



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, DECEMBER 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.



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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. COUNCIL CORRESPONDENCE (Informational Only)**
- 3. PRESENTATIONS TO THE COUNCIL**
 - 3.1. Presentation of the 2024 City of Gilroy Highlights Video**
 - 3.2. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL**

This 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.

4. 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

5. 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.

- 5.1. **Approval of the Action Minutes of the November 18, 2024 City Council Regular Meeting**
- 5.2. **Approval of Utility Easement Agreement for the Sanitary Sewer Trunk Line Between the City of Gilroy (Grantor) and the City of Morgan Hill (Grantee)**
- 5.3. **Adopt a Resolution Approving a Third Time Extension for Tentative Map TM 16-02 Creating 14 Single-Family Residential Lots, Two Common Parcels, and One Public Park Parcel, Located at the Northerly Terminus of Greenfield Drive and South of Uvas Creek, APN 808-20-008**
- 5.4. **Receive Fiscal Year 2024-25 Quarterly Budget Update as of September 30, 2024**
- 5.5. **Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2023-2024 as Required under Government Code 66000**
- 5.6. **Approval of a Notice of Acceptance of Completion for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288 and Approval of a Final Contract with McKim Corporation in the Amount of \$4,361,339.19**
- 5.7. **Approval of Memorandum of Understanding Side Letter with Gilroy AFSCME, Local 101 (General and Supervisory Units) Regarding Removal of the Cap on Playground Inspection Certifications as Required by CalPERS**
- 5.8. **Purchase of Two 2025 Chevrolet Silverado 2500HD 4WD Crew Cab Vehicles in the Total Amount of \$115,941.48 to Replace Two Fire Division Chief Vehicles in the Gilroy Fire Department**

6. UNFINISHED BUSINESS

- 6.1. **Acceptance of the Grant Deed for the Future Fire Station Parcel (Parcel Q, Tract 10472, APN 808-58-004)**
 1. Staff Report: Jimmy Forbis, City Administrator
 2. Public Comment
 3. Possible Action:
 1. Authorize the City Administrator to accept the Grant Deed for the future Fire Station Parcel (Parcel Q, Tract 10472, APN#:808-58-004), and execute all necessary documents as appropriate.

7. CEREMONIAL ITEMS - Proclamations and Awards

- 7.1. **Acceptance of the Official Canvass of 2024 Municipal Election Results**
- 7.2. **Presentation of Plaques to Outgoing Mayor Blankley and Council Members Armendariz and Tovar**
- 7.3. **Outgoing Mayor and Council Member Farewell Remarks**
- 7.4. **Adjourn Sine Die**
- 7.5. **Recess for Refreshments for Outgoing and Incoming Mayor and Council Members (15 minutes)**

7.6. Swearing in of Mayor and Council Members Elect

7.7. Roll Call

7.8. Incoming Mayor and Council Member's Remarks

8. BIDS AND PROPOSALS

9. PUBLIC HEARINGS

10. INTRODUCTION OF NEW BUSINESS

10.1. Selection of Mayor Pro Tempore Following the November 5, 2024 General Election

1. Staff Report: Beth Minor, Interim City Clerk
2. Public Comment
3. Possible Action:

Elect a Mayor Pro Tempore for calendar year 2025.

10.2. Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees

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

Approve representative seat assignments as determined by Mayor Bozzo per California Government Code Section 40605.

10.3. Commemorative Flag Application Review for Calendar Year 2025

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

Council consideration regarding the Commemorative Flag Flying Application for the Progressive Pride Flag.

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

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

January 2025

- 6 Regular Meeting - 6:00 p.m
- 27 Regular Meeting - 6:00 p.m
- 31 Strategic Planning Study Session – 8:30 AM

February 2025

- 3 Regular Meeting - 6:00 p.m
- 24 Regular Meeting/Joint Meeting with GUSD - 6:00 p.m

March 2025

- 3 Regular Meeting - 6:00 p.m
- 17 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>.

CITY COUNCIL ACTION MINUTES

MONDAY, NOVEMBER 18, 2024 | 6:00 PM

The agenda for this meeting is outlined as follows:

1. OPENING

1.1. Call to Order

1.2. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Cline.

1.3. Invocation

Pastor Malcolm McPhail led the invocation.

1.4. City Clerk's Report on Posting the Agenda

Interim City Clerk, Beth Minor, advised the agenda was posted on Friday, November 15, 2024 at 10:55 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

None

1.7. Employee Introductions

Arlen Summers, Fire Division Chief, introduced the following new firefighters: Jared Cook, Jordan Daniels, and Dawson Wisler.

2. CEREMONIAL ITEMS - Proclamations and Awards

3. COUNCIL CORRESPONDENCE (Informational Only)

4. PRESENTATIONS TO THE COUNCIL

4.1. Annual Presentation by the Personnel Commission

Anita Edde-Mitchell, Personnel Commission Chair, provided the presentation.

4.2. Annual Presentation by the Planning Commission

Manny Bhandal, Planning Commission Chair, provided the presentation.

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4.3. 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.

Zachariah Delarosa spoke of the need to help those less fortunate this holiday season.

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

5. REPORTS OF COUNCIL MEMBERS

Council Member Bracco read a letter from the Fair Political Practices Commission regarding a complaint filed against him for a political donation he made; it was determined that the complaint failed to establish a violation.

Council Member Armendariz No Report

Council Member Marques No Report

Council Member Hilton noted he attended the VTA Policy Advisory Committee, and the City is receiving grant funds for the Gilroy Transit Center.

Council Member Cline No Report

Council Member Tovar No Report

Mayor Blankley No Report

6. CONSENT CALENDAR

6.1. Approval of the Action Minutes of the November 4, 2024 City Council Regular Meeting.

6.2. Acceptance of Cash and Investment Report as of September 30, 2024.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: To approve Agenda Item Nos. 6.1 and 6.2.

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

7. BIDS AND PROPOSALS

- 7.1. Award a Contract to Villalobos and Associates for the FY25 Annual CDBG Sidewalk/Curb Ramp Project No. 25-PW-291 in the amount of \$141,755, Approve a Project Contingency of \$38,188.33, and Approve a Total Project Expenditure of \$179,943.33 for Construction.**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: 1) To award a contract to Villalobos and Associates in the amount of \$147,755, 2) approve a project contingency of \$38,183.33, 3) approve a total project expenditure of \$179,943.33 for the construction of the FY25 Annual CDBG Sidewalk/Curb Ramp Project (No.25-PW-291), and 4) authorize the City Administrator to execute the contract and associated documents.

RESULTS:	PASS:
MOVER:	Fred Tovar, Council Member
SECONDER:	Rebeca Armendariz, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

- 7.2. Award a Contract to Villalobos and Associates for the FY25 Annual Citywide Curb Ramp Project No. 25-PW-290 in the amount of \$356,100, Approve a Project Contingency of \$53,415, Approve a Total Project Expenditure of \$409,515 for Construction, and Adopt a Resolution to Amend the Adopted Budget by \$169,515.**

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: 1) Award a contract to Villalobos and Associates in the amount of \$356,100, 2) approve a project contingency of \$53,415, 3) approve a total project expenditure of \$409,515 for the construction of the FY25 Annual Citywide Curb Ramp Project (No.25-PW-290), 4) authorize the City Administrator to execute the contract and associated documents; and 5) adopt a resolution amending the budget.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Fred Tovar, Council Member
SECONDER:	Rebeca Armendariz, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	

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ABSENT:

ABSTAIN:

Enactment No.: Resolution No. 2024-54
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7.3. Award a contract to ELS Architecture and Urban Design for Civic Center Master Plan Consultant Services in the amount of \$749,899.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: 1) To award a contract to ELS Architecture and Urban Design in the amount of \$749,899; and 2) authorize the City Administrator to execute the agreement and all other related documents.

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

8. PUBLIC HEARINGS

9. UNFINISHED BUSINESS

10. INTRODUCTION OF NEW BUSINESS

10.1.Receive Preliminary Fiscal Year 2023-24 (FY24) Year-End Financial Report and Adopt a Resolution Amending Fiscal Year 2024-25 (FY25) Budget to Appropriate Mid-cycle Budgetary Adjustments.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: 1) To Adopt a resolution amending the FY25 budget to appropriate mid-cycle budget adjustments, and 2) approve the Pension and Other Post-Employment Benefits (OPEB) Section 115 Trust contributions pursuant to the Council adopted policies.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Rebeca Armendariz, Council Member
SECONDER:	Fred Tovar, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	

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ABSTAIN:

Enactment No.: Resolution No. 2024-55

10.2. Adoption of a Resolution Approving and Authorizing the City Administrator to Enter into an Agreement with Applicant Gilroy Logistics LLC for 951-981 Renz Lane Agricultural Mitigation.

Mayor Blankley opened Public Comment.

There being no speakers, Mayor Blankley closed Public Comment.

MOTION: Adopt a Resolution to approve an Agreement with Gilroy Logistics LLC to utilize 12.8 acres of the conservation easement that the City caused to be purchased on the Van Dyke property to satisfy compliance with the City of Gilroy's Agricultural Mitigation Policy and authorize the City Administrator to execute the Agreement.

RESULTS:	PASS: 7-0 ROLL CALL VOTE
MOVER:	Tom Cline, Council Member
SECONDER:	Dion Bracco, Council Member
AYES:	BRACCO, ARMENDARIZ, MARQUES, HILTON, CLINE, TOVAR, BLANKLEY
NOES:	
ABSENT:	
ABSTAIN:	

Enactment No.: Resolution No. 2024-56

11. FUTURE COUNCIL INITIATED AGENDA ITEMS

12. CITY ADMINISTRATOR'S REPORTS

12.1. Santa Teresa Fire Station Update

Jimmy Forbis, City Administrator noted that he and City Engineer, Daniel Padilla, toured Morgan Hill's new fire station; it is a good model for Gilroy due to the size and cost. The City is looking to finalize the design in early 2025.

13. CITY ATTORNEY'S REPORTS

No Report

14. CLOSED SESSION

15. ADJOURN TO OPEN SESSION

16. ADJOURNMENT

The meeting was adjourned at 7:05 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:

D4244EA57BF7425...

/s/Beth Minor
Interim City Clerk





City of Gilroy

STAFF REPORT

Agenda Item Title: Approval of Utility Easement Agreement for the Sanitary Sewer Trunk Line Between the City of Gilroy (Grantor) and the City of Morgan Hill (Grantee)

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted By: Matt Jones, Deputy Public Works Director

Prepared By: Matt Jones, Deputy Public Works Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

Approve the Utility Easement Agreement granting the City of Morgan Hill a non-exclusive, perpetual easement over certain portions of City-owned property, the City Corporation Yard (APN 841-10-009 & 841-10-032), for the installation, maintenance, and operation of a sanitary sewer trunk line and authorize the City Administrator to execute the agreement.

EXECUTIVE SUMMARY

The City of Gilroy, as the property owner, seeks to grant a utility easement to the City of Morgan Hill for a sanitary sewer trunk line. This easement is essential for Morgan Hill to extend its sanitary sewer service through a portion of Gilroy's property the City Corporation Yard, facilitating the infrastructure across the property and connecting to the existing jointly owned trunk line near Renz Lane. The easement includes provisions for construction, emergency access, maintenance responsibilities, and restoration obligations.

BACKGROUND

The Cities of Morgan Hill and Gilroy share joint responsibility for maintaining the South County wastewater infrastructure, including the wastewater trunk line that extends from

Morgan Hill through Gilroy to the regional wastewater treatment plant in Gilroy. This critical infrastructure is managed under the South County Regional Wastewater Authority (SCRWA), a Joint Powers Authority (JPA) formed in 1967. The JPA agreement, updated in 1992, outlines the collaborative framework for operating and maintaining shared wastewater facilities.

A comprehensive condition assessment conducted in 2021 by Water Works Engineers revealed several immediate repair needs along the joint trunk line. These findings included five sanitary sewer pipeline segments requiring structural repairs, spray coating of approximately 25,000 linear feet of pipe to prevent corrosion, and the rehabilitation of 40 manholes to maintain the line's integrity. Addressing these deficiencies is essential to ensure the trunk line continues to function safely and efficiently, preventing potential service disruptions or environmental impacts.

To address these urgent needs, the City of Gilroy incorporated the Joint Morgan Hill-Gilroy Trunk Line Repairs Project into its Fiscal Years 2024-2028 Capital Improvement Program (CIP). This project includes the design, construction, and construction management for the necessary repairs, with an estimated total cost of \$3.9 million. The project's costs are shared equally between the two cities under a cost-sharing agreement approved by Morgan Hill's City Council on September 4, 2024, and recommended for approval by Gilroy's City Council.

Separate from the joint trunk line, the City of Morgan Hill has a need to increase capacity for its continued growth. The new trunk line through the City Corporation Yard, APN 841-10-009 and 841-10-032, is a component of the new Morgan Hill Trunk line that will extend from Morgan Hill to Renz Lane in Gilroy. The City of Gilroy and Morgan Hill previously shared in the cost of constructing a shared trunk line from the treatment plant to Renz Lane. This new trunk line will connect with this previously constructed segment and relieve the existing jointly owned wastewater trunk line, providing benefit to Morgan Hill and Gilroy. To facilitate repairs to the new trunk line and ensure ongoing maintenance access, the City of Morgan Hill requires a perpetual, non-exclusive utility easement over this property. Additionally, a Temporary Construction Easement (TCE) is necessary for the installation phase, providing space for staging and construction activities.

The proposed easement agreement formalizes these access rights while protecting the interests of the City of Gilroy. It ensures that all work performed by Morgan Hill will meet restoration and safety standards and that Gilroy retains the ability to use the property without unreasonable interference. The agreement also includes provisions for liability, environmental protections, and long-term operational needs. By establishing clear terms and responsibilities, the easement agreement facilitates efficient project execution while safeguarding Gilroy's property and operational priorities.

This project reflects the continued commitment of both cities to maintaining critical shared infrastructure, preserving public health, and supporting regional wastewater management goals.

ANALYSIS

The proposed easement agreement is a critical step in facilitating the long-term partnership with Morgan Hill at the South County Regional Wastewater Authority. The Cities recently partnered to expand the wastewater treatment plant providing additional capacity for flow to be received from Morgan Hill. By granting a perpetual, non-exclusive utility easement to the City of Morgan Hill, the agreement ensures that Morgan Hill has the legal right to access, install, maintain, and repair the sanitary sewer trunk line infrastructure on portions of City of Gilroy-owned property; the City of Gilroy Corporation Yard (APN 841-10-009 & 841-10-032). This access is essential for the successful implementation and long-term maintenance of this infrastructure.

Key Provisions of the Easement Agreement:

1. **Scope of Easement:** The easement allows Morgan Hill to perform all necessary work related to the trunk line, including installation, operation, maintenance, repair, and emergency access. The agreement also ensures that the City of Morgan Hill's activities will be conducted in a manner that minimizes disruption to Gilroy's property and operations. No operational impacts are anticipated from this easement.
2. **Temporary Construction Easement (TCE):** In addition to the permanent easement, the agreement includes a TCE that provides Morgan Hill with additional space (20 feet adjacent to the permanent easement) for staging, equipment storage, and other construction-related activities. The TCE is valid for 18 months and will terminate upon project completion.
3. **Restoration Obligations:** Morgan Hill is responsible for restoring any disturbed areas to substantially the same condition as prior to the work. This includes regrading, replacing landscaping, and repairing any damage to improvements within the easement area. Restoration must be completed within 30 days of the work's conclusion.
4. **Non-Interference with Gilroy's Use:** The agreement specifies that Morgan Hill's use of the easement area must not interfere unreasonably with Gilroy's use of the property. Gilroy retains the right to approve any additional utility installations within the easement area to ensure compatibility with the sewer trunk line.
5. **Insurance and Liability:** Morgan Hill will maintain general liability insurance and indemnify the City of Gilroy for any claims arising from its activities within the easement area, except for damages caused by Gilroy's negligence. Environmental liability insurance is also included to address potential hazards encountered during the work.

6. **Perpetual Nature:** The easement is perpetual to ensure the long-term operation and maintenance of the shared trunk line infrastructure, critical for both cities. Termination of the easement is only permitted if the trunk line is no longer in use and is fully removed or rerouted.

ALTERNATIVES

Approving the proposed easement agreement allows the City of Morgan Hill to proceed with the Morgan Hill Relief Trunk Line Project. Declining to approve the agreement would delay the project, potentially increasing costs and risking environmental and public health impacts due to system degradation or failure. Such a decision would also contradict previous Council actions supporting the project and the long-standing partnership established under the South County Regional Wastewater Authority (SCRWA).

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact associated with the approval of the easement agreement. All maintenance, installation, and repair costs for the Sanitary Sewer Facilities are to be borne by Morgan Hill, except in cases where damage is caused by Gilroy's actions. Morgan Hill will maintain liability insurance as is typical and will indemnify Gilroy for any claims from this easement.

PUBLIC OUTREACH

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

NEXT STEPS

Upon Council approval, the City Administrator will execute the easement agreement with the City of Morgan Hill. Following execution, the agreement will be recorded with the Santa Clara County Recorder's Office to formalize the easement rights. The City of Gilroy Public Works Department will coordinate with Morgan Hill on the project timeline and ensure compliance with notice and restoration requirements as stipulated in the agreement. During installation and subsequent maintenance, Gilroy staff will monitor activities within the easement area to ensure restoration standards are met and to address any potential impacts on Gilroy property. Additionally, all documentation related to this easement, including permits, project records, and maintenance plans, will be retained for future reference and ongoing property management.

Attachments:

1. Utility Easement Agreement (Sanitary Sewer Trunk Line)
2. Exhibits A, B, C, and D detailing the easement area and benefitted property

Utility Easement Agreement (Sanitary Sewer Trunk Line)

A. RECITALS

A. The **CITY OF GILROY** (the "CITY" or "GRANTOR") is the owner of that certain real property located in the City of Gilroy, California, more particularly described on the attached Exhibit C, **APN 841-10-009 & 841-10-032** (the "GRANTOR Property").

B. The **CITY OF MORGAN HILL** ("CITY" or "GRANTEE") is the owner of that certain real property located in the vicinity of the GRANTOR Property, more particularly described on the attached Exhibit D (the "Benefitted Property"). The Benefitted Property shall also include any other real property acquired by the GRANTEE that is adjacent to the property described in Exhibit D, and upon such acquisition, all references to the "Benefitted Property" shall mean and include such additional real property.

C. The GRANTEE requires a sanitary sewer trunk line (the "Sanitary Sewer Trunk Line") to service the Benefitted Property and related infrastructure.

D. Portions of the sewer trunk line and related facilities necessary to service the Benefitted Property (collectively, the "Sanitary Sewer Facilities") are located on a portion of the GRANTOR Property consisting of a strip of land (the "Easement Area"), which is identified as the "Sewer Trunk Line Easement" on the legal description attached hereto as Exhibit A and on the plat attached hereto as Exhibit B, **APN 841-10-009 & 841-10-032**.

E. The CITY OF GILROY wishes to grant to the CITY OF MORGAN HILL a utility easement over and across the GRANTOR Property to and for the benefit of the Benefitted Property and to establish the GRANTEE's rights in and to the Sanitary Sewer Facilities, in accordance with the terms and conditions set forth below.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 For all purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- (a) "**Agreement**" shall mean this Utility Easement Agreement.
- (b) "**GRANTOR**" shall mean the CITY OF GILROY or its successor or assign or any successor-in-interest in ownership of the GRANTOR Property, **APN 841-10-009 & 841-10-032**.
- (c) "**GRANTOR Parties**" shall mean GRANTOR or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.
- (d) "**Utility Easement Owner**" shall mean the CITY OF MORGAN HILL or its successor or assign or any successor-in-interest in ownership of the Benefitted Property.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(e) **"Utility Easement Owner Parties"** shall mean the Utility Easement Owner or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.

2. GRANT OF UTILITY EASEMENT

2.1 Scope of Utility Easement. GRANTOR hereby grants and conveys to Utility Easement Owner a perpetual, non-exclusive easement over, upon, under, and through the GRANTOR Property, **APN 841-10-009 & 841-10-032** (the "Utility Easement"), for the benefit of the Benefitted Property for the right to:

(a) Install, use, maintain, repair, improve, reconstruct, upgrade, and/or operate the Sanitary Sewer Facilities within the Easement Area, which Sanitary Sewer Facilities shall be owned solely by the Utility Easement Owner. However, the Utility Easement Owner agrees that any such installation, use, maintenance, repair, improvement, reconstruction, upgrade, and/or operation shall be conducted in a good and workmanlike manner and in accordance with good engineering practices.

(b) **Emergency Access.** In the case of emergencies, the Utility Easement Owner is permitted to conduct emergency repairs immediately and notify the GRANTOR within 24 hours after the start of such work. For non-emergency work, the Utility Easement Owner shall provide at least five (5) business days written notice before commencing work within the Easement Area. Routine maintenance inspections do not require prior notice.

(c) Access, ingress, and egress to and from the Sanitary Sewer Facilities for any of the purposes described above.

2.2 Maintenance, Repair, and Replacement of Sanitary Sewer Facilities. The Utility Easement Owner shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement, if necessary, of the Sanitary Sewer Facilities. However, the GRANTOR shall be obligated to pay or reimburse the Utility Easement Owner for any and all damage (other than due to ordinary wear and tear) to the Sanitary Sewer Facilities caused by the negligence or wrongful acts of the GRANTOR Parties.

2.3 Restoration of GRANTOR Property. If any Utility Easement Owner Parties enter upon the GRANTOR Property, **APN 841-10-009 & 841-10-032**, for the installation, maintenance, repair, or replacement of the Sanitary Sewer Facilities, the Utility Easement Owner agrees to restore the GRANTOR Property affected by such work to substantially the same condition as existed prior to such work within thirty (30) days of completing the repair or work. Restoration obligations cover both original installation and any future maintenance or upgrades to the Sanitary Sewer Facilities. The Utility Easement Owner shall use reasonable efforts to avoid causing any damage to, or interference with, any other improvements or landscaping on or around the Easement Area.

2.4 Covenant by Utility Easement Owner. The Utility Easement Owner covenants not to materially interfere with the use of the GRANTOR Property by the GRANTOR Parties, subject to the Utility Easement Owner's rights under the Utility Easement granted herein.

2.5 Reservation of Rights by GRANTOR. The Utility Easement is subject to the following reservations by the GRANTOR:

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(a) The GRANTOR reserves the right to use the surface area of the Easement Area for any use that does not unreasonably interfere with the use of the Sanitary Sewer Facilities by the Utility Easement Owner, provided no structure shall be installed or maintained that materially affects the Utility Easement Owner's right to access and use the Sanitary Sewer Facilities.

(b) The GRANTOR specifically reserves the right to allow other utility lines to be installed within the Easement Area, provided those utility lines do not materially interfere with the use or operation of the Sanitary Sewer Facilities by the Utility Easement Owner.

(c) The use of any Temporary Construction Easement granted herein shall be limited to installation purposes only and will not unreasonably interfere with ongoing operations or access required by the GRANTOR for its activities

2.6 Temporary Construction Easement. GRANTOR grants to the Utility Easement Owner a Temporary Construction Easement (TCE) for purposes of installing the Sanitary Sewer Facilities within the Easement Area. The TCE will cover an area an additional Twenty (20) feet adjacent to the Utility Easement only in areas not impacting vehicular travel routes. The TCE is valid for a period of Eighteen (18) months, beginning on the date of commencement of the original installation.

During this period, the Utility Easement Owner shall have the right to use this area for staging, equipment storage, materials, and other activities required to complete the installation. Upon completion of the installation, the Utility Easement Owner agrees to restore the TCE area to substantially the same condition as existed prior to use, at no cost to the GRANTOR. This TCE is granted solely for the installation phase and shall terminate upon completion of the installation or at the end of the stated period, whichever occurs first.

3. INSURANCE

During any period that any Utility Easement Owner Parties are maintaining or repairing the Sanitary Sewer Facilities under the GRANTOR Property, **APN 841-10-009 & 841-10-032**, the Utility Easement Owner shall obtain and maintain a commercial general liability insurance policy insuring both the Utility Easement Owner and the GRANTOR against claims arising from the activities of the Utility Easement Owner Parties. Such insurance shall be in an amount of not less than \$2,000,000 per occurrence for bodily injury, death, and property damage.

Environmental liability insurance or pollution liability may also be required if hazardous materials are encountered during the work.

4. INDEMNIFICATION

The Utility Easement Owner shall indemnify, defend, protect, and hold the GRANTOR and the GRANTOR Parties harmless from and against all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from the Utility Easement Owner's use of the Easement Area, except to the extent caused by the negligence or wrongful acts of the GRANTOR Parties.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

5. MECHANIC'S LIENS

The Utility Easement Owner shall keep the GRANTOR Property, **APN 841-10-009 & 841-10-032**, and Easement Area free of any mechanics' or materialmen's liens arising from work performed by the Utility Easement Owner Parties. If such liens arise, the Utility Easement Owner shall remove or bond against such liens within twenty (20) calendar days of notification.

6. COVENANTS TO RUN WITH THE LAND

The Utility Easement shall run with the land and bind the successors and assigns of the GRANTOR and the Utility Easement Owner.

7. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the Parties regarding this Agreement, the Parties shall first attempt to resolve the matter through **good faith negotiations**. If the dispute remains unresolved, either Party may refer the dispute to **mediation** before pursuing litigation or other legal remedies. If mediation is unsuccessful, the Parties may proceed to litigation.

8. TERMINATION AND MODIFICATION

This Easement shall remain in effect in perpetuity unless the Sanitary Sewer Facilities are no longer in use or are permanently rerouted. In such cases, the Parties may terminate or modify the easement through mutual written agreement. If the easement is terminated, the GRANTEE shall remove any above-ground structures and restore the GRANTOR Property, **APN 841-10-009 & 841-10-032**, to its original condition unless otherwise agreed upon.

9. ENVIRONMENTAL HAZARDS

In the event that hazardous materials, contaminated soil, or any environmental issues are encountered during the installation, maintenance, or repair of the Sanitary Sewer Facilities, the Utility Easement Owner shall immediately notify the GRANTOR and take appropriate steps to mitigate the hazard. Any necessary environmental cleanup shall be the responsibility of the Utility Easement Owner, and environmental liability insurance coverage shall be maintained to cover any such occurrences.

10. MISCELLANEOUS

10.1 **Notices.** Any notice required hereunder shall be deemed delivered if sent by registered or certified mail to the following addresses: p. 21 of 194

7351 Rosanna Street,
Gilroy, CA 95020
Attn: Director of Public Works/City Engineer

CITY OF MORGAN HILL

17575 Peak Avenue,
Morgan Hill, CA 95037
Attn: Legal Department

**Utility Easement Agreement
(Sanitary Sewer Trunk Line)**

11. IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written herein below.

CITY:

CITY OF MORGAN HILL
A Municipal Corporation

BY:

Christina Turner
Title: City Manager
Date: _____

GRANTOR:

CITY OF GILROY
A Municipal Corporation

BY:

Jimmy Forbis
Title: City Administrator
Date: _____

APPROVED AS TO FORM:

BY:

Donald Larkin
Title: City Attorney
Date: _____

BY:

Andy Faber
Title: City Attorney
Date: _____



February 5, 2024
HMH 4897.00.272
Page 1 of 1

EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of Parcel One as shown on that certain Parcel Map filed for record on December 8, 2004, in Book 778 of Maps, page 35, Santa Clara County Records, described as follows:

COMMENCING at southerly terminus of that certain course shown as "South 19°34'17" East, 65.96 feet, on the westerly line of said Parcel One as shown on said Map;
Thence along said westerly line, North 19°35'08" West, 18.00 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said westerly line, North 19°35'08" West, 15.00 feet;
Thence North 70°40'36" East, 150.59 feet, to the westerly line of Highway 101;
Thence along said westerly line, South 19°15'25" East, 15.00 feet;
Thence South 70°40'36" West, 150.50 feet, to the TRUE POINT OF BEGINNING.

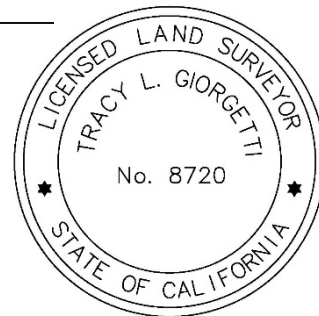
Containing 2,258 square feet or 0.05 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 2-5-24


Tracy L. Giorgetti, LS 8720



EAST 7TH
STREET

37.5' 37.5'

EAST STREET

N19°35'08"W
(S19°34'17"E 65.96')

TPOB

N70°40'36"E 150.59'

15'

15'

18'

POC

S70°40'36"W 150.50'

S19°15'25"E
15.00'

PARCEL ONE
778-M-35
APN 841-10-009 & 032

HIGHWAY 101



0 40 80
1 IN. = 80 FT.

LEGEND

POC
TPOB

POINT OF COMMENCEMENT
TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2024-02-05
Designed: —
Drawn: RF
Checked: TG
Proj. Engr.: —
489700PL06



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT

CITY OF GILROY

CALIFORNIA

GRANTOR: CITY OF GILROY
PROJECT NAME: SEWER RELIEF TRUNK LINE

APN: 841-10-009/032

EXHIBIT C
Grant of Sanitary Sewer Easement

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
 CITY OF MORGAN HILL
 17575 PEAK AVENUE
 MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT
 CODE SECTIONS 6103 & 27383

APN 841-10-009 & 841-10-032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF SANITARY SEWER EASEMENT

City of Gilroy, as owners of the property APN 841-10-009 and 841-10-032 (Grantor), hereby grants to the City of Morgan Hill, a municipal corporation of the State of California (Grantee), a non-exclusive easement for sanitary sewer purposes over, under, and upon those certain areas of land, with the right to enter upon the easement at any time for inspection, installation, construction, repair and maintenance thereof, located within the easement area as described in Exhibit A and Exhibit B.

These easements shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, and lawful fences.

Executed the day and year first above written.

GRANTOR:

By: _____

Name: **Jimmy Forbis, City Administrator**

Date: _____

EXHIBIT D
Benefitted Property



June 21, 2021
HMH 4897.00.272
Page 1 of 1

SANITARY SEWER EASEMENT LEGAL DESCRIPTION

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Trust Transfer Deed recorded February 25, 2021, in Document No. 24846770 of Official Records, Santa Clara County Records, described as follows:

COMMENCING at the southerly corner of said parcel of land, being on the easterly line of East Street;
Thence along said easterly line, North 19°19'24" West, 17.50 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 19°19'24" West, 15.00 feet;
Thence North 70°40'36" East, 269.69 feet, to the easterly line of said parcel of land;
Thence along said easterly line, South 19°35'08" East, 15.00 feet;
Thence South 70°40'36" West, 269.76 feet, to the TRUE POINT OF BEGINNING.

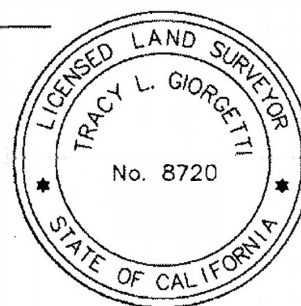
Containing 4,046 square feet or 0.09 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6 21 21


Tracy L. Giorgetti, LS 8720



EAST 7TH
STREET

EAST
STREET

N19°19'24"W

N70°40'36"E 269.69'

-15.00'

ТРОВ
-17.50'

S70°40'36"W 269.76'

S19°35'08"E
15.00'

37.5'

37.5'



LEGEND

POC POINT OF COMMENCEMENT
TPOB TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-06-21

Designed: 

Drawn: RF

Checked	TG
---------	----

Proj. Engr.: _____

489700PL01



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

**PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT**

CITY OF GILROY

p. 30 of 104

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from **the City of Gilroy** to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. _____ of the Morgan Hill City Council adopted on _____, 2024, and the grantee consents to the recordation thereof by its duly authorized officer.

Recommended for Approval	City of Morgan Hill
_____ Scott C. Creer, City Engineer	_____ Christina J. Turner, City Manager
	Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20____, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20____, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

Utility Easement Agreement (Sanitary Sewer Trunk Line)

A. RECITALS

A. The **CITY OF GILROY** (the "CITY" or "GRANTOR") is the owner of that certain real property located in the City of Gilroy, California, more particularly described on the attached Exhibit C, **APN 841-10-009 & 841-10-032** (the "GRANTOR Property").

B. The **CITY OF MORGAN HILL** ("CITY" or "GRANTEE") is the owner of that certain real property located in the vicinity of the GRANTOR Property, more particularly described on the attached Exhibit D (the "Benefitted Property"). The Benefitted Property shall also include any other real property acquired by the GRANTEE that is adjacent to the property described in Exhibit D, and upon such acquisition, all references to the "Benefitted Property" shall mean and include such additional real property.

C. The GRANTEE requires a sanitary sewer trunk line (the "Sanitary Sewer Trunk Line") to service the Benefitted Property and related infrastructure.

D. Portions of the sewer trunk line and related facilities necessary to service the Benefitted Property (collectively, the "Sanitary Sewer Facilities") are located on a portion of the GRANTOR Property consisting of a strip of land (the "Easement Area"), which is identified as the "Sewer Trunk Line Easement" on the legal description attached hereto as Exhibit A and on the plat attached hereto as Exhibit B, **APN 841-10-009 & 841-10-032**.

