



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR

Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz

Dion Bracco

Tom Cline

Zach Hilton

Carol Marques

Fred Tovar

MONDAY, SEPTEMBER 9, 2024 | 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

PUBLIC COMMENTS ON AGENDA ITEMS ARE TAKEN BEFORE THE CITY COUNCIL TAKES ACTION. [Please keep your comments to 3 minutes](#). Time restrictions may vary based on the Mayor's discretion.

Send written comments on any agenda item to publiccomments@cityofgilroy.org or City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by 1 p.m. on the meeting day will be distributed to the City Council before the meeting. Comments are also available 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 dispute any planning or land use decision from this meeting in court, you may only raise issues you or someone else presented at this meeting's public hearing or in written letters to the City Council before the hearing. Be aware that the time to seek a judicial review of any final decision made at this meeting is defined by Section 1094.6 of the California Code of Civil Procedure.

During this meeting, a Closed Session may be called under Government Code Section 54956.9 (d)(2). This will happen if, in the City's legislative body's opinion (based on current facts, circumstances, and legal advice), there's a significant risk of a lawsuit against the City.

Additional materials submitted after agenda distribution are available on www.cityofgilroy.org as soon as possible.

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 translation assistance, contact the City Clerk 72 hours before the meeting at 408-846-0204 or 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:

bit.ly/3FBiGA0

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 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. CEREMONIAL ITEMS - Proclamations and Awards**
 - 2.1. Proclamation Honoring United Against Hate Week September 21-27, 2024**
 - 2.2. Proclaiming September 2024 Childhood Cancer Awareness Month**
 - 2.3. Proclaiming September 2024 as National Preparedness Month**
- 3. COUNCIL CORRESPONDENCE (Informational Only)**
- 4. PRESENTATIONS TO THE COUNCIL**

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

This part of the meeting allows public address on non-agenda topics within the Council's jurisdiction. To speak, complete a Speaker's Card from the entrances and give it to the City Clerk. Speaking time ranges from 1-3 minutes based on the Mayor's discretion. Extended discussions or actions on non-agenda items are restricted by law. For Council action, the topic may be listed on a future agenda.

Email written comments on non-agenda topics to publiccomments@cityofgilroy.org or mail them to City Hall, 7351 Rosanna Street, Gilroy, CA 95020, by 1:00 p.m. on the meeting day. These comments, available at City Hall, will be shared with the Council and included in the meeting record. Late submissions will be shared as soon as possible. A 10-page limit applies to hard-copy materials, but electronic submissions are unlimited.

5. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

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

6. CONSENT CALENDAR

Items under the Consent Calendar are deemed routine and approved with one motion. If a Council member or a member of the public wishes for a separate discussion on an item, it must be requested for removal before the Council's approval vote. If removed, the item will be discussed in its original order.

6.1. Approval of the Action Minutes of the August 19, 2024 City Council Regular Meeting

7. BIDS AND PROPOSALS

7.1. Award a Three-year Contract to Alpine Landscapes in a Total Amount of \$1,163,958 with an Annual Not to Exceed Amount of \$387,986 for the Community Facilities District Landscape Maintenance Services, with up-to Two, One Year Extension Options, and Adopt a Resolution Amending the Fiscal Year 2025 Budget by \$28,927

1. Staff Report: Heba El-Guindy, Public Works Director
2. Public Comment
3. Possible Action:

City Council:

- a) Approve award of a three-year contract to Alpine Landscapes in a total amount of \$1,163,958 with an annual not to exceed amount of \$387,986 for performing the Community Facilities District (CFD) Landscape Maintenance Services.
- b) Authorize the City Administrator to exercise at the end of the contract term the two, one-year extension options at the City's sole discretion.
- c) Adopt a resolution amending the Fiscal Year 2025 budget by \$28,927.

7.2. Award a Three-year Contract to Jensen Landscape Services, LLC in the Total Amount of \$3,378,990 with an Annual Not to Exceed Amount of \$1,126,330 for Citywide Landscape Services, and Authorize up to Two, One-Year Extension Options

1. Staff Report: Heba El-Guindy, Public Works Director
2. Public Comment
3. Possible Action:

City Council:

- a) Approve award of a three-year contract to Jensen Landscape Services, LLC in the total amount of \$3,378,990 with an annual not to exceed amount of \$1,126,330 for Citywide Landscape Services.
- b) Authorize the City Administrator to exercise at the end of the contract term the two, one-year extension options at the City's sole discretion.

8. PUBLIC HEARINGS

8.1. Introduction of an Ordinance of the City Council of the City of Gilroy Adjusting Future Mayor and City Council Member Salaries

1. Disclosure of Ex-Parte Communications
2. Staff Report: Bryce Atkins, Assistant to the City Administrator

3. Open Public Hearing
4. Close Public Hearing
5. Possible Action:

Council:

- a) Motion to read the ordinance by title only and waive further reading of the ordinance; and
- b) Introduce an ordinance of the City Council of the City of Gilroy adjusting future mayor and city council member salaries.

9. UNFINISHED BUSINESS

10. INTRODUCTION OF NEW BUSINESS

10.1. Legislative Update

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

Council receive the report and provide direction regarding Council's desire to support or oppose any upcoming legislation or ballot measures.

10.2. Consideration of an Amendment to Gilroy City Code Chapter 16.6-1(p) Cardroom, Table Restrictions

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

Council approval to increase the number of cardroom tables allowed from 10 to 12 tables.

10.3. Recreation Needs Assessment Implementation Introduction

1. Staff Report: Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:

Council receive the presentation and provide direction if desired.

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

11.1. Request to Add to the September 16, 2024 Agenda the United Sovereign Americans Resolution for Council Discussion

1. Staff Report: Bryce Atkins, Assistant to the City Administrator
2. Public Comment
3. Possible Action:

Council consideration to add the requested item to the September 16, 2024 City Council meeting agenda.

12. CITY ADMINISTRATOR'S REPORTS

13. CITY ATTORNEY'S REPORTS

14. CLOSED SESSION

15. ADJOURN TO OPEN SESSION

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

16. ADJOURNMENT

FUTURE MEETING DATES

September 2024

16 Regular Meeting - 6:00 p.m

October 2024

7 Regular Meeting - 6:00 p.m

21 Regular Meeting - 6:00 p.m

November 2024

4 Regular Meeting - 6:00 p.m

18 Regular Meeting - 6:00 p.m

December 2024

9 Regular Meeting - 6:00 p.m

Meetings are live streamed on the City of Gilroy's website at gilroy.city/meetings and on YouTube at <https://bit.ly/45jor03>.

Access the 2024 City Council Meeting Calendar at <https://bit.ly/3LLzY1n>.

2.1

City of Gilroy Proclamation

- WHEREAS,** the United States is a nation of immigrants, whose strength comes from its diversity; and
- WHEREAS,** the Constitution enshrines equality on all individuals, regardless of race, gender, orientation, religion, or political views; and
- WHEREAS,** the City of Gilroy wishes to affirm its commitment to the well-being and safety of all its diverse communities, including Black, Indigenous and People of Color (BIPOC); Asian American Pacific Islander (AAPI); Lesbian, Gay, Bisexual, Transgender, Queer or Questioning Plus (LGBTQ+), immigrants, unhoused, children and adults with disabilities, all religious and other diverse communities; and
- WHEREAS,** the City of Gilroy wishes to ensure that its BIPOC, AAPI, LGBTQ+, immigrants, unhoused, children and adults with disabilities, all religious and other diverse communities are not alone and that they can speak out to help stop the spread of bigotry; and
- WHEREAS,** due to the history of violence against the aforementioned communities, we must work together to create community-centered solutions that stop the violence in all communities; and
- WHEREAS,** the City of Gilroy stands together with our diverse communities and calls on all constituents and leaders to join us in condemning racist, homophobic, and harassing attacks against communities of Color, in all forms, and renewing our commitment to speak out against such attacks, defend and protect those targeted, and seek out and punish those who commit hate crimes against any members of our community.

NOW, THEREFORE, I, MARIE BLANKLEY, Mayor of the City of Gilroy, on this 9th day of September 2024, together with my colleagues on the City Council, do hereby proclaim September 21-27, 2024 as

UNITED AGAINST HATE WEEK

Attested to by:


Beth Minor, Interim City Clerk


Marie Blankley, Mayor

City of Gilroy Proclamation



WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, cancer remains the leading cause of death by disease among children—more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, nonprofit organizations serving South Santa Clara County such as Jacob's Heart have been keeping medically fragile children and families housed, fed and emotionally supported throughout the Gilroy community; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford recognizes Jacob's Heart as a trusted community partner in providing family-centered care that addresses the emotional, practical, and financial struggles of families of children with cancer in the City of Gilroy; and

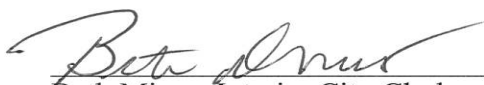
WHEREAS, it is important for all Gilroy City residents to recognize the impact of pediatric cancer on families within our community and honor the legacies and memories of children in our community whose lives have been cut short by cancer.

NOW, THEREFORE, I, MARIE BLANKLEY, Mayor of the City of Gilroy, on this 9th day of September 2024, together with my colleagues on the City Council, do hereby proclaim September 2024 as

CHILDHOOD CANCER AWARENESS MONTH

and invite the Gilroy community to honor the work of our local children's cancer support services and contributions to childhood cancer awareness.

Attested to by:


Beth Minor, Interim City Clerk


Marie Blankley, Mayor

City of Gilroy

Proclamation

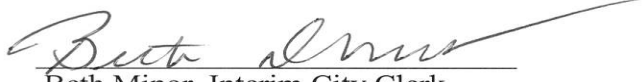
- WHEREAS,** across the Nation, September has been designated as National Preparedness Month to encourage all Americans and communities to prioritize emergency preparedness; and
- WHEREAS,** National Preparedness Month is led by the Federal Emergency Management Agency (FEMA) and is sponsored by its Ready Campaign promoting preparing At-Risk Populations for risk and disasters; and
- WHEREAS,** all Gilroy citizens are urged to prepare for disasters and encourage their family and friends to do so by visiting the FEMA's Ready Campaign at ready.gov for essential preparedness resources; and
- WHEREAS,** the City of Gilroy is committed to promoting community resilience through partnership development to improve awareness and educate citizens about preparing their homes, businesses, and communities for any type of emergency; and
- WHEREAS,** the City of Gilroy partners with various governments, businesses, local organizations, and community volunteers to plan and increase public awareness and education concerning the importance of preparing for emergencies; and
- WHEREAS,** when citizens working together with the government take responsibility for preparing their families and their communities, community resilience is improved after a disaster; and
- WHEREAS,** ongoing emergency preparedness is the responsibility of every citizen, and all citizens are urged to make preparedness a priority and work together to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type.

NOW, THEREFORE, I, MARIE BLANKLEY, Mayor of the City of Gilroy, on this 9th day of September 2024, together with my colleagues on the City Council, do hereby proclaim September 2024 as

NATIONAL PREPAREDNESS MONTH

Attested to by:


Marie Blankley, Mayor


Beth Minor, Interim City Clerk

CITY COUNCIL ACTION MINUTES

MONDAY, AUGUST 19, 2024 | 6:00 PM

1. OPENING

1.1. Call to Order

1.2. Pledge of Allegiance

Council Member Tovar led the Pledge of Allegiance.

1.3. Invocation

Bishop Mark Fullmer, Church of Christ of Latter Day Saints led the Invocation.

1.4. City Clerk's Report on Posting the Agenda

Interim City Clerk Beth Minor announced the agenda was posted on Friday, August 16, 2024 at 8:12 A.M.

1.5. Roll Call

Attendance	Attendee Name
	Dion Bracco, Council Member
	Rebeca Armendariz, Council Member
	Carol Marques, Council Member
	Zach Hilton, Council Member
	Tom Cline, Council Member
	Fred Tovar, Council Member
	Marie Blankley, Mayor
Absent	None

1.6. Orders of the Day

1.7. Employee Introductions

LeeAnn McPhillips introduced newly promoted Senior Facilities Specialist Paul Gimenez.

Heba-El Guindy introduced Public Works Management Analyst Karen Gumin, and Maintenance Worker I Eric O'Connor.

Fire Division Chief Summers introduced Firefighters Eleazar Pagatpatan, and Adrian Calderon.

2. CEREMONIAL ITEMS - Proclamations and Awards

3. COUNCIL CORRESPONDENCE (Informational Only)

4. PRESENTATIONS TO THE COUNCIL

4.1. Annual Presentation by the Parks and Recreation Commission

Patricia Bentson presented the annual Parks and Recreation Commission

report.

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

Mayor Blankley opened Public Comment.

Kenny Silva read the beginning of the United Sovereign Americans proposed resolution for a valid 2024 General Election.

Josephine Kawanami continued reading the resolution.

Joanie Murphy continued reading the resolution.

Jean read the final section of the resolution.

Teresa Higginson concluded the presentation from the United Sovereign Americans group.

Jim Wyatt spoke in favor of Ballot Measure C and the need for public safety funding.

James Suner requested Council agendaize an item regarding his Greenfield Project.

Zachariah DeLaRosa spoke regarding the need for assistance for the homeless in Gilroy.

Elaine Goodinghamilton let the Council know about the problems with trash, mice, flies, feral cats, and kids congregating at the Garlic Farm RV Park.

Ron Kirkish spoke regarding an issue he has with the Registrar of Voters Office sending ballots to his house for his grown son who lives out of the area.

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

5. REPORTS OF COUNCIL MEMBERS

Council Member Bracco No report.

Council Member Armendariz announced that on Sunday, August 25, 2024, the San Jose Earthquakes Foundation would be holding a youth soccer clinic at South Valley Middle School.

Council Member Marques No report.

Council Member Hilton spoke regarding the VTA Policy Advisory Committee Better Bus Stop Program to install amenities and site improvements at their 3200 bus stops.

Council Member Cline gave a shout out to the Gilroy Rodeo and noted what a great event it was.

Council Member Tovar thanked the Gilroy Downtown Business Association for the music events held over the last several months. He also acknowledged the Gilroy Rodeo.

Mayor Blankley reported that she attended the Santa Clara County All Mayor's meeting where they discussed Proposition 1 that passed last spring, and retail theft legislation. She also noted that she would be accepting the grant money for the new crosswalk in front of the Gateway Apartments.

6. CONSENT CALENDAR

- 6.1. **Approval of the Action Minutes of the July 29, 2024 and August 5, 2024 City Council Regular Meeting.**
- 6.2. **Time Extension for a Vesting Tentative Map to Subdivide 3.37 acres for a 45 Unit Townhome Planned Development on Royal Way, APN 799-44-93, 94, 95, 96, 97, 98, 101, 109 & 110, Gilroy, CA 95020 (File Number TM 21-04).**
- 6.3. **Acceptance of Cash and Investment Report as of June 30, 2024.**
- 6.4. **Approval of Notice of Acceptance of Completion for FY24 Annual CDBG Sidewalk/Curb Ramp Project No. 24-PW-285 (Phase 1).**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: To Approve Agenda Item Nos. 6.1-6.4.

RESULTS:	PASS: 7 - 0
MOVER:	Tom Cline, Council Member
SECONDER:	Rebeca Armendariz, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

7. BIDS AND PROPOSALS

8. PUBLIC HEARINGS

9. UNFINISHED BUSINESS

- 9.1. **Selection and Appointment of Youth Commission Members.**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

The Council appointed the following youth:

1-year term:

Alfred James

2-year terms:

Anna Nguyen

Karin Sandoval Rodriguez

Jacob Ortega

Sofia Romero

10. INTRODUCTION OF NEW BUSINESS

10.1. Award a Contract to Paired Power in the Amount of \$172,903 for the Purchase and Installation of Two PairTree Solar EV Chargers and Adopt a Resolution Amending the Fiscal Year 2025 Budget.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: To Adopt a resolution amending Fiscal Year 2024 budget; and Award a contract to Paired Power for the purchase and installation of two PairTree Solar EV Chargers and associated support products and authorize the City Administrator to execute the agreement.

RESULTS:	PASS: 7 - 0
MOVER:	Rebeca Armendariz, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

Enactment No.: Resolution No. 2024-40

10.2. Special Event Permit Process and Program Revision.

Mayor Blankley opened Public Comment.

Jeff Orth thanked the Council for their work on this plan, and noted the increased costs associated with public events, especially downtown.

Danny Mitchell suggested Council put together a group of representatives who put on special events so they can all discuss the issues.

Maria Aguilar inquired about the omission of the La Ofrenda Festival from the report.

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

10.3. Food Truck Ordinance.

Mayor Blankley opened Public Comment.

Ron Kirkish noted that there are probably a number of Monterey Road businesses that do not want the food trucks on Monterey Road.

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

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

12. CITY ADMINISTRATOR'S REPORTS

12.1. Monterey Gateway Crosswalk Update

City Administrator, Jimmy Forbis noted that the City recently received grant funding for the Monterey Gateway crosswalk project and that construction would probably begin the middle of 2025.

12.2. End of Summer Recreation Report

City Administrator, Jimmy Forbis noted that the summer aquatics program grew by 40 percent compared to last year, almost 2,000 kids were signed up for lessons. He also report on the increase in the number of summer camp participants and the return of the summer camps at Gilroy Gardens Family Theme Park.

13. CITY ATTORNEY'S REPORTS

14. CLOSED SESSION

14.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to GC Sec. 54956.8 and GCC Sec. 17A.8

Properties: 10th Street Bridge: APNs 808-19-007, 799-30-006, 799-30-007, 808-19-020, 808-50-999, Thomas Luchessa Bridge: APNs 808-21-025, 808- 21-023, 808-21-021, 808-21-018, New Fire Station: APNs 808-18-003, 808-19-029

Negotiators: Jimmy Forbis, City Administrator

Other Party to Negotiations: John M. Filice Jr., Glen Loma Corporation

Under Negotiation: Price and terms of payment

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

The Council adjourned to the Closed Session at 8:30 P.M.

The Council unanimously voted to stay in Closed Session.

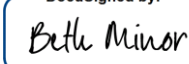
15. ADJOURN TO OPEN SESSION

The City Attorney advised no reportable action.

16. ADJOURNMENT

Meeting adjourned at 8:45 P.M.

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

DocuSigned by:

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/s/Beth Minor

Interim City Clerk

	City of Gilroy STAFF REPORT
Agenda Item Title:	Award a Three-year Contract to Alpine Landscapes in a Total Amount of \$1,163,958 with an Annual Not to Exceed Amount of \$387,986 for the Community Facilities District Landscape Maintenance Services, with up-to Two, One Year Extension Options, and Adopt a Resolution Amending the Fiscal Year 2025 Budget by \$28,927
Meeting Date:	September 9, 2024
From:	Jimmy Forbis, City Administrator
Department:	Public Works
Submitted By:	Heba El-Guindy, Public Works Director
Prepared By:	Matt Jones, Deputy Public Works Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

City Council:

- a) Approve award of a three-year contract to Alpine Landscapes in a total amount of \$1,163,958 with an annual not to exceed amount of \$387,986 for performing the Community Facilities District (CFD) Landscape Maintenance Services.
- b) Authorize the City Administrator to exercise at the end of the contract term the two, one-year extension options at the City's sole discretion.
- c) Adopt a resolution amending the Fiscal Year 2025 budget by \$28,927.

EXECUTIVE SUMMARY

The City's Public Works Department has a positive experience contracting with Alpine Landscapes to provide landscape maintenance services to the Community Facilities District (CFD) sites. Following approval of a formal bid process and evaluation of several vendors, the previous contract with Alpine Landscapes commenced on March 1, 2018 to

February 28, 2021 and has since been extended twice until its expiration date of August 31, 2024.

In response to the City's recent bid process for CFD landscaping maintenance services, six proposals were received from landscaping contractors and the most qualified contractor was selected by a review panel. A three-year contract with the selected contractor, Alpine Landscapes, will be in the total amount of \$1,163,958 including a 5% contingency. City Council approval of this contract is requested.

BACKGROUND

The City of Gilroy has made use of contractual services for landscaping maintenance for more than twenty years, adding additional facilities and services to the contract as the City has grown and constructed additional parks, landscaped roadways, public trails, and other facilities that have required landscaping maintenance services. These routine services include plant care, tree care, weeds and pest control, litter pick up, irrigation maintenance, and general maintenance such as seasonal leaf removal. The previous CFD Landscape Maintenance Services contract has ended on August 31, 2024, and a new contract needs to be established.

It should be noted that new developments are required to include stormwater runoff Best Management Practices (BMPs), which are mostly landscaped infiltration treatment facilities and control measures. The most common BMPs in Gilroy are bio-swales and bio-detention basins for managing stormwater runoff generated by developments. BMP regulations require mechanical, and not pesticide control of weeds, rodents and other vegetation. Manual trash and sediment removal are routine service requirements. Also regular preparation maintenance reports are required. In order to effectively manage these Stormwater Management (SWM) treatment areas, CFD sites have been created.

A CFD establishes a financing mechanism for developments that do not have Homeowners' Associations (HOAs) that would otherwise manage development-required landscape elements. As such, the CFD contract cost is heavily impacted by the rigorous manual maintenance required for these facilities.

The CFD landscape maintenance expenses are paid out of Fund 260 (City-Wide Fund). Residential properties in the CFD areas are assessed, and the cost of maintaining sites is assessed under the district financing procedures.

ANALYSIS

In planning for the new CFD Landscape Maintenance Services contract, a Request for Proposals (RFP) was issued on July 20, 2024. The RFP was advertised in the San Jose Mercury News and on the City's website. By the submittal due date of August 7, 2024, the City received six proposals from qualified contractors. Of the six proposals,

Alpine Landscapes was selected as the contractor to perform the CFD landscaping maintenance work.

All six proposals were evaluated by a three-person review panel consisting of the City of Gilroy Parks and Landscape Supervisor, Management Analyst of the City's Community Development Department, and Maintenance Manager of the City of Morgan Hill. All six proposals were evaluated on the following six criteria: Cost of Services, Staff Management Plan, Safety Practices and Workers Compensation Modification Rate Statement, Proximity of Contract Resources to Contract Sites, Demonstrated Personnel Expertise and Experience to Provide Range of Contract Services and Capabilities to Address Contract Challenges, and on References input. In addition, those who meet the current purchasing policy for local preference received five additional points. Ratings of the six received proposals are documented in the table below.

Community Facilities District Landscape & Maintenance Services No. 25-RFP-PW-503							
	Possible Points	Alpine	Bay Pro	BrightView	Gachina	Jensen	New Image
Criteria	Final Score						
1. Cost of Services	20	15.14	12.25	20.00	15.76	16.43	14.74
2. Review of Staff Management Plan	25	22.00	13.67	22.33	19.33	21.67	15.67
3. Review of Safety Practices and Workers' Comp Modification Rate Statement	10	9.33	6.33	8.33	8.00	8.33	5.33
4. Proximity of Contract Resources to Sites	15	15.00	11.33	11.33	11.33	15.00	9.67
5. Demonstrated Personnel Expertise to Provide Range of Contract Services and Capabilities to Address Contract Challenges	20	17.33	11.67	17.33	15.67	16.33	12.67
6. References	10	8.33	5.33	9.67	7.00	8.67	8.00
Evaluation Points	100	87.14	60.58	89.00	77.09	86.43	66.07
City of Gilroy Purchasing Policy for Local Preference - 5% of evaluation points		5.00				5.00	
Total Points	100	92.14	60.58	89.00	77.09	91.43	66.07

The City Council's 5% local purchasing preference applies to qualifying businesses within city limits, excluding public works construction and professional services. Eligible businesses must be local, current on business license, and compliant with city laws. The preference affects competitive bids by applying a 5% discount or extra evaluation points, but does not apply to contracts with other agencies, professional services, or emergencies.

Based on the panel's evaluation of each of the six proposals, Alpine Landscapes is recommended as the top-ranked landscape services contractor. Results of the review among the proposers were close, which signals the competitive service quality and pricing. The selection panel recognized that Alpine Landscapes provided an excellent service plan, presented the best project team, and brought a history of direct contract work experience provided to the City, including receiving local preference points as required by City Policy.

References for Alpine Landscapes were contacted, the State Contractor Licensing Board records were reviewed along with the company's workers compensation safety records.

Alpine Landscapes is familiar with the unique needs of the City of Gilroy and provided CFD landscape maintenance services for a number of years. The total fees under this new proposed three-year contract is \$1,163,958 including a 5% contingency.

ALTERNATIVES

City Council could choose not to award the contract to Alpine Landscapes. Not using Alpine Landscapes would require significant increase in staffing needs and would divert resources from other core services.

FISCAL IMPACT/FUNDING SOURCE

Funding for the CFD Landscape Maintenance Services would be drawn from Fund 260 (Community Facilities District). To fully fund the services in Fiscal Year 2025 including the 5% contingency, an additional \$28,927 needs to be appropriated, thus staff also recommends City Council approval of the attached Resolution for budget amendment. The fund has adequate fund balance to accommodate the additional \$28,927 needed for the services.

It should be noted that the proposed annual fee of \$369,510 is for the first three years of the contract and may vary if the contract is extended for one or two additional years.

Date	Amount
September 9, 2024 - September 8, 2025	\$387,986.00
September 9, 2025 - September 8, 2026	\$387,986.00
September 9, 2026 - September 8, 2027	\$387,986.00
Total 3-Year Contract Amount	\$1,163,958.00

PUBLIC OUTREACH

This item is included on the publicly posted agenda for the September 9, 2024, City Council meeting. The public will have a public hearing opportunity during the City Council meeting.

NEXT STEPS

Subject to City Council approval, the City Administrator will execute the contract with Alpine Landscapes, along with associated documents. The CFD landscape maintenance services will commence upon execution of the contract.

Attachments:

1. Contract with Alpine Landscapes for the CFD Landscape Maintenance Services.
2. Resolution for Fiscal Year 2025 budget amendment in the amount of \$28,927.

RESOLUTION NO. 2024-XX**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GILROY AMENDING THE BUDGET FOR
THE CITY OF GILROY FOR 2024-2025 AND
APPROPRIATING FUNDS IN THE COMMUNITY
FACILITIES DISTRICT FUND**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2023-2024 and 2024-2025, and the City Council carefully examined, considered and adopted the same on June 5, 2023; and

WHEREAS, City Staff has prepared and submitted to the City Council proposed amendments to the budget for Fiscal Year 2024-2025 for the City of Gilroy in the staff report dated September 9, 2024, Landscape Maintenance Services for the Community Facilities District.

NOW, THEREFORE, BE IT RESOLVED THAT the expenditure appropriation for Fiscal Year 2024-2025 in Fund 260 – Community Facilities District Fund shall be increased by \$28,927.

PASSED AND ADOPTED this 9th day of September 2024 by the following roll call vote:

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

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk

**AGREEMENT FOR COMMUNITY FACILITY DISTRICT (CFD)
LANDSCAPE MAINTENANCE SERVICES**

This AGREEMENT made this 9th day of September, 2024, between:

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

and CONTRACTOR: Alpine Landscapes having a principal place of business at
8787 Monterey Road Gilroy, CA 95020.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on September 9, 2024, and will continue in effect through September 8, 2027, with an option to extend one year at a time for a period of up to two additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days nor more than sixty (60) days prior to September 8, 2027, unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONTRACTOR 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 CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR 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. CONTRACTOR shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'S services.

C. Employment of Assistants

CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONTRACTOR'S assistants in the performance of those services. CONTRACTOR 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

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

ARTICLE 4. COMPENSATION

A. 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 annual compensation paid to CONTRACTOR exceed \$369,510 in addition to a 5% contingency of \$18,476.

B. Invoices

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

CONTRACTOR agrees to provide workers' compensation insurance for CONTRACTOR'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 CONTRACTOR'S employees.

C. Indemnification of Liability, Duty to Defend

As to all liability, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR or CONTRACTOR'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, CONTRACTOR 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. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR 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 CONTRACTOR under this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

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

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

G. Prevailing Wage

CONTRACTOR agrees and acknowledges that it is its obligation to determine whether, and to what extent, any work performed is or any workers employed relative to any construction to be performed under this Agreement are subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of CITY and the laws of the State of California and the United States, including, without limitation, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage requirements ("Prevailing Wage Laws"). To the extent Prevailing Wage Laws apply to work performed or workers employed for the purpose of performing work under this Agreement, CONTRACTOR shall fully comply with and ensure that all workers and/or subcontractors are informed of and comply with all Prevailing Wage Laws and specifically any applicable requirement of California Labor Code Sections 1720 et seq. and 1770 et seq. and the regulations thereunder, which require the payment of prevailing wage rates based on labor classification, as determined by the State of California, and the performance of other requirements on certain "public works" or "maintenance" projects. It is the duty of CONTRACTOR to post a copy of applicable prevailing wages at the job site. Prevailing wage information may be obtained at www.dir.ca.gov.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONTRACTOR and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR'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 CONTRACTOR. Such assignment shall not release CONTRACTOR from any of CONTRACTOR'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR'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 CONTRACTOR set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY's receipt of such notice of sale.

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

B. Termination by City for Default of CONTRACTOR

Should CONTRACTOR 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 CONTRACTOR. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONTRACTOR'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONTRACTOR'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONTRACTOR 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 CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY

may have, CONTRACTOR 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 CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONTRACTOR 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, CONTRACTOR, at the CONTRACTOR'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 CONTRACTOR to CITY.

D. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR 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 CONTRACTOR's duties by any new CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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, CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR and that no person associated with CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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.

CONTRACTOR:

CITY:

Alpine Landscapes

CITY OF GILROY

By: _____

By: _____

Name: _____

Name: Jimmy Forbis

Title: _____

Title: City Administrator

Social Security or Taxpayer

Identification Number _____

Approved as to Form

ATTEST:

City Attorney

Interim City Clerk

EXHIBIT “A”

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR 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, CONTRACTOR agrees to assign Ryan Dinsmore, 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, CONTRACTOR 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

CONTRACTOR shall commence the Services upon delivery to CONTRACTOR 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, John Sousa shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONTRACTOR or if otherwise delivered as provided in the **Section V.H.** (“Notices”) of this **Exhibit “A”**.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONTRACTOR written Notice of Final Acceptance, and CONTRACTOR shall not incur any further costs hereunder. CONTRACTOR 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 CONTRACTOR has not completed all of such Services as required by this Agreement, CITY shall so inform CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR’S representations and warranties regarding its skills, qualifications and licenses. CONTRACTOR 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 CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONTRACTOR 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 CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR’S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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 CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years (from the date of final payment to CONTRACTOR), 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 CONTRACTOR, 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 CONTRACTOR and all other written and oral information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR 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 CONTRACTOR which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR'S disclosure thereof) shall be deemed confidential. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall not be responsible for, and City shall indemnify CONTRACTOR 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: John Sousa
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: Ryan Dinsmore
Alpine Landscapes
8787 Monterey Road
Gilroy, CA 95020

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

CONTRACTOR 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 CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, 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

LANDSCAPE MAINTENANCE AREAS

Landscape maintenance areas shall consist of City parks, landscaped City facilities, slope areas, medians, streetscapes, trails, and drainage channels identified in the Contract Landscape Location Information Sheets. These areas shall include all turf, trees, shrubs, ground covers, planters, slopes, vines, sidewalks, paths, courts, courtyards, decks, park equipment, BBQs and group BBQ facilities, parking lots, roadways, medians, open space areas, gutters, v-ditches, bicycle trails, street barriers, fence lines and irrigation systems.

NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- Contractor shall perform the required maintenance service Monday-Friday between the hours of 6:00 AM and 6:00 PM. Maintenance functions that generate excess noise causing annoyance to residents of the area are not permitted.
- The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, special events, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.
- Any modification in the hours and days of maintenance as stated in the Contractor’s service schedules/calendars are subject to approval by the City.

PERSONNEL

- Positive public relations are an important part of this contract service. Services provided under the City-Wide landscape services contract are a critical part of providing and maintaining public use facilities. Contract staff serves a vital role in delivering these public services. Contract staff must maintain both professional image and behavior whenever in contact with citizens. Contract staff shall be trained on how to conduct themselves during public contact and simultaneously provide the appropriate customer service. Contract staff must always maintain a neat and clean appearance and must be easily identified with apparel bearing a company insignia such as a safety vest.
- A background review and security clearance for all on-site contract employees is required. Contractor shall provide all needed information to the City’s representative and make employees available for fingerprinting at a site to be determined. Contractor shall provide any background information needed for the Department of Justice (DOJ) and the Department of Motor Vehicles (DMV) driver’s record review. Furthermore, a one-time drug testing or evidence of a drug screening may be required for background review. All costs for background checks are the responsibility of the Contractor.
- The contractor shall provide personnel that is fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair. Contract staff shall have knowledge of repairing all types of components to include irrigation controllers, valves, moisture-sensing devices, sprinkler heads, and with all brands and models of irrigation equipment used within the City.
- The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- The Contractor shall provide personnel capable of verbal and written communication in professional level English. The Site Supervisor and Irrigation Tech shall have a cell phone with email access.

- The City expects the Contractor's staff to give City representative(s) all items lost or misplaced by the general public, regardless of perceived value, found on contract sites. The Contractor shall communicate this expectation to all employees.
- Contract employees shall carry an ID badge with their photo that is visible on their uniform or safety vests.
- The City will provide mandatory BMP (Best Management Practices) training for all contract landscape maintenance staff regarding Storm Water Management and operational best practices. City will provide Spanish/English translator.
- Contractor's representative(s) shall attend the City's annual traffic safety class. This should include those in charge of setting up traffic control for Contractor.

SERVICE CHANGES

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the General and Specific Landscape Maintenance Specifications or change the frequency of the services during the contract period. A Request for Quote will be issued for additional service work or one-time contract work. A change order will be issued with a two-week notice. Any change in specification that causes the contractor to suffer additional expenses shall be adjusted based on the Fee Schedule or negotiated upon written justification.

VANDALISM AND REPAIR OF DAMAGE

Contractor shall report to the City Representative(s) any damage to City property, including, but not limited to, vandalism, natural disaster, and third-party negligence. If the Contractor, its employees or subcontractors cause damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

PROTECTION OF EXISTING SITES AND STRUCTURES

The Contractor shall protect from damage all existing sites, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's negligence or failure to use due care shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, Contractor shall verify and locate any underground utilities. This does not release the Contractor's duty to take reasonable precautions when working in these areas. Any damage or problems shall be reported immediately to the City.

SERVICE FREQUENCY AND SCHEDULES

Inspect and service every site based on the sample with once per week as a base standard. Varying frequencies may be approved as necessary to ensure specifications and standards are met.

The Contractor shall, within ten (10) working days before the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Work schedule shall be based on a 12-month calendar identifying and delineating the time frames for the required work by the day of the week.

The Contractor shall submit revised schedules/calendars when actual performance differs substantially from planned performance. Revisions shall be submitted to the City's representative(s) for review and, if appropriate, approval would be granted within five (5) working days prior to scheduled time for the work.

At the discretion of City staff, weekly inspection meetings will be held (or more frequently if deemed necessary by the City) between the Contractor and the City representative(s). Meetings are to be scheduled to determine progress, review weekly site inspections, and address any changes in schedules, problem areas, etc.

Contractor shall notify the City, in writing via email, at least two (2) weeks prior to the date and time of all pre-approved "Specialty Functions". "Specialty Functions" are defined as:

- Fertilization
- Tree Trimming/Management
- Aeration of Turf

Performance During Inclement Weather

During the periods that rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping. Leaf and down branch pickup and drain cleaning are a high priority. Contractor shall continue landscape tasks that can be safely performed in the rain such as sidewalk pruning, low limb removal, or items that the Contractor's inspector discovers.

