,767 |
| Deputy Director of Community Development | 4136 | 19 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Building Official | 4120 | 22 | \$12,756.92 | \$17,521.67 | \$153,083 | \$210,260 |
| Economic Development Manager | 4142 | 24 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Environmental Programs Manager | 4144 | 26 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Housing & Community Services Manager | 4143 | 38 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Information Technology Manager | 4134 | 25 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Planning Manager | 4139 | 40 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Senior Civil Engineer | 4117 | 27 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Senior Environmental Engineer | 4116 | 28 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Utilities Operations Manager | 4146 | 44 | \$11,570.58 | \$15,893.25 | \$138,847 | \$190,719 |
| Communication & Engagement Manager | 4228 | 29 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Program Administrator | 4141 | 18 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Utilities Business Manager | 4145 | 41 | \$11,019.75 | \$15,135.33 | \$132,237 | \$181,624 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Project Manager | 4119 | 17 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Senior Planner | 4221 | 16 | \$10,495.08 | \$14,415.83 | \$125,941 | \$172,990 |
| Information Technology Applications Analyst | 4217 | 30 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |

| | | | | | | |
|----------------------------------------------|------|----|------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Public Safety Systems Administrator | 4218 | 31 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Recreation Manager | 4129 | 14 | \$9,519.67 | \$13,074.67 | \$114,236 | \$156,896 |
| Senior Management Analyst | 4224 | 15 | \$9,066.67 | \$12,451.92 | \$108,800 | \$149,423 |
| Community Resilience Coordinator | 4230 | 37 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Financial Analyst | 4210 | 32 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Geographic Information Systems (GIS) Analyst | 4236 | 36 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Management Analyst | 4222 | 33 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Police Crime Analyst | 4208 | 12 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Youth Task Force Coordinator | 4135 | 11 | \$8,223.58 | \$11,295.08 | \$98,683 | \$135,541 |
| Management Analyst Trainee | 4223 | 43 | \$7,401.25 | \$10,165.58 | \$88,815 | \$121,987 |

Notes:

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The last three percent (3%) of the established salary range requires the following: completion of 5 years of full-time City of Gilroy service; salary placement greater than 95% of the regular range for more than one year; and a meets expectations or better annual performance evaluation.

Total Cash Compensation salary ranges include all forms of compensation and other applicable forms of cash/cash equivalent compensation. Where approved, additional compensation may be made for bilingual pay, shift differential, car allowance/car provided, uniform allowance, and other forms of Council approved compensation.

GMA PERS Miscellaneous Employees:

GMA employees that are designated by CalPERS and the city of Gilroy as "classic members" of the PERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. GMA employees that are designated by CalPERS and the city of Gilroy as "new members" of the PERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.

GMA PERS Police Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

Effective July 1, 2013, EPMC shall not longer apply.

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GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2026
(2.5% MOU Salary Increase)

| Job Classification Title | Job Class Number | Range | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|--------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$15,136.50 | \$20,790.75 | \$181,638 | \$249,489 |
| Fire Division Chief | 4105 | 21 | \$13,729.67 | \$18,857.17 | \$164,756 | \$226,286 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$13,729.67 | \$18,857.17 | \$164,756 | \$226,286 |
| Deputy Director of Community Development | 4136 | 19 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Building Official | 4120 | 22 | \$13,075.83 | \$17,959.75 | \$156,910 | \$215,517 |
| Economic Development Manager | 4142 | 24 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Environmental Programs Manager | 4144 | 26 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Housing & Community Services Manager | 4143 | 38 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Information Technology Manager | 4134 | 25 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Planning Manager | 4139 | 40 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Senior Civil Engineer | 4117 | 27 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Senior Environmental Engineer | 4116 | 28 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Utilities Operations Manager | 4146 | 44 | \$11,859.83 | \$16,290.58 | \$142,318 | \$195,487 |
| Communication & Engagement Manager | 4228 | 29 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Program Administrator | 4141 | 18 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Utilities Business Manager | 4145 | 41 | \$11,295.25 | \$15,513.75 | \$135,543 | \$186,165 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Project Manager | 4119 | 17 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Senior Planner | 4221 | 16 | \$10,757.50 | \$14,776.25 | \$129,090 | \$177,315 |
| Information Technology Applications Analyst | 4217 | 30 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |

| | | | | | | |
|----------------------------------------------|------|----|------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Public Safety Systems Administrator | 4218 | 31 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Recreation Manager | 4129 | 14 | \$9,757.67 | \$13,401.50 | \$117,092 | \$160,818 |
| Senior Management Analyst | 4224 | 15 | \$9,293.33 | \$12,763.25 | \$111,520 | \$153,159 |
| Community Resilience Coordinator | 4230 | 37 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Financial Analyst | 4210 | 32 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Geographic Information Systems (GIS) Analyst | 4236 | 36 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Management Analyst | 4222 | 33 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Police Crime Analyst | 4208 | 12 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Youth Task Force Coordinator | 4135 | 11 | \$8,429.17 | \$11,577.50 | \$101,150 | \$138,930 |
| Management Analyst Trainee | 4223 | 43 | \$7,586.25 | \$10,419.75 | \$91,035 | \$125,037 |

Notes:

Annual figures are rounded to the nearest \$1.00 which is the base for the Tyler Munis HCM Salary Table data.

The last three percent (3%) of the established salary range requires the following: completion of 5 years of full-time City of Gilroy service; salary placement greater than 95% of the regular range for more than one year; and a meets expectations or better annual performance evaluation.

Total Cash Compensation salary ranges include all forms of compensation and other applicable forms of cash/cash equivalent compensation. Where approved, additional compensation may be made for bilingual pay, shift differential, car allowance/car provided, uniform allowance, and other forms of Council approved compensation.

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GMA employees that are designated by CalPERS and the city of Gilroy as "classic members" of the PERS Miscellaneous group have an 8% deduction under IRC 414(h)(2) for the employee contribution to the CalPERS 2.5% @ 55 retirement plan. GMA employees that are designated by CalPERS and the city of Gilroy as "new members" of the PERS Miscellaneous group shall pay 50% of the normal cost as established by CalPERS. The normal cost may vary from year to year and this amount shall be a pre-tax payroll deduction under IRC 414(h) (2) for the CalPERS 2% at 62 retirement plan.

GMA PERS Police Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 50 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

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GMA PERS Fire Safety Employees:

If hired prior to January 5, 2011, the applicable retirement plan is the CalPERS 3% at 55 plan. Under this plan, the employee shall pay the employee contribution of 9% at a pre-tax payroll deduction under IRC 414(h) (2).

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GILROY MANAGEMENT ASSOCIATION
SALARY SCHEDULE
Effective July 1, 2027
(2.5% MOU Salary Increase)

| Job Classification Title | Job Class Number | TM Grade | Monthly Minimum | Monthly Maximum | Annual Minimum | Annual Maximum |
|-------------------------------------------------|-------------------------|-----------------|------------------------|------------------------|-----------------------|-----------------------|
| Police Captain | 4110 | 23 | \$15,514.92 | \$21,310.50 | \$186,179 | \$255,726 |
| Fire Division Chief | 4105 | 21 | \$14,072.92 | \$19,328.58 | \$168,875 | \$231,943 |
| City Engineer/ Transportation Engineer | 4107 | 34 | \$14,072.92 | \$19,328.58 | \$168,875 | \$231,943 |
| Deputy Director of Community Development | 4136 | 19 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Deputy Director of Public Works - Operations | 4137 | 20 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Building Official | 4120 | 22 | \$13,402.75 | \$18,408.75 | \$160,833 | \$220,905 |
| Economic Development Manager | 4142 | 24 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Environmental Programs Manager | 4144 | 26 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Fire Marshal (Non-Safety) | 4121 | 42 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Housing & Community Services Manager | 4143 | 38 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
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| Senior Environmental Engineer | 4116 | 28 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Utilities Operations Manager | 4146 | 44 | \$12,156.33 | \$16,697.83 | \$145,876 | \$200,374 |
| Communication & Engagement Manager | 4228 | 29 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Program Administrator | 4141 | 18 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Utilities Business Manager | 4145 | 41 | \$11,577.67 | \$15,901.58 | \$138,932 | \$190,819 |
| Facilities & Fleet Superintendent | 4216 | 13 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Project Manager | 4119 | 17 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Senior Planner | 4221 | 16 | \$11,026.42 | \$15,145.67 | \$132,317 | \$181,748 |
| Information Technology Applications Analyst | 4217 | 30 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |

| | | | | | | |
|----------------------------------------------|------|----|-------------|-------------|-----------|-----------|
| Network Administrator | 4215 | 39 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Public Safety Systems Administrator | 4218 | 31 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Recreation Manager | 4129 | 14 | \$10,001.58 | \$13,736.50 | \$120,019 | \$164,838 |
| Senior Management Analyst | 4224 | 15 | \$9,525.67 | \$13,082.33 | \$114,308 | \$156,988 |
| Community Resilience Coordinator | 4230 | 37 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Emergency Services & Volunteer Coordinator | 4229 | 35 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
| Financial Analyst | 4210 | 32 | \$8,639.92 | \$11,866.92 | \$103,679 | \$142,403 |
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City of Gilroy

STAFF REPORT

Agenda Item Title: Consent the Appointment of Brad Kilger (CalPERS Retired Annuitant) as the Interim City Administrator and Adoption of a Resolution Approving the Appointment and Employment Agreement

Meeting Date: July 28, 2025
From: Mayor Greg Bozzo
Department: Administrative Services
Submitted by: Greg Bozzo, Mayor
Prepared by: LeeAnn McPhillips, Assistant City Administrator/HR Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

- a) Appoint Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator.
- b) Adopt a resolution of the City Council of the City of Gilroy approving the appointment of Brad Kilger (CalPERS Retired Annuitant) as Interim City Administrator pursuant to Government Code Section 21221(h) and authorizing the Mayor to execute the employment agreement.

EXECUTIVE SUMMARY

To ensure continuity in the leadership and management of the City of Gilroy, it is recommended that the City Council appoint Brad Kilger (CalPERS retired annuitant) as Interim City Administrator effective July 29, 2025, and approve the resolution of appointment and authorize the Mayor to execute the employment agreement.

BACKGROUND

Due to the upcoming retirement (last day of work July 31, 2025) of City Administrator Jimmy Forbis, the City is in the process of working through the steps to fill the City Administrator position. However, this process will not be completed for several months.

Therefore, the city has a need for an Interim City Administrator during this time period. Retired City Administrator/Manager Brad Kilger is available to serve in this leadership position.

Mr. Kilger is a California Public Employees' Retirement System (CalPERS) retired annuitant, having retired effective February 2, 2019. He has the education, skills, and experience to hit the ground running and serve as Interim City Administrator.

Mr. Kilger has over thirty-five years of executive/senior-level municipal work experience, which includes eighteen years of City Manager/Administrator experience. He served as the City Manager/Town Manager of Martinez, Benicia, Ceres, and Yucca Valley. He has been a Director in the Community Development/Economic Development field for the towns of Yucca Valley and Apple Valley and the cities of Murrieta and San Bernardino. He has also completed several Interim City Manager assignments for the cities of Gustine, Calistoga, Los Altos, and South Lake Tahoe. In addition, he is a Senior Advisor with the International City-County Management Association (ICMA). Mr. Kilger holds a Bachelor of Science in Environmental Sciences and Urban Studies from the University of California, Riverside, and a Master of Business Administration with a concentration in Management from California State University, San Bernardino. He also holds a certificate in Economic Development from California State University, Bakersfield.

California Government Code Section 21221(h) allows an agency to hire a retired annuitant to serve in an "interim" position when there is an immediate need for expertise and specialized skills and recruitment is underway for the position. The city has begun the recruitment process and has requested proposals from search firms to assist with the nationwide search for Gilroy's next City Administrator. Further, the retired annuitant may not work more than 960 hours in a fiscal year and cannot receive any compensation other than the hourly rate of pay for the work performed by other employees performing comparable duties.