E. The CITY OF GILROY wishes to grant to the CITY OF MORGAN HILL a utility easement over and across the GRANTOR Property to and for the benefit of the Benefitted Property and to establish the GRANTEE's rights in and to the Sanitary Sewer Facilities, in accordance with the terms and conditions set forth below.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 For all purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

- (a) **"Agreement"** shall mean this Utility Easement Agreement.
- (b) **"GRANTOR"** shall mean the CITY OF GILROY or its successor or assign or any successor-in-interest in ownership of the GRANTOR Property, **APN 841-10-009 & 841-10-032**.
- (c) **"GRANTOR Parties"** shall mean GRANTOR or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.
- (d) **"Utility Easement Owner"** shall mean the CITY OF MORGAN HILL or its successor or assign or any successor-in-interest in ownership of the Benefitted Property.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(e) **"Utility Easement Owner Parties"** shall mean the Utility Easement Owner or any of its agents, employees, affiliates, contractors, subcontractors, or other representatives.

2. GRANT OF UTILITY EASEMENT

2.1 Scope of Utility Easement. GRANTOR hereby grants and conveys to Utility Easement Owner a perpetual, non-exclusive easement over, upon, under, and through the GRANTOR Property, **APN 841-10-009 & 841-10-032** (the "Utility Easement"), for the benefit of the Benefitted Property for the right to:

(a) Install, use, maintain, repair, improve, reconstruct, upgrade, and/or operate the Sanitary Sewer Facilities within the Easement Area, which Sanitary Sewer Facilities shall be owned solely by the Utility Easement Owner. However, the Utility Easement Owner agrees that any such installation, use, maintenance, repair, improvement, reconstruction, upgrade, and/or operation shall be conducted in a good and workmanlike manner and in accordance with good engineering practices.

(b) **Emergency Access.** In the case of emergencies, the Utility Easement Owner is permitted to conduct emergency repairs immediately and notify the GRANTOR within 24 hours after the start of such work. For non-emergency work, the Utility Easement Owner shall provide at least five (5) business days written notice before commencing work within the Easement Area. Routine maintenance inspections do not require prior notice.

(c) Access, ingress, and egress to and from the Sanitary Sewer Facilities for any of the purposes described above.

2.2 Maintenance, Repair, and Replacement of Sanitary Sewer Facilities. The Utility Easement Owner shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement, if necessary, of the Sanitary Sewer Facilities. However, the GRANTOR shall be obligated to pay or reimburse the Utility Easement Owner for any and all damage (other than due to ordinary wear and tear) to the Sanitary Sewer Facilities caused by the negligence or wrongful acts of the GRANTOR Parties.

2.3 Restoration of GRANTOR Property. If any Utility Easement Owner Parties enter upon the GRANTOR Property, **APN 841-10-009 & 841-10-032**, for the installation, maintenance, repair, or replacement of the Sanitary Sewer Facilities, the Utility Easement Owner agrees to restore the GRANTOR Property affected by such work to substantially the same condition as existed prior to such work within thirty (30) days of completing the repair or work. Restoration obligations cover both original installation and any future maintenance or upgrades to the Sanitary Sewer Facilities. The Utility Easement Owner shall use reasonable efforts to avoid causing any damage to, or interference with, any other improvements or landscaping on or around the Easement Area.

2.4 Covenant by Utility Easement Owner. The Utility Easement Owner covenants not to materially interfere with the use of the GRANTOR Property by the GRANTOR Parties, subject to the Utility Easement Owner's rights under the Utility Easement granted herein.

2.5 Reservation of Rights by GRANTOR. The Utility Easement is subject to the following reservations by the GRANTOR:

Utility Easement Agreement (Sanitary Sewer Trunk Line)

(a) The GRANTOR reserves the right to use the surface area of the Easement Area for any use that does not unreasonably interfere with the use of the Sanitary Sewer Facilities by the Utility Easement Owner, provided no structure shall be installed or maintained that materially affects the Utility Easement Owner's right to access and use the Sanitary Sewer Facilities.

(b) The GRANTOR specifically reserves the right to allow other utility lines to be installed within the Easement Area, provided those utility lines do not materially interfere with the use or operation of the Sanitary Sewer Facilities by the Utility Easement Owner.

(c) The use of any Temporary Construction Easement granted herein shall be limited to installation purposes only and will not unreasonably interfere with ongoing operations or access required by the GRANTOR for its activities

2.6 Temporary Construction Easement. GRANTOR grants to the Utility Easement Owner a Temporary Construction Easement (TCE) for purposes of installing the Sanitary Sewer Facilities within the Easement Area. The TCE will cover an area an additional Twenty (20) feet adjacent to the Utility Easement only in areas not impacting vehicular travel routes. The TCE is valid for a period of Eighteen (18) months, beginning on the date of commencement of the original installation.

During this period, the Utility Easement Owner shall have the right to use this area for staging, equipment storage, materials, and other activities required to complete the installation. Upon completion of the installation, the Utility Easement Owner agrees to restore the TCE area to substantially the same condition as existed prior to use, at no cost to the GRANTOR. This TCE is granted solely for the installation phase and shall terminate upon completion of the installation or at the end of the stated period, whichever occurs first.

3. INSURANCE

During any period that any Utility Easement Owner Parties are maintaining or repairing the Sanitary Sewer Facilities under the GRANTOR Property, **APN 841-10-009 & 841-10-032**, the Utility Easement Owner shall obtain and maintain a commercial general liability insurance policy insuring both the Utility Easement Owner and the GRANTOR against claims arising from the activities of the Utility Easement Owner Parties. Such insurance shall be in an amount of not less than \$2,000,000 per occurrence for bodily injury, death, and property damage.

Environmental liability insurance or **pollution liability** may also be required if hazardous materials are encountered during the work.

4. INDEMNIFICATION

The Utility Easement Owner shall indemnify, defend, protect, and hold the GRANTOR and the GRANTOR Parties harmless from and against all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from the Utility Easement Owner's use of the Easement Area, except to the extent caused by the negligence or wrongful acts of the GRANTOR Parties.

Utility Easement Agreement (Sanitary Sewer Trunk Line)

5. MECHANIC'S LIENS

The Utility Easement Owner shall keep the GRANTOR Property, **APN 841-10-009 & 841-10-032**, and Easement Area free of any mechanics' or materialmen's liens arising from work performed by the Utility Easement Owner Parties. If such liens arise, the Utility Easement Owner shall remove or bond against such liens within twenty (20) calendar days of notification.

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In the event of any dispute or disagreement between the Parties regarding this Agreement, the Parties shall first attempt to resolve the matter through **good faith negotiations**. If the dispute remains unresolved, either Party may refer the dispute to **mediation** before pursuing litigation or other legal remedies. If mediation is unsuccessful, the Parties may proceed to litigation.

8. TERMINATION AND MODIFICATION

This Easement shall remain in effect in perpetuity unless the Sanitary Sewer Facilities are no longer in use or are permanently rerouted. In such cases, the Parties may terminate or modify the easement through mutual written agreement. If the easement is terminated, the GRANTEE shall remove any above-ground structures and restore the GRANTOR Property, **APN 841-10-009 & 841-10-032**, to its original condition unless otherwise agreed upon.

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In the event that hazardous materials, contaminated soil, or any environmental issues are encountered during the installation, maintenance, or repair of the Sanitary Sewer Facilities, the Utility Easement Owner shall immediately notify the GRANTOR and take appropriate steps to mitigate the hazard. Any necessary environmental cleanup shall be the responsibility of the Utility Easement Owner, and environmental liability insurance coverage shall be maintained to cover any such occurrences.

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7351 Rosanna Street,
Gilroy, CA 95020
Attn: Director of Public Works/City Engineer

CITY OF MORGAN HILL

17575 Peak Avenue,
Morgan Hill, CA 95037
Attn: Legal Department

**Utility Easement Agreement
(Sanitary Sewer Trunk Line)**

11. IN WITNESS WHEREOF

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written herein below.

CITY:

CITY OF MORGAN HILL
A Municipal Corporation

BY:

Christina Turner
Title: City Manager
Date: _____

GRANTOR:

CITY OF GILROY
A Municipal Corporation

BY:

Jimmy Forbis
Title: City Administrator
Date: _____

APPROVED AS TO FORM:

BY:

Donald Larkin
Title: City Attorney
Date: _____

BY:

Andy Faber
Title: City Attorney
Date: _____



February 5, 2024
HMM 4897.00.272
Page 1 of 1

EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of Parcel One as shown on that certain Parcel Map filed for record on December 8, 2004, in Book 778 of Maps, page 35, Santa Clara County Records, described as follows:

COMMENCING at southerly terminus of that certain course shown as "South 19°34'17" East, 65.96 feet, on the westerly line of said Parcel One as shown on said Map;
Thence along said westerly line, North 19°35'08" West, 18.00 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said westerly line, North 19°35'08" West, 15.00 feet;
Thence North 70°40'36" East, 150.59 feet, to the westerly line of Highway 101;
Thence along said westerly line, South 19°15'25" East, 15.00 feet;
Thence South 70°40'36" West, 150.50 feet, to the TRUE POINT OF BEGINNING.

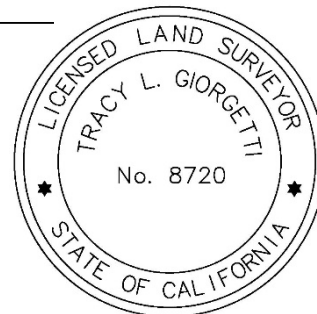
Containing 2,258 square feet or 0.05 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 2-5-24


Tracy L. Giorgetti, LS 8720



EAST 7TH
STREET

N19°35'08"W
(S19°34'17"E 65.96')

TPOB

N70°40'36"E 150.59'

15'

S70°40'36"W 150.50'

POC

S19°15'25"E

5.00'

37.5' | 37.5'

r-
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o-
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w

PARCEL ONE
778-M-35
AP N 841-10-009 & 032

1
S
(9
1



0 40 80
1 IN. = 80 FT.

LEGEND

POC
TPOB

POINT OF COMMENCEMENT
TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2024-02-05

Designed:

Drawn: RF

Checked: TG

Proj Engr.:

489700PL06



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT

CITY OF GILROY

CALIFORNIA

GRANTOR: CITY OF GILROY
PROJECT NAME: SEWER RELIEF TRUNK LINE

APN: 841-10-009/032

EXHIBIT C
Grant of Sanitary Sewer Easement

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
 CITY OF MORGAN HILL
 17575 PEAK AVENUE
 MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT
 CODE SECTIONS 6103 & 27383

APN 841-10-009 & 841-10-032

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF SANITARY SEWER EASEMENT

City of Gilroy, as owners of the property APN 841-10-009 and 841-10-032 (Grantor), hereby grants to the City of Morgan Hill, a municipal corporation of the State of California (Grantee), a non-exclusive easement for sanitary sewer purposes over, under, and upon those certain areas of land, with the right to enter upon the easement at any time for inspection, installation, construction, repair and maintenance thereof, located within the easement area as described in Exhibit A and Exhibit B.

These easements shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, and lawful fences.

Executed the day and year first above written.

GRANTOR:

By: _____

Name: **Jimmy Forbis, City Administer**

Date: _____

EXHIBIT D
Benefitted Property



June 21, 2021
HMH 4897.00.272
Page 1 of 1

SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of that parcel of land described in the Trust Transfer Deed recorded February 25, 2021, in Document No. 24846770 of Official Records, Santa Clara County Records, described as follows:

COMMENCING at the southerly corner of said parcel of land, being on the easterly line of East Street;

Thence along said easterly line, North 19° 19' 24" West, 17.50 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 19° 19' 24" West, 15.00 feet;

Thence North 70° 40' 36" East, 269.69 feet, to the easterly line of said parcel of land;

Thence along said easterly line, South 19° 35' 08" East, 15.00 feet;

Thence South 70° 40' 36" West, 269.76 feet, to the TRUE POINT OF BEGINNING.

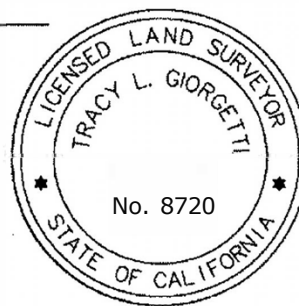
Containing 4,046 square feet or 0.09 acres, more or less.

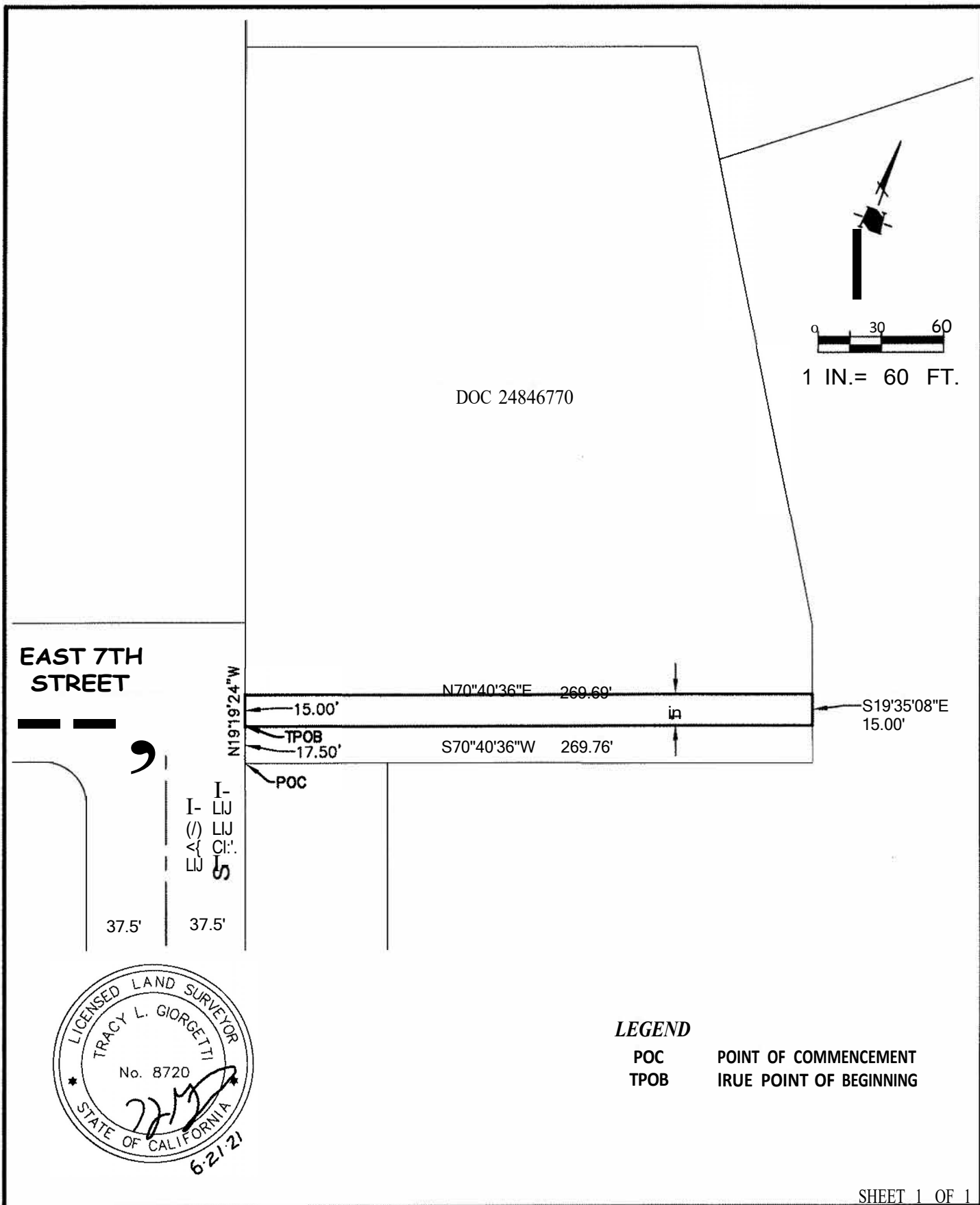
As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: -- ☐ 6 -- 12 --


Tracy L. Giorgetti, LS 8720





CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from **the City of Gilroy** to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. _____ of the Morgan Hill City Council adopted on _____, 2024, and the grantee consents to the recordation thereof by its duly authorized officer.

Recommended for Approval	City of Morgan Hill
_____ Scott C. Creer, City Engineer	_____ Christina J. Turner, City Manager
	Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)



City of Gilroy

STAFF REPORT

Agenda Item Title: **Adopt a Resolution Approving a Third Time Extension for Tentative Map TM 16-02 Creating 14 Single-Family Residential Lots, Two Common Parcels, and One Public Park Parcel, Located at the Northerly Terminus of Greenfield Drive and South of Uvas Creek, APN 808-20-008**

Meeting Date: December 9, 2024
 From: Jimmy Forbis, City Administrator
 Department: Community Development
 Submitted By: Sharon Goei, Community Development Director
 Prepared By: Cindy McCormick, Planning Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Adopt a resolution approving a 12-month time extension of Tentative Map TM 16-02, without any changes to project approval, to subdivide 8.36 acres, creating 14 single-family residential lots, two common parcels, and one public park parcel, located at the northerly terminus of Greenfield Drive and south of Uvas Creek, APN 808-20-008.

EXECUTIVE SUMMARY

On November 5, 2018, the City Council approved the Greenfield 14-lot subdivision for an initial period of two years, through November 5, 2020. Legislative actions taken by the State and City further extended project approval through November 30, 2022. On February 27, 2023, the City Council approved a request for 12-month time extension of the approval, through November 30, 2023. On February 5, 2024, the City Council approved a request for an additional 12-month time extension of the approval, through November 30, 2024.

The applicant has filed a third extension request in compliance with the State Subdivision Map Act. Pursuant to the provisions of State law, a project qualifies for an

extension of time under the same conditions and circumstances under which it was originally approved. No changes to conditions can be required except if necessary to comply with a provision of state or federal law. Approval of this request would extend the permit expiration date for TM 16-02 through to November 30, 2025.

BACKGROUND

The City Council approved TM 16-02 on November 5, 2018, for 14 single-family residential lots on 8.36 acres, via Resolution 2018-44. The approval included dedication of 3.7 acres as public park space, resulting in a net density of 3 units per acre, in compliance with the site's low density residential land use designation. A mitigated negative declaration was also prepared and adopted for the project, with the mitigations incorporated into the project conditions of approval.

The approval was granted for an initial period of two (2) years, through November 5, 2020. On June 1, 2020, the City Council extended the expiration periods for all active entitlements through May 31, 2021. This was in response to County and State Orders requiring business closures during the COVID-19 pandemic. On September 30, 2020, the state legislature enacted AB 1561 which granted an additional extension of 18 months to housing entitlements that were issued before March 4, 2020 and that would expire before December 31, 2021. This effectively extended the project approval through November 30, 2022. On November 30, 2022, the applicant filed a request for a 12-month extension of the tentative map and associated improvement plans. On February 27, 2023, the City Council approved the 12-month time extension, through November 30, 2023. On November 30, 2023, the applicant filed a request for another 12-month extension of the tentative map and associated improvement plans. On February 5, 2024, the City Council approved the 12-month time extension, through November 30, 2024.

ANALYSIS

On November 6, 2024, the applicant completed the submittal process for a third extension request in compliance with the State Subdivision Map Act. Staff has determined that approval of the extension is warranted based on the following:

Municipal Code and Subdivision Map Act: The Subdivision Map Act, Government Code §66452.6(a), mandates an initial two-year life for a tentative map, which may be extended by local ordinance for an additional 12 months. Gilroy City Code Section 21.41(i) provides that the City Council, at its discretion, may extend approval of a tentative map for an additional 12 months. Moreover, Government Code §66452.6(e) provides that a local agency may extend a Tentative Map for an additional period or periods not to exceed six years. This provision preempts City regulations that limit the number of extensions to three years. Although granting an extension of the tentative map is discretionary, under Government Code §66452.6(e), the courts have held that the local agency's discretion is limited to the length of the extension and that the local agency cannot add new conditions to the tentative map. Under Government Code

§66498.1, a local agency may condition or deny a permit, approval, extension, or entitlement only if it determines any of the following:

(1) A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both.

(2) The condition or denial is required in order to comply with state or federal law.

There are no known specific health or safety concerns at this time or identified with the original approval. No new or modified conditions are proposed, and staff is recommending approval of the requested extension.

Furthermore, the Housing Accountability Act limits the ability of local government to deny a housing development. Government Code Section 65589.5(j) states that a “proposed housing development project cannot be denied if it complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the housing development project’s application is determined to be complete.”

The request would extend approval through November 30, 2025. During this time, the applicant would need to pursue the process for recordation of a final map.

ALTERNATIVES

The City Council may deny the time extension. In this case, the City Council would need to make the necessary findings to deny a tentative map. Staff does not recommend this option.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impacts are associated with this request for a tentative map approval extension. Collection of fees (as established by the City Council) is intended to cover the staff resources necessary to review the final map and improvement plans.

PUBLIC OUTREACH

Extensions are legislative actions that do not require notice and hearing.

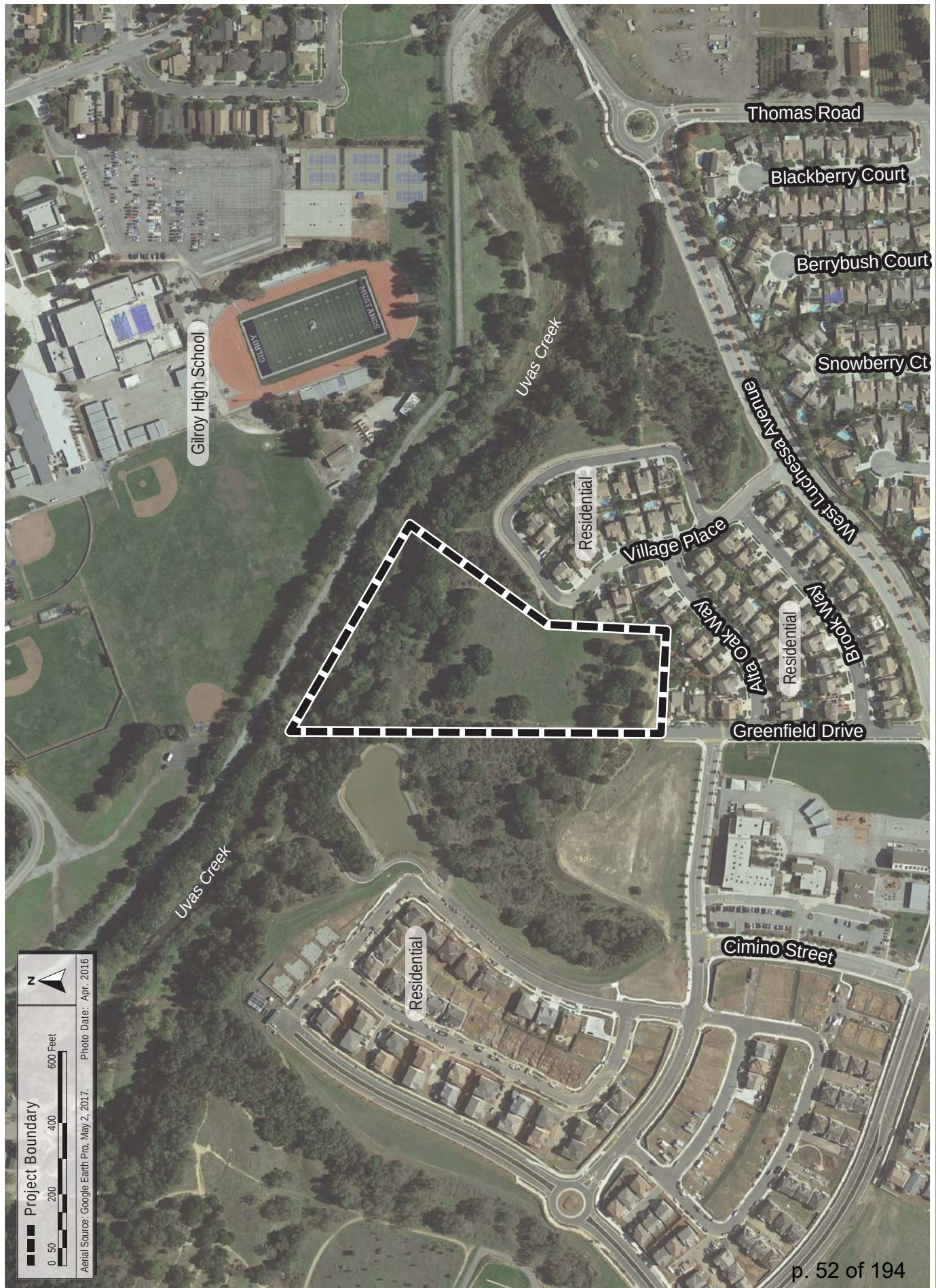
NEXT STEPS

Upon grant of the extension request, the applicant may proceed with initiation of the final map process.

Attachments:

1. Vicinity Map
2. Time Extension Request
3. City Council Resolution of Approval No. 2018-44 (TM16-02)
4. Approved Tentative Parcel Map Plans (TM 16-02)
5. Draft Resolution to Extend TM 16-02

FIGURE 2.0-3



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES

City of Gilroy Planning Department

October 30th, 2024

7351 Hanna Street

Gilroy CA, 95020

RE: Request for second extension of Tentative Map # 16-02

To whom it may concern:

We are formally requesting an extension of TM #16-02 for 12 months to allow processing of the final map and improvement plans.

Please contact me directly if you need additional information and notify me when it is agendized for the City Council.

Thank you,

James Suner

Owner/Developer

Jamessuner@gmail.com

408-607-0777

RESOLUTION 2018-44**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING TENTATIVE MAP TM 16-02, CREATING 14 SINGLE-FAMILY RESIDENTIAL LOTS, TWO COMMON PARCELS, ONE PUBLIC PARK PARCEL, LOCATED AT THE NORTHERLY TERMINUS OF GREENFIELD DRIVE AND SOUTH OF UVAS CREEK, APN 808-20-008, FILED BY JAMES SUNER**

WHEREAS, James Suner submitted an application requesting tentative map approval to subdivide an 8.36 acre site into 14 single-family lots, two common lots containing private roadways and stormwater detention, a 3.7 acre public park parcel to be dedicated as an extension of Uvas Creek Park Preserve open space, and associated public and private improvements within the R1 single-family zone district; and

WHEREAS, the subject property is located at the northern end of Greenfield Drive, south of Uvas Creek, east of Las Animas Elementary School/Glen Loma Ranch Specific Plan Area development, and east of Villagio residential development (Assessor's Parcel Number 808-20-008); and

WHEREAS, the tentative map application was referred to various public utility companies and City departments, including the Technical Advisory Committee for recommendations; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the TM 16-02 on June 7, 2016, at which public hearing the Planning Commission considered the proposed project, staff report, public comments and testimony, and all other documentation or other evidence received on the project; and

WHEREAS, the Planning Commission found that the project substantially conforms to the intent of the Gilroy General Plan and elements thereof, the Gilroy City Code, and all applicable standards and criteria, and on voted 6-0 (1 absence) to recommend the project to the City Council; and

WHEREAS, a mitigated negative declaration (MND) was completed for the project and made available for a 30-day public review period on July 27, 2018, in compliance with the requirements of the California Environmental Quality Act, and mitigation measures have been identified sufficient to address the environmental effects of the proposed project; and

WHEREAS, a mitigation monitoring and reporting plan has been prepared, consistent with the MND; and

WHEREAS, the City Council held a duly noticed public hearing on October 15, 2018, and considered the public testimony, the Planning Commission recommendation, the City Council Staff Report, and all other documentation related to application TM 16-02; and

WHEREAS, the City Council continued the matter to November 5, 2018, with direction given to staff to meet with the applicant, and submit a resolution with revised conditions of approval reflecting recommendations of the City Council; and

WHEREAS, using its independent judgement, and analysis based on deliberation and consideration of the materials presented at the public hearings, including public testimony received, the City Council concludes the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for TM 16-02 adequately assesses all potential environmental impacts of the project, mitigating potential impacts to a less than significant level, and that the project as proposed and conditioned conforms to the City's General Plan and elements thereof, the Gilroy City Code and all applicable standards and criteria. Further, the City of Gilroy Community Development Department is the custodian for all documents pertaining to the FMND, including its adoption, and the project.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Gilroy does hereby make findings required by the California Environmental Quality Act, the Gilroy City Code and the State Subdivision Map Act Section 66474 and take action to adopt the Mitigating Negative Declaration and approving TM 16-02, as follows:

SECTION I – CEQA Findings

1. Based upon the Record, the submissions by the Project Sponsor(s), the information in the staff report and provided from other interested parties, the oral testimony presented at this public hearing, and all other written materials submitted by all parties, the City Council hereby finds that the contents of Mitigated Negative Declaration (MND) and the procedures through which the MND was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) (CEQA). 14 California Code of Regulations Sections 15000 et seq. (the “CEQA Guidelines”).
2. The City Council further finds that the MND is adequate, accurate and objective, reflected the independent analysis and judgment of the City Council, and that the summary of comments and responses contained no significant revisions to the Draft Initial Study/Mitigated Negative Declaration (IS/MND), and adopts the MND for the Project in compliance with CEQA.
3. The City Council has reviewed and considered the IS/MND and the record as a whole and finds that there is no substantial evidence that the Project will have a significant effect on the environment with the adoption of the mitigation measures contained in the mitigation monitoring and reporting

program (MMRP) to avoid potentially significant environmental effects associated with the Project, and hereby adopts the MND.

4. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the project, incorporated herein. All required mitigation measures identified in the IS/MND and contained in the MMRP are included as conditions of approval.
5. The City Council further finds that since the MND was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the MND due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the MND.

SECTION II – Tentative Map Findings

1. The subdivision request TM 16-02, including the design and improvement of the subdivision, would be substantially consistent with all applicable City of Gilroy General Plan goals, objectives, policies and programs, including the low density residential land use designation given that the project, as proposed and conditioned, would:
 - a. Promote infill residential development in an area designated for this type of use and that would be compatible with the existing adjacent single-family residential neighborhoods, near parks and schools, and would protect natural resources, which would be consistent with the Strategic Direction Chapter;
 - b. Avoid encroachment into open space areas and provides a net density of 3 units per acre within remaining buildable areas of the site, after dedication of 3.7 acres of land for public park and open space, which would be substantially consistent with Community Design Chapter Policies 1.01, 1.05, 1.09;
 - c. Dedicate public land for the Uvas Creek Park Preserve open space, which would include extension of planned bicycle trails (consistent with the adopted 1992 Uvas Creek Park Preserve Plan, the 2002 Park & Recreation System Master Plan and the 2005 Gilroy Trails Master Plan), which would be in substantial compliance with Public Facilities and Services Chapter policies 16.02, 16.04, 16.05, 16.12, and 16.14; and
 - d. Avoid and protect sensitive open space habitat along Uvas Creek by providing a setback of 150 feet from top of creek bank, satisfying the minimum setback of 100 feet from top of bank and 35 feet setback from the edge of riparian habitat to the parcels, consistent with Community

Resources Chapter policies 20.01, 20.02, 20.03, 20.06, 20.07, 20.08 and Action 20.B.

- e. The site is not covered by a specific plan document, thus no findings for consistency are required for this criteria to comply with the State Subdivision Map Act. However, right of way access to the site would be extended through a small corner of City open space property within the U Ranch Specific Plan area. This acquisition is minimal and would not materially impact the value, use or access for this existing open space amenity.
2. The site is physically suited for the proposed development type and density given that the site contains 4.66 acres of building area upland from portions of the property within the Uvas Creek Park Preserve riparian corridor open space, which can accommodate a net density of 3 units per acre. Further, all proposed residential lots would be located upland of the flood plain along Uvas Creek, grading would be implemented in accordance with standard engineering practices and there are no unusual soils conditions associated with the site that would preclude use of fill for development, and public utilities and infrastructure improvements needed in order to serve TM 16-01 are in close proximity, at the existing terminus of Greenfield Drive.
3. TM 16-01 is consistent with the Gilroy City Code Zoning Ordinance including the R1 District Standards, the Subdivision and Land Development Code, the State Subdivision Map Act, and all City ordinances, policies and standards in effect as of the date the application was accepted as complete for processing on July 12, 2017, given that the development promotes single-family residential development with minimum 6,600 square foot lots sizes, improvements would comply with adopted City Engineering Standards and Specifications for minimum 36 foot wide minimum paved private roadway width, public utility easements, street trees, lighting, utility infrastructure, drainage and stormwater management, and flood control, and interim residential dwelling unit allocations were been granted for the project on May 17, 2016 and have not expired .
4. The subdivision design and improvements would not result in environmental damage or injure fish or wildlife or their habitat, as identified in the MND, given that all significant environmental impacts associated with the project have been identified and would be mitigated to a less than significant level.
5. The design of the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

6. The subdivision design and improvements will not conflict with easements acquired by the public at larger for access through or use of the property within the proposed subdivision as follows:
 - a. As proposed an easement for Santa Clara Valley Water District shall be preserved and maintained within the proposed Parcel A dedication.
 - b. As proposed and conditioned, the development would complete public trails through the site, connect the trails with the proposed development and adjacent developments to the east and west.
 - c. As conditioned, would provide public access through the development along the proposed private roadway and sidewalks.
 - d. As conditioned, the developer would acquire access across 0.2 acres of land owned by Glen Loma Ranch as public open space, for additional road right of way as necessary to extend Greenfield Drive into the property. This acquisition for roadway access is minimal and necessary to provide suitable access for development of the site consistent with the General Plan, and would not conflict with nor materially diminish the use these affected public open space lands.
7. The development is adjacent to wildlife vegetation and requires additional findings to be made pursuant to the Subdivision Map Act for properties within wildland urban interface areas. As conditioned by the Fire Department, the findings for approval of development in wildland urban interface areas would be satisfied as follows:
 - a. The project would be required to comply with vegetation management requirements for property within potential fire hazard areas. This would include ongoing specific vegetation management practices that would be enforced by the City and made the responsibility of the property owners and homeowners association for private open space vegetation of Lots 9-14, and the City for the Uvas Creek Park Preserve open space. Based on the proposed plans and conditions, the project would be consistent with the fire safety regulations adopted by the State and City Fire Department pursuant to Public Resources Code Sections 4290 and 4291.
 - b. Adequate fire suppression services would be available to the area based on the provision of adequate access roads and fire hydrants that would be installed to serve the project.
 - c. Ingress and egress is provided for the subdivision that meets minimum standards for 20 foot wide paved roadway, grades not exceeding 15 percent, and adequate turning radius provided for maneuverability through the development.
8. As proposed and conditioned, the project would comply with all ordinances, policies and standards in effect as of June 2017 (when the project application

was accepted as complete, as well as any standards adopted by the state for the purpose of protecting public health and safety.