EXTRA WORK/EXCLUDED WORK

The following tasks shall be treated as extra work items:

- Soil Testing
- Major Tree Trimming. Major tree trimming is defined as work that requires an aerial lift, tree climbing or work that is unable to be completed from the ground with a pole saw, or a pole chainsaw.
- Filling of holes in turf or shrub beds.
- Major irrigation repairs such as controllers, mainline repairs, valve replacement, and irrigation wire repairs, pumps, and backflow devices (see Irrigation)
- Turf over seeding and top dressing will be handled by City staff.
- Doggie Bag Dispenser maintenance and replenishment of bags.
- Electrical system maintenance and repairs.

GARBAGE, LITTER AND DEBRIS REMOVAL

- Garbage, litter, and debris shall be removed as needed to prevent citizen complaints and prepare turf areas for mowing and general facility use. Trash containers shall be serviced and emptied when 1/3 full or when there is a detectable odor.
- Litter and plant debris will be removed from landscaped, hardscape, and adjacent open space areas on a regular basis to achieve neat, clean, and attractive facilities. Landscape debris will not be blown into streets and left unless collection of such debris has been previously approved and coordinated with City staff.
- Heavy litter and garbage days will require that multiple service vehicles and staff be provided. Aggressive mobile staffing levels for cleanup will be needed on Sundays, Mondays, and the day after holidays are observed to ensure prompt removal of litter and garbage at contract sites.
- Shopping carts and garage sale signs in and on the perimeter of contract sites shall be considered a part of the garbage and litter removal service. Functioning shopping carts are to be placed in the corner of the employee parking lot. Non-functional shopping carts are to be loaded into the metal bin at the Corporation Yard.

- Disposal of garbage, litter, and debris shall be made at the City Corporation Yard disposal areas and any available on-site trash dumpsters. Alternate yard waste disposal sites other than the City's Corporation Yard may become available and will be reported to the Contractor by the City representative. Contractor shall also have dumping capabilities so that waste can be kept inside the bunker at the City's Corporation Yard.

LANDSCAPE MAINTENANCE (FACILITIES, PARKS, TRAILS, SLOPE AREAS, PARKING LOTS)

A. GENERAL (Items below to be completed per Service Schedule)

- All animal feces or other materials detrimental to human health shall be removed per the Service Schedule.
- All broken glass and sharp objects shall be removed per the Service Schedule.
- All areas shall be inspected per the Service Schedule and maintained in a neat, clean, and safe condition at all times.
- All areas shall have leaves and debris removed per the Service Schedule.
- All areas shall be inspected for vandalism, safety hazards, and serviceability per the Service Schedule. Deficiencies shall be reported immediately to the City Representative(s) via email.
- All sidewalks within the City areas shall be swept or cleaned, if necessary, to remove any glass or heavy debris.
- All sidewalk areas abutting maintained areas shall be cleaned when soiled by Contractor's operations, and at other times, as required.
- All leaves, paper, and debris shall be removed from landscaped areas and disposed of offsite.
- Trashcans provided by the City shall be emptied per the Service Schedule. Contractor shall provide plastic liners for all trashcans at Contractor's expense per the Service Schedule.
- All "V" drains shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
- All other drainage facilities shall be cleaned of vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City.

B. HARD SURFACE AREAS

- All areas shall be swept weekly to remove all deposits of silt and/or sand. Any unsafe condition shall be removed upon discovery per the Service Schedule.
- All areas shall be inspected per the Service Schedule and maintained in a neat, clean, and safe condition at all times.

PLANT CARE

The latest edition of the **Sunset Western Garden Book** shall be the general guideline and reference tool for care and maintenance of all plant material.

A. SHRUBS AND GROUND COVERS

- Pruning will be done in a manner to enhance the natural form of the plant and maintain the design intent for the landscape. However, there are, or can be landscaped areas with security concerns that will require alternate pruning for safety visibility. The City representative will notify Contractor of special pruning sites.
- Typically, shrubs which are planted along walls and fences should be maintained in a manner which will allow the plant material to soften the hard, structural feature.

- Where the design intent is to have sweeps of shrubs, the plants shall be allowed to grow together.
- In some areas, it may be more appropriate to remove some shrubs entirely and allow adjacent plant material to fill in rather than try to keep the plants in bounds with repeated pruning.
- Keep shrubs and ground over 6"-12" from buildings, walls, trees, and shrubs. Shrubs and ground cover shall not be allowed to encroach upon walks or curbs.
- City will provide a species-specific and site-specific pruning guideline appendix for selected plants to the Contractor who is awarded the contract.
- Examples of the City's expectation of plant care are as follows:
 - i. Vines and overhead vegetation (up to 18') on or over hanging walls/boundary fences shall be trimmed from growing on private property, i.e. back side of wall. This does not apply to existing vines that have already overgrown. If adjacent property owner request ivy or vegetation trimmed from the top of the wall, the Contractor shall be required to remove it.
 - ii. Hedge plants shall be allowed to grow together.
 - iii. Rosemary and like ground covers to be cut back to 8-12" in height, except where rosemary is already overgrown.
 - iv. Ornamental grass is to be pruned back during the winter months.
 - v. Ground cover roses are encouraged to grow together and are to be kept under 24" in height.
 - vi. Ground cover roses are to be encouraged to grow together and are to be kept under 18"-24" in height.
 - vii. Spring flowering perennials are to be cut back after flowering. Examples are lavender and daylilies.
 - viii. A three-foot radius of free space shall be maintained around all fire hydrants. Low ground (under 6") cover is acceptable.
 - ix. Allow plants to grow to their natural shape
 - x. All shrubs and ground cover are to be trimmed not to interfere with irrigation operation or to encroach on to private property or Right-of-Way. Line of sight traffic safety issues as identified by the City's Engineering Department will also determine proper height and appearance.
 - xi. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
 - xii. All shrubs are to be trimmed symmetrically in natural form and proportion, but not to interfere with vehicular and pedestrian clearance, visibility, and access, unless otherwise directed by a City's representative. Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance. Line of sight traffic safety issues as identified by City Contract Inspector will also determine proper height and appearance.

B. TRIMMING AND CARE OF TREES

- Qualified professional personnel shall perform all pruning. Only recognized an approved methods, techniques, and standards shall be used. Trees pruned improperly or damaged will be replaced by Contractor with plants of the same appropriate size as determined by the City inspector.
- All tree pruning shall conform to the Best Management Practices for Trees published by the International Society of Arboriculture and adhere to the most recent edition of the American National Standards for Maintenance Tree Care Operations (ANSI A300)

- Contractor shall raise trees as needed or directed by City staff and/or designated representative.
- Pruning of trees shall be done for the following conditions:
 - i. To maintain clearance for pedestrians (8'), roadways for vehicles (15'), or from facilities (5').
 - ii. Property line/boundary pruning for both balance and good neighbor pruning for sound walls, parks, and pump station areas.
 - iii. To provide visibility site lines of pedestrians and motorists.
 - iv. To maintain walkways and maintenance bands free from obstruction and/or safety issues.
 - v. To improve or enhance tree growth.
 - vi. To eliminate or reduce potentially unsafe conditions.
 - vii. To correct shape, particularly for wind disfigurements.
- Remove no more than 20% of live foliage within the trees during one pruning operation.
- All cuts shall be thinning cuts as opposed to heading cuts. This means leaving a lateral branch no less than 1/3 of the diameter of the parent branch, or completely removing the branch at its point of origin.
- All cuts shall be distal to the branch bark ridge, or if present, the branch collar. The cuts shall be close to but shall not injure the branch collar.
- Interior branches shall not be stripped out. Lion tailing is not permitted.
- Contractor shall prune young trees under 18' in height to develop permanent scaffold branches, remove crossing branches, remove diseased or damaged growth, or eliminate narrow branch crotches.
- Major tree trimming is not included. Major tree trimming is defined as work that requires an aerial lift, tree climbing or work that can't be performed from the ground with a pole saw or pole chainsaw.
- Trees shall be inspected regularly for hazardous conditions. Corrective action shall be promptly performed by the Contractor and the City shall be notified.
- Contractor to coordinate with City staff on large pruning projects so that the City can chip branches. A notification of ten (10) working days is required in non-emergency conditions.
- Periodic re-staking and tying shall be completed as needed. Plant ties shall be checked frequently and adjusted to prevent girdling. Trees shall not rub against stakes at any time. When trees no longer require the support of stakes, contact the City for authorization to remove stakes and ties.
- Young trees which are leaning due to underdeveloped trunk caliper will be staked at the direction of the City.
- Fallen trees or branches shall be promptly removed. Promptly notify the City for any large trees that are down.

C. Planting

- Base planting to be used on existing plant type on landscape sites
- Material and labor to be included.
- The City may request quotes on specific types and quantities of plants.

LANDSCAPED ROADWAYS, ROUNDABOUTS, AND MEDIANS

- The Scope of Work for medians not only includes the landscaped areas but also those areas of the median that are attached or directly adjacent to cobble/concrete hardscape per its design. Noses and turn lanes are examples of this condition.
- Non-landscaped medians that are not included in **Attachment B** are to kept weed-free and litter shall be picked up weekly.
- Plant material shall not be allowed to obstruct any site line of vehicular traffic and shall be kept below 36" in height from the road surface in any areas where traffic sight lines may be impacted. City Traffic Engineer and Landscape Inspector may provide direction as requested for proper maintenance.
- Irrigation shall be adjusted and inspected as often as needed to ensure no unsafe condition is created by irrigation run-off onto road surface or over spray onto vehicles.
- All maintenance personnel shall wear Class 3 Safety Vests while working on medians. At no time shall major work be performed in the roadway without City-approved Traffic Control Plan and all required traffic control signage in place.
- Contractor is responsible for ensuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.
- When closing a lane for landscape maintenance work, an electric sign board (arrow) shall be used in high speed and/or high traffic areas i.e. Santa Teresa. Work shall only be performed on the closed lane side.
- Cones are to be bright orange in color. Old and faded cones are not acceptable and should be replaced immediately.
- Notify City staff via email when high speed or high traffic areas are to be serviced.
- If the work to be performed in medians and roundabouts will take less time to complete than the time it takes to set up traffic control, then no traffic control is necessary. Examples of this would be weed spraying, litter control or irrigation maintenance.

TURF CARE

A. TURF MOWING

- i. The Contractor shall not mow or use any equipment of turf areas when frost is present or if the turf is saturated, or standing water is present. Mowing should not begin until turf area is free of litter and trash.
- ii. Mowing shall be accomplished with rotary mulching mowers. Blades shall be kept sharp to produce a clean cut. Mowers shall be kept clean and free of fuel, oil, hydraulic fluid, and grease leaks.
- iii. Mowing equipment shall be washed between sites to minimize the spread of weed seeds.
- iv. Mowing patterns shall be alternated to avoid creating ruts and compaction.
- v. Use caution when mowing berms or uneven areas to avoid scalping turf. Rodent dirt mounds need to be knocked down, spread, or removed so as to reduce turf loss until rodent activity is abated
- vi. Mowing shall typically be performed as needed from December through March and at least weekly from April through November. This is only a guide and will vary based on weather. Mowing shall be frequent enough so that no more than 1/3 of the leaf is removed at each mowing. During active growing season, mowing may need to be done twice weekly on play fields. Mowing height shall be 3 ½ unless otherwise directed by City staff. Sports Field mowing heights may change during seasonal play.
- vii. All clippings shall be efficiently mulched to leave no visible trace or picked up and 100% removed.

only when necessary. Clippings are to be removed and brought to a designated dumping site. At no time shall unsightly clippings be left before vacating site following mowing operation.

- viii. Contractor shall have a spare mower of comparable size available within 24 hours of a mower breaking down.
- ix. Keep grass clippings away from waterways and out of the street.

B. TURF AERATION

- i. All turf (not including the no-mow turf) shall be core aerated in September/October and again in April.
 - a. Cores should be reincorporated into the turf.
 - b. Core size should be ½" in diameter
 - c. Alternate methods of relieving compaction may be authorized by the City.
- ii. Prior to any cultivation activity, all irrigation heads, valves, and utility boxes shall be flagged. The soil shall be allowed to dry prior to cultivation.

C. EDGING

- i. When turf abuts concrete walkways or concrete mow band, turf shall be edged with a metal blade edger. If a spin trimmer is required to edge around utility boxes, or wooden header boards, it shall be held so that the cut is vertical. A bevel cut will not be used. After mowing or edging hardscape (walks/drives/patios/streets) shall be swept or blown clean. Debris will not be left in street gutters or removed before vacating the site.
- ii. Tree wells are to be maintained with a neat turf edge and wells shall be kept weed free.
- iii. Chemical edging shall not be used anywhere.

D. TURF FERTILIZATION

- i. Fertilization schedule for all turf shall be as follows:
 - a. March/April 44-0-0 Polyplus SL
 - b. Late August, Early September 16-8-8
 - c. November 44-0-0 65% Polyplus SL Urea
- ii. Fertilizer use shall be reported with pesticide use.

E. TURF PEST CONTROL

- i. Weeds – All turf grass in the CFD areas are relatively new with very few broadleaf weeds. At this time, it is recommended that broadleaf weeds be manually removed, or spot sprayed.

PEST CONTROL

- **Non-Turf Weed Control Plan** – Develop an annual weed control plan that would produce a cost-effective approach that also provides high quality results for shrubs and ground cover, annual flowers, bicycle/walking trails, open space edges/post and cable/fence lines and hardscape (cracks and crevices) including sidewalk and curb and gutter frontages. Control weeds with pre-emergent herbicides and selective systematic herbicides or through mechanical means, i.e. mowing, hoeing, and weed whipping.

- **Written Pest Control Recommendations** – A written pest control recommendation from a licensed pest control advisor will be required for all pesticide applications. The Contractor shall provide copies of all recommendations to the City at least five (5) working days prior to application. Recommendation shall take into consideration drainage to waterways (Uvas Creek), drain inlets, and adjacent schools. Recommendation shall evaluate pesticides used and application activities performed. The recommendation should also identify pollution prevention and source control opportunities.
- Prohibit application of pesticides, herbicides, and fertilizers as required by DPR 11-004 Prevention of Surface Water Contamination by Pesticides enacted by the Department of Pesticide Regulation.
- No spraying shall be within 48 hours of predicted rainfall with greater than 50% probability as predicted by the National Oceanic and Atmospheric Administration (NOAA).
- Collect and properly dispose of unused pesticides, herbicides, and fertilizer containers.
- Spraying of weeds in playground areas is strictly prohibited. Weeds are to be manually removed.
- Reoccurring unwanted plants (i.e. berry bushes, poison oak) are to be sprayed to kill plant roots or removed by digging up system.
- Trees in Turf – Maintain a minimum of a 3' weed free radius.
- Product Use Summary – Prior to the 15th of each month, the Contractor shall provide the City a summary of pesticides used the prior month. Contractor is to provide the product's Environmental Protection Agency (EPA) registration number as well as the amount of product used.
- **Posting** – Post all entry areas with spray notices when showing intent to spray public use areas. Verbally notify public visitors when spot spraying when in the area. Remove facility spray notices when spraying is complete unless product label requires different posting requirements.
- **Molluscicides** should be iron phosphate based or other City approved control.
- **Pest Control Licensing** – The Contractor shall have a qualified person who holds the appropriate California Department of Pesticide Regulations licensing oversee all pesticide applications. If restricted materials are used, the applicator must be licensed.
- **Trails** – Keep all trails shoulders free of weeds 2' from any trail hardscape edges. Concrete fences shall be kept weed free 12" into preserve areas.
- Minimal insect control is practiced and is to be handled on a case-by-case basis. Contractor shall make the City aware of any pest problems and provide the City with a pest control recommendation along with a quote for future work. The City will not be charged for this service.
- Minimal disease control is practiced and is to be handled on a case-by-case basis and will be charged as extra.
- Rodent Control
 - A. All mounds, burrows, or other minor damage shall be discovered in a timely manner and repaired by Contractor. Rodent problems should be identified and reported to the City in their early stages as part of weekly inspections before causing critical damage to areas. Lack of early discovery will be considered negligence on the part of the Contractor. Depending on the scope of the problem, rodent control in the form of baiting or trapping will be recommended and work will be subsequently scheduled.
 - B. Gopher
 - The Contractor shall obtain a written pest control recommendation from a licensed Pest Control Advisor for baiting for gopher control. All bait shall be placed below ground in the burrow system. Any spilled bait shall be promptly picked up. Any deceased gophers found on the surface shall be collected and properly disposed of.
 - If trapping is to be used, all State Regulations must be followed. Contractor shall notify and obtain City approval on sites and locations.

- The contractor shall comply with all other provisions of pesticide requirements.
 - The contractor shall promptly remove or disperse any soil mounds discovered on the turf.
 - Contractor to give city a per-treatment per site price. A total of ten site visits will be included in the price but charged as work as needed. The City will not be charged if it is determined no rodent control is necessary.
 - No chemical control of rodents in Low Impact Development Structural Control Measures such as bioretention ponds, bio-swales, or infiltration ponds of any kind.
- C. Ground squirrel control shall be handled on a case-by-case basis and coordinated with the City representative. Ground squirrels will be treated as an additional cost and is not included in this contract.

IRRIGATION

- Contractor and its employees shall inspect and test all irrigation systems for system operability, component malfunctions and adjust schedules to address weather changes and irrigation requirements on a biweekly basis. Any signs of irrigation malfunctions will be immediately addressed, and system checks will become as frequent as necessary to ensure problems are fully resolved without any further damage. These inspections may also become more frequent in certain areas that are under observation due to chronic malfunctions or vandalism. Between November 1st and March 1st, if systems are turned off due to weather conditions, monthly inspections will be acceptable for ensuring that no damage has been rendered to the systems.
- **After Valve** – The Contractor shall be responsible for all labor for the irrigation repairs after the valve including the solenoid, rebuilding of the valve, lateral lines, sprinkler heads, and including adjustment to sprinklers. Contractor to bill the City for all irrigation material costs plus a 15% markup.
- **Before Valve** – Replacement of remote-control valves, rebuilding or replacement of quick couplers, flow control valves, master valve, backflows and mainline repairs are not included and shall be billed to the City at an hourly rate basis or on a bid basis. The City's representative will approve work to be done on a case-by-case basis. All irrigation materials used will be charged to the city at cost plus a 15% markup.
- An irrigation audit shall be finalized during the winter months listing all extra work to be completed to improve system efficiency, i.e. raised heads, upgrading of nozzles. This audit shall be delivered to the City representative at a date to be later determined.
- Under no circumstances can a system go unchecked long enough to cause any problems with startup when weather conditions warrant systems to be fully operational. Contractor shall set and program automatic controllers for seasonal watering requirements. A sign-in sheet shall be placed inside each irrigation controller box that designates by date and signature each time the system is inspected or adjusted for non-central station controllers.
- All replacement materials are to be with new original types and model's materials unless a substitute is approved by the City representative.
- Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.
- Notify the owner in writing of any conditions that are discovered which may prevent the system from delivering the correct amount of moisture.
- Adjust risers and sprinkler locations to compensate maturing landscape. This work shall be completed at an additional cost. The Irrigation Technician shall notify City staff of needed work.

- Reflect actual evapotranspiration (E.T) requirements and requirements of soil and plants when programming controllers.
- Eliminate runoff onto streets, sidewalks, and other non-target areas by using Cycle/Soak when programming controllers.
- Provide sufficient time for soil to dry out between irrigations.
- Maximize public use of City property when programming controllers.
- Repairs of any irrigation components or property damaged by Contractor as a result of negligence, error or omission by Contractor shall be the full responsibility of the Contractor.
- **Remote Control Valves** – A variety of RCVs are utilized throughout the City. Along the 3rd Street corridor, Rainbird PESB-NP-NAN series RCVs are used. The Contractor should be familiar with all types of modern remote control valves.
- **Quick Coupler Valves** – The standard quick coupler valve is the single slot Rain Bird 44 or Buckner QB44RC10. A few 3/4" valves may be found in some older sites. Quick couplers repair is a City responsibility.
- **Master Valves & Flow Sensors** – Master valves used are normally open Superior 3300. Master valves and flow sensors are the City's responsibility to repair.
- **Fixed Spray Heads**
 - i. The standard pop-up fixed spray head is the Rain Bird 1800 Series SAM-PRS. The 12" pop-up is generally used in ground cover, shrub, and bedding plant areas. 4" has been used in turf. If it is necessary to replace a 4" body in a turf area, it should be upgraded to a 6" pop-up.
 - ii. All heads used on recycled water liens must be equipped with purple caps.
- **Rotor Sprinklers** – A variety of rotor heads are used in the City systems. The Contractor should be familiar with all types of rotor sprinklers. These CFD sites use mainly MP Rotators.
- **Drip** – in-line drip, on-line drip and multi outlet drip is being used along the 3rd Street corridor and at the Mesa Soundwall. The Contractor should be familiar with all types of drip systems.
- **Flow Sensors** – Data Industrial (Badger) flow sensors are used at many sites. Flow sensors are the City's responsibility to repair.
- **Pumps** – No pumps are used on these sites.
- **Controllers and Programming**
 - i. All CFD sites use the Rain Master Evolution. Most of the on-line controllers are linked to flow meters and master valves and will shut down the system if high or unscheduled flows are detected. Low flow and electrical faults are also detected by the central system. The central controller is linked to an on-site weather station and that data is used to adjust station run times and shut down during unfavorable weather events. The landscape contractor is expected to communicate with city staff regarding site irrigation needs. The city will service irrigation controllers.
 - ii. City staff will program controllers which are on-line with the central system. Irrigation programming will be coordinated around facility use.
 - iii. The general guide for irrigation is to water deeply but infrequently. The soil surface should be allowed to dry between irrigations. Typically, three irrigations per week is sufficient for turf. Irrigation schedules must consider public use of the facility and hydraulic capacity of the systems. Irrigation programming will be coordinated with the City.
 - iv. Upon completion of work, verify that all cabinets are properly locked before leaving the area. Due to the potential damage to systems from leaving a cabinet unlocked, this type of infraction will be considered an egregious act of negligence by the Contractor.
 - v. When site irrigation is checked or serviced, the Irrigation Technician shall sign and fill out the Controller Maintenance Sheet provided in each controller.

- **Recycled Water** – Sites along 3rd Street are irrigated with recycled water. This is disinfected tertiary treated wastewater which is provided by the South County Regional Wastewater Authority. All irrigation heads and pipe shall be color coded purple or otherwise labeled. Only Acme threaded quick couplers shall be used on recycled water systems. Employees working on sites with recycled water shall be trained on the precautions to use. The contractor foreman or supervisor is encouraged to attend the Annual Supervisors Training conducted by the South County Regional Wastewater Authority. Contact the City for additional information.
- **Care for Storm Water Elements – Low Impact Development Structural Control Measures (LID SCMs).**
 - i. **Bioretention Features and Maintenance & Operations work includes:**
 - Report and fix any pedestrian paths that develop. Contractor shall work with the City to rectify the problem.
 - Remove all trash and debris on service schedule.
 - Fix rodent holes and erosion with proper materials per design specs.
 - Manually remove all weeds.
 - Trim overgrown plants that are blocking the inlets or outlets, or if they are growing into the public right-of-way.
 - No pesticides, herbicides, or other chemicals may be used in or around the bioretention features.
 - Remove sediment buildup at the bottom of the bioretention feature. Sediment buildup of over 1 cubic yard shall be removed by the City.
 - Replace dying or dead vegetation as needed. Plant replacement is not included in this contract. Contractor shall notify the City of dying or dead vegetation. City will contract with Contractor to replace plants.
 - Adjust irrigation schedule, if needed, for healthy plants.
 - Report and remediate odors. If there is an odor problem, Contractor shall notify the City representative. Contractor will work with City to correct the problem.
 - Report and fix any pedestrian paths that develop. Contractor shall notify the City to the presence of any pedestrian paths that develop. Contractor shall work with the Contractor to rectify the problem.

Control rodents in bioretention features by non-chemical means.
 - ii. **Bioswales (Along 3rd St and Hecker Pass Park) features work includes:**
 - Water must flow downstream to inlet. Confirm there is no evidence of long-term ponding which causes dying plants and/or bare spots at the bottom of the swale.
 - Fix any flow paths that develop.
 - Remove all trash and debris on service days.
 - Fix rodent holes and erosion with proper materials per design specs.
 - Manually remove all weeds.
 - Trim overgrown plants that are blocking the inlets or outlets, or if they are growing into the public right-of-way.
 - No pesticides, herbicides, or other chemicals may be used in or around the swales.
 - Remove sediment buildup at the bottom of the swale. Sediment buildup of over 1 cubic yard shall be removed by the City.
 - Fix ponding by replacing soil per design specs. This shall be done by the City or Contractor shall be mobilized to make repairs.
 - Replace dying or dead vegetation, as needed. Plant replacement is not included in this contract. Contractor shall notify the City of dying or dead vegetation. City will work with Contractor to replace plants.
 - Adjust irrigation schedule, if needed, for healthy plants.

- Report and remediate odors. If there is an odor problem, Contractor shall notify the City representative. Contractor will work with City to correct the problem.
- Report and fix any pedestrian paths that develop. Contractor shall notify the City to the presence of any pedestrian paths that develop. Contractor shall work with the City to rectify the problem.
- Control rodents in bioretention features by non-chemical means

KEYS, DEFICIENCY, SEVERANCE AND TERMINATION

Locks and Keys

The Contractor shall be responsible for the series of keys assigned to them and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe, all keys or locks issued or used by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City representative(s) within 24 hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of replacing the lock and rekeying the site or duplicating additional keys

Upon termination or cancellation of the contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City. The Contractor shall reimburse the City for the total cost, as determined by the City, for the total cost of keys not returned.

- **Deficiency Notice Procedures**

- i. Deficiencies will be recorded and presented to the Contractor via e-mail, fax, or United States Postal Service (USPS). The Contractor shall respond within 24 hours with a plan to remedy and to prevent future occurrence. Contractor will be responsible for providing follow-up documentation. Contractor supervision is responsible for re-inspection of the problem areas before notifying the City the problem has been resolved.
- ii. Contractor's management team must be available for face-to-face meetings called by the City within 48 hours of notification.
- iii. Failure to resolve the problem will result in a written vendor non-compliance report seeking a written response from the Contractor's management outlining a permanent resolution to the problem. Patterns of complaints, which may indicate the Contractor's failure to adequately staff, train and supervise, shall warrant a face-to-face meeting with the highest level of the Contractor's management deemed necessary by the City in order to clarify the Contractor's obligations and produce a written work plan and time frame for remedying the deficiencies.
- iv. Failure to resolve a written non-compliance report will result in one or all of the following:
 - Payment deductions to the Contractor for services not performed per contract where City had no service or reduced service.
 - Termination of selected contracted service area(s) because of contractor's continued failure to perform in the designated areas.
 - Total contract termination for failure to perform after repeated "Notices of Non-Compliance" have been issued.
 - Contract work that Contractor failed to perform and City staff was required to complete on the Contractor's behalf will be back charged (labor and equipment to Contractor).

- **Right of Severance and Termination**

- i. **Remove Worker** – The City shall have the right to request removal of any specific Contractor worker from City contract properties for any of the following reasons:
 - The worker is deemed by the City to be incompetent or negligent based on the worker's inability to execute required project tasks.
 - The worker fails to adhere to the City's standards.
 - The worker engages in misconduct.
- ii. **Termination** – The City reserves the right to terminate this contract with the Contractor upon ten (10) days advance written notice should Contractor fail to meet the obligations of the contract as noted above. Such failures include, but are not limited to:
 - Consistent failure to respond to requests for service or to remedy contract deficiencies,
 - Consistent failure to provide qualified, trained workers and supervisors,
 - Contractor failure to keep City informed.
- iii. **Back Charges** – City will bill Contractor for work not performed where City staff had to fill in.

ONSITE SAFETY

Maintenance and Operation of Equipment and Vehicles

The Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment and vehicles. Contractor shall repair or replace, immediately, all equipment deemed by City to be unsafe, irreparable or in unsatisfactory condition. All vehicles shall have the contractor's name visible to the public.

Contractor shall operate equipment and vehicles to minimize service vehicles driving off pathways and hardscape onto turf and planters with irrigation and plants to prevent damage. Contractor shall use street frontages and parking areas rather than pathways and sidewalks when possible while operating vehicles in contract sites.

String Trimmers

Contractor shall train staff and operate all string trimmers in a safe manner. Training shall include proper techniques in avoiding flying debris and protecting staff, pedestrians, and vehicles from harm. Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. String trimmers shall not be used around trees. A 2' to 3' soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City. Any trees damaged by string trimmers or mowers shall be replaced at no additional cost to the City.

Reference Materials

The following documents will be used to apply best and proper landscape practices and procedures unless otherwise specified or instructed. All specifications for materials to be used and construction guidelines will be based on the City of Gilroy Construction Standards unless otherwise noted and/or approved.

- Sunset New West Garden Book (Latest edition)
- Standard Practices of the International Society of Arboriculture

Cal-OSHA Requirements

The Contractor shall comply with all provisions of the California Occupational Health and Safety Act (OSHA), taking all precautions in the performance of the service to prevent injury to persons and property

Accident Reporting

The Contractor shall immediately notify the designated City representative(s) of any accident, regardless of whether or not injury or damage is evident, involving the public and the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

MANAGEMENT AND SUPERVISION

The Contractor shall provide fully trained and qualified personnel. The staff activity will be closely monitored by City representative(s) at each site to detect operational irregularities and non-compliance with the Contract. It is the responsibility of Contractor's executive, management, and supervisory staff to oversee the activities of its staff throughout the range of its activities of all contract sites. The City will not supervisor the Contractor's supervisors or employees.

All Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all staff and must demonstrate verbal and written communication skills sufficient for the work required herein.

The Contractor's crew leader and operational staff, in addition to their supervisory and management staff, shall be knowledgeable in this contract and its timelines. An outline of the task requirements, schedule and timelines for each site shall be kept with each crew. If any task cannot be thoroughly completed within the contract schedule, the City's representative shall be notified promptly in the prescribed manner established at contract startup.

Contractor shall be expected to take reasonable care to identify and report conditions, situations, and occurrences which may be harmful or result in decline of plant material or landscape or interfere with public use. If this care is not exercised, then repair of resultant damage to landscape or plant material shall be the responsibility of the Contractor.

Contractor is to incur all costs to assess, repair, or replace any physical property damaged as a result of Contractor's negligence or failure to take reasonable care to identify and report potential problems with the landscape.

Contractor shall inspect and identify any condition(s) that endangers any portion of a site unsafe, as well as any unsafe practices occurring thereon, and shall immediately notify the City representative(s) of any unsafe or undesirable condition(s). Contractor shall take emergency safety actions to protect worker and/or the public from a developing or observed hazardous conditions. Safety action taken by the Contractor not related to normal contract services shall be appropriately compensated by the City when justified in writing and include any public safety call for service report number.

The Contractor shall make minor corrections including, but not limited to, filling minor holes in turf and activity areas, using barricades or traffic cones to alert the public to the existence of hazards, replacing Contractor-damaged valve box covers, and securing any damaged apparatus to protect members of the public or others from injury.

If needed, the Contractor shall assist the public by calling emergency assistance while at the site. The Contractor shall cooperate fully with the City in the investigation of any injury or death occurring at any site, including a complete written report.

During all operations, the Contractor shall comply with local ordinances regarding noise levels. Any scheduling of the Contractor's operations may be modified by City at no additional compensation to Contractor to ensure that the public is not unduly impacted by the noise of equipment or operations.

EXHIBIT "C"

MILESTONE SCHEDULE

Service Frequency and Schedules

Inspect and service every site once per week as a contract standard.

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor shall submit revised schedules / calendars when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review and, if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of City staff, weekly inspection meetings will be held (or more frequently if deemed necessary by the City) between the Contractor and the city representative(s) are to be scheduled to determine progress, review weekly site inspections and address any changes in schedules, problem areas, etc.

Contractor shall notify the City, in writing, at least two (2) weeks prior to the date and time of all pre-approved "Specialty Functions." "Specialty Functions" are defined as:

- a. Fertilization
- b. Tree Trimming/Management
- c. Aerate - Turf

Performance during Inclement Weather

During the periods that rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce, the public, and damage to landscaping. Leaf and down branch pickup and drain clearing are a high priority. Rainy days are not an excuse to pull workforce from city. Contractor shall continue landscape tasks that can be safely performed in the rain. Such as sidewalk pruning, low limb removal, or items that city contractor inspector points out.

Sites and On-Call services are also itemed under Exhibit "D" (payment/fee schedule).

EXHIBIT “D”
PAYMENT SCHEDULE

Billing to be submitted monthly at the completion of work. Payments to be issued within 30 days of receipt of invoice.

Exhibit "D" - Continued

City of Gilroy - Contract Fee Schedule				Annual Landscape Maintenance Fee	Annual Irrigation Service Fee	*Supplemental Annual Rodent Control Services	Total Annual Fee
1	Deer Park 9927 Santa Teresa Blvd. (See Map)			\$ 14,460	\$ 1,970	\$ 800	\$ 17,230
2	Rancho Meadows (See Map)			\$ 8,040	\$ 1,320	\$ 800	\$ 10,160
3	Mesa (See Map)			\$ 18,360	\$ 1,630	\$ 800	\$ 20,790
4	West Bioretention Area-95,307 square feet (See Third St. Map Does not include City Park)			\$ 14,460	\$ 1,860	Included in Lump Sum	\$ 16,320
5	Orchard Park/Cobblestone Court Streetscape (see Third St Map) From Tarragon Drive North along Cobblestone Court			\$ 23,485	\$ 2,610	\$ 1,200	\$ 27,295
6	Cobblestone Park & Street Parkstrip (See Third St Map) 24,350 square feet sod			\$ 19,875	\$ 2,280	\$ 1,200	\$ 23,355
7	East Bioretention Area (See Third St Map) 32,000 square feet			\$ 5,160	\$ 980	Included in Lump Sum	\$ 6,140
8	Grassland Park @ 3rd Street and Grassland (See Third St Map)			\$ 14,460	\$ 1,955	\$ 1,200	\$ 17,615
9	3rd Street/Cobblestone Court- Roadways and Soundwalls (see Third St Map)			\$ 22,510	\$ 3,910	\$ 825	\$ 27,245
10	Harvest Park (see Harvest Park Map)			\$ 46,090	\$ 3,910	\$ 825	\$ 50,825
11	Third Street, Grassland Way & Lone Oak Lane (See Third St Map)			\$ 46,080	\$ 4,920	\$ 1,200	\$ 52,200
12	Harvest Park II Cohansey Ave Median Only			\$ 10,440	\$ 2,080	\$ 825	\$ 13,345
13	Cougar Court / Day Road Soundwalls			\$ 21,240	\$ 3,900	\$ 1,200	\$ 26,340
Total for above services				\$ 264,660	\$ 33,325	\$ 10,875	\$ 308,860
Lump sum budget for Supplemental Rodent Control Services, Disease and Insect Control. City will be billed as services are needed for West & East Bioretention Areas and Bioswale where there is no chemical use allowed and for general Insect and Disease Control.						\$ 9,000	\$375/month for each bioretention area
				Hourly Rate Irrigation Rate	Approximate Hours		
Supplemental Hourly Irrigation Mainline Repair				\$ 120	75	\$ 9,000	
Supplemental Irrigation Materials. This is a set amount				\$ 3,000			
Quantity	Planting						
3	Planting 36" box tree with two stakes			\$ 1100	\$ 3,300		
10	Planting 24" box tree with two stakes			\$ 650	\$ 6,500		
30	Planting 15 gallon trees with two stakes			\$ 195	\$ 5,850		
200	Planting five gallon plants			\$ 48	\$ 9,600		
800	Planting one gallon plants			\$ 18	\$ 14,400		
				Planting	Maintenance	Irrigation	Pest Control
Annual Grand Total				\$ 39,650	\$ 264,660	\$ 45,325	\$ 19,875
							\$ 369,510
CONTRACTOR NOTE: TOTALS INCLUDE ALL SUPPLEMENTAL AS NEEDED SERVICES							



City of Gilroy

STAFF REPORT

Agenda Item Title: Award a Three-year Contract to Jensen Landscape Services, LLC in the Total Amount of \$3,378,990 with an Annual Not to Exceed Amount of \$1,126,330 for Citywide Landscape Services, and Authorize up to Two, One-Year Extension Options

Meeting Date: September 9, 2024

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted By: Heba El-Guindy, Public Works Director

Prepared By: Matt Jones, Deputy Public Works Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

City Council:

- a. Approve award of a three-year contract to Jensen Landscape Services, LLC in the total amount of \$3,378,990 with an annual not to exceed amount of \$1,126,330 for Citywide Landscape Services.
- b. Authorize the City Administrator to exercise at the end of the contract term the two, one-year extension options at the City's sole discretion.