In the Interim City Administrator role and as an officer of the city, Brad Kilger agrees to perform the following duties related to the City of Gilroy:

City of Gilroy Charter

The City Administrator shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, the City Administrator shall have power and be required to:

- (a) Take a continuing interest in the effectiveness and economy of all administrative arrangements throughout the City;
- (b) Insure that administrative activities with which two (2) or more departments are concerned are effectively coordinated;
- (c) Appoint, suspend, discipline and/or remove, subject to the provisions of this Charter, all officers and employees of the City except that department heads shall be appointed

and removed with the consent of the Council. This sub-section shall not apply to those department heads and officers whose appointment is vested by this Charter in the Council. The City Administrator may authorize the head of any department or office to appoint or remove subordinates in such office;

- (d) Prepare the budget annually, submit it to the Council, and be responsible for its administration after its adoption;
- (e) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year;
- (f) Make and execute, on behalf of the City, contracts involving Council-appropriated expenditures, and bids or proposals approved by the Council;
- (g) Establish a purchasing system to meet the needs of all City offices, departments and agencies;
- (h) Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable;
- (i) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances of the City are enforced;
- (j) Submit periodic reports to the Council covering significant activities of City agencies, offices and departments under his supervision and significant changes in administrative rules and procedures promulgated by the City Administrator;
- (k) Submit special reports in writing to the Council in answer to any requests for information when requested of him by the Council; and
- (l) Perform such other duties consistent with this Charter as may be required of him by the Council. (Charter Amendment November 4, 1997)

The City Administrator shall be accorded a seat at the Council table and at all meetings of boards and commissions and shall be entitled to participate in their deliberations but shall not have a vote. He shall attend all regular and special meetings of the Council unless physically unable to do so or unless he has received prior approval for such absence from the Council.

City Administrator Job Description

- Attend-meetings of the City Council to advise members on established policy and advise the City Council on matters of administrative practices, City operations, policies and problems.
- Report to Council on various topics and make recommendations concerning the adoption of measures and ordinances.
- Receive various assignments from the Council.
- Prepare an Annual Financial Plan and Capital Improvement Budget and submit it to the City Council for their review and adoption.
- Exercise continuous budgetary controls to ensure proper expenditures of authorized funds.
- Study systems and procedures and propose improvements and simplifications.
- Conduct continuous research in administrative practices and recommend to the City Council those practices which will produce greater efficiency and economy in city government.

- Represent the City Council and the City in relationships with other governmental agencies, and the general public.
- Coordinate interdepartmental and inter-jurisdictional projects and activities.
- Execute contracts on behalf of the City Council.
- Organize City Departments into effective, productive units.
- Plan for future City activities/projects with all departments.
- Appoint, suspend, discipline and/or remove all officers and employees as set forth in the City Charter; administer all the City's personnel rules and regulations.
- Act as Director of Emergency Services.
- Negotiate and lead initial planning of major civic or community improvement projects.
- Serve as the Authority Manager of SCRWA (South County Regional Wastewater Authority).
- Stay current and proactively respond to pending legislation which has the potential to impact the City budget or other operations.
- Perform such special assignments as the City Council may direct.

As the Interim City Administrator, Brad Kilger will report directly to the City Council and shall comply with all City rules, policies, guidelines, regulations, and laws. Mr. Kilger will be paid \$151.56 per hour with no other benefits or incentives.

ALTERNATIVES

The alternative would be not to approve the interim appointment. The city would then need to alternatively identify someone else to serve in this role or leave the position vacant. These alternatives are not recommended.

FISCAL IMPACT/FUNDING SOURCE

This interim appointment provides a cost savings to the city as only the hourly rate for the position is paid to the retired annuitant and not any benefits. It is estimated that this interim appointment will save the city approximately \$9,250 per month when filled on a full-time basis. Over a four-six-month period, the savings will total approximately \$37,000 - \$55,500.

NEXT STEPS

Upon Council approval, the Mayor will sign the employment agreement. In addition, the City Council and staff will continue to complete the recruitment process until an ongoing appointment is made.