SECTION II - Actions

1. The City Council hereby adopts the Mitigated Negative Declaration and the mitigation monitoring and reporting program prepared for TM 16-02 Greenfield Drive 14 Lot Residential Subdivision project.
2. The City Council hereby approves TM 16-02, subject to the conditions of approval set forth in Exhibit "A" attached hereto.

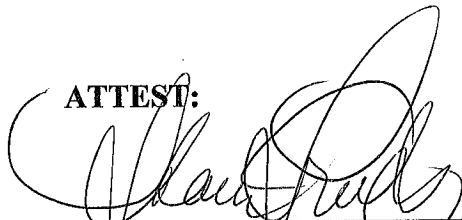
PASSED AND ADOPTED this 5th day of November, 2018, by the following roll call vote:

AYES: **COUNCILMEMBERS: BLANKLEY, BRACCO, HARNEY, LEROE-MUÑOZ, TOVAR, TUCKER and VELASCO**

NOES: **COUNCILMEMBERS: NONE**

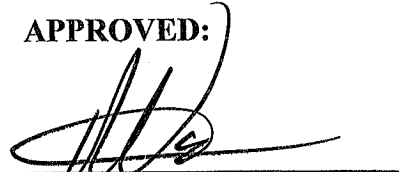
ABSENT: **COUNCILMEMBERS: NONE**

ATTEST:



Shawna Freels, City Clerk

APPROVED:



Roland Velasco, Mayor

EXHIBIT A**CONDITIONS OF APPROVAL**
TM 16-02

Note: The following abbreviations identify the City department or division responsible for determining compliance with these conditions. The first group listed has responsibility for compliance at plan check, the second confirms compliance with the condition at final inspection, prior to final occupancy or issuance of a certificate of occupancy, or as specified in the condition. If only one group is identified, they have responsibilities from initial review through compliance verification. An internal condition reference number is located at the end of each condition (e.g. G-1 or MND-S2).

RESPONSIBLE DEPARTMENTS/DIVISIONS			
BL	Building Division/Inspectors	PK	Parks/Landscape Design
CA	City Attorney	PL	Planning Division
CC	Chemical Control Agency	PW	Public Works/Engineering
FP	Fire Prevention	TR	Traffic Division
PD	Police Department	WW	Wastewater/Source Control

GENERAL PROJECT CONDITIONS

1. **Approved Plans.** Approval of Tentative Map TM16-02 is granted for approved plans stamped as "Approved on **November 5, 2018**" ("the plans") on file with the Planning Division. Build-out of the project shall conform to the plans, except as otherwise specified in these conditions. Any future adjustment or modification to the plans shall be considered by the Community Development Director or designee, may require separate discretionary approval, and shall conform to all City, State, and Federal requirements, including subsequent City Code requirements or policies adopted by City Council. (PL, G-1)
2. **Developer.** Developer means permit applicant, property owner, operator, permittee, lessee, and/or tenants using the space(s) for the intended use(s). Developer shall comply with project conditions for the life of the project. (CA, G-2)
3. **Indemnification Agreement.** Developer agrees, as a condition of permit approval, at Developer's own expense, to defend, indemnify, and hold harmless the City of Gilroy ("the City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s) or proceeding(s) brought against the City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void or annul the approval of this resolution or any condition attached thereto or any proceedings, acts or determinations taken, including actions taken under the California Environmental Quality Act of 1970, as

amended, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-3)

4. **Acceptance of Conditions.** Failure to appeal this decision in a timely manner, or commencement of any activity related to the project, in understood to clarify Developer's acceptance of all conditions and obligations imposed by this permit and waiving any challenge to the validity of the conditions and obligations stated herein. (CA, G4)
5. **Covenants and Restrictions.** Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (PL/CA, G-11)
6. **Enforcement Action.** If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject revocation or other appropriate enforcement actions pursuant to the City Code. All costs associated with any such actions shall be the responsibility of Developer, owner or tenant. (CA, G-7)
7. **Occupancy Restriction.** Prior to occupancy of residential units and/or acceptance of the subdivision tract, Developer shall complete all required offsite and onsite improvements related to the project, including structures, paving, and landscaping, unless otherwise allowed by the Community Development Director, or stated in these conditions. (BL, G-8)
8. **Expiration.** The tentative map shall have an initial expiration period of twenty-four (24) months from the approval date if the final map is not approved prior to the initial expiration date of **November 5, 2020**, subject to extensions of time that may be granted as provided pursuant to the State Subdivision Map Act. (PL, G-12)
9. **Extension Requests.** Should Developer intend to request an extension to the permit expiration date, Developer must submit to the Planning Division a written application with applicable fees prior to the expiration date. Only timely requests may be considered pursuant to the City Code. Should the project approvals expire, allocations granted for 14 residential units pursuant to Gilroy City Code Section 30.50.60 shall likewise expire. (PL, G-5)

PLANNING DIVISION STANDARD CONDITIONS

10. **Subsequent Permits.** Developer shall obtain necessary permits prior to initiating any new construction or modifications authorized under this approval, including but not limited to temporary construction trailers, temporary staging areas, model home sales offices, advertising signs of any kind, exterior and interior modifications. Developer shall pay all requisite fees in effect at the time of plan submittal and/or issuance, as applicable. (PL/BL, PL-1)

11. **Architectural and Site Review.** Architectural and Site Review shall be obtained for development of four or more residential parcels within the project, pursuant to Gilroy City Code Section 30.50.41(a)(5).
12. **Building Plan Details.** Developer plans for building permit applications for future residences shall identify all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (e.g. stucco with sand finish, plaster with smooth finish) to be used in construction, subject to review for compliance with Zoning standards. This shall include review and requirement for compliance with the site design requirements of Gilroy City Code Section 30.5.50 which specifies that new residences shall have at least 3 of the following 5 design elements to differentiate from residences on adjacent lots on the same street frontage(PL, PL-2):
 - (A) Floor plan.
 - (B) Front Elevation.
 - (C) Roof Design.
 - (D) Exterior Materials.
 - (E) Reversed floor plan.
13. **Conditions on Plan Sets.** Developer shall submit plans that include, on all sets, a reproduction of all conditions of approval of this permit, as adopted by the decision-maker. (PL, PL-3)
14. **Landscape and Lighting.** Developer shall submit combined final landscape and lighting plan improvement plans to verify location of street trees and street light standards shall not conflict with drainage plans, landscape plans, tree locations, parking spaces, or any other such land use concerns. (PL, PL-6)
15. **Habitat Conservation Permit.** Concurrent with or prior to an application for a grading permit, Developer shall apply for a Santa Clara Valley Habitat Plan permit from the City of Gilroy. The grading permit will be issued only after payment of assessed fees and approval of the Habitat Plan permit. (PL, PL-9)
16. **Habitat Conservation Fee Payment.** Prior to issuance of a grading permit, Developer shall present to the Community Development Director or designee, a receipt issued by Santa Clara County for full payment of the Santa Clara Valley Habitat Plan fees for associated with the proposed development. Such receipt shall be dated within six (6) months of the grading permit issuance date, or the fee amount may be reassessed and difference collected at the time of grading permit issuance. (PL, PL-10)
17. **Construction Noise.** To minimize potential construction-related impacts to noise, Developer shall include the following language on any grading, site work, and construction plans issued for the subject site (PL/BL, PL-11)

“During earth-moving, grading, and construction activities, Developer shall implement the following measures at the construction site:

- (A) Limit construction activity to weekdays between 7:00 a.m. and 7:00 p.m., and on Saturdays between 9:00 a.m. and 7:00 p.m. Construction noise is prohibited on Sundays and City-observed holidays;
- (B) Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction project area;
- (C) Construct sound walls or other noise reduction measures prior to developing the project site;
- (D) Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment;
- (E) Prohibit all unnecessary idling of internal combustion engines;
- (F) Utilize “quiet” models of air compressors and other stationary noise sources where technology exists; and
- (G) Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g. bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem.”

18. **Air Quality.** To minimize potential construction-related impacts to air quality, Developer shall include the following language on any grading, site work, and construction plans issued for the project site (PL/BL, PL-12):

“During earth-moving, grading, and construction activities, Developer shall implement the following basic control measures at the construction site:

- (A) All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;
- (B) All haul trucks transporting soil, sand, or other loose material onsite or offsite shall be covered;
- (C) All visible mud or dirt tracked out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
- (D) All vehicle speeds on unpaved roads or pathways shall be limited to 15 miles per hour;
- (E) All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
- (F) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points;

- (G) All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator; and
- (H) Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations."

19. **Archaeological Resources.** In the event of an accidental discovery of archaeological resources during grading or construction activities, Developer shall include the following language on any grading, site work, and construction plans issued for the project site (BL/PL, PL-13):

"If archaeological or cultural resources are discovered during earth-moving, grading, or construction activities, all work shall be halted within at least 50 meters (165 feet) of the find and the area shall be staked off immediately. The monitoring professional archaeologist, if one is onsite, shall be notified and evaluate the find. If a monitoring professional archaeologist is not onsite, the City shall be notified immediately and a qualified professional archaeologist shall be retained (at Developer's expense) to evaluate the find and report to the City. If the find is determined to be significant, appropriate mitigation measures shall be formulated by the professional archaeologist and implemented by the responsible party."

20. **Cultural Resources.** In the event of an accidental discovery or recognition of any human remains, Developer shall include the following language in all grading, site work, and construction plans (BL/PL, PL-14):

"If human remains are found during earth-moving, grading, or construction activities, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of Santa Clara County is contacted to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent (MLD) from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native

American Heritage Commission fails to provide measures acceptable to the landowner.”

21. **Equipment Screening.** Developer shall provide screening of all mechanical equipment, post indicator valves, backflow prevention devices, etc., shown on final improvement plans. All ground mounted utility appurtenances such as transformers shall not be visible from any public right-of-way and shall be adequately screened through the use or combination of low concrete or masonry walls, berms, and landscaping. (PL, PL-17)
22. Any masonry or concrete walls used for screening purposes shall comply with front and street side yard height limits and be setback from property lines or back of sidewalks at least 3-feet in order to accommodate landscaping along the exterior facing elevation. (PL-22)
23. Backflow preventers shall be painted dark green, except the fire connection which shall be painted yellow. Interior lot lines may be delineated by fencing, constructed of wood material. (PL-17)
24. The final placement and design of the equipment and screening for the items in the above conditions 23, 24 and 25, shall be to the satisfaction of the Community Development Director or designee.
25. **Homeowners Association.** Developer shall establish a Homeowners’ Association (HOA) for the development. The HOA shall be responsible for the maintenance and enforcement of parking, private streets, common landscaping, recreation and other interior areas held in common by the HOA. Such responsibilities shall be provided within the CC&Rs for the development. (PL, PL-27)
26. Prior to recordation of the Final Map, the CC&R’s shall be submitted to the City for review and approval to confirm the items required in these conditions of approval have been satisfied; subject to review by the Community Development Director, City Engineer and City Attorney.

PLANNING LANDSCAPING CONDITIONS

27. Developer shall submit a Landscape and Irrigation Plan for common areas with completed Landscape Documentation Package, including a soil analysis/management report along with appropriate application review fees, to the Community Development Department, including required documentation for compliance verification, and obtain approval of such plans. Landscaping plans shall include details for tree mitigation and include planting along the retaining wall system supporting the Lots 9-14 building pads. (PL, PL-43)

28. As part of the Landscape Plan submittal, Developer shall not include any invasive plant species, such as those listed by the California Invasive Plant Council. (PL, PL-44)
29. As part of the Landscape Plan submittal, Developer shall clarify a minimum three (3) inch layer of mulch to be applied on all exposed soil surfaces, as required by the State MWEL. (PL, PL-45)
30. With the final landscape plan submittal, Developer shall (as part of the irrigation system) include sensors that suspend or alter irrigation operation during unfavorable weather conditions (e.g. automatic rain shut-off devices). (PL, PL-42)
31. Prior to occupancy or and/or final tract acceptance, Developer shall submit a signed Certificate of Completion, along with all necessary supporting documentation and payment to the Community Development Department, for compliance verification of the landscape installation. Developer shall complete installation of all landscaping and irrigation in accordance with the approved plans. (PL-47, PL-48)
32. Developer is required under MWEL to provide a copy of the approved Certificate of Completion to the property owner or his or her designee. Prior to completion of each build-out phase of development, Developer shall provide the Community Development Director or designee a summary of each lot in that phase and timing of compliance with this requirement. (PL, PL-49)
33. For the life of the project, Developer and/or HOA shall maintain common landscaping and irrigation improvements in accordance with the approved plans, except as otherwise permitted or required by law. Significant changes to the number, placement, and selection of plant species may require a modification to this approval, to be determined by the Community Development Director or designee. (PL, PL-50)

PLANNING DIVISION SPECIAL CONDITIONS

34. **Off-site improvements.** Developer shall comply with the requirements of the Engineering Division for all off-site right of way improvements, which includes acquiring the right of way access to connect Greenfield Drive with the project roadway.
35. **Public/Private Roadway Demarcation.** The improvement plans shall provide a distinctive pavement treatment to demarcate the transition from public to private roadway, to the satisfaction of the Planning Manager and City Engineer.
36. The Building Envelopes that are shown on the tentative map shall not be required.
37. **Private Open Space Restrictions for Lots 9 thru 14.** The area extending from the top of the uppermost retaining wall to the rear and side property lines of Lot 9

through Lot 14, which back up to the Uvas Creek preserve, shall be restricted as follows: No structures, ornamental landscaping, private garden areas, accessory structures, grading, decks, pools, or hardscape improvements shall be permitted within the private open areas. The private open space shall be maintained with approved native or compatible landscaping, and open view fencing only, which is complementary and compatible with the adjacent public open space vegetation. Any modification shall be subject to review and approval of the Community Development Director or designee for compliance with these conditions and Gilroy City Code.

38. **Private Open Space View Fencing Requirement for Lots 9 thru 14).** The Developer shall install open view fencing along the rear of building envelopes (on top of the uppermost retaining wall) and along the perimeter of the private open space areas of Lots 9 through Lot 14. The open view fencing details shall be submitted for review and approval by the Planning Division with grading permits or improvement plans. Fencing shall be installed prior to occupancy of residences on these lots. The open view fencing restrictions shall be included in the project CC&R's. Any modification to this requirement shall be subject to review and approval by the Community Development Director or designee and the Public Works Director for compliance with these conditions and Gilroy City Code.
39. **Public Access Easement.** Public access easements shall be granted for sidewalks and roadways through the development.
40. **Common Improvements.** Developer shall complete all required common landscaping, street trees, lighting and tree mitigation. A phasing schedule may be submitted for approval by the Planning Manager prior to issuance of grading permits. All improvements must be completed prior to acceptance of the Tract map.
41. **Common Retaining Wall Design.** Should the retaining wall be used, plans shall indicate a minimum grade separation of five feet (5') that shall be maintained between the two maximum five-foot (5') tall retaining walls that are proposed to support the fill and building envelopes of lots 9 through 14. This area shall be planted with landscaping designed to prevent climbing and soften the appearance of the wall. Similar landscaping shall be included along the base of the wall.
42. **Processing Fees.** Outstanding application processing fees in the amount of \$9,796.81 shall be paid, consistent with the application reimbursement agreement. Any outstanding fees must be received prior to recordation of the Final Map.

PLANNING DIVISION ENVIRONMENTAL CONDITIONS

The following mitigation measures shall be incorporated as conditions of approval, consistent with the Mitigation Monitoring and Reporting Program prepared and adopted for the project.

43. **(MM AIR-1.1)** The project shall develop a plan demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average of at least 30 percent reduction in DPM exhaust emissions or greater. One feasible plan to achieve this reduction would include the following:
 - (A) All mobile diesel-powered off-road equipment larger than 25 horsepower and operating on the site for more than two days shall meet, at a minimum, U.S. EPA particulate matter emissions standards for Tier 2 engines or equivalent.
 - (B) Generator used to provide power shall meet, at a minimum, U.S. EPA particulate matter emissions standards for Tier 4 engines or equivalent. Or their usage shall be limited to 100 hours total.
44. **(MM BIO-1.1)** Pre-construction nesting bird surveys shall be completed prior to the start of construction activities, if construction activities are proposed to commence during the nesting season (February 1 to August 31) in order to avoid impacts to nesting birds. These surveys shall be completed by a qualified biologist no more than 14 days before construction begins during the early part of the breeding season (February 1 through April 30) and no more than 30 days before construction begins during the latter part of the breeding season (May 1 through August 31). During this survey, the biologist or ornithologist shall observe if any nesting birds are within the project area.
45. **(MM BIO-1.2)** If an active nest is found in an area that will be disturbed by construction, the ornithologist shall designate an adequate buffer zone to be established around the nest, in consultation with the California Department of Fish and Wildlife. The buffer would ensure that nests shall not be disturbed during project construction.
46. **(MM BIO-1.3)** The applicant shall submit a report indicating the results of the pre-construction survey and any designated buffer zones to the satisfaction of the Director of Planning, prior to the issuance of a demolition permit.
47. **(MM BIO-2.1)** Bat Pre-activity Survey. Prior to any removal of trees 12 inches or greater in diameter at 4.5 feet above grade, a pre-activity survey for roosting bats will be conducted within the impact area. The survey will be conducted by a qualified bat biologist. No activities that would result in disturbance of active bat roosts will proceed prior to the completed survey. If no active roosts or maternity colonies are found, then no further action is warranted. If a large maternity colony or bat roost is presented, MM BIO-3.2 or 3.3 shall be implemented.
48. **(MM BIO-2.2)** Avoidance. In order to avoid impacts, if an occupied bat roost is found in a tree that would be disturbed or removed by proposed activities, the Project may be redesigned to avoid the disturbance of the tree. If the roost is unoccupied at the time of the survey, the City may choose to install bat exclusion devices to prevent bats from taking up occupancy of the structure prior to the onset

of the proposed activity. If avoidance is not feasible, MM BIO-3.3 shall be implemented.

49. **(MM BIO-2.3) Exclude Bats Prior to Disturbance.** If disturbance of an active non-breeding pallid bat roost cannot be avoided, the individuals will be safely evicted between August 1 and October 15th or between February 15 and March 15. Bats may be evicted through exclusion after notifying the California Department of Fish and Wildlife. Trees with roosts that need to be removed will first be disturbed at dusk, just prior to removal that evening, to allow bats to escape the darker hours.
50. **(MM BIO-3.1) Woodrat Pre-Construction Surveys.** Pre-construction surveys for woodrat nests shall be conducted within the impact footprint by a qualified mammalogist prior to the start of work. The surveys shall be conducted between March 1st and October 31st, when woodrats are more active, and shall be conducted no more than 30 days prior to the start of work. Woodrat nests detected during the survey shall be mapped and one or more of the following measures shall be implemented:
 - (A) Disturbance-free Woodrat Buffers. Dusky-footed woodrats are year-round residents. Therefore, avoidance mitigation is limited to redesigning the project to avoid direct impacts on woodrat nests to the extent feasible. Ideally, a minimum 10-foot buffer should be maintained between project construction activities and each nest to avoid disturbance. In some situations, a smaller buffer may be allowed if in the opinion of a qualified biologist, removing the nest would be a greater impact than the anticipated as a result of Project activities.
 - (B) Relocation of Woodrat Nest Materials. If active woodrat nests are found within the Project boundary and avoidance is not feasible, then the woodrats shall be evicted from their nests prior to the removal of the nests and onset of ground-disturbing activities to avoid injury or mortality of the woodrats. A qualified biologist shall disturb the woodrat nest such that all woodrats would seek refuge outside of the Project activity area. Subsequently, the nest sticks shall be removed from the site, if feasible, these materials would be piled at the base of a nearby tree or shrub. The spacing between relocated nests shall not be less than 100 feet, unless a qualified biologist has determined that the habitat can support higher densities of nests.
51. **(MM BIO-4.1) Prior to issuance of a grading permit,** the applicant shall submit a final tree replacement plan to mitigate for proposed tree removals consistent with Gilroy City Code Article XXXVIII (Landscaping) and Consolidated Landscape Policy. The final plan shall identify the species, size, numbers, and locations for the replacement trees. The tree replacement program will be subject to review and approval by the Planning Manager and shall be implemented with construction of the subdivision improvements..

52. **(MM BIO-4.2)** The project would also be required to implement tree preservation measures before and during project construction for significant trees to be retained (which as revised by the applicant shall include preservation of trees 46, 49, 52, 53, 54, 56, 70, 74, 75, 76, 77, 79 and 80 as shown on Table 3 Trees Recommended for Removal of the Preliminary Arborist Report). These measures shall be included on all plans. Tree protection measures include the following Tree Preservation Guidelines as established in the arborist report prepared for the project environmental analysis:

Design Recommendations.

- (A) The trees identified for preservation shall be established and plotted on all plans (including but not limited to demolition, improvement, utility, drainage, grading, landscape and irrigation plans), subject to review and comment by the Consulting Arborist.
- (B) Changes to plans shall be subject to review and comment by the Consulting Arborist with regard to tree impacts.
- (C) A Tree Protection Zone (TPZ) shall be established around each tree to be preserved. Specific TPZ zones are specifically required for the following trees located within the area of development:

Tree No.	TPZ
#8	5' North. Dripline in all other directions.
#19	5' North and West. Dripline in all other directions.
#31	5' South. Dripline in all other directions.
#36, 37, 38	10' West. Dripline in all other directions.

- (D) TPZ's for trees not listed above shall be established at the dripline or a 10-foot radius, whichever is greater.
- (E) Underground services and utilities, including subdrains, water and sewer, shall be routed around the TPZ. Where encroachment cannot be avoided, special construction techniques such as hand digging or tunneling under roots shall be employed where necessary to minimize root injury.
- (F) All temporary access roads and staging for materials, equipment, etc., shall remain outside of TPZ's.
- (G) Herbicides must be safe for use around trees and labeled for that use.
- (H) Irrigation systems must be designed so that no trenching will occur within the TPZ.

Pre-construction Treatments

- (I) Per the City's Consolidated Landscape Policy, policies 6.2 and 6.3, the developer shall hire a certified consulting arborist for the entire span of the

project. All arborist recommendations shall be drafted on the final construction, grading, or landscape plans.

- (J) The consulting arborist shall sign the final landscape plans authorizing this plan is consistent with the recommendations made in the arborist report.
- (K) The construction superintendent shall meet with the Consulting Arborist before beginning work to discuss work procedures and tree protection.
- (L) Fence all trees to be retained to completely enclose the Tree Protection Zone prior to demolition, grubbing or grading. Fences shall be 6' high chain link, mounted to steel posts firmly driven into the ground or on stanchions fastened securely with rebar staples 12" deep, as required by the City. Fences are to remain until all grading and construction is completed.
- (M) Trees recommended for preservation may require clearance pruning for construction. All pruning shall be completed by a Certified Arborist or Tree Worker and adhere to the latest edition of the ANSI Z133 and A300 standards as well as the Best Management Practices -- Tree Pruning published by the International Society of Arboriculture.
- (N) Structures and underground features to be removed within the Tree Protection Zone shall use the smallest equipment, and operate from outside the Tree Protection Zone. The consultant shall be on-site during all operations within the Tree Protection Zone to monitor demolition activity.
- (O) Apply and maintain 4-6" wood chip mulch within the Tree Protection Zone.
- (P) All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. To the extent feasible tree pruning and removal should be scheduled outside of the breeding season. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.

During Construction

- (Q) Prior to beginning work, all contractors working in the vicinity of trees to be preserved are required to meet with the Consulting Arborist at the site to review all work procedures, access routes, storage areas and tree protection measures.
- (R) No grading, construction, demolition or other work shall occur within the Tree Protection Zone. Any modifications must be approved and monitored by the Consulting Arborist.
- (S) Any excavation within the dripline or other work that is expected to encounter tree roots should be approved and monitored by the Consulting Arborist. Roots shall be cut by manually digging a trench and cutting exposed roots with a sharp saw. The Consulting Arborist will identify

where root pruning is required.

- (T) If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied.
- (U) Any roots damaged during grading or construction shall be exposed to sound tissue and cut cleanly with a saw.
- (V) Fences have been erected to protect trees to be preserved. Fences define a specific Tree Protection Zone (TPZ) for each tree or group of trees. Fences are to remain until all site work has been completed. Fences may not be relocated or removed without permission of the Consultant.
- (W) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
- (X) Prior to grading, pad preparation and excavation work trenching may require root pruning outside of the TPZ. The Consulting Arborist shall identify where root pruning is required prior to the start of work. Roots shall be cleanly cut to the depth of the excavation. Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, with a vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment.
- (Y) No materials, chemicals, debris or equipment shall be dumped or stored within the TPZ.
- (Z) Any tree pruning required for clearance during construction must be performed by a Certified Arborist.

Post Construction

- (AA) Trees preserved and replacement trees shall be monitored following construction of site improvements to assure the health of trees post construction. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required.

ENGINEERING DIVISION CONDITIONS

GENERAL

- 53. All improvements shall be designed and constructed in accordance with the City of Gilroy Municipal Code and Standard Specifications and Details, and is subject to all laws of the City of Gilroy by reference. Street improvements and the design of all off-site storm drainage facilities, sewer and water lines, and all street sections shall be in accordance with City Standards and shall follow the most current City Master Plan for streets, as approved by the City of Gilroy's Public Works Director/City Engineer.
- 54. Until such time as the Improvements are accepted by City, Developer shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed.

55. Applicant shall obtain all applicable permits from federal, state, and local agencies as required to construct the proposed improvements. A copy of these permits will be provided prior to building permits.
56. Applicant shall obtain will serve and review letter from Recology confirming serviceability and site accessibility of solid waste pickup. Contact Steven Lucchetti, Operations Manager 408-842-3358.
57. All existing public utilities shall be protected in place and if necessary relocated as approved by the City Engineer. No permanent structure is permitted within City easements without the approval of the City of Gilroy.
58. Prior to building permit issuance, developer shall dedicate necessary easements for the project development, including but not limited to 16-foot Public Service easement along all the project proposed and future street frontages. The private streets shall be designated as a Public Utility Easement (PUE), Water Line Easement (WLE), and Emergency Vehicle Access Easement (EVAE).
59. Prior to the Final Map recordation applicant shall successfully obtain and record necessary ingress/egress and public utility easement from adjacent property owner, APN 808-19-020, for the extension of the Greenfield Drive to serve the proposed development.
60. Improvement plan shall include all approved Conditions of Approval (COA) and approved mitigation measures for the project on the 2nd sheet of the improvement plan set.
61. Improvement plan set submittal shall include civil, landscape, electrical and joint trench plan.
62. Public Improvement Plan title sheet shall include a table identifying ownership and maintenance responsibilities for all existing and proposed improvements, including but not limited to, streets, water, sewer, storm, street lights, landscaping and stormwater treatment areas.

FEES

63. The project is subject to the City's Street Tree, Storm, Sewer, Water, Traffic, and Public Facilities Development Impact Fees. Payment of Street Tree and Storm Development Impact Fees is required at first building permit issuance. Sewer, Water, Traffic, and Public Facilities Development Impact Fees are due prior to building occupancy.
64. At improvement plan submittal, Developer shall submit a \$25,000 (Twenty Five Thousand) initial deposit for plan check and processing. This deposit will be credited/accounted for toward final plan check and inspection fee.
65. Prior to plan approval, developer shall submit a detailed project cost estimate with appropriate contingency, subject to City Engineer approval.

66. Prior to final plan approval, Developer shall pay 100% of the plan check and inspection fees and other related fees that the property is subject to, enter into a property improvement agreement, and provide payment and performance bonds.

GRADING & DRAINAGE

67. Prior to final map approval, the developer shall submit a grading plan and a drainage study prepared by a registered Civil Engineer. The drainage study shall analyze the existing and ultimate conditions and facilities, and the study shall include all off-site tributary areas. The study and the design shall be in compliance with the City's Stormwater Management Guidance Manual (latest edition). Existing offsite drainage patterns, i.e., tributary areas, drainage amount and velocity shall not be altered by the development. The developer shall satisfy the conclusions and recommendations of the approved drainage study and storm water management plan.
68. All grading activity shall address National Pollutant Discharge Elimination System (NPDES) requirements. If all or part of the construction occurs during the rainy season, the developer shall submit an Erosion Control Plan to the Public Works Director for review and approval. This plan shall incorporate erosion control devices and other techniques in accordance with Municipal Code § 27C to minimize erosion. The developer shall have a QSP on site as necessary to ensure implementation and maintenance of all erosion control measures. Specific measures to control sediment runoff, construction pollution and other potential construction contamination shall be addressed through the Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall supplement the Erosion Control Plan and project improvement plans. These documents shall also be kept on-site while the project is under construction. A Notice of Intent (NOI) shall be filed with the State Water Resources Control Board, with a copy provided to the Engineering Division before a grading permit will be issued. WDID# shall be provided prior to the commencement of work.
69. All grading operations and soil compaction activities shall be per the approved project's geotechnical report that was prepared for the design of the project and shall be subject to the approval of the Public Works Director. Site preparation and cut/fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy for each phase of construction, stating that all site preparation and cut/fill construction were performed in conformance with the requirements of the project's geotechnical report. This shall be subject to review and approval by the Engineering Division. The developer shall add this condition to the general notes on the grading plan.
70. Prior to building permit issuance, the applicant's soils engineer shall review the final grading and drainage plans to ensure that designs for foundations, retaining walls, site grading, and site drainage are in accordance with their recommendations.

The applicant's soils engineer's approval shall then be conveyed to the City either by letter or by signing the plans.

TRANSPORTATION

71. Any work in the public right-of-way shall require a traffic control plan prepared by a licensed professional engineer with experience in preparing such plans. Traffic Control Plan shall be prepared in accordance with the requirements of the latest edition of the California Manual on Uniform Traffic Control Devices. The Traffic Control Plan shall be approved prior to the commencement of any work within the public right of way.
72. At first plan submittal developer shall model all Emergency Vehicle circulation movements, as separate plan sheet. The circulation plan shall be prepared to the city Engineer's satisfaction, and modeled with AutoTurn Swept analysis software, all turning and street circulation movements.
73. At first plan submittal developer shall model all Solid Waste Vehicle circulation movements, as separate plan sheet. The circulation plan shall be prepared to the city Engineer's satisfaction, and modeled with AutoTurn Swept analysis software, all turning and street circulation movements.
74. Developer shall submit final photometric plans as part of Improvement plans for review and approval.
75. Developer shall install all joint trench to have (4) dedicated 1^{1/2"} SCH 80 PVC conduit for City Fiber Optic need in a quad duct arrangement along public Collector and Arterial streets. Quad duct shall be per City STD EL-11.
76. Developer shall design driveway grades to keep a standard design vehicle from dragging or "bottoming out" on the street or driveway and to keep water collected in the street from flowing onto the lots. The details of such design shall be provided at improvement plan phase and shall be to the satisfaction of the City Transportation Engineer.
77. The developer shall not obstruct the noted sight distance areas. Overall cumulative height of the grading, landscaping & signs as determined by sight distance shall not exceed 2 feet when measured from street elevation.
78. Project shall connect to the existing 12-foot Class-1 Bike Path (trail) at the easterly boundary of the project by lot 14.

FINAL MAP

79. The Final Tract Map shall be presented to the City Council for review and action. The City Council meeting will be scheduled approximately fifty (50) days after the Final Map is deemed technically correct, and Subdivision Improvement Plans with supporting documents, reports and agreements are approved by the City. Executed Final Map shall be returned to the City Public Works Department if Final Map has

not been filed in the County Recorder's Office within ninety (90) days from the date of City Council's approval.

80. The tentative map and all final maps shall designate all common lots and easements as lettered lots or lettered easements. The Final map should be clear on the limits of Public vs. Private (HOA) responsibilities. The Final map should also be clear of the HOA vs. Homeowners responsibilities.
81. Prior to final map approval, the developer shall establish a homeowner association. The homeowner association shall be responsible for the maintenance of the landscaping, walls, private streetlights, private utilities, private streets, and common areas, and shall have assessment power. **HOA shall be responsible maintenance of the Storm Water Control treatment areas and the CC&R's** shall describe how the stormwater BMPs associated with privately owned improvements and landscaping shall be maintained by the association. This information shall be clearly included in the Conditions, Covenants, and Restrictions (CC&R) and recorded documents. The CC&R document shall be submitted for review and approval by the City Engineer.
82. **Uvas Creek Parcel A.** Prior to or concurrent with final map approval, Developer shall dedicate Parcel A for the use of the public. Developer shall complete all improvements, including but not limited to the proposed Bicycle Trail and its extension to the adjacent properties. Property Homeowner's Association shall take full responsibility for management and maintenance of the proposed improvements within Parcel A. Seasonal vegetation management shall be scheduled to occur at the end of the rainy season and consistent with the annual weed abatement resolution. The HOA shall implement any vegetation management within Parcel A and Fuel Transition Zones at the beginning of weed abatement season. This language shall be included in the HOA conditions, covenants and restrictions.
83. The bicycle trail alignment within Parcel A shall avoid identified wetland areas.
84. The City shall in good faith support efforts by Developer to facilitate dedication of the open space parcel to a suitable non-City public agency as a means of ensuring long term preservation and management of the open space parcel. This shall be without cost or liability to the City. In the absence of such dedication, the Home Owners Association shall have the responsibility for the long-term preservation and management of such area.