EXECUTIVE SUMMARY

In response to the City's recent bid process for Citywide Landscaping Services, proposals were received from five landscaping contractors and the most qualified contractor selected by the panel is Jensen Landscape Services, LLC. The total three-year contract cost proposed for award to the successful contractor, Jensen Landscape Services, LLC, is \$3,378,990 with an annual not to exceed amount of \$1,126,330. The listed total and annual contract amounts include a 5% contingency. Staff requests City Council approval of this contract award to Jensen Landscape Services, LLC.

It should be noted that the City's Public Works Department has a positive experience contracting with Jensen Landscape Services, LLC as they provided landscape maintenance services citywide. Following approval of a formal bid process and evaluation of several vendors, the previous contract with Jensen Landscape Services, LLC commenced on March 1, 2018 to February 28, 2021 and was extended twice until its expiration date of August 31, 2024.

BACKGROUND

The City of Gilroy has made use of contractual services for citywide landscaping maintenance for more than twenty years, adding more facilities and services to the contract as the City has grown and constructed additional parks, landscaped roadways, public trails, and other facilities that have required landscaping maintenance services. These routine services include plant care, tree care, weeds and pest control, litter pick up, irrigation maintenance, and general maintenance such as seasonal leaf removal. The previous Citywide Landscape Services contract ended on August 31, 2024, and a new contract needs to be established.

In planning for the new Citywide Landscape Services contract, a Request for Proposals (RFP) was issued on July 20, 2024. The RFP was advertised in the San Jose Mercury News and on the City's website. By the submittal due date of August 7, 2024, the City received five proposals from qualified contractors. Of the five proposals, Jensen Landscape Services, LLC was selected as the contractor to perform the citywide parks and landscaping maintenance work.

ANALYSIS

All received proposals were evaluated by a three-person panel consisting of the City of Gilroy Parks and Landscape Supervisor, Management Analyst of the City's Community Development Department, and the City of Morgan Hill's Maintenance Manager.

All five proposals were evaluated on the following six criteria: Cost of Services, Staff Management Plan, Safety Practices and Workers Compensation Modification Rate Statement, Proximity of Contract Resources to Contract Sites, Demonstrated Personnel Expertise and Experience to Provide Range of Contract Services and Capabilities to Address Contract Challenges, and on References input. In addition, those who meet the current purchasing policy for local preference received five additional points. Ratings of the five received proposals are documented in the table below.

**City-Wide Parks & Landscape Maintenance Services
No. 25-RFP-PW-504**

	Possible Points	Alpine	BrightView	Gachina	Jensen	New Image
Criteria	Final Score					
1. Cost of Services	20	19.42	12.69	16.73	20.00	10.27
2. Review of Staff Management Plan	25	23.00	22.33	20.00	23.00	15.67
3. Review of Safety Practices and Workers' Comp Modification and Rate Statement	10	9.33	8.67	8.67	8.33	5.67
4. Proximity of Contract Resources to Contract Sites	15	15.00	11.33	11.33	15.00	11.33
5. Demonstrated Personnel Expertise and Experience to Provide Range of Contract Services and Capabilities to Address Contract Challenges	20	16.33	17.67	16.00	17.00	13.00
6. References	10	5.67	9.67	5.00	9.00	8.67
Evaluation Points	100	88.75	82.36	77.73	92.33	64.60
City of Gilroy Purchasing Policy for Local Preference - 5% of evaluation points possible		5.00			5.00	
Total Points	100	93.75	82.36	77.73	97.33	64.60

The City Council's 5% local purchasing preference applies to qualifying businesses within city limits, excluding public works construction and professional services. Eligible businesses must be local, current on business license, and compliant with city laws. The preference affects competitive bids by applying a 5% discount or extra evaluation points, but does not apply to contracts with other agencies, professional services, or emergencies.

Based on the panel's evaluation of each of the five proposals, Jensen Landscape Services, LLC is recommended as the top-ranked landscape services contractor. Results of the review among the proposers were close, which signals the competitive service quality and pricing. The selection panel recognized that Jensen Landscape Services, LLC provided an excellent service plan, presented the best project team, and brought a history of direct contract work experience provided to the City, including receiving local preference points as required by City Policy.

References for Jensen Landscape Services, LLC were contacted, the State Contractor Licensing Board records were reviewed along with the company's workers compensation and safety records.

Jensen Landscape Services, LLC is familiar with the unique needs of the City of Gilroy as they previously handled the citywide parks and landscape maintenance. The proposed three-year contract amounts to a total of \$3,378,990 with an annual not to exceed amount

of \$1,126,330. The referenced total and annual contract amounts include contingency at the rate of 5%.

ALTERNATIVES

Current staffing levels do not support the amount of work needed to maintain landscaping citywide and the City has been relying on contractors to perform this work. City Council could choose not to award the contract to Jensen Landscape Services, LLC. Not awarding the contract would result in a significant increase in staffing needs and would divert resources from other core services.

FISCAL IMPACT/FUNDING SOURCE

Funding for the citywide landscape maintenance services would be drawn from Fund 100 (General Fund) out of the Landscape Operating budget. There are sufficient funds to support the contract through the remainder of Fiscal Year 25 and will be budgeted for following fiscal years.

Date	Amount
September 9, 2024 - September 8, 2025	\$1,126,330
September 9, 2025 - September 8, 2026	\$1,126,330
September 9, 2026 - September 8, 2027	\$1,126,330
Total 3-Year Contract Amount	\$3,378,990

It should be noted that the proposed annual contractual fee of \$1,126,330 is for the first three years of the contract and may vary if the contract is extended for one or two additional years.

PUBLIC OUTREACH

This item is included on the publicly posted agenda for the September 9, 2024, City Council meeting. The public will have a public hearing opportunity during the City Council meeting.

NEXT STEPS

Subject to City Council approval, the City Administrator will execute the contract with Jensen Landscape Services, LLC along with associated documents. The citywide landscape maintenance services will commence upon execution of the contract.

Attachments:

1. Contract with Jensen Landscape Services, LLC for Citywide Landscape Services.

AGREEMENT FOR SERVICES FOR CITY-WIDE LANDSCAPE SERVICES

This AGREEMENT made this 9th day of September, 2024, between:

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

and CONTRACTOR: Jensen Landscape Services, LLC having a principal place of business at
8525 Forest Street Gilroy, CA 95020.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on September 9, 2024, and will continue in effect through September 8, 2027, with an option to extend one year at a time for a period of up to two additional years at the City's sole option to be exercised by written notice to be given by City not less than thirty (30) days and not more than sixty (60) days prior to September 8, 2027, unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONTRACTOR 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 CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR 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. CONTRACTOR shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'S services.

C. Employment of Assistants

CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement, subject to the prohibition against assignment and subcontracting contained in **Article 5** below. CITY may not control, direct, or supervise CONTRACTOR'S assistants in the performance of those services. CONTRACTOR 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

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

ARTICLE 4. COMPENSATION

A. 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 annual compensation paid to CONTRACTOR exceed **\$1,072,695.00** in addition to a 5% annual contingency in the amount of \$53,634.75.

B. Invoices

CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR'S costs of doing business. CITY shall not be responsible for any expenses incurred by CONTRACTOR in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers' Compensation

CONTRACTOR agrees to provide workers' compensation insurance for CONTRACTOR'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 CONTRACTOR'S employees.

C. Indemnification of Liability, Duty to Defend

As to all liability, to the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR or CONTRACTOR'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, CONTRACTOR 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. As a condition precedent to CITY'S obligations under this Agreement, CONTRACTOR 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 CONTRACTOR under this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CITY, which CITY may withhold in its sole and absolute discretion.

F. State and Federal Taxes

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

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

G. Prevailing Wage

CONTRACTOR agrees and acknowledges that it is its obligation to determine whether, and to what extent, any work performed is or any workers employed relative to any construction to be performed under this Agreement are subject to any Codes, Ordinances, Resolutions, Rules and other Regulations and established policies of CITY and the laws of the State of California and the United States, including, without limitation, the California Labor Code and Public Contract Code relating to public contracting and prevailing wage requirements ("Prevailing Wage Laws"). To the extent Prevailing Wage Laws apply to work performed or workers employed for the purpose of performing work under this Agreement, CONTRACTOR shall fully comply with and ensure that all workers and/or subcontractors are informed of and comply with all Prevailing Wage Laws and specifically any applicable requirement of California Labor Code Sections 1720 et seq. and 1770 et seq. and the regulations thereunder, which require the payment of prevailing wage rates based on labor classification, as determined by the State of California, and the performance of other requirements on certain "public works" or "maintenance" projects. It is the duty of CONTRACTOR to post a copy of applicable prevailing wages at the job site. Prevailing wage information may be obtained at www.dir.ca.gov.

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

CITY agrees to respond to all reasonable requests of CONTRACTOR and provide access, at reasonable times following receipt by CITY of reasonable notice, to all documents reasonably necessary to the performance of CONTRACTOR'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 CONTRACTOR. Such assignment shall not release CONTRACTOR from any of CONTRACTOR'S duties or obligations under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

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

CONTRACTOR shall notify CITY of the proposed sale of CONTRACTOR'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 CONTRACTOR set forth in **Exhibit A, Subsection V.H.**, no later than thirty (30) days after CITY's receipt of such notice of sale.

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

B. Termination by City for Default of CONTRACTOR

Should CONTRACTOR 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 CONTRACTOR. For the purposes of this section, material breach of this Agreement shall include, but not be limited to the following:

1. CONTRACTOR'S failure to professionally and/or timely perform any of the services contemplated by this Agreement.
2. CONTRACTOR'S breach of any of its representations, warranties or covenants contained in this Agreement.

CONTRACTOR 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 CONTRACTOR. Notwithstanding the foregoing, if CITY terminates this Agreement due to CONTRACTOR'S default in the performance of this Agreement or material breach by CONTRACTOR of any of its provisions, then in addition to any other rights and remedies CITY

may have, CONTRACTOR 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 CONTRACTOR for the performance of that task pursuant to this Agreement.

C. Termination for Failure to Make Agreed-Upon Payments

Should CITY fail to pay CONTRACTOR 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, CONTRACTOR, at the CONTRACTOR'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 CONTRACTOR to CITY.

D. Transition after Termination

Upon termination, CONTRACTOR shall immediately stop work, unless cessation could potentially cause any damage or harm to person or property, in which case CONTRACTOR shall cease such work as soon as it is safe to do so. CONTRACTOR shall incur no further expenses in connection with this Agreement. CONTRACTOR 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 CONTRACTOR's duties by any new CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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, CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR and that no person associated with CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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.

CONTRACTOR:

Jensen Landscape Services, LLC

CITY:

CITY OF GILROY

By: _____

Name: _____

Title: _____

By: _____

Name: Jimmy Forbis

Title: City Administrator

Social Security or Taxpayer

Identification Number _____

Approved as to Form

ATTEST:

City Attorney

Interim City Clerk

EXHIBIT “A”

SPECIFIC PROVISIONS

I. PROJECT MANAGER

CONTRACTOR 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, CONTRACTOR agrees to assign Paul van Leeuwen, 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, CONTRACTOR 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

CONTRACTOR shall commence the Services upon delivery to CONTRACTOR 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, John Sousa shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONTRACTOR or if otherwise delivered as provided in the **Section V.H.** (“Notices”) of this **Exhibit “A”**.

B. COMPLETION OF SERVICES

When CITY determines that CONTRACTOR has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONTRACTOR written Notice of Final Acceptance, and CONTRACTOR shall not incur any further costs hereunder. CONTRACTOR 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 CONTRACTOR has not completed all of such Services as required by this Agreement, CITY shall so inform CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR’S representations and warranties regarding its skills, qualifications and licenses. CONTRACTOR 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 CONTRACTOR

CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONTRACTOR 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 CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR’S negligent performance of any of the services furnished under this Agreement.

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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 CONTRACTOR for the purpose of verifying any and all charges made by CONTRACTOR in connection with this Agreement. CONTRACTOR shall maintain for a minimum period of three (3) years (from the date of final payment to CONTRACTOR), 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 CONTRACTOR, 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 CONTRACTOR and all other written and oral information developed or received by or for CONTRACTOR and all other written and oral information submitted to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR 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 CONTRACTOR which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONTRACTOR'S disclosure thereof) shall be deemed confidential. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall not be responsible for, and City shall indemnify CONTRACTOR from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:	City of Gilroy John Sousa 7351 Rosanna Street Gilroy, CA 95020
CONTRACTOR:	Jensen Landscape Service, LLC Paul van Leeuwen 8525 Forest Street Gilroy, CA 95020

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

CONTRACTOR 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 CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, 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 SERVICE

LANDSCAPE MAINTENANCE AREAS

Landscape maintenance areas shall consist of City parks, landscaped City facilities, slope areas, medians, streetscapes, trails, and drainage channels identified in the Contract Landscape Location Information Sheets. These areas shall include all turf, trees, shrubs, ground covers, planters, slopes, vines, sidewalks, paths, courts, courtyards, decks, park equipment, BBQs and group BBQ facilities, parking lots, roadways, medians, open space areas, gutters, v-ditches, bicycle trails, street barriers, fence lines and irrigation systems.

NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- Contractor shall perform the required maintenance service daily between the hours of 6:00 AM and 6:00 PM, seven days per week including holidays. Maintenance functions that generate excess noise causing annoyance to residents of the area are not permitted. Forest Street Park, in particular, is a no blower facility.
- The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, special events, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.
- Any modification in the hours and days of maintenance as stated in the Contractor’s service schedules/calendars are subject to approval by the City.
- Contractor shall be responsible for reviewing the minimum site visit frequencies as shown on **Attachment B**.

PERSONNEL

- Positive public relations are an important part of this contract service. Services provided under the City-Wide landscape services contract are a critical part of providing and maintaining public use facilities. Contract staff serves a vital role in delivering these public services. Contract staff must maintain both professional image and behavior whenever in contact with citizens. Contract staff shall be trained on how to conduct themselves during public contact and simultaneously provide the appropriate customer service. Contract staff must always maintain a neat and clean appearance and must be easily identified with apparel bearing a company insignia such as a safety vest.
- A background review and security clearance for all on-site contract employees is required. Contractor shall provide all needed information to the City’s representative and make employees available for fingerprinting at a site to be determined. Contractor shall provide any background information needed for the Department of Justice (DOJ) and the Department of Motor Vehicles (DMV) driver’s record review. Furthermore, a one-time drug testing or evidence of a drug screening may be required for background review. All costs for background checks are the responsibility of the Contractor.
- The contractor shall provide personnel that is fully trained in all phases of landscape irrigation systems operation, maintenance, adjustments, and repair. Contract staff shall have knowledge of repairing all types of components to include irrigation controllers, valves, moisture-sensing devices, sprinkler heads, and with all brands and models of irrigation equipment used within the City.

- The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- The Contractor shall provide personnel capable of verbal and written communication in professional level English. The Site Supervisor and Irrigation Tech shall have a cell phone with email access.
- The City expects the Contractor's staff to give City representative(s) all items lost or misplaced by the general public, regardless of perceived value, found on contract sites. The Contractor shall communicate this expectation to all employees.
- The City will provide mandatory BMP (Best Management Practices) training for all contract landscape maintenance staff regarding Storm Water Management and operational best practices. City will provide Spanish/English translator.
- Contractor's representative(s) shall attend the City's annual traffic safety class. This should include those in charge of setting up traffic control for Contractor.

SERVICE CHANGES

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the General and Specific Landscape Maintenance Specifications or change the frequency of the services during the contract period. A Request for Quote will be issued for additional service work or one-time contract work. A change order will be issued with a two-week notice. Any change in specification that causes the contractor to suffer additional expenses shall be adjusted based on the Fee Schedule or negotiated upon written justification.

VANDALISM AND REPAIR OF DAMAGE

Contractor shall report to the City Representative(s) any damage to City property, including, but not limited to, vandalism, natural disaster, and third-party negligence. If the Contractor, its employees or subcontractors cause damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

PROTECTION OF EXISTING SITES AND STRUCTURES

The Contractor shall protect from damage all existing sites, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the Contractor's negligence or failure to use due care shall be corrected or paid for by the Contractor at no cost to the City.

If the City requests or directs the Contractor to perform work in a given area, Contractor shall verify and locate any underground utilities. This does not release the Contractor's duty to take reasonable precautions when working in these areas. Any damage or problems shall be reported immediately to the City.

SERVICE FREQUENCY AND SCHEDULES

Inspect and service every site based on the sample with once per week as a base standard. Varying frequencies may be approved as necessary to ensure specifications and standards are met.

The Contractor shall, within ten (10) working days before the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Work schedule shall be based on a 12-month calendar identifying and delineating the time frames for the required work by the day of the week.

The Contractor shall submit revised schedules/calendars when actual performance differs substantially from planned performance. Revisions shall be submitted to the City's representative(s) for review and, if appropriate, approval would be granted within five (5) working days prior to scheduled time for the work.

At the discretion of City staff, weekly inspection meetings will be held (or more frequently if deemed necessary by the City) between the Contractor and the City representative(s). Meetings are to be scheduled to determine progress, review weekly site inspections, and address any changes in schedules, problem areas, etc.

Contractor shall notify the City, in writing via email, at least two (2) weeks prior to the date and time of all pre-approved "Specialty Functions". "Specialty Functions" are defined as:

- Fertilization
- Tree Trimming/Management
- Aeration of Turf

Performance During Inclement Weather

During the periods that rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping. Leaf and down branch pickup and drain cleaning are a high priority. Contractor shall continue landscape tasks that can be safely performed in the rain such as sidewalk pruning, low limb removal, or items that the Contractor's inspector discovers.

EXTRA WORK/EXCLUDED WORK

The following tasks shall be treated as extra work items:

- Soil Testing
- Major Tree Trimming. Major tree trimming is defined as work that requires an aerial lift, tree climbing or work that is unable to be completed from the ground with a pole saw, or a pole chainsaw.
- Filling of holes in turf or shrub beds.
- Major irrigation repairs such as controllers, mainline repairs, valve replacement, and irrigation wire repairs, pumps, and backflow devices (see Irrigation).
- Turf over seeding and top dressing will be handled by City staff.
- Debell-Uvas Creek Park Preserve open space/channel, Christmas Hill Park Hillside, and Overflow Parking Area shall be maintained by City staff.
- Doggie Bag Dispenser maintenance and bags replenishment.
- Recreation Program Support including ball field preparation.
- Facility Reservation Support and Customer Response.

- General park, playground, and building repairs.
- Electrical system maintenance and repairs.
- Raking and cleaning of playground surfaces such as sand and wood fiber shall be done by City staff. Concrete surfaces around playground areas are to be cleaned (blown off) during the service schedule by Contractor. Contractor will rake leaves and pick up garbage and debris during the scheduled service day in the playground areas.

GARBAGE, LITTER AND DEBRIS REMOVAL

- Garbage, litter, and debris shall be removed as needed to prevent citizen complaints and prepare turf areas for mowing and general facility use. Trash containers shall be serviced and emptied when 1/3 full or when there is a detectable odor.
- Site Service Frequency is shown in **Attachment B**.
- Litter and plant debris will be removed from landscaped, hardscape, and adjacent open space areas on a regular basis to achieve neat, clean, and attractive facilities. Landscape debris will not be blown into streets and left unless collection of such debris has been previously approved and coordinated with City staff.
- Heavy litter and garbage days will require that multiple service vehicles and staff be provided. Aggressive mobile staffing levels for cleanup will be needed on Sundays, Mondays, and the day after holidays are observed to ensure prompt removal of litter and garbage at contract sites.
- Shopping carts and garage sale signs in and on the perimeter of contract sites shall be considered a part of the garbage and litter removal service. Functioning shopping carts are to be placed in the corner of the employee parking lot. Non-functional shopping carts are to be loaded into the metal bin at the Corporation Yard.
- Disposal of garbage, litter, and debris shall be made at the City Corporation Yard disposal areas and any available on-site trash dumpsters. Alternate yard waste disposal sites other than the City's Corporation Yard may become available and will be reported to the Contractor by the City representative. Contractor shall also have dumping capabilities so that waste can be kept inside the bunker at the City's Corporation Yard.
- Additional Garbage Cans – Contractor shall include in their price, an additional service of 50 additional garbage cans. These garbage cans will be purchased and installed by City staff.

LANDSCAPE MAINTENANCE (FACILITIES, PARKS, TRAILS, SLOPE AREAS, PARKING LOTS)

A. GENERAL (Items below to be completed per Service Schedule)

- All animal feces or other materials detrimental to human health shall be removed per the Service Schedule.
- All broken glass and sharp objects shall be removed per the Service Schedule.
- All areas shall be inspected per the Service Schedule and maintained in a neat, clean, and safe condition at all times.
- All areas shall have leave and debris removed per the Service Schedule.
- All areas shall be inspected for vandalism, safety hazards, and serviceability per the Service Schedule. Deficiencies shall be reported immediately to the City Representative(s) via email.

- All sidewalks within the City areas shall be swept or cleaned, if necessary, to remove any glass or heavy debris.
- All sidewalk areas abutting maintained areas shall be cleaned when soiled by Contractor's operations, and at other times, as required.
- All leaves, paper, and debris shall be removed from landscaped areas and disposed of offsite.
- Trashcans provided by the City shall be emptied per the Service Schedule. Contractor shall provide plastic liners for all trashcans at Contractor's expense per the Service Schedule.
- All "V" drains shall be kept free of vegetation, debris, and algae to allow unrestricted water flow.
- All other drainage facilities shall be cleaned of vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City.

B. HARD SURFACE AREAS

- All areas shall be swept weekly to remove all deposits of silt and/or sand. Any unsafe condition shall be removed upon discovery per the Service Schedule.
- All areas shall be inspected per the Service Schedule and maintained in a neat, clean, and safe condition at all times.
- Tennis, handball, bocce ball, and basketball courts should be blown off according to the Service Schedule as needed.
- Park barbecues to be cleaned on Mondays and Fridays.

C. BICYCLE/WALKING TRAILS/ASPHALT WALKWAYS/TRAILS

- Special emphasis shall be placed on edging along these areas to prevent damage to asphalt by vegetation. Bicycle/walking trails shall be kept free of encroaching vegetation. All trails should be kept weed free 24" from edge of trail. Trails to be blown off as needed.

PLANT CARE

The latest edition of the **Sunset Western Garden Book** shall be the general guideline and reference tool for care and maintenance of all plant material.

A. SHRUBS AND GROUND COVERS

- Pruning will be done in a manner to enhance the natural form of the plant and maintain the design intent for the landscape. However, there are, or can be landscaped areas with security concerns that will require alternate pruning for safety visibility. The City representative will notify Contractor of special pruning sites.
- Typically, shrubs which are planted along walls and fences should be maintained in a manner which will allow the plant material to soften the hard, structural feature.
- Where the design intent is to have sweeps of shrubs, the plants shall be allowed to grow together.
- Keep shrubs and ground over 6"-12" from buildings, walls, trees, and shrubs. Shrubs and ground cover shall not be allowed to encroach upon walks or curbs.

- In some areas, it may be more appropriate to remove some shrubs entirely and allow adjacent plant material to fill in rather than try to keep the plants in bounds with repeated pruning.
- City will provide a species-specific and site-specific pruning guideline appendix for selected plants to the Contractor who is awarded the contract.
- Examples of the City's expectation of plant care are as follows:
 - i. Vines and overhead vegetation (up to 18') on or over hanging walls/boundary fences shall be trimmed from growing on private property, i.e. back side of wall. This does not apply to existing vines that have already overgrown. If adjacent property owner request ivy or vegetation trimmed from the top of the wall, the Contractor shall be required to remove it.
 - ii. Hedge plants shall be allowed to grow together.
 - iii. Rosemary and like ground covers to be cut back to 8-12" in height, except where rosemary is already overgrown.
 - iv. Ornamental grass is to be pruned back during the winter months.
 - v. Ground cover roses are encouraged to grow together and are to be kept under 24" in height.
 - vi. Spring flowering perennials are to be cut back after flowering. Examples are Lavender and Daylilies.
 - vii. Oleanders on South Monterey are to be pruned back every two years.
 - viii. A three-foot radius of free space shall be maintained around all fire hydrants. Low ground (under 6") cover is acceptable.
 - ix. Allow plants to grow into their natural shape.
 - x. All shrubs and ground cover are to be trimmed not to interfere with irrigation operation or to encroach onto private property or Right-of-Way. Line of sight traffic safety issues as identified by the City's Engineering Department will also determine proper height and appearance.

B. TRIMMING AND CARE OF TREES

- Qualified professional personnel shall perform all pruning. Only recognized an approved methods, techniques, and standards shall be used. Trees pruned improperly or damaged will be replaced by Contractor with plants of the same appropriate size as determined by the City inspector.
- All tree pruning shall conform to the Best Management Practices for Trees published by the International Society of Arboriculture and adhere to the most recent edition of the American National Standards for Maintenance Tree Care Operations (ANSI A330)
- Contractor shall raise trees as needed or directed by City staff and/or designated representative.
- Pruning of trees shall be done for the following conditions:
 - i. To maintain clearance for pedestrians (8'), roadways for vehicles (15'), or from facilities (5').
 - ii. Property line/boundary pruning for both balance and good neighbor pruning for sound walls, parks, and pump station areas.
 - iii. To provide visibility site lines of pedestrians and motorists.

- iv. To maintain walkways and maintenance bands free from obstruction and/or safety issues.
- v. To improve or enhance tree growth.
- vi. To eliminate or reduce potentially unsafe conditions.
- vii. To correct shape, particularly for wind disfigurements.
- Remove no more than 20% of live foliage within the trees during one pruning operation.
- All cuts shall be thinning cuts as opposed to heading cuts. This means leaving a lateral branch no less than 1/3 of the diameter of the parent branch, or completely removing the branch at its point of origin.
- All cuts shall be distal to the branch bark ridge, or if present, the branch collar. The cuts shall be close to but shall not injure the branch collar.
- Interior branches shall not be stripped out. Lion tailing is not permitted.
- Contractor shall prune young trees under 18' in height to develop permanent scaffold branches, remove crossing branches, remove diseased or damaged growth, or eliminate narrow branch crotches.
- Major tree trimming is not included. Major tree trimming is defined as work that requires an aerial lift, tree climbing or work that can't be performed from the ground with a pole saw or pole chainsaw.
- Trees shall be inspected regularly for hazardous conditions. Corrective action shall be promptly performed by the Contractor and the City shall be notified.
- Contractor to coordinate with City staff on large pruning projects so that the City can chip branches. A notification of ten (10) working days is required in non-emergency conditions.
- Periodic re-staking and tying shall be completed as needed. Plant ties shall be checked frequently and adjusted to prevent girdling. Trees shall not rub against stakes at any time. When trees no longer require the support of stakes, contact the City for authorization to remove stakes and ties.
- Young trees which are leaning due to underdeveloped trunk caliper will be staked at the direction of the City.
- Fallen trees or branches shall be promptly removed. Promptly notify the City for any large trees that are down.

C. PLANTING

- Base planting to be used on existing plant type on landscape sites.
- Material and labor to be included.
- The City may request quotes on specific types and quantities of plants.

LANDSCAPED ROADWAYS, ROUNDABOUTS, AND MEDIANS

- The Scope of Work for medians not only includes the landscaped areas but also those areas of the median that are attached or directly adjacent to cobble/concrete hardscape per its design. Noses and turn lanes are examples of this condition.
- Non-landscaped medians that are not included in **Attachment B** are to kept weed-free and litter shall be picked up weekly.

- Plant material shall not be allowed to obstruct any site line of vehicular traffic and shall be kept below 36" in height from the road surface in any areas where traffic site liens may be impacted. City Traffic Engineer and Landscape Inspector may provide direction as requested for proper maintenance.
- Irrigation shall be adjusted and inspected as often as needed to ensure no unsafe condition is created by irrigation run-off onto road surface or over spray onto vehicles.
- Contractor is responsible for ensuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.
- All maintenance personnel shall wear Class 3 Safety Vests while working on medians. At no time shall major work be performed in the roadway without City-approved Traffic Control Plan and all required traffic control signage in place.
- When closing a lane for landscape maintenance work, an electric sign board (arrow) shall be used in high speed and/or high traffic areas i.e. Santa Teresa. Work shall only be performed on the closed lane side.
- Cones are to be bright orange in color. Old and faded cones are not acceptable and should be replaced immediately.
- Notify City staff via email when high speed or high traffic areas are to be serviced.
- If the work to be performed in medians and roundabouts will take less time to complete than the time it takes to set up traffic control, then no traffic control is necessary. Examples of this would be weed spraying, litter control or irrigation maintenance.

TURF CARE

A. TURF MOWING

- i. The Contractor shall not mow or use any equipment of turf areas when frost is present or if the turf is saturated, or standing water is present. Mowing should not begin until turf area is free of litter and trash.
- ii. Mowing shall be accomplished with rotary mulching mowers. Blades shall be kept sharp to produce a clean cut. Mowers shall be kept clean and free of fuel, oil, hydraulic fluid, and grease leaks.
- iii. Mowing equipment shall be washed between sites to minimize the spread of weed seeds.
- iv. Mowing patterns shall be alternated to avoid creating ruts and compaction.
- v. Use caution when mowing berms or uneven areas to avoid scalping turf. Rodent dirt mounds need to be knocked down, spread, or removed so as to reduce turf loss until rodent activity is abated
- vi. Mowing shall typically be performed as needed from December through March and at least weekly from April through November. This is only a guide and will vary based on weather. Mowing shall be frequent enough so that no more than 1/3 of the leaf is removed at each mowing. During active growing season, mowing may need to be done twice weekly on play fields. Mowing height shall be 3 ½ unless otherwise directed by City staff. Sports Field mowing heights may change during seasonal play.

- vii. All clippings shall be efficiently mulched to leave no visible trace or picked and removed only when necessary. Clippings are to be removed and brought to a designated dumping site. At no time shall unsightly clippings be left before vacating site following mowing operation.
- viii. Contractor shall have a spare mower of comparable size available within 24 hours of a mower breaking down.
- ix. Keep grass clippings away from waterways and out of the street.
- x. Contractor shall mow the Gilroy Sports Park, Christmas Hill Park, Las Animas Veterans Park (LAVP) and other little league sites twice a week for maximum playability as directed by the City Representative(s).

B. TURF AERATION

- i. All turf (not including the no-mow turf) shall be core aerated in September/October and again in April.
 - a. Cores should be reincorporated into the turf.
 - b. Core size should be ½" in diameter
 - c. Alternate methods of relieving compaction may be authorized by the City.
- ii. Prior to any cultivation activity, all irrigation heads, valves, and utility boxes shall be flagged. The soil shall be allowed to dry prior to cultivation.

C. EDGING

- i. When turf abuts concrete walkways or concrete mow band, turf shall be edged with a metal blade edger. If a spin trimmer is required to edge around utility boxes, or wooden header boards, it shall be held so that the cut is vertical. A bevel cut will not be used.
After mowing or edging hardscape (walks/drives/patios/streets) shall be swept or blown clean. Debris will not be left in street gutters or removed before vacating the site.
- ii. Tree wells are to be maintained with a neat turf edge and wells shall be kept weed free.
- iii. Chemical edging shall not be used anywhere.

D. TURF FERTILIZATION

- i. Fertilization schedule for all turf shall be as follows:
 - a. March/April 44-0-0 Polyplus SL
 - b. Late August, Early September 16-8-8
 - c. October/November 44-0-0 65% Polyplus SL Urea
 - d. If Contractor wishes to deviate from this schedule, Contractor will submit a new fertilization schedule to the City representative(s) explaining the need for the change.
- ii. Granular gypsum at a rate of 5 lb/1000 Square Feet will be applied to the Gilroy Sports Park and Christmas Hill/Ranch sites in September/October.

- iii. Granular sulfur at a rate of 5 lb/1000 Square Feet will be applied to the Gilroy Sports Park and Christmas Hill/Ranch sites in September/October
- iv. The above is a guide and may be adjusted based on turf conditions and weather.
- v. Fertilizer use shall be reported with pesticide use.

E. TURF PEST CONTROL

- i. Weeds – The Contractor is to submit a turf weed control plan that will lead a substantial reduction in turf weeds. This turf weed control plan is to be submitted to and accepted by the City. Failure of Contractor to apply herbicides according to the plan will result in “service not provided” actions. No pesticides, herbicides, or other chemicals may be used in or around Low Impact Development Structural Control Measures such as bioretention ponds, bio-swales, or infiltration ponds of any kind.

PEST CONTROL

- **Non-Turf Weed Control Plan** – Develop an annual weed control plan that would produce a cost- effective approach that also provides high quality results for shrubs and ground cover, annual flowers, bicycle/walking trails, open space edges/post and cable/fence lines and hardscape (cracks and crevices) including sidewalk and curb and gutter frontages. Control weeds with pre- emergent herbicides and selective systematic herbicides or through mechanical means, i.e. mowing, hoeing, and weed whipping.
- **Village Green Park Site and open space areas west of Hecker Pass Park along Uvas Creek Bike Trail (Debell & Uvas Creek Linear Park)** – Sites are to be mowed after wildflower bloom by June 1st and as needed after first mowing. Develop a plan to eliminate Yellow Star Thistle, Dittrichia graveolens, and other invasive weeds which will allow wildflowers to thrive.
- **Written Pest Control Recommendations** – A written pest control recommendation from a licensed pest control advisor will be required for all pesticide applications. The Contractor shall provide copies of all recommendations to the City at least five (5) working days prior to application. Recommendation shall take into consideration drainage to waterways (Uvas Creek), drain inlets, and adjacent schools. Recommendation shall evaluate pesticides used and application activities performed. The recommendation should also identify pollution prevention and source control opportunities.
- Prohibit application of pesticides, herbicides, and fertilizers as required by DPR 11-004 Prevention of Surface Water Contamination by Pesticides enacted by the Department of
- Pesticide Regulation. No spraying shall be within 48 hours of predicted rainfall with greater than 50% probability as predicted by the National Oceanic and Atmospheric Administration (NOAA).
- Collect and properly dispose of unused pesticides, herbicides, and fertilizer containers.
- Spraying of weeds in playground areas is strictly prohibited. Weeds are to be manually removed. Reoccurring unwanted plants (i.e. berry bushes, poison oak) are to be sprayed to kill plant roots or removed by digging up system.
- Trees in Turf – Maintain a minimum of a 3’ weed free radius.
- Product Use Summary – Prior to the 15th of each month, the Contractor shall provide the City a summary of pesticides used the prior month. Contractor is to provide the product’s

Environmental Protection Agency (EPA) registration number as well as the amount of product used.