Attachments:

1. Council Resolution for Interim City Administrator Appointment (Brad Kilger) 21221h
7.28.25
2. Employment Agreement Exhibit A Brad Kilger 7.28.25

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR TO LEAD AND MANAGE THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Brad Kilger retired from California Public Employees' Retirement System employment on February 2, 2019; and

WHEREAS, Brad Kilger has over thirty-five years of municipal experience as a City Administrator/Manager and/or Senior Executive level positions and most previously served as the Martinez City Manager from 2016 - 2019; and

WHEREAS, the position of City Administrator will become vacant on August 1, 2025 following the retirement of Jimmy Forbis; and

WHEREAS, the Gilroy City Council desires to appoint retired annuitant Brad Kilger to lead and manage the City in the position of Interim City Administrator for the City of Gilroy under Government Code Section 21221(h), effective July 29, 2025; and

WHEREAS, Brad Kilger has extensive experience leading and managing a full-service municipal organization and experience with all administrative aspects of leading and managing a California city; and

WHEREAS, an appointment under Government Code Section 21221(h) requires that the City has initiated steps to begin the recruitment process for the vacant position; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the ongoing regular replacement for the vacant position of City Administrator for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Brad Kilger; and

WHEREAS, the entire employment agreement between Brad Kilger and the City of Gilroy has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR FOR THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

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WHEREAS, the current base monthly salary for this position is \$26,270.83 and the hourly equivalent is \$151.56; and

WHEREAS, the hourly rate to be paid to Brad Kilger will be \$151.56; and

WHEREAS, Brad Kilger has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, the City Council of the City of Gilroy hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby certifies the nature of the employment of Brad Kilger as described herein and detailed in the attachment employment agreement and that this appointment is necessary to fill the critically needed position of Interim City Administrator for the City of Gilroy to provide the specialized skills necessary to lead and manage the City organization.
3. The City Council hereby authorizes the appointment of Brad Kilger to Interim City Administrator effective July 29, 2025, pursuant to the authority provided under Government Code Sections 21221(h), which shall end on the date immediately preceding the date on which the permanent replacement for the vacant position of City Administrator for the City of Gilroy commences his or her employment or, if earlier, the date that this appointment is terminated by the City or Brad Kilger.
4. The employment agreement with Brad Kilger, a copy of which is attached hereto as **Exhibit A** and will be maintained on file with the Human Resources Department, is approved by the City Council, effective July 29, 2025.
5. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the City Council and City Attorney.

PASSED AND ADOPTED this 28th day of July, 2025 by the following roll call vote:

| | |
|-----------------|-------------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR FOR THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

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APPROVED:

Greg Bozzo, Mayor

ATTEST:

Kim Mancera City Clerk

Resolution No. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPOINTING BRAD KILGER AS INTERIM CITY ADMINISTRATOR FOR THE CITY OF GILROY AND APPROVING EMPLOYMENT AGREEMENT

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CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2025-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, July 28, 2025** with a quorum present.

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

Kim Mancera
City Clerk of the City of Gilroy

(Seal)

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Gilroy, a municipal corporation of the State of California (“City”) and Brad Kilger, an individual (“Retired Annuitant”) effective July 29, 2025 (“Effective Date”).

RECITALS

A. Retired Annuitant previously was employed by the City of Martinez, a California Public Employees’ Retirement System (CalPERS) employer, having previously served as the Martinez City Manager from 2016-2029; and

B. Retired Annuitant retired from public service effective February 2, 2019 and began collecting a retirement pension from the California Public Employees’ Retirement System (CalPERS); and

C. The City will have a vacancy in the position of City Administrator beginning August 1, 2025, a regular position for which the City has already commenced steps to recruit a permanent appointment beginning in July 2025; and

D. The City has an immediate need for an employee to temporarily perform the position of Interim City Administrator, a position involving specialized skills and training, and which is critically necessary to the on-going duties and functions of the City; and

E. Retired Annuitant has the necessary qualifications, experience, and abilities to assist City in the duties of leadership and management of the City; and

F. Retired Annuitant’s employment is authorized by Government Code section 21221(h), which permits the City to appoint a CalPERS retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent replacement; and

G. City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21221(h) and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement; and

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from July 29, 2025 until such time as a regular ongoing replacement for the position of City Administrator has been selected and has commenced employment, unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant, as an officer of the city, agrees to perform the following duties related to the City of Gilroy:

City of Gilroy Charter

The City Administrator shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, the City Administrator shall have power and be required to:

- (a) Take a continuing interest in the effectiveness and economy of all administrative arrangements throughout the City;
- (b) Insure that administrative activities with which two (2) or more departments are concerned are effectively coordinated;
- (c) Appoint, suspend, discipline and/or remove, subject to the provisions of this Charter, all officers and employees of the City except that department heads shall be appointed and removed with the consent of the Council. This sub-section shall not apply to those department heads and officers whose appointment is vested by this Charter in the Council. The City Administrator may authorize the head of any department or office to appoint or remove subordinates in such office;
- (d) Prepare the budget annually, submit it to the Council, and be responsible for its administration after its adoption;
- (e) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year;
- (f) Make and execute, on behalf of the City, contracts involving Council-appropriated expenditures, and bids or proposals approved by the Council;
- (g) Establish a purchasing system to meet the needs of all City offices, departments and agencies;
- (h) Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable;
- (i) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances of the City are enforced;
- (j) Submit periodic reports to the Council covering significant activities of City agencies, offices and departments under his supervision and significant changes in administrative rules and procedures promulgated by the City Administrator;
- (k) Submit special reports in writing to the Council in answer to any requests for information when requested of him by the Council; and
- (l) Perform such other duties consistent with this Charter as may be required of him by the Council. (Charter Amendment November 4, 1997)

The City Administrator shall be accorded a seat at the Council table and at all meetings of boards and commissions and shall be entitled to participate in their deliberations but shall not have a vote. He shall attend all regular and special meetings of the Council unless physically unable to do so or unless he has received prior approval for such absence from the Council.

City Administrator Job Description

- Attend-meetings of the City Council to advise members on established policy and advise the City Council on matters of administrative practices, City operations, policies, and problems.

- Report to Council on various topics and make recommendations concerning the adoption of measures and ordinances.
- Receive various assignments from the Council.
- Prepare an Annual Financial Plan and Capital Improvement Budget and submit it to the City Council for their review and adoption.
- Exercise continuous budgetary controls to ensure proper expenditures of authorized funds.
- Study systems and procedures and propose improvements and simplifications.
- Conduct continuous research in administrative practices and recommend to the City Council those practices which will produce greater efficiency and economy in city government.
- Represent the City Council and the City in relationships with other governmental agencies, and the general public.
- Coordinate interdepartmental and inter-jurisdictional projects and activities.
- Execute contracts on behalf of the City Council.
- Organize City Departments into effective, productive units.
- Plan for future City activities/projects with all departments.
- Appoint, suspend, discipline and/or remove all officers and employees as set forth in the City Charter; administer all the City's personnel rules and regulations.
- Act as Director of Emergency Services.
- Negotiate and lead initial planning of major civic or community improvement projects.
- Serve as the Authority Manager of SCRWA (South County Regional Wastewater Authority).
- Stay current and proactively respond to pending legislation which has the potential to impact the City budget or other operations.
- Perform such special assignments as the City Council may direct.

Retired Annuitant will report directly to the City Council. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation; Hours

City agrees to compensate Retired Annuitant at \$151.56 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred sixty (960) hours during any fiscal year (July 1 to June 30) inclusive of any hours worked during the same period for other CalPERS employers as a retired annuitant. Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every month.

The position is a temporary, hourly assignment which is generally not expected to exceed 40 hours per week. The City, through the City Council, will assign Retired Annuitant hours to work. Due to the nature of the position, it is understood that the workday and workweek hours may

vary, however Retired Annuitant shall not work overtime (i.e. in excess of 40 hours per week) as payment of overtime is prohibited under Government Code Section 21221(h).

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary locations for services will be at the following addresses:

Gilroy City Hall, 7351 Rosanna Street, Gilroy, California 95020

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

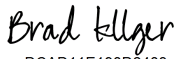
c. This Agreement represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duly affixed their signatures on this __ day of _____, 2025.

Employer: City of Gilroy

Greg Bozzo, Mayor

Retired Annuitant:

Signed by:
 7/25/2025
BCAD14E198D2483...
Brad Kilger

Approved as to Form:

Andrew L. Faber, City Attorney

Attest:

Kim Mancera, City Clerk