PUBLIC IMPROVEMENTS

85. Prior to building permit issuance, developer shall execute a public improvement agreement and post Payment and Performance bonds each for 100% of cost for improvement with the City that shall secure the construction of the public improvements. Insurance shall be provided per the terms of the agreement.
86. The developer shall repair or replace all existing improvements not designated for removal that are damaged or removed because of developer's operations.

Developer shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.

87. The developer shall obtain all local and state permits necessary for all project onsite and offsite construction.
88. Prior to any work within public right of way or City easement, the developer shall obtain an encroachment permit from the City.

WATER QUALITY

89. Proposed development shall comply with state mandated regional permits for both pre-construction and post-construction storm water quality requirements per chapter 27D of the Gilroy Municipal Code, and is subject to, but not limited to, the following:
 - a. At grading permit phase, submit a final design Stormwater Management Plan and final signed Performance Requirement Certifications specified in the City of Gilroy Stormwater Management Guidance Manual (latest edition).
 - b. At improvement plan phase, confirm that the bioretention basin locations shown on the Stormwater Control Plan match with the locations shown on the Landscape Plans.
 - c. Prior to building permit issuance, the Developer of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City.
 - i. The City shall record this agreement against the property or properties involved and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.
 - ii. This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
 - iii. This Agreement shall also provide that in the event that maintenance or repair is neglected, or the storm water management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
 - iv. All on-site storm water management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s) or other legal entity approved by the City.

- v. Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
 - vi. The property owner(s) shall develop a maintenance schedule for the life of any storm water management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.
 - d. Stormwater BMP Inspections will be required for this project and shall adhere to the following:
 - i. The property owner(s) shall be responsible for having all storm water management facilities inspected for condition and function by a knowledgeable third party.
 - ii. Unless otherwise required by the City Engineer or designee, storm water facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:
 1. Site address;
 2. Date and time of inspection;
 3. Name of the person conducting the inspection;
 4. List of storm water facilities inspected;
 5. Condition of each storm water facility inspected;
 6. Description of any needed maintenance or repairs; and
 7. As applicable, the need for site re-inspection.
 - e. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.
 - f. Before commencing any grading or construction activities, the developer shall obtain a National Pollutant Discharge Elimination System (NPDES) permit and provide evidence of filing of a Notice of Intent (NOI) with the State Water Resources Control Board.
90. The developer is responsible for ensuring that all contractors are aware of all storm water quality measures and implement such measures. Failure to comply with the

approved construction BMPs will result in the issuance of correction notices, citations or a project stop order.

UTILITIES

91. All service to the development shall be an "underground service" designed and installed in accordance with the Pacific Gas and Electric Company, AT&T (phone) Company and local cable company regulations. Transformers and switch gear cabinets shall be placed underground unless otherwise approved by the Planning Director and the City Engineer. Underground utility plans must be submitted prior to installation.
92. Improvement plans are required for all on-site and off-site improvements. The following items will need to be completed prior to first building permit submittal:
 - a) The Developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television, and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. Show preferred and alternative locations for all utility vaults and boxes if project has not obtained PG&E approval. A licensed Civil or Electrical Engineer shall sign the composite drawings and/or utility improvement plans. (All dry utilities shall be placed underground).
 - b) The Developer shall negotiate right-of-way with Pacific Gas and Electric and other utilities subject to the review and approval by the Engineering Division and the utility companies.
 - c) Will Serve Letter" from each utility company for the subdivision shall be supplied to the City.
93. A note shall be placed on the joint trench composite plans which states that the plan agrees with City Codes and Standards and that no underground utility conflict exists. The Joint trench consultant shall provide the City a separate "project utility composite plan" showing all Civil, Landscape, electrical, and joint trench information to confirm that there are no conflicts with joint trench plan utilities. Joint Trench Shall not be conceptual.
94. Storm and sewer lines in private areas shall be privately owned and maintained by the HOA.
95. Prior to any construction of the dry utilities in the field, the following will need to be supplied to the City:
 - a) A professional engineer- original electrical plan.

- b) A letter from the design Electrical or Civil Engineer that states the electrical plan conforms to City codes and Standards, and to the approved subdivision improvement plans.
- 96. Sanitary sewer laterals and/or water meters located in driveways shall have traffic rated boxes and lids.
- 97. The Developer/Contractor shall make accessible any or all City utilities as directed by the Public Works Director.
- 98. All mainline storm drain piping shall have a minimum diameter of 18 inches and the lateral connections shall have a minimum diameter of 15 inches.

WATER CONSERVATION

- 99. Landscape design shall comply with the State Water Efficient Landscape requirements. Prior to building permit issuance complete landscape documentation package shall be submitted along with landscape plan for review and approval of the City Engineer; and prior to final/occupancy permit issuance, project Landscape Architect shall certify compliance with the State requirements and submit a Certificate of Completion by the owner.
- 100. The project shall fully comply with the measures required by the City's Water Supply Shortage Regulations Ordinance (Gilroy City Code, Chapter 27, Article VI), and subsequent amendments to meet the requirements imposed by the State of California's Water Board. This ordinance established permanent voluntary water saving measures and temporary conservation standards.
- 101. Recycled water shall be used for construction water, where available, as determined by the Public Works Director. Recycled water shall be billed at the municipal industrial rate based on the current Santa Clara Valley Water District's municipal industrial rate.

WATER

- 102. The proposed 8" DIP water main within the proposed subdivision shall be connected to the existing water main line on Riverview Circle to provide a looping water system with two points of connection.
- 103. All construction water from fire hydrants shall be metered and billed at the current hydrant meter rate.
- 104. Where recycled water is not available, as determined by the Public Works Director, potable water shall be used. All City potable water will be billed based on the City's comprehensive fee schedule under the Portable Fire hydrant meter rate.
- 105. The Developer shall perform field verification testing of the water system and will modify any part of the systems that does not perform to the standards established by the City.

CONSTRUCTION BMP

106. It is the responsibility of the contractor to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris shall not be washed into the City's storm drains.
107. Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the City, or a minimum of three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur. Streets will be cleaned by street sweepers or by hand as often as deemed necessary by the Public Works Director, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Public Works Director. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed 25 MPH. All trucks hauling soil, sand, or other loose debris shall be covered.

CONSTRUCTION

108. If the project has excess fill or cut that will be off-hauled to a site or on-hauled from a site within the city limits of Gilroy, an additional permit is required. This statement must be added as a general note to the Grading and Drainage Plan.
109. The minimum soils sampling and testing frequency shall conform to Chapter 8 of the Caltrans Construction Manual. The subdivider shall require the soils engineer to daily submit all testing and sampling and reports to the City Engineer.
110. Prior to Final Map approval, the Developer/Applicant shall submit a proposed construction phasing and schedule for approval by the City Engineer. Schedule format shall be Microsoft Project, and shall identify the scheduled critical path for the installation of improvements. The schedule shall be updated weekly.
111. At least one week prior to commencement of work, the Developer shall post at the site and mail to the Engineering Division and to owners of property within (300') three hundred feet of the exterior boundary of the project site a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.

112. Prior to final inspections, all pertinent conditions of approval and all improvements shall be completed to the satisfaction of the Planning Director and City Engineer.
113. All work shown on the improvement plans shall be inspected. Uninspected work shall be removed as deemed appropriate by the Public Works Director.
114. All public improvements, including the complete installation of all improvements relative to streets, fencing, sanitary sewer, storm drainage, water system, underground utilities, etc., shall be completed and attested to by the City Engineer before approval of occupancy of any unit. Where facilities of other agencies are involved, such installation shall be verified as having been completed and accepted by those agencies.
115. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays, Saturday 9:00 a.m. to 7:00 p.m. for general construction activity. No work shall be done on Sundays and City Holidays. The Public Works Director may apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.
116. The City shall be notified at least two (2) working days prior to the start of any construction work and at that time the contractor shall provide a project schedule and a 24-hour emergency telephone number list.

CONSTRUCTION PARKING

117. No vehicle having a manufacturer's rated gross vehicle weight exceeding ten thousand (10,000) pounds shall be allowed to park on the portion of a street which abuts property in a residential zone without prior approval from the Public Works Director (§ 15.40.070).

MONUMENTS

118. All monuments shall be set per the recorded final map. A certificate letter by the Surveyor or Engineer will be provided to the City Engineer prior to project acceptance.

ACCEPTANCE

119. Certification of grades and compaction is required prior to Building Permit final. This statement must be added as a general note to the Grading and Drainage Plan.
120. Until such time as all improvements required are fully completed and accepted by City, Developer will be responsible for the care maintenance of and any damage to such improvements. City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements required for this project prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by the Developer.

121. The developer shall submit as-built plans for civil, landscape, electrical, joint trench.
122. The developer shall submit AutoCAD files each consultant's composite basemap linework showing all public and private improvements and utility layouts. Utility layers shall be clearly labeled to identify private and public status and separate pen color designated.

FIRE DEPARTMENT CONDITIONS

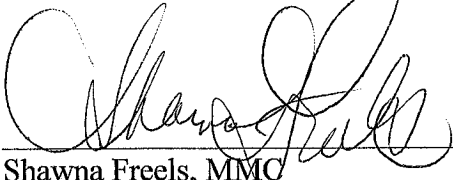
123. TM 16-02 Conditions shall be included on off-site improvement plans as "Fire Department Notes." Prior to street completion, the Fire Marshal shall be contacted and a fire clearance for off-site improvements be scheduled. No building permits will be issued without a Fire –Off-Site Improvement Inspection and Fire Flow Test administered by the Fire Marshal.
124. Open Spaces, including parcel A (between residential lots and the trail) and parcel C, shall have vegetation management to remove dead plants and debris, and to remove, disc or mow weeds during weed abatement season from April to November of each year. Trees in this area shall be limbed up 6' off the ground. In HOA managed areas the HOA shall be responsible. For privately owned property it shall be performed by the property owner.
125. Fire Hydrants shall be able to flow 1500 gpm with a 20 psi residual pressure shall be spaced every 300 ft., and within 150 ft. of any building. Blue reflectors shall be adhered to the road surface in front of each hydrant. Improvement plan shall provide Fire Hydrants per the City Standard. Hydrants shall be installed prior to commencement of construction with combustible materials. A hydrant flow test shall be performed by Fire Marshal prior to possession by the water department.
126. All homes shall be provided with water laterals and meters sized to allow for a residential NFPA 13d fire sprinkler system. Off-site improvement plan shall provide all homes shall be provided with 1.5 inch water laterals and 1" meters sized to allow for a residential NFPA 13d fire sprinkler system. Plot plans for tract homes shall specify that the house is to be provided with fire sprinklers.
127. Roadways shall provide a minimum 20 feet of unobstructed travel. Vertical clearance of not less than 13.5 ft. shall be provided. Turning radius shall not be less than 32' inside and 40' outside. Parking restrictions as follows: For road widths less than 28 ft., no parking on either side, road width less than 36 ft., no parking on one side, road width at or over 36 ft., parking not restricted.
128. Where parking is restricted, it shall be posted with signs for No Parking-Fire Lane and curbs shall be painted red. Include details in Off-Site improvement plans.
129. Final Map shall include a paragraph that reads: "Red curbing and signage shall be maintained by the Home Owners Association. A parking enforcement shall be

implemented by the Homeowners Association and lots A and C subject to vegetation management by the HOA.”

130. All individual lots (lots 1, 2, 9 – 14) that border open space must have non-combustible perimeter fences, as well as maintain a minimum 30 foot vegetation zone within their respective lots.
131. The homeowners association will be responsible for vegetation management for parcels A, B, and C.

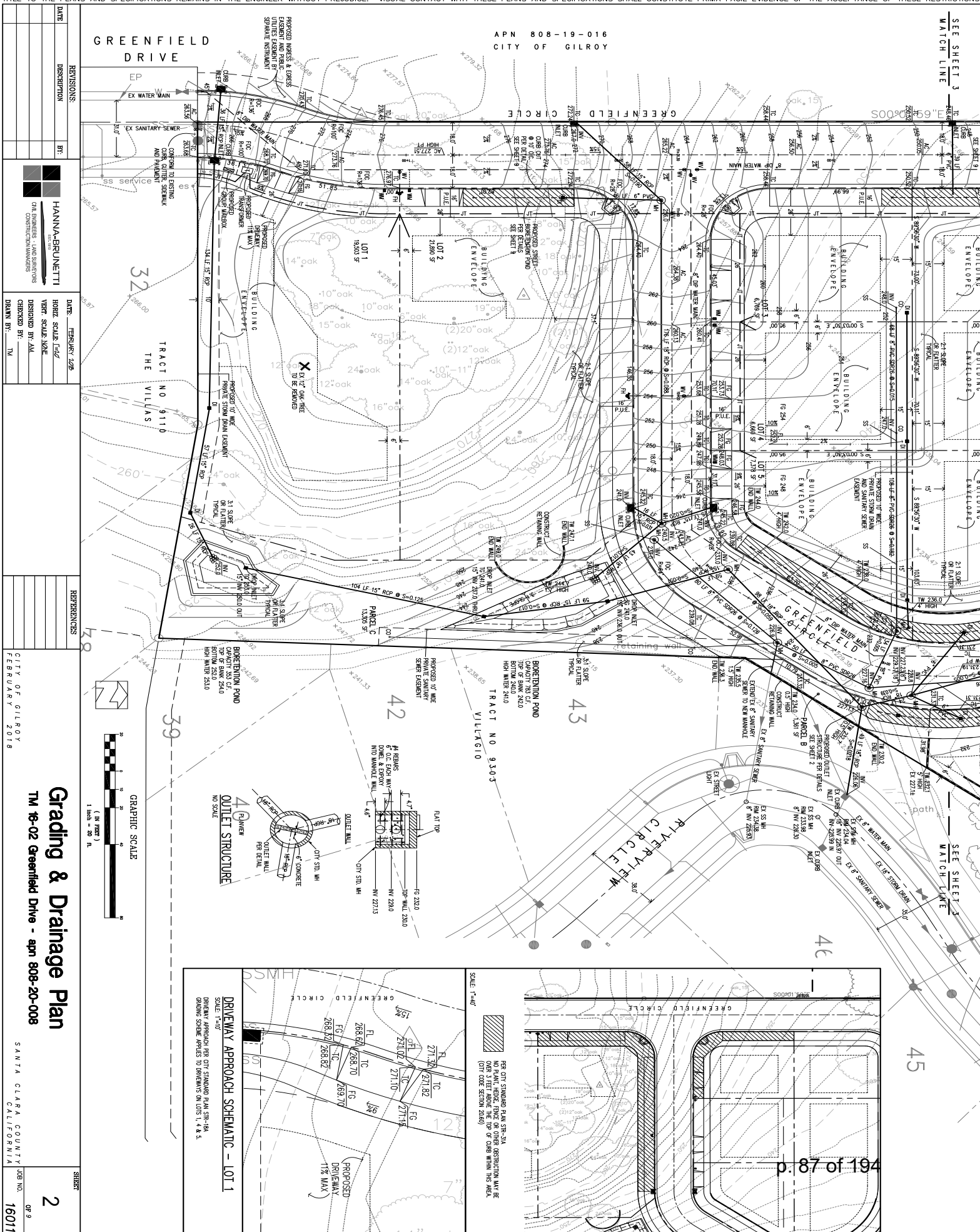
I, SHAWNA FREELS, City Clerk of the City of Gilroy, do hereby certify that the attached Resolution No. 2018-44 is an original resolution, or true and correct copy of a city Resolution, duly adopted by the Council of the City of Gilroy at a regular meeting of said Council held on the 5th day of November, 2018, at which meeting a quorum was present.

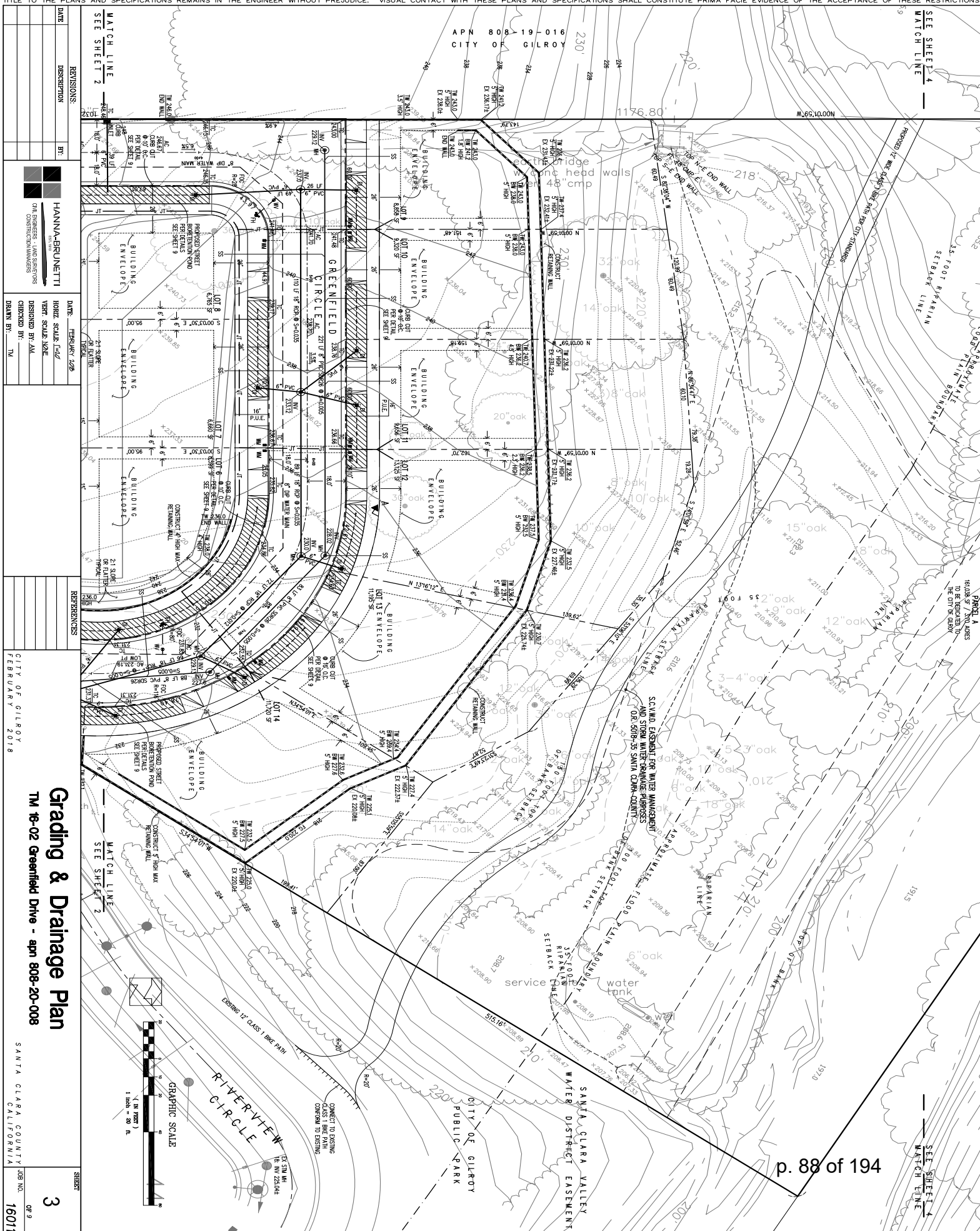
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy this 6th day of November, 2018.

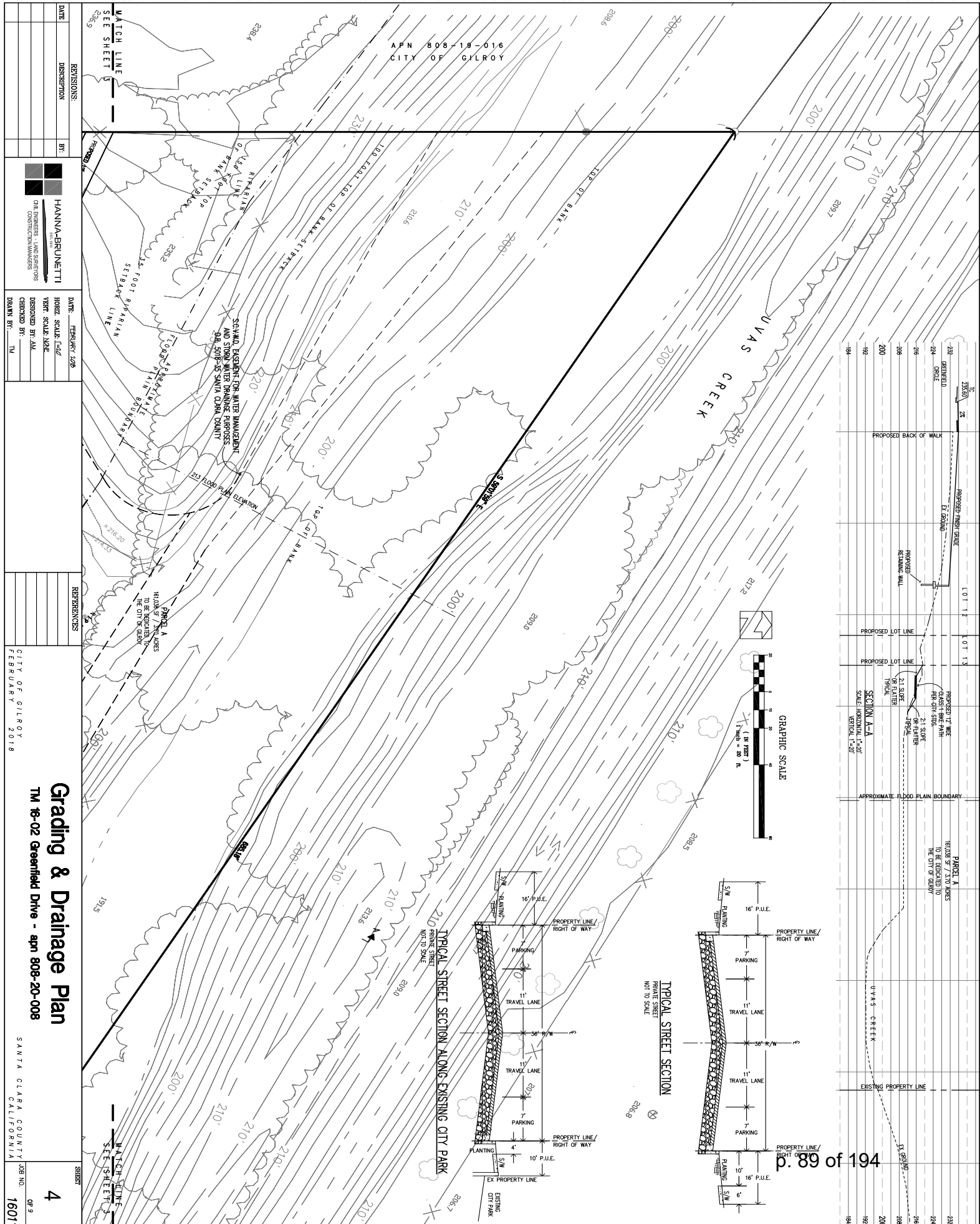
A handwritten signature in cursive script, appearing to read "Shawna Freels", is written over a horizontal line.

Shawna Freels, MMC
City Clerk of the City of Gilroy

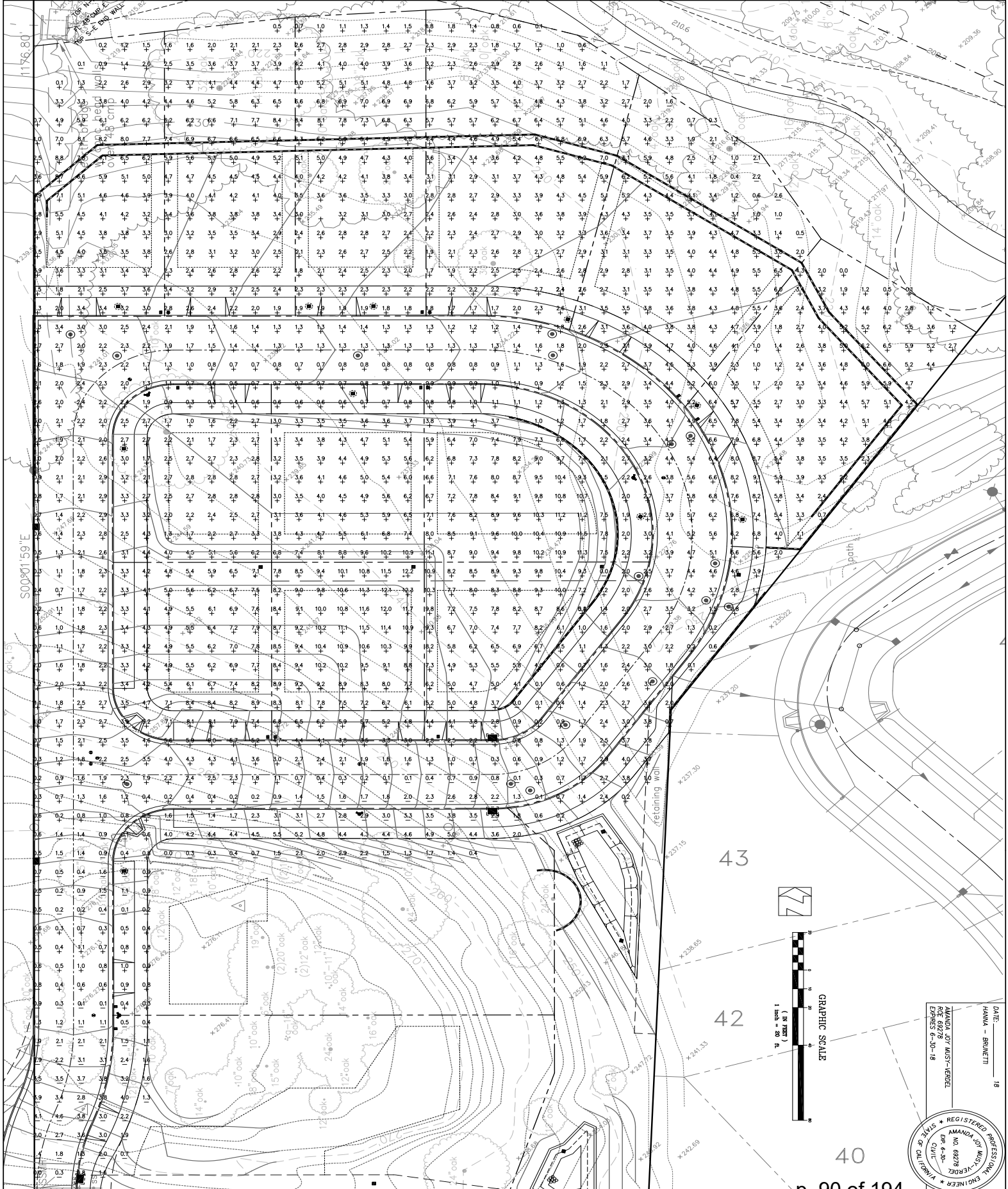
(Seal)







THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR PART, IS PROHIBITED. THE PLANS AND SPECIFICATIONS REMAINS IN THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.



REVISIONS:

DATE	DESCRIPTION	BY

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS

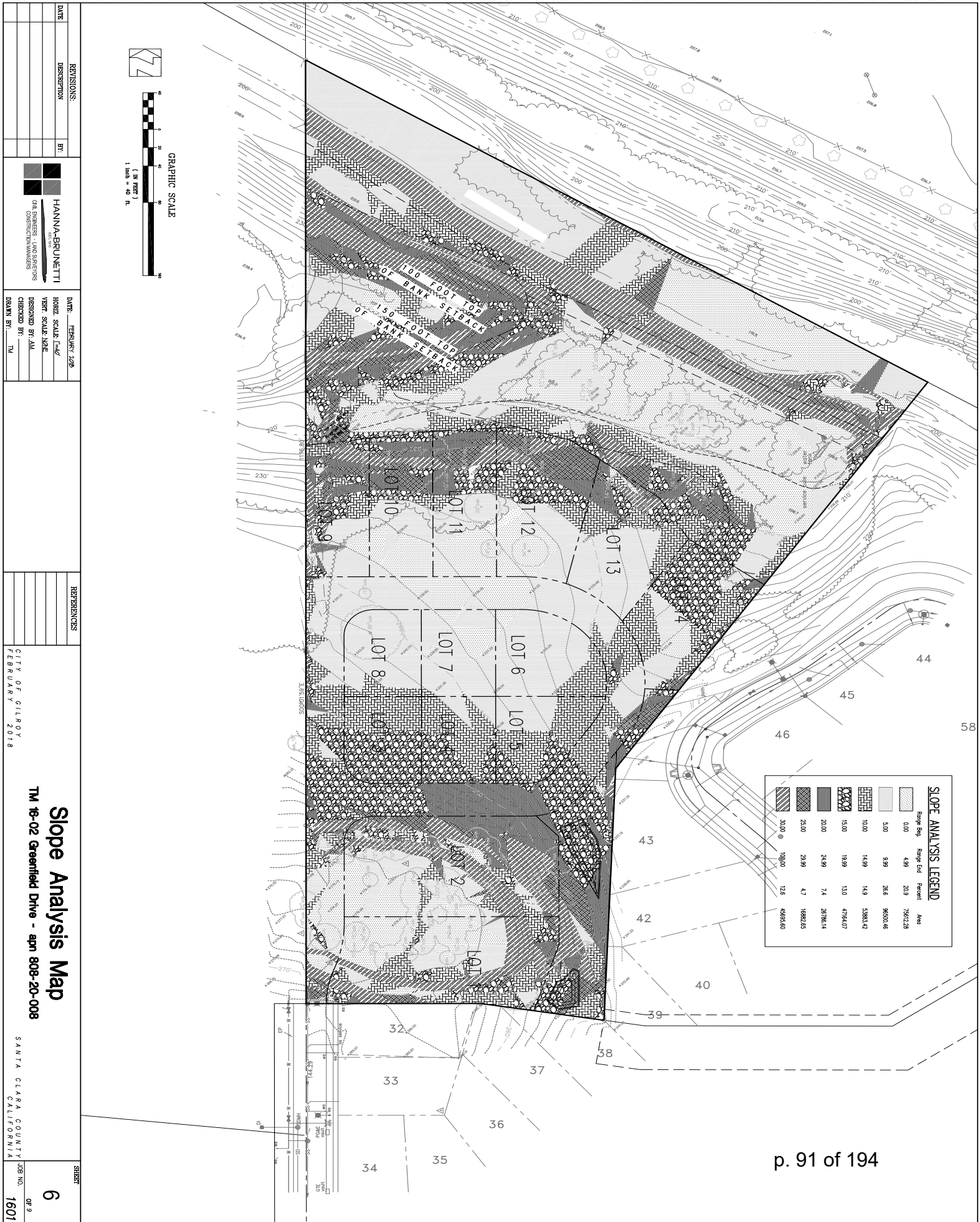
DATE: FEBRUARY 2018
HORIZ. SCALE: NONE
VERT. SCALE: NONE
DESIGNED BY: AM
CHECKED BY: TM
DRAWN BY: TM

REFERENCES

p. 90 of 194
Cut and Fill Plan
TM 16-02 Greenfield Drive
CITY OF GILROY
FEBRUARY 2018
SANTA CLARA COUNTY
CALIFORNIA

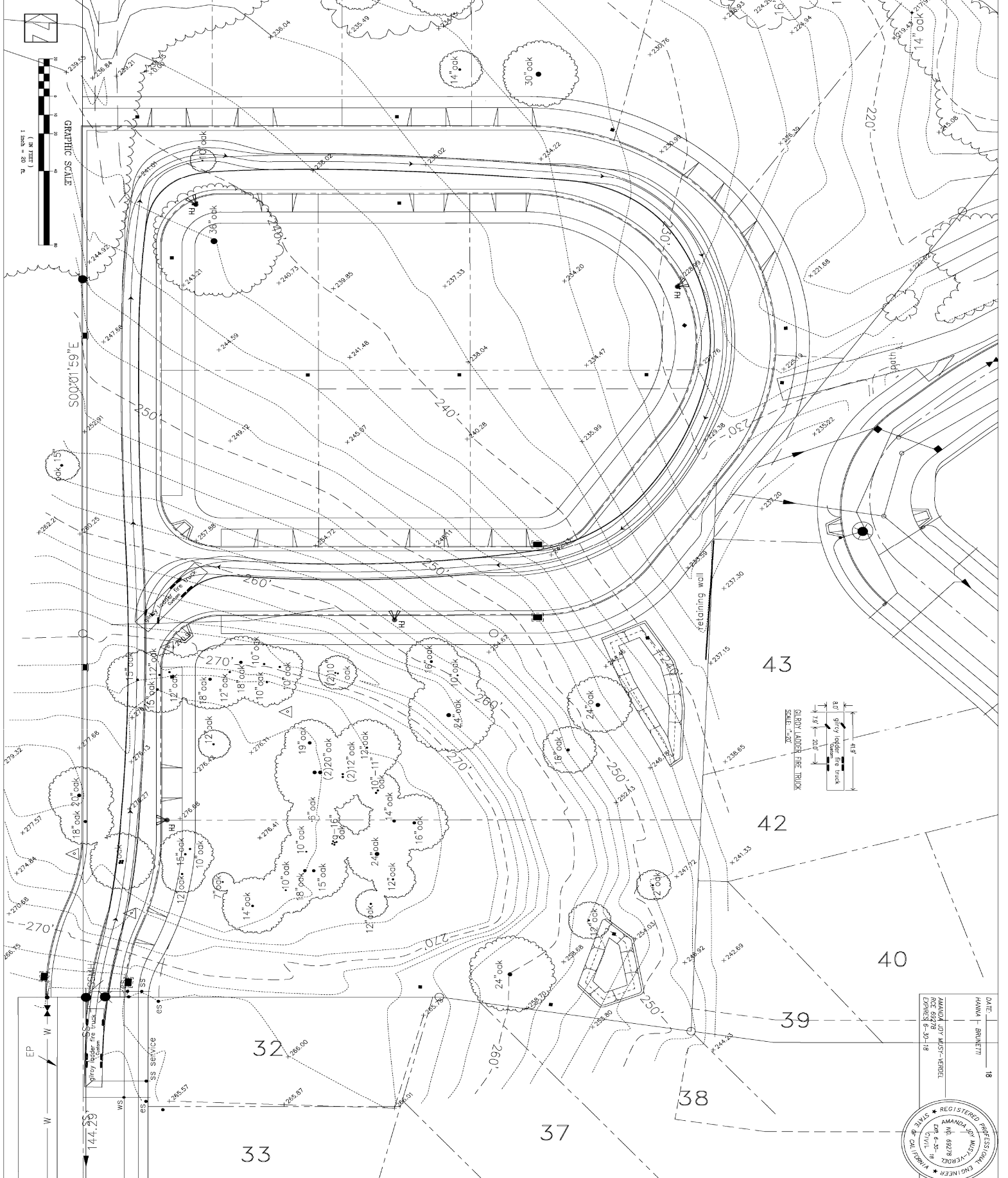
DATE: 1/8
HANNA - BRUNETTI
AMANDA JOY MUST-VERDEL
RCE 99278
EXPIRES 6-30-18
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
NO. 69278
CIVIL