- **Posting** – Post all entry areas with spray notices when showing intent to spray public use areas. Verbally notify public visitors when spot spraying when in the area. Remove facility spray notices when spraying is complete unless product label requires different posting requirements.
- **Molluscicides** should be iron phosphate based or other City approved control.
- **Rodenticides** applied for gopher control must be applied into underground burrow. Rodenticides applied for ground squirrel control must be placed into secure bait stations. The City must approve bait station design and location. Applicators applying restricted use rodenticides must hold appropriate licensing.
- **Pest Control Licensing** – The Contractor shall have a qualified person who holds the appropriate California Department of Pesticide Regulations licensing oversee all pesticide applications. If restricted materials are used, the applicator must be licensed.
- **Trails** – Keep all trails shoulders free of weeds 2' from any trail hardscape edges. Concrete fences shall be kept weed free 12" into preserve areas. This work will be charged as extra.
- Minimal insect control is practiced and is to be handled on a case-by-case basis. Contractor shall make the City aware of any pest problems and provide the City with a pest control recommendation along with a quote for future work. The City will not be charged for this service. Minimal disease control is practiced and is to be handled on a case-by-case basis and charged as extra.
- **Rodent Control**
 - A. All mounds, burrows, or other minor damage shall be discovered in a timely manner and repaired by Contractor. Rodent problems should be identified and reported to the City in their early stages as part of weekly inspections before causing critical damage to areas. Lack of early discovery will be considered negligence on the part of the Contractor. Depending on the scope of the problem, rodent control in the form of baiting or trapping will be recommended and work will be subsequently scheduled.
 - B. **Gopher**
 - The Contractor shall obtain a written pest control recommendation from a licensed Pest Control Advisor for baiting for gopher control. All bait shall be placed below ground in the burrow system. Any spilled bait shall be promptly picked up. Any deceased gophers found on the surface shall be collected and properly disposed of.
 - If trapping is to be used, all State Regulations must be followed. Contractor shall notify and obtain City approval on sites and locations.
 - The Contractor shall comply with all other provisions of pesticide requirements.
 - The Contractor shall promptly remove or disperse any soil mounds discovered on the turf.
 - City to work with contractor to set up bait station for squirrels if necessary.

- No use of chemical control measures for rodents in Low Impact Development Structural Control Measures such as bioretention ponds, bio-swales, or infiltration ponds of any kind is not allowed
- C. Most landscape site rodent control shall be handled on a case-by-case basis and coordinated with the City representative. Contractor shall provide a cost to include 100 site visits per year on the **Attachment B** Fee Schedule. Work will be performed on a “call out basis”.
- D. The following parks will require site visits and treatments every other week at minimum to mitigate gopher and mole activity:
 - Carriage Hills Park
 - Casper Park
 - Christmas Hill Park/Ranch
 - Farrell Park
 - Hecker Pass Park
 - Las Animas Veterans Park
 - East & West Debell Uvas Linear Park
 - San Ysidro Park
 - Gilroy Sports Park
 - Village Green Park
- E. Contractor will fill bait stations at Gilroy Sports Park (2) and Christmas Hill Park (2) as needed. The City will work with Contractor to set up additional bait stations. No above ground squirrel bait is to be used.
- F. No use of chemical control measures for rodents in Low Impact Development Structural Control Measures such as bioretention ponds, bio-swales, or infiltration ponds of any sort are permitted under this agreement.

IRRIGATION

- The Contractor shall have a designated Irrigation Technician on site who will exclusively work on irrigation.
- Contractor and its employees shall inspect and test all irrigation systems for system operability, component malfunctions and adjust schedules to address weather changes and irrigation requirements on a biweekly basis. Any signs of irrigation malfunctions will be immediately addressed, and system checks will become as frequent as necessary to ensure problems are fully resolved without any further damage. These inspections may also become more frequent in certain areas that are under observation due to chronic malfunctions or vandalism. Between November 1st and March 1st, if systems are turned off due to weather conditions, monthly inspections will be acceptable for ensuring that no damage has been rendered to the systems.
- **After Valve** – The Contractor shall be responsible for all labor for the irrigation repairs after the valve including the solenoid, rebuilding of the valve, lateral lines, sprinkler heads, and including adjustment to sprinklers. Contractor to bill the City for all irrigation material costs plus a 15% markup.
 - **Before Valve** – Replacement of remote-control valves, rebuilding or replacement of quick couplers, flow control valves, master valve, backflows and mainline repairs are not included and shall be billed to the City at an hourly rate basis or on a bid basis. The City’s representative will approve work to be done on a case-by-case basis. All irrigation materials used will be charged to the city at cost plus a 15% markup.

- An irrigation audit shall be finalized during the winter months listing all extra work to be completed to improve system efficiency, i.e. raised heads, upgrading of nozzles. This audit shall be delivered to the City representative at a date to be later determined.
- Under no circumstances can a system go unchecked long enough to cause any problems with startup when weather conditions warrant systems to be fully operational. Contractor shall set and program automatic controllers for seasonal watering requirements.
- Non-Central Station Controllers – The Contractor will be responsible for adjusting non-central controllers. A sign-in sheet shall be placed inside each irrigation controller box that is identified by date and signature each time the system is inspected or adjusted. All inspections shall include an inspection of the controller(s).
- All replacement materials are to be with new original types and model's materials unless a substitute is approved by the City representative.
- Contractor shall implement repairs in accordance with all effective warranties and no separate payment shall be made for repairs on equipment covered by warranty.
- Notify the owner in writing of any conditions that are discovered which may prevent the system from delivering the correct amount of moisture.
- Adjust risers and sprinkler locations to compensate maturing landscape. This work shall be completed at an additional cost. The Irrigation Technician shall notify City staff of needed work. Reflect actual evapotranspiration (E.T) requirements and requirements of soil and plants when programming controllers.
- Eliminate runoff onto streets, sidewalks, and other non-target areas by using Cycle/Soak when programming controllers.
- Provide sufficient time for soil to dry out between irrigations.
- Program controllers to maximize public use of City property.
- Repairs of any irrigation components or property damaged by Contractor as a result of negligence, error or omission by Contractor shall be the full responsibility of the Contractor.
- **Remote Control Valves** – A variety of RCVs are utilized throughout the City. The predominant valve is the Weathermatic 21000. The Griswold 2000 is used at El Roble Park, San Ysidro Park, and Las Animas Park. Portions of Las Animas Park also use the Rain Bird PEB. Griswold S-Series valves are used at the Las Animas Fire Station and the Gilroy Historical Museum. If an S-Series valve requires replacement, it will be changed out to a PEB. Carriage Hills Park and Sunrise Park both use the Hunter ICV. If a valve requires replacement, contact the City representative for a determination as to which valve to use.
- **Quick Coupler Valves** – The standard quick coupler valve is the single slot Rain Bird 44 or Buckner QB44RC10. A few 3/4" valves may be found in some older sites. 1" Acme Thread Valves are used on recycled water lines at Gilroy Sports Park and Christmas Hill Park. Quick couplers repair is a City responsibility.
- **Master Valves & Flow Sensors** – Master valves used are normally open Superior 3300. Del Rey Park and the Ranch Site use Griswold normally open 2160 valves. Rainbow Park and Leavesley at Arroyo Circle use normally closed valves. Master valves and flow sensors are the City's responsibility to repair.

- **Fixed Spray Heads**
 - i. The standard pop-up fixed spray head is the Rain Bird 1800 Series SAM-PRS. The 12" pop-up is generally used in ground cover, shrub, and bedding plant areas. 4" has been used in turf. If it is necessary to replace a 4" body in a turf area, it should be upgraded to a 6" pop-up.
 - ii. Hunter 12" INST pop-up heads were used at several sites. If new internal piston assemblies are needed for these, contact the City representative. The City will provide these while supplies last. After supplies are depleted, consideration will be given to changing to Rain Bird heads as needed when making repairs.
 - iii. All heads used on recycled water liens must be equipped with purple caps.
 - iv. Casper Park uses Toro Precision nozzles.
- **Rotor Sprinklers** – A variety of rotor heads are used in the City systems. Some sites are slowly being upgraded as heads require replacement. The predominant heads are Rain Bird 6540 and 8005. From the Hunter line, the I-40, I-20, and I-60 are used by the City. Heads used on recycled water systems must have purple caps. If heads are changed, ensure that the appropriate-sized nozzle is used. The assumption should not be made that the nozzle size in place is always correct.
- **Drip**
 - i. Drip irrigation is used in the medians on Santa Teresa and Tenth Streets as well as at City Hall, the Library, and at Wheeler. Generally, when drip is used, a 1/2" inline emitter product such as Agrifim or Netafim is preferred. Purple drip line must be used on the gray water system at the Library. When making repairs on these systems, verify that the product used has the appropriate flow rate. Amiad is the filter that is typically specified and when possible, is installed on the supply side of the valve. Senninger, Nelson, or other approved product are the pressure regulators that are used.
 - ii. Newer sites at the City such as Casper Park, Hecker Pass Park, 3rd, and Santa Teresa Roundabout, Luchessa and Thomas Roundabout, and the Luchessa Soundwall and median use buried inline drip.
- **Flow Sensors** – Data Industrial (Badger) flow sensors are used at many sites.
- **Pumps** - A variety of pumps are used in the system. The pumps at Del Rey Park, Ranch Site, and the Oakbrook Soundwall on Luchessa at Thomas Road are operated by the controller. All others start automatically on pressure drop or flow. Pump maintenance will be managed by the City.
- **Controllers and Programming**
 - i. The standard controller used on City facilities is the Rain Master Evolution DX2. Most of these are linked to a certain station computer at the City's Corporation Yard. There are a few small sites with standalone Rain Bird, Hardy or Irritrol controllers. There are two sites with battery operated controllers. Most of the on-line controllers are linked to flow meters and master valves and will shut down the system if high or unscheduled flows are detected. Low flow and electrical faults are also detected by the central system. The central controller is linked to an on-site weather station and that data is used to adjust station run times and shut down during unfavorable weather events. The landscape contractor is expected to communicate with City staff regarding site irrigation needs and to program standalone controllers. The Contractor is also responsible for promptly shutting down standalone controllers as needed during rain events. The City will service irrigation controllers.

- ii. City staff will program controllers which are on-line with the central system. Irrigation programming will be coordinated around facility use.
 - iii. The general guide for irrigation is to water deeply but infrequently. The soil surface should be allowed to dry between irrigations. Typically, three irrigations per week is sufficient for turf. Irrigation schedules must consider public use of the facility and hydraulic capacity of the systems. Irrigation programming will be coordinated with the City.
 - iv. The Contractor is expected to communicate with City staff regarding site irrigation needs and to program standalone controllers. The contractor is also responsible for promptly shutting down standalone controllers as needed during rain events. The City will service irrigation controllers.
 - v. Upon completion of work, verify that all cabinets are properly locked before leaving the area. Due to the potential damage to systems from leaving a cabinet unlocked, this type of infraction will be considered an egregious act of negligence by the Contractor.
 - vi. When site irrigation is checked or serviced, the Irrigation Technician shall sign and fill out the Controller Maintenance Sheet provided in each controller.
 - vii. The Contractor is expected to communicate with City staff regarding site irrigation needs and to program standalone controllers. The contractor is also responsible for promptly shutting down standalone controllers as needed during rain events. The City will service irrigation controllers.
 - viii. Upon completion of work, verify that all cabinets are properly locked before leaving the area. Due to the potential damage to systems from leaving a cabinet unlocked, this type of infraction will be considered an egregious act of negligence by the Contractor.
 - ix. When site irrigation is checked or serviced, the Irrigation Technician shall sign and fill out the Controller Maintenance Sheet provided in each controller.
- **Recycled Water** – Gilroy Sports Park, Hecker Pass Park, Village Green Park, Christmas Hill Park, Ranch Site, and 3rd Street/Hecker Pass Landscaping are all irrigated with recycled water. This is disinfected tertiary treated wastewater which is provided by the South County Regional Wastewater Authority. All irrigation water used at the Ranch is recycled water. The main Christmas Hill Park site uses a mix of domestic water station with the exception of the full circle stations on the major and minor ball fields which are irrigated with recycled water. At the Sports Park, the infield turf is irrigated with domestic water. All other irrigation at the Sports Park is recycled.
 - **Gray Water** – The library landscape is irrigated with gray water. The water is treated; however, it is not disinfected. The water is used for drip and bubblers only. The gray water may not be sprayed or otherwise discharged to the surface. The gray water irrigation main line is under continuous pressure. Drip line, bubblers and piping used for gray water shall be colored purple. Valves used for gray water shall be tagged as non-potable. The City will maintain the gray water treatment tanks and pumps. Employees working on the gray water system must be advised of precautions to use.
 - **Care for Storm Water Elements – Low Impact Development Structural Control Measures (LID SCMs). There are three small bioretention ponds on Babb's Creek.**
 - i. **Bioretention Features and Maintenance & Operations work includes:**
 - Report and fix any pedestrian paths that develop. Contractor shall work with the City to rectify the problem.
 - Remove all trash and debris on service schedule.

- Fix rodent holes and erosion with proper materials per design specs.
- Manually remove all weeds.
- Trim overgrown plants that are blocking the inlets or outlets, or if they are growing into the public right-of-way.
- No pesticides, herbicides, or other chemicals may be used in or around the bioretention features.
- Remove sediment buildup at the bottom of the bioretention feature. Sediment buildup of over 1 cubic yard shall be removed by the City.
- Replace dying or dead vegetation as needed. Plant replacement is not included in this contract. Contractor shall notify the City of dying or dead vegetation. City will contract with Contractor to replace plants.
- Adjust irrigation schedule, if needed, for healthy plants.
- Report and remediate odors. If there is an odor problem, Contractor shall notify the City representative. Contractor will work with City to correct the problem.
- Report and fix any pedestrian paths that develop. Contractor shall notify the City to the presence of any pedestrian paths that develop. Contractor shall work with the Contractor to rectify the problem. Control rodents in bioretention features by non-chemical means.

ii. **Bioswales (Along 3rd St and Hecker Pass Park) features work includes:**

- Water must flow downstream to inlet. Confirm there is no evidence of long-term ponding which causes dying plants and/or bare spots at the bottom of the swale.
- Fix any flow paths that develop.
- Remove all trash and debris on service days.
- Fix rodent holes and erosion with proper materials per design specs.
- Manually remove all weeds.
- Trim overgrown plants that are blocking the inlets or outlets, or if they are growing into the public right-of-way.
- No pesticides, herbicides, or other chemicals may be used in or around the swales.
- Remove sediment buildup at the bottom of the swale. Sediment buildup of over 1 cubic yard shall be removed by the City.
- Fix ponding by replacing soil per design specs. This shall be done by the City or Contractor shall be mobilized to make repairs.
- Replace dying or dead vegetation, as needed. Plant replacement is not included in this contract. Contractor shall notify the City of dying or dead vegetation. City will work with Contractor to replace plants.
- Adjust irrigation schedule, if needed, for healthy plants.
- Report and remediate odors. If there is an odor problem, Contractor shall notify the City representative. Contractor will work with City to correct the problem.
- Report and fix any pedestrian paths that develop. Contractor shall notify the City to the presence of any pedestrian paths that develop. Contractor shall work with the City to rectify the problem.
- Control rodents in bioretention features by non-chemical means

iii. **Garlic Festival**

- The Garlic Festival has been suspended indefinitely. Should the Garlic Festival be reinstated during the effective period of this contract, Contractor will coordinate with the City with pre and post festival service level changes during the two-week impact of this special event.

LOCKS, DEFICIENCY, SEVERANCE AND TERMINATION

Locks and Keys

The Contractor shall be responsible for the series of keys assigned to them and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe, all keys or locks issued or used by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City representative(s) within 24 hours after discovery of the loss. The Contractor shall reimburse the City for the total cost, as determined by the City, of replacing the lock and rekeying the site or duplicating additional keys

Upon termination or cancellation of the contract, the Contractor shall immediately return all keys, cards, remote controls, etc., to the City. The Contractor shall reimburse the City for the total cost, as determined by the City, for the total cost of keys not returned.

- **Deficiency Notice Procedures**

- i. Deficiencies will be recorded and presented to the Contractor via e-mail, fax, or United States Postal Service (USPS). The Contractor shall respond within 24 hours with a plan to remedy and to prevent future occurrence. Contractor will be responsible for providing follow-up documentation. Contractor supervision is responsible for re-inspection of the problem areas before notifying the City the problem has been resolved.
- ii. Contractor's management team must be available for face-to-face meetings called by the City within 48 hours of notification.
- iii. Failure to resolve the problem will result in a written vendor non-compliance report seeking a written response from the Contractor's management outlining a permanent resolution to the problem. Patterns of complaints, which may indicate the Contractor's failure to adequately staff, train and supervise, shall warrant a face-to-face meeting with the highest level of the Contractor's management deemed necessary by the City in order to clarify the Contractor's obligations and produce a written work plan and time frame for remedying the deficiencies.
- iv. Any work that the Contractor failed to perform that the City had to complete on Contractor's behalf will be subject to a reimbursement request (labor and equipment) to Contractor. An example of this would be the Contractor failing to mow the turf as scheduled after which, the City completes the work and back charges the Contractor.

- **Right of Severance and Termination**

- i. **Remove Worker** – The City shall have the right to request removal of any specific Contractor worker from City contract properties for any of the following reasons:
 - The worker is deemed by the City to be incompetent or negligent based on the worker's inability to execute required project tasks.

- The worker fails to adhere to the City's standards.
 - The worker engages in misconduct.
- ii. **Termination** – The City reserves the right to terminate this contract with the Contractor upon ten (10) days advance written notice should Contractor fail to meet the obligations of the contract as noted above. Such failures include, but are not limited to:
 - Consistent failure to respond to requests for service or to remedy contract deficiencies,
 - Consistent failure to provide qualified, trained workers and supervisors,
 - Contractor failure to keep City informed.
- iii. **Back Charges** – City will bill Contractor for work not performed where City staff had to fill in.

ONSITE SAFETY

Maintenance and Operation of Equipment and Vehicles

The Contractor shall take necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment and vehicles. Contractor shall repair or replace, immediately, all equipment deemed by City to be unsafe, irreparable or in unsatisfactory condition. All vehicles shall have the contractor's name visible to the public.

Contractor shall operate equipment and vehicles to minimize service vehicles driving off pathways and hardscape onto turf and planters with irrigation and plants to prevent damage. Contractor shall use street frontages and parking areas rather than pathways and sidewalks when possible while operating vehicles in contract sites.

String Trimmers

Contractor shall train staff and operate all string trimmers in a safe manner. Training shall include proper techniques in avoiding flying debris and protecting staff, pedestrians, and vehicles from harm. Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. String trimmers shall not be used around trees. A 2' to 3' soil buffer zone shall be maintained around the circumference at the base of all trees, unless otherwise directed by City. Any trees damaged by string trimmers or mowers shall be replaced at no additional cost to the City.

Reference Materials

The following documents will be used to apply best and proper landscape practices and procedures unless otherwise specified or instructed. All specifications for materials to be used and construction guidelines will be based on the City of Gilroy Construction Standards unless otherwise noted and/or approved.

- Sunset New West Garden Book (Latest edition)
- Standard Practices of the International Society of Arboriculture

Cal-OSHA Requirements

The Contractor shall comply with all provisions of the California Occupational Health and Safety Act (OSHA), taking all precautions in the performance of the service to prevent injury to persons and property.

Accident Reporting

The Contractor shall immediately notify the designated City representative(s) of any accident, regardless of whether or not injury or damage is evident, involving the public and the Contractor's staff, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City.

MANAGEMENT AND SUPERVISION

The Contractor shall provide fully trained and qualified personnel. The staff activity will be closely monitored by City representative(s) at each site to detect operational irregularities and non-compliance with the Contract. It is the responsibility of Contractor's executive, management, and supervisory staff to oversee the activities of its staff throughout the range of its activities of all contract sites. The City will not supervisor the Contractor's supervisors or employees.

All Supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all staff and must demonstrate verbal and written communication skills sufficient for the work required herein.

The Contractor's crew leader and operational staff, in addition to their supervisory and management staff, shall be knowledgeable in this contract and its timelines. An outline of the task requirements, schedule and timelines for each site shall be kept with each crew. If any task cannot be thoroughly completed within the contract schedule, the City's representative shall be notified promptly in the prescribed manner established at contract startup.

Contractor shall be expected to take reasonable care to identify and report conditions, situations, and occurrences which may be harmful or result in decline of plant material or landscape or interfere with public use. If this care is not exercised, then repair of resultant damage to landscape or plant material shall be the responsibility of the Contractor.

Contractor is to incur all costs to assess, repair, or replace any physical property damaged as a result of Contractor's negligence or failure to take reasonable care to identify and report potential problems with the landscape.

Contractor shall inspect and identify any condition(s) that renders any portion of a site unsafe, as well as any unsafe practices occurring thereon, and shall immediately notify the City representative(s) of any unsafe or undesirable condition(s). Contractor shall take emergency safety actions to protect worker and/or the public from a developing or observed hazardous conditions. Safety action taken by the Contractor not related to normal contract services shall be appropriately compensated by the City when justified in writing and include any public safety call for service report number.

The Contractor shall make minor corrections including, but not limited to, filling minor holes in turf and activity areas, using barricades or traffic cones to alert the public to the existence of hazards, replacing Contractor-damaged valve box covers, and securing any damaged apparatus to protect members of the public or others from injury.

If needed, the Contractor shall assist the public by calling emergency assistance while at the site. The Contractor shall cooperate fully with the City in the investigation of any injury or death occurring at any site, including a complete written report.

During all operations, the Contractor shall comply with local ordinances regarding noise levels. Any scheduling of the Contractor's operations may be modified by City at no additional compensation to Contractor to ensure that the public is not unduly impacted by the noise of equipment or operations.

EXHIBIT "C"

MILESTONE SCHEDULE

Service Frequency and Schedules

Inspect and service every site base on the sample with once per week as a base standard. Less frequent or more frequent services may be approved as necessary to insure specifications and standards are met.

The Contractor shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work schedule shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor shall submit revised schedules / calendars when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review and, if appropriate, approval, within five (5) working days prior to scheduled time for the work.

At the discretion of City staff, weekly inspection meetings will be held (or more frequently if deemed necessary by the City) between the Contractor and the city representative(s) are to be scheduled to determine progress, review weekly site inspections and address any changes in schedules, problem areas, etc.

Contractor shall notify the City, in writing (email), at least two (2) weeks prior to the date and time of all pre-approved "Specialty Functions." **"Specialty Functions"** are defined as:

- a. Fertilization
- b. Tree Trimming/Management
- c. Aeration of Turf

Performance during Inclement Weather

During the periods that rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping. Leaf and down branch pickup and drain clearing are a high priority. Rainy days are not an excuse to pull workforce from city. Contractor shall continue landscape tasks that can be safely preform in the rain. Such as sidewalk pruning, low limb removal, or items that city contractor inspector points out.

Sites and On-Call services are also itemized under Exhibit "D" (payment/fee schedule).

EXHIBIT “D”
PAYMENT SCHEDULE

Billing to be submitted monthly at the completion of work with payments to be issued within 30 days of receipt.



Attachment B Landscape Maintenance Contract Fee Schedule Submittal for City Wide Landscape Contract 2025

Reference #	Aerial Map #	City of Gilroy - Contract Fee Schedule	Minimum Weekly Site Service Visit Frequency	Comments	Annual Maintenance Fee	Annual Irrigation Service Fee	Every other week gopher control	Total Annual Fee
Soundwalls/Medians/Islands/Trails								
1	1	3rd Street Roundabout	1	Roundabout and side planters.	\$10,035.31	\$ 1,060.47		\$ 11,095.77
2	18	10th Street medians West of 101	1	Two medians.	\$5,017.65	\$ 530.23		\$ 5,547.88
3	22,23	Babb's Creek Park Preserve on Oak Brook & Babb's Creek	1	Sidewalks, park strip planters, drainage ponds (irrigation), concrete fence lines (weeds), Street Frontage, Plant encroachment, Bridge, 2 garbage cans. And trail to Santa Teresa.	\$4,230.78	\$ 1,060.47		\$ 5,291.24
4	30	Bike Path from Village Green Park to Gateway Park. Includes Roundabout in Hacker Pass Hwy	1	Approximately 3.5 miles of trail. Waiting for construction to begin-Weed control 2' on each side of bike path. Weed control around concrete fence, one foot into preserve and around planted trees and plants.	\$10,035.31	No Irrigation		\$ 10,035.31
5	3	Shawell-Fence line along golf course	1	Both sides of street. Keep native vegetation look and keep plant from encroaching into street or pathway.	\$5,017.65			\$ 5,017.65
6	11,15	Chastnut Pedestrian Bridge	1	Chastnut Street dead ends into Pedestrian Bridge and crosses over to Lewis Street East Gilroy.	\$5,017.65	\$ 530.23		\$ 5,547.88
7	22	Cowside Soundwall	1	On Santa Teresa north of Thomas (east side)-access from Thomas along trail.	\$5,017.65	\$ 530.23		\$ 5,547.88
8	24,25	Lewis Trail North and South-Uvas Creek Park Trails	1	Maintain weed free 2 feet on each side of trail-approximately 2.5 miles long-Santa Teresa Bridge to Sports Park.	\$5,017.65	No Irrigation		\$ 5,017.65
9	16	East 6th & Camino Arroyo and Trail to Bridge (see item street Trail Map) Corner Landscapes at 6th Camino Arroyo	1	See 6th street trail map. Maintain weed free 2 feet on each side of trail. No Mow-Turf in planters on 6th and Camino Arroyo.	\$5,017.65	\$ 530.23		\$ 5,547.88
10	14	Gilman - Island	1	Raise trees as needed.	\$5,017.65	No Irrigation		\$ 5,017.65
11	10	Laneway medians	1	Four median islands on Laneway Road/State Highway right of way/ Traffic Controls.	\$10,035.31	\$ 1,590.69		\$ 11,626.00
12	7	Lions Creek Trail	1	Maintain weed free 2 feet on each side of trail. Garbage cans need to be serviced. Trail runs from Kern through Wren and on to Farrell. No irrigation.	\$5,017.65			\$ 5,017.65
13	6	Longmeadow - Soundwall	1	North side between Santa Teresa and Rodeo.	\$5,017.65	\$ 530.23		\$ 5,547.88
14	23	Luchessa - Soundwall and Median	1	Between Greenfield and Luchessa.	\$10,035.31	\$ 1,590.69		\$ 11,626.00
15	20,21	Luchessa/S. Monterey - Soundwall and Median	1	Mowing Delta Bhasgura Native Burgrass-Turf is to be trimmed with string trimmer and to late spring (or when directed by city representative) to remove the flowers or seed heads. Never remove more than 1/3 of the leaf blade with any single mow cycle. Long informal look to maintain. Trim along concrete edges.	\$15,052.95	\$ 2,120.92		\$ 17,173.88
16	20,23	Luchessa/Thomas Roundabout	1	Roundabout and surrounding planters around circle.	\$5,017.65	\$ 530.23		\$ 5,547.88
17	30	Luchessa Trail	1	Trail from Sports Park NPE entrance to Luchessa. Includes mowing of weeds to sound walls and bottom of levee slope. Trees along trees are also included.	\$4,918.40	No Irrigation		\$ 4,918.40
18	5,6	Mantelli - Soundwall West (Mantelli Gap)	1	Soundwall on north side only.	\$3,512.17	\$ 530.23	Not Included	\$ 4,042.41
19	5,6	Mantelli Soundwall and Park strips East (Mantelli Gap)	1	Soundwall and park strips on both sides of street.	\$3,512.17	\$ 530.23		\$ 4,042.41
20	7	North Monterey - Soundwall	1	Soundwall on North Monterey Road on Westside South of Farrell.	\$5,017.65	\$ 530.23		\$ 5,547.88
21	16,17	Camino Arroyo Contra/Lewis Median-Raise Median	1	4 Camino Arroyo Landscaped Median Islands (One on Raise).	\$10,035.31	\$ 1,590.69		\$ 11,626.00
22	2	Ponderosa Soundwall	1	On east side of Santa Teresa south of 1st street.	\$3,512.17	\$ 530.23		\$ 4,042.41
23	1	Ponderosa -Median	1	On Ponderosa-Large oak and cobblestones.	\$3,512.17	\$ 530.23		\$ 4,042.41
24	20	Princetonville - Soundwall across from Gilroy High School	1	Liquid Amber Street Trees.	\$5,017.65			\$ 5,017.65
25	8	Pierce Street Island	1	Very small island Church and Pierce.	\$3,512.17			\$ 3,512.17
26	39	Ronan Trail-3/4 miles long	1	Trail from Laneway to 6th Street along the Ronan Channel from trail to fence lines and top of bank of channel.	\$9,183.84			\$ 9,183.84
27	17	Camino Arroyo Medians (2), south of 10th	1	Camino Arroyo Medians (2) south of 10th Street.	\$4,042.41	No Irrigation		\$ 4,042.41
28	41	Trails at 6th and Camino Arroyo	1	Monterey St., Laneway & Camino Arroyo and other non-landscaped medians.	\$5,406.00			\$ 5,406.00
29	20	Monterey medians between 10th and Luchessa	1	Oliverdars need to be pruned back every other year.	\$5,017.65			\$ 5,017.65
30	20	Monterey medians between 101 and Luchessa	1	Irrigation tied in with the Sports Park.	\$3,512.17	\$ 530.23		\$ 4,042.41
31	5,6	Santa Teresa Streetscape (Aves 1,2,3 and 4)	1	Soundwall and median on Santa Teresa from 1st to Sunrise.	\$20,070.60	\$ 4,241.84		\$ 24,312.45
32	22,23	Thomas - Soundwall	1	Soundwall between Luchessa and Santa Teresa.	\$3,512.17	\$ 530.23		\$ 4,042.41



Attachment B Landscape Maintenance Contract Fee Schedule Submittal for City Wide Landscape Contract 2025

33	25	School Trail (Solano Middle School)	1	Trail from Ranch Site to Club Drive and on to Santa Teresa Bridge-Weed both sides of trail 24" from edge of path.	\$5,017.65			\$ 5,017.65
34	32	Uvas Park Dr South (Both Sides of street)/Miller Ave & 10th	1	Soundwall & Post and cable zones on 10th/Uvas Park Drive to Wren and down Miller.	\$3,512.17			\$ 3,512.17
35	1	Uvas Park Drive North/3rd Street	1	Soundwall and along concrete fence line.	\$3,512.17	No Irrigation		\$ 3,512.17
36	23	Village Trail fence line around detention ponds, Riverview walkway	1	Fence line on north side of Luchessa between Village Trail and Village Place, along Village Place to Riverview and down Riverview. Pathway along Riverview until it dead ends at Village Place. Includes trail from Riverview to Luchessa at Thomas Roundabout.	\$3,512.17			\$ 3,512.17
37	2	Village Greens - SW	1	Santa Teresa (west side) from 3rd to Gateway Park.	\$3,512.17	\$ 530.23		\$ 4,042.41
38	33	Wren Island	1	Median on Wren (large Valley Oak) south of 1st Street.	\$3,512.17	No Irrigation		\$ 3,512.17
Subtotal					\$225,474.65	\$20,679.03		\$ 246,153.68

	Aerial Map #	City of Gilroy - Contract Fee Schedule		Comments	Annual Maintenance Fee	Annual Irrigation Service Fee		Total Annual Fee
Civic Building/Areas								
39	18	Chastnut Fire Station & HDQ (E 9th St.)	1	Oliverdars along back fence line included/along with small back landscaped area.	\$2,556.72	\$ 530.60	Not Included	\$ 3,087.32
40	27	Chick Center-7th & Church parking lot	4		\$5,113.45			\$ 5,113.45
41	27	Chick Center-7th and Rosanna SW and NE Park Lens	4		\$6,817.13	No Irrigation		\$ 6,817.13
42	27	Chick Center Old PD	4		\$10,226.09			\$ 10,226.09
43	27	Chick Center-6th Street Turf 7390 Dowdy St.	4		\$6,817.13	\$ 1,590.89		\$ 8,408.02
44	27	Chick Center-Wheeler Auditorium-250 W Sixth Street	4	Sixth and Church-Turf along Church.	\$6,817.13	\$ 1,590.89		\$ 8,408.02
45	27	Chick Center-City Hall and Plaza 7351 Rosanna	4		\$6,817.13	\$ 1,061.22		\$ 7,878.34
46	27	Chick Center-New PD/Senior Center-7301 Hanna Street	4		\$7,669.37	\$ 1,061.22		\$ 8,730.58
47	27	Chick Center-New Library-350 Sixth Street	4		\$6,817.13	\$ 1,061.22		\$ 7,878.34
48	26	Corp Yard Frontage (613 Old Gilroy St.)	1	Landscape along Old Gilroy and hedges inside employee parking lot.	\$2,556.72	No Irrigation		\$ 2,556.72
49	9	Las Animas Fire Station	1	Includes landscape in backyard.	\$2,556.72	\$ 265.76		\$ 2,822.48
50	12	Museum (195 7th St.)	3	Front yard only.	\$2,556.72	\$ 530.60		\$ 3,087.32
51	28	Sunrise Fire Station/Sunrise Soundwall (880 Sunrise Dr.)	1	Includes landscape in backyard.	\$2,556.72	\$ 265.76		\$ 2,822.48
Subtotal					\$69,878.13	\$7,958.17	Subtotal	\$ 77,836.30



Attachment B Landscape Maintenance Contract Fee Schedule Submittal for City Wide Landscape Contract 2025

		Parks		Comments			Site Remed Control*	
51	26	Butcher Park (602 Old Gilroy Street)	7	Across from City Corporation Yard.	\$11,620.63	\$ 1,909.36	Not Included	\$ 13,529.99
52	31	Gateway Park/SW corner of Santa Teresa/Hacker Pass	1	Approximately 0.75 acres, no turf, large patio/gathering spot.	\$11,620.63	\$ 1,909.36	Not Included	\$ 13,529.99
53	4	Carriage Hills and Trail (1701 Crest Hills Way)	3	Trail to be kept weed free two feet from edge of trail. 2.94 total acres of park/1.14 acres of turf.	\$14,100.85	\$ 2,121.51	\$ 424.00	\$ 16,646.36
54	25,32	CHP-Christmas Hill Park & Ranch Site (7049, 7050 Miller Ave)	7	Hillside and Creek not in contract-33.3 total acres-13.75 acres of turf.	\$55,065.71	\$ 6,363.58	\$ 1,590.00	\$ 63,019.29
55	34	Codyway Casper Park	3	Total Landscaped area 87,000 square feet/63,000 square feet of turf area.	\$14,100.85	\$ 2,121.51	\$ 424.00	\$ 16,646.36
56	6	Del Ray Park (9001 Calle Del Ray)	3	Shared with school district. The side walk is dividing line for turf. 3.7 total acres/1.4 acres of turf.	\$11,620.63	\$ 1,909.36	Not Included	\$ 13,529.99
57	25	El Roble Park (7550 Wynn Ave)	3	Park abuts School Turf. 3.5 total acres/1 acre of turf.	\$11,620.63	\$ 1,909.36	Not Included	\$ 13,529.99
58	7	Farwell Park	1	3 acres of turf and five trees in park strip-This includes small area along north east fence line where the turf ends where weeds used to be controlled.	\$16,582.00	\$ 3,181.79	\$ 848.00	\$ 20,611.80
59	13,14,18	Forest St. Park (7321 Forest Street)	3	0.8 total acres/0.26 acres of turf.	\$11,620.63	\$ 1,909.36	Not Included	\$ 13,529.99
60	35	Hacker Pass Park	3	5.0 acre park and preserve areas. 1.2 acres of turf.	\$11,090.63	\$ 2,121.51	\$ 530.00	\$ 13,742.14
61	Map 1 City Wide	East Deholl & Uvas Creek Linear Park-West of Hacker Park.	1	129,896 square feet of Non-irrigated hydroseeded "Habitat" Mix plus planting.	\$14,524.85	\$ 2,121.51	\$ 742.00	\$ 17,388.36
62	36	West Deholl & Uvas Creek Linear Park West of East Deholl & Uvas Creek Linear Park -Starts at path at end of Granddell Way	1	135,000 square feet of Non-irrigated hydroseeded "Habitat" Mix plus planting.	\$12,745.44	\$ 2,121.51	\$ 636.00	\$ 15,502.95
63	8	LAMP - Las Animas Veterans Park (350 Mantelli Drive)	7	Creek is not included. Contractor will do to top of bank. 30.12 total acres of park/18.25 acres of turf. No blooms use mulch other than or near creek on Sunday	\$51,111.91	\$ 6,363.58	\$ 1,590.00	\$ 59,065.49
64	6	Los Arroyos (801 Moro Drive)	3	2.5 acres of park/1.6 acres of turf.	\$15,493.55	\$ 2,121.51	Not Included	\$ 17,615.06
65	25	Miller Park (7931 Canal Street)	7	4.19 total acres of park/4 acres of turf.	\$30,986.16	\$ 4,242.08	\$ 848.00	\$ 35,228.24
66	5	Rainbow Park (980 Mantelli Drive)	3	2.22 total acres/1.06 acres of turf.	\$14,524.85	\$ 2,121.51	\$ 424.00	\$ 16,646.36
67	29	Rose park (Hanna and Oak Court)	3	0.64 total acres of park/0.16 acres of turf.	\$11,620.63	\$ 1,909.36	\$ 424.00	\$ 13,529.99
68	15	San Ysidro Park (451 Lewis Street)	7	9.25 total acres of park/4.14 acres of turf.	\$30,138.16	\$ 4,242.08	\$ 848.00	\$ 35,228.24
69	21	Sports Park (3925 Montway Frontage Road)	7	6 acres of turf.	\$35,226.16	\$ 4,242.08	\$ 848.00	\$ 40,316.24
70	4	Sunrise Park (9125 Saddle Drive)	3	7 total acres of park/3.38 acres of turf.	\$17,430.00	\$ 2,121.51	Not Included	\$ 19,551.51
71	1	Village Green Park (SW Third and Santa Teresa)	1	No turf-preserved area to be mowed after wildflower bloom and as needed. 1.64 Acres.	\$11,090.63	\$ 1,061.22	\$ 530.00	\$ 12,681.85
		Subtotal		Subtotal	\$413,935.57	\$58,124.59	\$9,010.00	\$ 481,070.16



Attachment B Landscape Maintenance Contract Fee Schedule Submittal for City Wide Landscape Contract 2025

	Aerial Map #	City of Gilroy - Contract Fee Schedule		Comments	Annual Maintenance Fee	Annual Irrigation Service Fee	Supplemental Annual Rodent Control Services	Total Annual Fee
		Downtown (Map pages 11/12/13/19/20)		Downtown				
72	13	Art Center Turf (7347 Montway St.)	7	Turf irrigation will be controlled by New Controller in Downtown Government Parking Lot	\$11,929.76	\$ 1,590.89	Not Included	\$ 13,520.65
73	11,12	4th St. - Montway to Egleberry St.	7		\$11,929.76	\$ 1,061.22		\$ 12,990.98
74	11,12	5th St. - Montway to Egleberry St.	7		\$11,929.76	\$ 1,061.22		\$ 12,990.98
75	11	West 5th Street and Parking Lot	7	5th street from Egleberry through parking lot to Ally Way	\$5,964.87	\$ 1,061.22		\$ 7,026.09
76	12	6th St. - Egleberry to Railroad Tracks	7	Including new planters on each Egleberry/6th street corners.	\$11,929.76	\$ 1,061.22		\$ 12,990.98
77	12,13,14	6th St. - Railroad tracks to Rogers Lane	1	Planter Islands/Paver Aways	\$2,556.72	\$ 265.76		\$ 2,822.48
78	12	Egleberry St. Vacant Lot	7		\$5,964.87	No Irrigation		\$ 5,964.87
79	13	Horseshoe - Parking lot	7		\$5,964.87	No Irrigation		\$ 5,964.87
80	11	Lewis St. - Montway to RR-Street Trees/Sidewalks	7		\$11,929.76	\$ 530.60		\$ 12,460.36
81	11	Martin St. - Montway to RR-Street Trees/Sidewalks	7		\$11,929.76	\$ 530.60		\$ 12,460.36
82	19,20	Montway Rd 8-10 (sidewalk only)	1		\$5,113.45	\$ 530.60		\$ 5,644.05
83	42	Downtown Government Parking Lot	7	Egleberry St. /7th Street Parking Lot-Under Construction-No turf-Chip and bubble.	\$5,109.20	\$ 1,590.00		\$ 6,699.20
84	11,12,13	Montway Streetscape - 3rd to 8th St.	7	Include both sides of Montway and the Median. Includes hanging basket plant care and irrigation.	\$11,929.76	\$ 530.60		\$ 12,460.36
85	37	Old Youth Center Parking Lot	7	Parking lot at Railroad and 6th NE corner. 5 Trees and bubble irrigation.	\$3,358.08	\$ 279.84		\$ 3,637.92
86	12	Downtown Plaza	7	Connects 5th/6th Parking a lot to Montway Street.	\$5,964.87	\$ 265.76		\$ 6,230.64
87	11,12	Parking Lot Egleberry 4th/5th	7		\$5,964.87	No Irrigation		\$ 5,964.87
88	12	Parking Lot Egleberry 5th/6th	7		\$5,964.87	No Irrigation		\$ 5,964.87
		Subtotal			\$135,435.01	\$10,359.55		\$ 145,794.56



**Attachment B Landscape Maintenance Contract Fee Schedule Submittal
for City Wide Landscape Contract 2025**

Supplemental "ON CALL" Services				Minimum Call Out Hours			
89	Supplemental Rodent Control/Visit	200	Price is based on 100 Site visits per year and will be billed monthly as work is requested.	1	\$ 220.00	Site Visit Rate	\$44,000
90	Supplemental Irrigation Repair Crew for mainline repairs	300	This will include irrigation mainline and wire repair. Rate per main hour.		\$ 98.00	Hourly Rate	\$29,400
91	Supplemental Irrigation Repair Materials Allowance		Fixed Amount do not change.				
92	Supplemental plant insect and disease control allowance		Fixed amount. If insect or disease control is necessary. Contractor will quote city for additional pest control.				
93							
94		Amount	Purchase and Planting Pricing as requested by City. Type to be determined by City.	Price/Item			
95	Planting 36" box tree with two stakes	5	Base on planting one tree.	\$ 940.00			\$4,700
96	Planting 24" box tree with two stakes	10	Base on planting one tree.	\$ 495.00			\$4,950
97	Planting 15 gallon trees with two stakes	30	Base on planting one tree.	\$ 195.00			\$5,850
98	Planting five gallon plants	200	Base on planting 10 plants minimum.	\$ 40.00			\$8,000
99	Planting one gallon plants	200	Base on planting 20 plants minimum.	\$ 18.00			\$3,600
100	Downtown Hanging Baskets (baskets provided by City)	3	Hanging Basket on Monterey between 4th and 6th/3 seasonal changes.	\$ 500.00	Per Change Out		\$1,500
							\$102,000

Supplemental "ADDITIONAL" Services						Annual Fee
101	Trash & Debris Disposal		All Trash, Debris, and Greenwaste disposed of by Contractor	*Included in contract price		Included



**Attachment B Landscape Maintenance Contract Fee Schedule Submittal
for City Wide Landscape Contract 2025**

Service Days a week	Street Median Maintenance Locations. These medians sites have no landscape.		Annual Fee
Monterey Road Sites			
101			
102	1	2-Medians between Farrell and Colmaury	\$ 800
103	1	1-Median between Pierce and Leavelley	\$ 400
104	1	2-Medians between Leavelley and Howson Street	\$ 800
105	1	1 Median between 1st and Second Street	\$ 400
106	1	1 Median between JOOF	\$ 400
107	1	1-Median between JOOF and 3rd	\$ 400
108	1	1-Median between 3rd and 4th Street	\$ 400
109	1	1-Median between 10th and Augra Way	\$ 400
110	1	1-Median between Lechessa and Monterey Frontage Road	\$ 400
111		Leavelley Road	
112	1	2-Medians between Monterey Road and Forest Street	\$ 800
113	1	1-Median West of San Ysidro	\$ 400
114		Camino Arroyo	
115	1	1-Median between 6th and Lombard Way	\$ 400
116	1	2-Medians on Ram Way	\$ 800
117	1	1-Median Arroyo Circle north of 6th Street	\$ 400
118	1	1-Median on Las Animas at Monterey	\$ 400
119	1	1-Median on Lechessa by Pinewalke	\$ 400
120	1	1-Santa Teresa and 1st Street Median NE corner	\$ 400
Total Street Medians Annual Cost			\$8,400

Street Medians included weed abatement and litter pickup-No curb cleaning



**Attachment B Landscape Maintenance Contract Fee Schedule Submittal
for City Wide Landscape Contract 2025**

WATER FACILITIES			Estimated Crew Hours,³ per visit	Total for two site visits/year	Annual Fee⁴
Water Facilities²					
121	Wall 1	7782 Monterey St (at I.O.O.F. Ave)	\$ 160	\$ 320	\$320
122	Wall 2	660 1st Street (at Pinacerville St.)	\$ 160	\$ 320	\$320
123	Wall 3-2	7325 Forest Street (at Forest Park)	\$ 160	\$ 320	\$320
124	Wall 4	695 9th St. (at Pinacerville St.)	\$ 160	\$ 320	\$320
125	Wall 5-2	8295 Murray Ave (200 Ft South of Laszley)	\$ 160	\$ 320	\$320
126	Wall 6	6552 Brown Lane (South end of Brown Lane)	\$ 160	\$ 320	\$320
127	Wall 7	7820 Arroyo Circle (South end of Wal-Mart)	\$ 160	\$ 320	\$320
128	Wall 8 & 8a	701 6th St (at Camino Arroyo)	\$ 160	\$ 320	\$320
129	Reservoir "A"	1521 Walburn Ave. (at Rancho Real Dr./North side)	\$ 1000	\$ 2,000	\$2,000
130	Reservoir "B" & "G" 1 & 2 & Booster 6	6301 Miller Ave. (Santa Theresa Blvd.)	\$ 1600	\$ 3,200	\$3,200
131	Reservoir "C" 1 & "C" 2 & Booster 2	2116 Mastelli Dr. (at Petwinkle Dr.)	\$ 600	\$ 1,200	\$1,200
132	Reservoir "D" 1 & "D" 2	2256 Petwinkle Dr. (South end)	\$ 600	\$ 1,200	\$1,200
133	Reservoir "E" 1 & "E" 2	7402 Hoylake Ct.	\$ 160	\$ 320	\$320
134	Booster 1	1753 Rancho Hills Ct.	\$ 160	\$ 320	\$320
135	Booster 3	2145 Country Dr.	\$ 160	\$ 320	\$320
136	Booster 4	9257 Rancho Hill Dr.	\$ 160	\$ 320	\$320
Total Water Facilities					\$11,440



City of Gilroy

STAFF REPORT

Agenda Item Title: Introduction of an Ordinance of the City Council of the City of Gilroy Adjusting Future Mayor and City Council Member Salaries

Meeting Date: September 9, 2024

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

Council:

1. Motion to read the ordinance by title only and waive further reading of the ordinance; and
2. Introduce an ordinance of the City Council of the City of Gilroy adjusting future mayor and city council member salaries.

BACKGROUND

At the April 8, 2024 regular meeting of the Gilroy City Council, staff presented to Council a potential adjustment to the compensation for future mayor and city council member salaries. The triggering reason for this item was the passage and signing into law of Senate Bill (SB) 329, which increased the amount of compensation that general law cities were authorized to pay to their council members.

The stated purpose of SB 329 was that increasing the compensation levels “help city councils become more diverse because increased compensation can help individuals

from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families”¹.

At the April 8, 2024 meeting, the City Council after deliberation issued direction to proceed with the process to increase compensation for city council members to the SB 329 rate of \$1,600 per month and increase the mayor’s compensation to 50% higher than that rate, consistent with the current practice of the City.

ANALYSIS

The City of Gilroy is a charter city and is not bound to follow this legislation. Monthly compensation for general law cities of similar size was increased to \$1,600 in SB 329. With a current monthly compensation for Gilroy City Council Members set at \$1,022, the City of Gilroy is compensating its council members 56.6% below that amount which is now allowed of general law cities.

By increasing the compensation, the current City Council would be addressing the intent of state legislation to better offset expenses for those who may serve as a future member of the City Council, and thereby potentially enhancing the diversity of candidates for office, as cited in SB 329.

Currently, the total Council salaries budgeted for Fiscal Year 2025 is \$89,289. The proposed increase would total an additional \$52,020 in fiscal impact. Below is the amount of the increase:

	Current Monthly Stipend	Number of Seats	Current Monthly Total	Current Annual Total
Council Member	\$1,022	6	\$6,132	\$73,584
Mayor	\$1,533	1	\$1,533	\$18,396
			\$7,665	\$91,980

	Proposed Stipend	Number of Seats	Proposed Monthly Total	Proposed Annual Total
Council Member	\$1,600	6	\$9,600	\$115,200
Mayor	\$2,400	1	\$2,400	\$28,800
			\$12,000	\$144,000

Total Difference	\$4,335	\$52,020
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¹ From the recitals of SB 329, as adopted.

Although the total annual increase would be \$52,020, only \$26,010 would actually be increased in the current fiscal year, as the new rate would only apply beginning January 1, 2025, halfway through the current fiscal year. The annual amount would be established, along with any CPI increase pursuant to adopted Ordinance No. 99-01, for inclusion in the next budget cycle.

ALTERNATIVES

Council may modify or reject the ordinance. Not recommended. The amounts were deliberated by Council in April with direction for the proposed compensation adjustment to return for consideration. Establishing adequate compensation for losses due to time off from gainful employment to serve at Council meetings as well as on assigned boards and commissions may provide opportunities for those who wish to serve on Council in the future, but who might otherwise not be able to due to the financial impact of service.

FISCAL IMPACT/FUNDING SOURCE

\$52,020 from the General Fund ongoing, increased by the Consumer Price Index. The amount incurred in Fiscal Year 2025 is only \$26,010 and will be absorbed within existing appropriations. The full increase will be included in future budget proposals to Council as part of the next budget cycle.

PUBLIC OUTREACH

This item was discussed previously at the public, regular meeting of the Gilroy City Council on April 8, 2024. Additionally, the matter was included on the publicly posted agenda for this meeting.

NEXT STEPS

Should Council vote to introduce the ordinance, the ordinance will return to the next regularly scheduled meeting of the City Council for adoption.

Attachments:

1. Proposed Ordinance.
2. Staff report from the April 8, 2024 regular City Council meeting.

ORDINANCE NO. 2024-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY
AMENDING ORDINANCE NO. 99-01 ADJUSTING FUTURE MAYOR
AND CITY COUNCIL MEMBER SALARIES**

WHEREAS, the California Constitution grants Charter Cities the authority to determine the manner, method, and terms of compensation for officers; and

WHEREAS, Section 805 of the Gilroy City Charter states that compensation of all officers shall be by salary fixed by ordinance or resolution; and

WHEREAS, Ordinance No. 99-01, adopted by the City Council on February 16, 1999, sets forth salaries for Council Members and the Mayor, and provides for salary increases on a fiscal year basis in accordance with the San Francisco/Oakland Consumer Price Index (CPI); and

WHEREAS, such increases from time-to-time have not been made effective due to various economic reasons; and

WHEREAS, on June 29, 2023, the California Legislature passed, and Governor Newsom signed, Senate Bill (SB) 329, authorizing an increase to city council compensation for general law cities, so that the compensation can be set at levels that may “help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families”; and

WHEREAS, the City also seeks to facilitate public service from individuals across different income levels so that they can serve the community and support their families; and

WHEREAS, at the April 8, 2024 regular meeting of the Gilroy City Council, the City Council issued direction to staff to bring back an increase in compensation for future Council Members at the SB 329 rate, and the Mayor to be compensated by an additional 50%, consistent with current practice.

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

SECTION I

The foregoing recitals are true and correct and are incorporated herein by this reference as findings of the City Council.

SECTION II

Section II. of Ordinance No. 99-01 is hereby amended to read as follows:

Beginning January 1, 2025, members of the Gilroy City Council shall be paid the following salaries for their services:

- (a) Each Councilmember shall receive a salary of \$1,600.00 per month, with future increases on a fiscal year basis in accordance with the San Francisco/Oakland Consumer Price Index (CPI).
- (b) The Mayor shall receive a salary of \$2,400.00 per month, with future increases on a fiscal year basis in accordance with the San Francisco/Oakland Consumer Price Index (CPI).

SECTION III

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Gilroy hereby declares that it would have passed and adopted this ordinance and each section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION IV

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GILROY
this 16th day of September, 2024 by the following vote:

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

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title:

Legislative Update

Meeting Date:

September 9, 2024

From:

Jimmy Forbis, City Administrator

Department:

Administration

Submitted By:

Jimmy Forbis, City Administrator

Prepared By:

Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization
Ensure Neighborhood Equity from City Services
Promote Economic Development Activities
Promote Safe Affordable Housing for All
Maintain and Improve City Infrastructure

RECOMMENDATION

Council receive the report and provide direction regarding Council's desire to support or oppose any upcoming legislation or ballot measures.

BACKGROUND

At the April 15, 2024 regular City Council Meeting, staff commenced a legislative update to Council of bills being considered in the State Legislature in the works. The report identified several bills that were moving through various levels of becoming law. Staff is providing an update to those pieces of legislation.

ANALYSIS

In addition to the update of the bills presented previously, there are also new statewide propositions that have been introduced as part of the election year. Attached to this report is a document summarizing the bills and identifying the status and changes to them. Additionally, the report includes those statewide propositions that are anticipated to affect cities, as well as any local ballot measures that would impact the community of Gilroy, which there was only one that was also recently pulled from the ballot.

Staff reached out to the League of California Cities regarding the possibility of coordinating legislative updates. The League is currently recruiting for our regional public affairs manager. The region is represented in the interim by another regional manager, who had pre-existing obligations for this meeting. The interim representative mentioned that the intent is to have the position filled by the annual convention, and the new regional public affairs manager will meet with the cities in the region at the convention. Going forward, these legislative updates will be collaboratively produced with information from the League, as well as City staff monitored bills and assessment of impacts.

Finally, at the previous report, the item did not request if Council desired to support or oppose any of the legislation. As part of the recommendation, staff has added a listing for Council to consider if there are any bills, propositions, or ballot measures that Council wishes to support, oppose or take no position on and will continue to have such options on future updates should Council wish to pull any of them.

ALTERNATIVES

Council may determine to provide support, opposition or no position to any of the items in the legislative update.

FISCAL IMPACT/FUNDING SOURCE

None. This item is an informational update.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting. No other outreach has been conducted.

NEXT STEPS

Should Council determine to support or oppose any of the legislative update items, staff will work with the Mayor or directed member of Council to draft a formal letter of support or opposition to the item.

Attachments:

1. Legislative Update - September 2024.

Bill or Measure	What it Does	Status
State Legislature Bills		
SB 1037	Increased Penalties for Housing Element Non-Compliance (Update) - Any action by the Attorney General to enforce: - Adoption of housing element revisions - Any state law that requires the City to ministerially approve any land use decision or permitting application for a housing development project - City would be subject to a penalty of between \$10,000 to \$50,000 per month, for each violation; as well as AG fees to prosecute - If City does not pay the penalty, court may require the State Controller to intercept the City's funds - Statewide concern – applies to charter cities	This bill has passed both houses and, as of August 31st, being enrolled to be sent to the Governor's desk for signature. One key amendment is that if an action is brought against a city, and the city fails to meet the schedule outlined in the decision, the court is to modify its order to impose the maximum penalty of \$50,000 per month for every month until the substantial compliance is reached.
SB 937	Permit Fees Collected after Permit Final Inspection (Update) - Housing entitlements extended from 18 months to 24 months within a certain range - Caps utility service fees (i.e. connections) to actual expenses incurred - Priority residential development projects – City could not require payment of fees or charges for public facilities until certificate of occupancy is issued - City may enter into a contract to require later payment, as long as city posts model contract on website before contract demanded of developer	Amended five times since the previous report, this bill has passed in both houses as of August 28th. The bill is being finalized and readied for potential signature by the Governor. There are exceptions provided now where certain improvement costs that are related to water, sewer, and public safety may be collected earlier, based on particular conditions.
AB 2433	Private, Third-Party Building Inspections (Update) - Cities must post fees online for building inspection - Applicants may contract, at applicant's expense, private inspectors if City is later than allowed timeframes after submittal - Plan checks if City delays 30 days or more - Inspections if not completed by City within 5 days of receiving request for inspection - City may provide a list of recommended inspectors	This bill has passed the Assembly and is in Committee in the State Senate. The hearing has been postponed since June 3, 2024 Bill has been significantly amended, and now has removed the ability of an

Bill or Measure	What it Does	Status
	Affidavit of inspector and penalty of perjury applies	applicant to secure an independent inspector on their own. If a local agency fails to provide the inspection within 60 days, the agency must reimburse the applicant their permit fees. If inspection does not occur within 30 days, then the local agency may either complete the work before 60 days, or contract with an independent inspector to complete the work, at the determination of the local agency.
AB 2371	Prevents Cities from Banning Electrified Security Fences (Update) - Cities may, to certain degrees, prohibit or regulate electrified security fencing around commercial, manufacturing or industrial purposed property - Bill adds vehicle and material retail purposes - Cities may no longer ban security fencing, nor regulate standards, as long as the fencing is around such property and meets International Electrotechnical Commission standards - All other electrified security fencing may still be regulated by the City, by ordinance - Applies to charter cities	This bill passed both houses and was presented to the Governor at 4 PM on August 28, 2024. Significant amendments made to limit the scope of facilities that may have electrified security fencing to manufacturing or industrial property, but legally authorized to be used for storage of vehicles, equipment, materials, freight, or utility infrastructure. The City has some regulatory controls restored by ordinance, but as long as certain criteria on security fencing is met per set standards, the City may not prohibit its construction.
AB 1890	Public Works Projects Reporting (Update)	This bill passed both houses and was presented to the Governor at 4 PM on August 28, 2024.

Bill or Measure	What it Does	Status
	- Requires awarding bodies of public works contracts to notify Department of Industrial Relations whenever the following occurs: - Change in the identity of a contractor - Change in identity of a subcontractor performing the project - Within 30 days if a contract change exceeds \$10,000	Amended so that the provisions apply to contracts under \$10,000 when the change increases the amount to over \$30,000, or for contracts over \$30,000 when the change is the lesser of 25% or \$200,000.
SB 1209	LAFCo Insurance Coverage (Update) Allows a LAFCo to require, as a condition for processing organization, reorganization, a sphere amendment or update, or any other action or determination requested by the commission, that the applicant agree to defend, indemnify and hold harmless the commission, its officers, agents, etc., from any claim or action against the same relating to the action or determination of the commission	This bill has passed in both houses and presented to the Governor on September 3rd. It was amended to expand the coverage to claims, actions, or proceedings “to attack, set aside, void, or annul an approval”, as opposed to “arising from or relating to the action or determination”.
AB 2583	School Walk Zones (Update) - Reduces school zone speeds from 25 to 20 MPH - Allows the City to establish 25 MPH speed limit when approaching a school district from a distance of 500 to 1,000 feet - Exempts school zones from what constitutes a speed trap in the California Vehicle Code relating to enforcement	Amended in the State Senate three times, and three additional times in the Assembly after the previous report. Amendments to general plan language removed, but it did not impact the overall effect of the legislation on school zone speeds. Bill has passed the assembly, and has been moved to the Senate Appropriations Committee – Held under submission – no vote yet to move it out of committee
AB 2430	End of Affordable Housing Monitoring Fees (Update) If a density bonus development project is approved, and certain conditions are met, the City may no longer apply a monitoring fee to offset costs to monitor and enforce affordability restrictions and performance	This bill has passed in both houses as of August 28th. The bill is being finalized and readied for potential signature by the Governor.

Bill or Measure	What it Does	Status
	This applies as well to any development already in existence, and if the conditions are met the development is no longer subject to the monitoring fee established.	No major changes to the provisions as summarized were made.
AB 2561	Meet and Confer on Vacancies (Update) 10% vacancy rate in a bargaining unit for more than 90 days of the past 180 days - Meet and confer to publish a plan to fill all vacant positions within the next 180 days - Requires a public hearing to present the plan to the City Council - Must publish the plan on the City's website for one year - Bill proposes to be a matter of statewide concern - Charter Cities would be obligated to comply	This bill has passed the Assembly and State Senate, and is being enrolled as of August 31st to be presented to the Governor. The bill has had some major changes: - No meet and confer is required - Public agency must present status of vacancies and recruitment/retention efforts during a public hearing before the governing board at least once per fiscal year. - For agencies with multi-year adoption, the presentation must be made prior to the adoption of the final budget - During the hearing, the public agency shall identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process - Recognized employee organization for a bargaining unit shall be entitled to make a presentation at the public hearing where status of vacancies and recruitment and retention efforts for positions within that bargaining group

Bill or Measure	What it Does	Status
		If the number of vacancies within a single bargaining unit meets or exceeds 20% of the total authorized positions, upon the request of the recognized employee organization, the local agency must include a list of data and information in the presentation
Local And Regional Ballot Measures		
<u>Pulled from Ballot</u> Regional Measure 4	Bay Area Regional Housing Finance Authority - Bay Area Affordability Plan. To address housing affordability and reduce homelessness by: - Providing an estimated 70,000 affordable apartments/homes; - Creating homes near transit, jobs, and stores; - Converting vacant lots/blighted properties into affordable housing; and - Providing first-time homebuyer assistance; Shall the measure issuing \$20,000,000,000 in bonds at legal rates, levying an estimated \$19 per \$100,000 of assessed valuation generating \$910,976,423 annually while bonds are outstanding, and requiring public reporting, independent audits/citizen oversight, be adopted?	This measure was pulled from the ballot in August, and will not be up for the electors this November election.
Statewide Ballot Propositions		
Proposition 2	Authorizes Bonds for Public School and Community College Facilities. Legislative Statute Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop2.pdf	On the November 5, 2024 Ballot

Bill or Measure	What it Does	Status
	• Authorizes \$10 billion in state general obligation bonds for repair, upgrade, and construction of facilities at K–12 public schools (including charter schools) and community colleges. • Provides funding for new facilities, to improve school health and safety conditions at existing facilities, and for classroom upgrades (e.g., science, engineering, transitional kindergarten, and vocational classrooms). • Expands eligibility for financial hardship grants for small and disadvantaged school districts. • Provides higher percentage of state matching funds to schools demonstrating greatest need. • Requires public hearings and performance audits. • Appropriates money from General Fund to repay bonds.	
Proposition 4	Authorizes Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks. Legislative Statute. Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop4.pdf • Authorizes \$10 billion in state general obligation bonds for various projects to reduce climate risks and impacts: \$3.8 billion for safe drinking water and water resilience; \$1.95 billion for wildfire prevention and extreme heat mitigation; \$1.9 billion for protection of natural lands, parks, and wildlife; \$1.2 billion for protection of coastal lands, bays, and oceans; \$850 million for clean energy; and \$300 million for agriculture. • Prioritizes projects benefitting disadvantaged communities. • Requires annual audits. • Appropriates money from General Fund to repay bonds.	On the November 5, 2024 Ballot
Proposition 5	Allows Local Bonds for Affordable Housing and Public Infrastructure with 55% Voter Approval. Legislative Constitutional Amendment. Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop5.pdf	On the November 5, 2024 Ballot

Bill or Measure	What it Does	Status
	• Allows local bonds for affordable housing for low- and middle-income Californians, or for public infrastructure including roads, water, and fire protection to be approved by 55% of voters, rather than current two-thirds approval requirement. • Bonds must include specified accountability requirements, including citizens oversight committee and annual independent financial and performance audits. • Allows local governments to assess property taxes above 1% to repay affordable housing and infrastructure bonds if approved by 55% of voters instead of current two-thirds approval requirement.	
Proposition 32	Raises Minimum Wage. Initiative Statute. Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop32.pdf California's minimum wage is currently \$16 per hour. This measure increases that minimum, as follows: • Employers with 26 or more employees would pay \$17 hourly for the remainder of 2024 and \$18 hourly beginning on January 1, 2025. • Employers with 25 or fewer employees would pay \$17 hourly beginning January 1, 2025, and \$18 hourly beginning January 1, 2026. • Thereafter, as existing law provides, the minimum wage annually adjusts for inflation. • In addition to the generally applicable minimum wage described above, current laws establish a higher minimum wage in specified industries. This measure does not amend those laws.	On the November 5, 2024 Ballot
Proposition 33	Expands Local Governments' Authority to Enact Rent Control on Residential Property. Initiative Statute. Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop33.pdf	On the November 5, 2024 Ballot

Bill or Measure	What it Does	Status
	• Current state law (the Costa-Hawkins Rental Housing Act of 1995) generally prevents cities and counties from limiting the initial rental rate that landlords may charge to new tenants in all types of housing, and from limiting rent increases for existing tenants in (1) residential properties that were first occupied after February 1, 1995; (2) single-family homes; and (3) condominiums. • This measure would repeal that state law and would prohibit the state from limiting the ability of cities and counties to maintain, enact, or expand residential rent-control ordinances.	
Proposition 36	Allows Felony Charges and Increases Sentences for Certain Drug and Theft Crimes. Initiative Statute. Proposition Details: https://vig.cdn.sos.ca.gov/2024/general/pdf/prop36.pdf • Allows felony charges for possessing certain drugs and for thefts under \$950—both currently chargeable only as misdemeanors—with two prior drug or two prior theft convictions, as applicable. Defendants who plead guilty to felony drug possession and complete treatment can have charges dismissed. • Increases sentences for other specified drug and theft crimes. • Increased prison sentences may reduce savings that currently fund • mental health and drug treatment programs, K–12 schools, and crime • victims; any remaining savings may be used for new felony treatment program.	On the November 5, 2024 Ballot



City of Gilroy

STAFF REPORT

Agenda Item Title:	Consideration of an Amendment to Gilroy City Code Chapter 16.6-1(p) Cardroom, Table Restrictions
Meeting Date:	September 9, 2024
From:	Jimmy Forbis, City Administrator
Department:	Police
Submitted By:	Pedro Espinoza, Police Chief
Prepared By:	Jason Smith, Captain

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council approval to increase the number of cardroom tables allowed from 10 to 12 tables.

EXECUTIVE SUMMARY

California Assembly Bill 341 (AB 341), enacted by the California Legislature, reinstates a moratorium on the expansion of cardroom gaming until January 1, 2043, and authorizes local jurisdictions the option to amend their ordinances to increase the number of cardroom tables by up to two additional tables initially and by up to two additional tables every four years thereafter, not to exceed 10 additional tables above the number of tables operated as of January 1, 2023. The proposed amendment to Section 16.6-1(p), Table Restriction, of the Gilroy City Code would permit an increase in the maximum number of tables from 10 to 12, should the City Council choose to exercise this option. Any such amendment would also require final approval from the Bureau of Gambling Control.

BACKGROUND

Section 16.6-1(p) of the Gilroy City Code currently restricts the number of tables in cardrooms to a maximum of 10. This section was last amended on June 6, 2016, when the table limit was increased from 8 to 10. While AB 341 provides cities with the

opportunity to further increase this limit, it does not mandate such a change. Therefore, the City of Gilroy has the discretion to decide whether to amend its City Code to allow for the additional tables.

If the City Council decides to amend this section, it is important to note that final approval will rest with the Bureau of Gambling Control. This state-level oversight ensures that any changes to cardroom operations remain compliant with broader state regulations.

ANALYSIS

The proposed amendment to Section 16.6-1(p) of the Gilroy City Code is as follows:

Current Ordinance Language (Section 16.6-1):

(p) Table Restriction. No permittee, or the permittee's employee, shall use, operate or permit the use or operation of more cardroom tables than those permitted by its cardroom permit and for which the permittee previously has paid the required table permit fees. The number of tables located at a cardroom shall not be increased without prior approval of the city council and prior payment of the appropriate table permit fees. In any event, no cardroom shall operate more than **ten (10) tables**. All tables shall be located in the same room and be visible from the entrance of the cardroom.

Proposed Amended Language (Section 16.6-1):

(p) Table Restriction. No permittee, or the permittee's employee, shall use, operate or permit the use or operation of more cardroom tables than those permitted by its cardroom permit and for which the permittee previously has paid the required table permit fees. The number of tables located at a cardroom shall not be increased without prior approval of the city council and prior payment of the appropriate table permit fees. In any event, no cardroom shall operate more than **twelve (12) tables**. All tables shall be located in the same room and be visible from the entrance of the cardroom.

The proposed amendment to increase the table limits from 10 to 12 is an option provided by AB 341. The City Council should consider whether this change aligns with the City's goals and whether the potential economic benefits outweigh any concerns related to gambling expansion. Staff recommends careful consideration of this discretionary amendment.

Increasing the table limit to 12 could provide additional revenue for the City while enhancing the customer experience at the cardroom by potentially reducing wait times and improving table availability. Although concerns about gambling expansion are acknowledged, the Gilroy Police Department supports the proposed amendment and does not anticipate any increase in criminal activity resulting from the addition of two tables.

ALTERNATIVES

The City could maintain its current limit of 10 tables in cardrooms. This option avoids any potential issues related to increased gambling activity but may also forgo potential economic benefits.

FISCAL IMPACT/FUNDING SOURCE

Approving this amendment could increase the City's permit revenue by a nominal amount. Each new table generates \$300 per year from the table permit fee, therefore, increasing the number of tables from 10 to 12 would generate an additional \$600 in annual revenue. More tables may necessitate hiring additional dealers, leading to additional employee registration fees and potentially increasing related economic activity for cardrooms.

NEXT STEPS

Should Council direct staff to amend the City Code, staff will proceed to implement any directed changes to Gilroy City Code Section 16.6-1(p).

Attachments:

1. Gilroy Code 16.6-1 Cardrooms
2. California Assembly Bill 341 Chapter 8 Cardrooms

Assembly Bill No. 341

CHAPTER 8

An act to add Section 19961.07 to, and to add and repeal Sections 19962 and 19963 of, the Business and Professions Code, relating to gambling.

[Approved by Governor May 22, 2023. Filed with Secretary of State May 22, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

AB 341, Ramos. Gambling: local moratorium.

Existing law, the Gambling Control Act, establishes the California Gambling Control Commission, which is responsible for licensing and regulating various gambling activities and establishments. Existing law requires the Department of Justice to investigate any violations of, and to enforce, the act. Under the act, a city, county, or city and county may authorize controlled gambling consistent with state law. Existing law, however, prohibits an ordinance that would result in an expansion of gambling in the city, county, or city and county from being valid unless the amendment is approved by a majority of the voters. Existing law requires an amendment to a city or county ordinance relating to a gambling establishment or the act to be submitted to the department for review and comment before the ordinance is adopted by the city or county.

Prior law, until January 1, 2023, prohibited the commission from issuing a gambling license for a gambling establishment that was not licensed to operate on December 31, 1999, except as specified.

This bill would reenact that prohibition until January 1, 2043, and would prohibit the commission from issuing a gambling license for a gambling establishment that was not licensed to operate on December 31, 2022, and that is pending before the commission as of January 1, 2024. The bill would also invalidate a gambling license for a gambling establishment that was not licensed to operate on December 31, 2022, and that was issued between December 31, 2022, and January 1, 2024.

Prior law, until January 1, 2023, prohibited the governing body or board of electors of a city, county, or city and county that had not authorized legal gambling within its boundaries prior to January 1, 1996, from authorizing legal gambling, and prohibited an ordinance in effect on January 1, 1996, that authorized legal gambling within a city, county, or city and county from being amended to expand gambling in that jurisdiction beyond that permitted on January 1, 1996.

This bill would reenact those prohibitions until January 1, 2043. The bill, notwithstanding those provisions, would authorize a city, county, or city and county to amend its ordinance to increase the number of gambling tables that may be operated in a gambling establishment that operates fewer than

20 tables, by up to 2 additional tables the first year, and up to 2 additional tables every 4 years thereafter, as provided. The bill would require an ordinance that was approved by a majority of the voters in a city, county, or city and county in an election that occurred after November 1, 2020, that authorized an increase in the number of gambling tables at a gambling establishment, and that became operative on January 1, 2023, as the result of the repealed provisions above, to remain operative on and after January 1, 2024. The bill would invalidate an amendment or adoption of an ordinance that occurred on or after January 1, 2023, by a city, county, or city and county resulting in an expansion of gambling that was not authorized or permitted under the act as of December 31, 2022, or that is not authorized or permitted under these provisions.