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REVISIONS: DATE: _____ DESCRIPTION: _____ BY: _____		DATE: FEBRUARY 2018 HORZ. SCALE: 1"=40' VERT. SCALE: 1"=10' DESIGNED BY: JAL CHECKED BY: _____ DRAWN BY: JAL	
HANNA-BRUNETTI CIVIL ENGINEERS - LAND SURVEYORS 10000 N. 100TH AVE., SUITE 100 DENVER, CO 80261		REFERENCES: CITY OF GILROY FEBRUARY 2018	
Slope Analysis Map TM 16-02 Greenfield Drive - apr 808-20-008		SHEET 6 OF 9 SANTA CLARA COUNTY CALIFORNIA 16011	

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REVISIONS:	BY:
DATE:	DESCRIPTION:

HANNA-BRUNETTI
CIVIL ENGINEERS - LAND SURVEYORS
CONSTRUCTION MANAGERS

DATE: FEBRUARY 2018
HORIZ. SCALE: 1"=20'
VERT. SCALE: NONE
DESIGNED BY: AM
CHECKED BY: TM
DRAWN BY: TM

REFERENCES

Fire Truck Turning Exhibit

TM 16-02 Greenfield Drive

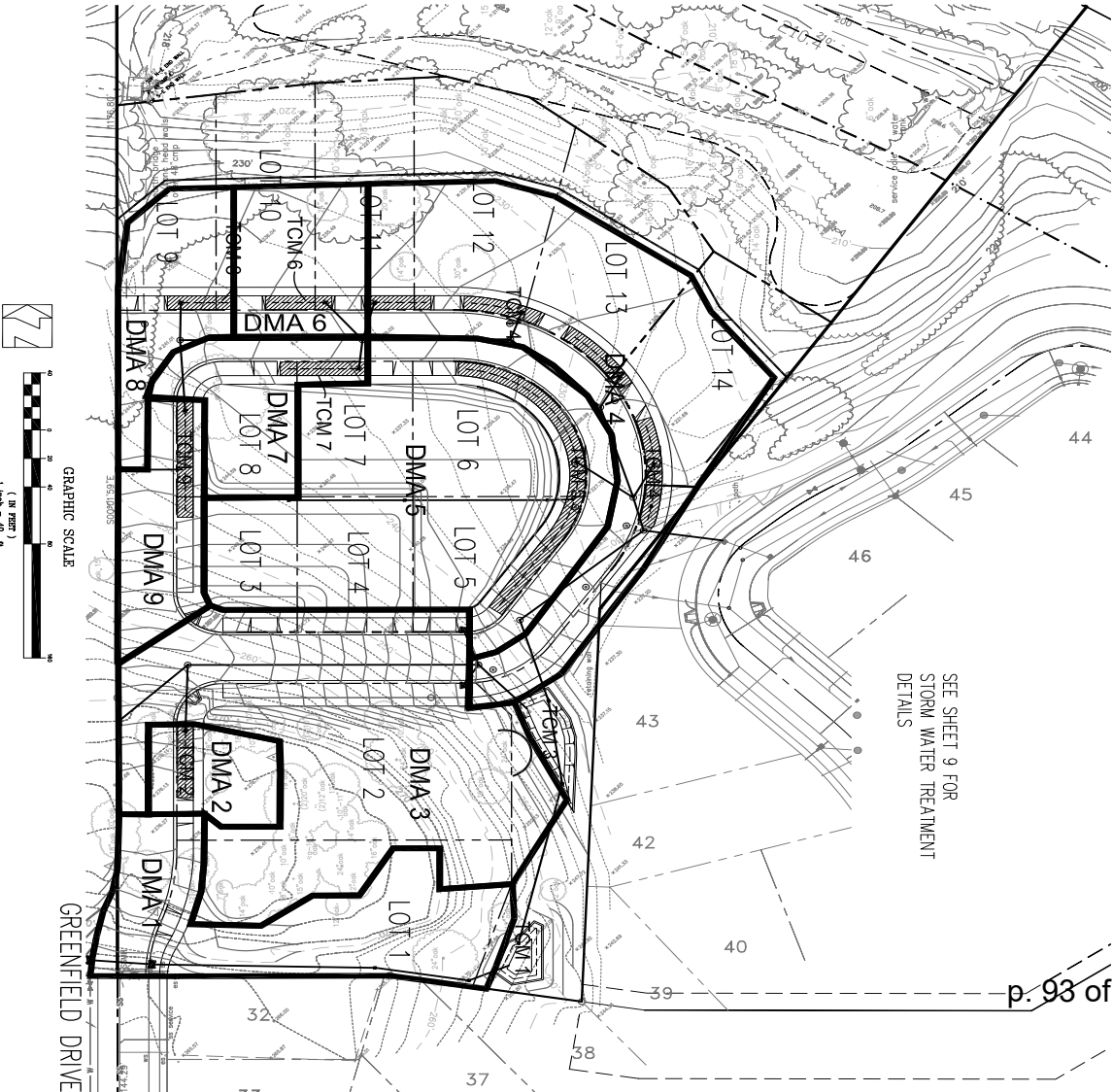
CITY OF GILROY
FEBRUARY 2018
SANTA CLARA COUNTY
CALIFORNIA

DATE: 18
HANNA-BRUNETTI
REGISTERED PROFESSIONAL ENGINEER
AMANDA J. MAST-VERBE
EXP. 6-30-18
CIVIL
EXPIRES 6-30-18

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS IN THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THESE RESTRICTIONS.

STORMWATER TREATMENT AREA									
DMA ID	DESCRIPTION OF AREA	TOTAL STORMWATER DRAINAGE AREA (SQ FT)	TREATMENT AREA (SQ FT)	TREATMENT AREA PROVIDED (SQ FT)	TREATMENT VOLUME REQUIRED (CU FT)	TREATMENT VOLUME PROVIDED (CU FT)	TYPE OF TREATMENT PROVIDED		
DMA 1	DRIVEWAY, STORMWATER & LANDSCAPE	17,618	12,145	5,473	219	932	404	777	BIORETENTION
DMA 2	TCM 2	5,075	3,398	1,677	67	495	96	328	BIORETENTION
DMA 3	DRIVEWAY, STORMWATER & LANDSCAPE	38,774	23,200	13,574	543	1,640	1115	1,439	BIORETENTION
DMA 4	TCM 4	35,064	23,325	11,739	470	1,459	962	983	BIORETENTION
DMA 5	DRIVEWAY, STORMWATER & LANDSCAPE	38,507	29,954	8,553	342	2,129	556	1,436	BIORETENTION
DMA 6	DRIVEWAY, STORMWATER & LANDSCAPE	8,520	4,505	4,015	161	448	325	351	BIORETENTION
DMA 7	TCM 7	8,793	5,308	3,485	139	497	266	329	BIORETENTION
DMA 8	DRIVEWAY, STORMWATER & LANDSCAPE	8,884	6,178	2,706	108	286	283	280	BIORETENTION
DMA 9	DRIVEWAY, STORMWATER & LANDSCAPE	7,846	1,289	6,547	262	773	497	514	BIORETENTION

*4% OF IMPERVIOUS AREA IN EACH DMA REQUIRED TO TREAT STORMWATER



REVISIONS:

DATE	DESCRIPTION	BY

HANNA-BRUNETTI

CONSULTANTS

CH. ENGINEERS - LAND SERVICES

CONSTRUCTION MANAGERS

DATE: FEBRUARY 2018

HORIZ. SCALE: 1"=40'

VERT. SCALE: 1"=4'

DESIGNED BY: ALM

CHECKED BY: TM

DRAWN BY: TM

REFERENCES:

CITY OF GILROY

FEBRUARY 2018

Stormwater Management Plan

TM 16-02 Greenfield Drive - apr 808-20-008

SANTA CLARA COUNTY

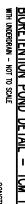
CALIFORNIA

SHEET

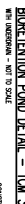
8

OF 9

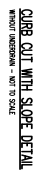
16011



7. THE CASE STUDY REPORT SHOULD BE A CLEAR, CONCISE SUMMARY OF THE RESEARCH PROJECT.
8. OUTLINE THE RESEARCH DESIGN, INCLUDING THE RESEARCH QUESTIONS, HYPOTHESES, AND THE RESEARCH DESIGN.
9. DATA AND RESULTS SHOULD BE PRESENTED IN A CLEAR AND CONCISE MANNER.
10. CONCLUSIONS SHOULD BE DRAWN FROM THE RESEARCH DESIGN, DATA, AND RESULTS.
11. REFERENCES SHOULD BE CITED IN THE RESEARCH DESIGN, DATA, AND RESULTS.
12. THE RESEARCH DESIGN, DATA, AND RESULTS SHOULD BE PRESENTED IN A CLEAR AND CONCISE MANNER.
13. CONCLUSIONS SHOULD BE DRAWN FROM THE RESEARCH DESIGN, DATA, AND RESULTS.
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19. CONCLUSIONS SHOULD BE DRAWN FROM THE RESEARCH DESIGN, DATA, AND RESULTS.
20. REFERENCES SHOULD BE CITED IN THE RESEARCH DESIGN, DATA, AND RESULTS.



1. THE CLASS SHOULD BEHAVIOR IN A PROACTIVE MANNER, PARTICIPATING ACTIVELY.
2. OUTLINE SHOULD BE PREPARED BY THE STUDENT, WITH A FEW QUESTIONS TO ASK.
3. ON THE SECOND DAY, WE WILL BE FOCUSING ON THE EFFECTS OF ADDITIONAL, EXCESSIVE SLEEP ON THE BODY.
4. THE STUDENT SHOULD BE ABLE TO IDENTIFY THE EFFECTS OF ADDITIONAL SLEEP ON THE BODY.
5. ADDITIONAL SLEEP WILL BE DISCUSSED IN THE NEXT CLASS, SPECIFICALLY.
6. PLEASE BRING A NOTEBOOK TO THE NEXT CLASS, SPECIFICALLY.
7. MUCH INFORMATION WILL BE DISCUSSED IN THE NEXT CLASS, SPECIFICALLY.
8. LOCAL WEATHER INFORMATION SHOULD BE PROVIDED IN THE NEXT CLASS, SPECIFICALLY.
9. THE STUDENT SHOULD BE ABLE TO IDENTIFY THE EFFECTS OF ADDITIONAL SLEEP ON THE BODY.
10. THE STUDENT SHOULD BE ABLE TO IDENTIFY THE EFFECTS OF ADDITIONAL SLEEP ON THE BODY.
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15. THE STUDENT SHOULD BE ABLE TO IDENTIFY THE EFFECTS OF ADDITIONAL SLEEP ON THE BODY.



- CONSTRUCTION NOTES
1. AFTER CONSTRUCTION PLACE SAND BAGS AT
GUTTER OPENINGS TO KEEP STORM FLOWS FROM
ENTERING FACILITY UNTIL VEGETATION IS
ESTABLISHED.



- [illegible]

CITY OF GILROY
FEBRUARY 2011

TM 16-02 Greenfield Drive - aprn 808-20-008

JOB NO.
1601

RESOLUTION 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING A THIRD TIME EXTENSION FOR TENTATIVE MAP (TM 16-02) CREATING 14 SINGLE-FAMILY RESIDENTIAL LOTS, TWO COMMON PARCELS, AND ONE PUBLIC PARK PARCEL, LOCATED AT THE NORTHERLY TERMINUS OF GREENFIELD DRIVE AND SOUTH OF UVAS CREEK, APN 808-20-008

WHEREAS, in 2016, James Suner submitted an application requesting tentative map approval to subdivide an 8.36 acre site into 14 single-family lots, two common lots containing private roadways and stormwater detention, a 3.7 acre public park parcel to be dedicated as an extension of Uvas Creek Park Preserve open space, and associated public and private improvements within the R1 single-family zone district; and

WHEREAS, the subject property (Assessor's Parcel Number 808-20-008) is located at the northern end of Greenfield Drive, south of Uvas Creek and adjacent to the Glen Loma Ranch Specific Plan Area development; and

WHEREAS, on November 5, 2018, the City Council of the City of Gilroy by Resolution No 2018-44 adopted a mitigated negative declaration and approved Tentative Map Application TM 16-02 for an initial period of two years, subject to 131 conditions (inclusive of CEQA mitigation measures); and

WHEREAS, on June 1, 2020, the City Council adopted Resolution No. 2020-33 extending the expiration date through May 31, 2021, of all tentative maps, architectural and site permits, and planned unit development approvals that were active during the COVID 19 shelter in place order; and

WHEREAS, on September 29, 2020 Assembly Bill No. 1561 Chapter 195 was enacted to amend Section 65583 and to add Section 65914.5 to the Government Code relating to land use, to extend by 18 months the period for the expiration of a housing entitlement that was issued before, and was in effect on, March 4, 2020, and that will expire before December 31, 2021; and

WHEREAS, legislative extensions granted by the State and City Council extended approval of TM 16-02 through November 30, 2022; and

WHEREAS, On November 30, 2022, James Suner submitted a request to further extend the expiration date of Tentative Map TM 16-02; and

WHEREAS, On February 27, 2023, the City Council extended the approval of TM 16-02 for another 12-months, through November 30, 2023, subject to the approved plans and all conditions of approval and mitigation measures in City Council Resolution 2018-44; and

WHEREAS, On February 5, 2024, the City Council extended the approval of TM 16-02 for another 12-months, through November 30, 2024, subject to the approved plans and all conditions of approval and mitigation measures in City Council Resolution 2018-44; and

WHEREAS, On November 6, 2024, James Suner completed the submittal process for a third request to extend the expiration date of Tentative Map TM 16-02; and

WHEREAS, On December 9, 2024, the City Council considered the third request to extend the expiration date of Tentative Map TM 16-02 through November 30, 2025, subject to the approved plans and all conditions of approval and mitigation measures in City Council Resolution 2018-44; and

WHEREAS the location and custodian of the documents or other materials that constitute the record of proceedings of TM 16-02 and all associated plans, CEQA documents, approved entitlements, and time extension requests is the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GILROY HEREBY APPROVES A 12-MONTH TIME EXTENSION OF TIME FOR TM 16-02, THROUGH NOVEMBER 30, 2025. APPROVAL OF THE TM 16-02 TIME EXTENSION SHALL BE SUBJECT TO THE APPROVED PLANS AND ALL CONDITIONS OF APPROVAL AND MITIGATION MEASURES APPLIED TO THE PROJECT BY CITY COUNCIL RESOLUTION 2018-44, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a regular meeting duly held on the 9th day of December 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



City of Gilroy

STAFF REPORT

Agenda Item Title: Receive Budget Report for the First Quarter of Fiscal Year 2024-2025 (FY25)

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: Finance

Submitted By: Harjot Sangha, Finance Director

Prepared By: Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Receive Budget Report for the First Quarter of Fiscal Year 2024-2025 (FY25)

EXECUTIVE SUMMARY

This report provides the City Council with an update on FY25 as of the end of the First Quarter on September 30, 2024.

BACKGROUND

The FY25 budget was adopted on June 5, 2023 as part of the City's Biennial Budget process. Activity for FY25 began on July 1, 2024. The City has completed the first quarter of operations for FY25, and this report provides a financial summary of such activity for the period of July 1, 2024 through September 30, 2024.

ANALYSIS

General Fund

Revenues

General Fund revenues received for the first quarter of FY25 total \$6.9 million. This is approximately 10% of the amended budget of \$69.7 million. Revenues received up to this point are typically under the 25% fiscal-year mark, especially tax revenues, due to the lag between when the economic transaction occurs and when the City's revenues are received. The table below provides a breakdown of General Fund Revenues by category and a comparison of the actual revenues to the amended budget.

(In Millions)				
General Fund Revenues by Category	FY25		FY25 Q1	
	Amended Budget		Actuals	% of Budget
Sales Tax	\$ 22.4	\$	1.6	7%
Property Tax	21.3		0.1	1%
Utility User Tax	6.7		1.4	21%
Franchise Tax	2.4		0.2	8%
Transient Occupancy Tax	2.0		0.0	0%
Business License	0.7		0.2	33%
Other Revenues	14.1		3.3	23%
Total	\$ 69.7	\$	6.9	10%

Sales Tax - The City receives its sales tax revenue approximately two months after funds are collected by the California Department of Tax and Fee Administration. The FY25 budget for sales tax revenue is \$22.4 million of which \$1.6 million (7%) has been received as of September 30, 2024. Receipts reflect collections for the month of July 2024. Based on the latest quarterly sales tax report, the City's sales tax revenue for FY25 is expected to come in under budget by approximately \$0.7 million. Staff included this downward adjustment to the Sales Tax budget for FY25 as part of the comprehensive mid-cycle adjustments approved by the City Council on November 18, 2024, and will be reflected in future quarterly reports.

Property Tax - The City's property tax revenues are received in various intervals from Santa Clara County and are not distributed in even amounts. Property tax installments are typically due in November and April of each fiscal year. The FY25 budget for property tax revenue is \$21.3 million of which \$0.1 million (1%) has been received as of September 30, 2024. Much of the annual property tax revenue is received in the second half of the fiscal year, including the annual ERAF payment. Based on the September update from the County Assessor's Office, property tax revenue is currently trending to come in at budgeted levels.

Utility Users Tax (UUT) - Utility taxes are assessed against the value of energy and telecommunications, such as gas, electricity, steam, cable, and phone charges. The current tax rates are 4.5% for telecommunications and 5% for gas and electricity. The City's UUT revenues are received one month after the revenues are earned. The FY25 budget for utility user tax is \$6.7 million of which \$1.4 million (21%) has been received as of September 30, 2024. Receipts to date represent revenue through the month of

August.

Franchise Tax - The City receives franchise tax revenue from three franchise types, including gas and electric, cable tv, and garbage/refuse. The FY25 budget for franchise tax is \$2.4 million of which \$0.2 million (8%) has been received as of September 30, 2024, which primarily reflects quarterly cable franchise payments only. The larger portion of franchise tax comes from PG&E, which remits payments once a year and is typically received in the fourth quarter of the fiscal year.

Transient Occupancy Tax (TOT) - The City's TOT revenue comes from a 9% tax on hotel room rentals under 30 days, as well as from some of the RV parks in the City. The hotels pay within one month after their quarter ends; thus no TOT revenue is reported as of September 30, 2024. Payments for the first quarter were received subsequently and will be reported in future quarterly reports.

Business License - The FY25 budget for Business License fees is \$0.7 million of which \$0.2 million (33%) has been received as of September 30, 2024. The business license revenue is tied to the timing of the annual renewal of the license and any new business licenses issued. The City is currently engaged in an outreach campaign to businesses that are out of compliance with the Business License requirements to bring them into compliance. As a result of this outreach campaign, it is anticipated that Business License revenue will come in higher than budget. A related adjustment was included in the mid-cycle adjustments approved on November 18, 2024, and will be reflected in the budget in future quarterly reports.

Other General Fund revenues - This category comprises departmental service charges, general administration charges, fines and forfeitures, and other intergovernmental revenues. The FY25 budget for this aggregate revenue category is \$14.1 million of which \$3.3 million (23%) has been received as of September 30, 2024. At this time, this revenue is expected to come in as budgeted.

Expenditures

General Fund expenditures for the first quarter of FY25 total \$17.1 million. This is approximately 23% of the amended budget of \$75.6 million. The table below provides a breakdown by department and function comparing the actual expenditures for the first quarter to the amended budget. Generally, departments are within or below their expenditure target for the first quarter of the fiscal year.

(In Millions)				
FY25				
General Fund Expenditures by Department/Function	Amended Budget	FY25 Q1 Actuals	% of Budget	
Administration	\$ 4.5	\$ 0.8	17%	
Recreation Transfer	1.5	0.4	25%	
Other Transfers	1.0	0.2	25%	
Human Resources	1.8	0.3	19%	
Community Development	6.1	1.3	21%	
Finance	1.3	0.3	22%	
Fire	14.7	4.0	27%	
Other General Government	2.5	0.6	23%	
Police	32.6	8.0	25%	
Public Works	9.7	1.2	13%	
Total	\$ 75.6	\$ 17.1	23%	

Non-General Fund

Revenues

The City has approximately 60 non-general funds. The information (revenues and expenditures) for these funds is presented in the table below in aggregate, by fund type, along with a brief description of what is included in these categories.

Non-General Fund revenues received as of September 30, 2024, total \$18.3 million or 16% of the amended budget of \$115.7 million. Revenues received up to this point are usually under the 25% fiscal-year mark due to the timing of receipts, especially for special revenue and capital/development funds.

(In Millions)				
FY25				
Non-General Fund Revenues by Fund Type	Amended Budget	FY25 Q1 Actuals	% of Budget	
Special Revenue	\$ 13.0	\$ 1.0	8%	
Recreation	2.3	0.7	28%	
Capital/Development	44.7	3.0	7%	
Debt Service	5.0	0.8	15%	
Internal Service	19.5	3.7	19%	
Sewer	16.4	4.5	27%	
Water	14.8	4.7	32%	
Total	\$ 115.7	\$ 18.3	16%	

Special Revenues – The primary source of this fund type is intergovernmental funds in the manner of tax sharing or grants from Federal, State, County, and other regional governments. For the City of Gilroy, these Special Revenues provide funding for transportation (Gas Taxes, Vehicle Registration, and Measure B), public safety (Proposition 172 sales tax, Gang Prevention, and regional task forces), and community development (CDBG and housing) among others. The FY25 budget for Special Revenues is \$13.0 million of which \$1.0 million (8%) has been received as of September 30, 2024.

Recreation – The Recreation Fund receives an annual allocation of \$1.5 million from the General Fund in addition to the revenues it acquires from charges for services or grants related to recreation programs. The services provided by Recreation are seasonal, typically most active during spring and summer. The FY25 budget for Recreation revenue is \$2.3 million of which \$0.7 million (28%) has been received as of September 30, 2024.

Capital/Development Impact Funds – Revenues in the Capital and Development Impact Funds are primarily generated by new development approvals and the required contributions to offset infrastructure impacts. Revenue depends on the size and impact of the development and the timing of the project; therefore, revenue is not evenly distributed throughout the fiscal year. The FY25 budget for Capital/Development Funds revenue is \$44.7 million of which \$3.0 million (7%) has been received as of September 30, 2024. In discussion with the Public Works Department, large development projects anticipated in FY25 have not commenced yet. Staff will reevaluate these projects and timelines and report any updates in future quarterly reports as needed.

Debt Service - Debt Service funds receive their revenue from annual property tax levies and/or via interfund transfers from other funds and are typically aligned with the timing of the debt service payment. The FY25 Q1 amounts primarily reflect the interfund transfers. The property tax levies for the Library Bond debt service are received similar to the General Fund property tax distribution, majority of it in Q2 through Q4.

Internal Service – Internal Service Funds (Information Technology (IT), Fleet, Facilities, Worker's Compensation, and Liability Funds) primarily receive their revenue from charges to other departments and funds in the City. These charges are assessed based on the budget and it is expected that the full budgeted amount will be received.

Sewer – The FY25 budget for Sewer revenue is \$16.4 million of which \$4.5 million (27%) has been received as of September 30, 2024. The Sewer Fund is tracking slightly above for the period. The Sewer Enterprise Fund generates its revenue from utility user charges. At this time, it is expected the revenue will come in at budget.

Water – The FY25 budget for Water revenue is \$14.8 million of which \$4.7 million (32%) has been received as of September 30, 2024. The Water Fund is tracking above for the period. Like the Sewer Fund, the Water Fund generates its revenues from utility user charges.

Expenditures

Non-General Funds expenditures as of September 30, 2024 total \$17.8 million, or 13% of the amended budget of \$136.8 million. The table below presents the Non-General Fund expenditures by Fund Type.

(In Millions)				
Non-General Fund Expenditures by Fund Type	FY25 Amended Budget		FY25 Q1 Actuals % of Budget	
Special Revenue	\$	14.0	\$	0.8 6%
Recreation		2.2		0.5 22%
Capital/Development		37.7		2.8 7%
Debt Service		4.9		0.4 7%
Internal Service		20.2		5.1 25%
Sewer		22.7		4.7 21%
Water		35.0		3.5 10%
Total	\$	136.8	\$	17.8 13%

Special Revenues – The primary expenditures in this fund type are for roads and sidewalk infrastructure, followed by grant related expenditures for the Police Department. As of September 30, 2024, expenditures are at \$0.8 million (6%) of the budgeted amount of \$14.0 million. Road and infrastructure capital projects typically begin after the winter/rainy season. Therefore, staff expects funds to be encumbered and expenditures to occur in the third and fourth quarter of the fiscal year.

Recreation – As of September 30, 2024, expenditures are at \$0.5 million (22%) of the budgeted amount of \$2.2 million. The services provided by Recreation are seasonal, typically most active during spring and the summer.

Capital/Development – As of September 30, 2024, expenditures are at \$2.8 million (7%) of the budgeted amount of \$37.7 million. The below target spending is primarily in the capital outlay. Several capital projects are currently in their design phases and the subsequent construction phase, the larger expenditure category, typically begins after the winter/rainy season, therefore staff expects funds to be encumbered and expended in the third and fourth quarters of the fiscal year.

Debt Service – As of September 30, 2024, expenditures are at \$0.4 million (7%) of the budgeted amount of \$4.9 million. The debt service payments typically include semiannual interest payments, and one annual principal payment.

Internal Services - As of September 30, 2024, expenditures are at \$5.1 million (25%) of the budgeted amount of \$20.2 million. The City's internal services funds are IT, Fleet,

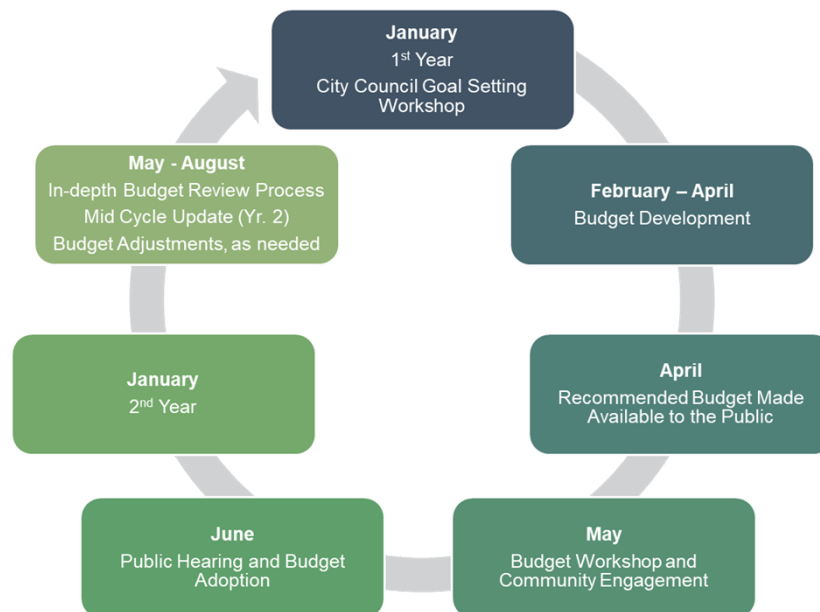
Facilities, Equipment Outlay, Worker's Compensation, and Liability Funds.

Sewer – As of September 30, 2024, expenditures are at \$4.7 million (21%) of the budgeted amount of \$22.7 million. Approximately \$9.6 million of this budget is related to the operations of the South County Regional Wastewater Authority and the Plant's Expansion project which is currently under construction.

Water – As of September 30, 2024, expenditures are at \$3.5 million (10%) of the budgeted amount of \$35.0 million. Approximately \$17.5 million of this budget is related to capital outlay projects, several of which are currently in their design phases.

Upcoming Budget Development Cycle

In January 2025, the City will commence its biennial budget development process for FY26 and FY27. The City's fiscal year is from July 1 through June 30. The City prepares and adopts a budget for two fiscal years at a time. Below is an infographic that outlines the City's budget development cycle. The budget development process commences in January of the calendar year with the City Council's Strategic Planning workshop. During the workshop, the City Council will receive a comprehensive update on the City's fiscal health, forecast of the major revenue sources, and review the existing priorities, and make adjustments as deemed necessary. Based on the Council and community's identified priorities, the City Administrator tasks the Departments to prepare budgets that align with the identified strategic priorities. The recommended budget is developed and made available by April, followed by several workshops with the City Council and the community. The budget adoption public hearing is held at the first meeting of June.



ALTERNATIVES

There are no recommended alternatives to the First Quarter Budget Report for FY25.

FISCAL IMPACT/FUNDING SOURCE

There are no fiscal impacts as this is a report and no budgetary action is proposed. Preparation of the quarterly budget update reports are an annual workplan item for the Finance Department.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2023-2024 as Required under Government Code 66000**

Meeting Date: December 9, 2024
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Rosemary Guerrero, Finance Manager

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Accept and file the annual development impact fee report for Fiscal Year 2023-2024 (FY24).

EXECUTIVE SUMMARY

In accordance with the Mitigation Fee Act (Act), Government Code 66000 et seq., the City must annually review and make a public report on development impact fees. As such, the attached report is prepared and made available in accordance with the required provisions of the State law.

BACKGROUND

The Mitigation Fee Act, Government Code 66000 et seq., (adopted as AB 1600 and commonly referred to as "AB 1600 requirements") governs the establishment and administration of development impact fees paid by new development projects for public facilities needed to serve new development.

Fees must be separately accounted for and used for the specific purpose for which the fee was established and imposed. The City's adopted development impact fees are

listed on page 7 of the attachment. Expenditures are authorized by Council through annual capital and operating budgets and committed via the City's five-year capital improvement program.

ANALYSIS

This report is for information purposes only. The establishment of fees and expending of fee-generated revenue occurs in separate Council actions. The revenues and expenditures for FY24 (July 1, 2023, through June 30, 2024) are noted on each impact fee fund's respective statement in the attached report.

FISCAL IMPACT/FUNDING SOURCE

This report has no direct fiscal impacts as this report only provides information describing each development impact fee and a list of revenues, expenditures, and fund balance for each impact fee fund. The preparation of this report is an annual workplan item of the Finance Department.

Attachments:

1. Gilroy Impact Fee Report Fiscal Year 2023-2024

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024
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FUND 410 - Storm Drain Development Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Storm Drain Development Impact Fees	4105500 45150	\$ 35,053
Bank Interest	4105500 46110	\$ 66,713
Transfer from General Fund	4105500 48110	13,174
Total Revenues		\$ 114,939
<u>Expenditures</u>		
Contractual Services	4105500 51630	4,867
CIP - Monterey/Luchessa Storm Drain	4105500 53142	1,375
CIP - Cohansey Ave/Terri Court Storm Drain.	4105500 53142	67
Overhead Expenses	4105500 54150	730
Total Expenditures		\$ 7,038
Revenues Less Expenditures		\$ 107,901
Fund Balance as of June 30, 2023		2,156,826
Fund Balance as of June 30, 2024		\$ 2,264,727

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of drainage collection and conveyance systems in conformance with the Gilroy Storm Drain Master Plan in order to accommodate development of new residential, commercial, and industrial uses as well as expand system capacity. Projects are identified and undertaken in compliance with updated and approved master plans based on population projections, the General Plan policies, land use needs, and other standards approved by the City Council.

Storm Drain Impact Fee charges are as follows:

Residential - Low Density	\$616/acre
Residential - High Density	\$968/acre
Commercial	\$1,670/acre
Commercial-Assembly Hall	\$616/acre
Industrial	\$1,233/acre

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024

FUND 420 - Street Tree Development Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Street Tree Development Impact Fees	4205500 45150	\$ 21,031
Bank Interest	4205500 46110	7,674
Transfer from General Fund	4205500 48110	54
Total Revenues		<u>\$ 28,760</u>
<u>Expenditures</u>		
Overhead Expenses		238
Total Expenditures		<u>\$ 238</u>
Revenues Less Expenditures		\$ 28,522
Fund Balance as of June 30, 2023		<u>150,453</u>
Fund Balance as of June 30, 2024		<u><u>\$ 178,974</u></u>

Relationship between and purpose for which fee is charged:

The Street Tree Development Impact Fund collects a front footage fee to plant trees in new developments.