This bill would state that its provisions are severable.

The people of the State of California do enact as follows:

SECTION 1. Section 19961.07 is added to the Business and Professions Code, to read:

19961.07. (a) Notwithstanding Sections 19961 and 19962, and except as provided in subdivision (b), a city, county, or city and county may amend an ordinance to increase the number of gambling tables that may be operated in a gambling establishment as follows:

(1) The ordinance shall apply only to a gambling establishment that operates fewer than 20 gambling tables.

(2) The ordinance shall allow a gambling establishment to increase the number of gambling tables operated at the gambling establishment by up to 2 additional tables within the first year after the ordinance takes effect, and up to 2 additional tables every four years thereafter, not to exceed 10 additional tables above the number of tables operated at the gambling establishment on January 1, 2023. A gambling establishment shall have all permitted gambling tables in operation and remain current in payment on all taxes and other applicable fees before an increase in gambling tables is allowed pursuant to this subdivision.

(b) (1) The authority provided in subdivision (a) shall be in addition to any authorization under any other law in effect on December 31, 2022, for a city, county, or city and county to increase the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.

(2) Subdivision (a) does not apply to a city, county, or city and county that increased the number of gambling tables that may be operated in a gambling establishment, as described in paragraph (2) of subdivision (b) of Section 19962.

(c) A city, county, or city and county's jurisdictional limit may expand to accommodate the increase of gambling tables pursuant to this section.

SEC. 2. Section 19962 is added to the Business and Professions Code, to read:

19962. (a) The governing body or the electors of a city, county, or city and county that has not authorized legal gambling within its boundaries prior to January 1, 1996, shall not authorize legal gambling.

(b) (1) An ordinance in effect on January 1, 1996, that authorizes legal gambling within a city, county, or city and county shall not be amended to expand gambling in that jurisdiction beyond that permitted on January 1, 1996.

(2) Notwithstanding paragraph (1), an ordinance that was approved by a majority of the voters in a city, county, or city and county in an election that occurred after November 1, 2020, that authorizes an increase in the number of gambling tables at a gambling establishment, and that became operative on January 1, 2023, as the result of the repeal of former Section 19962, as amended by Chapter 1 of Section 744 of the Statutes of 2018, shall continue to be valid on and after January 1, 2024.

(3) Any amendment to an ordinance or adoption of an ordinance on or after January 1, 2023, by a city, county, or city and county resulting in an expansion of gambling that was not authorized or permitted under this chapter as of December 31, 2022, or that is not authorized or permitted under this section or Section 19961.07 shall be invalid and preempted.

(c) This section shall remain in effect only until January 1, 2043, and as of that date is repealed.

SEC. 3. Section 19963 is added to the Business and Professions Code, to read:

19963. (a) In addition to any other limitation on the expansion of gambling imposed by Section 19962 or any provision in this chapter, the commission shall not issue a gambling license for a gambling establishment that was not licensed to operate on December 31, 1999, unless an application to operate that establishment was on file with the department prior to September 1, 2000.

(b) An application for a gambling license for a gambling establishment that was not licensed to operate on December 31, 2022, that is pending before the commission as of January 1, 2024, shall not be approved by the commission.

(c) A gambling license for a gambling establishment that was not licensed to operate on December 31, 2022, and that was issued between December 31, 2022, and January 1, 2024, shall be invalid.

(d) This section shall remain in effect only until January 1, 2043, and as of that date is repealed.

SEC. 4. The provisions of this bill are severable. If any provision of this bill or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

16.6-1 Cardrooms.

The following regulations shall be and are hereby adopted for the conduct and operation of cardrooms.

(a) Definitions.

- (1) "Ante" means a stipulated amount put up by all the players that are to be dealt cards.
- (2) "Applicant" means any member, stockholder, officer, director, partner, principal, associate, individual, or combination thereof holding any direct or indirect financial interest in a cardroom, or who has the power to exercise influence over the operation of the cardroom, or the agent therefor.
- (3) "Banking game" means a game in which there is a fund of money or other valuable consideration controlled by the house or an individual player against which the participant may bet and from which is paid all that is won by a participant with the house or individual player taking all losses.
- (4) "Cardroom" means any business establishment wherein legal gambling is conducted.
- (4.5) "Division" means the State of California, Department of Justice, Division of Gambling Control and any successor divisions or agents of the State of California that may have responsibility for, and jurisdiction over, gambling control within the state.
- (5) "Hand" refers to cards legally belonging to a player during the course of play and all action which transpires between the shuffle and the winning of the pot.
- (6) "House" means any owner or manager of any cardroom or their agents, employees, or anyone acting on their behalf whether compensated or not.
- (7) "Percentage game" means a game in which the house charges any person or group of persons by collecting money or any other thing of value from any participant based upon the amount of bets made, winnings collected, or the amount of money changing hands.
- (8) "Permitted games" shall mean those card games established by resolution of the city council, as may be amended from time to time. The rules of play of said games shall be those rules approved by the chief of police of the City of Gilroy. The chief of police, when reviewing proposed rules of play submitted by a cardroom permittee, may approve, deny or modify the rules.
- (9) "Permittee" means a person to whom a cardroom permit has been issued pursuant to this

section.

(10) "Posted rules" means written rules and guidelines as to the play of any certain game, conduct, upon the premises, ranking of hands, and other information as may from time to time be conspicuously placed so as to be visible by and for the benefit of persons playing card games within a cardroom. Posted rules and guidelines as to the play of any certain game may be printed and made available upon request to every person playing upon the cardroom premises so long as a notice of the availability of such printed rules and guidelines is conspicuously placed.

(11) "Second party checks" means a negotiable instrument, the holder of the rights of the payee of which transfers those rights by endorsement, assignment, or other form of negotiation, to any permittee, owner, manager or employee or other agent of permittee.

(12) "Wager" means to risk money or a thing of value on an uncertain event with the prospect of obtaining money or a thing of value risked by another person or persons on the occurrence of the event.

(b) Existing Cardrooms. Cardrooms in operation within the city at the time of the adoption or amendment of these regulations may continue in operation under the terms and conditions of its current business license, but shall be subject to all of the regulations herein upon expiration of its license year pursuant to article II of Chapter 13 of this Code.

(c) Permits Required. No person, partnership, corporation, or other entity or organization, shall establish, own, operate, or otherwise maintain a cardroom within the city without first obtaining, and then maintaining in full force and effect, (i) a valid, unexpired, unsuspended and unrevoked business license from the city, (ii) a valid, unexpired, unsuspended and unrevoked cardroom permit from the city, and (iii) a valid, unexpired, unsuspended and unrevoked license from the State of California Department of Justice, Division of Gambling Control pursuant to The Gambling Control Act, California Business and Professions Code section 19800 et seq., as it may be amended from time to time.

(d) Limitation on Number of Permits. At no time shall the city issue more than one (1) cardroom permit.

(e) Application Information Required. Each and every applicant shall apply for a cardroom permit as follows:

(1) Furnish to the police chief a true and correct copy of its completed application for initial registration or application for renewal gaming registration or successor document that has been or will be furnished to the Department of Justice, Division of Gambling Control, in connection with its state registration under The Gambling Control Act, California Business and Professions Code § 19800 et seq., as it may be amended from time to time, and verify under

penalty of perjury on forms provided by the city that the application for initial registration or application for renewal gaming registration or successor document submitted to the city is a true and correct copy of the application documents submitted or to be submitted by such applicant to the Department of Justice, Division of Gambling Control;

(2) Provide to the police chief the true and complete name or names, and addresses, of the owner or lessor of the building or structure within which the cardroom is proposed to be maintained if the application for initial registration or application for renewal gaming registration or successor document does not specify same;

(3) Provide to the police chief the true and complete name or names, and addresses, of the applicant if the application for initial registration or application for renewal gaming registration or successor document does not specify same;

(4) Allow the police chief to obtain a set of clearly identifiable fingerprints and a clear, frontally-posed photograph of the applicant all in a form and manner approved by the police chief;

(5) Provide to the police chief a written statement that the applicant understands and agrees that:

a. The police chief, fire chief and any other city official involved in the investigation and evaluation of cardroom permit applications, or their authorized agents, shall conduct such reasonable investigation and inspection of the applicant (including the applicant's criminal history) and the cardroom premises as may be necessary, in the city official's determination, to consider and evaluate the applicant's cardroom permit application and shall have reasonable access to the cardroom premises and the books and records of the applicant in connection with such investigation or inspection;

b. The applicant's cardroom permit application shall be considered by the city council after a full investigation and evaluation of reports received by the city administrator, police chief, fire chief and any other city official, or their authorized agents, which reports may include information concerning the applicant's criminal history as may be relevant to the applicant's cardroom application;

c. Except as the applicant may authorize the release of information held by the city regarding the applicant, the cardroom and all persons associated with that cardroom, all information contained within the application information required pursuant to this section shall be confidential to the extent permitted by law.

d. The sole and exclusive discretion as to the granting or denial of any such permit is vested in the city council; and

e. Any business conducted under any cardroom permit shall be in accordance with all applicable local, state and federal laws, rules or regulations.

(6) Pay to the city the applicable permit application fees, which fees shall be retained by the city for recovery of the costs and expenses incurred by the city in processing or conducting any investigation or inspection relating to the cardroom permit application.

(f) Application Investigation.

(1) Upon receipt of a cardroom permit application, the police chief shall examine the same for compliance with this section. If the application fails to comply with this section or does not contain all of the information required, the police chief shall return the application to the applicant for proper completion thereof.

(2) If the application complies with this section, then the police chief shall, to the extent necessary, conduct an investigation thereof. The police chief shall transmit a copy of the application to the fire chief and other applicable city officials for review and report, which review(s) and report(s) shall then be forwarded to the city administrator within a reasonable period of time. The police chief and his or her authorized agents are hereby authorized to obtain criminal history information for each applicant applying for a cardroom permit for the purpose of determining those who have been arrested or convicted for any crime involving lotteries, illegal gambling, larceny, perjury, bribery, extortion, fraud or other crimes involving moral turpitude or crimes related to a service or entertainment business or crimes involving drugs. The police chief's review and report on the application, including the applicant's criminal history information, shall also be forwarded to the city administrator within a reasonable period of time.

(3) Within a reasonable time period, the city administrator shall review the application together with all reviews and reports received and shall:

- a. Report to the city council upon whether operation of the proposed cardroom shall be detrimental to crime prevention or to the public health, safety or welfare in the area and shall state its reasons therefor;
- b. Recommend issuance or denial of the cardroom permit;
- c. Set forth any conditions, limitations and restrictions to which, in the city administrator's determination, the cardroom permit should be subject and state the reasons therefor;
- d. Set forth any other information or recommendation as may be relevant.

(g) Determination on Application.

(1) After receipt of a report on the application from the city administrator, a public hearing on

the application shall be held before the city council within fourteen (14) days thereafter. Not later than the eleventh day preceding the date set for hearing, the city clerk shall provide written notice of the hearing by first class mail to the applicant, post, or cause to be posted, in a conspicuous place, and publish, or cause to be published, in a newspaper of general circulation, a written notice which shall:

- a. Be entitled in bold letters, "NOTICE OF HEARING ON APPLICATION FOR CARDROOM PERMIT";
- b. State that an application has been made to the city council for a cardroom permit and identify the applicant;
- c. Describe the premises for which a cardroom permit is requested;
- d. Give notice of the time and place at which the city council will hold a public hearing on the application;
- e. Give notice that any person will be given a reasonable opportunity to be heard at the public hearing and, in addition, may file written protests with the city clerk at any time before the conclusion of the public hearing; and

(2) At the time and place set for hearing of an application for a cardroom permit, and/or at such other times and places to which it may continue the hearings, the city council shall consider the application, the reports of the various departments and written protests or objections, and shall give reasonable opportunity to be heard to all persons who which to be heard concerning the granting of the requested permit;

(3) The city council may, in its discretion, either approve the application and grant the permit, with or without conditions or deny the application and refuse to grant the permit;

(4) Any such permit granted by the city council shall be deemed conditioned so as to require compliance with all of the terms, conditions, and provisions of these regulations, as well as all other applicable local, state and federal laws. The permit shall further be conditioned upon the applicant agreeing, unless he surrenders his permit, to hold the city harmless with respect to all damages which the city actually incurs as a result of any grossly negligent behavior or intentional misconduct arising from the operation of the applicant's cardroom business, and may additionally contain any other conditions the city council may impose as express conditions of approval; and

(5) The decision of the city council to approve any such application and grant the permit applied for therein, or to deny any such application and refuse to grant the permit applied for therein, shall be final and conclusive.

(h) Findings for Approval.

(1) The city council may approve a cardroom permit application unless the council determines that one (1) or more of the following circumstances exists:

- a. Operation of the proposed cardroom will aggravate crime problems in the area, or otherwise be detrimental to crime prevention or to the public peace, health, safety or welfare in the area;
- b. Operation of the proposed cardroom would violate city's zoning, fire or building code, or some other applicable local, state or federal law, rule, ordinance, resolution or regulation; and/or
- c. That it is inappropriate to issue a cardroom permit to the applicant. In making this determination, the city council may consider:
 1. The criminal history of such applicant or the applicant's employees or agents;
 2. Any act of dishonesty, fraud or deceit committed by such applicant or the applicant's employees or agents;
 3. The license and permit history of such applicant;
 4. The business and credit history of such applicant;
 5. Violations of any law relating to the premises, equipment or operation of the proposed cardroom;
 6. Any false statements made by such applicant in the cardroom application;
 7. Any other relevant information.

(2) Upon approval or conditional approval of a cardroom permit application by the city council, and written confirmation that the applicant has been registered with the State of California Department of Justice, Bureau of Investigation, Division of Gambling Control pursuant to The Gambling Control Act, California Business and Professions Code § 19800, et seq., as it may be amended from time to time, and proof of payment of all fees required by this section, the city administrator shall issue a written cardroom permit, subject to any conditions, limitations and restrictions required by the city council in its reasonable determination.

(3) The initial cardroom permit shall be issued with an expiration date of December 31 of that year.

(4) Each and every individual who is an applicant as defined in this section, and to whom the cardroom permit is issued, shall also be issued by the police chief an identification card which

must be worn in plain view during all working hours at a cardroom. The police chief may establish regulations further governing the manner in which such identification cards shall be worn.

(i) Renewal. The holder of an unsurrendered, unsuspended, unrevoked and otherwise valid cardroom permit issued pursuant to this section may renew such cardroom permit for periods of one (1) year only by completing and submitting to the police chief at least ninety (90) days prior to the expiration date of the existing cardroom permit a renewal application verifying that all information currently on file is accurate, or updating said information. The police chief may require additional information in his reasonable determination necessary for a decision on the renewal. Such permit renewal may be approved, denied or conditioned upon the grounds set forth in subsection (h) above. In the police chief's sole discretion, each cardroom permit renewal application may be subject to the review procedure applicable to an initial cardroom permit application as set forth in this section. Such review, however, shall be limited to changed circumstances as indicated by the renewal applicant's update of information currently on file, or by information acquired by the police chief during the course of investigating or otherwise acting on the renewal application.

(j) Nonassignability. No cardroom permit may be sold, transferred, or assigned, either voluntarily or by operation of law, to any other person, persons or entity. Any such sale, transfer or assignment shall constitute a voluntary surrender of such cardroom permit, which thereafter shall be deemed terminated and void. Nothing in this section shall restrict the sale, transfer, or assignment of a cardroom business for purposes of the continued operation of that cardroom in the city, to any person or entity authorized and registered to own and operate a cardroom at that location pursuant to the requirements of the Division of Gambling Control and this section.

(k) Suspension; Revocation. No permittee shall be allowed to operate or conduct business otherwise permitted under the permittee's cardroom permit during any period of time that the cardroom permit is suspended or revoked. All cardroom permits shall be subject to suspension or revocation by the city administrator, or the city council on appeal, when any one (1) of the following occur:

- (1) The permittee, or its agent or employee, has violated a provision of this section;
- (2) The permittee, or its agent or employee, has violated any condition, limitation or restriction of its cardroom permit;
- (3) Grounds exist under which denial of a cardroom permit would be justified if such an application were pending; or
- (4) The permittee, or its agent or employee, has violated any local, state or federal law, rule, regulation, ordinance or resolution relating to the establishment, maintenance, or operation of

its cardroom.

Except as provided in subsection (k)(1) of this section, a cardroom permit shall be suspended or revoked only after the permittee has been given reasonable notice and opportunity to be heard by the city administrator. Notice of the hearing setting forth the time, date and place of hearing and the reasons for suspension or revocation shall be given to the permittee no later than ten (10) days prior to the date of the hearing. The permittee shall be given the opportunity to present witnesses and evidence at the hearing. Within a reasonable time after the close of hearing, the city administrator shall render a decision setting forth the findings and reasons therefor. Said decision shall be mailed to the permittee at the address of the permittee's cardroom.

(l) Emergency Suspension. Either the police chief or the city administrator may issue an order suspending a cardroom permit for a period of time not exceeding ten (10) days without first conducting a hearing if the city administrator or police chief determines that the continued operation of the cardroom will cause an immediate hazard to the public safety, health or welfare, or that the cardroom is allowing the playing of banking games or percentage games or any other game not permitted by resolution of the city council, or that the cardroom is being operated without the daily presence of a person registered with the state pursuant to The Gambling Control Act, California Business and Professions Code § 19800, et seq. A hearing on the decision of the city administrator or police chief in this regard shall be held within ten (10) days of the decision pursuant to the procedure set forth in subsection (k) of this section, with the exception that the hearing shall be held before the officer responsible for making the decision to suspend the cardroom permit.

(m) Appeal of Suspension or Revocation. The decision of the city administrator or police chief to suspend or revoke a cardroom permit pursuant to subsections (k) or (l) of this section may be appealed to the city council by filing with the city clerk a written notice of appeal setting forth the grounds for the appeal within ten (10) days after a copy of the decision of the city administrator or police chief has been placed in the mail to the permittee. The date of the mailing shall be indicated on a proof of mailing that shall be mailed along with the copy of the decision.

(n) Employee Registration.

(1) It shall be unlawful and a violation of this section for any permittee to employ any person in connection with the operation of a cardroom who has not first registered with, and been issued an identification card by, the police chief.

(2) Each and every cardroom employee shall register with the police chief during normal business hours, at least fifteen (15) business days prior to commencing employment. Each employee shall complete an application for employee registration, be fingerprinted, be photographed, provide any other relevant information that the police chief, or his or her authorized agent, reasonably may require, and certify the truth of all such information provided under penalty of perjury.

(3) The police chief shall establish procedures to implement, administer and enforce the provisions of this section.

(4) The police chief, or his or her authorized agent, is hereby authorized to obtain criminal history information for each employee seeking registration.

(5) Within ten (10) business days after receipt of all registration information, the police chief shall either grant or deny such registration and explain the reasons for any denial. Applications for registration may be denied where the police chief finds that there is good cause therefor. Good cause includes, but is not limited to:

- a. The person has been convicted of a crime involving theft, embezzlement, moral turpitude or a crime involving drugs;
- b. The person previously has been denied, or has had revoked, a license or permit issued by a public entity;
- c. The person made false statements in connection with its registration application;
- d. The person has been convicted of a felony or is the subject of outstanding arrest warrants.

(6) If the police chief has not completed all necessary investigation of the applicant and the application, but has no reason to believe that any ground exists for denial of the application, the police chief may issue a temporary identification card with such terms, conditions or restrictions as the police chief may deem necessary. The duration of any such temporary identification card shall be no more than six (6) months and shall be automatically revoked upon the actual issuance or denial of the application for employee registration. Temporary registration cards must be worn in plain view at all times the employee is physically present on cardroom premises. The police chief may establish regulations further governing the manner in which temporary identification cards shall be worn.

(7) The police chief's decision to deny such registration may be appealed to the city council within ten (10) days of the police chief's decision, and a public hearing shall then be noticed and conducted in substantially the same manner provided for consideration of cardroom permit applications pursuant to subsection (g) of this section.

(8) Registered employees shall be issued an identification card which must be worn in plain view at all times the employee is physically present on cardroom premises. The police chief may establish regulations further governing the manner in which such identification cards shall be worn.

(9) The police chief may suspend or revoke an employee registration where the police chief

finds that there is good cause therefor. "Good cause" for suspending or revoking an employee registration is the same as that for denying an application therefor pursuant to this section. The police chief's decision to suspend or revoke may be appealed to the city council within ten (10) days of the police chief's decision, and a public hearing shall then be noticed and conducted in the same manner as a decision to deny an employee registration application.

(10) In addition to any other restrictions provided by law, no cardroom identification card shall be issued to anyone who is disqualified from holding a State gambling license for any of the reasons specified in the Gambling Control Act, California Business and Professions Code section 19800, et seq.

(11) Every application for a cardroom identification card shall be subject to objection by the Division. If the Division objects to the issuance of cardroom identification card, issuance of the card shall be denied. Such a denial may be reviewed in accordance with the Gambling Control Act.

(o) Fees.

(1) A cardroom permit application fee in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to the city, shall accompany the initial cardroom permit application, and shall be retained by city for the cost of investigation and processing of the application whether or not approved;

(2) A fee for initial cardroom permits in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to city, shall be paid by applicant at the time a cardroom permit is issued. For initial permits expiring in under twelve (12) months, the annual fees shall be prorated on a monthly basis;

(3) A cardroom permit renewal application fee in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to the city, shall accompany the cardroom permit renewal application, and shall be retained by city for the cost of investigation and processing of the application whether or not approved;

(4) An annual cardroom permit renewal fee in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to city, shall be paid by permittee at the time a cardroom permit renewal is issued;

(5) Annual table permit fees in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, shall be paid by applicant/permittee to city at the time a cardroom permit or permit renewal is issued, whether or not such table shall be in constant use. If the number of cardroom tables is later reduced or a cardroom permit is suspended, revoked, surrendered, not renewed or expires, any table permit fees previously paid shall not be refunded;

(6) An initial employee registration application fee in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to the city, shall accompany the initial application and shall be retained by city for the cost of investigation and processing of the application whether or not approved;

(7) An annual employee registration renewal application fee in an amount set by resolution of the city council, which may be amended from time to time by action of the city council, payable to the city, shall accompany the application for renewal and shall be retained by city for the cost of investigation and processing of the application whether or not approved;

(8) The fees set forth herein may be amended from time to time by resolution of the city council.

(p) Table Restriction. No permittee, or the permittee's employee, shall use, operate or permit the use or operation of more cardroom tables than those permitted by its cardroom permit and for which the permittee previously has paid the required table permit fees. The number of tables located at a cardroom shall not be increased without prior approval of the city council and prior payment of the appropriate table permit fees. In any event, no cardroom shall operate more than ten (10) tables. All tables shall be located in the same room and be visible from the entrance of the cardroom.

(q) Permitted Games. The games permitted within the city boundaries are those permitted by local, state, and federal law, and shall also be played pursuant to the rules of play approved by the chief of police. It shall be unlawful for any cardroom permittee, or its agent or employee, to allow the playing of any games not permitted by the provisions of this section or state law, or to allow the playing of any permitted game in a manner other than in strict conformance with the rules of play approved by the chief of police.

(r) Permitted Locations.

(1) The playing of all games permitted under this section shall be confined to those designated areas of the cardroom premises as may be set forth in the cardroom permit, and no playing of any games shall be permitted at any other location within or upon the cardroom premises for which prior written approval from the city administrator has not been obtained.

(2) Cardrooms shall be located only in those certain districts as set forth in the Gilroy Zoning Ordinance. A cardroom permit shall be issued only if the premises meet all requirements of the Zoning Ordinance, and the applicant obtains all required zoning permits. In determining whether to approve the location of a proposed cardroom, the city shall take into consideration the effect of operation of a cardroom on other sensitive uses located in the vicinity of the proposed cardroom, including but not limited to schools, public parks or recreation areas, hospitals, public buildings with programs for minors, and religious institutions. As used in this

section, the terms (i) “school” shall mean the term as defined in Gilroy Zoning Ordinance section 28.10(n); (ii) “public park or recreation area” shall mean the term as defined in Gilroy Zoning Ordinance section 28.10(k); (iii) “public building with programs for minors” shall mean the term as defined in Gilroy Zoning Ordinance section 28.10(j); and “religious institution” shall mean the term as defined in Gilroy Zoning Ordinance section 28.10(l).

(s) Wagers. There shall be no limits on any person playing within the cardroom premises to make a single ante, wager or bet.

(t) Identification Card. It shall be unlawful for any permittee, manager, operator, employee or any other person employed by or having a financial interest in the cardroom to be physically present upon the cardroom premises without having prominently displayed in plain view, and in accordance with any regulations set forth by the police chief, their own personal identification card.

(u) Permitted Players. It shall be unlawful for any permittee, owner, manager or employee of any cardroom to play cards upon the cardroom premises in which they have an interest unless he or she wears their identification card in plain view to all persons with whom they are playing cards. Managers or employees of any cardroom may only play cards upon the cardroom premises with their own, personal money.

(v) Lending Money Prohibited. It shall be unlawful for any permittee, owner, manager, employee or other agent of permittee, or person having a financial interest in the cardroom to engage in the lending of money, chips, tokens, or other things of value, either real or promised, to any customer, player or other person on or about the cardroom premises for the purpose of allowing that person to play cards upon the cardroom premises.

(w) Second Party Checks Prohibited. It shall be unlawful for any permittee, owner, manager or employee or other agent of permittee to cash or otherwise accept second party checks, or allow second party checks to be cashed or otherwise accepted, on or about the cardroom premises.

(x) Posted Rules of Play. It shall be the responsibility of each and every cardroom permittee to post the rules and regulations relating to cardrooms and permitted card games in a conspicuous and easily available location within the cardroom premises. Permittees, owners and managers shall be responsible to ensure that all cardroom employees have read and understood the posted rules. The posted rules shall include at least one (1) set of the rules of play for each permitted game as approved by the chief of police. These posted rules shall either be posted on a wall or other conspicuous place visible from any cardroom table, or printed and made available upon request to each and every person playing any game upon the cardroom premises, so long as a notice of the availability of said rules of play is conspicuously posted and visible from any cardroom table. The posted rules shall also include at least one (1) set of the following rules and regulations posted in a conspicuous and easily available location within the cardroom premises:

- (1) No person under the age of twenty-one (21) is permitted to play any game upon the cardroom premises or to be or remain in or upon the cardroom premises;
 - (2) No person who is obviously under the influence of an intoxicating beverage, narcotic or drug is permitted to play any game upon the cardroom premises or to be or remain in or upon the cardroom premises;
 - (3) Disorderly conduct or any other conduct that constitutes a breach of the peace or that is otherwise detrimental to the public health, safety or welfare, is prohibited on or around the cardroom premises;
 - (4) It is unlawful for any permittee, owner, manager, employee or other agent of permittee, or person having a financial interest in the cardroom to engage in the lending of money, chips, tokens, or other things of value, either real or promised, to any customer, player or other person on or about the cardroom premises for the purpose of allowing that person to play cards upon the cardroom premises;
 - (5) It is unlawful for any permittee, owner, manager or employee or other agent of permittee to cash or otherwise accept second party checks, or allow second party checks to be cashed or otherwise accepted, on or about the cardroom premises;
 - (6) It is unlawful for any owner, operator, shareholder, manager, employee or any other person employed by or having a financial interest in the cardroom to be physically present upon the cardroom premises without having prominently displayed in plain view their own personal identification card;
 - (7) It is unlawful for any permittee, owner, manager or employee of any cardroom to play cards upon the cardroom premises in which they have an interest unless he or she wears their identification card in plain view to all persons with whom they are playing cards. Managers or employees of any cardroom may only play cards upon the cardroom premises with their own, personal money.
- (y) Inspections. All cardrooms shall be open for inspection by the police chief, the fire chief and any other city official during normal business hours, without search warrant, who may seize any evidence of any violation of this section without a search warrant or other legal process.
- (z) Access. There shall be at least two (2) adequate and proper means of ingress and egress to the immediate area of the cardroom tables.
- (aa) Barroom Access. Cardrooms operating between the hours of 2:00 a.m. and 6:00 a.m. shall not permit access to any alcoholic beverages during those hours. All alcoholic beverages shall be kept in locked cabinets, storage closets, or in other secured containers during those hours.

(bb) Minors and Intoxicated Persons Prohibited. Permittee and permittee's agents and employees shall not allow persons under the age of twenty-one (21) and persons who are obviously under the influence of an intoxicating beverage, narcotic or drug to play any game upon the cardroom premises or to be or remain in or upon the cardroom premises.

(cc) Disorderly Conduct. All cardroom permittees, owners, operators, and managers are responsible for insuring that no disorderly conduct occurs on or around the cardroom premises and that no other similar conduct occurs on or around the cardroom premises such that it constitutes a breach of the peace or that is otherwise detrimental to the public health, safety, or welfare.

(dd) Violation a Misdemeanor. Violation of this section shall be a misdemeanor.

(ee) Hours of Operation. Unless the hours of operation for a cardroom are restricted in the cardroom permit, a cardroom, may operate twenty-four (24) hours per day. Each cardroom permittee shall clearly post the hours of operation of the cardroom so as to provide law enforcement and the cardroom patrons adequate notice of the hours of operation. (Ord. No. 677, §§ 1, 2; Ord. No. 769, § 1; Ord. No. 86-19, § 55, 10-6-86; Ord. No. 86-25, § 1, 12-1-86; Ord. No. 94-5, § I, 5-16-94; Ord. No. 99-4, § I, 4-19-99; Ord. No. 2000-4, § I—III, 2-7-00; Ord. No. 2000-05, § I, 3-6-00; Ord. No. 2003-15, § I, 10-9-03; Ord. No. 2010-08, § I, 5-3-10; Ord. No. 2013-05, § I, 3-4-13; Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2018-13, § 1, 9-17-18)



City of Gilroy

STAFF REPORT

Agenda Item Title: Recreation Needs Assessment Implementation Introduction

Meeting Date: September 9, 2024

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

Develop a Financially Resilient Organization
Ensure Neighborhood Equity from City Services
Maintain and Improve City Infrastructure

RECOMMENDATION

Council receive the presentation and provide direction if desired.

EXECUTIVE SUMMARY

Recreation had commenced a City of Gilroy Recreation Facility and Program Needs Assessment (Assessment) by a consultant that began pre-pandemic but completed as the pandemic was underway. Recreation has been focused on meeting needs and restoring as much of the programming to pre-pandemic levels as possible and is now moving towards implementation of the Assessment.

This agenda item is a report on the approach staff is currently planning towards addressing the needs identified. In this report is the listing of the strategies identified and summary of status or plan towards implementation, as well as discussion on the capital improvements.

Additionally, staff is providing a discussion on the planned use of the \$100,000 budgeted for implementation.

BACKGROUND

To optimize the delivery of recreation services, the City hired PROS Consulting in fall 2019 for the development of a Facility and Program Needs Assessment. With support from the Mt. Madonna YMCA for the community survey, this Assessment included a robust community engagement process and market research to identify current and future resident needs related to recreation programs and facilities. The research was used in tandem with industry knowledge and an internal assessment to determine strategic priorities for advancing the Recreation Division's operations and increasing access to quality recreation in the Community.

It is important to note that the Covid-19 Pandemic began during the Needs Assessment. Not only did this create major shifts to the organization during the assessment, but the extensive community engagement process and feedback from residents was collected prior to the pandemic. Every effort was made to reevaluate the assessment and address Recreation at its then current state post-pandemic; however, there were some components of the Assessment, such as community input, that were not feasible to update.

Since the receipt of the assessment, and the fundamental changes post-pandemic, the Recreation Division has been focused on its direction from Council, which is to provide services to the community's vulnerable populations (seniors, adaptive, children) as a first priority, and then to provide the remaining full recreational programming to the greatest extent possible within its personnel and financial resources.

As a result of the reductions during the pandemic, recreation staffing has been reduced in half, from 13 authorized full-time positions to six full-time authorized positions. Immediately following the reduction, staff was able to perform the traditional services to the vulnerable populations, as well as limited general recreational services. Since then, the reduced recreation staffing has been able to provide levels of recreational programming close to pre-pandemic levels despite the reduced staffing and financial resources. This has been accomplished using contractors, both of full programs such as aquatics as well as the use of contract classes, in combination with Recreation staff provided programming.

ANALYSIS

The 2020 Recreational Needs Assessment (Assessment) presents a detailed assessment of the community's demographics, feedback of participating community members in the input process, input from City staff at the time, and review of facilities. From this information the assessment presented a set of identified needs. As the Recreation Division has focused over the several past years on restoring the services and programming that was reduced from the pandemic, it has progressed to a level now where staff is returning to the needs assessment to accomplish two goals:

1. Begin or continue implementing many of the identified strategies to meet the service needs listed in the Assessment; and
2. Use the Assessment to inform the development of a plan for Recreation's growth and service provision for the next 5-10 years.

The Recreation Division and other City departments have already made some progress on the identified strategies from the Assessment, and a lot of work is about to commence. Below are updates on some of the implementation items for work underway.

- Add fee-based programs targeting adults 18-54

Based on the Assessment's input from the community, this is one of the highest needs. Although there is some adult programming, it is definitely the one that receives the least amount of service, not just from City programming, but also from potential contractors. Staff has a pilot program as part of the implementation of the Assessment aimed to meet this need.

The City's contract for classes and youth and children programming typically has a revenue share where the contractor receives 60-70% of the revenue from participants paying for classes, and the City receives the remainder to offset costs, use of facilities, and other administrative actions. Staff is evaluating the option of setting up select adult aged programming contracts to provide 90% revenue share for the contractor, and the City receiving 10%. The intent is that this level of revenue share might entice local organizations or individuals to offer more of the adult aged classes that are needed according to the Assessment.

- Restore key programs at 100% Cost Recovery

A significant number of the key programs, aside from services for vulnerable populations, have been restored over the past few years since the Assessment was released. The programs are targeting 100% cost recovery and will continue to make adjustments as part of the recreation fees to maintain 100% cost recovery for those categories as identified in the Council's approved cost recovery ordinance. This has been met with the annual update to the user fee schedule that Council adopted.

- Recruit 5-8 new contract instructors per year

Recreation will continue this practice of soliciting for programs that are not currently being provided and searching for new contractors to bring into the growing list of providers who deliver programming through the City's recreation programs. For example, last year two new arts-related classes were initiated with the aid of a contract instructor, and more are being pursued.

- Use more digital advertising to promote programs

Recreation staff will be working with the City's Communications and Engagement Office, as well as possibly outside consultants, to help better market and advertise programming, and to better utilize these methods as part of the growth plan.

- Community Center

The assessment identified updating and retrofitting the Wheeler Center to perform the functions of a community center. However, since the adoption of the plan, Council has approved the creation of an updated Civic Center Master Plan. The development of a multipurpose Community Center shall be considered as part of the Civic Center master plan update, which the request for proposals for the consultant on this project has just been issued.

A new community center as part of the Civic Center Plan will greatly address the needs as identified in the assessment, as well as meet a lot of the interest and requests that have been heard over the past several years from the community and community-based organizations.

- Create a Downtown Park
The Downtown Committee identified and recommended to Council the creation of the downtown pop-up park. The Council supported that effort and so the Donald “Elvis” Prieto Downtown Pop-up Park was developed in its current state. Recently, the Parks and Recreation Commission adopted a recommendation that will be coming to the City Council to contract for a park design to further enhance its aesthetics and use as a park. This matter will be coming to Council in early 2025 as staff is working to identify funding availability for the project.
- Add grant writing support
The City’s grant writing firm and staff have been applying for funding and will continue to do so.
- Establish a foundation
A citizen foundation for Gilroy parks has been formed by concerned residents. Staff will be considering as part of the implementation ways to mutually conduct fundraising and gathering donations for improvements in our parks. Additionally, Council approved this year the Donation and Fundraising Policy, which specifically authorized staff and the Parks and Recreation Commission to prepare and conduct fundraising and solicit donations for parks and recreational purposes.

Existing Recreation-Related Capital Projects

The Assessment identifies the below projects that were in the CIP at the time of production. Below is the list from the document, with prices estimated at 2020 values.

Planned Capital Improvements for Parks and Recreation			
Site	Project	Est Completion	Projected Cost
Christmas Hill Park Trail	Wayfinding Signage	Beyond FY25	\$ 87,300
Christmas Hill Ranch	Update / Complete Master Plan	Beyond FY25	\$ 363,000
Christopher HS Pool	Replastering	Beyond FY25	\$ 433,800
City Bike Trails	Updated Bike Master Plan	Beyond FY25	\$ 251,100
Farrell Park	Develop Master Plan	Beyond FY25	\$ 200,400
Forest Street Park	Park Expansion	Beyond FY25	\$ 600,000
Gilroy Golf Course	Water Tank Replacement	Beyond FY25	\$ 121,000
Gilroy Sports Park	Improvements Phase IV & V	Beyond FY25	\$ 10,063,372
Las Animas / Christmas Hill	Softball Field Rehabilitation	Beyond FY25	\$ 121,700
Las Animas Park	Misc Facility Rehabilitation	Beyond FY25	\$ 2,503,600
Lions Creek	Trail Development - West of Santa Teresa & Day	Beyond FY25	\$ 1,240,600
Lions Creek	Trail Development - West Gap Closure	Beyond FY25	\$ 3,022,800
Miller / Uvas Creek Trail	Pedestrian Improvements	Beyond FY25	\$ 604,400
Miller Park Restrooms	Electrical Undergrounding	Beyond FY25	\$ 81,400
San Ysidro Park	Healthy Living Enhancement	Beyond FY25	\$ 3,021,600
Senior Center	Roof Replacement	Beyond FY25	\$ 135,000
Senior Center	ADA Restrooms	Beyond FY25	\$ 50,000
Uvas Creek Park Preserve	Develop Master Plan	Beyond FY25	\$ 235,800
Wheeler Center	HVAC & Electrical Upgrades	Beyond FY25	\$ 654,500
Wheeler Center	Evacuation Center Upgrades	Beyond FY25	\$ 240,000
Wheeler Center	Trellis Replacement	Beyond FY25	\$ 2,923,800
Total CIP Investment			\$ 26,955,172

Below are updates on some of the projects identified above, all others are currently awaiting funding.

- Gilroy Golf Course Water Tank Replacement – the water tank for the irrigation system is budgeted for this fiscal year.
- Lions Creek Trail Development – the City has received a US Congressional Grant, as well as a Recreational Trail Program Grant for this project. Staff is completing required submittals and environmental work on this project currently.
- San Ysidro Park Healthy Living Enhancement – the City received a US Congressional Grant for this project. Staff is awaiting confirmation from the US Department of Housing and Urban Development authorizing the City to proceed with the project.
- Wheeler Center Trellis Replacement – the deteriorating trellis has been removed. At this time, no funding has been allocated for replacement. This facility is going to be evaluated as part of the Civic Center Master Plan update.

For the remaining and future capital projects, staff will be evaluating the feasibility of some pilot programs to help deliver such projects. These include:

1. Use of donated materials and volunteers for completing smaller capital improvements and construction

Recreation staff will work with Public Works, Human Resources, Risk Management and Finance to identify and explore ways to engage donations of materials and of volunteer time from professionals to complete smaller to moderate sized projects to help deliver improvements or new construction of outdoor and smaller facilities. As one example of this proposed strategy, staff will be reaching out to regional trade schools and apprenticeship organizations to evaluate the opportunity to work with them and their students on projects that might provide them project experience and materials to work with while constructing outside facility improvements for the City at a significantly reduced cost compared to traditional approaches.

2. Evaluate micro-phasing for parks-related capital improvements

For larger capital projects, in addition to phasing a project, staff will be evaluating micro-phasing of projects to see if it is viable for outdoor facilities. An example might be soccer fields, phasing a multi-field project to a single soccer field, but then micro-phasing based on available funding to do ground leveling and preparation, then irrigation installation and grass seed-casting, then soccer goals and signage as a third-microphase. Projects would take longer than if constructed at one time, but forward momentum and constant improvement activity would be possible with smaller funding streams.

Planned Use of the \$100,000 for Implementation

The adopted budget for Fiscal Year 2025 identifies \$100,000 for implementation of the Assessment, including identifying sites for pickleball, BMX and Frisbee Golf. Staff is about to complete a year-long project with the Parks and Recreation Commission to issue a recommendation to the City Council of ranked preference for City parks for the location of potential future pickleball courts. Based on this experience, staff feels that identifying potential site locations within existing City properties is within the capabilities of staff and the Parks and Recreation Commission.

Staff is planning on the implementation and growth planning to be done in-house. Therefore, staff is proposing to use the above amount authorized by Council in this budget for construction of one of the implementation projects in the Assessment, the ADA restroom door retrofits at the Senior Center.

As mentioned before, the primary duty of the Recreation Division after the pandemic is to provide services to the community's vulnerable populations. Additionally, all other project improvements, with the inflation rates having been observed over the past few years, would price out other projects with the amount appropriated. The ADA retrofits will help keep the Senior Center as accessible, allowing more users to visit the site without concerns about being able to utilize the restrooms. The project was originally quoted at \$50,000 in 2020, but the project will likely land in the range of \$80,000 to the full \$100,000 based on inflation. Should there be any extra funding remaining, staff is

planning on using it for other, smaller cost repairs and improvements at either the Senior Center or one of the other City facilities or parks.

ALTERNATIVES

No alternatives have been analyzed for this report. The report is primarily informational as the implementation continues and expands. As the work is performed, updates will be provided, and any task requiring Council approval or direction will be brought before Council, with listed alternatives for the project or program in question.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impacts are created by means of this report. Individual projects will use staff time and budget appropriations already approved by the City Council, including the \$100,000 appropriated specifically for this effort. Should any future activity trigger a need for additional appropriations, staff will return to Council for any amendments to the adopted budget.

PUBLIC OUTREACH

There was public outreach and input gathered by the consultant of the original study. This item was included on the publicly posted agenda for this meeting.

NEXT STEPS

Staff will commence more detailed planning and implementation of the approaches identified in this report, except for any which Council may provide alternative direction.

Attachments:

1. 2020 City of Gilroy Recreation Facility and Program Needs Assessment – Executive Summary



Facility & Program Needs Assessment

2020





ACKNOWLEDGEMENTS

THANK YOU TO ALL THE RESIDENTS & STAKEHOLDERS FOR CONTRIBUTING
INPUT THROUGHOUT THE DEVELOPMENT OF THIS NEEDS ASSESSMENT

2020 GILROY PARKS & RECREATION COMMISSION

Patricia Bentson, Chair

Theresa Graham

Robert Miller

Ermelindo Puente

Angela Reinert

Michelle Wexler

GILROY RECREATION STAFF

Maria De Leon, Program Administrator

Carina Baksa, Management Analyst

Monica Gonzalez, Community Coordinator

Adam Henig, Recreation Manager

Judy Mireles-Janisch, Recreation Coordinator

Monica Sendejas, Recreation Coordinator

SPECIAL THANKS TO THE MT. MADONNA YMCA FOR CONTRIBUTING TO THE
COMMUNITY SURVEY



CONSULTANT TEAM

Neelay Bhatt, Vice President and Principal Consultant, PROS Consulting, INC.

Nick Deardorf, Senior Project Manager, PROS Consulting, INC.

Jason Morado, Statistically-Valid Survey, ETC Institute



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CHAPTER ONE – EXECUTIVE SUMMARY

1.1 INTRODUCTION

The City of Gilroy (“City”) is a hard-working, suburban community, full of rich heritage and vibrant culture. It is a youthful city with strong family values that is well known throughout the bay area and beyond as the Garlic Capital of the World. Gilroy has a storied past that makes it unique and represents a community that is defined by its resiliency. Like many great cities, Gilroy also provides enhanced quality of life for residents through its parks, trails, and recreational facilities. The Gilroy Recreation Division (“GRD”) plays a vital role in the community by providing access to recreation opportunities through the provision of quality programs and services.

In an effort to optimize the delivery of services, the City, with support from the Mt. Madonna YMCA for the community survey, hired PROS Consulting for the development of a Facility and Program Needs Assessment (“Assessment”). This Assessment included a robust community engagement process and market research to identify current and future resident needs related to recreation programs and facilities. The research is used in tandem with industry knowledge and an internal assessment to determine strategic priorities for advancing GRD and increasing access to quality recreation in the City.

Prior to the Covid-19 pandemic, GRD had a set of goals that are no longer attainable due to limitations imposed by major budget cuts, the elimination of program offerings, and the reorganization of GRD, which reduced it from a “Recreation Department” to a “Recreation Division”. During the pandemic, the City began developing protocols for mitigation and the financial situation resulted in significant budgetary and staffing cutbacks. This included a freeze on all current programs that were not able to generate full cost recovery unless they were deemed essential services serving vulnerable populations.

It is important to note that the Covid-19 Pandemic began during the final steps of the Needs Assessment. Not only did this create major shifts to the organization in the midst of the Assessment, but the extensive community engagement process and feedback from residents was collected prior to the pandemic. Every effort was made to reevaluate the Assessment and address GRD in its current state, post-pandemic; however, there were some components of the Assessment, such as community input, that were not feasible to update.

The City of Gilroy managed to keep outdoor recreation available to residents throughout the Covid-19 pandemic and GRD has done its best to continue providing offerings to the Community within the current limitations. The staff has continued to monitor changes in local and State Executive Orders and health guidance to adjust and maximize programming within restrictions.

The following passages of the Executive Summary provide a high-level summary of the Assessment findings and outlines the key strategies moving forward. The full Assessment report ensues the Executive summary and provides more detailed findings.

1.2 HISTORY

The following is a brief timeline of the history of GRD:

- In 1947, the Recreation Department was established in order to provide recreational opportunities for Gilroy residents.
- In an effort to create greater efficiency throughout City Hall, and per directive from City Council, the Recreation Department expanded into the Community Services Department, which was made up of: Recreation, Parks, Facilities, Environmental Services, and the Gilroy Museum.
- In 2002, City of Gilroy issued a Parks and Recreation System Master Plan. It was updated in 2004.

FACILITY & PROGRAM NEEDS ASSESSMENT

- During the Great Recession in 2009, the Community Services Department was disbanded and, due to the budget cuts, some staff were laid off. Recreation became its own department. Parks, Facilities and Environmental Services was transferred to Public Works. The Museum was operated by volunteers through the Gilroy Historical Society.
- In 2012, the City opened the Christopher High School Aquatics Center, offering both recreation swim and swimming lessons.
- In 2020, during the Covid-19 Pandemic, the City experienced another budget downturn, which led to Recreation Department staff layoffs. The smaller staff now make up the Recreation Division, which is operating out of the Administration Department.

1.3 GOALS

The following goals were established for the Needs Assessment:

- Engage the diverse Gilroy community served by the GRD and YMCA, leadership, and stakeholders through an inclusive, and innovative public outreach process to build a shared vision for facilities and programs.
- Utilize a wide variety of data sources and best practices including a bi-lingual (English and Spanish) statistically-valid survey to predict trends and patterns of use and how to address unmet facility and program needs in Gilroy served by the GRD and YMCA.
- Determine unique Level of Service Standards and utilization to develop appropriate actions regarding that reflects the GRD and YMCA's strong commitment in providing high quality facilities and programs for the Gilroy community.
- Understand program capacity and compatibility with users through innovation and “next” practices for the GRD and YMCA to achieve the strategic objectives, identify current and project future recreation facility demands, and highlight revenue generation and partnership opportunities.
- Develop a prioritized needs assessment to ensure long-term success through a data driven and community values supported approach.



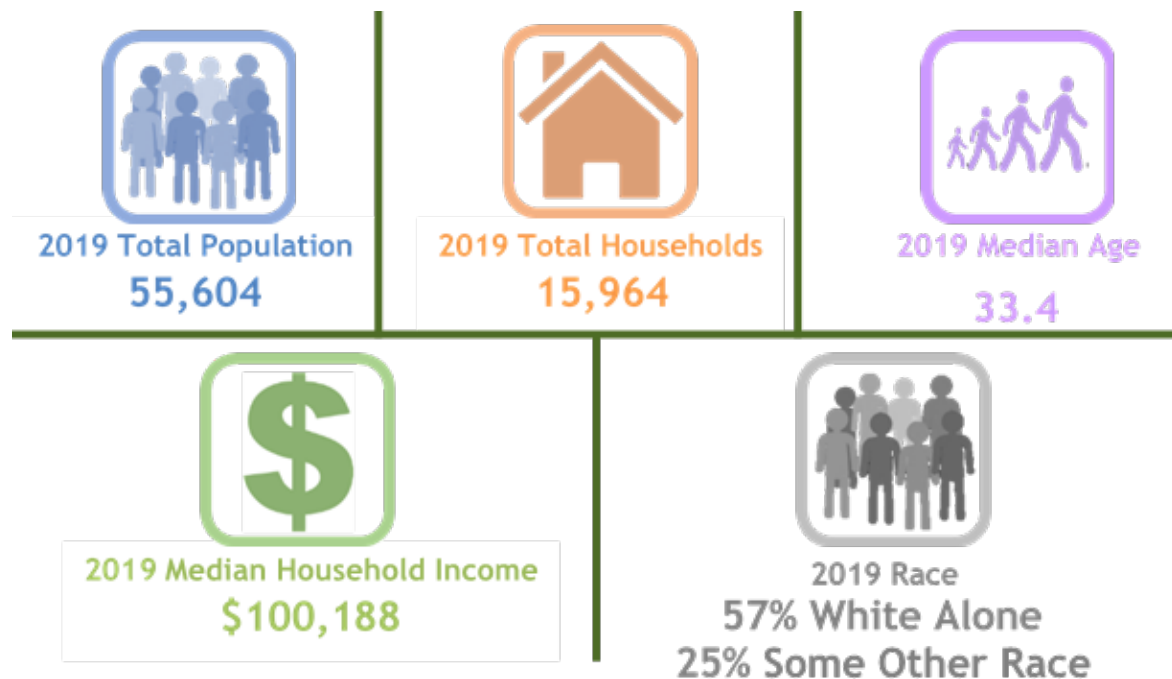
1.4 KEY FINDINGS

The following sections highlight the major elements of the Plan and outlines the key findings from the Needs Assessment.

1.4.1 DEMOGRAPHIC ANALYSIS

The following are the key takeaways from the Demographic Analysis found in section 2.2.

- The population is growing rapidly, at nearly twice times the national growth rate. As the population continues to grow, GRD must pay close attention to demographic shifts in the future to ensure that offerings continue to evolve to meet the changing needs of the community.
- City residents are much younger than average and there is a strong presence of families; however, the active adult population (55+ years old) is the only age segment expected to grow over the next 15 years. By 2034, the active adult population is expected to supplant the youth population (0-17 year olds) as the largest age segment in the City. GRD must continue to provide services for all and reevaluate its programming mix to effectively transition as the population ages.
- The local populace is very diverse and unique in its racial / ethnic composition. A significant presence of Hispanic / Latino residents emphasizes the importance of providing services and marketing programs in a bilingual format. Based on population projections, the Asian population is expected to be the fastest growing race in the City, so it will be important to confirm that participation among Asians is consistent with the trend and marketing is effective in reaching the growing population (i.e. evaluate language barriers and cultural interests).
- While household income is significantly higher than average, earning per individual is much closer to average. This is a factor of large household sizes in the City and a tendency for multi-generational, multi-family dwellings. It is important to consider this household dynamic where families tend to be larger, more cohesive units and are likely interested in recreational opportunities that are conducive to larger groups, emphasize culture / community, and pricing that offers value at the household level.



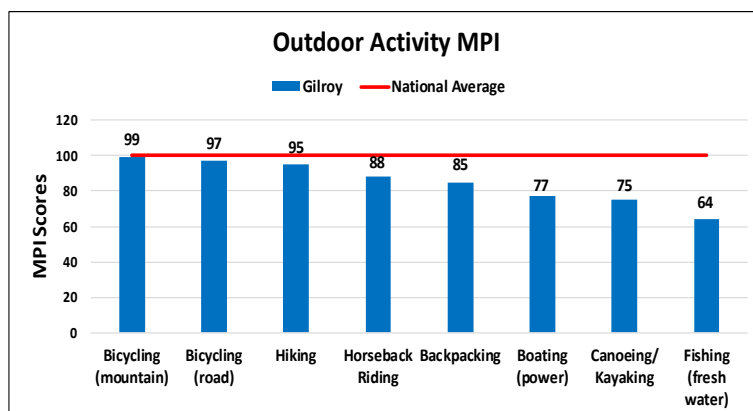
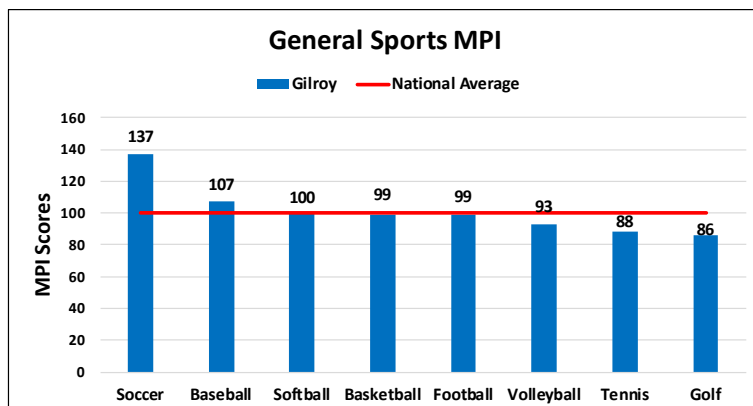
FACILITY & PROGRAM NEEDS ASSESSMENT

1.4.2 RECREATION TRENDS

The Plan also explored recreational trends on a national, regional, and local level to better understand the types of activities District residents are likely to participate in. The full Recreational Trends Analysis can be found in **Section 2.3**.

Overall, residents demonstrate below average MPI numbers, with only 25% of activities assessed exceeding the national average. The outdoor recreation category has the highest deficiencies in MPI, as no single activity is above the national average. Activities with the highest MPI scores include Soccer, Visiting a Theme Park, Zumba, Visiting an Indoor Water Park, Dancing, and Baseball. The lowest rated activities, based on MPI, were all water related: Freshwater Fishing, Canoeing / Kayaking, and Power Boating.

Below average MPI scores suggest that residents have a rather low participation presence in recreational activities and could indicate a lack of access to open space, facilities, and programs / services. This is significant because GRD is a primary provider of recreation for residents and its mission is to provide broad access and opportunities for recreating in Gilroy.



1.4.3 PUBLIC INPUT

As a fundamental component of the planning process, the project team conducted a series of stakeholder interviews and public meetings over a two-day period in December 2019. The feedback received from community stakeholders is critical to the discovery phase of the Facility & Program Needs Assessment to uncover the recreational needs, interests, and challenges facing GRD from the perspective of residents, users, and other key stakeholders of the system. Questions asked were designed to better understand current strengths, opportunities, and priorities for GRD as it continues to be a leader in providing recreational opportunities in the community.

In total, the public input process connected with approximately 225 individuals. Stakeholder interview and public meeting attendees included:

- Residents and various user groups
- Elected Officials
- City Departments
- South County Youth Task Force

- City Staff
- GRD Leadership
- Mt. Madonna YMCA
- Community Advocacy Groups
- Local Business Community

Although the Stakeholders have a variety of priorities for GRD, some common themes were identified through interviews. First and foremost, GRD must find the best path to fiscal sustainability, while addressing shortcomings related to aging infrastructure and future needs of the community. Many are hopeful this planning process clearly identifies the recreational needs of the community, provides a vision for GRD, and gauges the support for additional taxes that could solidify the operational and/or capital needs of the community.

Top priorities for GRD that were most frequently mentioned include:

1. Increase access to indoor recreation space, specifically a multi-generational, multi-purpose recreation center.
2. Provide healthy, vibrant recreational programs for all Gilroy residents.
3. Improve fiscal sustainability for GRD by establishing cost recovery goals, an effective pricing strategy, and performance metrics.
4. Understand community wants and needs for facilities and programs.
5. Improve existing facilities and infrastructure.
6. Better communicate the value and benefits of GRD to bolster support from city council and the community at large.

Additional details about the subjective public input in included in **Section 3.1 & 3.2.**

1.4.4 STATISTICALLY VALID SURVEY

ETC Institute administered a parks and recreation needs assessment in late 2019 for the City. This assessment was administered as part of the City's efforts to develop area parks, facilities, and programs. Information compiled from the assessment will provide key data to set a clear vision for the future. This survey helps determine priorities for parks, recreation facilities, program offerings, and special event offerings in the City from the residents' perspective.

The goal was to obtain completed surveys from at least 375 residents. The goal was exceeded with a total of 419 residents completing the survey. The overall results for the sample of 419 households have a precision of at least +/-4.8% at the 95% level of confidence.

The detailed results are presented in **Section 3.3.**

Priorities for Investment: The Priority Investment Rating (PIR) was developed to provide organizations with an objective tool for evaluating the priority that should be placed on Parks and Recreation investments. The PIR equally weights (1) the importance that residents place on facilities / programs and (2) how many residents have unmet needs for the facility / program.

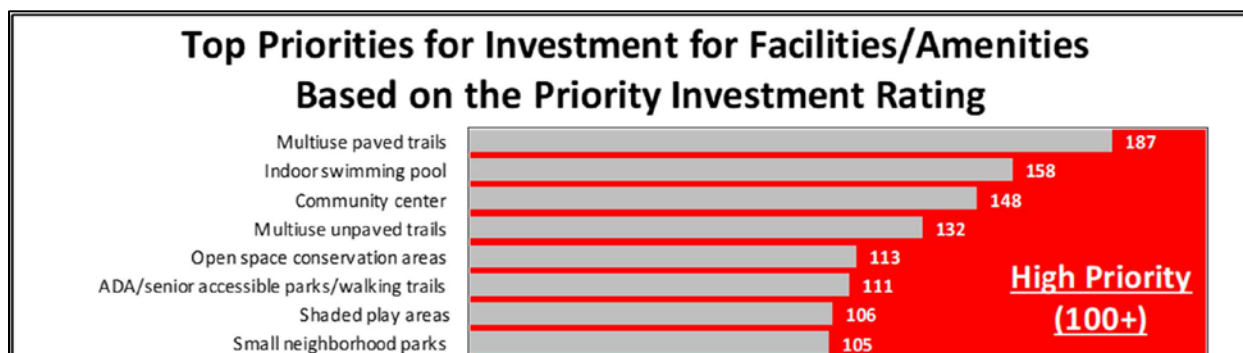
In order to ensure that GRD continues to meet the needs and expectations of the community, this Needs Assessment recommends that the City sustain and/or improve the performance in the following areas that were identified as "high priorities" by the Priority Investment Rating (PIR).

FACILITY & PROGRAM NEEDS ASSESSMENT

FACILITY / AMENITY PRIORITIES

Based the Priority Investment Rating (PIR), the following eight facilities/amenities were rated as high priorities for investment:

- Multiuse paved trails (PIR=187)
- Indoor swimming pool (PIR=158)
- Community center (PIR=148)
- Multiuse unpaved trails (PIR=132)
- Open space conservation areas (PIR=113)
- ADA/senior accessible parks/walking trails (PIR=111)
- Shaded play areas (PIR=106)
- Small neighborhood parks (PIR=105)

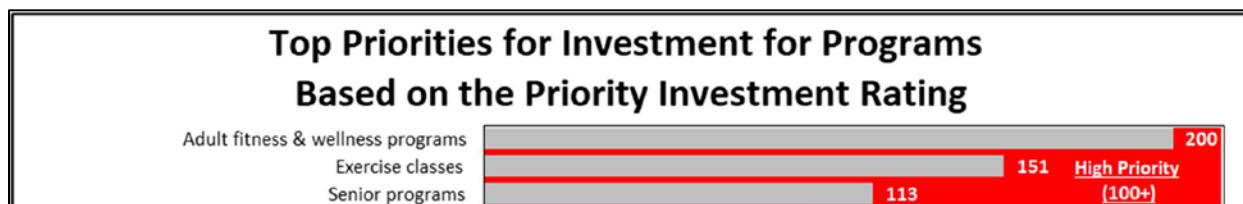


Source: ETC Institute 2019

PROGRAM PRIORITIES

Based on the priority investment rating (PIR), the following three activities/programs were rated as “high priorities” for investment:

- Adult fitness and wellness programs (PIR=200)
- Exercise classes (PIR=151)
- Senior programs (PIR=113)



Source: ETC Institute 2019

1.4.5 ONLINE COMMUNITY SURVEY

In addition to the statistically-valid community survey, an online survey (powered by SurveyMonkey) was conducted to better understand the characteristics, preferences, and satisfaction levels of residents. The online survey mirrored questions from the statistically-valid survey distributed by ETC. This allowed residents that were not randomly selected for the ETC survey the opportunity to be part of the community input process.



The survey was available from May to June 2020, and included versions in both English and Spanish. The online survey received a total of 640 anonymous responses, which consisted of 613 taken in English and 27 completed in Spanish. The following is a summary of the findings:

COVID-19 IMPACT / COMMUNITY BENEFIT

- 74% of survey respondents believe that the COVID-19 pandemic has increased the household value of recreation, parks, trails, and open space.
- 81% of survey respondents Agree or Strongly Agree that GRD makes Gilroy a more desirable place to live
- 79% of those surveyed Agree or Strongly Agree that GRD provides volunteer opportunities for the community.
- 79% of survey respondents Agree or Strongly Agree that GRD provides positive social interactions for households

PARKS AND FACILITIES

- 94% of those surveyed have visited a City park or facility within the last year, with 74% visiting at least once a week.
- 68% of respondents that visited a park or facility rate the quality as either Good or Excellent.
- Top three barriers for park visits include, Do not feel safe using parks/trails (42%), Lack of restrooms (38%), and Lack of features we want to use (35%).
- Top three needs include; Multi use paved trails, large community parks, and multi-use unpaved trails.
- The top three most important amenities include Multi-use paved trails, indoor swimming pool, and multi-use unpaved trails.

MARKETING

- Top three marketing methods used to learn about recreation programs include the City Recreation Guide (70%), City Website (58%), and Friends & neighbors (52%).
- Respondents indicated they would prefer to learn most through the City Recreation Guide (55%), Emails (53%), and City Website (44%).

PROGRAMS

- 58% of respondents have participated in GRD programs in the last year, with 68% participating in at least two programs per year.
- 91% of those surveyed rated the quality of programs as either Good or Excellent.
- Top three barriers for participation in programs include; I don't know what is being offered (28%), Too busy/not interested (25%), Program times are not convenient (22%).
- Top three program needs include: Community special events, adult fitness and wellness, and exercise classes.

FACILITY & PROGRAM NEEDS ASSESSMENT

- Most important programs include; adult fitness and wellness, swim lessons, and Youth sports programs/camps.

POTENTIAL SUPPORT FOR MULTI-GENERATIONAL COMMUNITY CENTER

- If the City developed a multi-generational facility, survey respondents indicated the most used recreation spaces would be: indoor swimming pool lap lanes, aerobics/fitness/gymnastics space, and indoor walking/running track.
- Among those surveyed, funding of a potential facility has the most support at a 50%/50% split for taxes and user fees, followed closely by 75% tax / 25% user fees.



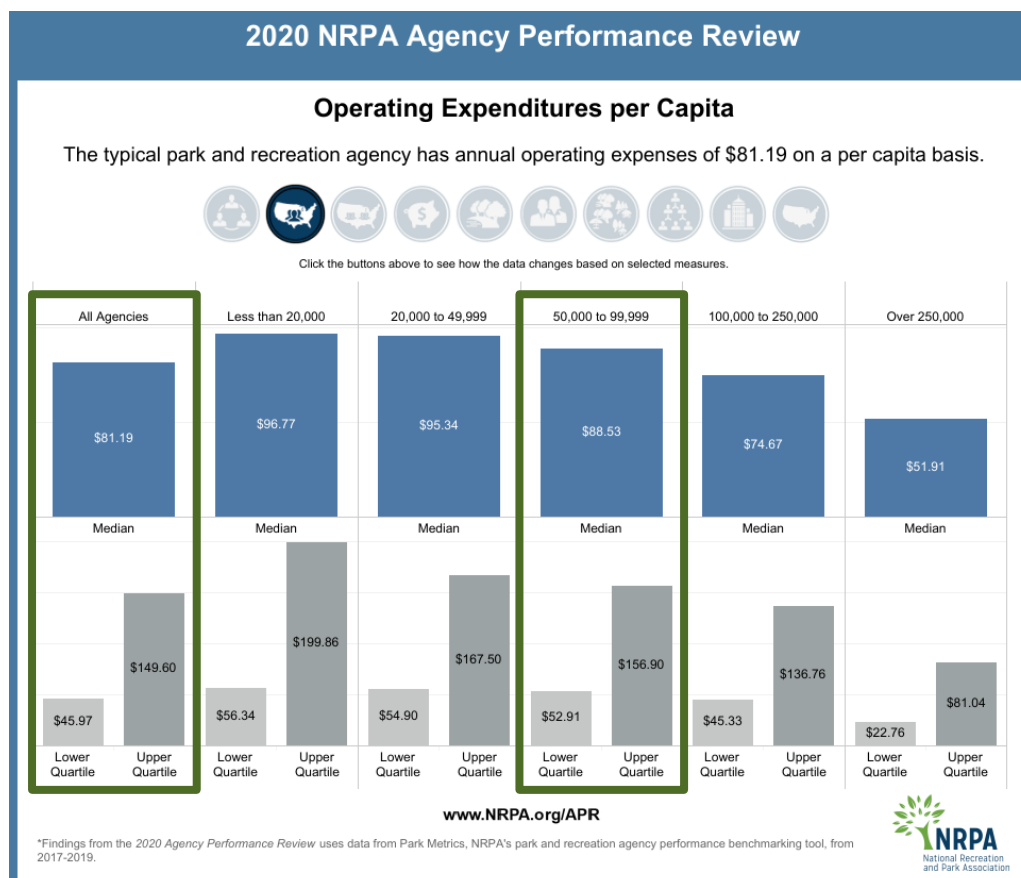
1.4.6 BENCHMARK ANALYSIS

Benchmarking is a great tool for evaluating how effective an organization is by comparing it to competitors, similar agencies, and/or industry best practices. By looking outward, GRD can better understand how well it is performing relative to industry norms. The goal of the analysis is to evaluate how GRD is positioned among peer agencies, as it applies to efficiency and effectiveness practices.

Information was obtained from the National Recreation and Park Association's (NRPA) Park Metrics database and reflects data reported by park and recreation agencies from 2017-2019. This report focused on information from the full NRPA database as well as the subset of similar sized agencies (serving 50K-100K people), and information is provided at the lower quartile, median, and upper quartile levels for comparison.

The Benchmark Analysis provides a comparison of key performance factors for GRD to evaluate its own metrics against moving forward. As organizational changes continue to settle in for GRD, it will be important for the GRD to track performance measures and assess them against industry benchmark levels. The key performance metrics that were selected for analysis included:

- Park and Recreation FTEs per 10,000 residents
- Operating Expenditures per Capita
- Distribution of Operating Expenditures
- Park and Recreation Revenue per Capita
- Five-Year Capital Budget Spending
- Targets for Capital Expenditures



FACILITY & PROGRAM NEEDS ASSESSMENT

1.4.7 SWOT ANALYSIS

The following tables describe the strength, weaknesses, opportunities, and threats (SWOT) of GRD that were identified during the planning process. It is important to note, the SWOT Analysis was conducted prior to the Covid-19 pandemic.

Strengths (Internal - May be able to control)	Weaknesses (Internal - May be able to control)
- Seasonal Activity Guide reaches all Gilroy households - Experienced and adaptable recreation staff with varied backgrounds and levels of expertise - Accessible and affordable programs for all residents - Division-funded youth scholarship fund - City-wide volunteer program - Youth job development training / employment opportunities - Successful partnerships (GUSD, community-based organizations, grass-roots, public health, businesses) - Programming for at-risk youth (i.e., Late Night Gym, Pro-Com Tournaments, Public Safety Partnerships) - Support South County Youth Task Force (San Ysidro/East Gilroy) - New registration software that is more customer service friendly, provides more options and is easier to navigate - Program offerings for non-residents - Award-winning marketing/media promotions - Multiple program locations/facilities in Gilroy - In-house certified CPR, First Aid, AED, lifeguards and lifeguard instructors - High level of customer satisfaction and loyalty - Provide free recreational opportunities at-risk, disenfranchised and low-income children and families - Successful partnership with public safety agencies - Bilingual staff - Offer culturally relevant programming - Provide intergenerational programming	- Program fees could be increased for recreation activities - The non-resident fee is too low (Currently \$10) - Staff supports four commissions, impeding on their ability to grow revenue generating programs - Strong WiFi not available at all city facilities. - No long-term marketing strategy or plan - Lack Spanish translation on many marketing materials such flyers, email announcements, and parks and facility reservation policies - Staff is not active enough in CPRS District 4 meetings, conferences and trainings - Lack of opportunities for customer feedback on program experience - Staff doesn't do enough to "Tell our story" using videos, images and social media outlets - Lack of branding (name recognition) - Lack of innovative and progressive programming (e.g., pet-involved, surfing/paddle boarding) - Retention of experienced p/t staff - Not enough time spent recruiting new contract instructors - Long term programming for high profile grant funded programs is threatened when grant ends - No dedicated grant writer - No participant membership fee that would generate a steady revenue stream, similar to Morgan Hill

Opportunity (External-May not be able to control)	Threats (External - May not be able to control)
• Potential San Jose Sharks ice-rink development / partnership • Potential development of an outdoor dirt bike park and trails • Dedicated Division Grant Writer • Dedicated Marketing Coordinator • Corporate sponsorships • Dedicated handyperson to make repairs on facilities • Child care program at shopping outlets • Employee registration discounts • City-owned, year-round swimming pool • Placement of marque/electronic billboard with high visibility location • Mobile Recreation Van to program in neighborhoods • Increase budget to reflect and serve growing population • Attract more regional participants in programming and special events	• Aging city-owned facilities lack modern amenities and accessibility • Staffing levels, program budgets, and facilities are limiting programming opportunities • Pressure to generate more revenue but still serve both affluent & low-income residents (income is lowest in SCC) • Gilroy residents participating in Morgan Hill recreation programs • Insurance requirements limit potential contractors • Trouble recruiting p/t staff due to low wages • Losing p/t staff due to a City policy that doesn't allow more than 25 hours • Length of time to recruit and onboard new employees and volunteers (i.e., Human Resources) • Lack of facilities for recreation classes • Lack of access to GUSD facilities and playgrounds due to student priority use & to protect from vandalism • State funded Free Transitional Kindergarten program, negatively affecting current ECR enrollment • Competition with state funded Power School program (free afterschool and summer programming) • Increased competition from CBO's, fitness/sports clubs, travel teams and churches • Lack of local jobs limiting commuters time to participate in recreational opportunities • Limited technological resources • Limited ability to conduct outreach to at-risk & disengaged children and youth • New Division staffing, budget and organizational situation

FACILITY & PROGRAM NEEDS ASSESSMENT

1.4.8 PROGRAM ASSESSMENT

As part of the Needs Assessment, the consulting team conducted a Recreation Program Assessment for GRD. The assessment offers an in-depth perspective of program and service offerings and helps identify strengths, challenges, and opportunities regarding programming. The assessment also assists in identifying core programs, program gaps within the community, key system-wide issues, areas of improvement, and future programs and services for residents and visitors. The following are the key highlights from the program assessment:

- A total of ten (10) Core Program Areas were established by the Division. Overall, the program descriptions effectively communicate the key benefits and goals of each Core Program Area.
- Age segment distribution is good, but this needs to be monitored to ensure program distribution aligns with community demographics, especially in regards to families and seniors. The Division's target audience has a strong family presence, while it is projected to experience an aging trend.
- The Classification of Programs analysis reveals the majority of the current mix is focused on Value-Added services, which are the most sustainable offerings because they are supported by user fees; however, these programs primarily benefit individual users. With less than 11% of programs classified as Essential services, the Division must assess whether it is providing sufficient opportunities for little to no cost that support the greater good of the community.
- The Program Lifecycle distribution reflects a mix of young and old programs offered by GRD. While the majority of programs are in the early lifecycle stages, the saturation and decline stages have a higher distribution of programs than recommended. It will be important to refresh the programming mix with new, or revised, programs that backfill the beginning lifecycle stages as existing programs begin to mature and reduce programs that are in decline.
- The Division's volunteer program allows residents and organizations to easily get involved and give back to the community through various volunteer opportunities, special events, programs, etc. The Division must continue to evaluate and improve its formal volunteer policy by tracking key performance data and trends.
- From a marketing and promotions standpoint, the staff utilizes a variety of marketing methods when promoting their programs including: printed and online program guides, the Division's website, email blasts, online newsletter, in-facility signage, and social media channels as a part of the marketing mix. The Division would benefit from identifying marketing Return on Investment (ROI) for all marketing initiatives and there may be opportunities to increase the number of cross-promotions.
- Currently, customer feedback methods are limited to only post-program surveys. Moving forward, it is strongly recommended that the Division begins incorporating additional user feedback on a consistent basis, as a key performance measure that can be tracked over time.
- Pricing strategies are varied across the different Program Areas and somewhat limited in the variety of tactics utilized. The most frequently used approaches include differential pricing based on residency and customer's ability to pay. These are good practices and must be continued, but there is a potential opportunity to incorporate a pricing strategy based on age segments, prime versus non-prime times, and tying pricing strategies to cost recovery goals.
- Financial performance measures such as cost recovery goals have recently been implemented and it will be important to effectively track the actual cost recovery performance and create more well-defined cost recovery goals. Moving forward, staff must be sure to track direct and indirect costs for programs down to the individual program offerings to better assess whether the Division is meeting established goals.