Street Trees Impact Fee charges are as follows:

City Planting and Replacement	\$3.79/ff
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City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024
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FUND 425 - Traffic Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Traffic Impact Fees	4255500 45150	\$ 2,242,914
Bank Interest	4255500 46110	770,550
Transfer from General Fund	4255500 48110	97,538
Total Revenues		<u>\$ 3,111,002</u>
<u>Expenditures</u>		
Contractual Services	4255500 51630	179,897
CIP - Tenth at Uvas Creek Bridge	4255500 53142	68,511
CIP - First & Kern	4255500 53142	111,138
CIP - Luchessa/Church Signal	4255500 53142	29,549
CIP - Monterey/IOOF Signal	4255500 53142	29,695
CIP - Mantelli/Kern Traffic Signal	4255500 53142	3,546
CIP - Automall/Luchessa Signal	4255500 53142	3,026
CIP - Gilroy Ice Center	4255500 53142	19,300
CIP - Girloy Signals	4255500 53142	56,866
CIP - Roundabout @ Santa Teresa Blvd/Ballybunion	4255500 53135	2,336,800
Overhead Charges	4255500 54150	9,497
Total Expenditures		<u>\$ 2,847,825</u>
Revenues Less Expenditures		\$ 263,176
Fund Balance as of June 30, 2023		<u>17,264,934</u>
Fund Balance as of June 30, 2024		<u><u>\$ 17,528,110</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of streets, bridges, interchanges and traffic signals as identified in the City's General Plan Circulation Element to accommodate development of new residential, commercial, and industrial uses for the purpose of expanding transportation system capacity. Projects are completed in conformance with approved master plans based on the General Plan, population projections, land use, and other standards approved by the City Council.

Traffic Impact Fee charges are as follows:

Residential - Low Density	\$13,402/unit
Residential - High Density	\$10,548/unit
Commercial - Low Traffic	\$14,829/ksf
Commercial - High Traffic	\$29,954/ksf
Industrial - General	\$5,876/ksf
Industrial - Warehouse	\$4,259/ksf

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024
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FUND 430 - Sewer Development Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Sewer Development Impact Fees	4305500 45150	\$ 2,178,317
Bank Interest	4305500 46110	704,397
Transfer from General Fund	4305500 48110	61,809
Total Revenues		<u>\$ 2,944,523</u>
<u>Expenditures</u>		
Contractual Services	4305500 51630	\$ 4,867
CIP - Carmel-Dowdy Alley Sewer Line	4305500 53142	\$ 2,578
CIP - Seventh St Sewer Line	4305500 53142	\$ 2,195
Interfund Transfer Out	4305500 54110	2,244,000
Overhead Expenses	4305500 54150	801
Total Expenditures		<u>\$ 2,254,441</u>
Revenues Less Expenditures		\$ 690,082
Fund Balance as of June 30, 2023		<u>15,895,458</u>
Fund Balance as of June 30, 2024		<u><u>\$ 16,585,540</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of expanded sewer collection, treatment and conveyance systems as identified in the Sewer Master Plan in order to accommodate development of new residential, commercial, and industrial uses based on standards adopted by the City Council.

Sewer Development Impact Fee charges are as follows:

Residential - Low Density	\$13,660/unit
Residential - High Density	\$7,391/unit
Commercial	\$4,323/cgpd
Industrial	\$4,323/cgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024
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FUND 435 - Water Development Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Water Development Impact Fees	4355500 45150	\$ 697,174
Bank Interest	4355500 46110	296,672
Transfer from General Fund	4355500 48110	11,786
Total Revenues		\$ 1,005,632
<u>Expenditures</u>		
Contractual Services	4355500 51630	4,867
CIP - McCarthy Well Project	4355500 53142	10,679
Overhead Expenses	4355500 54150	945
Total Expenditures		\$ 16,491
Revenues Less Expenditures		\$ 989,141
Fund Balance as of June 30, 2023		6,168,777
Fund Balance as of June 30, 2024		\$ 7,157,919

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of improvements and expansion of water production, transmission, distribution and storage systems within Pressure Zone 1 as described in the Water Master Plan. This includes costs necessary to accommodate the capacity requirements of new residential, commercial and industrial uses and in accordance with the General Plan, population increase projections and other standards established by the City Council.

Water Development Impact Fee charges are as follows:

Residential - Low Density	\$4,693/unit
Residential - High Density	\$1,898/unit
Commercial	\$7,355/kgpd
Industrial	\$7,355/kgpd

City of Gilroy Impact Fee Revenues and Expenditures For Fiscal Year 2023-2024
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FUND 440 - Public Facilities Impact Fee	Account Number	FY2024 AB 1600
<u>Revenues</u>		
Public Facilities Impact Fees	4405500 45150	\$ 3,937,764
Bank Interest	4405500 46110	100,175
Misc Revenues	4405500 47810	112,500
Interfund Transfer In	4405500 48110	81,526
Total Revenues		<u>\$ 4,231,964</u>
<u>Expenditures</u>		
Contractual Services	4405500 51630	40,264
CIP - Gilroy Ice Center	4405500 53142	431,569
Interfund Transfer Out	4405500 54110	3,012,813
Overhead Charges	4405500 54150	15,532
Total Expenditures		<u>\$ 3,500,178</u>
Revenues Less Expenditures		\$ 731,786
Fund Balance as of June 30, 2023*		<u>(1,050,415)</u>
Fund Balance as of June 30, 2024*		<u><u>\$ (318,629)</u></u>

Relationship between and purpose for which fee is charged:

Fees are to finance the construction of parks, police, fire, library, and other recreational facilities as identified in the Public Facilities Master Plan based on the need to expand City facility capacity to accommodate new development and pursuant to standards approved by the City Council.

Public Facility Impact charges are as follows:

Residential - Low Density	\$23,296/unit
Residential - High Density	\$19,599/unit
Commercial	\$3,510/ksf
Industrial	\$1,555/ksf

**Note that in 2008 the City purchased the Gilroy Gardens Property for \$13.7 million, of which there is a remaining balance of approximately \$3.3 million at June 30, 2024. The loan is expected to be fully repaid by June 30, 2028. The Fund Balance above includes the remaining loan payable amount. This amount is shown as a liability, resulting in the negative balance stated above. The actual cash balance in the fund at June 30, 2024, is \$3.0 million.*

City of Gilroy Impact Fee Schedule Summary For Fiscal Year 2023-2024
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FUND 410 - Storm Drain Development Impact Fee

Residential - Low Density	\$616/acre
Residential - High Density	\$968/acre
Commercial	\$1,670/acre
Commercial-Assembly Hall	\$616/acre
Industrial	\$1,233/acre

FUND 420 - Street Tree Development Impact Fee

City Planting and Replacement	\$3.79/ff
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FUND 425 - Traffic Impact Fee

Residential - Low Density	\$13,402/unit
Residential - High Density	\$10,548/unit
Commercial - Low Traffic	\$14,829/ksf
Commercial - High Traffic	\$29,954/ksf
Industrial - General	\$5,876/ksf
Industrial - Warehouse	\$4,259/ksf

FUND 430 - Sewer Development Impact Fee

Residential - Low Density	\$13,660/unit
Residential - High Density	\$7,391/unit
Commercial	\$4,323/cgpd
Industrial	\$4,323/cgpd

FUND 435 - Water Development Impact Fee

Residential - Low Density	\$4,693/unit
Residential - High Density	\$1,898/unit
Commercial	\$7,355/kgpd
Industrial	\$7,355/kgpd

FUND 440 - Public Facilities Impact Fee

Residential - Low Density	\$23,296/unit
Residential - High Density	\$19,599/unit
Commercial	\$3,510/ksf
Industrial	\$1,555/ksf



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of a Notice of Acceptance of Completion for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288 and Approval of a Final Contract with McKim Corporation in the Amount of \$4,361,339.19**

Meeting Date: December 9, 2024
 From: Jimmy Forbis, City Administrator
 Department: Public Works
 Submitted By: Daniel Padilla, City Engineer
 Prepared By: Julie Oates, Engineer II

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

- a) Approve a Notice of Acceptance of Completion for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288.
- b) Approve a final contract in the amount of \$4,361,339.19 with McKim Corporation for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288.

EXECUTIVE SUMMARY

The Public Works Department has completed construction of the FY24 Citywide Pavement Rehabilitation Project (Project) and has reviewed and approved all Project documentation. The Project scope of work included preventive maintenance and rehabilitation of 60 street segments and four alleys, pavement striping and markings, and associated work. The street segments were selected based on the City's Pavement Management Program, StreetSaver, which evaluates and prioritizes maintenance of the City's overall road network.

Staff recommends the City Council approve the Notice of Acceptance of Completion and approve a final contract in the amount of \$4,361,339.19 with McKim Corporation for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288.

BACKGROUND

The City of Gilroy Fiscal Year 2024 to Fiscal Year 2028 Capital Improvement Program (FY24-FY28 CIP) was adopted by the City Council on June 5, 2023. The FY24 Citywide Pavement Rehabilitation Project is included in the FY24-FY28 CIP as Project #800060.

On April 15, 2024, the City Council awarded a construction contract for the Project to McKim Corporation in the amount of \$3,899,534.55 with a project contingency of \$583,061.45 (15%) for a total allocation of \$4,482,596.00 and authorized the City Administrator to execute the contract and associated documents.

ANALYSIS

The Project scope of work included preventive maintenance and rehabilitation of 60 street segments and four alleys, pavement striping and markings, and associated work. Construction change orders resulted in a net increase of \$461,804.64 to the contract amount. The pavement treatments included grind and overlay, cape seal, slurry seal, and microsurfacing.

Contract work was performed between May 1 and September 23, 2024. Following completion of change order work, the Project was deemed Substantially Complete on November 22, 2024. Project documentation has been completed and all punch list items have been addressed by the contractor.

Staff recommends the City Council approve the Notice of Acceptance of Completion and the final contract in the amount of \$4,361,339.19 with McKim Corporation for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288.

FISCAL IMPACT/FUNDING SOURCE

The Project's final construction cost was \$4,361,339.19 (\$121,256.81 less than the total allocation of \$4,482,596.00). The Project's final funding sources are summarized below.

Funding Source	Amount
Gas Taxes (205)	\$500,000.00
Road Funds SB1 (210)	\$1,482,596.00
Measure B (212)	\$900,000.00
General Fund (100)	\$1,478,743.19
Total	\$4,361,339.19

Attachments:

1. 24-PW-288 NOC

Approval of a Notice of Acceptance of Completion for the FY24 Citywide Pavement Rehabilitation Project No. 24-PW-288 and Approval of a Final Contract with McKim Corporation in the Amount of \$4,361,339.19

RECORDING REQUESTED BY:
City of Gilroy

WHEN RECORDED, MAIL TO:
City Clerk’s Office
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**RECORD WITHOUT FEE UNDER SECTION 27383
GOVERNMENT CODE OF STATE OF CALIFORNIA**

Notice of Acceptance of Completion

FY24 Citywide Pavement Rehabilitation Project
Project No. 24-PW-288
McKim Corporation

SEPARATE PAGE PURSUANT TO GOVT. CODE 27361.6

NOTICE IS HEREBY GIVEN that, as of the 9th day of December, 2024, the City of Gilroy, California ("City") has accepted as completed the work required to be performed under the following agreement ("Agreement") by and between McKim Corporation ("Contractor") and City:

FY24 Citywide Pavement Rehabilitation Project
Project No. 24-PW-288
McKim Corporation

Project No.: 24-PW-288

Contractor Name: McKim Corporation

Contractor Address: 8505 Church Street, Unit 1, Gilroy, CA 95020

Surety on Contract: Great Midwest Insurance Company

Location of Project: Gilroy, California

Description of Work:

The work includes furnishing of all labor, materials, incidentals, and equipment necessary to perform pavement rehabilitation of various roads with pavement milling, asphalt overlay, slurry seal, microsurfacing, and rubberized cape seal; associated concrete flatwork; adjustment of utilities to grade; pavement striping and markings; installation of roadside signs; replacement of traffic signal loops; and other Work as indicated in the Plans and Specifications.

Interest of City: ☐ Owner in Fee
☐ Vendee under Agreement to Purchase
☐ Lessee
☐ Owner of Easements
☐ Holder of License
☒ Owner of Streets
☐ Owner of Utilities, Water, Sewer, Storm Systems

Owner's Name/Address: City of Gilroy, 7351 Rosanna Street, Gilroy, CA 95020

Work Done: See above, Description of Work

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

The undersigned, being duly sworn, deposes and say:

That I am an officer of the City of Gilroy, that I have read the foregoing Notice of Acceptance of Completion and know the contents thereof; and that the same is true of my own knowledge, except as to those matters that I believe to be true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at the City of Gilroy, County of Santa Clara, State of California, on _____.

CITY OF GILROY

BY: _____

Daniel Padilla

TITLE: City Engineer



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of Memorandum of Understanding Side Letter with Gilroy AFSCME, Local 101 (General and Supervisory Units) Regarding Removal of the Cap on Playground Inspection Certifications as Required by CalPERS**

Meeting Date: December 9, 2024
From: Jimmy Forbis, City Administrator
Department: Administrative Services
Submitted By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
Prepared By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Approve Memorandum of Understanding Side Letter with Gilroy AFSCME, Local 101 (General and Supervisory Units) Regarding Removal of the Cap on Playground Inspection Certifications as Required by CalPERS.

EXECUTIVE SUMMARY

At the end of 2023, the City was one of a group of agencies randomly selected to participate in a California Public Employees' Retirement System (CalPERS) Office of Audit Services (OFAS) audit for FY 24. The specific audit topic to be reviewed was education incentive pay, and the goal was to determine whether public agencies reported education incentive pay in compliance with the Government Code for the period July 1, 2021 – June 30, 2023.

BACKGROUND

Staff in Human Resources and Finance completed the audit process as required by CalPERS. CalPERS identified some corrections to be made in reporting. While all dollar amounts being reported to CalPERS qualified to be reported, the code under which some of the pays were reported needed to be updated. In addition, the cap on the group or class of employees eligible to receive education incentive pay for holding the Playground Inspection Certification needed to be removed in order to comply with CalPERS regulations. The AFSCME MOUs limited the number of employees who could receive certificate pay for holding the Playground Inspection Certification (maximum of three employees) and this cap is not allowable under the Government Code.

At this time, Gilroy has one employee receiving education incentive pay for holding the Playground Inspection Certification. The maximum number of employees who received this pay at any one time was two employees in the General Unit and one employee in the Supervisory Unit. The education incentive pay amount for holding this certification is \$20.00 per month per the AFSCME MOUs. Staff does not expect that removal of the limitation of the number of employees who can receive education incentive pay for this particular certification will change the overall amount of education incentive pay paid out for this certification in any substantive way.

Back in August 2024, the City and AFSCME agreed upon on a side letter to the Memoranda of Understanding for the General and Supervisory Units to remove the cap on the number of employees who can receive the \$20 per month education incentive pay for holding the Playground Inspection Certification (see attached). Given that the cap removal did not have any fiscal impact, it was approved at the City Administrator level and the CalPERS Analyst staff was communicating with at the time accepted the side letter for audit compliance. Recently, however, a different CalPERS Analyst indicated that the side letter also needed City Council approval in open session in order to meet the audit requirements. As a result, staff is bringing the side letter to City Council for review and approval to close out this audit item.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact associated with this side letter approval as removing the cap has not increased the number of employees receiving education incentive pay above the prior cap of three (3) for holding a Playground Inspection Certification. As noted above, only one employee in the Parks & Landscape Section is receiving education incentive pay for holding the Playground Inspection Certification.

NEXT STEPS

Upon City Council approval of the side letter in an open session meeting, staff will provide the staff report and meeting minutes to CalPERS to close out this final audit item.

Attachments:

1. Side Letter with AFSCME, Local 101 Regarding Removal of Cap on Playground Certifications

AFSCME, LOCAL 101, GILROY CHAPTER
GENERAL & SUPERVISORY UNIT MOUS
SIDE LETTER AGREEMENT
August 2024

Playground Inspection Certification Pay:

The City of Gilroy recently completed a CalPERS audit process related to Educational Incentive Pay covering the period July 1, 2021 – June 30, 2023. A finding from the audit stated that there cannot be a limitation on the number of employees in the Parks & Landscape Section that can receive the Playground Inspection Certification Pay. The AFSCME General and Supervisory Unit MOUs covering the audit period limit this certification pay to up to three Parks & Landscape employees. Since all Maintenance Workers and Operations Services Supervisors assigned to the Parks & Landscape Section are in a group or class of employees, this pay needs to be equally available to all Maintenance Workers/Operations Services Supervisors assigned to the Parks & Landscape Section. Although there have never been more than three employees eligible to receive this pay and no employee has ever been denied this pay, the wording in the MOU needs to be in compliance with CalPERS regulations. Therefore, the wording limiting the pay to three employees must be removed going back to July 1, 2021.

Therefore, the Parties agree as follows:

This side letter is an amendment to the AFSCME General Unit MOU and AFSCME Supervisory Unit MOU dated July 1, 2021 – June 30, 2022 and July 1, 2022 – June 30, 2026. The parties have agreed to amend the below sections of the MOUs as follows effective immediately. The amendment is shown in yellow highlight and strikethrough font. This is the only change to the MOU authorized by this side letter.

General Unit MOU (July 1, 2021 – June 30, 2022):

ARTICLE V. SALARIES AND OTHER COMPENSATION

Section M. Certificate/License Pay:

Class A Driver's License Pay: Employees in Public Works Operations and Fleet who are required to obtain and maintain a current CA Class A driver's license shall be paid \$20.00 per month.

Certificate Pay for Employees in Parks & Landscape, Streets/Waste Water/Trees, or Water Section of Public Works Operations:

For individuals employed on July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, regardless of Public Works Operations work location (Parks & Landscape, Streets/Waste Water/Trees, or Water), so long as the individual holds the certification on July 1, 2017 and continues to hold the certification without interruption:

- State of California Water Distribution Operator and CWEA Collection System Maintenance Certifications:

Grade I	\$20.00
Grade II	\$75.00
Grade III	\$125.00
Grade IV	\$150.00

The above pays are not cumulative (e.g., employees holding a Grade *N* receive \$150 in license pay)

- Pesticide Advisor - \$20.00
- Qualified Applicator Certificate - \$20.00
- State of CA Water Treatment Operator (any one level) - \$20.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Playground Inspection Certification (up to three (3) Parks & Landscape Maintenance Workers only) - \$20.00

Effective July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, when they are assigned to the listed Section:

Parks & Landscape Section:

- Pesticide Advisor \$50.00
- AWWA Backflow Prevention Tester - \$20.00
- Qualified Applicator's Certificate - \$20.00
- Playground Inspection Certificate - \$20.00

Streets/Waste Water/Trees Section:

- CWEA Collection System Maintenance Certifications:

Grade I	\$50.00
Grade II	\$150.00
Grade III	\$250.00
Grade IV	\$300.00
- Qualified Applicator's Certificate - \$20.00

Water Section:

- State of California Water Distribution Operator Ce11ifications:

Grade I	\$50.00
Grade II	\$150.00
Grade III	\$250.00
Grade IV	\$300.00
Grade V	\$400.00

- State of California Water Treatment Operator Certifications:

Grade I	\$20.00
Grade II	\$40.00
Grade III	\$60.00
Grade IV	\$80.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Qualified Applicator's Certificate - \$20.00

Examples:

1. Employee A holds a Grade III WDO Certification on July 1, 2017 and works in Streets. Employee A continues to receive \$125 for the certification.
2. Employee B earns a Grade III WDO Certification on August 1, 2017 and works in Streets. Employee B does not receive any license pay for the certification.
3. Employee B transfers to the Water Section on September 1, 2017. Employee B will receive \$250/month for the Grade III while working in the Water Section.

It is the responsibility of the employee to obtain and maintain certifications for which they wish to receive, and wish to continue to receive, certification pay. It is the responsibility of the employee to provide their supervisor AND the human resources department a current written certification documenting valid certifications. It is the responsibility of the employee to monitor expiration dates of certifications, as certification pay will terminate if updated valid certification documentation is not provided prior to the expiration of the certification. If certification pay is terminated due to an expired certification, the employee can reapply at a later time to receive the certification pay. Certification pay will begin the first of the month following human resources receipt of valid, documented certification.

The above referenced certificate pay program is further documented on the attached Certificate Pay Chart for Certain Public Works Operations Employees - General Unit (Exhibit D).

General Unit MOU (July 1, 2022 – June 30, 2026):

ARTICLE V. SALARIES AND OTHER COMPENSATION

Section L. Certificate/License Pay:

Class A Driver's License Pay: Employees in Public Works Operations and Fleet who are required to obtain and maintain a current CA Class A driver's license shall be paid \$20.00 per month.

Certificate Pay for Employees in Parks & Landscape, Streets/Wastewater/Trees, or Water Section of Public Works Operations:

For individuals employed on July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, regardless of Public Works Operations work location (Parks & Landscape, Streets/Waste Water/Trees, or Water), so long as the individual holds the certification on July 1, 2017 and continues to hold the certification without interruption:

- State of California Water Distribution Operator and CWEA Collection System Maintenance Certifications:

Grade I	\$20.00
Grade II	\$75.00
Grade III	\$125.00
Grade IV	\$150.00

The above pays are not cumulative (e.g., employees holding a Grade IV receive \$150 in license pay)

- Pesticide Advisor - \$20.00
- Qualified Applicator Certificate - \$20.00
- State of CA Water Treatment Operator (any one level) - \$20.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Playground Inspection Certification (up to three (3) Parks & Landscape Maintenance Workers only) - \$20.00

Effective July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, when they are assigned to the listed Section:

Parks & Landscape Section:

- Pesticide Advisor \$50.00
- AWWA Backflow Prevention Tester - \$20.00
- Qualified Applicator's Certificate - \$20.00
- Playground Inspection Certificate - \$20.00

Streets/Wastewater/Trees Section:

- CWEA Collection System Maintenance Certifications:

Grade I	\$50.00
Grade II	\$150.00
Grade III	\$250.00
Grade IV	\$300.00
- Qualified Applicator's Certificate - \$20.00

Water Section:

- State of California Water Distribution Operator Certifications:

Grade I	\$50.00
Grade II	\$150.00
Grade III	\$250.00
Grade IV	\$300.00

Grade V \$400.00

- State of California Water Treatment Operator Certifications:
 - Grade I \$20.00
 - Grade II \$40.00
 - Grade III \$60.00
 - Grade IV \$80.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Qualified Applicator's Certificate - \$20.00

Examples:

1. Employee A holds a Grade III WDO Certification on July 1, 2017 and works in Streets. Employee A continues to receive \$125 for the certification.
2. Employee B earns a Grade III WDO Certification on August 1, 2017 and works in Streets. Employee B does not receive any license pay for the certification.
3. Employee B transfers to the Water Section on September 1, 2017. Employee B will receive \$250/month for the Grade III while working in the Water Section.

It is the responsibility of the employee to obtain and maintain certifications for which they wish to receive, and wish to continue to receive, certification pay. It is the responsibility of the employee to provide their supervisor AND the human resources department a current written certification documenting valid certifications. It is the responsibility of the employee to monitor expiration dates of certifications, as certification pay will terminate if updated valid certification documentation is not provided prior to the expiration of the certification. If certification pay is terminated due to an expired certification, the employee can reapply at a later time to receive the certification pay. Certification pay will begin the first of the month following human resources receipt of valid, documented certification.

The above referenced certificate pay program is further documented on the attached Certificate Pay Chart for Certain Public Works Operations Employees – General Unit (Exhibit D).

Supervisory Unit MOU (July 1, 2021 – June 30, 2022):

ARTICLE V. SALARIES AND OTHER COMPENSATION

Section K. Certificate/License Pay:

Class A Driver's License Pay: Employees in Public Works Operations (Operations Services Supervisors) who are required to obtain and maintain a current CA Class A driver's license shall be paid \$20.00 per month.

Certificate Pay for Operations Services Supervisors in Parks & Landscape, Streets/Waste Water/Trees, or Water Section of Public Works Operations:

For individuals employed on July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, regardless of Public Works Operations work location

(Parks & Landscape, Streets/Waste Water/Trees, or Water), so long as the individual holds the certification on July 1, 2017 and continues to hold the certification without interruption:

- State of California Water Distribution Operator and CWEA Collection System Maintenance Certifications:

Grade I	\$20.00
Grade II	\$75.00
Grade III	\$125.00
Grade IV	\$150.00

The above pays are not cumulative (e.g., employees holding a Grade IV receive \$150 in license pay)
- Pesticide Advisor - \$20.00
- Qualified Applicator Certificate - \$20.00
- State of CA Water Treatment Operator (any one level) - \$20.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00
- Playground Inspection Certification (up to three (3) Parks & Landscape employees only) - \$20.00

Effective July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, when they are assigned to the listed Section:

Parks & Landscape Section:

- Pesticide Advisor \$50.00
- Playground Inspection Certificate - \$20.00

Streets/Waste Water/Trees Section:

- CWEA Collection System Maintenance Certifications:

Grade III	\$250.00
Grade IV	\$300.00

Water Section:

- State of California Water Distribution Operator Certifications:

Grade V	\$400.00
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- State of California Water Treatment Operator Certifications:

Grade III	\$60.00
Grade IV	\$80.00

Examples:

4. Employee A holds a Grade III WDO Certification on July 1, 2017 and works in Streets. Employee A continues to receive \$125 per month for the certification.
5. Employee B earns a Grade III WDO Certification on August 1, 2017 and works in Streets. Employee B does not receive any license pay for the certification.

6. Employee C earns a Grade V WDO Certification on August 1, 2017 and works in Water. Employee C will begin to receive \$400 per month for the certification.

It is the responsibility of the employee to obtain and maintain certifications for which they wish to receive, and wish to continue to receive, certification pay. It is the responsibility of the employee to provide their supervisor AND the human resources department a current written certification documenting valid certifications. It is the responsibility of the employee to monitor expiration dates of certifications, as certification pay will terminate if updated valid certification documentation is not provided prior to the expiration of the certification. If certification pay is terminated due to an expired certification, the employee can reapply at a later time to receive the certification pay. Certification pay will begin the first of the month following human resources receipt of valid, documented certification.

The above referenced certificate pay program is further documented on the attached Certificate Pay Chart for Certain Public Works Operations Employees – Supervisory Unit (Exhibit D).

Supervisory Unit MOU (July 1, 2022 – June 30, 2026):

ARTICLE V. SALARIES AND OTHER COMPENSATION

Section K. Certificate/License Pay:

Class A Driver's License Pay: Employees in Public Works Operations (Operations Services Supervisors) who are required to obtain and maintain a current CA Class A driver's license shall be paid \$20.00 per month.

Certificate Pay for Operations Services Supervisors in Parks & Landscape, Streets/Wastewater/Trees, or Water Section of Public Works Operations:

For individuals employed on July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, regardless of Public Works Operations work location (Parks & Landscape, Streets/Waste Water/Trees, or Water), so long as the individual holds the certification on July 1, 2017 and continues to hold the certification without interruption:

- State of California Water Distribution Operator and CWEA Collection System Maintenance Certifications:

Grade I	\$20.00
Grade II	\$75.00
Grade III	\$125.00
Grade IV	\$150.00

The above pays are not cumulative (e.g., employees holding a Grade IV receive \$150 in license pay)
- Pesticide Advisor - \$20.00
- Qualified Applicator Certificate - \$20.00
- State of CA Water Treatment Operator (any one level) - \$20.00
- AWWA Backflow Prevention Tester - \$20.00
- AWWA Cross Connection Specialist - \$20.00

- Playground Inspection Certification (up to three (3) Parks & Landscape employees only) - \$20.00

Effective July 1, 2017, the City shall pay the following monthly amounts to individuals holding the following certifications, when they are assigned to the listed Section:

Parks & Landscape Section:

- Pesticide Advisor \$50.00
- Playground Inspection Certificate - \$20.00

Streets/Wastewater/Trees Section:

- CWEA Collection System Maintenance Certifications:

Grade III	\$250.00
Grade IV	\$300.00

Water Section:

- State of California Water Distribution Operator Certifications:

Grade V	\$400.00
---------	----------
- State of California Water Treatment Operator Certifications:

Grade III	\$60.00
Grade IV	\$80.00

Examples:

7. Employee A holds a Grade III WDO Certification on July 1, 2017 and works in Streets. Employee A continues to receive \$125 per month for the certification.
8. Employee B earns a Grade III WDO Certification on August 1, 2017 and works in Streets. Employee B does not receive any license pay for the certification.
9. Employee C earns a Grade V WDO Certification on August 1, 2017 and works in Water. Employee C will begin to receive \$400 per month for the certification.

It is the responsibility of the employee to obtain and maintain certifications for which they wish to receive, and wish to continue to receive, certification pay. It is the responsibility of the employee to provide their supervisor AND the human resources department a current written certification documenting valid certifications. It is the responsibility of the employee to monitor expiration dates of certifications, as certification pay will terminate if updated valid certification documentation is not provided prior to the expiration of the certification. If certification pay is terminated due to an expired certification, the employee can reapply at a later time to receive the certification pay. Certification pay will begin the first of the month following human resources receipt of valid, documented certification.

The above referenced certificate pay program is further documented on the attached Certificate Pay Chart for Certain Public Works Operations Employees – Supervisory Unit (Exhibit D).

<u>For the City of Gilroy:</u> <u>Signature/Date</u>	<u>For AFSCME, Local 101, Gilroy Chapter:</u> <u>Signature/Date</u>
DocuSigned by:  8/30/2024 CC6456EF9B654DC... Jimmy Forbis, City Administrator	DocuSigned by:  8/30/2024 A36D70EFABC34D2... Susana Ramirez, AFSCME President
DocuSigned by:  8/30/2024 805AA27654AF40B... LeeAnn McPhillips, Assistant City Administrator and Administrative Services & Human Resources Director/Risk Manager	DocuSigned by:  8/29/2024 D28F43C4D657454... Carol McEwan, AFSCME Business Agent



City of Gilroy

STAFF REPORT

Agenda Item Title: Purchase of Two 2025 Chevrolet Silverado 2500HD 4WD Crew Cab Vehicles in the Total Amount of \$115,941.48 to Replace Two Fire Division Chief Vehicles in the Gilroy Fire Department

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: Administrative Services

Submitted By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

Prepared By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Award the purchase of two 2025 Chevrolet Silverado 2500HD 4WD Crew Cab Trucks for the total cost of \$115,942 to My Jeep-Chrysler-Dodge-Ram located in Salinas, CA; and
2. Authorize the City Administrator to execute purchase documents.

BACKGROUND

The City Council approved the replacement of two vehicles for the Fire Department in the FY24 - FY25 budget. After meeting with fire management personnel to determine their work needs, the Department and Fleet identified the 2025 Chevrolet Silverado 2500HD 4WD Crew-Cab as the replacement for Fire Division Chief vehicles. This vehicle is built to meet the needs of the Division Chiefs when responding to calls for service in the field.

ANALYSIS

These new vehicles will replace a 2008 Chevrolet Tahoe 4WD, and a 2003 Chevrolet Tahoe 4WD. Both of these vehicles have reached the end of their useful life based on mileage (over 110,000 miles on each vehicle) as well as mechanical and physical part failures. In addition, due to the age of the vehicles, replacement parts are difficult to obtain.

Staff obtained three quotes for these replacement vehicles from area dealers as follows:

Dealer	Location	Total Cost Per Vehicle (includes taxes and fees)
MY Jeep-Chrysler-Dodge-Ram	Salinas, CA	\$57,970.74
Gilroy Chevrolet	Gilroy, CA	\$61,224.58
Chevrolet of Watsonville	Watsonville, CA	\$62,779.61

Due to long lead times, and the need for these vehicles to be placed in service, orders for these two vehicles were placed in order to “hold” the vehicles pending Council approval.

Consistent with the City of Gilroy Purchasing Policy, staff is recommending the purchase of these two vehicles from My Jeep-Chrysler-Dodge-Ram, as this vendor offered the lowest price, and the price beat the 5% local preference for the local Gilroy dealer.

ALTERNATIVES

Given the limited availability of vehicles and the Fire Department's need for these vehicle replacements, staff recommends moving forward with this purchase. There are no other good alternatives.

FISCAL IMPACT/FUNDING SOURCE

The FY 25 Fleet Fund (Fund 600) budget includes funds for these replacement vehicles in a combined total amount of \$115,941.48.

NEXT STEPS

With Council approval, staff will proceed with finalizing the existing order with My Jeep-Chrysler-Dodge-Ram. Once the vehicles are received and inspected, the City Administrator will execute the final sales contracts.

Attachments:

1. Specifications and Quote for Chevrolet Silverado 2500HD 4WD Crew Cab from MY Jeep-Chrysler-Dodge-Ram

Purchase of Two 2025 Chevrolet Silverado 2500HD 4WD Crew Cab Vehicles in the Total Amount^{5.8}
of \$115,941.48 to Replace Two Fire Division Chief Vehicles in the Gilroy Fire Department



City of Gilroy:
Attn: Walter Dunckel, Facilities Superintendent

October 4, 2024

Quote for 2025 Chevrolet Silverado 2500HD Crew Cab 4WD WT:

Drivetrain: 6.6L V-8 gas engine, 10-speed Allison automatic and 4WD

Colors: White exterior, jet black vinyl seats, 40/20/40 front bench, black carpet flooring

Options: WT convenience package, power and heated vertical trailering mirrors, 120-volt interior outlet, WT/CX safety package, Z71 off-road package, auxiliary 700 cc amp battery, LED cargo area lighting, trailer wiring provisions, 17" machined aluminum wheels, snowplow prep/camper package, and two extra keys

\$52,945.00 – sale price, before sales tax and fees

\$85.00 – doc fee

\$4,838.99 – 9.125% City of Gilroy sales tax

\$33.00 – electronic filing fee

\$8.75 – tire tax

\$60.00 – delivery to Gilroy, CA

\$57,970.74 – total cost

This vehicle will be ordered upon receipt of a purchase order from the City of Gilroy.