1.4.9 LEVEL OF SERVICE (LOS) ANALYSIS

Level of Service (“LOS”) standards matrix was developed during the planning process, which describes the inventory for GRD and other similar providers (e.g. school district) in relation to the population served. The LOS is an effective measure that can be used to support capital investment decisions related to parks, facilities, and amenities.

In collaboration with GRD staff, the planning team developed the appropriate standard service level for a variety of parks, facilities, and amenities. The level of service standards were applied to the current population, as well as projections over the next five years to anticipate additional inventory that will be necessary to meet needs for a growing population over the next five years.

Applying the facility standards to the service area, gaps and surpluses in park and facility/amenity types are identified. Based on this methodology, it is recommended that the City add the following park acres, trail miles, and amenities by 2024:

- 46 acres of Neighborhood Parks
- 9 acres of Community Parks
- 3 miles of Paved Trail
- 9.69 miles of Unpaved Trail
- 1 Park Shelter
- 2 Pavilions
- 2 Multipurpose Fields
- 3 Outdoor Basketball Courts
- 2 Splashpads
- 1 Outdoor Pool
- 56,300 SF of Indoor Community Recreation Space
- 29,380 SF of Indoor Aquatic Space

2019 Inventory - Developed Facilities									2019 Facility Standards		2024 Facility Standards	
Park Type	Gilroy Inventory	School Inventory	Total Inventory	Current Service Level based upon population		Recommended Service Levels: Revised for Local Service Area			Meets Standard/ Need Exists	Additional Facilities/ Amenities Needed	Meets Standard/ Need Exists	Additional Facilities/ Amenities Needed
Mini/Pocket Parks	0.68		0.68	0.01	acres per	1,000	0.00	acres per	1,000	Meets Standard	-	Acre(s)
Neighborhood Parks	42.40		42.40	0.76	acres per	1,000	1.50	acres per	1,000	Need Exists	41	Acre(s)
Community Parks	197.00		197.00	3.54	acres per	1,000	3.50	acres per	1,000	Meets Standard	-	Acre(s)
Total Developed Park Acres	240.08	-	240.08	4.32	acres per	1,000	5.00	acres per	1,000	Need Exists	38	Acre(s)
Undeveloped (Open Spaces)	128.00		128.00	2.30	acres per	1,000	2.00	acres per	1,000	Meets Standard	-	Acre(s)
Total Park Acres	368.08	-	368.08	6.62	acres per	1,000	7.00	acres per	1,000			
TRAILS:												
Paved Trails	11.69		11.69	0.21	miles per	1,000	0.25	miles per	1,000	Need Exists	2.21	Mile(s)
Natural Trails	5.00		5.00	0.09	miles per	1,000	0.25	miles per	1,000	Need Exists	8.90	Mile(s)
Total Trail Miles	16.69		16.69	0.30	miles per	1,000	0.50	miles per	1,000	Need Exists	11.11	Mile(s)
OUTDOOR AMENITIES:												
Park Shelters	5.00		5.00	1.00	site per	11,121	1.00	site per	10,000	Need Exists	1	Sites(s)
Pavilions	2.00		2.00	1.00	site per	27,802	1.00	site per	15,000	Need Exists	2	Sites(s)
Youth Ball Fields	7.00		7.00	1.00	field per	7,943	1.00	field per	9,000	Meets Standard	-	Field(s)
Adult Ball Fields	3.00		3.00	1.00	field per	18,535	1.00	field per	20,000	Meets Standard	-	Field(s)
Rectangular Multi-Purpose Fields	6.00		6.00	1.00	field per	9,267	1.00	field per	7,500	Need Exists	1	Field(s)
Basketball Courts	7.00		7.00	1.00	court per	7,943	1.00	court per	6,000	Need Exists	2	Court(s)
Tennis	10.00		10.00	1.00	court per	5,560	1.00	court per	7,500	Meets Standard	-	Court(s)
Playgrounds	17.00		17.00	1.00	site per	3,271	1.00	site per	5,000	Meets Standard	-	Site(s)
Dog Parks	2.00		2.00	1.00	site per	27,802	1.00	site per	30,000	Meets Standard	-	Site(s)
Skateparks	1.00		1.00	1.00	site per	55,604	1.00	site per	60,000	Meets Standard	-	Site(s)
Splashpads	-		-	1.00	site per	-	1.00	site per	30,000	Need Exists	2	Site(s)
Outdoor Pools	-	0.33	0.33	1.00	site per	168,497	1.00	site per	50,000	Need Exists	1	Site(s)
INDOOR AMENITIES:												
Indoor Recreation Space (Square Feet)	22,714.00	9,126.15	31,840.15	0.57	SF per person	1.50	SF per person	1.50	SF per person	Need Exists	51,566	Square Feet
Indoor Aquatic Space (Square Feet)	-	-	-	-	SF per person	0.50	SF per person	0.50	SF per person	Need Exists	27,802	Square Feet
Current Estimated Population	55,604											
5-Year Projected Population	58,760											

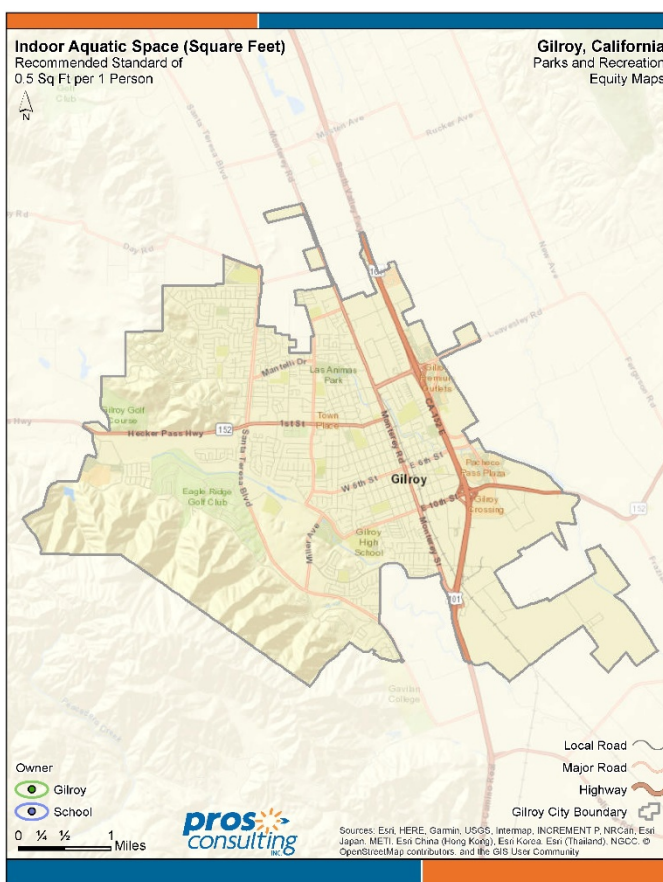
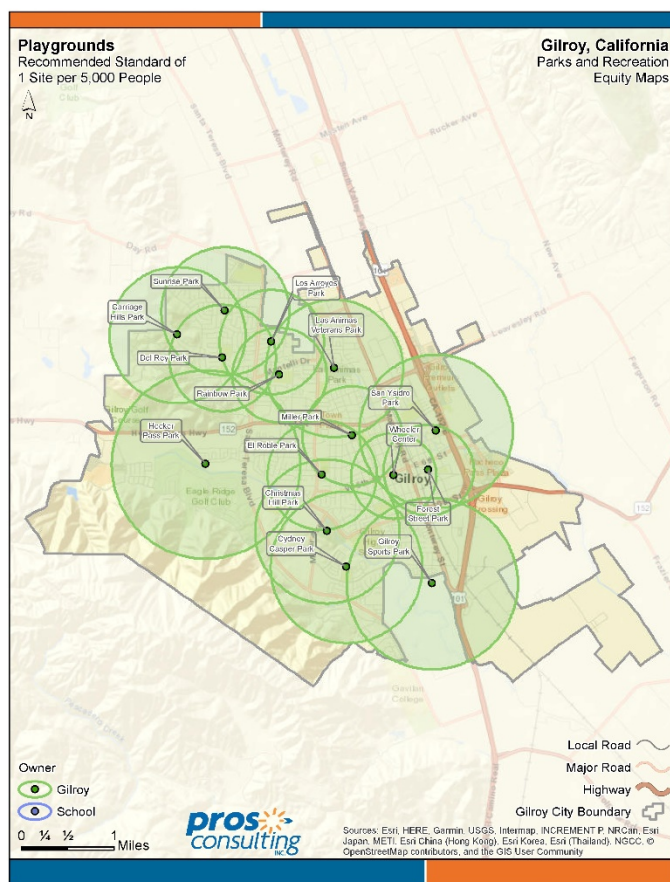
FACILITY & PROGRAM NEEDS ASSESSMENT

1.4.10 EQUITY MAPS

Equity Maps utilize level of service standards to assist City leadership and staff in assessing where services are offered and determining equitable service distribution and delivery across the service area. These maps provide a visual depiction of the effectiveness of the service as it pertains to the demographic density. In addition, Equity Maps allow GRD to identify gaps and overlap in services with respect to a specific park, trail, facility, or amenity. This assessment allows GRD to make appropriate capital improvement and development decisions based on the population needs and the Equity Maps allow a quick visualization of geographical areas that may be under/overserved. Equity Maps were developed for each of the following major assets:

The shaded rings in the Equity Maps indicate the service level (i.e. the population being served by a specific park type/facility/amenity) as outlined in the level of service matrix. Thus, the central point inside the ring indicates the location of the facility or amenity. The ring extends out from the central point based on the service reach of a particular park, facility, or amenity when compared to the population nearby. Equity Maps are based on the size of a park / facility or the number of amenities at a location, the established level of service standards, and the density of the surrounding population.

As can be seen, GRD is providing great access to Playgrounds, but is lacking any Indoor Aquatic Space. The Equity Maps for various park and amenity types are in **Section 5.6**.



1.4.11 CAPITAL IMPROVEMENT PLAN

Due to unfavorable financial conditions, all capital improvements pertaining to parks and facilities have been frozen until at least 2025. Under these circumstances, the planning of capital investments is focused primarily on the backlog of existing needs and maintaining the quality and safety of the system. For purposes of the Needs Assessment, no additional capital improvements can be suggested until the freeze is released; however, additional needs will continue to accumulate due to existing level of service deficiencies, increasing demand, facility / amenity lifecycle replacements, and recommendations in this plan may not be applicable without access to funding.

Once the City resumes investing, it is recommended that the City maintains a Capital Improvement Plan (CIP) related to parks and recreation facilities spanning a ten-year period, at a minimum, with appropriations recurring on an annual basis. This approach maintains flexibility in order to maximize efficiencies as the overall needs of GRD change from year to year.

1.4.12 EXISTING CIP OVERVIEW

The table below represents the existing CIP pertaining to GRD and details the site, project type, estimated completion date, and projected cost. As mentioned, no projects are planned to resume until after 2025. Many of these improvements are needed to address infrastructure needs and enhancements, which should place a high priority on any structures that are failing as funding becomes available. Planned CIP projects range from \$50,000 to over \$10 million, with a total estimated cost of nearly \$27 million to satisfy existing needs.

Planned Capital Improvements for Parks and Recreation			
Site	Project	Est Completion	Projected Cost
Christmas Hill Park Trail	Wayfinding Signage	Beyond FY25	\$ 87,300
Christmas Hill Ranch	Update / Complete Master Plan	Beyond FY25	\$ 363,000
Christopher HS Pool	Replastering	Beyond FY25	\$ 433,800
City Bike Trails	Updated Bike Master Plan	Beyond FY25	\$ 251,100
Farrell Park	Develop Master Plan	Beyond FY25	\$ 200,400
Forest Street Park	Park Expansion	Beyond FY25	\$ 600,000
Gilroy Golf Course	Water Tank Replacement	Beyond FY25	\$ 121,000
Gilroy Sports Park	Improvements Phase IV & V	Beyond FY25	\$ 10,063,372
Las Animas / Christmas Hill	Softball Field Rehabilitation	Beyond FY25	\$ 121,700
Las Animas Park	Misc Facility Rehabilitation	Beyond FY25	\$ 2,503,600
Lions Creek	Trail Development - West of Santa Teresa & Day	Beyond FY25	\$ 1,240,600
Lions Creek	Trail Development - West Gap Closure	Beyond FY25	\$ 3,022,800
Miller / Uvas Creek Trail	Pedestrian Improvements	Beyond FY25	\$ 604,400
Miller Park Restrooms	Electrical Undergrounding	Beyond FY25	\$ 81,400
San Ysidro Park	Healthy Living Enhancement	Beyond FY25	\$ 3,021,600
Senior Center	Roof Replacement	Beyond FY25	\$ 135,000
Senior Center	ADA Restrooms	Beyond FY25	\$ 50,000
Uvas Creek Park Preserve	Develop Master Plan	Beyond FY25	\$ 235,800
Wheeler Center	HVAC & Electrical Upgrades	Beyond FY25	\$ 654,500
Wheeler Center	Evacuation Center Upgrades	Beyond FY25	\$ 240,000
Wheeler Center	Trellis Replacement	Beyond FY25	\$ 2,923,800
Total CIP Investment			\$ 26,955,172

FACILITY & PROGRAM NEEDS ASSESSMENT

1.5 VISIONING AND RECOMMENDATIONS

The Consulting Team conducted a visioning workshop with GRD leadership to determine the identity of the organization and chart a path moving forward. Using this iterative process along with community input, demographics and trends, and an analysis of GRD's offerings and levels of service, the Mission, Vision, and Core Values of the organization were established. These defining characteristics of the organization were then used to guide the development of a strategic action plan for GRD.

1.6 MISSION & VISION STATEMENTS

MISSION		VISION
To bring people and community together.		To create memories that last a lifetime.

1.7 CORE VALUES

These represent the organization's personality and establishes the virtues that staff strive to uphold: Equity & Inclusion, Community Centered, Fun, and Health & Wellness.

CORE VALUES	
	
Equity & Inclusion	Community Centered
Fun	Health & Wellness

1.8 STRATEGIC ACTION PLAN

The following were the major recommendations that were developed through the Visioning Process. Key strategies were established across four focus areas: Programming, Facilities & Amenities, Maintenance & Operations, and Funding.

1.8.1 PROGRAMMING STRATEGIES

- **Add fee-based programs targeting adults 18-54.** This will address an unmet service need for a large segment of the population and should include programs in Fitness, Aquatics, and the Arts.
- **Restore key programs at 100% CR.** Programs that are vital to the Gilroy community, such as Preschool, Soccer League, and Basketball League, should be reinstated based on pricing to achieve full cost recovery.
- **Add more Family Programs.** GRD is primed for offering programs that cater to the large presence of multi-generational households and families, which could include programs like Family Night, Movie Nights, Overnights in the Park.
- **Keep up with new program trends.** Continue to evaluate new and emerging program trends that serve the community's needs e.g. Virtual Programs and ESports / innovative senior programs etc.
- **Increase Community Special Events.** Gilroy residents really enjoy events that bring the community together and celebrate culture. Also, adding more special events ties into GRD's mission, "to bring people and community together."
- **Add more youth/teen programs.** GRD provides an important outlet for youth / teens and should explore additional programs in: Arts, STEM, Nature Education, Leadership, Outdoor Birthday Parties, and Drop-in Youth Centers.
- **Launch a Mobile Rec Van.** This would allow GRD to meet program participants anywhere in the community, expand its current lineup of programs, and reduce reliance on City parks and facilities to deliver programs.
- **Recruit 5-8 new contract instructors each year.** This initiative will help GRD freshen its programs and provide offerings that are relevant for users.
- **Use more digital advertising to promote programs.** An enhanced marketing effort will greatly improve GRD's ability to create awareness and optimize program participation. Some recommended digital platforms include Facebook, PeachJar, and Google Ads.

1.8.2 STRATEGIES FOR FACILITIES & AMENITIES

- **Senior Center Transformation.** A quick solution to addressing unmet needs for facility space dedicated to recreation programs in the City is to transform the existing Senior Center into a multi-generational community center with expanded services for all ages. This transformation could be implemented in the short term without the burden of capital investment for the development of a new facility or major renovation to existing facilities.
- **Renovate Wheeler Center.** Once capital funding becomes available, the Wheeler Center should be a high priority for investment. In its current condition, the facility is most in need of air conditioning, HVAC updates, and updated program spaces
- **Create a Downtown Park.** As the City looks to revitalize downtown, GRD should be an integral component by investing in new development or a popup park that can host recreation programming and serve as a community gathering place for small events.
- **Redesign tennis courts at El Roble Park.** This site is in need of a facelift and a repurposing of the courts could allow GRD to provide more trending programs, such as pickleball or futsal.

FACILITY & PROGRAM NEEDS ASSESSMENT

- **Conduct feasibility study for Center and Pool.** Throughout the community input process, the need for additional facilities in the form of an indoor community center and aquatics was loud and clear, so a feasibility study would be due diligence for evaluating potential options. Some potential options that currently exist would be new facility development at Sunrise Park or expanding the use of the Senior Center.
- **Build a splash pad and/or pool.** Based on the level of service analysis and feedback from the community, there is a significant need for a splash pad and/or an outdoor pool. If conducted, a feasibility study should include recommendations on where to develop a new splash pad and/or pool.
- **Add bathrooms to Sunrise Park and El Roble Park.** These locations generate significant traffic, but the length of experience for users is often cut short due to the lack of restroom facilities.
- **Upgrade Christmas Hill Temporary Environmental Education Center (TEEC) facility for better utilization.** This would include renovations to improve technology, replace flooring, update classrooms, and create more program spaces for teens.
- **Add large pod of outdoor basketball courts.** Basketball is a popular sport in the community and the level of service analysis identifies a need for at least 2-3 more courts in the near future, which would be best addressed by adding a large pod that can serve as a community hub for basketball.

1.8.3 MAINTENANCE & OPERATIONS STRATEGIES

- **Upgrade Wheeler Center.** As previously mentioned, the Wheeler Center is one of the immediate maintenance and improvement needs for the City that directly impacts GRD's ability to provide quality programs. Existing facility shortcomings include: AC, locker rooms, stage, dance room, deep cleaning, and fresh paint.
- **Establish dedicated janitor / handyman position.** This would greatly improve facility upkeep and remove some of the challenges associated with operating programs at dated facilities.
- **Add evening operating hours at facilities.** By adding operating hours in the evening hours at an existing facility, such as the Senior Center, or at a new facility, GRD could provide a more robust program mix and can better meet demand for adult programs.
- **Increase security at parks and facilities.** Due to the tragic events that took place at the Garlic Festival, safety and security at parks and facilities is of the utmost importance to regain the trust of Gilroy residents using public spaces.
- **Add program registration stations in facility lobbies.** This will improve the existing registration capabilities of GRD and create a higher level of customer service that is highly visible with users of City facilities.

1.8.4 FUNDING STRATEGIES

- **Evaluate fees and charges / memberships model for recurring revenue.** As part of budget cuts, a significant portion of GRD programs were eliminated; however, there is potential to reintroduce programs that can maintain a sustainable cost recovery level through effective pricing that takes into account the cost of providing programs and established cost recovery goals. GRD could also increase its revenue generation by implementing a membership model for facility use or program participation, but this would likely require some improvements to existing facilities or the development of new ones.
- **Add grant writing support.** Due to limited funding through the general fund, a key source of alternative funding for GRD could be realized through better grant writing capabilities. This

could include adding a dedicated position or sharing grant writers from other City departments to focus on generating more grant revenues for GRD.

- **Establish a Foundation.** GRD could benefit greatly from establishing a foundation that is dedicated to raising money for recreation and supporting a youth scholarship program. This is a common approach for parks and recreation agencies that the City should explore.
- **Secure funding for park and facility development / upgrades.** Although capital funding has been frozen for the near future, City facilities will continue to deteriorate and this directly impacts the ability of GRD to provide services. Potential facility improvements that should be prioritized if/when funds become available include: The Wheeler Center, a new Community Center, TEEC, park restrooms, and pickleball courts.
- **Seek more support from council and emphasize balance between cost recovery and satisfying unmet program needs of the community.** While cost recovery is an important measure of performance, this should not be the only determinant of success of GRD. In many cases, recreation programs are essential to the well being of the community and, therefore, some programs should be subsidized because they are for the greater good of the community. GRD must ensure that council members are proponents of the Division by following the cost of service model that takes into consideration benefits received by residents.
- **Identify more non-tax revenue sources.** As funding challenges continue to persist, GRD must secure alternative funding sources to offset the operational deficit, such as grants, sponsorships, and partnerships with local businesses / organizations.
- **Explore tax / bond measure dedicated to operating expenses of GRD.** As described in the funding strategies section, GRD can establish recurring tax support for its operational costs through a dedicated bond. This will require careful planning and campaigning to ensure enough support exists to pass a referendum vote. If passed, a dedicated tax / bond would allow GRD to thrive without competing with other City departments for general tax fund dollars.

1.9 CONCLUSION

The pandemic, and the organizational changes that followed, caused significant setbacks for GRD; however, much like the Gilroy community, GRD is resilient and ready to embrace a new future. The findings from this Assessment indicate strong support for recreation in the City, and the extensive planning process resulted in a strategic roadmap for GRD to follow as it enters a new era.

Successful implementation of the strategies outlined in the Assessment will require GRD to be agile and adapt as it strives to meet the recreation needs of residents. This will likely require GRD to rely more on contract instructors, partnerships with outside organizations, and alternative funding sources. GRD will continue to provide recreation programs to the best of its ability while also supporting essential community efforts that are not related to recreation. Simply put, the goal for GRD is to find ways to expand offerings to reach more people of all ages and backgrounds, while working within the current constraints.

Gilroy is a vibrant community with residents that value the recreational opportunities provided through GRD. Using the strategic recommendations from this Assessment as a guiding light, GRD is poised to overcome adversity and continue enriching the lives of residents through recreation.



City of Gilroy

STAFF REPORT

Agenda Item Title:	Request to Add to the September 16, 2024 Agenda the United Sovereign Americans Resolution for Council Discussion
Meeting Date:	September 9, 2024
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

Council consideration to add the requested item to the September 16, 2024 City Council meeting agenda.

BACKGROUND

Staff received a compliant Future Agenda Item Request (FAIR) Memo. The FAIR Memo is requesting the Council to add to the September 16, 2024 regular City Council meeting an item to discuss the United Sovereign Americans' draft resolution, presented as part of the public comment during the August 19, 2024 City Council meeting.

ANALYSIS

The FAIR Memo accurately describes that there is no estimated financial impact, and only a nominal amount of staff time involved in preparing the item for the future agenda, if so directed by Council. Based on the resolution provided by United Sovereign Americans, the resolution does not commit the City to any financial or operational obligation.

ALTERNATIVES

Council may either direct staff to place the item on the agenda or not.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

The subject matter was raised in public comment at the August 19, 2024 City Council meeting. This staff report was included on the publicly posted agenda. No other public outreach will be conducted unless approved by the City Council.

NEXT STEPS

If directed by Council to accept the future agenda item request, staff will then place the item on the September 16, 2024 City Council Meeting agenda.

Attachments:

1. FAIR Memo.
2. Proposed resolution from United Sovereign Americans.

Future Agenda Item Request Memorandum

Council,

We heard at the last Council meeting from members of the United Sovereign Americans who are a nonpartisan election validity organization. They are asking the Council to consider accepting their resolution that would uphold State and Federal election laws and the United States Constitution to guarantee fair and legal elections. This resolution's approval would hold the Secretary of State and the Registrar of Voters accountable for accurate election results. Our approval of this resolution lends our support with the other California cities who are supporting fair elections.

I am proposing this topic to be introduced as a future agenda item at the September 9th Council meeting and if accepted by the Council, to be discussed at the September 16th meeting.

There is no fiscal cost to the City of Gilroy for this item, nor staff time aside from placing it on the agenda. The resolution was provided to the City Clerk's Office.

Thanks,

Carol Marques
City Council Member



PRESS RELEASE

NONPARTISAN ELECTION VALIDITY GROUP RELEASES SHOCKING FINDINGS

New analysis from 20 states representing 338 electoral votes shows millions of errors.

7/30/2024

(St. Louis, Missouri) United Sovereign Americans, a nonpartisan, all-volunteer organization dedicated to honest elections, has just released a report detailing millions of errors discovered in state voter databases in twenty states that account for 338 electoral votes. The report can be found at <https://unite4freedom.com/progress/>

Their team of data analysts has over 700 years of big-data and auditing experience. They have acquired multiple copies of actual state voter databases for 2022, and their peer-reviewed analyses have discovered 29 million apparently ineligible voter registrations, 10 million votes cast by those ineligible registrations, and 2 million more votes counted than voters who voted, leading to a 13% vote error rate, where the legally allowed error rate is 0.0008% (1/125,000).

Every entry in a state voter database is a potential vote, and this level of error means bad actors can inject votes into an election that appear to be completely valid.

"Our auditors found 29 million voter registrations that need to be removed, explained or adjudicated and repaired," says Marly Hornik, CEO of United Sovereign Americans, "Is this malice, arrogance, or incompetence? We demand comprehensive investigations on how these illegal records got into our voting systems. It appears that our election officials are derelict in their duties to follow existing election laws. Until these errors are fixed, every reported election result in the country is, tragically, unreliable."

Harry Haury, Chairman of USA, an expert in elections and cybersecurity, was involved with the authoring of the Help America Vote Act (HAVA) of 2002. He says "This is not simply verifying accuracy. This is a wholesale abdication of duty. Are we looking at fraud? Congress and the courts thought so in the 1800's, but now with opaque, unprovable systems we seem to have forgotten our lessons from over a century ago."

The organization has filed two federal lawsuits, one in Maryland, which is on appeal, and another in Pennsylvania which cites 3,192,069 apparent errors in the registration records resulting in 1,089,750 uncertain votes, as well as a discrepancy of over 9,000 more votes tabulated than voters who voted. Nevertheless, Commonwealth officials certified the 2022 election.

The organization is preparing legal action in 18 more states and expects to be heard before the Supreme Court in time to impact the 2024 election.

Results: 20 state summary of apparently ineligible voter registrations: 1,972,555 incomplete registrations, 3,407,281 registered too late, 1,763,975 registrations appear to be invalid, 10,921,180 invalid registration dates, 3,062,531 invalid activity status, 1,647,447 invalid addresses, 3,246,431 duplicate registrations, 3,208,120 registrations appear to have been altered, totaling 29,229,520 errors for 20 states.



Please direct all media inquiries to:
info@Unite4Freedom.com

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— ★ *Resolution* ★ —

for a Legally Valid 2024 General Election

Whereas It is a recognized civil right in the United States for every citizen to have free and fair elections. “And the right of suffrage can be denied by a debasement or dilution of the weight of a citizen’s vote just as effectively as by wholly prohibiting the free exercise of the franchise.” (Reynolds v. Sims, 377 U.S. 533 (1964))

Whereas It is the duty of our election officials to guarantee our elections are accurate and free from distortion or manipulation. “Congress seeks...to guard the election of members of Congress against any possible unfairness by compelling... everyone concerned in holding the election to a strict and scrupulous observance of every duty devolved upon him while so engaged... The evil intent consists in disobedience to the law.” (In Re Coy, 127 U.S. 731 (1888)).

Whereas Our constitutional system of representative government only works when the following four tenets of an election are upheld:

1. The Voter Rolls Must Be Accurate (National Voter Registration Act, 1993).
2. Votes Counted Must Be From Eligible Voters (US Constitution, Fourteenth Amendment, Section Two).
3. The Number of Votes Counted Must Equal the Number of Voters Who Voted.
4. There Can Be No More Than One in 125,000 Ballots in Error by the Voting System (Help America Vote Act, 2002).



Whereas An open-source audit of the California 2022 General Election conducted by California citizens has uncovered evidence of massive inaccuracies that appear to violate both federal and state laws, including:

- ♦ **5,886,198** ineligible or uncertain registration violations found within the California state voter roll database.
- ♦ **2,776,939** votes cast by ineligible or uncertain registrants.
- ♦ **123,785** more votes counted than voters who voted. No one knows who cast them.
- ♦ **2,776,849** apparent voting violations in excess of the legal standard of system accuracy for a valid federal election. Maximum allowable system errors for the 2022 general election in California was **90**.
- ♦ Certification as defined by law, an attestation of accuracy and compliance, appears to have been fraudulent and illegal.

Whereas These findings trample legal accuracy requirements of the voting system during a Federal Election. Accuracy is defined as the ability of the system to capture and report the specific selections, and absence of selections, made by a voter without error.

Whereas The intent of the voters must be known factually before certification can be lawfully conducted. Certification of an election that varies from the law is an abridgement of the civil rights of the citizens, a fraud *ab initio*. (United States v. Throckmorton, 98 U.S. 61 (1878)). "From time immemorial, an election to public office has been, in point of substance, no more and no less than the expression by qualified electors of their choice of candidates." (United States v. Classic, 313 U.S. 299 (1941))

Whereas California's 2022 General Election appears to have been invalid, depriving us of the guaranteed protection of our Natural Rights under a government duly and provably chosen by us, the American people, resulting in incalculable damage to our families, our way of life, and the fabric of these United States.



Therefore We call upon our Representatives to provide relief to the people, and the assurance of domestic tranquility, by joining us in demanding a VALID 2024 General Election that upholds these existing laws, and equitable principles of law:

1. Proof of citizenship, identity and eligibility to register and vote, not anonymous attestation.
2. Voter rolls certified accurate and available for public review and challenge 30 days before the start of early voting. Voters added after that date must bring proof of citizenship, identity, and address in person to a qualified official at each polling place.
3. Hand-marked, secure ballots similar to currency. Where imaging technology is used for tabulation, the security features must be verifiable in the ballot image.
4. Systems, machines, security measures, infrastructure and conduct are required to be compliant with federal law for fraud prevention regarding risk assessment, certification, testing, and implementation.
5. Adjudication must be signed-off by party, candidate, and trained citizen witnesses after being given full and effective observation rights. Candidates and trained citizens must be allowed immediate access to ballots, ballot images and CVRs.
6. Ballots, regardless of entry source, election operations, and systems must maintain end-to-end chain of custody from voter to vote count to final canvass, including auditability and witnessed transfer with paper records.
7. A NIST-compliant, randomized, statistically valid end-to-end audit, with a 95% confidence level, of all elections pursuant to the 14th Amendment, Section 2 must be performed. These audits are to be conducted by qualified, insured and bonded security, forensics or financial auditors, not personnel from within the election system. Reconciliation will include the vote count, real physical ballots, adjudication, CVRs, ballot count, qualified voter count, custody transfer, and all other paper and electronic election systems, including logs.
8. If the total of all unique variances above is more than 10% of the margin of victory, a new election must be held in the state for those candidates affected, unless the issues can be provably corrected by a manual hand recount and a full review of records.
9. Waiver of requirements is not allowed. Only end-to-end system compliance, from registration through certification, can guarantee the intent of the people is accurately recorded.

— Resolution on following page —

Be it Resolved

That the Gilroy City Council, Santa Clara County, California stands in support with the concerns and remedies presented here. We implore the Santa Clara County Board of Supervisors, California Legislature, Federal Legislators, Law Enforcement, Federal and State Prosecutors, Judges, and both California Secretary of State and County Registrars of Voters to cooperate and fulfill these firm requests of the people.

RESULTS OF THE VOTE	YEA	NAY	SIGNATURE
Mayor Marie Blankley	_____	_____	_____
Mayor Pro Tempore Carol Marques	_____	_____	_____
Councilmember Rebeca Armendariz	_____	_____	_____
Councilmember Dion Bracco	_____	_____	_____
Councilmember Tom Cline	_____	_____	_____
Councilmember Zach Hilton	_____	_____	_____
Councilmember Fred Tovar	_____	_____	_____

It's recorded on the _____ of _____, 2024.

Appendix to the Resolution

Research Sources for the Open-Source Audit by California Citizens:

- Data from CA statewide voter registration database, October 9, 2023.

Relevant Laws applicable to an End-to-End Audit:

- US Constitution; Article 1, Section 4.
- H.R. 2 The National Voter Registration Act of 1993 (Pub. L. 103-31).
- H.R. 3295 The Help America Vote Act of 2002 (Pub.L. 107-252).
- Federal Election Assistance Commission Voting System Standards Volume I: Performance Standards, April, 2002.
- Federal Information Security Modernization Act of 2014 (Public Law 113-283). Originally Federal Information Security Management Act of 2002 (Public Law 107-347 (Title III)).
- National Institute of Standards and Technology SP 800-53: Security and Privacy Controls for Information Systems and Organizations.
- FIPS 199 - Standards for Security Categorization of Federal Information and Information Systems.
- U.S. Code: Title 52; Subtitle I—Voting Rights (§§ 10101 – 10702), Subtitle II—Voting Assistance and Election Administration (§§ 20101 – 21145) including:
 - ◆ 52 USC § 10101(b)—Intimidation, threats, or coercion.
 - ◆ 52 USC § 10307(c)—False Information in, and Payments for, Registering and Voting.
 - ◆ 52 USC § 20701—Retention and preservation of records and papers by officers of elections.
 - ◆ 52 USC § 20702—Theft, destruction, concealment, mutilation, or alteration of records or papers.
 - ◆ 52 USC § 21081—Voting systems standards (HAVA).
 - ◆ 52 USC § 21083—Computerized statewide voter registration list requirements and requirements for voters who register by mail.
- 18 USC § 241—Conspiracy Against Rights.
- 18 USC § 242—Deprivation of Rights Under Color of Law.
- 18 USC § 1519—False Records in the Administration of a Federal Matter.
- 18 USC § 1028A—Aggravated Identity Theft.
- 18 USC § 514—Fictitious obligations.



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