Thank you for the opportunity to provide this quote for your consideration. Please let me know if you have any questions or if you need any additional information.

Denis Greathead, Government Fleet Sales Manager
 MY Jeep-Chrysler-Dodge-Ram / MY Chevrolet / MY Nissan-Kia
 600 Auto Center Circle
 Salinas, CA 93907
 831-320-6519



City of Gilroy

STAFF REPORT

Agenda Item Title: Acceptance of the Grant Deed for the Future Fire Station Parcel (Parcel Q, Tract 10472, APN 808-58-004)

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Jimmy Forbis, City Administrator

Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

1. Authorize the City Administrator to accept the Grant Deed, subject to review and approval by the City Attorney of any final modifications, for the future Fire Station Parcel (Parcel Q, Tract 10472, APN#:808-58-004), and execute all necessary documents as appropriate.

EXECUTIVE SUMMARY

In November 2005, the City of Gilroy and Glen Loma Ranch entered into a Development Agreement for the Glen Loma Ranch project, which involved developing approximately 359 acres of property on the west side of Gilroy.

On October 7, 2024, the City Council approved the Fourth Operating Memorandum to the Glen Loma Ranch Development Agreement, which primarily addresses Glen Loma Ranch's obligation to dedicate land and construct the fire station pursuant to the Development Agreement. This Council action is related to the first funding obligation outlined in the Fourth Operating Memorandum, which requires Glen Loma Ranch to dedicate the fire station parcel. In addition, the first funding obligation requires Glen Loma to deposit a cash payment of \$542,906 and assign \$1,046,337 of Traffic Impact Fee (TIF) reimbursements to the City at the close of escrow.

The City Council is recommended to authorize the City Administrator to accept the Grant Deed for the future fire station parcel and execute all necessary documents as appropriate.

The escrow is expected to close on or about December 18, 2024.

BACKGROUND

In November 2005, the City of Gilroy and Glen Loma Ranch entered into a Development Agreement for the Glen Loma Ranch project, which consisted of approximately 359-acre property on Gilroy's western foothills. The Development Agreement obligated Glen Loma Ranch to construct and dedicate various public improvements, including a fire station and two parks. The Cydney Casper Park has been built, and McCutchin Creek Park and the fire station have not been constructed.

The City and Glen Loma Ranch have executed four operating memorandums to make additional refinements and clarifications to be incorporated into the Glen Loma Ranch Development Agreement.

- The First Operating Memorandum modified the originally contemplated City Park requirements with two small parks (Cydney Casper and McCutchin Creek Parks).
- The Second Operating Memorandum modified the requirement to design and construct the fire station before issuing the building permit for the 1,100th residential unit rather than the 1,000th residential unit of the development.
- In the Third Operating Memorandum further modified the requirements, to forgo the construction of the McCutchin Creek Park and in lieu, Glen Loma Ranch committed to paying the City \$2.3 million. The City has received the funds and allows the City to utilize the funds for the fire station.
- At the recent October 7, 2024, City Council meeting, the City Council approved the Fourth Operating Memorandum which requires Glen Loma Ranch to convey the fire station parcel to the City and pay \$7.2 million in lieu of constructing the fire station subject to certain City approvals and recordation of remaining development documents.

This staff report is related to the first funding obligation outlined in the Fourth Operating Memorandum which requires Glen Loma Ranch to dedicate the fire station parcel. In addition, the first funding obligation requires Glen Loma to deposit a cash payment of \$542,906 and assign \$1,046,337 of TIF reimbursements to the City, at the close of escrow, subject to certain City confirmations and Right-to-Entry for the purposes of boundary conform grading and related activities. The Fourth Operating Memorandum is attached to this staff report.

ANALYSIS

The terms of the Fourth Operating Memorandum obligate Glen Loma Ranch to convey the fire station parcel to the City and pay the City \$7.2 million in lieu of constructing the fire station over four funding obligations.

This staff report pertains to the first funding obligation, which requires both parties to do the following:

Glen Loma Ranch is to:

1. Execute an assignment of the TIF reimbursements in the amount of \$1,046,337 to the City.
2. Deposit \$542,906 in cash payment to the escrow.
3. Dedicate the fire station parcel to the City via a Grant Deed in a recordable form.

The City is to:

1. Provide certain written confirmations for Uvas Park Drive and Miller Avenue intersection, Zone 2 Water Tank Requirements, Commercial Use Exemption in the Town Center Flex Area, and Consistency with Glen Loma Ranch Specific Plan.
2. Right-of-Entry to the parcel, after the parcel has been dedicated, for Glen Loma Ranch to construct certain improvements for boundary conforms grading and related activities.

The City has provided the written confirmations, and the forms of TIF assignment and the Right-to-Entry documents. The cash payment is expected to be remitted with the closing of the escrow.

Concerning the dedication of the fire station parcel, attached to the staff report is the form of the Grant Deed and the estimated escrow settlement. There is no financial consideration from the City to Glen Loma Ranch for the dedication of the fire station parcel; however, the parcel was appraised to determine its fair market value for the Title Policy and the gift tax forms necessary for Glen Loma Ranch. The appraisal was conducted by an independent appraiser, Valbridge Property Advisors, and the fair market value is determined to be \$1,315,000.

Pursuant to the California Government Code section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant. The City Council is recommended to authorize the City Administrator to accept the Grant Deed for the future Fire Station Parcel and execute all necessary documents as appropriate. The certificate of acceptance is attached to the staff report.

ALTERNATIVES

The City Council could decide not to accept the Grant Deed of the fire station parcel. This is not recommended, as the City Council approved the Fourth Operating Memorandum to receive the dedication of the land so that the City can commence construction of the needed fire station.

FISCAL IMPACT/FUNDING SOURCE

At the close of the first escrow, the City will receive the fire station parcel conveyance, a cash payment of \$542,906, and an assignment of the TIF reimbursements valued at \$1,046,337, from the City's Traffic Impact Fund (425). The cash payment as well as the amount assigned under the TIF reimbursement will be deposited to the City's Capital Projects Fund (400) to fund the construction of the future fire station.

NEXT STEPS

Upon close of escrow, on or about December 18, 2024, the City will gain access to the parcel and will be able to complete the design and commence the construction of the fire station.

Attachments:

1. Grant Deed
2. Estimated Settlement Statement
3. Certificate of Acceptance of Conveyance

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT**AND WHEN RECORDED MAIL DOCUMENT TO:**The City of Gilroy
(TBD)

Space Above This Line for Recorder's Use Only

A.P.N.: 808-58-004

File No.: 0131-627786ala (tb)

GRANT DEEDThe Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$**0.00** - **R&T 11922 Governmental agency acquiring title**; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- [] computed on the consideration or full value of property conveyed, OR
 [] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
 [] unincorporated area; [**X**] City of **Gilroy**, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

[] _____
 Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Christopher Family Partnership, a California limited partnership and Christopher Ranch LLC, a (TBD)_____ limited liability company and D. Christopher & Sons, LLC, a (TBD)_____ limited liability company and Filice Family Estate, a California limited partnership**

hereby GRANTS to **The City of Gilroy, a municipal corporation of the State of California**

the following described property in the City of **Gilroy**, County of **Santa Clara**, State of **California**:

Parcel Q as shown on the map entitled "TRACT 10472 TOWN CENTER", recorded September 24, 2020, in Book 932 of Maps at Pages 55-61, Santa Clara County records.

Grant Deed - continued

File No.: **0131-627786ala**
(tb)

Dated: December 04, 2024

The Christopher Family Partnership, a California
limited partnership

By: _____

Name: _____

Title: _____

Christopher Ranch LLC, a (TBD) limited liability
company

By: _____

Name: _____

Title: _____

D. Christopher & Sons, LLC, a (TBD) limited
liability company

By: _____

Name: _____

Title: _____

Filice Family Estate, a California limited
partnership

By: _____

Name: _____

Title: _____

Grant Deed - continued

File No.: **0131-627786ala**
(tb)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

File No: 0131-627786ala
 Printed: 12/04/2024, 10:23 AM
 Officer/Escrow Officer: Tammi
 Buna/BC
 Settlement Location:
 4750 Willow Road, Suite 275,
 Pleasanton, CA 94588

First American Title Company

4750 Willow Road, Suite 275 • Pleasanton, CA 94588

Phone: (925)738-4050 Fax: (866)648-7806

Estimated Settlement Statement**Amended:****Wednesday Dec 4, 2024 10:23 AM**

First American Title™

Property Address: Parcel Q Tract 10472, Gilroy, CA

Buyer: The City of Gilroy

Seller: The Christopher Family Partnership; Christopher Ranch LLC; D. Christopher & Sons, LLC; Filice Family Estate

Lender:

Estimated Settlement Date: 12/19/2024

Disbursement Date:

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Prorations/Adjustments		
542,906.00		SCVWD Reimbursement (Cash Payment)		542,906.00
1,046,337.00		TIF Reimbursements (by Assignment)		1,046,337.00
		Title Charges & Escrow / Settlement Charges		
2,568.00		Title - Owner's Title Insurance ALTA Owner's Policy (\$1,315,000.00) to First American Title Company		
31.00		Title - Recording Service Recording Services to First American Title Company		
2,375.00		Title - Escrow Fee Escrow Fee to First American Title Company		
		Government Recording and Transfer Charges		
		Record Deed (EST.) to Santa Clara County Clerk - Recorder	100.00	
1,446.50		County Documentary Transfer Tax (TBD) to Santa Clara County Clerk - Recorder		
1,595,663.50	0.00	Subtotals	100.00	1,589,243.00
		Due To Buyer	1,589,143.00	
	1,595,663.50	Due From Seller		
1,595,663.50	1,595,663.50	Totals	1,589,243.00	1,589,243.00

No Tax Prorations through Escrow

Escrow related fees including separate fees for overnight mail- courier or notary services that are not included as part of First American's filed escrow fee may include a markup over the direct cost to First American for such services.

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a

This is a summary of the closing transaction prepared by First American Title Company. This document is not intended to replace the Closing Disclosure form.

bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Acknowledgement

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

This is a summary of the closing transaction prepared by First American Title Company. This document is not intended to replace the Closing Disclosure form.

Seller(s)**Buyer(s)**

The Christopher Family Partnership, a California limited partnership

The City of Gilroy, a municipal corporation of the State of California

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Christopher Ranch LLC, a (TBD) limited liability company

By: _____

Name: _____

Title: _____

D. Christopher & Sons, LLC, a (TBD) limited liability company

By: _____

Name: _____

Title: _____

Filice Family Estate, a California limited partnership

By: _____

Name: _____

Title: _____

This is a summary of the closing transaction prepared by First American Title Company. This document is not intended to replace the Closing Disclosure form.

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

Certificate of Acceptance of Conveyance to the City of Gilroy by

This is to certify that the interest in real property conveyed by the Grant Deed from _____, dated _____, 2024 to the City of Gilroy, a municipal corporation of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City of Gilroy pursuant to authority conferred by Resolution No. 2015-55 of the City of Gilroy adopted October 26, 2015, a certified copy of which resolution is on record in the office of the County Recorder of the County of Santa Clara, State of California, document #23133758, dated November 3, 2015 and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on _____, 2024.

By: _____
 Jimmy Forbis
 City Administrator
 City of Gilroy



City of Gilroy

STAFF REPORT

Agenda Item Title: **Acceptance of the Official Canvass of 2024 Municipal Election Results**

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: City Clerk

Submitted By: Beth Minor, Interim City Clerk

Prepared By: Beth Minor, Interim City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Adopt the Resolution accepting the certification of the November 5, 2024 election results; and
2. Declare elected Zach Hilton, Terence Fugazzi, Kelly Ramirez, to the Gilroy City Council for a full term of four (4) years each; and
3. Declare elected Greg Bozzo, to the position of Mayor of the Gilroy City Council for a full term of four (4) years; and
4. Declare Public Safety Special Transactions and Use Tax Measure C not ratified.

EXECUTIVE SUMMARY

Pursuant to City Council Resolution No. 2024-21, a general municipal election was held and conducted in the City of Gilroy on Tuesday, November 5, 2024 for the election of three members to the City Council, one Mayor, all full four-year, as required by law and the Charter of the City. Additionally, a Public Safety Special Transactions and use Tax (Sales Tax) measure, Measure C was on the ballot. The election was consolidated with the County and the results of the election have been canvassed by the Registrar of Voters and certified by the City Clerk. The Council has before it a Resolution to accept these elections results.

BACKGROUND

Three seats on the City Council and one Mayoral seat expire in December of 2024. The City consolidated election services with the Santa Clara County Registrar of Voters in accordance with

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City Charter Sections 1400 and 1402, and following all provisions of the California Elections Code with regards to the election of candidates and municipal initiative measures. The three City Council members whose terms were expiring, thereby making their seats eligible for the election, were Rebeca Armendariz, Zach Hilton, and Fred Tovar. Incumbents Rebeca Armendariz, Zach Hilton, and Fred Tovar sought re-election. Three additional candidates, Stefanie Elle, Terence Fugazzi, and Kelly Ramirez, filed nomination papers and qualified to run in the election. The Mayor's term, held by Marie Blankley, was expiring, thereby making her seat eligible for the election. Marie Blankley filed nomination papers and was qualified to run in the election. Additionally, Greg Bozzo filed nomination papers and was qualified to run in the election for the mayor term.

The Registrar of Voters has canvassed the returns of the election and has submitted them to the City Clerk. As elections official the City Clerk has certified the canvass of the results of the November 5, 2024 election. The City Council is now required to adopt a resolution reciting the fact of the election and declaring elected the persons for whom the highest number of votes was cast for each office.

The following Mayoral candidate had the highest number of votes cast in the canvass of returns for a full four-year term:

GREG BOZZO

The following three candidates had the highest number of votes cast in the canvass of returns for the office of City Council for full four-year terms:

ZACHARY HILTON
TERENCE FUGAZZI
KELLY RAMIREZ

With regards to the Public Safety Tax Measure, Measure C, the ROV's Certificate of Results and Official Canvass, attached to the accompanying resolution, shows the measure failed.

The Public Safety Tax measure failed as it did not receive the required 66 2/3 votes.

Elections Code Section 10263 (b) requires the governing body to meet at its usual place of meeting no later than the next regularly scheduled meeting following presentation of the 30-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers.

CONCLUSION

Staff recommends the Council adopt the Resolution accepting the certification of the November 5, 2024 election results.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GILROY APPROVING AND ADOPTING THE CERTIFICATION OF THE CANVASS OF THE GENERAL MUNICIPAL ELECTION AND DECLARING RESULTS OF SAID ELECTION HELD IN THE CITY OF GILROY ON NOVEMBER 5, 2024

WHEREAS, a consolidated General Municipal Election was held and conducted in the City of Gilroy on Tuesday, November 5, 2024, as required by law and the Charter of said City, for the purpose of electing to office three City Council Members for full four-year terms, and one Mayor for full four-year term; and

WHEREAS, a consolidated General Municipal Election was held and conducted in the City of Gilroy on Tuesday, November 5, 2024, for the purpose of electing for and against Measure C; and

WHEREAS, notice of said election was duly and legally given, voting precincts were properly established, election officers were appointed and election supplies furnished and in all respects said election was held and conducted by the County of Santa Clara, and the votes cast were received and canvassed and the returns thereof made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California governing Municipal Elections; and

WHEREAS, the Registrar of Voters of Santa Clara County, having canvassed the returns of said election, certified on December 5, 2024, a full, true, and correct Statement of the Results of all votes cast at the said election for each candidate, and for the outcome of the election on Measure C, the result of which the Gilroy City Council accepts, and finds that the number of votes cast, the names of the persons voted for and other matters required to be as hereinafter stated; and

WHEREAS, said canvass was duly completed and the results thereof were certified by the City Clerk and submitted to this Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED, DECLARED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GILROY AS FOLLOWS:

SECTION 1. That said consolidated General Municipal Election was held and conducted in the City of Gilroy, County of Santa Clara, State of California, in the form, time, and manner as required by law; the canvass of the returns of the votes cast and the counting of vote-by-mail ballots cast in said City for the Office City Council Member and the Office of Mayor, and Measure C was duly held by the Registrar of Voters in accordance with the order of the

Council and in accordance with law, and the Registrar of Voters has executed a certificate of the results of such canvass, which certificate is hereto attached, as Exhibit "A".

SECTION 2. That the names of persons voted for at the general municipal election for Member of the City Council are as follows: Rebeca Armendariz, Stefanie Elle, Terence Fugazzi, Zach Hilton, Kellie Ramirez, and Fred Tovar.

SECTION 3. That the names of persons voted for at the general municipal election for Mayor of the City of Gilroy are as follows: Marie Blankley and Greg Bozzo.

SECTION 4. That the Ballot Measure voted upon at the special municipal election is as follows:

Measure C – Public Safety Special Transactions and Use Tax	
To generate funding that cannot be seized by the State, but stays in Gilroy and is dedicated to public safety (police, fire and ambulance) services and public safety infrastructure projects, shall Gilroy enact a 0.25 percent (one-quarter of one percent) transactions and use tax; and include a citizen oversight committee and annual audits for the tax?	YES
	NO

SECTION 5. Per Elections Code Section 10262 (b), said certificate of results has been examined by the City Clerk and has been certified by her to be complete, which certification is hereto attached, as Exhibit "B" and by this reference is made a part hereof.

SECTION 6. Said certificate has been examined and is hereby approved and adopted by this City Council as the official canvass of said municipal election as required by Elections Code Section 10263.

SECTION 7. The number of votes given at each precinct and the number of votes given in the City to each persons above named for respective offices for which the persons were candidates, and for and against the measure were listed as Exhibit "A", attached hereto.

SECTION 8. The names of the persons voted for, the offices for which they were voted, the number of votes received by each of said persons in each of said precincts and by vote by mail votes are shown on said Exhibit "A", attached hereto.

SECTION 9. The City Council does declare and determine:

At said general municipal election held in the City of Gilroy held on November 5, 2024, the following persons were elected to the following offices:

Greg Bozzo having was elected as Mayor to hold office for a term of four years, from and after Monday, December 9, 2024, and continuing until his respective

successor shall qualify.

Zach Hilton received was elected as member of the City Council to hold office for a term of four years, from and after Monday, December 9, 2024, and continuing until his respective successor shall qualify.

Terence Fugazzi was elected as member of the City Council to hold office for a term of four years, from and after Monday, December 9, 2024, and continuing until his respective successor shall qualify.

Kelly Ramirez was elected as member of the City Council to hold office for a term of four years, from and after Monday, December 9, 2024, and continuing until her respective successor shall qualify.

SECTION 10. The City Clerk shall make out and deliver to each of the persons elected a certificate of election, witnessed by her hand and duly authenticated. She shall also provide the constitutional oath of office to each elected official and ask them to subscribe thereto.

SECTION 11. Measure C- Public Safety Special Transactions and Use Tax having not received the required 66 2/3 vote is not ratified.

SECTION 12. The City Clerk shall enter this resolution in full in the minutes of this City Council as a statement of the result of said general municipal election.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Beth Minor, Interim City Clerk

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Mayor**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, City of Gilroy** to the Governing Board.
2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.
3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Mayor of the **City of Gilroy** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Greg Bozzo

was elected for the office of

Mayor, City of Gilroy

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

OATH OF OFFICE

Mayor, City of Gilroy

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, **Greg Bozzo**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

 Signature

Subscribed and sworn to (or affirmed) before me on this _____ day
 of _____, 20____, by _____, proved to
 me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____
 Person administering oath

(SEAL)

Title: _____

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Council Member**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, City of Gilroy** to the Governing Board.
2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.
3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Council Member of the **City of Gilroy** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Zach Hilton

was elected for the office of

Council Member, City of Gilroy

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

OATH OF OFFICE

Council Member, City of Gilroy

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, **Zach Hilton**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

 Signature

Subscribed and sworn to (or affirmed) before me on this _____ day
 of _____, 20____, by _____, proved to
 me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____
 Person administering oath

(SEAL)

Title: _____

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Council Member**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, City of Gilroy** to the Governing Board.
2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.
3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Council Member of the **City of Gilroy** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.




 Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Terence Fugazzi

was elected for the office of

Council Member, City of Gilroy

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

OATH OF OFFICE

Council Member, City of Gilroy

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, **Terence Fugazzi**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

 Signature

Subscribed and sworn to (or affirmed) before me on this _____ day
 of _____, 20____, by _____, proved to
 me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____
 Person administering oath

(SEAL)

Title: _____

CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, State of California, hereby declare:

1. A General Election was held in the County of Santa Clara, for the **Council Member**, on November 5, 2024 for the purpose of electing **one (1) full-term Member, City of Gilroy** to the Governing Board.
2. The official canvass of the returns of this election was conducted by the Office of the Registrar of Voters in accordance with the appropriate provisions of the Elections Code of the State of California.
3. The Statement of Votes Cast, now on file in my office and attached hereto, shows the number of votes for each candidate for the Council Member of the **City of Gilroy** and in each of the precincts and that the total shown for each candidate are true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

CERTIFICATE OF ELECTION

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

This certifies that, at the General Election held in and for the County of Santa Clara on November 5, 2024

Kelly Ramirez

was elected for the office of

Council Member, City of Gilroy

as appears by the official returns of the election and the Statement of Votes Cast now on file in my office.

IN WITNESS WHEREOF, I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara, hereby issue this official Certificate of Election this 5th day of December 2024.




Matt Moreles, Acting Registrar of Voters

OATH OF OFFICE

Council Member, City of Gilroy

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, **Kelly Ramirez**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

 Signature

Subscribed and sworn to (or affirmed) before me on this _____ day
 of _____, 20____, by _____, proved to
 me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____
 Person administering oath

(SEAL)

Title: _____



CERTIFICATION OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

I, **BETH MINOR**, Interim City Clerk and Elections Official of the **City of Gilroy**, do hereby certify that the attached Certificate of Elections Results of the November 5, 2024 City of Gilroy General Municipal Election submitted by the Santa Clara County Registrar of Voters is an original and correct copy of a said official canvass of the returns of said city election for the purpose of electing **Three (3) Council Members** to the **Gilroy City Council**, **One (1) Mayor** to the **Gilroy City Council**, and **one (1) ballot measure**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Gilroy on this **9th** day of **December 2024**.

Beth Minor, Interim City Clerk / Elections Official
City of Gilroy



CERTIFICATE OF ELECTION RESULTS

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SANTA CLARA)

I, Matt Moreles, Acting Registrar of Voters of the County of Santa Clara in the State of California, do hereby declare as follows:

A General Election was held in the County of Santa Clara, in the **City of Gilroy**, on November 5, 2024 for the purpose of submitting the following measure to the voters:

C To generate funding that cannot be seized by the State, but stays in Gilroy and is dedicated to public safety (police, fire and ambulance) services and public safety infrastructure projects, shall Gilroy enact a 0.25 percent (one-quarter of one percent) transactions and use tax; and include a citizen oversight committee and annual audits for the tax?

The results of the election were canvassed by the County of Santa, Office of the Registrar of Voters in accordance with applicable provisions of the California Elections Code; and,

The Statement of Votes Cast, now on file at my office, shows the whole number of votes cast for **Measure C** in each of the precincts and the total shown is true and correct.

WITNESS my hand and Official Seal this 5th day of December 2024.





 Matt Moreles, Acting Registrar of Voters

1 Measure C - City of Gilroy, Public Safety Special Transactions & Use Tax						
		Registered Voters	Voters Cast	Turnout (%)	Yes	No
0004918	In-Person	2272	343	15.10 %	230	88
0004918	Mail Voting	2272	979	43.09 %	560	354
0004918	Total	2272	1322	58.19 %	790	442
0004919	In-Person	2619	266	10.16 %	145	98
0004919	Mail Voting	2619	1836	70.10 %	975	722
0004919	Total	2619	2102	80.26 %	1120	820
0004920	In-Person	388	53	13.66 %	33	14
0004920	Mail Voting	388	193	49.74 %	110	73
0004920	Total	388	246	63.40 %	143	87
0004921	In-Person	1819	137	7.53 %	67	58
0004921	Mail Voting	1819	1278	70.26 %	729	456
0004921	Total	1819	1415	77.79 %	796	514
0004922	In-Person	976	90	9.22 %	41	36
0004922	Mail Voting	976	667	68.34 %	341	274
0004922	Total	976	757	77.56 %	382	310
0004923	In-Person	2195	257	11.71 %	151	82
0004923	Mail Voting	2195	1196	54.49 %	683	420
0004923	Total	2195	1453	66.20 %	834	502
0004925	In-Person	2905	289	9.95 %	151	114
0004925	Mail Voting	2905	1971	67.85 %	1066	773
0004925	Total	2905	2260	77.80 %	1217	887
0004926	In-Person	1540	151	9.81 %	80	55
0004926	Mail Voting	1540	1070	69.48 %	638	352
0004926	Total	1540	1221	79.29 %	718	407
0004928	In-Person	2757	298	10.81 %	164	106
0004928	Mail Voting	2757	1931	70.04 %	1067	729
0004928	Total	2757	2229	80.85 %	1231	835
0004930	In-Person	1589	201	12.65 %	108	70
0004930	Mail Voting	1589	1457	91.69 %	827	543
0004930	Total	1589	1658	104.34 %	935	613
0004933	In-Person	2483	285	11.48 %	171	96
0004933	Mail Voting	2483	1415	56.99 %	807	529
0004933	Total	2483	1700	68.47 %	978	625
0004937	In-Person	1457	182	12.49 %	100	62
0004937	Mail Voting	1457	708	48.59 %	433	230
0004937	Total	1457	890	61.08 %	533	292
0004939	In-Person	3463	326	9.41 %	203	95
0004939	Mail Voting	3463	1865	53.86 %	1030	710
0004939	Total	3463	2191	63.27 %	1233	805
0004940	In-Person	1223	124	10.14 %	70	44
0004940	Mail Voting	1223	830	67.87 %	456	322
0004940	Total	1223	954	78.00 %	526	366
0004941	In-Person	3112	373	11.99 %	226	120
0004941	Mail Voting	3112	1487	47.78 %	807	588
0004941	Total	3112	1860	59.77 %	1033	708
0004945	In-Person	2611	298	11.41 %	184	84
0004945	Mail Voting	2611	1351	51.74 %	785	475
0004945	Total	2611	1649	63.16 %	969	559
Total - In-Person		33409	3673	10.99 %	2124	1222
Total - Mail Voting		33409	20234	60.56 %	11314	7550

1 Measure C - City of Gilroy, Public
Safety Special Transactions & Use
Tax

		Registered Voters	Voters Cast	Turnout (%)	Yes	No
Contest Total		33409	23907	71.56 %	13438	8772

1 Measure C - City of Gilroy, Public Safety Special Transactions & Use Tax						
		Registered Voters	Voters Cast	Turnout (%)	Yes	No
18th Congressional District	In-Person	33409	3673	10.99 %	2124	1222
18th Congressional District	Mail Voting	33409	20234	60.56 %	11314	7550
18th Congressional District	Total	33409	23907	71.56 %	13438	8772
15th Senatorial District	In-Person	33409	3673	10.99 %	2124	1222
15th Senatorial District	Mail Voting	33409	20234	60.56 %	11314	7550
15th Senatorial District	Total	33409	23907	71.56 %	13438	8772
29th Assembly District	In-Person	33409	3673	10.99 %	2124	1222
29th Assembly District	Mail Voting	33409	20234	60.56 %	11314	7550
29th Assembly District	Total	33409	23907	71.56 %	13438	8772
State Board of Equalization #2	In-Person	33409	3673	10.99 %	2124	1222
State Board of Equalization #2	Mail Voting	33409	20234	60.56 %	11314	7550
State Board of Equalization #2	Total	33409	23907	71.56 %	13438	8772
County of Santa Clara	In-Person	33409	3673	10.99 %	2124	1222
County of Santa Clara	Mail Voting	33409	20234	60.56 %	11314	7550
County of Santa Clara	Total	33409	23907	71.56 %	13438	8772
1st Supervisorial District	In-Person	33409	3673	10.99 %	2124	1222
1st Supervisorial District	Mail Voting	33409	20234	60.56 %	11314	7550
1st Supervisorial District	Total	33409	23907	71.56 %	13438	8772
City of Gilroy	In-Person	33409	3673	10.99 %	2124	1222
City of Gilroy	Mail Voting	33409	20234	60.56 %	11314	7550
City of Gilroy	Total	33409	23907	71.56 %	13438	8772
Total - In-Person		33409	3673	10.99 %	2124	1222
Total - Mail Voting		33409	20234	60.56 %	11314	7550
Contest Total		33409	23907	71.56 %	13438	8772

1 City of Gilroy Mayor						
		Registered Voters	Voters Cast	Turnout (%)	Marie Blankley	Greg Bozzo
18th Congressional District	In-Person	33409	3696	11.06 %	1485	1896
18th Congressional District	Mail Voting	33409	20325	60.84 %	9578	9378
18th Congressional District	Total	33409	24021	71.90 %	11063	11274
15th Senatorial District	In-Person	33409	3696	11.06 %	1485	1896
15th Senatorial District	Mail Voting	33409	20325	60.84 %	9578	9378
15th Senatorial District	Total	33409	24021	71.90 %	11063	11274
29th Assembly District	In-Person	33409	3696	11.06 %	1485	1896
29th Assembly District	Mail Voting	33409	20325	60.84 %	9578	9378
29th Assembly District	Total	33409	24021	71.90 %	11063	11274
State Board of Equalization #2	In-Person	33409	3696	11.06 %	1485	1896
State Board of Equalization #2	Mail Voting	33409	20325	60.84 %	9578	9378
State Board of Equalization #2	Total	33409	24021	71.90 %	11063	11274
County of Santa Clara	In-Person	33409	3696	11.06 %	1485	1896
County of Santa Clara	Mail Voting	33409	20325	60.84 %	9578	9378
County of Santa Clara	Total	33409	24021	71.90 %	11063	11274
1st Supervisorial District	In-Person	33409	3696	11.06 %	1485	1896
1st Supervisorial District	Mail Voting	33409	20325	60.84 %	9578	9378
1st Supervisorial District	Total	33409	24021	71.90 %	11063	11274
City of Gilroy	In-Person	33409	3696	11.06 %	1485	1896
City of Gilroy	Mail Voting	33409	20325	60.84 %	9578	9378
City of Gilroy	Total	33409	24021	71.90 %	11063	11274
Total - In-Person		33409	3696	11.06 %	1485	1896
Total - Mail Voting		33409	20325	60.84 %	9578	9378
Contest Total		33409	24021	71.90 %	11063	11274

1 City of Gilroy Mayor						
		Registered Voters	Voters Cast	Turnout (%)	Marie Blankley	Greg Bozzo
0004918	In-Person	2272	343	15.10 %	142	176
0004918	Mail Voting	2272	981	43.18 %	413	488
0004918	Total	2272	1324	58.27 %	555	664
0004919	In-Person	2619	267	10.19 %	108	138
0004919	Mail Voting	2619	1843	70.37 %	1009	682
0004919	Total	2619	2110	80.57 %	1117	820
0004920	In-Person	388	54	13.92 %	25	23
0004920	Mail Voting	388	193	49.74 %	83	95
0004920	Total	388	247	63.66 %	108	118
0004921	In-Person	1819	137	7.53 %	42	80
0004921	Mail Voting	1819	1281	70.42 %	648	556
0004921	Total	1819	1418	77.95 %	690	636
0004922	In-Person	976	90	9.22 %	27	52
0004922	Mail Voting	976	677	69.36 %	355	290
0004922	Total	976	767	78.59 %	382	342
0004923	In-Person	2195	260	11.85 %	95	140
0004923	Mail Voting	2195	1203	54.81 %	606	511
0004923	Total	2195	1463	66.65 %	701	651
0004925	In-Person	2905	289	9.95 %	128	146
0004925	Mail Voting	2905	1980	68.16 %	1007	849
0004925	Total	2905	2269	78.11 %	1135	995
0004926	In-Person	1540	152	9.87 %	64	77
0004926	Mail Voting	1540	1074	69.74 %	528	461
0004926	Total	1540	1226	79.61 %	592	538
0004928	In-Person	2757	297	10.77 %	126	147
0004928	Mail Voting	2757	1932	70.08 %	949	844
0004928	Total	2757	2229	80.85 %	1075	991
0004930	In-Person	1589	203	12.78 %	87	97
0004930	Mail Voting	1589	1470	92.51 %	668	716
0004930	Total	1589	1673	105.29 %	755	813
0004933	In-Person	2483	285	11.48 %	119	146
0004933	Mail Voting	2483	1418	57.11 %	612	730
0004933	Total	2483	1703	68.59 %	731	876
0004937	In-Person	1457	182	12.49 %	83	84
0004937	Mail Voting	1457	715	49.07 %	373	305
0004937	Total	1457	897	61.56 %	456	389
0004939	In-Person	3463	331	9.56 %	135	175
0004939	Mail Voting	3463	1879	54.26 %	831	934
0004939	Total	3463	2210	63.82 %	966	1109
0004940	In-Person	1223	123	10.06 %	48	66
0004940	Mail Voting	1223	831	67.95 %	348	424
0004940	Total	1223	954	78.00 %	396	490
0004941	In-Person	3112	385	12.37 %	149	187
0004941	Mail Voting	3112	1491	47.91 %	625	744
0004941	Total	3112	1876	60.28 %	774	931
0004945	In-Person	2611	298	11.41 %	107	162
0004945	Mail Voting	2611	1357	51.97 %	523	749
0004945	Total	2611	1655	63.39 %	630	911
Total - In-Person		33409	3696	11.06 %	1485	1896
Total - Mail Voting		33409	20325	60.84 %	9578	9378

1 City of Gilroy Mayor						
		Registered Voters	Voters Cast	Turnout (%)	Marie Blankley	Greg Bozzo
Contest Total		33409	24021	71.90 %	11063	11274

1 City of Gilroy Council Member

		Registered Voters	Voters Cast	Turnout (%)	Terence Fugazzi	Fred Tovar	Stefanie Elle	Zach Hilton	Rebecca Armenia	Kelly Ramirez
18th Congressional District	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
18th Congressional District	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
18th Congressional District	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
15th Senatorial District	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
15th Senatorial District	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
15th Senatorial District	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
29th Assembly District	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
29th Assembly District	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
29th Assembly District	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
State Board of Equalization #2	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
State Board of Equalization #2	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
State Board of Equalization #2	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
County of Santa Clara	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
County of Santa Clara	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
County of Santa Clara	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
1st Supervisorial District	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
1st Supervisorial District	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
1st Supervisorial District	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
City of Gilroy	In-Person	33409	3696	11.06 %	1763	1152	991	1465	810	1033
City of Gilroy	Mail Voting	33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
City of Gilroy	Total	33409	24021	71.90 %	10072	8625	7718	10895	5689	9012
Total - In-Person		33409	3696	11.06 %	1763	1152	991	1465	810	1033
Total - Mail Voting		33409	20325	60.84 %	8309	7473	6727	9430	4879	7979
Contest Total		33409	24021	71.90 %	10072	8625	7718	10895	5689	9012

1 City of Gilroy Council Member										
		Registered Voters	Voters Cast	Turnout (%)	Terence Fugazzi	Fred Tovar	Stefanie Elle	Zach Hilton	Rebecca Armenia	Kelly Ramirez
0004918	In-Person	2272	343	15.10 %	145	109	76	135	115	85
0004918	Mail Voting	2272	981	43.18 %	277	366	229	455	398	328
0004918	Total	2272	1324	58.27 %	422	475	305	590	513	413
0004919	In-Person	2619	267	10.19 %	141	64	81	110	46	79
0004919	Mail Voting	2619	1843	70.37 %	781	636	627	876	374	806
0004919	Total	2619	2110	80.57 %	922	700	708	986	420	885
0004920	In-Person	388	54	13.92 %	22	24	9	24	21	11
0004920	Mail Voting	388	193	49.74 %	65	81	44	89	84	63
0004920	Total	388	247	63.66 %	87	105	53	113	105	74
0004921	In-Person	1819	137	7.53 %	73	46	41	56	15	31
0004921	Mail Voting	1819	1281	70.42 %	537	481	507	638	268	516
0004921	Total	1819	1418	77.95 %	610	527	548	694	283	547
0004922	In-Person	976	90	9.22 %	45	22	23	33	13	23
0004922	Mail Voting	976	677	69.36 %	319	250	234	272	136	329
0004922	Total	976	767	78.59 %	364	272	257	305	149	352
0004923	In-Person	2195	260	11.85 %	118	85	64	101	65	61
0004923	Mail Voting	2195	1203	54.81 %	427	491	356	580	308	381
0004923	Total	2195	1463	66.65 %	545	576	420	681	373	442
0004925	In-Person	2905	289	9.95 %	149	72	97	107	39	93
0004925	Mail Voting	2905	1980	68.16 %	939	704	727	879	379	885
0004925	Total	2905	2269	78.11 %	1088	776	824	986	418	978
0004926	In-Person	1540	152	9.87 %	82	41	60	61	27	42
0004926	Mail Voting	1540	1074	69.74 %	463	359	421	478	206	466
0004926	Total	1540	1226	79.61 %	545	400	481	539	233	508
0004928	In-Person	2757	297	10.77 %	174	84	101	103	37	95
0004928	Mail Voting	2757	1932	70.08 %	846	680	717	935	387	752
0004928	Total	2757	2229	80.85 %	1020	764	818	1038	424	847
0004930	In-Person	1589	203	12.78 %	82	63	47	83	55	55
0004930	Mail Voting	1589	1470	92.51 %	571	545	467	678	395	525
0004930	Total	1589	1673	105.29 %	653	608	514	761	450	580
0004933	In-Person	2483	285	11.48 %	147	102	78	123	68	77
0004933	Mail Voting	2483	1418	57.11 %	568	579	434	645	379	527
0004933	Total	2483	1703	68.59 %	715	681	512	768	447	604
0004937	In-Person	1457	182	12.49 %	82	61	51	73	39	48
0004937	Mail Voting	1457	715	49.07 %	292	241	223	349	180	256
0004937	Total	1457	897	61.56 %	374	302	274	422	219	304
0004939	In-Person	3463	331	9.56 %	158	107	68	143	78	109
0004939	Mail Voting	3463	1879	54.26 %	762	682	599	862	513	725
0004939	Total	3463	2210	63.82 %	920	789	667	1005	591	834
0004940	In-Person	1223	123	10.06 %	64	42	44	42	22	35
0004940	Mail Voting	1223	831	67.95 %	378	305	303	373	146	377
0004940	Total	1223	954	78.00 %	442	347	347	415	168	412
0004941	In-Person	3112	385	12.37 %	166	126	80	161	100	113
0004941	Mail Voting	3112	1491	47.91 %	584	552	433	718	385	535
0004941	Total	3112	1876	60.28 %	750	678	513	879	485	648
0004945	In-Person	2611	298	11.41 %	115	104	71	110	70	76
0004945	Mail Voting	2611	1357	51.97 %	500	521	406	603	341	508
0004945	Total	2611	1655	63.39 %	615	625	477	713	411	584
Total - In-Person		33409	3696	11.06 %	1763	1152	991	1465	810	1033
Total - Mail Voting		33409	20325	60.84 %	8309	7473	6727	9430	4879	7979

1 City of Gilroy Council Member											
		Registered Voters	Voters Cast	Turnout (%)		Terence Fugazzi	Fred Tovar	Stefanie Elle	Zach Hilton	Rebecca Armandariz	Kelly Ramirez
Contest Total		33409	24021	71.90 %		10072	8625	7718	10895	5689	9012



City of Gilroy

STAFF REPORT

Agenda Item Title: Selection of Mayor Pro Tempore Following the November 5, 2024 General Election

Meeting Date: December 9, 2024

From: Jimmy Forbis, City Administrator

Department: City Clerk

Submitted By: Beth Minor, Interim City Clerk

Prepared By: Beth Minor, Interim City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Elect a Mayor Pro Tempore for calendar year 2025.

EXECUTIVE SUMMARY

The City Charter contains the requirement to elect a Mayor Pro Tempore following the "election or appointment of a member to the Council."

Following the election of November 5, 2024, it is appropriate that the Council elect a new Mayor Pro Tempore for the calendar year 2025.

BACKGROUND

Section 502 of the Charter is entitled "Mayor Pro Tempore" and describes the following:

"At the first meeting of the Council following the election or appointment of a member to the Council, the Council shall elect one of its members as Mayor Pro Tempore who shall act as Mayor during the absence or inability of the Mayor to act. In the case of the temporary absence or disability of both the Mayor and the Mayor Pro Tempore, the Council shall elect one of its members to act as Mayor Pro Tempore."

As new Council Members have started their terms on December 9, 2024, it is now appropriate that the Council elect a new Mayor Pro Tempore to serve during the calendar year 2025.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact.

PUBLIC OUTREACH

This item was listed on the agenda for tonight and the agenda was posted outside of Council Chambers.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees**

Meeting Date: December 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

Approve representative seat assignments as determined by Mayor Bozzo per California Government Code Section 40605.

BACKGROUND

Pursuant to California Government Code Section 40605, Mayor Bozzo has reviewed the Council's appointments to regional and local boards and committees. After a thorough examination, he has recommended changes in appointments for 2025, including required adjustments to reflect changes in elected council members since the November 5, 2024 election. Below is the list of appointments for 2025

Board or Committee Name	Representative(s)	Alternate(s)
Association of Bay Area Governments (ABAG)	Marques	Ramirez
Cal Train Citizen Advisory Committee CAC	Steven Seebart	N/A
Cal Train Policy Group	Hilton	Cline
Downtown Committee (5)	N/A	N/A
Gilroy Economic Dev. Partnership (2) (Inactive)	N/A	N/A

Board or Committee Name	Representative(s)	Alternate(s)
Gil. Gardens Board of Directors	Bozzo	Ramirez
Sister Cities	Ramirez	Cline
Gilroy Youth Task Force	Cline	Ramirez
Santa Clara Expressway Plan 2040 Policy Advisory Board (PAB)	Cline	Hilton
Santa Clara County Library Joint Powers Authority	Bracco	Marques
Santa Clara Habitat Agency Board	Marques	N/A
Santa Clara Valley Agency Implementation Board	Marques	N/A
Santa Clara Water Commission	Bracco	Fugazzi
Valley Water Joint Water Resource Committee	Bracco, Bozzo	N/A
Silicon Valley Clean Energy Authority JPA Board	Hilton	Cline
Silicon Valley Regional Interoperability Authority Board (SVRIA)	Cline	Fugazzi
South County Regional Wastewater Auth. (SCRAW) (3)	Bracco, Fugazzi, Ramirez	Marques
South County Youth Task Force Policy Team	Bozzo	Hilton
Source Wise Advisory	Dyanne Hofstad	N/A
VTa Bike Ped. Advisory Com.	Eugene Bernosky	N/A
VTa Board of Directors	Mayor Mark Turner	Bozzo
VTa Mobility Partnership	Cline, Fugazzi	N/A
VTa Policy Advisory Committee	Hilton	Cline
Visit Gilroy Calif. Welcome Center	Fugazzi	Cline
Santa Clara Housing and Community Development Advisory Com. (HCDAC)	Ramirez	Bozzo
Cities Association of Santa Clara County	N/A	N/A



City of Gilroy

STAFF REPORT

Agenda Item Title: Commemorative Flag Application Review for Calendar Year 2025

Meeting Date: December 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

Not Applicable

RECOMMENDATION

Council consideration regarding the Commemorative Flag Flying Application for the Progressive Pride Flag.

BACKGROUND

At the February 7, 2022 City Council regular meeting, Council adopted the amended and restated Flying Flags at City Facilities Policy (Policy). The Policy identifies the requirements and application process established to receive approval to fly a commemorative flag at City Hall.

ANALYSIS

The City received one application during the application window for requesting a commemorative flag attached to this staff report. The flag application is to fly the Progressive Pride Flag in June. As this is the third year for the flag, signatures were required. The applicant submitted over the 150 signatures required as this is the second year of application. The applicant submitted the application fee along with the application itself.

The flag application does not feature any deviations from the prior year's application, which was approved. Staff is submitting the application to the Council for consideration.

Should the Council determine to approve the application, adoption of the attached resolution would be required per the adopted policy.

ALTERNATIVES

Council may choose to approve or reject the application.

FISCAL IMPACT/FUNDING SOURCE

No net cost is expected. The purchase of registered voter data was \$152. The largest fiscal impact is the cost of staff time in comparing voter registration records to those who signed onto the application, and the raising and lowering of the flag by City staff. The applicant provided the required application fee of \$552 which captures full cost recovery.

PUBLIC OUTREACH

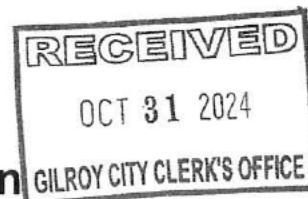
This item was included on the publicly posted agenda for this meeting.

NEXT STEPS

Staff will reach out to the applicant with the status of their application based on the Council action taken.

Attachments:

1. Commemorative Flag Application - Progressive Pride Flag
2. Flying Flags at City Facilities Policy
3. Letter of Support from State Senator John Laird
4. Letter of Support from Santa Clara County Supervisor Sylvia Arenas
5. Letter of Support from BAYMEC
6. Letter of Support from Congressional Representative Zoe Lofgren



City of Gilroy

Commemorative Flag Flying Application

Application Period: September 1, 2024 through October 31, 2024

Program Period: January 1, 2025 through December 31, 2025

Full Name: Carlos Pineda

Physical Address: [REDACTED]

Phone Number: [REDACTED] E-mail Address: [REDACTED]

Organization (if applicable): _____

Name of Flag Being Requested: Progressive Pride flag

Month the commemorative flag is requested to be flown: June

☒ Do you intend to hold a ceremony or event for the flag raising? (if not, leave checkbox blank)

Each applicant shall provide a statement of explanation or purpose of the proposed commemorative flag, including what the flag stands for; any local, national, or international affiliation; brief history; website address; and any other relevant information to be considered by the City Council. Please provide that description below.

- See attachment

Ceremony may include community speakers, elected officials, chairs, tables and resources all provided by community members.

The following supplemental pages or information are required to be included with the application at the time of application, and the applicant must check the appropriate boxes indicating if they are included.

Included Not Included

☒ ☐ Signature Sheets with a total of at least 150 signatures from registered voters in Gilroy. Signatures must be successfully verified by the City per the City Flag Flying Policy to count towards the total. Signatures are not required if an application was submitted in the prior year with 150 verified signatures.

If not included due to application last year with qualifying signatures, please check this box: ☐

☒ ☐ A document identifying the name and full color image accurately depicting the Commemorative Flag

☒ ☐ Application Fee of \$552 if signatures are required, \$25 if not.

☒ ☐ A document with a detailed description of the proposed flag raising ceremony or event (if application includes a ceremony or event)

RECEIVED
OCT 31 2024
GILROY CITY CLERK'S OFFICE

Payment Amount: \$552.00
Transaction Amount: \$552.00
Date: 10/31/2024 09:54AM
Internal Ref: 2024-02-443563
Request: SUSPEN - 2025

City of Gilroy

Commemorative Flag Flying Application

Application Period: September 1, 2024 through October 31, 2024

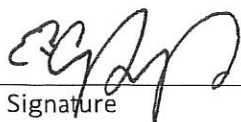
Program Period: January 1, 2025 through December 31, 2025

Applicant Certifications

I, the applicant, certify that I have read and understood each of the following conditions, as indicated by marked checkboxes next to each statement:

	Conditions
☒	If your Commemorative Flag is approved, you must provide the flag to be displayed substantially similar to the image submitted with this application, you must provide it to City staff for inspection five business days prior to its time to be flown, and it must meet the following specifications: • The flag shall be four feet tall by six feet wide • Reinforced grommets must be placed at top and bottom of flag side • 200 denier (or higher) rating nylon or polyester fabric
☒	If you decide to hold a ceremony or event, you may be required to obtain permits, including potentially a Special Event Permit and/or Encroachment Permit, and pay permit fees based on the nature of the event. These permit applications are separate from the Commemorative Flag Flying Application.
☒	Approval of the commemorative flag being flown by the City does not guarantee approval of a required permit for a proposed ceremony or event. Ceremonies or events are separately evaluated from the flag flying, based on the applicant's ceremony or event plan(s).
☒	If an event permit is deemed required and is not obtained, the ceremony or event cannot be held. In such cases, an approved Commemorative Flag will still be flown, but without a ceremony or event.
☒	If conditions of an issued, required permit are not met, the ceremony or event may be cancelled by the City at any time, without refund or financial liability to the event organizer(s). In such cases, an approved Commemorative Flag will still be flown, just without a ceremony or event.

I understand and agree that the information provided in this application and all supplemental information provided is true, accurate, and complete, to the best of my knowledge and belief.


Signature

10/30/24
Date

Carlos Pineda
Printed Name

Progressive Pride Flag



Month of June ~~2020-2021~~ 2025 ~ 2026

What Is the Progress Pride Flag? - LGBTQ Nation

What Does The Progress Pride Flag Mean?

The black and brown colors of the [Progress Pride Flag](#) represent marginalized LGBTQ people of color, as well as those living with AIDS/HIV and those who died from AIDS/HIV complications. Since the AIDS crisis of the 80s, it was POCs that were largely affected by HIV and AIDs.

Quasar also added the colors light blue, pink, and white to represent the transgender community. The colors, which appear on the transgender pride flag created by Monica Helms in 1999, mimic the shades traditionally associated with baby boys and baby girls, as well as those who are intersex, in transition, or non-binary, respectively.

According to Dezeen, Quasar included the new colors in a chevron pattern because he felt that “the six-striped LGBT flag should remain separated from the newer stripes as they differ in meaning” and to “shift focus and emphasis to what is important in our current community climate.” The climate in reference being the spate of police brutality experienced by POCs in and out

of the LGBTQ community, as well as the rise in violence and discrimination towards the trans community.

Thus, the inclusion of the chevron or arrow pattern, which points to the right to represent “forward movement” or progress. Its placement on the left side of the original rainbow flag indicates that “progress still needs to be made” for the represented communities.

Where to Purchase:

Amazon.com : progress pride flag <https://www.amazon.com/progress-pride-flag/s?k=progress+pride+flag>

City of Gilroy

Flying Flags at City

Facilities Policy



Amended and Restated February 7, 2021

Policy Effective February 8, 2022

City of Gilroy

Flying Flags at City Facilities Policy

Purpose

To create a Council policy regarding the flying of flags at City Facilities, inclusive of the flags of the United States, the State of California, Sister Cities, and any Commemorative Flags as may be authorized by the City Council.

Policy

I. Definitions

- a. “Applicant” shall mean an individual, business, corporation, organization or other entity residing or based within the City Limits of the City of Gilroy who submits an application to display a Commemorative Flag pursuant to this policy.
- b. “Application Cycle” shall mean a period of time as outlined in this policy for Applicants to submit an application for a Commemorative Flag to be displayed during the subsequent calendar year. Complete applications compliant with the requirements of this policy submitted during the Application Cycle will be submitted to the City Council for consideration.
- c. “Commemorative Flag” shall mean a flag that identifies with a specific date, historical event, cause, nation, or group of people, whereby the City honors or commemorates the date, event, cause, nation, or group of people by flying the flag.
- d. “Sister City Flag” shall mean a flag of another city that is an officially designated Sister City to the City of Gilroy.

II. General Policy

- a. It is the policy of the City of Gilroy that the City’s flag poles are not intended to serve as a forum for free expression by the public, but rather for the display of the Flags of the United States and the State of California. The flag poles located at all City facilities may also be used to display the flags of the City of Gilroy, any Sister City Flag, and any Commemorative Flag as may be authorized by the City Council as an expression of the City’s official sentiments.

III. Flags of the United States and the State of California

- a. The Flag of the United States and the Flag of the State of California shall be displayed in conformance with the requirements as provided in Title 1,

City of Gilroy

Flying Flags at City Facilities Policy

Division 2, Chapter 3 of the California Government Code entitled “Display of Flags”

- b. The Flag of the United States shall further be displayed and handled in accordance with Title 4, Chapter 1 of the United States Code entitled “The Flag”; sometimes referred to as the United States Flag Code. Where the language of this code is mandatory, the City shall comply with the requirement. Where this code provides advisory language, the City shall follow the advisory language to the extent feasible.

IV. **Flags of the City of Gilroy and any Sister City Flag**

- a. The Flag of the City of Gilroy, when displayed, shall be displayed in conformance with the requirements as provided in Title 1, Division 2, Chapter 3 of the California Government Code entitled “Display of Flags”
- b. Any Sister City Flags, when displayed, shall be flown in a manner subordinate to the requirements for the Flags of the United States and the State of California. Additionally, they shall be in the fourth position of honor, after the Flags of the United States, the State of California, and the City of Gilroy.

V. **Commemorative Flags**

- a. Requirements for Requesting the City to Display a Commemorative Flag
 - i. For an Applicant to request the display of a Commemorative Flag at the Gilroy City Hall, an application must be completed which shall require at a minimum the following:
 1. The full name, physical address, phone number, electronic mail address, and other such contact information for the applicant as may be requested by the City.
 2. The name and a full color image accurately depicting the Commemorative Flag.
 3. A statement of explanation or purpose of the Commemorative Flag, including what the flag stands for; any local, national, or international affiliation; brief history; website address; and any other relevant information to be considered by the City Council.
 4. The month in which the Commemorative Flag is requested to be displayed.
 5. A minimum of 150 signatures from registered voters in Gilroy, each of whom having reached the age of 18 years or greater and are successfully verified as meeting these requirements by the City through utility billing, property

City of Gilroy

Flying Flags at City Facilities Policy

owner information, or other means that may be available to the City. If the City is unable to verify that one or more signatures meet these requirements through available means of the City, the applicant will be advised of the number of signatures deemed unverifiable and removed from the total count.

- a. The signatures are required for the initial application when a commemorative flag is first requested. If the applicant re-applies each year for the same flag with the same information, the signature requirement is waived every other year, so long as the applications are continuous. If there is a break in the applications for a year or more and an applicant reapplies, even if the last application required signatures, the signature requirement will apply.
 6. Whether the applicant intends to hold a ceremony or event for the flag raising, and verification of the applicant's understanding regarding the requirement to obtain approvals and permits and pay fees to encroach upon or utilize any public right-of-way or City property for the event.
 7. An application fee, the amount of which shall be determined and updated/maintained as part of the Master Fee Schedule.
 8. If approved, the applicant must provide the flag to be flown. The flag must be provided to City staff for inspection of the actual flag to be displayed, which must conform with specifications as provided by the City for size, shape, and structure. The flag must be in acceptable condition for display, determined at the sole discretion of the City.
 - ii. The specific format of the application and submittal procedures shall be at the discretion of the City Administrator or their designee, so long as the requirements for Applicants as outlined in this policy are contained on the application.
 - iii. The Application Cycle shall open the first day of September (September 1st) each year and shall close at the end of business on the thirty-first day of October (October 31st) each year. Whenever either of these dates fall on a non-business day for the City, the deadlines shall move to the following business day for the City.
- b. Commemorative Flag Approval Process
- i. Applications that are complete and compliant with this policy shall be presented to the City Council for consideration during a City

City of Gilroy

Flying Flags at City Facilities Policy

Council meeting held before the end of December each year, after the close of the Application Cycle.

- ii. Council, in its sole discretion, shall consider the applications, and render a decision to approve which, if any, Commemorative Flags are approved for display.
- iii. The following requirements regarding approval of displaying Commemorative Flags shall be considered in determining which Commemorative Flags be approved for display:
 - 1. Only one flag may be displayed at a time.
 - 2. Each flag shall be displayed only for one calendar month, beginning with the first day of the month and ending on the last day of the month.
 - 3. Approval shall only be valid for one calendar year. A new application must be filed for any succeeding years, even for flags that have been approved for prior years. This is to allow open and equal opportunities for competing Commemorative Flags that may typically be displayed during the same month each year.
 - 4. Commemorative flags cannot contain messaging or content of the following nature: (a) promoting or opposing a political party, candidate, campaign, or political organization; (b): religious, commercial, racial or other discriminatory themes/speech, adult or sexually explicit, lewd, or obscene themes or materials; illegal activity; drug or alcohol themes or materials. Flag applications that contain these or reasonably related material shall not be considered.
- iv. Approval shall be completed via a resolution adopted by the City Council identifying the list of which Commemorative Flags were approved, and for which month.

c. Displaying of Commemorative Flags

- i. The City's involvement in the displaying of Commemorative Flags shall be limited to only the following:
 - 1. Raising of the Commemorative Flag in the earlier part of the morning of the first day of the month.
 - 2. Lowering of the Commemorative Flag in the late afternoon on the last day of the month.
 - 3. Announce the flag raising on the City's social media and electronic newsletter(s).
 - 4. Where the first or last day of the month lands on a weekend or observed City holiday, and City staff cannot raise or lower the flag on the exact day of either the beginning and/or end

City of Gilroy

Flying Flags at City Facilities Policy

of the month, the lowering of the previous month's flag will occur in the morning of the next business day, at the same time as the raising of the next month's flag.

- ii. Commemorative Flags may only be displayed on a flag pole located at City Hall.

d. Commemorative Flag Events

- i. Should an Applicant wish to host a ceremonial event, the applicant must file an application requesting an encroachment permit, special event permit, and/or a facility rental to have the event. The specific permits needed will depend upon the nature of the event and shall be at the discretion of the City. The Applicant will be required to pay the full application and permit fees for each permit that is required.
- ii. The application document shall contain language to advise the Applicant:
 - 1. To contact the Community Development Department to inquire about which permits may be required based on the type of event they would like to host.
 - 2. Information about the required deadlines to submit applications, and lead-times between when a permit application is submitted and when an approval or rejection decision is made.
 - 3. That such events are not approved unless and until an official approval of all required permits is granted.
 - 4. The application fees that must be paid by the applicant.
- iii. The normal fees, insurance requirements, attestations and permit requirements will be required to host the event, and that approval is not guaranteed because of the flag being raised, lowered, or displayed.
- iv. All conditions of approval in each permit, as required, must be followed for the event to be held.

CAPITOL OFFICE
1021 O STREET, SUITE 8720
SACRAMENTO, CA 95814
TEL (916) 651-4017
FAX (916) 651-4917

MONTEREY DISTRICT OFFICE
99 PACIFIC STREET, SUITE 575-F
MONTEREY, CA 93940
TEL (831) 657-6315
FAX (831) 657-6320

SAN LUIS OBISPO DISTRICT OFFICE
1026 PALM STREET, SUITE 201
SAN LUIS OBISPO, CA 93401
TEL (805) 549-3784
FAX (805) 549-3779

SANTA CRUZ DISTRICT OFFICE
701 OCEAN STREET, SUITE 318A
SANTA CRUZ, CA 95060
TEL (831) 425-0401
FAX (831) 425-5124

SANTA CLARA COUNTY SATELLITE OFFICE
TEL (408) 847-6101

California State Senate

SENATOR
JOHN LAIRD

SEVENTEENTH SENATE DISTRICT



10.3
COMMITTEES

BUDGET SUBCOMMITTEE #1
(EDUCATION)
CHAIR

JOINT COMMITTEE ON RULES
VICE CHAIR

JOINT LEGISLATIVE
AUDIT COMMITTEE
VICE CHAIR

BUDGET & FISCAL REVIEW
JUDICIARY

LABOR, PUBLIC EMPLOYMENT
& RETIREMENT

NATURAL RESOURCES & WATER
RULES

December 2, 2024

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

Re: June LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall -- SUPPORT

I write to express my strong support regarding your agenda item to recognize June as LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall, which will heighten awareness of LGBTQ+ Pride Month, as well as celebrate diversity, equity, social justice and inclusion. It has been my distinct privilege to represent the City of Gilroy in the CA State Senate over the past four years, and although I lose this portion of my district in the next couple of weeks, I want to strongly implore you to continue your support for the LGBTQ+ community.

LGBTQ+ Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had in our history locally, nationally and internationally.

The lack of awareness and understanding of issues facing LGBTQ+ children and youth has contributed to increased rates of school dropouts, academic failure, suicide, and school disengagement. Education regarding LGBTQ+ issues increases understanding and cultivates respect for LGBTQ+ students and cultivates a culture of allyship. Your actions made history in 2021 by raising the first Pride Flag in the city's history, and Gilroy Unified School District made history by raising the first Pride Flag at their District Offices in 2024. Beginning in 2025, GUSD will raise the Pride Flag at all District Facilities and High Schools.

Acts of hatred against LGBTQ+ members of our community will not be tolerated; hate and discrimination have no part in our community. As one of the first openly gay Mayors in the United States, I have seen firsthand the positive impact visibility can have in our community. I support this Resolution and urge your "Aye" vote.

Sincerely,

John Laird
State Senator, 17th District

SYLVIA ARENAS**SANTA CLARA COUNTY SUPERVISOR, DISTRICT ONE**

COUNTY GOVERNMENT CENTER, EAST WING
 70 WEST HEDDING STREET, 10TH FLOOR
 SAN JOSE, CALIFORNIA 95110
 TEL: (408) 299-5010 • FAX: (669) 255-2200
 District1@bos.sccgov.org • www.supervisorarenas.org



December 03, 2024

The Honorable Mayor and Gilroy City Council Members
 The City of Gilroy
 7351 Rosanna St
 Gilroy, CA

RE: SUPPORT FOR JUNE LGBTQ+ PRIDE MONTH & RAISING OF THE PRIDE FLAG AT CITY HALL

Dear Honorable Mayor and City Councilmembers,

As Santa Clara County Supervisor for District 1, I write to express my strong support to recognize June as LGBTQ+ Pride Month and for a Flag Raising Ceremony to be held at City Hall, which will heighten awareness of our LGBTQ+ community, as well as celebrate diversity, equity, social justice, and inclusion in the City of Gilroy.

The rainbow flag, also known as the LGBTQ+ Pride Flag, serves a symbol of pride, diversity, and unity for our lesbian, gay, bisexual, transgender, and queer communities during Pride Month. The rainbow flag is a staple at most celebrations that praise and commend the LGBTQ+ community, such as pride parades, picnics, workshops, symposia, and concerts. All of these celebrations highlight and recognize the progress made towards equality, acceptance, and respect, while also raising awareness of the issues facing the LGBTQ+ community, educating the public about LGBTQ+ history, and to acknowledge the impact that our LGBTQ+ communities have had on history at the local, state, and national level.

Our communities benefit when there is inclusiveness, understanding, and acknowledgement. Your actions to include and highlight the LGBTQ+ community by raising the first Pride Flag in the City of Gilroy's history this past year created a sense of unity in South County while also cultivating a culture of allyship between the City of Gilroy and the LGBTQ+ community. We need to keep the momentum going and continue to support our LGBTQ+ community.

As a County Supervisor, I remain committed to supporting our LGBTQ+ community by ensuring that Santa Clara County has no room for hate or discrimination based on sexual orientation. Acts of hatred against members of the LGBTQ+ community will not be tolerated in our county – including in Gilroy and South County. This resolution is a powerful statement of our shared values and is a vital step towards fostering a community where everyone feels safe and supported. This is why I urge you to support this resolution and vote "yes" to commemorate Pride Month in Gilroy.

In Community,

Sylvia Arenas
 Santa Clara County Board of Supervisors, District 1

December 2, 2024

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St.
Gilroy, CA 95020

Subject: Support for June LGBTQ+ Pride Month and the Pride Flag Raising at City Hall

Dear Mayor and City Council Members,

On behalf of BAYMEC, California's oldest nonpartisan LGBTQ+ Political Action Committee, I am writing to express our enthusiastic support for recognizing June as LGBTQ+ Pride Month and for raising the Pride Flag at Gilroy City Hall. These actions stand as powerful symbols of inclusion, diversity, and community solidarity, demonstrating Gilroy's commitment to equity and social justice.

The rainbow Pride Flag is more than a banner; it represents the resilience, pride, and contributions of the Lesbian, Gay, Bisexual, and Transgender community. Around the globe, Pride Month brings together millions through parades, concerts, workshops, and memorials, which honor lives lost to hate crimes and HIV/AIDS. These celebrations and remembrances amplify the critical work still needed to achieve full equality.

In our local community and across the country, LGBTQ+ youth face unique challenges, including bullying, discrimination, and higher risks of mental health struggles. California's Education Code and civil rights laws establish a vital framework to combat these issues, yet the work of fostering safe, inclusive spaces is ongoing. Acknowledging Pride Month and raising the Pride Flag is a profound step in creating a supportive environment where all students and families feel seen and valued.

Your leadership in raising the Pride Flag for the first time in 2021 was a landmark moment, demonstrating Gilroy's dedication to inclusion. The Gilroy Unified School District's commitment to displaying the Pride Flag at its offices and facilities is another inspiring testament to our community's progress.

Continuing this tradition sends a clear message: hatred and discrimination have no place in Gilroy. It reaffirms that this city celebrates diversity, values equality, and upholds the dignity of all its residents.

We strongly urge you to support this resolution, ensuring Gilroy remains a beacon of inclusivity and pride for generations to come.

Sincerely,

ORIGINAL SIGNED BY

Drew Lloyd
President, BAYMEC



Zoe Lofgren
Member of Congress

December 3, 2024

Honorable Mayor & Gilroy City Council Members
City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

Re: June LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall- **Support**

As the Member of the U.S. House of Representatives proudly representing the City of Gilroy, I support your agenda item to recognize June as LGBTQ+ Pride Month & Raising of the Pride Flag at City Hall. This will heighten awareness of LGBTQ Pride Month, as well as celebrate diversity, equity, social justice and inclusion.

According to the Library of Congress the month of June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote healthy and safe communities for all. The rainbow flag, also known as the LGBTQ+ pride flag, serves as a symbol of the LGBTQ+ social movement. LGBTQ Pride Month celebrations include parades, picnics, parties, workshops, symposia and concerts. These events attract millions of participants around the world. Memorials are also held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally.

All children should be able to attend school in a safe and inclusive environment free from discrimination. Civil rights laws and the California Education Code sections 200-220¹ contribute to such environments. The lack of awareness and understanding of issues facing LGBTQ+ children and youth can contribute to higher rates of school dropout, academic failure, suicide and school disengagement. Education regarding LGBTQ+ issues can increase understanding and cultivate respect for LGBTQ+ students and cultivates a culture of allyship.

Your actions made history in 2021 by raising the first Pride Flag in the city's history and Gilroy Unified School District made history by raising the first Pride Flag at their District Offices in 2024. Beginning in 2025, GUSD will raise the Pride Flag at all District Facilities

¹ California Education Code, Section 220. (Amended by Stats. 2017, Ch. 493, Sec. 3, AB 699, effective January 1, 2018). The California Education Code, Section 220, prohibits discrimination in educational programs or activities based on various characteristics. Specifically, it prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic included in the definition of hate crimes under Penal Code Section 422.55, including immigration status. This provision applies to any educational institution that receives state financial assistance or enrolls students who receive state financial aid.

and High Schools.

Hate and discrimination, including against LGBTQ+ members of our community, have no part in our community. I support this Resolution and wanted you to know my views.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zoe Lofgren", with a long horizontal flourish extending to the right.

Zoe Lofgren
Member of Congress